CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and Release (the "Agreement") is entered into by and between LORELAI ANSIS ("Plaintiff") and PREMIER SENIOR CARE GROUP, CORP., ("Defendant"). Plaintiff and Defendant are collectively referred to herein as the "Parties." Certain disputes, claims, and alleged causes of action have existed by and between the Parties and that arose out of and are related to Plaintiff's employment and cessation of that employment with Defendant.

RECITALS

A. THE ACTION

On October 23, 2024, Plaintiff filed a class action complaint in the Superior Court of the State of California, County of Alameda Case No. 24CV097081, alleging eight causes of action against Defendant for: (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204, 1194, 1194.2 1197); (2) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198; (3) Failure to Provide Required Meal Periods (Cal. Lab. Code § 226.7); (4) Failure to Provide Required Rest Periods (Cal. Lab. Code § 226.7); (5) Failure to Reimburse Employees for Required Business Expenses (Cal. Lab. Code § 2802); (6) Failure to Provide Final Wages (Cal. Lab. Code §§ 201, 202, and 203); (7) Failure to Provide Accurate Itemized Statements (Cal. Lab. Code § 226); and (8) Unfair Competition (Cal. Bus. & Prof. Code § 17200 *et seq.*) (the "Action").

On November 19, 2024, Plaintiff served a Notice of Violations pursuant to the California Private Attorneys General Act ("PAGA") on Defendant and the California Labor & Workforce Development Agency ("LWDA").

On January 24, 2025, Plaintiff filed a First Amended Complaint adding an additional cause of action for Violations of Civil Penalties under PAGA (Cal. Lab. Code §§ 2698).

The Parties have separately entered into a settlement covering the PAGA + Class claims asserted in the Action ("PAGA + Class Settlement"). Nothing in this Settlement Agreement shall affect in any way the terms of the PAGA + Class Settlement in connection to the case filed in the Superior Court of the State of California, County of Alameda Case No. 24CV097081.

The Parties now desire to settle all of Plaintiff's actual or potential individual claims arising out of her employment and cessation of her employment with Defendant that are not covered by the PAGA + Class Settlement, including those that are now alleged, or could have been alleged, as well as any other known or unknown claims that did arise, or could have arisen, between the Parties. Plaintiff agrees to immediately resign from her position with Defendant and release all claims. This Agreement memorializes that settlement and is intended to supersede and replace prior agreements, both oral and written, concerning such actual or potential claims, except for the PAGA + Class Settlement Agreement.

B. DENIAL OF LIABILITY

Defendant denies both Plaintiff's allegations in the Action and any liability arising from Plaintiff's allegations. Nevertheless, the Parties desire to avoid further litigation and settle all differences now existing between them related to Plaintiff's employment relationship with Defendant, the cessation of her employment, and the allegations in, or which might have been brought in connection with, the Action. The terms and conditions of the settlement are set forth below in this Agreement.

C. SETTLEMENT

The Parties, through their counsel, have engaged in good faith settlement discussions, including in a mediation attended on September 17, 2025, with mediator Monique Ngo-Bonnici, wherein the Parties discussed issues relevant to this Agreement. The Parties agreed that, in exchange for the payment of a certain sum, and Plaintiff shall resign from her employment with Defendant and execute a full release of all claims arising from Plaintiff's employment relationship with Defendant and the allegations in the Action. The terms and conditions of the settlement are set forth below in this Agreement.

TERMS AND CONDITIONS OF AGREEMENT

In consideration of the terms and conditions of this Agreement as set forth below, the adequacy of which is hereby acknowledged, and in light of the circumstances outlined in the Recitals, which are incorporated fully herein by this reference, and in order to fully settle all claims between the Parties, it is agreed as follows:

1.0 SETTLEMENT PAYMENT AND CONSIDERATION

The Parties, through their counsel, have engaged in good faith settlement discussions and agreed that, in exchange for the payment of a certain sum. Plaintiff shall resign and execute a full release of all claims arising from her employment relationship with Defendant, the cessation of her employment, and the allegations in the Action (meaning all claims alleged by both Alameda Court Case Number 24CV097081. The terms and conditions of the settlement are set forth below in this Agreement.

1.1 In consideration of the executed terms and conditions of the Agreement and Plaintiff's resignation, Defendant agrees to pay Plaintiff the total sum of **Forty Thousand Dollars and Zero Cents ($40,000.00)** as payment in full for all claims asserted and that could be asserted by Plaintiff against Defendant (the "Settlement Payment"). Except for the payments described in this paragraph, Plaintiff will receive no further monies from Defendant, or anyone acting on its behalf, related to and/or arising from her employment with Defendant or the cessation of that employment. The Settlement Payment will be issued as follows:

(a) One check made payable to "**Wilshire Law Firm, PLC, Client Trust Account**" in the amount of **Forty Thousand Dollars and Zero Cents ($40,000.00)** for which a Form 1099 shall be issued for this amount at the end of the applicable tax year per IRS regulations.

The Settlement Payment shall be paid by or on behalf of Defendant to Plaintiff within thirty (30) days of Defendant's counsel's receipt of this fully executed Agreement and Plaintiff's resignation tendered to Defendant in any form, including **Exhibit A**, an executed W-9 form from Plaintiff's counsel for which a 1099 will be issued, so long as Plaintiff does not revoke pursuant to Section 19. Payment shall be mailed to the following address: **Wilshire Law Firm, Attn: Arman A. Salehi, 660 S. Figueroa Street, Sky Lobby, Los Angeles, California 90012**. If the date by which the Confidential Settlement Payment is due falls on a Saturday, Sunday or holiday, then the Confidential Settlement Payment shall be due on the following business day that is not a

Saturday, Sunday, or a holiday.

Except for the payments described in this paragraph and any payments for Plaintiff's PAGA + Class claim, as memorialized in a separate settlement agreement, which is attached hereto as **Exhibit B** for reference only, Plaintiff acknowledges that Plaintiff is not entitled to receive any further monies from Defendant, or anyone acting on their behalf, related to and/or arising from Plaintiff's employment relationship with Defendant or the cessation of that employment.

1.2 Plaintiff acknowledges and agrees that Defendant has made no representations to Plaintiff regarding the tax consequences of the monies paid pursuant to this Agreement. Plaintiff agrees that Plaintiff is solely responsible to pay federal and state taxes, if any, which are required by law to be paid with respect to this settlement. Plaintiff further agrees to indemnify and hold Defendant harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendant for any amounts claimed due on account of this Agreement to the extent the liability is Plaintiff's and Plaintiff is provided with reasonable notice giving Plaintiff an opportunity to cure, or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by Defendant by reason of any such claims, including any amounts paid by Defendant as taxes, deficiencies, levies, assessments, fines, penalties, interest or otherwise.

2.0 MUTUAL RELEASE OF ALL CLAIMS

2.1 In consideration of the payment(s) set forth in Section 1.1 above, and to the fullest extent permitted by law, Plaintiff individually and on behalf of Plaintiff's successors, assigns, heirs, estates, executors, administrators, agents, representatives and attorneys, and each of them, voluntarily, irrevocably and unconditionally releases, acquits and forever discharges Defendant and any of their present and former parents, subsidiaries, management group members, managing directors, affiliates, officers, shareholders, equity partners, partners, owners, directors, trustees, employees, former employees, and agents, including as well as any of their representatives, attorneys, insurers, reinsurers, and/or any of the predecessors, successors and assigns of Defendant and any of the foregoing parties (collectively referred to as "Defendant and Releasees"), and each of them, from any and all charges, complaints, claims, promises, agreements, controversies, suits, demands, costs, losses, debts, actions, causes of action, damages, judgments, obligations, liabilities and expenses of whatever kind and character, known or unknown, suspected or unsuspected, including any claims for attorneys' fees and costs, except claims that the law does not permit Plaintiff to waive by signing this Agreement, which Plaintiff now has, owns, holds or claims to have, own or hold, or may have had, owned or held, or may claim to have, own or hold against Defendant and Releasees, or any of them, regarding events that have occurred in connection with or related to Plaintiff's employment relationship with Defendant, or any acts of Defendant and Releasees, including, without limitation, any and all claims that have or could have been asserted in the Action, any claims that in any way relate to the facts and circumstances alleged in the Action, or any claims under the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974, the Civil Rights Act of 1991, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, the California Government Code, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code, the California Business & Professions Code, penalties under the Private Attorneys General Act, and any amendments to any of these statutes, and any other federal, state or local statute, ordinance, regulation or common law. In the event, any of the claims subject to this paragraph cannot be released, any language purporting to release such claims shall be stricken from the remainder of this paragraph and shall not affect or invalidate the release of any other claim that can be released pursuant to law. Plaintiff also releases any and all claims for unemployment compensation and Worker's Compensation

2.2 Plaintiff agrees that all of her rights under Section 1542 of the Civil Code of the State of California that are related or in any manner incidental to the matters encompassed by this Agreement are hereby waived.

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

2.3 Notwithstanding the foregoing, Plaintiff's PAGA + Class claim is not released by this Agreement. Rather, the PAGA + Class claim will be released when the Court approves the separate PAGA + Class Settlement Agreement that is attached hereto as **Exhibit B**. Nothing in this Agreement shall affect Plaintiff's ability to obtain approval of the PAGA + Class Settlement Agreement.

2.4 The Parties agree and acknowledge that the terms of settlement herein stated constitute a complete compromise of matters involving disputed issues of law and fact. The Parties expressly and voluntarily assume the risk that the facts or law may be other than the Party presently believes. It is understood and agreed by the Parties that the settlement is a compromise of doubtful and disputed claims and that no portion of the terms of the settlement shall be construed as an admission of liability by a Party hereto.

2.5 Notwithstanding the foregoing, nothing in this Agreement shall affect Plaintiff's rights under California Labor Code section 2802.

2.6 Plaintiff acknowledges that this Agreement covers any and all unemployment compensation and Worker's Compensation claims, and Plaintiff acknowledges that she has not filed, not will not file, any claim for unemployment compensation and/or Worker's Compensation. Except as otherwise provided in the preceding sentence, this Agreement does not limit any Party's right, where applicable, to file any administrative charge or complaint or participate in any investigative proceeding of any federal, state or local government agency or self-regulatory agency or to communicate with any such agency. To the extent permitted by law, Plaintiff agrees that, if such an administrative charge is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

2.7 Medicare Release: It is understood and agreed that Plaintiff accepts full responsibility for discharging any and all liens, including any liens by Medi-Cal or MediCare, or any other governmental entities, or any other healthcare providers that have cared for Plaintiff, or any liens by any insurers or other entities that have paid for such care, or any prior attorneys of Plaintiff, and also including any other liens that may exist or which may be filed in the future and will defend, indemnify and hold harmless Defendant and Releasees from any claims by any existing or future lienholders. Plaintiff further understands and agrees to the language of Exhibit A, Addendum to this Agreement, which is incorporated by reference as if set forth in full herein, and understands and agrees that this Agreement is not effective or enforceable if Exhibit A is not executed in the presence of a competent witness

2.7.1. Warranty of Medicare Ineligibility: Plaintiff hereby warrants and represents that Plaintiff has never received, is not currently receiving, and did not apply to receive Medicare or Medicaid for any injuries released by this Agreement. Plaintiff further warrants that Plaintiff is not eligible for benefits under the Federal Medicare program and does not anticipate applying for Medicare or Medicaid benefits.

2.7.2. Indemnification: Plaintiff represents that there are no liens or reimbursement rights by Medicare or Medicaid enforceable against the proceeds of the Confidential Settlement Payment, or the persons, firms, or corporations making the payment herein. If such a lien or reimbursement right is asserted against the proceeds herein or against Defendant and Releases or any person, firm or corporation making payment herein, then, in consideration of the payment made to Plaintiff, Plaintiff agrees to indemnify Defendant, and Releasees, their attorneys and/or their insurers against lien claims and/or fines or penalties imposed by Medicare or their agents. Plaintiff agrees to pay and satisfy such asserted lien or reimbursement right, fines, and/or penalties or to satisfy the same.

2.7.3. Medicare Confirmation

Definitions:

"Conditional Payments" shall have the meaning ascribed to it under the MSP Statute and implementing regulations.

"MMSEA" means the Medicare, Medicaid, and SCHIP Extension Act of 2007 (P.L. 110-173), which, in part, amended the Medicare Secondary Payer statute at 42 U.S.C. § 1395y(b)(7) and (8). This portion of MMSEA is referred to herein as "Section 111 of MMSEA".

"MSP Statute" means the Medicare Secondary Payer ("MSP") statute. 42 U.S.C. § 1395y(b).

Plaintiff represents that Plaintiff is not enrolled in the Medicare/Medicaid program and was not enrolled during Plaintiff 's employment with Defendant or anytime thereafter through the date of this Agreement.

Plaintiff represents and warrants that the information provided to Defendant and Releasees for confirmation of Plaintiff's Medicare/Medicaid status, including name, gender, date of birth and Social Security Number, are complete, accurate and current as of the date of this Agreement.

Plaintiff represents and warrants that no Medicare/Medicaid payments have been made to or on behalf of Plaintiff and that no liens, claims, demands, subrogated interests or causes of action of any nature or character exist or have been asserted arising from or related to any released claims. Plaintiff further agrees that Plaintiff, and not Defendant and Releasees, shall be responsible for satisfying all such liens, claims, demands, subrogated interests or causes of action that may exist or have been asserted or that may in the future exist or be asserted with respect to the released claims.

Plaintiff agrees to indemnify and hold harmless Defendant and Releasees from any and all claims, demands, liens, subrogated interests and causes of action of any nature or character that have been or may in the future be asserted by Medicare/Medicaid and/or persons or entities acting on behalf of Medicare/Medicaid, or any other person or entity, arising from or related to this Agreement, the payment of the Settlement Amount, any Conditional Payments made by Medicare/Medicaid, or any medical expenses or payments arising from or related to any released claims that are subject to this Agreement or the release set forth herein, including, but not limited to: (a) all claims and demands for reimbursement of Conditional Payments or for damages or double damages based upon any failure to reimburse Medicare/Medicaid for Conditional Payments; (b) all claims and demands for penalties based upon any failure to report, late reporting or other noncompliance with or violation of Section 111 of MMSEA that is based, in whole or in part, upon late, inaccurate or inadequate information provided to Defendant and Releasees by Plaintiff or Plaintiff's counsel or upon any failure of Plaintiff or Plaintiff's counsel to provide information; and (c) all Medicare/Medicaid liens. This indemnification obligation includes all damages, double damages, fines, penalties, attorneys' fees, costs, interest, expenses and judgments incurred by or on behalf of Defendant and Releasees in connection with such claims, demands, subrogated interests or causes of action.

3.0 CONFIDENTIALITY AND NON-DISCLOSURE

3.1 Subject to California Code of Civil Procedure Section 1001 and the National Labor Relations Act ("NLRA"), Plaintiff agrees that she shall not disclose any of the negotiations of, terms of, or amount(s) paid under this Agreement to any individual or entity; provided, however, that Plaintiff will not be prohibited from making disclosures to his spouse or domestic partner, attorney, or tax advisors, or as may be required by law. Plaintiff shall also not disclose any information not covered by California Code of Civil Procedure Section 1001 or the NLRA. But, otherwise, Plaintiff may, pursuant to California Code of Civil Procedure Section 1001 and the NLRA, disclose certain factual information as well as make any other disclosures as permitted by California Code of Civil Procedure Section 1001 and the NLRA and is not barred from doing so via this section and/or Agreement. However, Plaintiff agrees that as to disclosures not covered, permitted, or contemplated by California Code of Civil Procedure Section 1001 or the NLRA, in connection with any disclosure permitted hereunder, Plaintiff shall cause such third party to whom disclosure has been made as permitted herein to agree to comply with the covenant of confidentiality and non-disclosure, and in the event such third party breaches the covenant of confidentiality and non-disclosure, such breach shall be deemed to have been committed by Plaintiff. Plaintiff hereby understands that nothing contained herein shall preclude her from acknowledging that the dispute has been resolved. Plaintiff further acknowledges that no disclosures shall be made to any publication (including social media) or reporting service regarding settlements and verdicts.

Again, Plaintiff hereby understands that nothing contained in this Agreement prevents Plaintiff from disclosing factual information related to Plaintiff's claims as called for in and/or permitted by California Code of Civil Procedure Section 1001 or the NLRA and/or otherwise limits Plaintiff's rights under California Code of Civil Procedure Section 1001 or the NLRA. To the extent any provision or portion of this section or otherwise is deemed or found to be in conflict with or in violation of California Code of Civil Procedure Section 1001 or the NLRA, that provision or portion of this section or otherwise shall be deemed struck, excised, and/or limited to eliminate or avoid such conflict or violation. Further, nothing in this Agreement in any way restricts or impedes Plaintiff from exercising protected rights to the extent that such rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Further, nothing herein shall preclude Plaintiff's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Defendant, or on the part of the agents or employees of Defendant, when Defendant has been required or requested to attend the proceeding pursuant to a court order, subpoena, or written request from an administrative agency or legislature.

3.2 Any breach by the Parties of Section 3.0 shall be considered a material breach of this Agreement and the Parties acknowledges that Defendant deems confidentiality a material condition of this Agreement, absent which it would not have agreed to the terms set forth herein. Nothing in this Section or in any other provision of this Agreement shall, or is intended to, limit any other rights or remedies the Parties may have by virtue of this Agreement or otherwise, including the provisions contained in this Agreement relating to injunctive relief and attorneys' fees and costs.

3.3 The Parties agree that a breach of this confidentiality section would constitute irreparable harm to Defendant (including but not limited to: owners, shareholders, assignees, and and that, in the event of any proven breach of this section, Defendant may obtain an injunction prohibiting future breaches. In addition, the Parties agree that any proven breach of confidentiality as defined in Section 3.1, or any proven breach of the provisions referenced in Sections 4.0 or 5.0 of this Agreement, shall result in liquidated damages paid by Plaintiff to Defendant in the amount of Two Thousand Dollars and Zero Cents ($2,000) per proven breach. The Parties agree that injunctive relief, additional monetary damages and reasonable attorneys' fees and costs are also available under this Agreement for enforcing this provision.

3.5 Plaintiff agrees to provide Defendant with written notice of any subpoena, summons, or judicial directive seeking a copy of this Agreement or its terms, or that may call for testimony about the terms or conditions of this Agreement, the Action, or any topic related to Plaintiff's employment relationship with Defendant, within at least five (5) business days of receipt of the subpoena, summons, or judicial directive, so that Defendant may seek appropriate protection.

4.0 NON-DISPARAGEMENT

4.1 To the extent allowed by California Code of Civil Procedure section 1001 and the NLRA, the Parties agree and covenant that Plaintiff shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory remarks, comments, or statements concerning each other or Defendant's businesses, or any of its employees, officers, members, or directors, and its existing and prospective customers, clients, suppliers, investors, and other associated third parties, now or in the future. Note, this paragraph and the Agreement do not, in any way, restrict or impede Plaintiff from exercising protected rights, including rights under the NLRA or the federal securities laws, including the Dodd-Frank Act, to the extent that such rights cannot be waived by agreement, or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. If any section or term of the Agreement is found or determined to not comply with and/or violate the NLRA or federal securities law, then such law will supersede and/or override that particular section or term, the particular section or term will be struck, excised, and/or limited to eliminate the non-compliance or violation, and the remainder of the Agreement shall remain in full force and effect.

4.2 The Parties agrees that the Non-Disparagement provision set forth in this section is a material term of this Agreement and that breach of this section of the Agreement constitutes a material breach of this Agreement.

5.0 AGREEMENT NOT TO DISCLOSE INFORMATION OR DOCUMENTS

5.1 Except to the extent such information is not already a public record or in the public domain, Plaintiff agrees to destroy and to not disclose, produce, discuss or make available in any manner to any individual or entity any documents, draft pleadings, emails or correspondence, witness statements or information relating to this Action or this Agreement absent a Court Order to do so. Plaintiff agrees to notify Defendant (within 5 days of obtaining knowledge of the request) in the event that any outside entity attempts to subpoena any of the documents relating to this case.

5.2 Plaintiff agrees that the Agreement Not to Disclose Information or Documents provision set forth in this section is a material term of this Agreement and that breach of this section of the Agreement constitutes a material breach of this Agreement.

6.0 COSTS AND ATTORNEYS' FEES

Except for Plaintiff's PAGA claim addressed in a separate settlement agreement, attached hereto as **Exhibit B**, the Parties to this Agreement shall bear their own attorneys' fees and costs arising from the actions of their own counsel in connection with this Agreement, the matters and documents referred to herein, including the Action, and all related matters. In the event that any Party shall institute any action or proceeding against another Party to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover their expenses, including reasonable attorneys' fees, in addition to any other relief to which the Party is found entitled.

7.0 VOLUNTARY AND INFORMED EXECUTION

Plaintiff represents that Plaintiff has relied upon the advice of Plaintiff's attorney, who is the attorney of Plaintiff's own choice, concerning the legal and tax consequences of this Agreement; the terms of this Agreement have been completely read and explained to Plaintiff by Plaintiff's attorneys; the terms of this Agreement are fully understood and voluntarily accepted by Plaintiff; Plaintiff knowingly and voluntarily intend to be legally bound by the same; and Plaintiff is releasing Defendant and Releasees from any and all claims Plaintiff may have against them in accordance with the terms of this Agreement.

8.0 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff represents and warrants that: (1) no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Agreement, except as otherwise set forth herein; (2) Plaintiff has the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and (3) Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement to any other person or entity.

9.0 ENTIRE AGREEMENT, WAIVER, AND AMENDMENTS

9.1 The Parties understand and agree that this Agreement , including **Exhibits A** and **B** hereto, constitutes the entire Agreement between the Parties concerning the scope of the settlement of the Action and that this Agreement supersedes any and all prior oral or written agreements and understandings on such issues. No warranty, representation, condition, understanding or agreement of any kind with respect to the subject hereof shall be relied upon by the Parties unless incorporated herein. Notwithstanding any other provision contained herein, this Agreement may be pled as a thorough and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of the provisions contained herein.

9.2 No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

9.3 Unless expressly permitted herein, no supplement, modification or amendment of any term, provision or condition of this Agreement (including this Paragraph) shall be binding or enforceable unless evidenced in a writing executed by the Parties hereto.

10.0 COVENANT NOT TO SUE

To the fullest extent permitted by law, Plaintiff agrees that Plaintiff will not, at any time hereafter, commence, maintain, or prosecute any action at law or otherwise, or assert any claim against Defendant and Releasees and/or execute or enforce any judgment against Defendant and Releasees for damages or losses of any kind or amount arising directly or indirectly from events that have occurred in connection with or related to Plaintiff's employment with Defendant or the cessation of Plaintiff's employment, or any acts of Defendant and Releasees, including, without limitation, any and all claims that have or could have been asserted in the Action, any claims that in any way relate to the facts alleged in the Action, or any claims that could have been brought under the acts, statutes or common law referenced in Section 2.0 or referenced throughout this Agreement, especially including unemployment compensation and Worker's Compensation claims, without repercussion or recourse.

11. 0 GOVERNING LAW & ENFORCEMENT OF AGREEMENT & RETENTION OF JURISDICTION

This Agreement is made pursuant to California Code of Civil Procedure §664.6 and it is intended that this Agreement constitutes an out-of-court written settlement agreement pursuant thereto. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of California, without regard to principles of conflicts of law otherwise applicable to such determination; provided, however, this in no way shall prevent the application of the benefits of federal law where applicable. Further, the confidentiality provisions herein will not apply to any enforcement proceeding pursuant to California Code of Civil Procedure § 664.6. This

Agreement shall be admissible in any proceeding to enforce the terms thereof, if necessary, and the prevailing party in any such proceeding shall be entitled to recover costs, including reasonable attorneys' fees, incurred thereby. By virtue of the foregoing language and pursuant to California Evidence Code § 1123(b), this written Agreement is intended to be binding and enforceable and is intended by the Parties as an express authorization for the Alameda County Superior Court to retain jurisdiction, as evidenced by the Parties signatures herein, per California Code of Civil Procedure §664.6.

12.0 NO ADMISSION

The Parties understand and agree that nothing in this Agreement is intended, or should be construed, as an admission of any liability, misconduct or wrongdoing by any Party, or as an admission of any violation of the rights of Plaintiff or any other person. This Agreement will not be admissible in any proceeding. In the event this Agreement fails to become effective, it will be deemed part of negotiations for settlement purposes only and will not be admissible or usable for any purpose whatsoever.

13.0 SCOPE OF AGREEMENT

Plaintiff understands and agrees that this Agreement shall bind Plaintiff and Plaintiff's successors, assigns, heirs, estates, executors, administrators, agents, representatives and attorneys, and inures to the benefit of the respective Defendant and Releasees.

14.0 INTERPRETATION OF THE AGREEMENT

Whenever the context requires, any gender referenced includes the other, and the singular number includes the plural, and vice-versa.

Any captions in this Agreement are inserted for convenience of reference and do not define, describe or limit the scope or intent of this Agreement or any of their terms.

No inference, assumption or presumption shall be drawn from the fact that a Party or them or their attorney prepared and/or drafted this Agreement.

15.0 PLAINTIFF'S ACKNOWLEDGMENTS

Plaintiff acknowledges, represents, and warrants that, other than the Confidential Settlement Payment identified in Section 1.1 above, Plaintiff has received all wages and benefits (disputed and undisputed) due and owing to Plaintiff from Defendant and Releasees, including but not limited to wages for hours worked, salary, bonuses, commissions, overtime, holiday pay, sick, benefits, disability benefits, accrued paid time off, and any other compensation, or to the extent that there is or has been a good faith dispute as to wages and benefits owed to Plaintiff, including but not limited to wages for hours worked, salary, bonuses, commissions, overtime, holiday pay, sick, benefits, disability benefits, accrued paid time off, meal and rest break premiums, business expenses, or any other compensation, Plaintiff agrees that the consideration paid herein compensates Plaintiff for all undisputed and disputed amounts. Plaintiff further acknowledges, represents, and warrants that Plaintiff was provided with all meal and rest periods, or has been fully compensated for any missed meal and rest breaks, and has been fully reimbursed for any business expenses incurred under California Labor Code.

Plaintiff acknowledges and affirms that Plaintiff is not pursing any suffering from any occupational diseases as a result of Plaintiff's employment. Plaintiff acknowledges that Plaintiff has returned all of Defendant's property received in connection with Plaintiff's employment relationship with Defendant.

Plaintiff acknowledges that she has resigned voluntarily and is therefore not entitled to unemployment compensation benefits.

15.0 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall, taken together, constitute the same Agreement and, in pleading or proving any provision of the Agreement, it shall not be necessary to produce more than one such counterpart. Any electronic signature must be captured using secure software, such as DocuSign, Adobe Sign, or HelloSign. The counterparts may be executed by email, PDF, and/or facsimile.

16.0 SUBJECT HEADINGS

The subject headings of the paragraphs of this Agreement are included solely for purposes of convenience and reference only, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any of the provisions of this Agreement.

17.0 SEVERABILITY

Should any provision of this Agreement be declared, or be determined by any court of competent jurisdiction, to be illegal, invalid, or unenforceable, it shall be limited to the minimum extent necessary to render it enforceable. If it cannot be so limited, it will be severed, and the legality, validity, or enforceability of the remaining parts, terms, or provisions shall not be affected, and the illegal, unenforceable, or invalid part, term, or provision shall be deemed not part of this Agreement.

18.0 NEUTRAL REFERENCE

Plaintiff shall instruct prospective employers to contact Defendant's Human Resources department for employment verification purposes. Defendant acknowledges that if Defendant is requested by Plaintiff's potential employers to provide information about Plaintiff's employment, Defendant shall only furnish the following: (a) confirmation of employment dates and (b) position held.

19.0 ADEA PROVISION

Plaintiff understands and agrees that Plaintiff has not executed this Agreement without first having had the opportunity, whether Plaintiff takes it or not, to consider this Agreement for a full twenty-one (21) days from receipt. Plaintiff acknowledges that, if Plaintiff executes this Agreement, Plaintiff did so after Defendant advised Plaintiff, in writing, to consult with an attorney. Plaintiff further understands and agrees that this Agreement will not be effective until seven (7) days after the date the Agreement containing Plaintiff's signature is returned to counsel for Defendant and then only if Plaintiff has not exercised Plaintiff's right to revoke this Agreement as described in the paragraph below.

Plaintiff understands and agrees that Plaintiff:

a. Has a full twenty-one (21) days within which to consider this Agreement before executing it;

b. Has carefully read and fully understands all of the provisions of this Agreement;

c. Is, through this Agreement, releasing Defendant and Releasees from any and all claims Plaintiff may have against them under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, *et seq*.);

d. Knowingly and voluntarily agrees to all of the terms set forth in this Agreement;

e. Knowingly and voluntarily intends to be legally bound by the same;

f. Was advised and hereby is advised in writing to consider the terms of this Agreement and consult with an attorney of Plaintiff's choice prior to executing this Agreement;

g. Has a full seven (7) days following the execution of this Agreement to revoke it; and

h. Understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §621, *et seq.*) that may arise after the date this Agreement is executed are not waived.

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[signatures on following page]

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

LORELAI ANSIS

Dated: 3/16/2026 By Signed by: C2574F2FF70242C...

Lorelai Ansis, Plaintiff

PREMIER SENIOR CARE GROUP CORP.

Dated: ____________ By____________________

Name:

Title:

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

LORELAI ANSIS

Dated: ____________________ By____
Lorelai Ansis, Plaintiff

PREMIER SENIOR CARE GROUP CORP.

DocuSigned by:

Dated: March 13, 2026 By Judith Morales
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Name: Judith Morales, Secretary

EXHIBIT A: ADDENDUM TO CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

I, LORELAI ANSIS (hereinafter referred to as "Plaintiff"), individually and on behalf of Plaintiff's heirs, executors, administrators and assigns, as additional consideration for the settlement agreement referenced in the SETTLEMENT AGREEMENT AND RELEASE to which this ADDENDUM is attached and of which this ADDENDUM is a part (hereinafter referred to as "the settlement agreement"), further recite, warrant, represent and agree as follows:

Plaintiff understands, acknowledges and agrees that:

1. In reaching the settlement agreement, the parties have given considerable attention to whether Plaintiff is entitled to Social Security disability benefits pursuant to 42 U.S.C. § 423. It is not the intention of any party to the settlement agreement to shift to Medicare responsibility for payment of medical expenses for the treatment of the injuries that Plaintiff sustained as result of the incident referenced in the Complaint and incorporated by reference into the settlement agreement (hereinafter referred to as "the incident"). However, the settlement agreement is intended to foreclose the released parties from responsibility for future payments of any medical expenses and prescription drug expenses related to the incident and Plaintiff's injuries that Plaintiff sustained as a result of the incident.

2. The released parties have expressly denied all liability for any damages as a result of the incident and dispute the reasonableness and necessity of past and future medical treatment and expenses allegedly incurred regarding Plaintiff's injuries resulting from the incident.

3. Because Plaintiff's injuries resulting from the incident were sustained on or after December 5, 1980, the sections of the Social Security Act known as the Medicare Secondary Payer ("MSP") law (42 U.S.C. Section 1395y[b]) and federal regulations adopted by the federal government to implement this law (including 42 C.F.R. Part 411) have been considered by the parties. These laws and regulations are collectively referred to herein as the "MSP provisions." Detailed information regarding the MSP provisions is available at the Centers for Medicare & Medicaid Services website at http://www.cms.hhs.gov/; a summary of the Medicare Secondary Payer Recovery Claim Process is available at http://www.cms.hhs.gov/MSPRecovClaimPro/.

4. Pursuant to the MSP provisions, Medicare is not required to make and does not make payment for covered items or services to the extent that payment has been made, or can reasonably be expected to be made, under a liability insurance policy or plan. Liability insurance means insurance (including a self-insured plan) that provides payment based on legal liability for injury or illness or damage to property, and includes, but is not limited to, automobile liability insurance, uninsured motorist insurance, underinsured motorist insurance, homeowners' liability insurance, malpractice insurance, product liability insurance, and general casualty insurance.

5. However, pursuant to the MSP provisions, under certain circumstances, Medicare may make conditional payments which are conditioned on reimbursement to Medicare to the extent that payment with respect to the same items or services could have been made under

a liability insurance policy or plan. These conditional payments are subject to later recovery by Medicare if there is a settlement, judgment, award or other payment.

6. Regarding these conditional payments, Medicare has a statutory direct right of recovery, a right that takes precedence over the claims of any other party, from anyone, including but not limited to the Medicare beneficiary, who receives payment directly or indirectly from the proceeds of a liability insurance payment, as well as from the liability insurer or plan making the payment. A failure to fully comply with the MSP provisions can result in a recovery action by Medicare seeking reimbursement of Medicare payments that Medicare was not required to make and penalties. 42 C.F.R. §411.24.

7. It is the understanding of the parties that the MSP provisions do not apply, and that compliance with these provisions is not required, regarding Plaintiff's claim for injuries which is the subject of the settlement agreement as Plaintiff has expressly represented and warranted, and hereby again expressly represents and warrants, that:

   a. Medicare has made no conditional payments for any medical expense or prescription drug expense related to Plaintiff's injuries sustained in the incident.

   b. Plaintiff is not, nor has Plaintiff ever been, a Medicare beneficiary.

   c. Plaintiff is not currently receiving Social Security Disability Benefits.

   d. Plaintiff has not applied for Social Security Disability Benefits.

   e. Plaintiff has not been denied Social Security Disability Benefits.

   f. Plaintiff has not appealed from a denial of Social Security Disability Benefits.

   g. Plaintiff is not in End Stage Renal Failure.

   h. Plaintiff does not expect to become eligible for Medicare benefits within the next 30 months.

   i. No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers or suppliers of any kind, have been filed regarding the treatment of Plaintiff's injuries sustained as a result of the incident.

8. Plaintiff is aware that each liability insurer paying the settlement is relying on Plaintiff's representations and warranties stated in Paragraph 7, and each of them, and that each such insurer reasonably expects that each such representation and warranty by Plaintiff is true.

Plaintiff is of sound mind and body and fully capable of reading and understanding this ADDENDUM. Plaintiff understands the consequences of Plaintiff's failure to comply with the MSP provisions referenced in this ADDENDUM.

Done in Alameda County, of CA State this 16 day of the month March in the year 2026.

Signed by:

C2577F2FF70242C...

LORELAI ANSIS

Plaintiff's signature on this Exhibit A is witnessed by:

Arrash T. Fattahi		3/16/2026
Print Name	Signature	Date