

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

SUPERIOR COURT DEPT
OF THE TRIAL COURT
Civil Action No.

ADAM OWENS, ALVIN WALKER,
Petitioners,

v.

EDGAR P. BENJAMIN HEALTHCARE CENTER,
Respondent.

AFFIDAVIT OF LESLIE JOSEPH-HENDERSON

I, Leslie Joseph-Henderson, make the following affidavit based on my personal knowledge, under the penalty of perjury that the following is true and correct:

1. I am the Director of Admissions at the Edgar P. Benjamin Healthcare Center, which we call “the Benjamin.” The facility is located at 120 Fisher Avenue, Boston, Massachusetts. It is a nursing home that currently serves about 70 patients who range in age from their mid-seventies to up to 100 or more years old.
2. I signed the petition for receivership sent to the Massachusetts Department of Public Health and the Attorney General’s Office on or about February 27, 2024, which is attached hereto as Exhibit A.

3. I have worked at the Benjamin for 24 years. I began as a nurse in the facility and later became a unit manager. For the last approximately 15 years, I have been the Director of Admissions.
4. As a long-time employee of the Benjamin and the current Director of Admissions, I am very familiar with the facility and its patients. I am typically the first person that prospective residents get to know when they are thinking about coming to the Benjamin. Once they are admitted, I interact with residents on a daily basis. I know most of our current residents very well and am devoted to doing what is best for them.
5. During my time at the Benjamin, the facility has primarily served seniors of color, particularly from the Black community. 90% of more of our residents are Black or Latinx.
6. Most of our residents are low-income and receive Medicaid. Roughly one-third of our residents have some type of private insurance. The families of the majority of residents live in the Greater Boston area; a few are out-of-state.
7. I am extremely concerned for the well-being of our residents right now. As explained in further detail below, there have been significant issues around the management and finances of the Benjamin in the recent past – issues that have escalated dramatically in the past several months. The facility issued a notice of closure on February 13, 2024, stating that the facility was planning to close on July 1, 2024. Patient care is currently being compromised. I am very concerned that conditions will continue to deteriorate very quickly unless something is done immediately to stabilize the situation.

Inability to Meet Payroll

8. Union staff are paid weekly; other staff are paid bi-weekly. On numerous occasions in the last several months, the Benjamin has been unable to make payroll. For approximately 3-4 weeks in November 2023, staff were not paid at all. Tony Francis, the Administrator of the Benjamin, announced to staff that because the facility was experiencing financial difficulties, they would not be paid that week. This then happened again for the next weeks.
9. As a result of not being paid, numerous nurses and Certified Nursing Assistants (CNAs) began “calling out” – meaning, they did not come into work. That has resulted in chaotic situations, where we do not know on any given day how many staff we will have. At times, the entire facility was staffed by just two nurses and one CNA. Normally, a facility of our size would have at least 6 nurses for the 2 day shifts.
10. When this kind of under-staffing occurs, patient care is severely compromised. For example, medications end up being given late because there are not enough staff to administer them. Doses of insulin, blood pressure medicine, and other medications that are prescribed for patients are delayed or missed. This is very problematic from a medical perspective.
11. A number of our patients are incontinent. When staffing shortages occur, patients are forced to lie in their own urine and feces for extended periods of time. This is humiliating for patients, and causes intense mental distress, and also leads to rashes and other physical problems.
12. Another significant problem that occurs when there is under-staffing is that patients cannot get someone to attend to them in an urgent situation. When the units are fully staffed and a patient rings their call bell because, for example, they are suffering

symptoms of a stroke, staff can get to them quickly and seek medical attention if that is needed. When units are severely under-staffed, response time is significantly delayed, which can be the difference between life and death.

13. Similarly, staff are unable to provide food service adequately when we are significantly under-staffed. Meals are very important to patients for a number of reasons. First, many of our patients are limited in their mobility and unable to participate in many activities. For them in particular, mealtime is something they look forward to and it helps maintain their mental health. Adequate nutrition is also vital for physical health.
14. When we are under-staffed, food arrives late to the residents because there are simply not enough staff to serve the residents. Often by the time the food arrives patients have given up and gone to sleep, or the food is cold and they don't want to eat it. That can be a significant problem, particularly for our residents who are under-weight. The dietician has barely been at the facility at all in the last 5-6 weeks, and patients are experiencing weight loss.

Lack of Adequate Supplies

15. In addition to staffing issues, the Benjamin currently is experiencing a failure to ensure adequate supplies and maintenance of equipment.
16. For example, we have patients who need colostomy bags because they have conditions that prevent them from using their colon normally. However, in January-February of this year, we ran out entirely – because Mr. Francis, the Administrator had only ordered the bare minimum of supplies. We had to borrow some from another facility. At one point, we had to wrap one of the patients in a towel to try to keep his feces from going

everywhere. Obviously, this is a terrible outcome both medically and from a human dignity perspective.

17. We have a van to take residents to medical appointments. This is critical, because although patients can sometimes get van service through MassHealth, this is unreliable; in addition, not all our patients are on MassHealth. But the Benjamin's van has not been used in months, because Mr. Francis has not paid the insurance on it. The result is that patients miss important medical appointments, or have to cancel them.
18. Servicing and replacement of broken equipment is also not happening due to non-payment of our vendors. For example, there is a machine known as a "hoyer lift," which is used to lift heavier patients out of their beds. It is very important that hoyer lifts are serviced regularly because otherwise they can malfunction when patients are in mid-air and patients can fall to the floor. However, our hoyer lift has not been serviced because the company that does that has not been paid.
19. Similarly, our scale needs to be calibrated, but that also hasn't happened due to non-payment. The scales we have are special scales that allow someone in a wheelchair to be weighed. Accurate measurements are critical for medical care – to know if someone is losing weight, for example, which is a critical sign to watch out for in an older population. Similarly, our blood pressure machine is broken, and the Administrator has said it can't be replaced because that would be too expensive. He has said that we can buy an off-the-shelf wrist blood pressure measurer from Walgreen's – but that is not what a facility serving dozens of medically fragile senior citizens needs.

Pattern of Improprieties

20. There are a number of very troubling aspects about the management of the Benjamin, which appear to have led to the current emergency situation. These are laid out in more detail in the petition we filed with the Attorney General, but examples include:
- a. The Board of Directors has been reduced from approximately 10 people in 2015 to 3-4 in 2024. There has been a flurry of changes just in the last month. It is my understanding that Board members who have raised issues about the management of the facility have been removed from the Board.
 - b. There has been mixing together of Benjamin funds and the personal accounts of the Administrator, Mr. Francis. Mr. Francis loaned money to the Benjamin from his personal account, and then required repayment at a 12% interest rate. The Benjamin has 4 bank accounts, 2 of which list Mr. Francis' personal address as the account address.
 - c. We have past due utility bills in huge amounts. As of February 2024, our past due water bill is \$175,000, and our past due electric bill is \$339,000.
 - d. During the time that all of these financial difficulties have occurred, Mr. Francis' salary is exorbitant. Tax filings show that his salary was \$628,592 in 2021.

The Situation Is Getting Worse Quickly

21. I am extremely concerned that all of these problems are going to get worse very quickly if something is not done about it. The housekeeping staff just got notice on March 18 or March 19 that their hours are going to be cut in half or more very soon. The kitchen staff got a similar notice on March 22.
22. This is going to compromise patient care even further. Housekeeping staff are the people who keep residents' rooms neat and orderly, clean up after spills and incontinence, and

generally keep the facility sanitary. When housekeeping gets cut, spills and other liquids stay on the floor and that dramatically increases the risk of falls – which can be deadly for seniors. It is also very harmful to residents’ mental health and outlook when their rooms are dirty or messy. In a similar way, when kitchen staff are cut, food service is more likely to be delayed, food is cold by the time it gets to residents, etc.... This is bad for all the reasons I previously outlined.

23. I know from prior periods of under-staffing that cuts to employee hours leads many people to seek jobs elsewhere. So, it creates a vicious cycle where cuts just make a bad situation even worse.

The Benjamin Needs To Be Stabilized To Prevent Harm To Residents

24. I have devoted my career to taking care of seniors at the end of their lives, to make sure that they are treated well and with dignity. The Benjamin used to be a crown jewel of the community – a place where older people could receive quality care. I care deeply about the residents that live at the Benjamin.

25. I am extremely concerned that the conditions at the Benjamin right now are creating serious health and safety issues for residents, and that the chaotic situation we are currently experiencing is only going to get worse unless something is done about it. I believe that the appointment of a receiver will stabilize the situation at the Benjamin and remove the grave risk that our residents currently face.

Signed under pains and penalty of perjury this 27th day of March 2024.

Leslie Joseph-Henderson

Leslie Joseph-Henderson

EXHIBIT A

**CONCERNED PATIENTS AND EMPLOYEES OF
EDGAR P. BENJAMIN HEALTH CENTER**

Petition to the Massachusetts Attorney General and the Massachusetts Department of Public Health to move immediately appoint a Receiver for the Edgar P. Benjamin Health Center pursuant to M.G.L 111 Sec. 72N.

Hon. Andrea Campbell
Attorney General
Commonwealth of Massachusetts
1 Ashburton Pl.
Boston, MA 02108

Hon. Robert Goldstein
Commissioner
Massachusetts Dept. of
Public Health
250 Washington St
Boston, MA 02108

Hon. Attorney General Campbell and Commissioner Goldstein:

We write to appeal to you to move immediately to request the appointment of a receiver to operate the facility known as Edgar P. Benjamin Health Center, located at 120 Fisher Ave in the Roxbury community of Boston. We believe that the current President and CEO, Tony Francis, has willfully engaged in dishonest, perhaps illegal and gross misconduct resulting in material injury to the facility. Mr. Francis is aggressively engaged in activity to sell or otherwise transfer the property. In the process of dwindling the assets of the facility, Mr. Francis has compromised the health, safety, and welfare of close to 100 current patients and 110 employees. If you do not move swiftly, the harm to the patients, employees, facility and community will be irreparable. We implore you to act. To support our allegations, we offer the following.

The Benjamin Health Center, nee Resthaven Nursing Home, was created in 1927 and is just shy of 100 years old. It is the only long-standing nursing home of its kind in New England created to serve Boston's Black elderly and frail residents. A bit of Boston's Black history, Attorney Edgar P. Benjamin was a noted attorney, and philanthropist who also founded the South End Cooperative Bank. When Benjamin founded Resthaven, he donated it to the community as a charitable corporation. Benjamin graduated from English High School and then Boston University Law School. He was sworn into the bar by Justice Oliver Wendell Holmes. One notable client of his was William Monroe Trotter.

The Center was placed in receivership in the late 80s and Boston Attorney, Norman Huggins, served as the Receiver. He stabilized the Facility, and in 1995, moved it out of

receivership, hired an extraordinary Director, Ms. Myrna Wynn, and for more than a decade the Center earned consistent and regular 100% ratings from the state rating and oversight board, created the top CNA training program in the state and established itself as a premier nursing and rehab center in Boston. Today, it is a shadow of the glory it earned and owned a decade ago. On behalf of the staff, patient families, and the community of dedicated supporters we ask that you move to remove Mr. Francis, place the Facility in receivership, and give assurance to the families in full panic that their loved ones will be safe and secure, seek injunctive relieve to prevent any sale or transfer of the facility. The latter is especially critical as Mr. Francis has had several speculators and potential buyers walking through the building in the past 2 weeks. We have experienced and well-respected receivers in our community, in both Attorney Norm Huggins and Attorney Joe Feaster, who served as the Receiver of the Roxbury Comprehensive Health Center. Please take advantage of this expertise. Do what is necessary to save this Roxbury landmark just 3 years shy of 100 years old.

1. Lack of Board of Directors oversight- Much of the alleged wrongful activity by Mr. Francis appears to have been/continues to be done without any Board oversight. Much of the questionable activity we allege was done without documentation of any Board meetings, minutes or documentation of any Board actions or votes. It was not uncommon for him to direct staff to make out unusual checks to him. For example, Mr. Francis claims to have regularly loaned large amounts of money to Benjamin. He produced a piece of paper to payroll, no letterhead, no signature, no date but stating that the Board voted to repay him with 12% interest. (See Exhibit A)
2. Board of Directors- The roster of people serving on the Board of Directors has been a revolving door over the past 2-3 years. While the Bylaws historically required that local community representation and patients' family representatives serve on the Board, that policy appears to have fallen completely away. The current roster is just the latest of a dizzying flurry of Certificates of Change of Directors or Officers filed with the Sec. of State's office over the last several months, culminating in 5 changes of director's filings in a 12-day period-including 4 changes in a 48-hour period in February of 2024! (See Exhibit B) Not only is the Board void of any representatives for patients, but there is also no member from Greater Boston. It is important to note for those persons who did serve on the Board, they bear responsibility for what appears to be a wholesale failure of fiduciary responsibility to monitor, oversee and check the wanton and reckless behavior of the President/CEO, Tony Francis. There does not appear to be any documentation or meeting notes or even discussions of employment contracts, facility loans, PPP application. Many of the facility employees have tried to contact listed board members but have been unable to get any response. Press inquiries been met with nothing but "no comment".

3. Facility Finances- The Facility finances have been in the public space for some time. In November 2023 the press reported that the employees had not been paid for 5 weeks. (Exhibit C) In January 2024, the press reported that employee's payroll checks were bouncing. What the press did not reveal is that the payments reportedly made in 2023 and 2024 were done after Mr. Francis purportedly 'loaned' Benjamin the money to make payroll. (Exhibit D) What was also not revealed is that Mr. Francis gave the bookkeeper several large personal checks to cover the payroll and submitted requests for repayment with a 12% interest seeking repayment. The Benjamin has at least four (4) bank accounts. However, only two (2) of those accounts list the facility address as the account address. The remaining accounts list Mr. Francis personal address as the account address. Those 2 accounts do NOT get reconciled monthly with the other accounts. As a result, employees believe that Mr. Francis is loaning Benjamin and receiving 12% interest to access its own money.
4. Facility Finances- The Benjamin 2021 990 filing reflects that the facility made a \$1.4M loan. There does not appear to be any documentation of a vote ever taken by the Board approving such a loan. Nor is there information as to who the loan was made to or that the loan was ever repaid. This is highly unusual on every level. Since when does a charitable corporation, a nursing home, issue loans, and for \$1.4 Million Dollars particularly in the height of COVID-19! (Exhibit E)
5. Facility Finances- The phrase on the street is "The Math Ain't Mathin! Benjamin has monthly revenues of approximately \$800,000 (patient care and rent from Roxbury Prep \$76K/month). Payroll is roughly \$400K monthly. While vendors would/could account for the difference, Mr. Francis was not paying the bills. Over the last 2 -3 years, he's racked up over \$350K in arrears in utilities. The food vendors have changed several times because of the pattern of not paying, services cease, and they move on to another food vendor. ADP stopped processing Benjamin payroll because they did not deposit the payroll on more than one occasion and were dropped as a client. The major bills were not paid. There is no explanation for the facility to be in such dire financial straits.
6. Facility Finances- Benjamin was one of the facilities that applied for PPP during COVID to pay to keep the essential workers caring for the patients at the time. Mr. Francis applied for 175 employees. At no time during or after the height of COVID did Benjamin have 175 employees. Our payroll for 2020-169, 2021-150, 2022-118, 2023-120. Our current payroll at the time of the Notice of Closure submission to DPH was 116 employees. If true, Mr. France may have committed fraud. (EXHIBIT F)
7. Facility Finances- Mr. Francis did not use the PPP monies to pay to maintain staff. On the contrary, the salaried administrative employees were transferred from the office to nursing and patient care in addition to their other duties. As a result, most were working more than 40 hours weekly. Their paychecks for the hours worked

over 40 did not categorize them as overtime but listed the pay as 'bonus'.
(EXHIBIT G)

8. Facility Finances- Executive Agreement- Mr. Francis has an Employment Agreement purporting to be effective July1, 2021 until June 30, 2024, with a base salary of \$250,000. (Exhibit H). According to his most recent filings for 2023, Mr. Francis's salary was listed at \$628,592. It is not clear whether this Agreement was ever executed by any Director as the only agreement available is not executed at all. In any event, there does not appear any documentation or explanation to explain how the \$250K salary in 2021 turned into \$628K in 2023.
9. Facility Finances- Francis's reimbursement for business expenses- The unsigned executive Agreement provided for reimbursement to Mr. Francis for reasonable business expenses to be paid monthly. Mr. Francis submitted and was paid \$68,000 in American Express reimbursements for the month of January 2024. (EXHIBIT I) There is no conceivable explanation for this level of monthly business expenses, and it is particularly unreasonable in the same period when Mr. Francis is moving to close the facility due to financial issues.
10. Financial Mismanagement- The Benjamin is the payee for the majority of patients and as a result is responsible for maintaining records for patient account. The patients have @ \$70/monthly appropriated into their patient accounts for their personal use. Patients are also able to turn over cash, gifts, checks to Benjamin to deposit to their personal accounts. Benjamin has NOT provided reports to patients/patient's families for several years. Recently, a long-term patient reported to the nurse that she had given Benjamin staffer \$500 in cash to be deposited into her account. When she did not receive a receipt, she asked Ms. Marshall about it and still got no response. The Director of Nursing, Marise Colso, emailed Mr. Francis who responded to her that the patient's money was not stolen but was in "the safe". (Exhibit J) None of the patients have received an accounting, nor do they get access to their monies. Many of the patients received payments to their accounts during COVID, (stimulus). Patients did not get access or an accounting for those monies. It is the legal responsibility of Benjamin to maintain/report to patients/families. Benjamin failed that responsibility and failed to deposit cash received from patients into the patient's accounts. They should be held accountable.
11. Financial Mismanagement- Failure to make timely payments to employees 401K. This has been an ongoing issue and was brought to the attention in the form of a complaint to the Attorney General's office nearly 2 years ago. This is a legal obligation, the facts of which are already in the possession of the Attorney General's Office. We are concerned to receive phone calls last week from the Labor Board

informing some of the employees that no more employees checks have bounced and since the facility is closing anyway Benjamin will likely just be fined!

12. Facility Finances- Mr. Francis announced to the staff 2 years ago that the facility has \$2 Million in reserves. At a staff meeting Mr. Francis stated that the money (mostly PPP) was being saved for a rainy day. He wasn't paying basic vendor bills, such as food, utilities, water, or payroll. There is no rational explanation for any of the financial difficulties the Benjamin dealt with in 2023 and raises major questions as to the basis for Benjamin's financial difficulties.

13. Francis Outside Business Activities- Mr. Francis created two (2) different personal businesses, Centurion, LLC, and Aurora Health Services, a non-profit, both for whom he listed the Benjamin address as his business address. Ironically, Aurora Health provides, among other things, rehab, and nursing home care.

Mr. Francis appears to have methodically removed from the Board of Directors any member who questioned or at the very least did not go along with what he was doing to decimate the Benjamin Health Care business and facility. We have seen this financial misdealing by Mr. Francis before when the Massachusetts Superior Court in 2019 refused to dismiss Francis Motion when a senior staff person sued him when he fired her when she questioned him about complaints from non-salaried employees that their hours worked had been altered. (See Johnson v. Edgar P. Benjamin Healthcare Center, Inc., Attached, Exhibit 15). He has been conducting tours of the facility for potential buyers and announced to members of staff that it is going to be sold to a "bunch of white people"! He further stated that there is nothing we can do to stop it because he and the Attorney General "are cool". There does not appear to be any Board involvement in this process. He has excluded any medical staff, nurses, etc. from discussions with patients and families about their status, and the need to leave immediately. There is no management team, he is making these decisions on his own and he has dissipated the staff into a mere shell.

We believe the level, depth and breath of the financial mismanagement and questionable dealings is massive. At this point, we believe his decisions are not based on what is in the best interest of patients, staff and community but rather are designed to cover up his past misdeeds. It is imperative that the Attorney General and the Department of Public Health move now to stop him from destroying the only Black founded, owned, and operated nursing home facility in New England. We implore you to move swiftly to appoint a receiver and begin the process to recover the monies transferred, stolen and/or embezzled from the Edgar P. Benjamin Health Center by Mr. Francis and his team. We have been here before. We have the expertise in Attorney Norman Huggins and/or Attorney Joseph Feaster. Please act.

Respectfully:

CC: Mayor Michelle Wu
Sen. Liz Miranda
Rep. Sam Montano
Councilor Ben Weber
Councilor Tania Fernandes Anderson

Patients/Guardians

William Walker
michel Hippick
MCG
MICHON & E (M) ZE

5th grade, 11th grade, 12th
Beatrice Ryner

Carol Ann Smith

George James

W. Sedina
James Johnson

Charles Cunniff
CHARLES H
Adam Owens

Andre Owens

Al R

Employees

Enzo D Jari
Marise S. Colson
Leslie Joseph-Henderson
Nadia Jean
Cuerda Balle
Giff
Kyle
Gunderson
Dennis
Robert Cadot
Christine Miller
VINCENT HYVRIK

Gislene Desroche
Kathy Graham
Dereke Blakey
Mentor A. Merlino
Karin Stoll
Helena Walker
Jeffrey Beach

EXHIBIT A

RE: Interest Paid on Loans

On Monday, January 30, 2023, the Resthaven Board of Directors, voted and approved that any loans that the CEO, Tony Francis advances to Edgar P Benjamin Healthcare Center shall be repaid with 12 percent interest.

EXHIBIT B

MA SOC Filing Number: 202446914420 Date: 2/2/2024 2:37:30 PM

The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Change of Directors or Officers

(General Laws, Chapter 180, Section 6D)

No Fee

Identification Number: 042104452

I,
JOANA ANGEL, Clerk

of THE EDGAR P. BENJAMIN HEALTHCARE CENTER, INC.

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration of term of the president, treasurer, clerk and each director are as follows:

Title	Individual Name	Address	Term Expires
PRESIDENT	TONY FRANCIS	248 WEBSTER ST NEEDHAM, MA 02494 US	WHEN SUCCESSOR IS DULY ELECTED AND QUALIFIED
TREASURER	DEMOND VICKS	15 NEW BOSTON RD DUDLEY, MA 01571 USA 15 NEW BOSTON RD DUDLEY, MA 01571 USA	When Successor Is duly elected and qualified
SECRETARY	DEMOND VICKS	15 NEW BOSTON RD DUDLEY, MA 01571 USA 15 NEW BOSTON RD DUDLEY, MA 01571 USA	WHEN SUCCESSOR IS DULY ELECTED AND QUALIFIED
CLERK	JOANA ANGEL	95 AUDUBOM RD WAKEFIELD, MA 01888 US	WHEN SUCCESSOR IS DULY ELECTED AND QUALIFIED
DIRECTOR	JOANA ANGEL	95 AUDUBOM RD WAKEFIELD, MA 01888 US	WHEN SUCCESSOR IS DULY ELECTED AND QUALIFIED
DIRECTOR	TATIANA BOUGDAEVA	828 BROADWAY APT2 CHELSEA, MA 02150 USA 828 BROADWAY APT2 CHELSEA, MA 02150 USA	3 YEARS

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of February, 2024,

JOANA ANGEL

, Signature of Clerk/Assistant Clerk

MA SOC Filing Number: 202446914420 Date: 2/2/2024 2:37:30 PM

The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

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SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of February, 2024,

JOANA ANGEL

, Signature of Clerk/Assistant Clerk

MA SOC Filing Number: 202449319420 Date: 2/12/2024 4:57:18 PM

The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Change of Directors or Officers

(General Laws, Chapter 180, Section 6D)

No Fee

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DIRECTOR	TATIANA BOUGDAEVA	828 BROADWAY APT2 CHELSEA, MA 02150 USA 828 BROADWAY APT2 CHELSEA, MA 02150 USA	3 YEARS

SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of February, 2024,

JOANA ANGEL

, Signature of Clerk/Assistant Clerk

MA SOC Filing Number: 202449347450 Date: 2/12/2024 6:29:21 PM

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Change of Directors or Officers

(General Laws, Chapter 180, Section 6D)

No Fee

Identification Number: 042104452

I,
TATIANA BOUGDAEVA, Clerk

of THE EDGAR P. BENJAMIN HEALTHCARE CENTER, INC.

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SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of February, 2024.

TATIANA BOUGDAEVA

, Signature of Clerk/Assistant Clerk

MA SOC Filing Number: 202449348330 Date: 2/12/2024 6:33:19 PM

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Change of Directors or Officers

(General Laws, Chapter 180, Section 6D)

No Fee

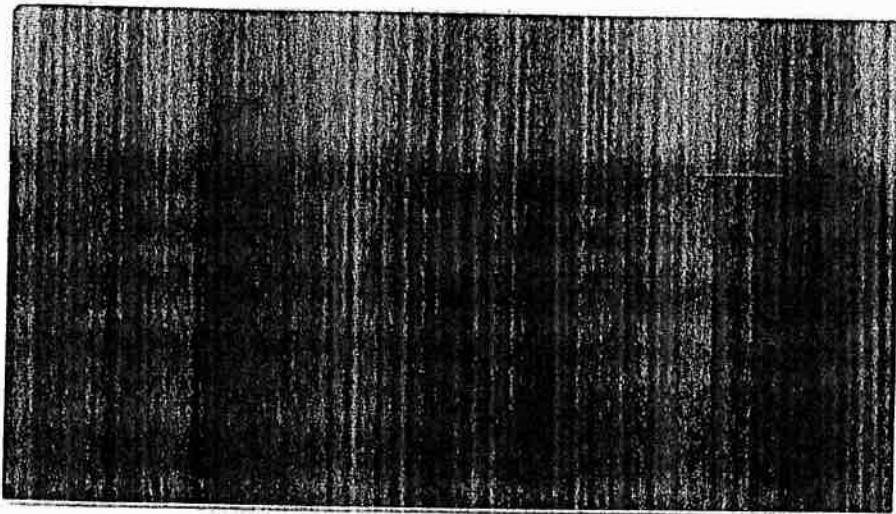
Identification Number:	042104452		
I, TATIANA BOUGDAEVA, Clerk			
of THE EDGAR P. BENJAMIN HEALTHCARE CENTER, INC.			
certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration of term of the president, treasurer, clerk and each director are as follows:			
Title	Individual Name	Address	Term expires
PRESIDENT	TONY FRANCIS	248 WEBSTER ST NEEDHAM, MA 02494 US	WHEN SUCCESSOR IS DULY ELECTED AND QUALIFIED
TREASURER	DEMOND VICKS	15 NEW BOSTON RD DUDLEY, MA 01571 USA 15 NEW BOSTON RD DUDLEY, MA 01571 USA	When Sucessor is duly elected and qualified
SECRETARY	DEMOND VICKS	15 NEW BOSTON RD DUDLEY, MA 01571 USA 15 NEW BOSTON RD DUDLEY, MA 01571 USA	WHEN SUCCESSOR IS DULY ELECTED AND QUALIFIED
DIRECTOR	TATIANA BOUGDAEVA	828 BROADWAY APT2 CHELSEA, MA 02150 USA 828 BROADWAY APT2 CHELSEA, MA 02150 USA	3 YEARS
SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of February, 2024,			
TATIANA BOUGDAEVA			
, Signature of Clerk/Assistant Clerk			

EXHIBIT C



25 Investigates: Workers spent weeks awaiting pay at Roxbury nursing home

Ted Daniel, Marina Villeneuve
December 19, 2023 · 2 min read



Workers at Benjamin Healthcare Center in Roxbury spent their Tuesday afternoon awaiting late paychecks that took weeks to finally arrive.

The roughly 55 employees of the four-star nonprofit nursing home last got a paycheck the day before Thanksgiving. That's according to two workers who spoke to 25 Investigates on Tuesday.

The nursing home's CEO Ted Francis initially said workers would get paid last Friday.

25 Investigates obtained a copy of a notice to employees that said they would get paid by "manual" checks by 2 p.m. Tuesday.

In a series of emails this afternoon to 25 Investigates, Francis said he was signing the checks.

"Signing checks now," Francis wrote in a 3:14 p.m. email.

"Printing and signing as quickly as possible," Francis wrote at 4:43 p.m.

By 5:30 p.m., two employees told 25 Investigates they got paychecks.

They said their next checks are due Friday, and they hope those will be on time. The employees said as they awaited their paychecks, Francis announced their pay would shift from weekly to biweekly.

Workers also said they're worried about the well-being of roughly 80 residents who live at the home as unpaid workers call out.

The state AG and Department of Public Health have said they are aware of the ongoing pay issue.

Union leaders said they're closely monitoring.

"The lack of regard for caregivers and their families by Edgar P. Benjamin Healthcare Center management is unacceptable," 1199SEIU Executive Vice President Tim Foley said in an emailed statement. "If caregivers are not paid accurately, 1199SEIU will pursue what is owed to workers through the Massachusetts Attorney General's office in addition to filing a formal complaint through the grievance process."

This is a developing story. Check back for updates as more information becomes available.

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Up next

EXHIBIT D

Tony Francis
134 Morrissey Rd
Marlborough, MA 01752

53-447/113
SECURED BY
R2SHIELD

1081

DATE 6/6/23

PAY TO THE
ORDER OF

Edgar P Benjamin Healthcare chr \$ 64,300

Six Four Thousand Three hundred DOLLARS

ROCKLAND TRUST
WWW.ROCKLANDTRUST.COM

MEMO

Cont r Pay roll EPB



⑆011304478⑆

404521419⑈ 1081

Invoice Number	Invoice Date	Description	Gross Amount	Discount	Net Amount
06072023	06/07/2023	PAYMENT FOR PAYROLL	\$104,294.00	\$0.00	\$104,294.00
			\$104,294.00	\$0.00	\$104,294.00

SF4001H0L3-1SC



TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 781-599-5500

CCP2NX0010000 B14SP02262

Invoice Number	Invoice Date	Description	Gross Amount	Discount Taken	Net Amount
06072023	06/07/2023	PAYMENT FOR PAYROLL	\$104,294.00	\$0.00	\$104,294.00
			\$104,294.00	\$0.00	\$104,294.00

EDGAR
BENJAMIN

HEALTHCARE
CENTER

120 Fisher Avenue, Boston, MA 02120

Rockland Trust
ROCKLAND, MA 02370

53-447/113

4855

06/07/2023

One Hundred Four Thousand Two Hundred Ninety Four Dollars and 00 Cents

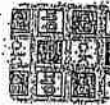
DATE

AMOUNT

\$104,294.00

PAY
TO THE
ORDER
OF

Tony Francis
120 FISHER AVE
ROXBURY, MA 02120



AUTHORIZED SIGNATURE

⑈004855⑈ ⑆011304478⑆ ?? 7177940⑈

BENJAMIN HEALTHCARE CENTER

CHECK REQUEST FORM

TO: BUSINESS OFFICE

REQUESTED BY: T. Francis

DATE: 1/20/2023

REASON: Reimbursement of Personal funds used to cover expenses @ EPBHC.

COMMENTS/INSTRUCTIONS: Please print and give to me personally I will cash when funds are available

Please issue a check in the amount of \$ 45,959.17 made payable to:

Name: Tony Francis

Address: 240 Webster

City/State/Zip: Needham, MA 02494

APPROVED BY: [Signature] DATE: 1/20/23

ATTACH PURCHASE ORDER OR OTHER BACKUP INFORMATION

For Business Office Use Only

VENDOR #: 1400

INVOICE #: 112023

G.L.#: 80600

EXT OK: OK

AMT PAID: 45,959.17

ADM APPR: [Signature]

DATE PAID: 1/20/23

CHECK #: 4983

BENJAMIN HEALTHCARE CENTER
CHECK REQUEST FORM

TO: BUSINESS OFFICE

REQUESTED BY: T. Francis

DATE: 2/8/2023

103,300
12,396 = 12%

REASON: Board Voted & Approved For The CEO

Tom Francis to be repaid 12% of Wages Ltd to Facility.

COMMENTS/INSTRUCTIONS: Total was \$103,300.00 X 12%
= \$12,396.00 to be paid.

Please issue a check in the amount of \$ 12,396.00 made payable to:

Name: Tom Francis

Address: Address on File

City/State/Zip _____

APPROVED BY: [Signature] DATE: _____

ATTACH PURCHASE ORDER OR OTHER BACKUP INFORMATION

For Business Office Use Only

VENDOR #: 1407

INVOICE #: 28

G.L.#: 80600

EXT OK: OK

AMT PAID: 12,396.01

ADM APPR: [Signature]

DATE PAID: 2/8/2023

CHECK #: 4710

BENJAMIN HEALTHCARE CENTER
CHECK REQUEST FORM

TO: BUSINESS OFFICE

REQUESTED BY: T. Francis

DATE: 9/23/23

REASON: Reimbursements for Payroll &

Bill coverages Please see receipts & 12% lat

COMMENTS/INSTRUCTIONS: Print & Pay

Please issue a check in the amount of \$ 55,448.09 made payable to:

Name: Tony Francis

Address: Address on file

City/State/Zip _____

APPROVED BY: [Signature] DATE: 9/23/23

ATTACH PURCHASE ORDER OR OTHER BACKUP INFORMATION

For Business Office Use Only

VENDOR #: 1400

INVOICE #: 923

G.L.#: 806 00

EXT OK: CV

AMT PAID: 55448.09

ADM APPR: [Signature]

DATE PAID: 9/23/23

CHECK #: 4418

EXHIBIT E



Edgar P Benja...
rojects.propublica.org



fundraising solicitation. Check here If following SOP 98-2 (ASC 958-720).

990 (2021)

Part IX Balance Sheet

Check if Schedule O contains a response or note to any line in this Part IX

		(A) Beginning of year
1	Cash—non-interest-bearing	419,182
2	Savings and temporary cash investments	509,835
3	Pledges and grants receivable, net	
4	Accounts receivable, net	1,270,348
5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons	
6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)	
7	Notes and loans receivable, net	1,406,798
8	Inventories for sale or use	
9	Prepaid expenses and deferred charges	203,506
10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	5,988,240
b	Less: accumulated depreciation	5,130,391
11	Investments—publicly traded securities	33,440
12	Investments—other securities. See Part IV, line 11	
13	Investments—program-related. See Part IV, line 11	
14	Intangible assets	
15	Other assets. See Part IV, line 11	201,358
16	Total assets. Add lines 1 through 15 (must equal line 33)	4,867,983
17	Accounts payable and accrued expenses	2,455,508
18	Grants payable	
19	Deferred revenue	
20	Tax-exempt bond liabilities	
21	Escrow or custodial account liability. Complete Part IV of Schedule D	
22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons	
23	Secured mortgages and notes payable to unrelated third parties	2,300,000
24	Unsecured notes and loans payable to unrelated third parties	23,952
25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17 - 24). Complete Part X of Schedule D	2,235,168
26	Total liabilities. Add lines 17 through 25	7,014,628
Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.		
27	Net assets without donor restrictions	-2,146,645
28	Net assets with donor restrictions	
Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.		
29	Capital stock or trust principal, or current funds	
30	Paid-in or capital surplus, or land, building or equipment fund	
31	Retained earnings, endowment, accumulated income, or other funds	
32	Total net assets or fund balances	-2,146,645
33	Total liabilities and net assets/fund balances	4,867,983

EXHIBIT F

2/26/24, 6:04 PM

tempFileForShare_20240226-074209.jpg

Good morning

Payroll number

January 2020=169

February 2021=150

January 2022=118

February 2023=120

Today =116

EXHIBIT G

CO. FILE DEPT. CLOCK
 JRJ 91806 006003

EDGAR P BENJAMIN
 120 FISHER AVE
 BOSTON, MA 02120

Gross Pay	Deductions	Net Pay/Net Check
\$4,657.81	\$1,623.05	\$3,044.76

Hours and Earnings

Description	Hours	This Period
Regular Earnings	72.00	3,510.00
BONUS	15.75	767.81
HOLIDAY	8.00	390.00

Hours and Earnings Rates

Description	Hours	Rate	This Period
Regular	72.00	48.7500	3,510.00
HOLIDAY	8.00	48.7500	390.00
BONUS	15.75	48.7500	767.81

Basis of Pay: Salary

EDGAR P BENJAMIN
 120 FISHER AVE
 BOSTON, MA 02120

THREE THOUSAND FORTY-FOUR DOLLA

Pay To The
 Order Of

GUERDA CADET

2:39 [Signal] [Battery] [Lock]

5GUC [Signal]

Statement for Jun 22, 2023



CO: J&J FLS: 021522 REPL: A11000 CLOCK: 030025/238 012: 1

THE EDGAR P. BENJAMIN HEALTHCARE
120 FISHER AVE
ROXBURY, MA 02120

Transit Account Number: 59678
Employer's W/P Reference:
Federal: 0
MA: 0

Earnings Statement



Period Beginning: 08/11/2023
Period Ending: 08/17/2023
Pay Date: 08/22/2023

LESLIE JOSEPH HENDERSON
23 WINTHROP ST
BROCKTON MA 02301

Earnings	hrs	salary/hrs	this period	year to date
Regular	42.7850	80.00	3,422.60	37,522.48
Bonus	42.7850	20.10	859.98	3,628.09
Bereavement				342.28
Holiday				2,053.66
Sick				884.66
Vacation				4,449.64
Gross Pay			\$4,282.78	48,630.70

* Excluded from federal taxable wages
Your federal taxable wages this period are
\$4,185.82

Other Benefits and Information	this period	total to date
Sick	20.30	
Vacation	38.58	

Deductions	Statutory	amount	year to date
Federal Income Tax	-702.28	7,454.70	
Social Security Tax	-284.17	3,000.60	
Medicare Tax	-81.78	701.73	
MA State Income Tax	-208.28	2,271.00	
MA Paid Family Leave Ins	-4.71	53.55	
MA Paid Medical Leave Ins	-8.91	101.26	
Other			
Ln1	-341.80	4,443.40	
Padan Ee Pr	-21.08*	285.48	
Paroth 401	-30.00	380.00	
Px401 Eacu	-75.00*	975.00	
Net Pay	\$2,562.67		
Checking	-2,312.87		
Savings	-80.00		
Savings	-200.00		
Net Check	\$0.00		

Important Notes
BASIS OF PAY: SALARY

THE EDGAR P. BENJAMIN HEALTHCARE
120 FISHER AVE
ROXBURY, MA 02120

Advice number: 00000250026
Pay date: 08/22/2023

Deposited to the account of	account number	transit ABA	amount
LESLIE JOSEPH HENDERSON	xxxxx2019	xxxx xxxx	\$2,312.87
	xxxxx9299	xxxx xxxx	\$50.00
	xxxxx2700	xxxx xxxx	\$200.00

THIS IS NOT A CHECK

NON-NEGOTIABLE



EXHIBIT H

EXHIBIT D

Employment Agreement

This Employment Agreement (the "Agreement") is made and entered into as of July __, 2021, by and between Tony Francis (the "Executive") and Benjamin Healthcare Center, Inc, a not-for-profit corporation incorporated under the laws of the Commonwealth of Massachusetts (the "Company").

WHEREAS, the Company desires to employ the Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to be employed by the Company on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, the parties agree as follows:

1. Term. The Executive's employment hereunder shall be effective as of July __1__, 2021, and shall continue for a three year term, unless terminated earlier pursuant to Section 5 of this Agreement. Thereafter, this Agreement shall be deemed to be extended, upon the same terms and conditions, for successive one-year terms, unless either party provides written notice of his/its intention not to extend the term of the Agreement at least 90 days prior to the applicable renewal date. The period during which the Executive is employed by the Company hereunder is hereinafter referred to as the "**Employment Term**."

2. Position: During the Employment Term, the Executive shall serve as President and Chief Executive Officer of the Company and Chairman of the Board of Directors, as well as the President and Chief Executive Officer of the Company's affiliate, Resthaven Corporation reporting to the Company's Board of Directors, and he will have such duties, authority, and responsibilities as shall be determined from time to time by the Board that are consistent with his positions. Executive may sit on the Board of Directors or Advisory Boards of other not-for-profit entities, provided that such positions do not create conflict of interests.

3. Place of Performance. The principal place of Executive's employment shall be in Boston, Massachusetts.

4. Compensation.

4.1 Base Salary. The Company shall pay the Executive an annual base salary of \$250,000.14 in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws, but no less frequently than monthly. The Executive's base salary shall be reviewed at least annually by the Board and the Board may, but shall not be required to, increase the base salary during the Employment Term. The Executive's annual base salary, as in effect from time to time, is hereinafter referred to as "**Base Salary**".

4.2 Annual Bonus and Sales Incentive.

(a) For each calendar year of the Employment Term, the Executive shall be eligible to receive an annual bonus (the "**Annual Bonus**"). However, the amount and

terms of any Annual Bonus shall be made in the exercise of the Board's reasonable discretion. Executive's Annual Bonus shall be paid no later than the end of February of the applicable year.

(b) Executive shall be paid the gross amount of fifteen percent (15%) of the net patient charges (after deducting the cost of patient care) received by the Company from patients referred by new referral sources originated by Executive. Executive shall receive his payment monthly on account of patient care revenue received by the Company in the prior month. The Company agrees to provide Executive with a schedule providing the calculation of the sums due under this paragraph.

4.3 Fringe Benefits and Perquisites. During the Employment Term, the Executive shall be entitled to the following fringe benefits and perquisites: A fully-paid gym membership to Equinox Health Club and Executive's Professional licenses will be paid for by the Company.

4.4 Employee Benefits. During the Employment Term, the Executive shall be entitled to participate in all employee benefit plans, practices, and programs maintained by the Company, as in effect from time to time (collectively, "**Employee Benefit Plans**") to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or terminate any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law. The Company currently maintains, and will continue to maintain, Directors and Officers Liability Insurance.

4.5 Vacation; Paid Time Off. During the Employment Term, the Executive shall be entitled to six weeks of paid vacation days per calendar year (prorated for partial years) in accordance with the Company's vacation policies, as in effect from time to time.

4.6 Business Expenses. The Executive shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment, and travel expenses incurred by the Executive in connection with the performance of the Executive's duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

4.7 Legal Fees Incurred in Negotiating the Agreement. The Company shall reimburse Executive for his reasonable legal fees incurred in negotiating and drafting this Agreement subject to providing an invoice to the Company. Such fees will be paid to counsel or reimbursed to Executive as the case may be within 10 days of the submission of counsels' invoice.

4.8 Indemnification.

In the event that the Executive is made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "**Proceeding**"), other than any Proceeding initiated by the Executive or the Company related to any contest or dispute between the Executive and the Company or any of its affiliates with respect to this Agreement or the Executive's employment hereunder, by reason of the fact that the Executive is or was a director or officer of the Company, or any affiliate of

the Company, or is or was serving at the request of the Company as a director, officer, member, employee, or agent of another corporation or a partnership, joint venture, trust, or other enterprise, the Executive shall be indemnified and held harmless by the Company to the maximum extent permitted under applicable law and the Company's bylaws from and against any liabilities, costs, claims, and expenses, including all costs and expenses incurred in defense of any Proceeding (including attorneys' fees). Costs and expenses incurred by the Executive in defense of such Proceeding (including attorneys' fees) shall be paid by the Company in advance of the final disposition of such litigation upon receipt by the Company of: (i) a written request for payment; (ii) appropriate documentation evidencing the incurrence, amount, and nature of the costs and expenses for which payment is being sought; and (iii) an undertaking adequate under applicable law made by or on behalf of the Executive to repay the amounts so paid if it shall ultimately be determined that the Executive is not entitled to be indemnified by the Company under this Agreement.

(a) During the Employment Term and for a period of six (6) years thereafter, the Company or any successor to the Company shall purchase and maintain, at its own expense, directors' and officers' liability insurance providing coverage to the Executive on terms that are no less favorable than the coverage provided to other directors and similarly situated executives of the Company or any successor.

5. Termination of Employment. The Employment Term and the Executive's employment hereunder may be terminated by either the Company or the Executive at any time and for any reason; provided that, unless otherwise provided herein, either party shall be required to give the other party at least 30 days advance written notice of any termination of the Executive's employment. On termination of the Executive's employment during the Employment Term, the Executive shall be entitled to the compensation and benefits described in this Section 5 and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

5.1 Expiration of the Term, For Cause, or Without Good Reason.

(a) The Executive's employment hereunder may be terminated upon either party's failure to renew the Agreement in accordance with Section 1, by the Company for Cause, or by the Executive without Good Reason. If the Executive's employment is terminated upon either party's failure to renew the Agreement, by the Company for Cause, or by the Executive without Good Reason, the Executive shall be entitled to receive:

(i) any accrued but unpaid Base Salary and accrued but unused vacation which shall be paid on the Termination Date (as defined below);

(ii) any earned but unpaid Annual Bonus with respect to any completed calendar year immediately preceding the Termination Date, which shall be paid on the otherwise applicable payment date;

(iii) reimbursement for unreimbursed business expenses properly incurred by the Executive, which shall be subject to and paid in accordance with the Company's expense reimbursement policy; and

(iv) such employee benefits to which the Executive may be entitled under the Company's employee benefit plans as of the Termination Date; provided that, in no event shall the Executive be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

Items 5.1(a)(i) through 5.1(a)(iv) are referred to herein collectively as the "Accrued Amounts".

(b) For purposes of this Agreement, "Cause" shall mean:

(i) the Executive's willful failure to perform Executive's material duties (other than any such failure resulting from incapacity due to physical or mental illness);

(ii) the Executive's willful failure to comply with any valid and legal directive of the Board;

(iii) the Executive's willful engagement in dishonesty, illegal conduct, or gross misconduct, which is, in each case, materially injurious to the Company;

(iv) the Executive's embezzlement, misappropriation, or fraud, related to the Executive's employment with the Company;

(v) the Executive's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony or a crime that constitutes a misdemeanor involving moral turpitude;

(vi) the Executive's material violation of the Company's written policies or codes of conduct that have been distributed to the Executive, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct, or

(vii) the Executive's material breach of any material obligation under this Agreement or any other written agreement between the Executive and the Company.

For purposes of this provision, no act or failure to act on the part of the Executive shall be considered "willful" unless it is done, or omitted to be done, by the Executive in bad faith or without reasonable belief that the Executive's action or omission was in the best interests of the Company.

Termination of the Executive's employment shall not be deemed to be for Cause unless and until the Company delivers to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than a majority/three-quarters (3/4) of the Board (after reasonable written notice is provided to the Executive and the Executive is given an opportunity, together with counsel if he so chooses, to be heard before the Board), finding that the Executive has engaged in the conduct described in any of (i)-(vii) above. Except for a failure, breach, or refusal which, by its nature, cannot reasonably be expected to be cured, the Executive shall have ten (10) business days from the delivery of written notice by the Company within which to begin to cure any acts constituting Cause.

(c) For purposes of this Agreement, "Good Reason" shall mean the occurrence of any of the following, in each case during the Employment Term without the Executive's written consent:

- (i) a reduction in the Executive's Base Salary;
- (ii) a relocation of the Executive's principal place of employment by more than 30 miles from the Boston city limits;
- (iii) any material breach by the Company of any material provision of this Agreement or any material provision of any other agreement between the Executive and the Company;
- (iv) a material, adverse change in the Executive's title, authority, duties, or responsibilities from those that have been previously assigned to him (other than temporarily while the Executive is physically or mentally incapacitated or as required by applicable law); or a material adverse change in the reporting structure applicable to the Executive—such as that he no longer reports to the Board.

(d) The Executive cannot terminate employment for Good Reason unless the Executive has provided written notice to the Company of the existence of the circumstances providing grounds for termination for Good Reason within 60 days of the initial existence of such grounds and the Company has had at least 30 days from the date on which such notice is provided to cure such circumstances. If the Executive does not terminate employment for Good Reason within 120 days after the first occurrence of the applicable grounds, then the Executive will be deemed to have waived the right to terminate for Good Reason with respect to such grounds.

5.2 Non-Renewal by the Company, Without Cause, or for Good Reason. The Employment Term and the Executive's employment hereunder may be terminated by the Executive for Good Reason or by the Company without Cause or on account of the Company's failure to renew the Agreement in accordance with Section 1. In the event of such termination, the Executive shall be entitled to receive the Accrued Amounts and subject to the Executive's execution of a reasonable release of claims in favor of the Company, its

affiliates and their respective officers and directors in a form provided by the Company which otherwise contains standard provisions (the "Release") and such Release becoming effective within 30 days following the Termination Date (such 7-day period, the "Release Execution Period"), the Executive shall be entitled to receive a lump sum payment equal to 12 months of his Base Salary then in effect for the year in which the Termination Date occurs, which shall be paid within 14 days following his execution of the release agreement described above.

5.2 Death or Disability.

(a) The Executive's employment hereunder shall terminate automatically on the Executive's death during the Employment Term, and the Company may terminate the Executive's employment on account of the Executive's Disability.

(b) If the Executive's employment is terminated during the Employment Term on account of the Executive's death or Disability, the Executive (or the Executive's estate and/or beneficiaries, as the case may be) shall be entitled to receive the following:

(i) the Accrued Amounts; and

(ii) a lump sum payment equal to the Pro-Rata Bonus or Annual Bonus (as the case may be depending upon the date of death or disability) that the Executive would have earned for the calendar year in which the Termination Date occurs based on the achievement of applicable performance goals for such year, which shall be payable on the date that annual bonuses are paid to the Company's similarly situated executives, but in no event later than two-and-a-half (2 1/2) months following the end of the calendar year in which the Termination Date occurs.

(c) For purposes of this Agreement, "Disability" shall mean the Executive's inability, due to physical or mental incapacity, to perform the essential functions of the Executive's job, with or without reasonable accommodation, for one hundred eighty (180) days out of any three hundred sixty-five (365) day period

5.3 Notice of Termination. Any termination of the Executive's employment hereunder by the Company or by the Executive during the Employment Term (other than termination pursuant to Section 5.2(a) on account of the Executive's death) shall be communicated by written notice of termination ("**Notice of Termination**") to the other party hereto in accordance with Section 14. The Notice of Termination shall specify:

(a) The termination provision of this Agreement relied upon;

(b) To the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated; and

(c) The applicable Termination Date.

5.4 Termination Date. The Executive's "Termination Date" shall be:

(a) If the Executive's employment hereunder terminates on account of the Executive's death, the date of the Executive's death;

(b) If the Executive's employment hereunder is terminated on account of the Executive's Disability, the date that it is determined that the Executive has a Disability;

(c) If the Company terminates the Executive's employment hereunder for Cause, the date the Notice of Termination is delivered to the Executive;

(d) If the Company terminates the Executive's employment hereunder without Cause, the date specified in the Notice of Termination, which shall be no less than 5 days following the date on which the Notice of Termination is delivered;

(e) If the Executive terminates his employment hereunder with or without Good Reason, the date specified in the Executive's Notice of Termination, which shall be no less than 5 days following the date on which the Notice of Termination is delivered; and

(f) If the Executive's employment hereunder terminates because either party provides notice of non-renewal pursuant to Section 1, the Renewal Date immediately following the date on which the applicable party delivers notice of non-renewal.

Notwithstanding anything contained herein, the Termination Date shall not occur until the date on which the Executive incurs a "separation from service" within the meaning of Section 409A.

5.5 Mitigation. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement.

5.6 Resignation of All Other Positions. On termination of the Executive's employment hereunder for any reason, the Executive agrees to resign, effective on the Termination Date from all positions that the Executive holds as an officer or member of the Board (or a committee thereof) of the Company or any of its affiliates.

6. Governing Law: Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of law principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the Commonwealth of

Massachusetts The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

7. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The parties mutually agree that the Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

8. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Executive and by an authorized member of the Board of the Company. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto 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 hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

9. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement, or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law.

The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been set forth herein.

10. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

11. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

12. Section 409A.

12.1 General Compliance. This Agreement is intended to comply with Section 409A or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. For purposes of Section 409A, each installment payment provided under this Agreement shall be treated as a separate payment. Any payments to be made under this Agreement upon a termination of employment shall only be made upon a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Executive on account of non-compliance with Section 409A.

12.2 Specified Employees. Notwithstanding any other provision of this Agreement, if any payment or benefit provided to the Executive in connection with the Executive's termination of employment is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Executive is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i), then such payment or benefit shall not be paid until the first payroll date following the six-month anniversary of the Termination Date or, if earlier, on the Executive's death (the "Specified Employee Payment Date"). The aggregate of any payments that would otherwise have been paid before the Specified Employee Payment Date [and interest on such amounts calculated based on the applicable federal rate published by the Internal Revenue Service for the month in which the Executive's separation from service occurs] shall be paid to the Executive in a lump sum on the Specified Employee Payment Date and thereafter, any remaining payments shall be paid without delay in accordance with their original schedule.

12.3 Reimbursements. To the extent required by Section 409A, each reimbursement or in-kind benefit provided under this Agreement shall be provided in accordance with the following:

(a) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during each calendar year cannot affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year;

(b) any reimbursement of an eligible expense shall be paid to the Executive on or before the last day of the calendar year following the calendar year in which the expense was incurred; and

(c) any right to reimbursements or in-kind benefits under this Agreement shall not be subject to liquidation or exchange for another benefit.

12.4 Tax Gross-ups. Any tax gross-up payments provided under this Agreement shall be paid to the Executive on or before

13. Successors and Assigns. This Agreement is personal to the Executive and shall not be assigned by the Executive. Any purported assignment by the Executive shall be null and void from the initial date of the purported assignment. The Company may assign this Agreement to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of the Company. This Agreement shall inure to the benefit of the Company and permitted successors and assigns.

14. Notice. Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by overnight carrier to the parties at the addresses set forth below (or such other addresses as specified by the parties by like notice):

If to the Company:

Resthaven Corporation and/or Benjamin Healthcare Center

120 Fisher Avenue, Boston, MA 02120

Board of Directors

If to the Executive:

134 Morrissey Rd, Marlborough, MA 01752

15. Representations of the Executive. The Executive represents and warrants to the Company that:

(a) The Executive's acceptance of employment with the Company and the performance of duties hereunder will not conflict with or result in a violation of, a breach of, or a default under any contract, agreement, or understanding to which the Executive is a party or is otherwise bound.

(b) The Executive's acceptance of employment with the Company and the performance of duties hereunder will not violate any non-solicitation, non-competition, or other similar covenant or agreement of a prior employer.

16. Withholding. The Company shall have the right to withhold from any amount payable hereunder any Federal, state, and local taxes in order for the Company to satisfy any withholding tax obligation it may have under any applicable law or regulation.

17. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

18. Acknowledgement of Full Understanding. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE EXECUTIVE HAS FULLY READ, UNDERSTANDS AND VOLUNTARILY ENTERS INTO THIS AGREEMENT. THE EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE EXECUTIVE HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF THE EXECUTIVE'S CHOICE BEFORE SIGNING THIS AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Resthaven Corporation

By _____

Name: Evan Tobasky

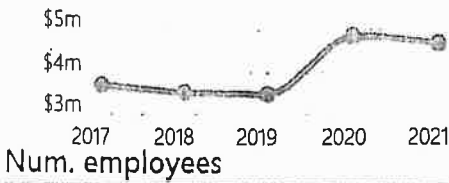
Title: Treasurer

EXECUTIVE

Signature: _____

Print Name: _____

\$4,701,445



117



Program areas at Edgar P Benjamin Healthcare Center

Skilled nursing care and educational services: provide nursing care to the elderly through the operation of a 164 bed nursing home and provide educational support services as a supporting service. The organization also provides educational opportunities and vocational training for individuals who work in long term care facilities or otherwise care for the elderly, additionally, the organization provides school-aged children with intergenerational learning opportunities that allow them to gain skills and knowledge from the older generation.

Personnel at Edgar P Benjamin Healthcare Center

Name	Title	Compensation
Tony Francis	President and Chief Executive Officer	\$628,592
Erin Shanley	Rehabilitation Director / Registered N	\$126,720
Marise Colso	Director of Nursing	\$132,065
Blessing Onuigbo	LPN / Registered N	\$123,191
David Ukpokpo	Registered N / Registered N / Registered N / Registered Nurse	\$141,369

...and 6 more key personnel (/accounts/subscribe_core/?detail=personnel).

Financials for Edgar P Benjamin Healthcare Center

Revenues Expenses Assets Liabilities

EXHIBIT I

KLAND

at Rockland, MA 02370
Requested

Account Number
Statement Date
Statement Thru Date
Page

01/31/2
01/31/2

Debits

Withdrawals

Description	Amount
CAN EXPRESS/LOAN PMT 9971321 BENJAMIN HEAL THCARE CE	175.00
EM - INSUFFICIENT CHARGE	350.00
EM - UNCOLLECTED CHARGE DAILY MAX UNCOLLECTED FEE IS \$175.00	175.00
EM - INSUFFICIENT CHARGE	35.00
EM - UNCOLLECTED CHARGE DAILY MAX UNCOLLECTED FEE IS \$175.00	700.00
EM - OVERDRAFT CHARGE	175.00
EM - INSUFFICIENT CHARGE	280.00
EM - UNCOLLECTED CHARGE DAILY MAX UNCOLLECTED FEE IS \$175.00	315.00
EM - OVERDRAFT CHARGE	770.00
EM - INSUFFICIENT CHARGE	75,000.00
EM - OVERDRAFT CHARGE	95,000.00
DE TRANSFER TO DD XX3872	97,859.25
DE TRANSFER TO DD XX3872	25.00
DE TRANSFER TO DD XX3872	175.00
DE TRANSFER TO DD XX3872	68,155.00
DE TRANSFER TO DD XX3872	2,000.00
DE TRANSFER TO DD XX3872	4,000.00
DE TRANSFER TO DD XX3872	25.00

EXHIBIT J

Marise Colso, RN (EPBHC Director of Nursing Services)

From: Tony Francis
Sent: Thursday, September 16, 2021 3:36 PM
To: Marise Colso, RN (EPBHC Director of Nursing); Ann Marie Carberry
Cc: Tobbie Marshall
Subject: deposit from Resident MC

The \$500 MC deposit. Is in the safe in business office

Tony Francis, MBA
CEO and President
Edgar P. Benjamin Healthcare Center
120 Fisher Ave
Boston, MA 02120
O:617-738-1500
C:617-899-9178
eFax:857-259-5161

EXHIBIT K

Johnson v. The Edgar P. Benjamin Healthcare Center, Inc.

Decided Nov 20, 2019

SUCV20180033BLS2

11-20-2019

Goret Johnson et al. Individually and on Behalf of
Others Similarly Situated v. The Edgar P.
Benjamin Healthcare Center, Inc.

Janet L. Sanders, Justice

File Date: November 21, 2019

Judge (with first initial, no space for Sullivan,
Dorsey, and Walsh): Sanders, Janet L., J.

MEMORANDUM OF DECISION AND ORDER ON DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

Janet L. Sanders, Justice

Plaintiffs Goret Johnson and Natacha Thermitus bring this action against The Edgar P. Benjamin Healthcare Center, Inc. (EBHC), alleging that EBHC routinely altered the time records of its non-exempt employees to avoid paying them for the entirety of the time they worked. Johnson, EBHC's former Human Resources (HR) Director, maintains that EBHC terminated her for bringing employees' concerns about this so-called "time shaving" to the attention of EBHC and asserts a retaliation claim under the Wage Act (Count I), a common-law retaliation claim (Count III) as well as a Wage Act claim for unpaid sick time (Count II). Thermitus, a licensed practical nurse, alleges that she was one of the employees whose time records EBHC altered and asserts a claim under the Wage Act (Count IV) and a claim for breach of contract (Count V). Thermitus asserts these claims

individually and on behalf of those similarly situated. EBHC now moves for summary judgment on all their claims. The plaintiffs do not oppose the motion as to Counts II and Count V. With regard to the remaining Counts, this Court concludes that the Motion must be *DENIED*.

BACKGROUND

The summary judgment record, construed in the light most favorable to the plaintiffs as the nonmoving parties, shows the following. EBHC provides skilled nursing and rehabilitation services to low-income Boston residents. It employs a variety of nursing staff and maintenance workers, most of whom are members of the 1199SEIU United Healthcare Workers East (Union) and are subject to a Collective Bargaining Agreement (CBA). From September 2016 to December 2017, Thermitus, a licensed practical nurse, was part of EBHC's nursing staff. In January 2017, she became a Union member and her regular rate of pay was raised to \$28 per hour.

At all relevant times, EBHC used a third-party vendor, ADP, to process its payroll. EBHC also used an ADP-provided time clock for tracking the work time of its nursing staff and other non-exempt employees. These employees, including Thermitus, were required to punch into the time clock when their shifts began and punch out when their shifts ended. EBHC nurses worked according to three different shifts: 7:00 am to 3:00 pm (first shift), 3:00 pm to 11:00 pm (second shift), and 11:00 pm to 7:00 am (third shift). Among other things, the CBA then in effect provides that Union employees must "be on their unit or department

ready to work at the start of their scheduled shift; punch out no earlier than the end of their scheduled shift; and may not leave their unit or department until the end of their scheduled shift to wait at the time clock in order to punch out." CBA at § 9.2(d). The CBA also provides that employees have a seven-minute grace period to punch in at the beginning of their shift, "which shall not be abused." *Id.*

From January 2016 to December 2017, Johnson was employed as EBHC's HR Director. She reported directly to Tony Francis, EBHC's Chief Executive Officer. According to Johnson (and this Court accepts her deposition testimony as true for purposes of this motion), she almost immediately began to receive complaints from fellow employees that they were not paid for the entirety of the time they worked. Some of these individuals provided printouts of their punch times to support their assertions. Johnson brought the complaints to the attention of both Tobbie Marshall, the head of payroll, and to Francis and requested that these employees be paid what they were purportedly owed. In her deposition testimony, Johnson specifically identified multiple employees, including Thermitus, who reported these alleged errors to her. Thermitus in turn spoke with Ursula Allston, EBHC's scheduler, and Ana-Paula Santos, Francis' executive assistant, about these discrepancies in the payroll records. In each instance, EBHC subsequently paid the employee additional wages.

Matters came to a head in October/November 2017. Johnson logged into the ADP system because the number of complaints was increasing. Once she logged in, she realized that employees' punch times were being manually altered and that the system had recorded who made those changes. Based on her review of those records, she determined that it was Marshall who had edited the employees' punch times. Johnson confronted Marshall, who purportedly implicated Santos, Francis's executive assistant. Johnson then spoke with Francis, who told her that Marshall was

intentionally erasing employees' time. Johnson told Francis that she planned to investigate the issue. Following this conversation, she did just that, running payroll reports. Francis terminated Johnson in December 2017. EBHC does not presently assert that Johnson was fired for poor performance and has provided no reason for her termination.

In support of its Motion, EBHC has submitted affidavits from Francis and Marshall. Francis's affidavit neither discusses Johnson's termination nor contradicts Johnson's description of her interactions with him. Marshall's affidavit describes one instance in which Johnson allegedly approached her with a question about missing pay in an unidentified male employee's check. However, it does not address any of the other conversations Johnson purports to have had with her. In any event, these affidavits would at best raise disputes of fact. What is undisputed is that EBHC's time records do indeed contain numerous examples of alterations in employees' punch times.

DISCUSSION

The standard that this Court applies is well established. The defendant as the moving party bears the burden of affirmatively demonstrating that there is no genuine issue of material fact such that it is entitled to judgment as a matter of law. Rule 56(c), Mass.R.Civ.P. A fact is "material" if it would affect the outcome. *Carey v. New England Organ Bank*, 446 Mass. 270, 278 (2006). It is "genuine" if a reasonable fact finder could return a verdict for the nonmoving party. *Flesner v. Technical Communications Corp.*, 410 Mass. 805, 809 (1991). When assessing whether a genuine factual dispute exists, the court will construe the facts in the light most favorable to the nonmoving party. *Harrison v. NetCentric Corp.*, 433 Mass. 465, 468 (2001). In the instant case, there are clearly genuine issues of material fact in dispute. This Court will largely confine itself to discussing the legal arguments that the defendant raises.

Count I is brought pursuant to the second paragraph of G.L.c. 149, § 148A which prohibits an employer from "discharg[ing] or in any other manner discriminat[ing] against any employee because such employee has made a complaint to the attorney general or any other person ..." To succeed on this claim, Johnson must put forward evidence that she engaged in protected conduct, that she suffered some adverse action, and that a causal connection existed between the protected conduct and the adverse action. See *Mole v. University of Massachusetts*, 442 Mass. 582, 591-92, 595 (2004). EBHC argues that Johnson cannot prevail on Count I because she did not engage in activity protected by G.L.c. 149, § 148A: rather than exercising her own rights under the statute, Johnson (EBHC argues) was simply passing on the concerns of other employees. EBHC analogizes this case to *Smith v. Winter Place, LLC*, 447 Mass. 363, 365-66 (2006), but that case is distinguishable on its facts.

Smith concerned a maitre d' who designed and implemented a tip pooling system for a restaurant's wait staff and was later fired when he told management that the staff believed the system violated the Wage Act. The SJC concluded that the maitre d' could not benefit from the Wage Act's protection against retaliation because he was simply conveying complaints to higher management about a system that he himself created and implemented. In the instant case, Johnson played no part in altering payroll records and repeatedly advocated for the employees, acting as much more than a conduit for their complaints. Significantly, the SJC in *Smith* stated that the second paragraph of G.L.c. 149, § 148A "likely would protect an employee (or manager) from being punished for asserting the rights of another employee or complaining to management on that employee's behalf." *Id.* at 369. Under this interpretation, Johnson clearly falls within the statutory protection against retaliation. That there may be testimony in the record to contradict

Johnson's account or that this is not otherwise corroborated is certainly not a basis for granting summary judgment.

Count III asserts a claim for retaliation under the common law. As it did with Count I, EBHC argues that this claim fails because Johnson was not asserting her own rights but rather the rights of others. This common-law right of action is not as narrow as EBHC depicts it, however. The common law provides redress to an at-will employee who is terminated for "asserting a legally guaranteed right," for "doing what the law requires," or for "refusing to do what the law forbids." *Smith-Pfeffer v. Superintendent of the Walter E. Fernald State School*, 404, Mass. 145, 149-50 (1989). That Johnson was asserting another's rights does not mean she is deprived of a common-law remedy. In a footnote to its memorandum, EBHC asserts an alternative basis for summary judgment, contending that, if the Wage Act claim survives, then plaintiffs may not simultaneously assert this common-law claim because it is "preempted." In support, however, it cites *Lipsitt v. Plaud*, 466 Mass. 240 (2013), which reaches the opposite conclusion, expressly holding that the Wage Act did not preempt common-law claims for breach of contract and quasi-contract. Although establishing a violation of the Wage Act provides the plaintiff with the added benefit of treble damages and attorneys fees, there is no reason at this point in the litigation to dismiss the common-law claim, since it provides an alternative basis for relief if for any reason the plaintiff is unable to pursue the statutory claim.

EBHC also makes a preemption argument as to Thermitus's Wage Act claim (Count IV), contending that, because Thermitus is a Union employee subject to a collective bargaining agreement, her claim is preempted by Section 301 of the Labor Management Relations Act (LMRA), 29 U.S.C. § 185(a). This Court disagrees. Section 301 of the LMRA preempts a state law claim only where "the resolution of [that] claim depends on the meaning of a collective-bargaining

agreement." *Lingle v. Norge Div. of Magic Chef, Inc.*, 486 U.S. 399, 405-06 (1988). That occurs only where the claim is "founded directly on rights created by [the] collective-bargaining agreement[]" or "substantially dependent on analysis of [the] collective-bargaining agreement." *Caterpillar, Inc. v. Williams*, 482 U.S. 386, 394 (1987) (internal quotation marks omitted and emphasis added). See also *Butler v. Verizon New England, Inc.*, 68 Mass.App.Ct. 317, 321 (2007) (no preemption unless the claim is "inextricably intertwined with the pertinent terms of the CBA") (internal quotation marks omitted). Where the meaning of the CBA is not in dispute or where it is simply "consulted rather than actively interpreted" in the course of state-law litigation, the state law claim is not preempted. *Livadas v. Bradshaw*, 512 U.S. 107, 124 (1994). See also *Butler*, 68 Mass.App.Ct. at 322; *Rueli v. Baystate Health, Inc.*, 835 F.3d 53, 58 n.3 (1st Cir. 2016). In the instant case, the CBA is relevant only to the extent that it sets forth wages, hours and overtime, and explains that employees are required to punch in and out. This lawsuit does not call into question the meaning of these provisions. Rather, the dispute is a factual one— whether EBHC altered the time records of Thermitus and other employees.

EBHC secondarily argues that Count IV must be dismissed because Thermitus failed to exhaust the grievance and arbitration procedures outlined in Article 18 of the CBA. The SJC has made clear, however, that "the right to timely payment of wages [under G.L.c. 149, § 148] is a distinct, independent statutory right that can be enforced judicially" notwithstanding whether the

entitlement to compensation is addressed in a collective bargaining agreement. *Newton v. Commissioner of Dept. of Youth Servs.*, 62 Mass.App.Ct. 343, 347 (2004). Given the existence of that independent right, a plaintiff is not required to pursue administrative remedies before commencing an action to recover overtime and the other wages. *Id.* at 347.

Finally, EBHC argues that the evidence is insufficient that Thermitus in fact was working the entirety of the time between when she punched in and when she punched out and thus will be unable to show that she was not paid for the hours worked. However, Thermitus testified that she was working whenever she punched in; this is in itself enough to create a genuine factual dispute, since the credibility of that claim can only be resolved by the trier of fact. Moreover, this argument ignores the summary judgment standard, which requires this Court to draw all reasonable inferences in favor of the nonmoving party.

CONCLUSION AND ORDER

For the foregoing reasons, Counts II and V are hereby *DISMISSED* with the plaintiffs' agreement. As to the remaining counts, the defendant's Motion for Summary Judgment is *DENIED*. Plaintiff's Motion for Class Certification is scheduled for hearing on January 16, 2020 at 2:00 p.m.

EXHIBIT L

PAST DUE BILLS
No payments made in 2023
(electricity)
(water)

EVERSOURCE

Account Number: **2603 143 1005**
 Statement Date: 01/19/24

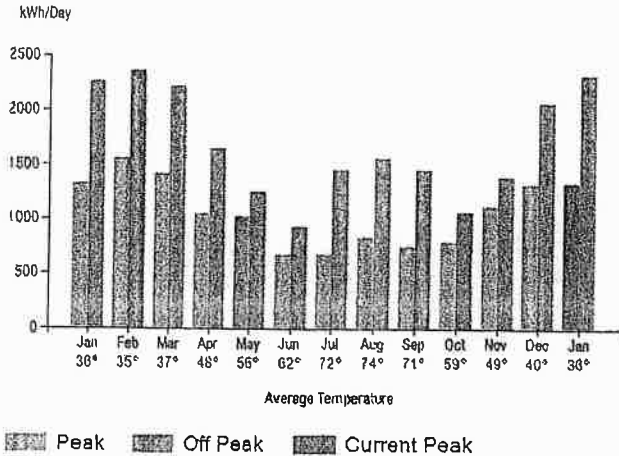
Service Provided To:
 REST HAVEN CORP

Total Amount Due
 by 02/13/24

\$339,562.32

Amount Due On 01/12/24 \$308,897.89
 Last Payment Received \$0.00
 Balance Forward \$308,897.89
 Total Current Charges \$30,664.43

Electric Usage History - Kilowatt Hours (kWh)



Current Charges for Electricity

Supply

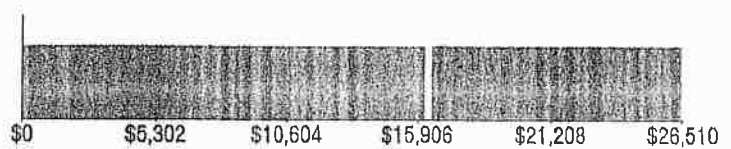
\$16,204.63

Cost of electricity from NEXTERA ENERGY SERVICES

Delivery

\$10,296.25

Cost to deliver electricity from Eversource



Your electric supplier is

NEXTERA ENERGY SERVICES
 20 GREENWAY PLAZA SUITE 600
 HOUSTON, TX 77046
 WWW.GEXAENERGY.COM
 287-528-2890

1122
 42546
 51200
 C.C. # 51200 EXT. OR. CV
 Amt. Paid 30664.43 Adm. Appr. _____
 Date Paid _____ Check # _____

News For You

Beginning Jan. 1, if you've chosen Eversource as your energy supplier, the Basic Service supply rate will increase compared to December but remain significantly lower than last winter's rate. How much you pay will depend on how much energy you use and weather conditions. To learn about the programs we offer to help manage your energy use and help you pay your bill this winter, visit Eversource.com/winter-bill.

Remit Payment To: Eversource, PO Box 56007, Boston, MA 02205-6007

EM_TOU_240112.TXT-141-00000097

EVERSOURCE

Account Number: **2603 143 1005**

You may be subject to a 1.02% late payment charge if the "Total Amount Due" is not received by 02/13/24.

Please make your check payable to Eversource or to make your payment today visit Eversource.com.

If mailing your payment, please allow up to 5 business days to post to your account.

Total Amount Due
 by 02/13/24

\$339,562.32

Amount Enclosed

000071 000000097



REST HAVEN CORP
 BENJAMIN HEALTHCARE CTR
 120 FISHER AVE
 ROXBURY XING MA 02120-3320



Eversource
 PO Box 56007
 Boston, MA 02205-6007



23 5 8



View and Pay your Bill Online
At www.bwsc.org/my-account
Activation Code 84048C

For Pay-by-Phone
(844) 470-5881

For Questions Call Customer Service
(617) 989-7800

ACCOUNT SUMMARY	
Account Number	1417353
Customer	RESTHAVEN CORPORATION 120 FISHER AV ROXBURY, MA 02120-3320
Previous Bill Date	12/03/2023
Current Bill Date	01/01/2024
Due Date	02/02/2024
Previous Total	\$162,915.76
Payments Received	\$0.00
Open Amount Due	\$162,915.76
Current Charges	\$12,966.59
Total	\$175,882.35
Please Pay	\$175,882.35

Payments must be received by 02/02/2024 to avoid delinquency charges.
All past due balances are subject to accrued delinquency charges.
Esta cuenta (bill) es muy importante y puede afectar su servicio de agua.
Por favor traduzcala inmediatamente.

CURRENT TRANSACTIONS		PAYMENTS RECEIVED	
SERVICE CHARGES		TOTAL PAYMENTS RECEIVED	\$0.00
Water	\$4,436.98		
Sewer	\$6,635.57		
Fire Pipe Size 6" Quantity 1 (11/24/2023 - 12/23/2023)	\$62.10		
TOTAL SERVICE CHARGES	\$11,134.65		
OTHER CHARGES AND ADJUSTMENTS			
Grease Trap Fee	\$200.00		
TOTAL OTHER CHARGES AND ADJUSTMENTS	\$200.00		
DELINQUENCY CHARGES	\$1,631.94		
TOTAL CURRENT CHARGES	\$12,966.59		
		OTHER	
		Vendor # <u>1028</u> Invoice # <u>1417353861788</u>	
		<u>42840</u>	
		G. L. # <u>51200</u> EXT. OK <u>ew</u>	
		Amt. Paid <u>12966.59</u> Adm. App	
		Date Paid _____ Check # _____	

SPECIAL MESSAGES

After a snowstorm, shovel out fire hydrants to assist the fire department in case of an emergency. Clean snow and debris from the tops of storm drains to prevent street flooding. Find a catch basin or a fire hydrant in your neighborhood at bwsc.org. BWSC found high levels of lead in drinking water in some homes. Lead can cause serious health problems. For more information please call (617) 989-7888 or visit bwsc.org. BWSC meters are scheduled to be read daily by an automatic meter reading system.

Please provide your account number on all correspondence.

Please return this portion of the bill with your payment.



0014173538017588235

Account Number	Due Date	Please Pay	Amount Paid
1417353	02/02/2024	\$175,882.35	

**MAKE CHECKS PAYABLE TO
BOSTON WATER AND SEWER**

Contact Customer Service for Address Change
878 1 AV 0.495 4 147914
*****AUTO**SCH 5-DIGIT 02118 147914 135 4 S000878

RESTHAVEN CORPORATION
120 FISHER AVE
ROXBURY MA 02120-3320

BOSTON WATER AND SEWER COMMISSION
P.O. BOX 55466
BOSTON, MA 02205-5466



ROCKLAND TRUST

288 Union Street Rockland, MA 02370
Return Service Requested

Account Number
Statement Date
Statement Thru Date
Check/Items Enclosed
Page

777177940
11/30/2023
11/30/2023
12
1



00041678 MRTDDASV120123064105 01 00000000 0000000 005
THE EDGAR P BENJAMIN HEALTHCARE
PAYROLL ACCOUNT
120 FISHER AVE
ROXBURY MA 02120-3320

Customer Service Information

Personal Customers: 508.732.7072
 Business Customers: 508.732.7078
 Mon-Fri: 7:00 a.m. to 8:00 p.m.
 Sat: 8:00 a.m. to 5:00 p.m.
 Sun: 10:00 a.m. to 3:00 p.m.

24/7 Telephone Banking: 508.732.3880

Visit us online at: RocklandTrust.com

Routing Number: 011304478

IMPORTANT MESSAGE(S)

The holiday season is approaching and we are excited to share our 3rd Annual Small Business Shopping Guide with you. This online resource highlights local businesses with the most gift-worthy items to make your holiday shopping season a breeze. Visit RocklandTrust.com/SBSG to see the list and start shopping!

RELATIONSHIP SUMMARY AND CURRENT STATEMENT ACTIVITY

Account Type	Account Number	Balance
FREE BUSINESS CHECKING	777177940	-\$137,071.14

FREE BUSINESS CHECKING Account Number: 777177940
Account Owner(s): THE EDGAR P BENJAMIN HEALTHCARE

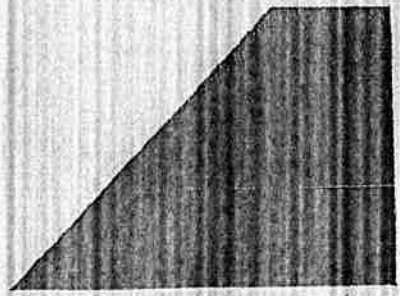
Balance Summary

Beginning Balance as of 11/01/2023	\$118,088.30
+ Deposits and Credits (32)	\$765,905.04
- Withdrawals and Debits (44)	\$1,021,054.48
Ending Balance as of 11/30/2023	-\$137,071.14
Service Charges for Period	\$0.00



Engaged in international business?

Rockland Trust provides a variety of trade services for your global banking needs. Get started today by visiting RocklandTrust.com/FX or email FXservices@RocklandTrust.com.



ROCKLAND TRUST

288 Union Street Rockland, MA 02370
Return Service Requested

Account Number 777177940
Statement Date 11/30/2023
Statement Thru Date 11/30/2023
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Miscellaneous Credits

Date	Description	Deposits
Nov 01	DEPOSIT	10,646.00
Nov 02	ROXBURY PREP CHA/PAYMENT 20231005\ SUPPLIER_CONN EC EDGAR P. BENJAMIN HEAL	75,131.57
Nov 02	COMWELCARSCO8623/HCCCLAIMPMT TRN*1*42885*1043576900\ EDGAR P BENJAMIN HEALT	4,095.52
Nov 03	DEPOSIT	3,700.00
Nov 03	DEPOSIT	17,000.00
Nov 06	DEPOSIT	5,148.69
Nov 06	REFUND OVERDRAFT CHARGE	35.00
Nov 07	DEPOSIT	863.20
Nov 07	FROM 3961	13,000.00
Nov 07	REVERSAL OF SERVICE CHARGE FOR WIRE TRAN	25.00
Nov 07	BOSTON/HCCCLAIMPMT TRN*1*23310B1000042261* 043373331~000000009479 BENJAMIN HEALTH CARE	2,260.24
Nov 07	REVERSAL OF WT DR ADP INC-01361	21,000.00
Nov 08	DEPOSIT	1,771.20
Nov 08	WISCONSIN PHYSIC/HCCCLAIMPMT TRN*1*EFT9769449*1391268299*000005901~225654 EDGAR P BENJAMIN HEALT	30,114.10
Nov 09	DEPOSIT	1,300.00
Nov 09	WT CR MARIE M DORGILLES JEAN-02856	60,000.00
Nov 13	COMWELCARSCO8623/HCCCLAIMPMT TRN*1*44607*1043576900\ EDGAR P BENJAMIN HEALT	129.11
Nov 14	BOSTON/HCCCLAIMPMT TRN*1*23317B1000057749* 043373331~000000009479 BENJAMIN HEALTH CARE	8,960.26
Nov 16	DEPOSIT	5,794.10
Nov 20	DEPOSIT	1,746.96
Nov 20	ROXBURY PREP CHA/PAYMENT LATE FEE 20231005\ SUPPLIER_CONN EC EDGAR P. BENJAMIN HEAL	1,000.00
Nov 20	COMM OF MASS/HCCCLAIMPMT TRN*1*000032113003641*1046002284*1056966 94\ VC6000157162 EDGAR P BENJAMIN HLTH	269,370.40
Nov 20	COMM OF MASS/HCCCLAIMPMT TRN*1*000032113003639*1046002284*7000555 67\ VC6000157162 EDGAR P BENJAMIN HLTH	64,478.46
Nov 20	COMWELCARSCO8623/HCCCLAIMPMT TRN*1*47534*1043576900\ EDGAR P BENJAMIN HEALT	47,677.63
Nov 21	WISCONSIN PHYSIC/HCCCLAIMPMT TRN*1*EFT9767492*1391268299*000005901~225654 EDGAR P BENJAMIN HEALT	8,487.58
Nov 22	WISCONSIN PHYSIC/HCCCLAIMPMT TRN*1*EFT9768706*1391268299*000005901~225654 EDGAR P BENJAMIN HEALT	5,184.79
Nov 24	AMERICAN EXPRESS/LOAN 9877002 BENJAMIN HEALTHCARE CE	11,000.00
Nov 24	WISCONSIN PHYSIC/HCCCLAIMPMT TRN*1*EFT9770188*1391268299*000005901~225654 EDGAR P BENJAMIN HEALT	1,375.35
Nov 27	COMWELCARSCO8623/HCCCLAIMPMT TRN*1*48726*1043576900\ EDGAR P BENJAMIN HEALT	14,311.25
Nov 27	COMM OF MASS/HCCCLAIMPMT TRN*1*000032713011569*1046002284*1057040 11\ VC6000157162 EDGAR P BENJAMIN HLTH	7,592.84
Nov 29	DEPOSIT	50,114.77
Nov 30	WISCONSIN PHYSIC/HCCCLAIMPMT TRN*1*EFT9774545*1391268299*000005901~225654 EDGAR P BENJAMIN HEALT	21,591.02

ROCKLAND

288 Union Street Rockland, MA 02370
Return Service Requested

Account Number 777177040
Statement Date 11/30/2023
Statement Thru Date 11/30/2023
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Miscellaneous Debits

Date	Description	Withdrawals
Nov 01	WT DR ADP INC-04191	318,000.00
Nov 01	SERVICE CHARGE FOR WIRE TRANSFER-04191	25.00
Nov 02	WT DR ADP INC-02808	87,728.10
Nov 02	SERVICE CHARGE FOR WIRE TRANSFER-02808	25.00
Nov 02	PD ITEM - UNCOLLECTED CHARGE	25.00
Nov 05	TELE TRF DR	17,000.00
Nov 07	WT DR ADP INC-01361	21,000.00
Nov 07	WT DR ADP INC-01421	21,000.00
Nov 07	SERVICE CHARGE FOR WIRE TRANSFER-01361	25.00
Nov 07	SERVICE CHARGE FOR WIRE TRANSFER-01421	25.00
Nov 08	ONLINE TRANSFER TO DD XX3872	3,538.00
Nov 08	WT DR ADP INC-00873	200.00
Nov 08	SERVICE CHARGE FOR WIRE TRANSFER-00873	25.00
Nov 09	ADP WAGE GARN/WAGE GARN 716090762306J6J EDGAR P BENJA HEALT CE	996.23
Nov 09	ADP TAX/ADP TAX 09J6J 110944A01 EDGAR P BENJA HEALT CE	21,784.31
Nov 09	SERVICE CHARGE FOR WIRE TRANSFER-02658	12.00
Nov 09	RT ITEM - INSUFFICIENT CHARGE	70.00
Nov 10	VOYA NAT TRST 182/SPNSR P/R 81D220 1002 NON UNION	3,858.89
Nov 15	USAA.COM PAYMNT/LOAN EDGAR P. BENJAMIN HEAL	2,758.00
Nov 20	ONLINE TRANSFER TO DD XX3872	5,000.00
Nov 20	WT DR ADP INC-00630	279,718.18
Nov 20	ADP TAX/ADP TAX 09J6J 2414288VV EDGAR P BENJA HEALT CE	1,122.53
Nov 20	AMEX EPAYMENT/ACH PMT W7764 TONY FRANCIS	52,125.85
Nov 20	SERVICE CHARGE FOR WIRE TRANSFER-00630	25.00
Nov 21	USAA.COM PAYMNT/LOAN EDGAR P. BENJAMIN HEAL	2,937.39
Nov 21	BCBS MASS/PREMIUM REF*BFPMTID*1044743170\ 4959204 ACCOUNT 4959204	109,130.00
Nov 24	ADP WAGE GARN/WAGE GARN 935629010612J6J EDGAR P BENJA HEALT CE	1,057.96
Nov 24	ADP WAGE PAY/WAGE PAY 935629010611J6J EDGAR P BENJA HEALT CE	214,350.24
Nov 24	PD ITEM - OVERDRAFT CHARGE	70.00
Nov 28	PD ITEM - OVERDRAFT CHARGE	70.00
Nov 29	RT ITEM - INSUFFICIENT CHARGE	105.00
Nov 30	NEGATIVE BALANCE FEE	35.00

Checks

* Indicates a Skip in Check Number(s)

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
Nov 02	4967	3,858.29	Nov 21	4974	7,994.72	Nov 21	4980	200.00
Nov 24	*4969	21,947.48	Nov 24	4975	375.00	Nov 20	4981	543.50
Nov 22	*4972	5,122.00	Nov 20	*4978	3,000.00	Nov 28	4982	1,750.00
Nov 22	4973	3,490.00	Nov 21	4979	200.00	Nov 28	*4988	8,712.00

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
Nov 01	10,709.30	Nov 10	65,975.20	Nov 22	5,436.31
Nov 02	87,078.10	Nov 13	66,104.31	Nov 24	-220,009.02
Nov 03	19,990.00	Nov 14	75,064.57	Nov 27	-198,104.93
Nov 05	8,173.69	Nov 15	72,306.57	Nov 28	-208,636.93
Nov 07	3,272.13	Nov 16	78,100.67	Nov 29	-158,627.16
Nov 08	31,394.43	Nov 20	120,838.95	Nov 30	-137,071.14
Nov 09	69,831.89	Nov 21	8,863.52		

ROCKLAND

880 Union Street Rockland, MA 02370
Return Service Requested

Account Number
Statement Date
Statement Thru Date
Check/Items Enclosed
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⑆001144⑆ MRTDDASV020124044331 01 000000000 0000000 025
THE EDGAR P BENJAMIN HEALTHCARE
PAYROLL ACCOUNT
120 FISHER AVE
ROXBURY MA 02120-3320

Customer Service Information

Personal Customers: 508.732.7072
 Business Customers: 508.732.7078
 Mon-Fri: 7:00 a.m. to 8:00 p.m.
 Sat: 8:00 a.m. to 5:00 p.m.
 Sun: 10:00 a.m. to 3:00 p.m.
 24/7 Telephone Banking: 508.732.8880
 Visit us online at: RocklandTrust.com
 Routing Number: 011804478

IMPORTANT MESSAGE(S)

Do you know the three signs that a text message is a scam?
 Your bank will never ask you to...

- * Call a number that isn't their official number
- * Click a suspicious link
- * Text them your PIN, password, or Social Security Number

If you have fallen victim to a scam, please call 508.732.7072.

RELATIONSHIP SUMMARY AND CURRENT STATEMENT ACTIVITY

Account Type	Account Number	Interest Paid In 2023	Balance
FREE BUSINESS CHECKING	777177940	\$0.00	\$17,387.68

FREE BUSINESS CHECKING

Account Number: 777177940

Account Owner(s): THE EDGAR P BENJAMIN HEALTHCARE

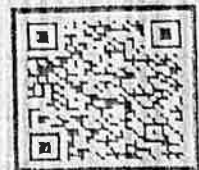
Balance Summary

Beginning Balance as of 01/01/2024	\$13,667.60
+ Deposits and Credits (40)	\$809,218.54
- Withdrawals and Debits (192)	\$805,498.46
Ending Balance as of 01/31/2024	\$17,387.68
Service Charges for Period	\$13.00



ROCKLAND SCHOLARSHIP PROGRAM

APPLY ONLINE



ROCKLAND TRUST

288 Union Street Rockland, MA 02370
Return Service Requested

Account Number
Statement Date
Statement Thru Date
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Miscellaneous Credits

Date	Description	Deposits
		5,560.32
		15,064.43
Jan 02	DEPOSIT	4,126.06
Jan 02	COMM OF MASS/HCCLAIMPMT TRN*1*000036313001999*1046002284*1057403 27\ VC6000157162 EDGAR P BENJAMIN HLTH	1,568.06
Jan 02	TRNSFR FROM LOAN ACCT ENDING IN 7606	20,300.00
Jan 03	TRNSFR FROM LOAN ACCT ENDING IN 7606	2,500.00
Jan 04	ONLINE TRANSFER FROM DD XX9056	1,200.00
Jan 04	ONLINE TRANSFER FROM DD XX9056	180.00
Jan 04	ONLINE TRANSFER FROM DD XX3872	4,331.56
Jan 04	ONLINE TRANSFER FROM DD XX9056	32,500.00
Jan 05	DEPOSIT	2,985.64
Jan 05	ONLINE TRANSFER FROM DD XX9056	1,085.47
Jan 08	DEPOSIT	11,452.39
Jan 08	CURO HEALTH SERV/PAYABLES EDGAR B001 EDGAR BENJAMIN HEALTHC	238.00
Jan 08	COMM OF MASS/HCCLAIMPMT TRN*1*000000514002921*1046002284*1057476 26\ VC6000157162 EDGAR P BENJAMIN HLTH	22,975.50
Jan 08	DEBIT REVERSAL	2,310.89
Jan 10	DEPOSIT	218,745.31
Jan 10	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9801479*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	
Jan 16	COMM OF MASS/HCCLAIMPMT TRN*1*000001214003269*1046002284*1057544 25\ VC6000157162 EDGAR P BENJAMIN HLTH	64,779.29
Jan 17	DEPOSIT	47,470.29
Jan 17	CURO HEALTH SERV/PAYABLES EDGAR B001 EDGAR BENJAMIN HEALTHC	80,000.00
Jan 17	TELE TRF CR	18,878.94
Jan 17	COMWELCARSCO8623/HCCLAIMPMT TRN*1*30003734*1043576900\ EDGAR P BENJAMIN HEALT	11,800.00
Jan 18	ONLINE TRANSFER FROM DD XX3872	2,000.00
Jan 18	ONLINE TRANSFER FROM DD XX3872	600.00
Jan 18	ONLINE TRANSFER FROM DD XX3872	690.64
Jan 18	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9805760*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	500.00
Jan 19	ONLINE TRANSFER FROM DD XX3872	8,997.68
Jan 19	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9806995*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	
Jan 19	DEPOSIT	1,441.10
Jan 22	DEPOSIT	16,237.21
Jan 22	COMM OF MASS/HCCLAIMPMT TRN*1*000001914006131*1046002284*1057612 75\ VC6000157162 EDGAR P BENJAMIN HLTH	80,169.70
Jan 22	COMWELCARSCO8623/HCCLAIMPMT TRN*1*30004742*1043576900\ EDGAR P BENJAMIN HEALT	37,460.59
Jan 22	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9808249*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	3,761.70
Jan 23	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9809371*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	321.63
Jan 24	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9810632*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	2,619.53
Jan 25	CURO HEALTH SERV/PAYABLES EDGAR B001 EDGAR BENJAMIN HEALTHC	10,562.01
Jan 25	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9811792*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	14,784.10
Jan 26	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9812932*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	12,328.99
Jan 29	COMM OF MASS/HCCLAIMPMT TRN*1*000002614002541*1046002284*1057684 41\ VC6000157162 EDGAR P BENJAMIN HLTH	18,632.71
Jan 30	DEPOSIT	14,234.29
Jan 30	BOSTON/HCCLAIMPMT TRN*1*24029B1000073972* 043373331~ 000000009479 BENJAMIN HEALTH CARE	10,902.71

ROCKLAND

293 Union Street Rockland, MA 02370
Return Service Requested

Account Number 777177343
Statement Date 01/31/2024
Statement Term Date 01/31/2024
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Miscellaneous Debits

Date	Description	Withdrawals
		15,092.11
Jan 02	AMERICAN EXPRESS/LOAN PMT 9971321 BENJAMIN HEALTHCARE CE	70.00
Jan 04	RT ITEM - INSUFFICIENT CHARGE	175.00
Jan 04	PD ITEM - UNCOLLECTED CHARGE DAILY MAX UNCOLLECTED FEE IS \$175.00	350.00
Jan 05	PD ITEM - UNCOLLECTED CHARGE DAILY MAX UNCOLLECTED FEE IS \$175.00	175.00
Jan 05	RT ITEM - INSUFFICIENT CHARGE	35.00
Jan 05	PD ITEM - UNCOLLECTED CHARGE DAILY MAX UNCOLLECTED FEE IS \$175.00	700.00
Jan 09	PD ITEM - OVERDRAFT CHARGE	175.00
Jan 09	RT ITEM - INSUFFICIENT CHARGE	280.00
Jan 10	PD ITEM - UNCOLLECTED CHARGE DAILY MAX UNCOLLECTED FEE IS \$175.00	315.00
Jan 11	PD ITEM - OVERDRAFT CHARGE	770.00
Jan 11	RT ITEM - INSUFFICIENT CHARGE	75,000.00
Jan 12	PD ITEM - OVERDRAFT CHARGE	85,000.00
Jan 17	ONLINE TRANSFER TO DD XX3872	37,859.71
Jan 17	ONLINE TRANSFER TO DD XX3872	25.00
Jan 17	WT DR ADP INC-01953	175.00
Jan 17	SERVICE CHARGE FOR WIRE TRANSFER-01953	88,155.54
Jan 17	PD ITEM - UNCOLLECTED CHARGE DAILY MAX UNCOLLECTED FEE IS \$175.00	2,050.00
Jan 18	AMEX EPAYMENT/AOH PMT W3994 TONY FRANCIS	4,000.00
Jan 19	ONLINE TRANSFER TO DD XX3872	35.00
Jan 19	ONLINE TRANSFER TO DD XX3872	70.00
Jan 19	PD ITEM - UNCOLLECTED CHARGE	10,000.00
Jan 19	PD ITEM - OVERDRAFT CHARGE	80,000.00
Jan 22	ONLINE TRANSFER TO DD XX9056	85.00
Jan 22	ONLINE TRANSFER TO DD XX3872	5,515.88
Jan 22	PD ITEM - UNCOLLECTED CHARGE	35.00
Jan 23	USAA.COM PAYMNT/LOAN EDGAR P. BENJAMIN HEAL	12,000.00
Jan 24	PD ITEM - OVERDRAFT CHARGE	800.20
Jan 25	TELE TRF DR	10,000.00
Jan 25	ODP LOAN PAYMENT	18,000.00
Jan 26	ONLINE TRANSFER TO DD XX3872	9,551.54
Jan 29	ONLINE TRANSFER TO DD XX3872	13.00
Jan 31	AMERICAN EXPRESS/LOAN PMT 10053655 BENJAMIN HEALTHCARE CE	
Jan 31	TRANSACTIONS 26 AT \$.50	

ATM Transaction Summary

Date	Description	Deposits	Withdrawals
Jan 22	POS PURCHASE USPS PO 2400060167 CHESTNUT HILL MA 060167 *****4707 01/22 11:01		9.35

Checks

* Indicates a Skip in Check Number(s)

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
Jan 22	123	10,000.00	Jan 16	*5194	678.00	Jan 19	5282	5,548.73
Jan 05	*4946	375.00	Jan 29	*5213	476.78	Jan 02	5283	500.00
Jan 02	*4976	680.31	Jan 02	*5217	2,259.80	Jan 12	*5286	325.08
Jan 24	*5020	900.47	Jan 24	*5226	823.59	Jan 03	5287	1,475.30
Jan 02	*5024	771.59	Jan 03	*5229	184.07	Jan 11	5288	2,079.23
Jan 17	*5033	1,179.94	Jan 02	*5232	630.35	Jan 05	*5290	1,637.29
Jan 03	*5044	2,625.51	Jan 03	*5246	2,283.82	Jan 05	5291	3,041.22
Jan 19	*5046	184.06	Jan 03	*5266	157.34	Jan 11	5292	1,912.24
Jan 03	*5051	2,102.69	Jan 17	*5270	1,043.75	Jan 05	5293	145.42
Jan 02	*5079	1,375.44	Jan 12	*5274	50.00	Jan 17	5294	2,641.50
Jan 19	*5123	2,659.68	Jan 02	5275	7,745.17	Jan 22	5295	1,177.46
Jan 03	*5148	22,052.36	Jan 02	5276	329.46	Jan 10	5296	1,868.71
Jan 02	*5156	1,777.96	Jan 03	*5280	493.75	Jan 05	5297	1,024.63
Jan 02	*5159	920.80	Jan 05	5281	150.00	Jan 05	5298	1,035.50

ROCKLAND

288 Union Street Rockland, MA 02370
Return Service Requested

Account Number 777177940
Statement Date 01/31/2024
Statement Thru Date 01/31/2024
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* Indicates a Skip in Check Number(s)

Checks (Continued)

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
Jan 05	*5300	1,489.40	Jan 22	5367	2,953.13	Jan 16	*5433	1,398.28
Jan 05	5301	2,622.96	Jan 16	*5373	1,541.13	Jan 16	5434	1,801.79
Jan 05	5302	1,282.02	Jan 05	5374	1,795.85	Jan 12	5435	2,255.73
Jan 16	5303	1,308.29	Jan 05	*5375	1,299.03	Jan 12	5436	1,230.00
Jan 08	*5305	1,200.49	Jan 12	*5382	3,439.45	Jan 11	5437	2,094.94
Jan 05	5305	1,087.30	Jan 05	5383	1,536.78	Jan 12	5438	1,488.43
Jan 05	5307	2,974.12	Jan 08	5384	1,480.19	Jan 16	5439	524.05
Jan 05	5308	3,059.49	Jan 17	*5385	137.89	Jan 11	5440	569.63
Jan 05	5309	2,489.79	Jan 05	5387	1,057.11	Jan 16	5441	683.18
Jan 16	*5311	1,220.43	Jan 10	5388	3,766.14	Jan 16	5442	1,336.12
Jan 08	*5314	288.00	Jan 12	5389	1,641.26	Jan 16	5443	1,701.95
Jan 05	5315	3,744.36	Jan 16	5390	904.35	Jan 12	5444	2,040.91
Jan 05	5316	3,370.58	Jan 05	*5392	1,202.52	Jan 12	5445	2,277.52
Jan 08	*5320	2,301.11	Jan 22	5393	3,117.56	Jan 16	5446	2,140.54
Jan 09	*5323	3,405.14	Jan 12	5394	792.65	Jan 16	5447	1,584.57
Jan 11	*5326	1,126.68	Jan 16	5395	183.78	Jan 12	5448	1,539.84
Jan 10	*5328	991.15	Jan 05	*5399	2,164.57	Jan 16	5449	865.87
Jan 08	5329	2,193.71	Jan 08	*5402	358.52	Jan 16	5450	1,035.07
Jan 30	*5331	1,497.78	Jan 05	5403	1,511.80	Jan 12	5451	1,406.20
Jan 16	5332	4,611.59	Jan 05	*5405	1,921.85	Jan 16	5452	2,673.49
Jan 05	5333	1,322.90	Jan 17	*5407	2,008.16	Jan 16	5453	3,284.05
Jan 11	*5339	2,590.93	Jan 05	5408	626.67	Jan 17	5454	1,107.26
Jan 12	5340	440.23	Jan 08	*5410	450.33	Jan 22	5455	990.78
Jan 05	5341	1,150.90	Jan 11	5411	1,334.52	Jan 22	5456	3,338.26
Jan 12	*5346	801.35	Jan 22	*5413	1,135.09	Jan 17	5457	1,243.29
Jan 05	*5348	729.95	Jan 11	5414	2,901.95	Jan 18	5458	296.16
Jan 08	*5351	887.42	Jan 16	5415	1,201.77	Jan 22	5459	1,902.44
Jan 12	5352	314.16	Jan 16	5416	2,034.21	Jan 19	5460	320.00
Jan 17	5353	921.53	Jan 16	5417	2,371.35	Jan 23	5461	2,535.00
Jan 05	5354	1,551.15	Jan 12	*5419	4,613.25	Jan 23	5462	5,546.73
Jan 17	5355	1,030.20	Jan 12	5420	3,161.33	Jan 23	5463	3,000.00
Jan 12	5356	1,164.16	Jan 26	5421	1,327.35	Jan 22	5464	896.40
Jan 11	5357	1,278.60	Jan 12	5422	2,663.04	Jan 25	5465	770.58
Jan 10	*5359	1,708.89	Jan 12	5423	1,222.78	Jan 23	5466	3,284.05
Jan 16	*5361	655.03	Jan 11	5424	1,281.51	Jan 19	5467	3,650.00
Jan 08	5362	2,262.34	Jan 12	5425	288.00	Jan 24	5468	937.34
Jan 16	5363	1,578.14	Jan 11	*5427	2,846.26	Jan 22	5469	1,095.15
Jan 05	5364	1,289.51	Jan 16	5428	2,611.35	Jan 18	*5471	8,630.00
Jan 10	*5366	1,135.69	Jan 12	*5430	1,488.21	Jan 30	*5476	

Daily Balance Summary

Date	Balance	Date	Balance	Date	Balance
Jan 02	5,335.32	Jan 11	-16,517.16	Jan 23	2,025.42
Jan 03	-24,372.46	Jan 12	-51,084.85	Jan 24	-764.11
Jan 04	207.54	Jan 16	128,386.06	Jan 25	10,865.40
Jan 05	-11,326.50	Jan 17	55,669.59	Jan 26	11,867.04
Jan 08	-7,462.11	Jan 18	266.15	Jan 29	12,042.97
Jan 09	-11,602.25	Jan 19	-8,477.03	Jan 30	27,052.19
Jan 10	4,038.56	Jan 22	16,391.98	Jan 31	17,367.53

BENJAMIN HEALTHCARE CENTER
CHECK REQUEST FORM

FOR BUSINESS OFFICE

REQUESTED BY: T. Frances

DATE: 1/13/2023

REASON: Reimbursement for payroll sheet for full

COMMENTS/INSTRUCTIONS: Please Print Check

Please issue a check in the amount of \$ 64,300.00 made payable to:

Name: Tony Frances

Address: (on file)

City/State/Zip: _____

APPROVED BY: [Signature] DATE: 1/13/2023

ATTACH PURCHASE ORDER OR OTHER BACKUP INFORMATION

For Business Office Use Only

VENDOR #: 1400

INVOICE #: 8113

G.L.#: 80600

EXT OK: CW

AMT PAID: 64,300.00

ADM APPR: [Signature]

DATE PAID: _____

CHECK #: _____

BENJAMIN HEALTHCARE CENTER
CHECK REQUEST FORM

TO: BUSINESS OFFICE

REQUESTED BY: T. Proulx

DATE: 2/8/2023

103,300
12,396 = 12%

REASON: Board Voted & Approved For The CFO

Tom Proulx to be repaid 12% of Wages Ltd to Facility.

COMMENTS/INSTRUCTIONS: Total was \$103,300.00 X 12%
= \$12,396.00 to be paid.

Please issue a check in the amount of \$ 12,396.00 made payable to:

Name: Tom Proulx

Address: Address on File

City/State/Zip _____

APPROVED BY: [Signature] DATE: _____

ATTACH PURCHASE ORDER OR OTHER BACKUP INFORMATION

For Business Office Use Only

VENDOR #: 1400 INVOICE #: 28

G.L.#: 80600 EXT OK: OK

AMT PAID: 12,396.00 ADM APPR: [Signature]

DATE PAID: 2/8/2023 CHECK #: 4710

Date Feb 26, 2023
Time 10:41:19 ET
From Vendor Credits

Benjamin Health Care Center - SNF
Invoice Posting Journal
Batch #4130 - 20230220-Admin

Batch Status: Posted Posted By: cwiebe Date: Feb 26, 2023 Time: 10:41:19 ET

Vendor Code	Entry Type	Number	Enter Description	Date	PPFY	Amount	Due Date	Disc Date	Disc Amount	1999 Amount
1	1	1999	Payment received from payroll	2/20/2023	2-Feb/23	\$59,000.00	3/22/2023			
			MISCELLANEOUS EXPENSES			\$59,000.00				
			TOTAL			\$59,000.00				

Created by: cwiebe
Posted by: cwiebe

3/1 Account Summary

GL Account Number	Account Description	Debit	Credit
26205	Accounts Payable	\$59,000.00	\$59,000.00
60609	MISCELLANEOUS EXPENSES	\$59,000.00	
	TOTAL	\$59,000.00	\$59,000.00

Batch Summary
Batch Total \$59,000.00
Entered Total \$59,000.00
Aliases Total \$59,000.00
Number of Entries 1

BENJAMIN HEALTHCARE CENTER
CHECK REQUEST FORM

TO: BUSINESS OFFICE

REQUESTED BY: T. Francis

DATE: 11/20/2023

REASON: Reimbursement of Personal funds used to cover expenses @ EPBHC.

COMMENTS/INSTRUCTIONS: Please print and give to me personally I will cash when funds are available

Please issue a check in the amount of \$ 45,959.17 made payable to:

Name: Tony Francis

Address: 240 Webster

City/State/Zip Needham, MA 02494

APPROVED BY: [Signature] DATE: 11/20/23

ATTACH PURCHASE ORDER OR OTHER BACKUP INFORMATION

For Business Office Use Only

VENDOR #: 1400 INVOICE #: 112023

G.L.#: 80600 EXT OK: CV

AMT PAID: 45,959.17 ADM APPR: [Signature]

DATE PAID: 11/20/23 CHECK #: 4983

BENJAMIN HEALTHCARE CENTER
CHECK REQUEST FORM

TO: BUSINESS OFFICE

REQUESTED BY: T. Francis

DATE: 9/23/23

REASON: Reimbursements for Payroll &

Bill coverages Please see receipts & 12% lat

COMMENTS/INSTRUCTIONS: Print & Pay

Please issue a check in the amount of \$ 55,448.09 made payable to:

Name: Tom Francis

Address: Address on file

City/State/Zip _____

APPROVED BY: [Signature] DATE: 9/23/23

ATTACH PURCHASE ORDER OR OTHER BACKUP INFORMATION

For Business Office Use Only

VENDOR #: 1400 INVOICE #: 923

G.L.#: 806.00 EXT OK: CV

AMT PAID: 55448.09 ADM APPR: [Signature]

DATE PAID: 9/23/23 CHECK #: 4418

BENJAMIN HEALTHCARE CENTER
CHECK REQUEST FORM

TO: BUSINESS OFFICE

REQUESTED BY: T Francis

DATE: 9/9/2023

REASON: Return Points I put in

Payroll account from Personal account

COMMENTS/INSTRUCTIONS: _____

Please issue a check in the amount of \$ 10,000 made payable to:

Name: Tony Francis

Address: _____

City/State/Zip _____

APPROVED BY:  DATE: 9/7/2023

ATTACH PURCHASE ORDER OR OTHER BACKUP INFORMATION

For Business Office Use Only

TENDOR #: _____ INVOICE #: _____

G.L.#: _____ EXT OK: _____

MT PAID: _____ ADM APPR: _____

DATE PAID: _____ CHECK #: _____

BENJAMIN HEALTHCARE CENTER
CHECK REQUEST FORM

TO: BUSINESS OFFICE

REQUESTED BY: T. Francis

DATE: 3/13/23

REASON: Reimbursement of Personal Funds

use to pay debts of Public & Payroll +12% int
\$97,848.00 + 11,741.70 + \$12,000 Payroll prior payroll (int.)
COMMENTS/INSTRUCTIONS: _____

Please issue a check in the amount of \$ 121,589.70 made payable to:

Name: Please Print & give to me [Signature]

Address: _____

City/State/Zip _____

APPROVED BY: [Signature]

DATE: 3/13/23

ATTACH PURCHASE ORDER OR OTHER BACKUP INFORMATION

For Business Office Use Only

VENDOR #: 1400

INVOICE #: 613

G.L.#: 80600

EXT OK: CU

AMT PAID: 121,589.76

ADM APPR: [Signature]

DATE PAID: _____

CHECK #: _____

BENJAMIN HEALTHCARE CENTER
CHECK REQUEST FORM

TO: BUSINESS OFFICE

REQUESTED BY: T. Francis

DATE: 3/7/23

REASON: Reimburse ment of funds

(from Personal) need to REPAY

COMMENTS/INSTRUCTIONS: Print Check

\$104,294 + int (12%) I will get ^{balance} deducted at later date.

Please issue a check in the amount of \$ 104,294 made payable to:

Name: Tony Francis

Address: Address on file

City/State/Zip _____

APPROVED BY: [Signature] DATE: 3/7/23

ATTACH PURCHASE ORDER OR OTHER BACKUP INFORMATION

For Business Office Use Only

VENDOR #: _____ INVOICE #: _____

GL#: _____ EXT OK: _____

AMT PAID: _____ ADM APPR: [Signature]

DATE PAID: _____ CHECK #: _____

BENJAMIN HEALTHCARE CENTER CHECK REQUEST FORM

TO: BUSINESS OFFICE

REQUESTED BY: T. Francis

DATE: 07/15/2023

REASON: Reimbursement of payroll Social Security

7/6 \$32,000, 7/13 \$55,000, 6/27 \$7000.00, 6/27 60,000, 6/20 \$66500
total 9220.58 + \$21,470 int. = 247,000 - \$55,000 deduction + transfer
Salary

COMMENTS/INSTRUCTIONS: Please Print & Pay

Please issue a check in the amount of \$ 188,000.00 made payable to:

Name: T. Francis

Address: (Address on file)

City/State/Zip _____

APPROVED BY: [Signature] DATE: 7/15/23

ATTACH PURCHASE ORDER OR OTHER BACKUP INFORMATION

For Business Office Use Only

VENDOR #: _____ INVOICE #: _____

G.L.#: _____ EXT OK: _____

AMT PAID: _____ ADM APPR: [Signature]

DATE PAID: _____ CHECK #: _____

ROCKLAND TRUST

280 Union Street Rockland, MA 02370
Return Service Requested

Account Number
Statement Date
Statement Thru Date
Page

777177646
12/29/2023
01/01/2024
2

Miscellaneous Credits (Continued)

Date	Description	Deposits
		1,593.89
		26,431.49
Dec 04	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9776506*1391268299*000005901-	1,698.20
Dec 05	225654 EDGAR P BENJAMIN HEALT BOSTON/HCCLAIMPMT TRN*1*2333801000041965* 043373331-	502.49
Dec 06	00000009479 BENJAMIN HEALTH CARE	830.00
Dec 06	DEPOSIT	6,583.78
Dec 07	DEPOSIT	4,667.20
Dec 07	TRNSFR FROM LOAN ACCT ENDING IN 7606	2,794.30
Dec 11	DEPOSIT	54,202.25
Dec 11	COMM OF MASS/HCCLAIMPMT TRN*1*000034213005069*1046002284*1057124 071 VC6000157162 EDGAR P BENJAMIN HLTH	296,822.54
Dec 12	DEPOSIT	8,870.10
Dec 15	CURO HEALTH SERV/PAYABLES EDGAR8001 EDGAR BENJAMIN HEALTHC	358.27
Dec 18	COMM OF MASS/HCCLAIMPMT TRN*1*000034913010029*1046002284*1057256 591 VC6000157162 EDGAR P BENJAMIN HLTH	5,622.43
Dec 20	DEPOSIT	20,000.00
Dec 20	PREMIER HEALTHCA/PAYMENT EDGAR P. BENJAMIN HEAL	8,741.01
Dec 20	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9786780*1391268299*000005901- 225654 EDGAR P BENJAMIN HEALT	1,029.85
Dec 20	WT CR MARIE M DORGILLES-JEAN-02794	76,929.40
Dec 21	CURO HEALTH SERV/PAYABLES EDGAR8001 EDGAR BENJAMIN HEALTHC	95.26
Dec 21	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9788125*1391268299*000005901- 225654 EDGAR P BENJAMIN HEALT	300,000.00
Dec 22	ROXBURY PREP CHA/PAYMENT 202312071 SUPPLIER_CONNEC EDGAR P. BENJAMIN HEAL	22,906.09
Dec 22	ADP TAX/ADP TAX 09J6J 3247808VV EDGAR P BENJA HEALT CE	23,510.57
Dec 22	COMM OF MASS/HCCLAIMPMT TRN*1*000035513000121*1046002284*0000242 231 VC6000157162 EDGAR P BENJAMIN HLTH	5,276.99
Dec 22	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9789438*1391268299*000005901- 225654 EDGAR P BENJAMIN HEALT	
Dec 26	COMM OF MASS/HCCLAIMPMT TRN*1*000035613010625*1046002284*1057330 871 VC6000157162 EDGAR P BENJAMIN HLTH	
Dec 26	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9790673*1391268299*000005901- 225654 EDGAR P BENJAMIN HEALT	

00041826 0166547 0002-0024

Miscellaneous Debits

Date	Description	Withdrawals
Dec 01	RT ITEM - INSUFFICIENT CHARGE	35.00
Dec 04	PD ITEM - UNCOLLECTED CHARGE	70.00
Dec 06	ONLINE TRANSFER TO DD XX3872	100.00
Dec 06	XXXX7606 PAYMENT	1,041.65
Dec 07	RT ITEM - INSUFFICIENT CHARGE	35.00
Dec 12	ONLINE TRANSFER TO DD XX3872	3,538.00
Dec 12	AMERICAN EXPRESS/LOAN PMT 9921528 BENJAMIN HEALTHCARE GE	13,774.51
Dec 14	ONLINE TRANSFER TO RE XX7606	6,000.00
Dec 18	WT DR ADP INC-00582	98,700.00
Dec 18	AMEX EPAYMENT/ACH PMT W2380 TONY FRANCIS	5,000.00
Dec 18	SERVICE CHARGE FOR WIRE TRANSFER-00582	25.00
Dec 20	SERVICE CHARGE FOR WIRE TRANSFER-02794	12.00
Dec 22	WT DR ADP ING-02156	93,190.32
Dec 22	VOYA NAT TRST182/SPNSR P/R 81D220 1002 NON UNION	3,757.00
Dec 22	SERVICE CHARGE FOR WIRE TRANSFER-02156	23.00
Dec 26	ONLINE TRANSFER TO DD XX3872	4,500.00
Dec 28	AMEX EPAYMENT/ACH PMT W7194 TONY FRANCIS	85,199.58
Dec 29	ONLINE TRANSFER TO DD XX9055	50,000.00
Dec 29	TRANSACTIONS 91 AT \$.50	45.50



ROCKLAND

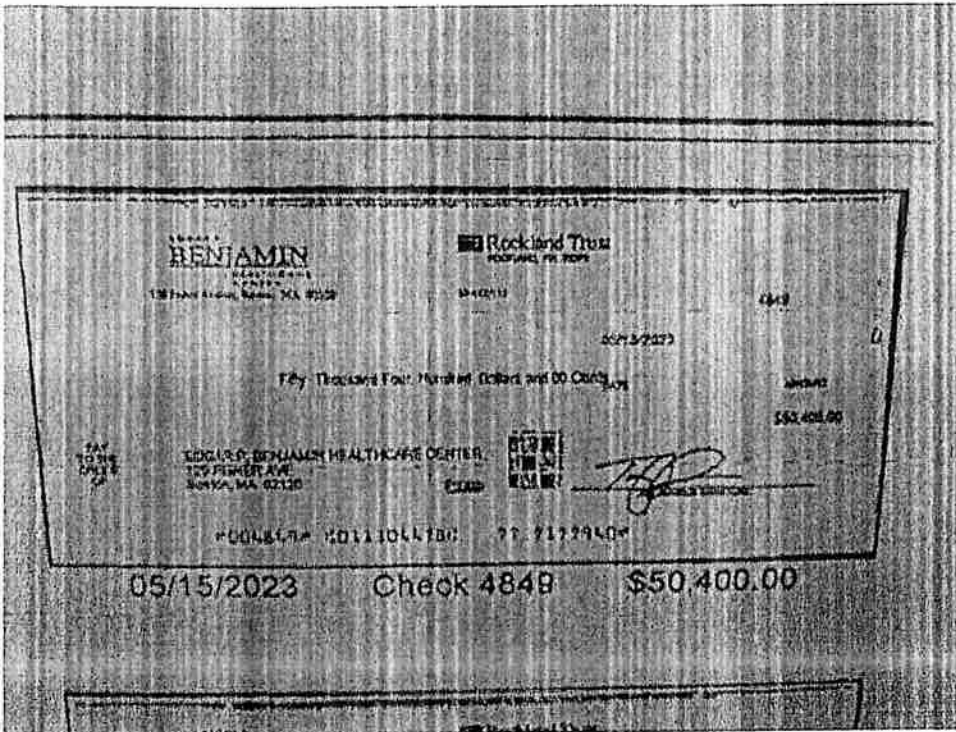
238 Union Street Rockland, MA 02370
Return Service Requested

Account Number 777177040
Statement Date 01/31/2024
Statement Thru Date 01/31/2024
Page 2

Miscellaneous Credits

Date	Description	Deposits
Jan 02	DEPOSIT	5,580.32
Jan 02	COMM OF MASS/HCCLAIMPMT TRN*1*000036313001999*1046002284*1057403 27\ VC6000157162 EDGAR P BENJAMIN HLTH	15,054.43
Jan 02	TENSR FROM LOAN ACOT ENDING IN 7606	4,123.68
Jan 03	TENSR FROM LOAN ACOT ENDING IN 7606	1,888.06
Jan 04	ONLINE TRANSFER FROM DD XX9056	20,900.00
Jan 04	ONLINE TRANSFER FROM DD XX9056	2,500.00
Jan 04	ONLINE TRANSFER FROM DD XX3872	1,200.00
Jan 04	ONLINE TRANSFER FROM DD XX9056	750.00
Jan 05	DEPOSIT	4,831.66
Jan 05	ONLINE TRANSFER FROM DD XX9056	22,600.00
Jan 08	DEPOSIT	2,285.64
Jan 08	CURO HEALTH SERV/PAYABLES EDGAR001 EDGAR BENJAMIN HEALTHC	1,085.47
Jan 08	COMM OF MASS/HCCLAIMPMT TRN*1*000000514002921*1046002284*1057473 26\ VC6000157162 EDGAR P BENJAMIN HLTH	11,452.30
Jan 08	DEBIT REVERSAL	288.00
Jan 10	DEPOSIT	22,975.60
Jan 10	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9801479*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	2,310.89
Jan 15	COMM OF MASS/HCCLAIMPMT TRN*1*000001214003259*1046002284*1057514 25\ VC6000157162 EDGAR P BENJAMIN HLTH	218,746.31
Jan 17	DEPOSIT	64,779.29
Jan 17	CURO HEALTH SERV/PAYABLES EDGAR001 EDGAR BENJAMIN HEALTHC	47,470.29
Jan 17	TELE TRF CR	80,000.00
Jan 17	COMWELCARSCO8623/HCCLAIMPMT TRN*1*30003731*1043576900\ EDGAR P BENJAMIN HEALT	18,678.84
Jan 18	ONLINE TRANSFER FROM DD XX3872	11,800.00
Jan 18	ONLINE TRANSFER FROM DD XX3872	2,000.00
Jan 18	ONLINE TRANSFER FROM DD XX3872	500.00
Jan 18	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9805760*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	690.84
Jan 18	ONLINE TRANSFER FROM DD XX3872	500.00
Jan 19	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9806995*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	8,987.66
Jan 19	DEPOSIT	1,441.10
Jan 22	DEPOSIT	18,237.21
Jan 22	COMM OF MASS/HCCLAIMPMT TRN*1*000001914006131*1046002284*1057612 75\ VC6000157162 EDGAR P BENJAMIN HLTH	60,169.70
Jan 22	COMWELCARSCO8623/HCCLAIMPMT TRN*1*30004742*1043576900\ EDGAR P BENJAMIN HEALT	37,460.69
Jan 22	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9808249*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	3,761.70
Jan 23	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9809371*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	321.63
Jan 24	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9810632*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	2,619.63
Jan 25	CURO HEALTH SERV/PAYABLES EDGAR001 EDGAR BENJAMIN HEALTHC	10,562.01
Jan 25	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9811792*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	14,734.10
Jan 26	WISCONSIN PHYSIC/HCCLAIMPMT TRN*1*EFT9812932*1391268299*000005901~ 225654 EDGAR P BENJAMIN HEALT	12,328.99
Jan 29	COMM OF MASS/HCCLAIMPMT TRN*1*000002614002541*1046002284*1057684 41\ VC6000157162 EDGAR P BENJAMIN HLTH	18,632.71
Jan 30	DEPOSIT	14,234.29
Jan 30	BOSTON/HCCLAIMPMT TRN*1*2402981000073972* 043373331~ 000000009479 BENJAMIN HEALTH CARE	10,902.71

ROCKLAND

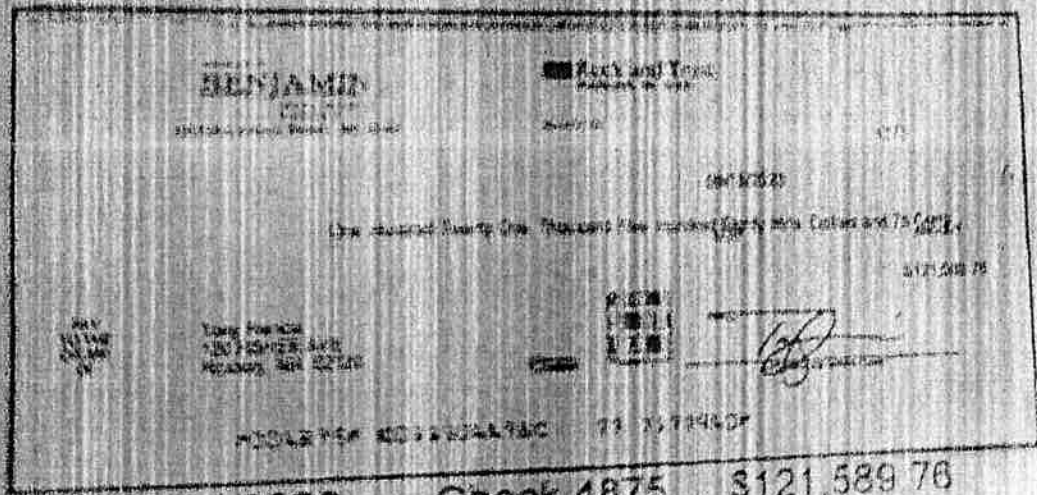


05/15/2023 Check 4849 \$50,400.00

ROCKLAND

288 Union Street Rockland, MA 02370
Return Service Requested

CHECK IMAGES (Continued)



06/20/2023

Check 4875

\$121,589.76

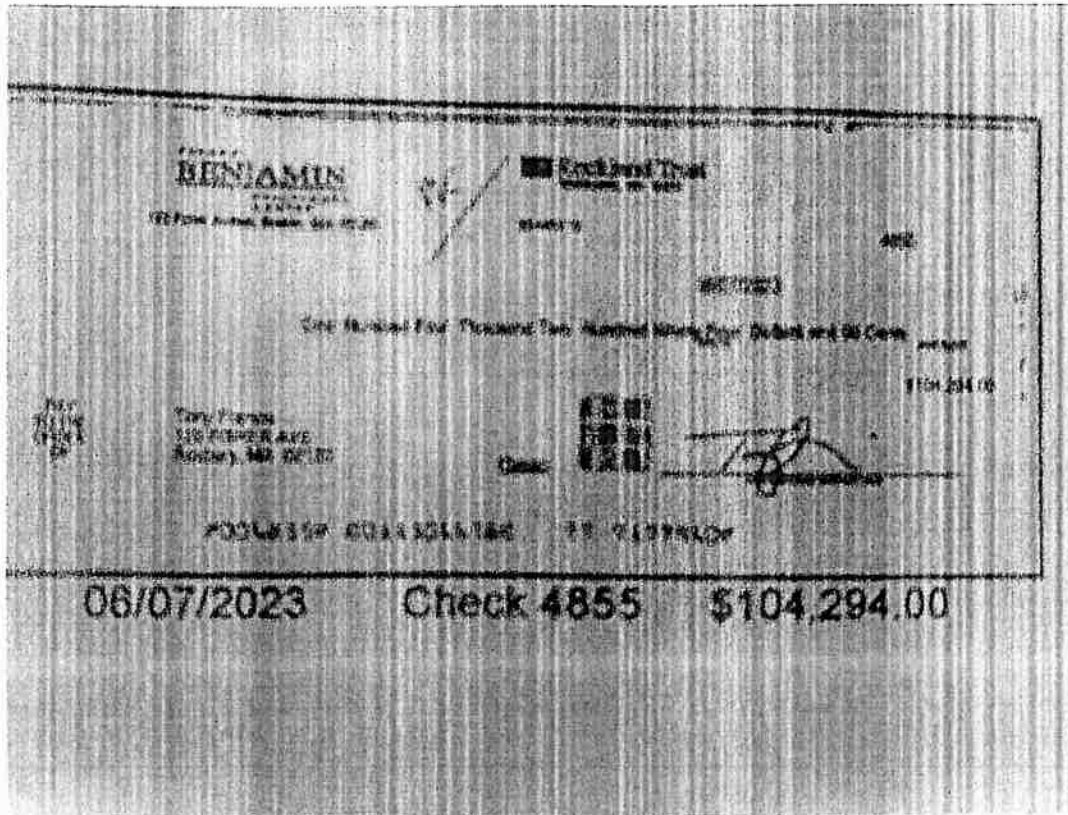
CHECK IMAGES

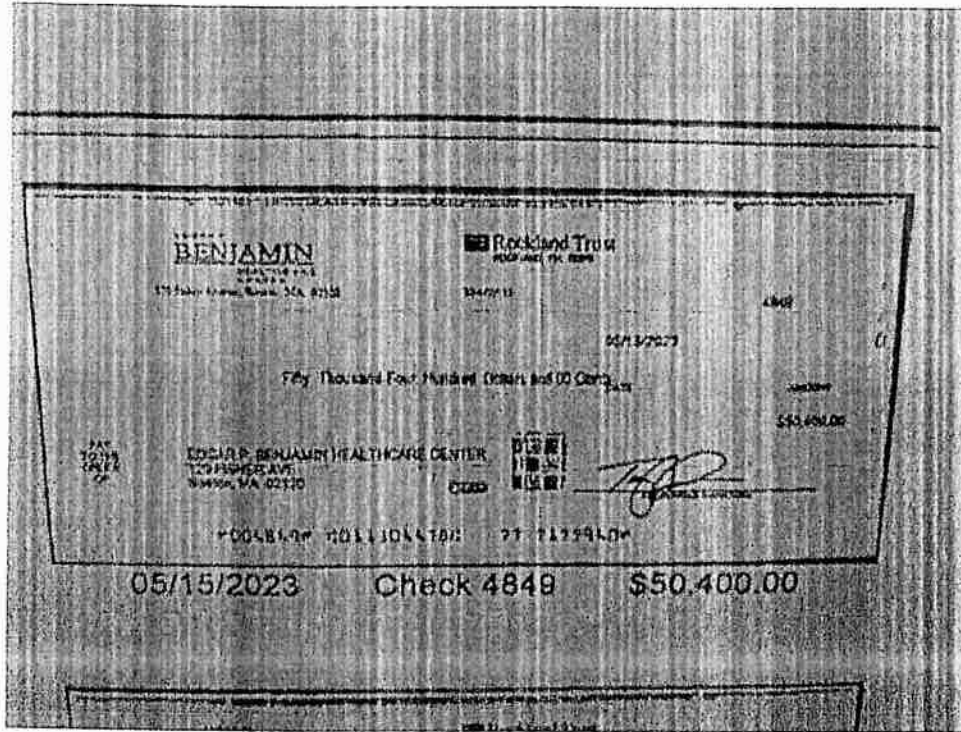
ROCKLAND TRUST		COUNTER CHECK <small>PAYABLE TO CASH WHEN ONLY AT THE BANK</small>	
<small>Write Cash Withdrawal Number*</small>		DATE	6/22/23
PAY TO THE ORDER OF	Tony Bunch	SIGNATURE	<i>[Signature]</i>
AMOUNT	Five Thousand		
<small>RECEIVED NUMBER</small>		<small>AMOUNT OF WITHDRAWAL</small>	
X 248		\$	15000.00
	77777900		
115017044781			

06/22/2023

Check 123

\$15,000.00



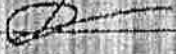


17800101

CHECK IMAGES

ROCKLAND TRUST **CHECKING WITHDRAWAL**
PAYABLE TO ORDER ONLY AT THE BANK

DATE 7/8/23

PRINTED NAME Tony Prucy SIGNATURE 

AMOUNT Fifty Five Thousand DOLLARS

ACCOUNT NUMBER 1777177940 AMOUNT OF WITHDRAWAL 55,000.00

⑆5017⑉44781⑆ 703561

07/10/2023 Check 123 \$55,000.00

CHECK 4903 \$1,500.00

BENJAMIN
120 FISHER AVENUE, ROXBURY, MA 02120

Rockland Trust
ROCKLAND, MA 02370

4912

09/16/2023

Ten Thousand Twenty Five Dollars and 00 Cents

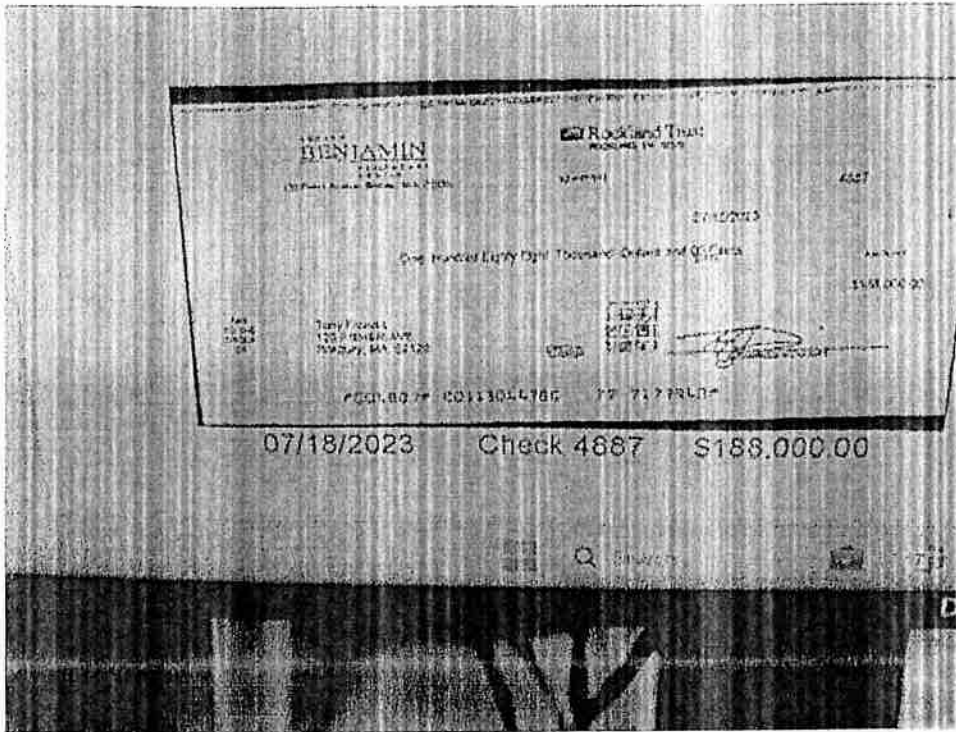
PAY TO THE ORDER OF

Tony Francis
120 FISHER AVE
ROXBURY, MA 02120

AMOUNT
\$10,025.00

⑆004912⑆ ⑆0113044781⑆ 77 7177940⑆

09/19/2023
Check 4912
\$10,025.00



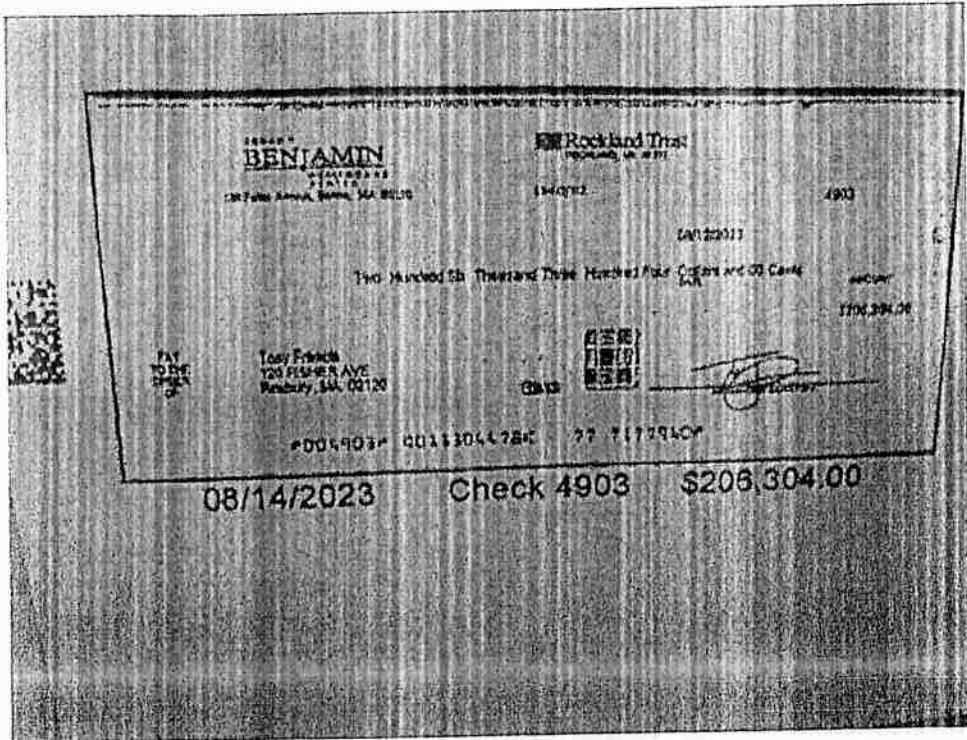
288 Union Street Rockland, MA 02370
Return Service Requested

CHECK IMAGES

ROCKLAND TRUST <small>Member of Benjamin Franklin Financial Group</small>		CHECKING WITHDRAWAL <small>PAYABLE TO DRUMMETTS ONLY AT THIS BANK</small>	
<small>MEMBER OF BENJAMIN FRANKLIN FINANCIAL GROUP</small>		DATE: <u>09/08/2023</u>	
PAY TO THE ORDER OF <u>Tony Francis</u>		SIGNATURE: <u>[Signature]</u>	
ACCOUNT NO. <u>TONY FRANCIS</u>		SIGNATURE: <u>[Signature]</u>	
ACCOUNT NUMBER: <u>XXXXXXXXXXXXXXXXXXXX</u>		AMOUNT OF WITHDRAWAL: <u>\$ 10,000.00</u>	
MICR LINE: <u>⑆ 5037 4478 ⑆</u>		AMOUNT IN WORDS: <u>TEN THOUSAND AND NO/100 DOLLARS</u>	

09/11/2023 Check 123 \$10,000.00





**Resthaven Corporation
Edgar P. Benjamin Healthcare Center
Board Meeting Agenda
Monday, January 30, 2023, at 2:00 pm**

Amended Agenda

Item	Progress Note and Guidance
Review of Previous minutes	Vote to Accept on October 27, 2022 minutes
Financial Report & Question	Tony Francis
Executive Director's Report <ul style="list-style-type: none"> • DPH Survey • Union Negotiation In Process • Loan from the CEO • Accounting Update • New Bookkeeper • New Accounting Firm • Banking Update • Survey of Parking Lot • Other Discussion 	Tony Francis
Nurse Report	Ana Paula Almeida
Human Resources Report	Ana Paula Almeida
Wrap -up	Adjournment

Board Members Directory

Tony Francis, President / CEO	Tel: 617-738-1500	Email: Tfrancis@epbhc.org
Evan Tobasky, Vice President, and Treasurer	Tel: 617-527-3000	Email: Evan.Tobasky@bbrown.com
Joana Angel	Tel: 781-346-4010	Email: Joana.Angel@RocklandTrust.com

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Fall Report

November 2022 to January 2023

Report Period: November 2022

	1 West	2 East	2 West
Total # of Falls	0	0	2
Prevalence of Falls	0.00%	0.00%	2.40%
Total # of Falls on 7-3 Shift	0	0	2
Total # of Falls on 3-11 Shift	0	0	0
Total # of Falls on 11-7 Shift	0	0	0
Total # of Falls on Weekend	0	0	0
Total # of Residents with Multiple Falls	0	0	0
Total # of Residents with Fractures	0	0	0
Number of Reportable	0	0	0
Number of ER Evaluations	0	0	0
Number of Hospitalizations	0	0	0

Average Daily Census: 85.07

Total # of Falls: 2

Monthly Falls Percentage:

2.4%

Report Period: December 2022

	1 West	2 East	2 West
Total # of Falls	2	3	1
Prevalence of Falls	2.40%	3.60%	1.20%
Total # of Falls on 7-3 Shift	2	1	1
Total # of Falls on 3-11 Shift	0	2	0
Total # of Falls on 11-7 Shift	0	0	0
Total # of Falls on Weekend	2	1	0
Total # of Residents with Multiple Falls	0	0	0
Total # of Residents with Fractures	0	0	0

Proceedings

Tony Francis made a motion to accept the Board Meeting minutes on. October 27, 2023, minutes were voted on and approved by Tony Francis and Evan Tobasky. We will revise on the next board meeting to see if Joana Angel has any questions.

Financial Report

We have a new accounting firm, Pegasus Health Financial. We are working with Theresa to send us the financial report. We will send it to the Board as soon as we get it.

Executive Director Report

DPH Survey Clear

We are all clear on our survey. We got our plan of correction for the six tags approved. The tags were all minor. There was one thing that was concerning, which was the shortage of staff. But we corrected it, and DPH approved our plan of corrections.

Union Negotiation in Process

We will meet again on February 19, 2023. The Union's focus is to raise the union rates.

New Bookkeeper and New Accounting Firm

We have a new Bookkeeper and Accounting online, Pegasus Health Financial. We had to let go of Ron for several reasons. He was so slow and did not know what he was doing. The more We work with this new accounting firm, the more We see that he has made a lot of mistakes that we must correct monthly. Still going back from about a year ago, maybe even two.

Banking Update

We are going to meet with the banks, both the commercial group and the branch bank, to increase the line of credit and just to see what kind of process we can do so we do not have to dip into our pockets every month.

Survey of Parking Lot

The survey is done with the parking lot. We are surveying our parking lot to see if we can bring in some additional revenue for that area.

Appointment by Governor

Tony Francis was appointed by the governor to work with the new veteran's homes board. They are going to meet twice a month.

Other Subjects:

The are no other subjects.

Evan Tobasky made a motion to approve charging the facility 12% interest anytime Tony Francis takes money from his account or a loan to help pay payroll. The motion was voted on and approved by Joana Angel, Evan Tobasky.

Evan Tobasky made a motion to approve the Executive Report. The Executive Report was voted on and approved by Joana Angel, Evan Tobasky

**Resthaven Corporation
Edgar P. Benjamin Healthcare Center
Board Meeting Agenda
Thursday, April 27, 2023, at 9:00 am**

Amended Agenda

Item	Progress Note and Guidance
Review of Previous minutes	Vote to Accept on January 30, 2022 minutes
Financial Report & Question	Tony Francis
Executive Director's Report <ul style="list-style-type: none"> • Union contract Signed • Union Pension fund • 3% Cola raise to non-union staff • Loss of funds via Crypto Exchange • CEO Bonus and/or pay raise • School lease • Building Survey Completed 	Tony Francis
Nurse Report	Ana Paula Almeida
Human Resources Report	Ana Paula Almeida
Wrap -up	Adjournment

Board Members Directory

Tony Francis, President / CEO

Tel: 617-738-1500

Email: Tfrancis@epbhc.org

Evan Tobasky, Vice President, and Treasurer

Tel: 617-527-3000

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Joana Angel

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Proceedings

The Board will motion to accept the Meeting minutes on January 30, 2023, at the next Board Meeting.

Financial Report

The Board will motion to accept this financial report at the next Board Meeting.

Summary of where we are with the 2020 audit from Eric Mahoney, CPA. Daniel, Dennis & Co Certified Public Accountant.

1. The majority of the 2020 audit is complete. However, we still have some remaining testing and open items related to revenue and receivables, which were provided within the last week or so.
 - a. We will have to make selections to evaluate your receivable balances based on what was provided. However, Stephen wanted to get on a call with you regarding this to clarify a few items.
 - b. After resolving that, we can draft the financial statements with any relevant findings or recommendations for your review and approval.
2. We don't have any significant issues that have come up so far, but we do anticipate having some best practice recommendations related to the following:
 - a. Cash reconciliation procedures (old outstanding checks)
 - b. Credit card procedures
 - c. General ledger detail and other accounting considerations
3. Potential Changes from the 2019 financial statement presentation:
 - a. One area we were looking at with Tony was Edgar Benjamin's relationship with Resthaven Corp. Since these two nonprofits share the same board of directors unless there is an outside third party that exerts control over either entity, then generally accepted accounting principles require that these entities are consolidated into one set of financial statements.

Union Pension Fund

We have only \$95,000.00 dollars to pay for the pension fund. After that, we will be caught up.

3% Cola raise to non-union staff

We have given a 3% cola raise to the non-union employees at our facility.

CEO Bonus and/or pay raise

The CEO is asking the Board to approve its annual raise of 5% and a bonus of \$ 70,000.00.

Evan Tobasky motioned to approve the CEO raise of 5% and a bonus of \$ 70,000.00. Evan Tobasky and Joana Angel approved the motion.

Loss of funds via Crypto Exchange

The facility lost about \$100,000.00 dollars through a crypto exchange. We did try to get the money back, but they said we had to put another \$20,000.00.

School Lease

The school lease will end in 2025.

Building Survey Completed

The building survey is done. We only need to pay the company another \$6,000.00 dollars.

We will be using the space the school uses for the parking lot. To bring more money

CNAs 7 am to 3 pm

Fall Report February 2023 to April 2023

Report Period: February 2023

	1 West	2 East	2 West
Total # of Falls	1	1	0
Prevalence of Falls	1.20%	1.20%	0.00%
Total # of Falls on 7-3 Shift	0	0	0
Total # of Falls on 3-11 Shift	1	0	0
Total # of Falls on 11-7 Shift	0	1	0
Total # of Falls on Weekend	1	0	0
Total # of Residents with Multiple Falls	0	0	0
Total # of Residents with Fractures	0	0	0
Number of Reportable	0	0	0
Number of ER Evaluations	0	0	0
Number of Hospitalizations	0	0	0

Average Daily Census:

82.89

Total # of Falls: 2

Monthly Falls

Percentage: 2.4%

Report Period: March 2023

	1 West	2 East	2 West
Total # of Falls	1	0	1
Prevalence of Falls	1.20%	0.00%	1.20%
Total # of Falls on 7-3 Shift	1	0	1
Total # of Falls on 3-11 Shift	0	0	0
Total # of Falls on 11-7 Shift	0	0	0
Total # of Falls on Weekend	0	0	0
Total # of Residents with Multiple Falls	0	0	0
Total # of Residents with	0	0	0

Proceedings

The Board will not vote for the previous board meeting minutes at this board meeting due to not having a quorum vote.

Financial Report

There were no financial Reports.

Executive Director Report

Current Condition on The Payroll.

We are having a tough time meeting payroll at times. As mentioned, the CEO has been using personal funds to cover payroll shortfalls. He currently has approximately \$150,000.00 used in payroll, and we are unsure when he can get his reimbursed funds. Payroll may get better because we are getting an increase in MassHealth reimbursement.

Patient Driven Payment Model

Due to the new PDPM Model payment system, they will increase our pay because we went from a 2-star to a 4-star rating. Also, the population we serve, mostly Medicaid, bumps us up some percentage points. Lastly, we have a high quality of care rating, which also gives us a bump in percentage. We hope this will pan out, but we will not see any funds until November or December.

Other Subjects:

There are no other subjects.

The Board will not vote for the Executive Director Report meeting at this board meeting due to not having a quorum vote.

Human Resources Report May 2023 to September 2023

New Hire

2 CNAs

1 Dietary Aide

Termination

1 LPN

4 CNAs

1 Nursing Consulting

Leave Of Absence

1 Dietary Manager

1 Housekeeper

Open Position

Nurses 3 pm to 11 pm

Total # of Residents with Fractures	0	0	0
Number of Reportable	0	0	0
Number of ER Evaluations	0	0	0
Number of Hospitalizations	0	0	0

Average Daily Census: 80.1
Total # of Falls: 1
Monthly Falls Percentage:
1.2%

Report Period: July 2023

	1 West	2 East	2 West
Total # of Falls	0	0	1
Prevalence of Falls	0.00%	0.00%	1.20%
Total # of Falls on 7-3 Shift	0	0	0
Total # of Falls on 3-11 Shift	0	0	1
Total # of Falls on 11-7 Shift	0	0	0
Total # of Falls on Weekend	0	0	0
Total # of Residents with Multiple Falls	0	0	0
Total # of Residents with Fractures	0	0	0
Number of Reportable	0	0	0
Number of ER Evaluations	0	0	1
Number of Hospitalizations	0	0	0

Average Daily Census: 80.94
Total # of Falls: 1
Monthly Falls Percentage:
1.2%

Report Period: August 2023

	1 West	2 East	2 West
Total # of Falls	1	0	0
Prevalence of Falls	1.20%	0.00%	0.00%
Total # of Falls on 7-3 Shift	1	0	0
Total # of Falls on 3-11 Shift	0	0	0
Total # of Falls on 11-7 Shift	0	0	0
Total # of Falls on Weekend	1	0	0
Total # of Residents with Multiple Falls	0	0	0

**Resthaven Corporation
Edgar P. Benjamin Healthcare Center
Board Meeting Agenda
Thursday, September 28, 2023, at 2:00 pm**

Amended Agenda

Item	Progress Note and Guidance
Review of Previous minutes	Vote to Accept on April 27, 2023 minutes
Financial Report & Question	Tony Francis
Executive Director's Report <ul style="list-style-type: none"> • Current Condition on Payroll • PDPM • Hire Consulting • Lobby • Fundraising • Bank Line of Credit • Survey • Behind Payments • DON 	Tony Francis
Fall Report	Ana Paula Almeida
Human Resources Report	Ana Paula Almeida
Wrap -up	Adjournment

Board Members Directory

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**Resthaven Corporation
Edgar P. Benjamin Healthcare Center
Board Meeting Agenda
Monday, October 16, 2023, at 11:30 am**

Amended Agenda

Item	Progress Note and Guidance
Review of Previous minutes	Vote to Accept on April 27, 2023 Minutes and September 28, 2023 minutes
Financial Report & Question	Tony Francis
Executive Director's Report <ul style="list-style-type: none"> • Behind Payments • Payroll • Bookkeeping • Accountant • DON 	Tony Francis
Fall Report	Ana Paula Almeida
Human Resources Report	Ana Paula Almeida
Wrap -up	Adjournment

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Proceedings

The Board will vote for the Board Meeting on April 27, 2023, and September 28, 2023, at the next board meeting.

Financial Report

There was no financial report on this Board Meeting.

Executive Director Report

Behind payments

We are behind payments (insurance, workmen comp, health insurance). Everything we earn is going to cover payroll, our single largest expense. It is creating a lot of pressure on all other expenses (Pharmacy, Dietary, Linen, Union Dues, etc.). We still have about 70K to pay off the union settlement. The monthly expenses are piling up and requiring me to think strategically about every cent that comes into the building.

Payroll

We are having a tough time making payrolls weekly and bi-weekly manly weekly. We have asked the union to cancel the weekly payroll and make all staff bi-weekly. We have spoken to our lawyer on this matter. We are still waiting for a resolution, and things may get difficult. I have had a few meetings with employees explaining our situation, but sometimes it goes on blind ears.

Human Resources Report

October 2023

New Hire

1 DON Re-hire

1 Receptionist

Termination

2 Nurses

4 CNAs

1 Security Retired

2 Front Desk

Leave Of Absence

1 LPN

Open Position

Nurses 3:00 pm to 11:00 pm

Nurses 11:00 pm to 7:00 am

**Resthaven Corporation
Edgar P. Benjamin Healthcare Center
Board Meeting Agenda
Thursday, November 30, 2023, at 11:00 am**

Amended Agenda

Item	Progress Note and Guidance
Review of Previous minutes	Vote to Accept on January 30, 2023, April 27, 2023, September 28, 2023, and October 16, 2023, minutes.
Financial Report & Question	Tony Francis
Executive Director's Report <ol style="list-style-type: none"> 1. Current state of affairs with Compliance DPH, survey Preparation. 2. Payroll Concern. 3. Repairs to Water Heaters and general upkeep. 4. Insurance employee Healthcare, Work compensation, corporate liability, Wheelchair Van 5. Auditors Danial Dennis Termination, interviewing others. 6. Still waiting on the Survey from the Parking lot. 7. Appraisal is forthcoming. 8. Personal Loans to Edgar. Benjamin Healthcare Center. 9. Start Planning on Pivot. 	Tony Francis
Fall Report	Ana Paula Almeida
Human Resources Report	Ana Paula Almeida
Wrap -up	Adjournment

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Proceedings

Tony Francis motioned to approve the Board Meeting minutes of January 30, April 27, 2023, September 28, 2023, and October 16, 2023. The Board Meeting Minutes were voted on and approved by Joana Angel, Tony Francis, and Evan Tobasky.

Financial Report

Executive Director Report

Other Subjects:

There are no other subjects.

Evan Tobasky made a motion to approve the Executive Report. The Executive Report was voted on and approved by Joana Angel, Evan Tobasky.

Fall Report November 2023

Tony Francis made a motion to adjourn the meeting. The meeting was adjourned at 12:04 pm.