

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (“Agreement”) is made and entered into by and between Plaintiff Daniela Perez (“Plaintiff”) and Defendant East Terrace Rehabilitation & Wellness Centre, LP ¹(“Defendant”) (collectively with Plaintiff referred to as “the Parties”), for the following purposes and with reference to the following facts:

A. The purpose of this Agreement is to settle and compromise all disputes and controversies existing between the Plaintiff, on the one hand, and on the other hand Defendants and all of their current and former respective subsidiaries, divisions, parents, affiliates, predecessors, successors and assigns, and their respective principals, shareholders, directors, officers, employees, agents, and attorneys, (collectively referred to as “Defendants”), including, without limitation, those described in more detail hereinafter, except as otherwise provided in the Agreement.

B. On January 28, 2022, Plaintiff filed a Complaint asserting class claims and representative claims under the Private Attorneys General Act (“PAGA”) in the Superior Court of California, County of Los Angeles, styled *Daniela Perez v. East Terrace Rehabilitation & Wellness Centre, LP, et al*, Case Number 22STCV03682 (the “Action”). In the Action, Plaintiff alleges the following causes of action: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay All Wages Upon Termination; (6) Failure to Provide Accurate Wage Statements; (7) Unfair Competition; and (8) Civil Penalties Labor Code §2699(a). Ultimately, as part of the settlement of Plaintiff’s representative PAGA claim, Plaintiff agreed to dismiss the class allegations without prejudice (as it was discovered that the majority of Defendants’ non-exempt employees signed arbitration agreements with class waivers) and pursue her individual damages for unpaid wages, interest and statutory penalties, which were also subsequently resolved.

C. As a material term of this agreement, Plaintiff agrees to file a Request for Dismissal of her putative class action allegations in the Action without prejudice as to Defendants, leaving only the PAGA Cause of Action for civil penalties and Plaintiff’s individual claims for damages.

WHEREAS, **EXCEPT for Plaintiff’s PAGA Cause of Action** (which shall be resolved by a separate longform agreement subject to Court approval), the Parties desire to settle fully and finally now all actual and potential differences between them, including but not limited to those regarding Plaintiff’s contentions that Defendants failed to pay her minimum and overtime wages, failed to provide her with meal and rest periods, failed to provide her with accurate itemized wage statements, failed to timely pay her wages upon separation of employment, as well any and all other claims, whether known or unknown, arising out of or based on any fact, matter or event which occurred prior to the date of this Agreement;

¹ Defendant East Terrace Wellness GP, LLC is a holding company and has no employees. As such, this entity is erroneously sued. The terms Defendants collectively includes East Terrace Wellness GP, LLC and East Terrace Rehabilitation & Wellness Centre LP.

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

1. **DISPOSITION OF ACTION AGAINST DEFENDANTS**

(a) **Denial of Liability**

Plaintiff acknowledges that Defendants have denied and continue to deny any and all liability, damages, penalties, interest, fees, restitution, injunctive relief and all other forms of relief as well as any allegations asserted in the Action as to Plaintiff individual claims. Each Party expressly recognizes that this Agreement shall not in any way be construed as an admission by Defendants or any other person or entity of any unlawful or wrongful acts whatsoever against Plaintiff or any other person. Defendants specifically deny any liability to Plaintiff or any other person for any alleged violation of the rights of Plaintiff or any person, or for any alleged violation of any order, law, statute, duty, or contract on the part of Defendants or Defendants' employees or agents or affiliated entities or their employees or agents, including claims for discrimination, harassment, retaliation, infliction of emotional distress, wrongful termination, negligent supervision, negligence, nonpayment or underpayment of wages, penalties or interest, or violation of any state or federal law.

(b) **Representation and Warranty**

Plaintiff represents that she has no other pending complaints, charges or grievances against Defendants with any state or federal court or any local, state or federal agency based on any event(s) occurring prior to the date of execution of this Agreement other than the Action described in Paragraph B above.

(c) **Settlement Sum**

(1) In consideration for the covenants and undertakings set forth in this Agreement, and for no other reason, Defendant East Terrace Rehabilitation & Wellness Centre, LP will pay to Plaintiff \$15,000.00 (Fifteen Thousand Dollars and Zero Cents) (the "Settlement Sum") within thirty (30) calendar days of the later of all of the following conditions occurring: (1) Defendants have received a copy of the Agreement executed by Plaintiff, (2) Defendants have received a copy of the Forms W-9 and W-4 from Plaintiff (3) the Court has entered an order dismissing Plaintiff's putative class action allegations without prejudice in the Action as to Defendants, and (4) the Court has entered an order approving the settlement of the PAGA Cause of Action (the "Due Date"). The Settlement Sum shall be payable as follows: one check made payable to Plaintiff in the amount of \$5,000 as wage-based damages to Plaintiff for which a W-2 shall be issued; one check made payable to Plaintiff in the amount of \$10,000 as interest and penalties for which a 1099 shall be issued to Plaintiff.

The Settlement Sum includes all attorneys' fees and costs incurred by Plaintiff in this Action. This Agreement is conditioned on the Court entering order(s) (1) dismissing Plaintiff's putative class action allegations without prejudice in the Action as to Defendants as described in Paragraph B above, and (2) approving the settlement of the PAGA Cause of Action as described

in Paragraph B above. The Settlement Payment as set forth in this paragraph is deemed timely delivered if deposited by U.S. Mail by the Due Date and/or with an overnight delivery service on or before the Due Date to The Nourmand Law Firm, APC, 8822 West Olympic Boulevard, Beverly Hills, California 90211. Upon delivery of the Settlement Sum, Defendants will have fully met their obligations under this Agreement and will not be liable in any manner for the distribution, division or payment of any portion of the Settlement Sum to or between any legal counsel that Plaintiff may have retained and/or consulted relating to Plaintiff's employment with Defendants (with the sole exception of the PAGA Cause of Action), including but not limited to The Nourmand Law Firm, APC, with respect to Plaintiff's individual claims. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this Paragraph.

(d) No Representations Regarding Taxability

Plaintiff understands and agrees that she is responsible for payment of any taxes which are required to be paid to the State of California, the United States Government, or any other entity as a result of this settlement and the Settlement Sum above. Plaintiff acknowledges that no representations regarding the tax consequences of the Settlement Sum have been made by Defendants or their counsel to Plaintiff or her Counsel. Plaintiff agrees that in the event that some federal, state, or local agency takes the position that taxes should have been withheld from the Settlement Sum pursuant to this Agreement, that Plaintiff will be solely responsible for payment of any such alleged tax obligations and will indemnify and hold Defendant harmless from any resulting tax liability, interest, attorneys' fees, or penalty associated therewith

(e) Release of Claims

(1) Plaintiff, for herself and for her heirs, executors, administrators, successors and assigns, hereby releases, acquits and forever discharges Defendants and each of their parents, subsidiaries and related entities, and each of their respective officers, directors, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, consultants, and affiliates, and each of its parents, subsidiaries and related entities, and each of their respective officers, directors, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and affiliates (collectively "Releasees"), from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, that she may have or have had arising out of any known or unknown fact, condition or incident occurring prior to the date of this Agreement, including but not limited to those arising out of or in connection with any claims, demands, charges, or complaints, specifically including but not limited to the Actions, arising out of or in connection with her employment with Defendants and its cessation and any and all other interactions or relations with Releasees. This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to prevent harassment, discrimination, and/or retaliation; any and all claims for failure to engage in the good faith interactive process and/or provide reasonable accommodation; all claims for violation of

obligations to provide leave or retaliation for exercising rights to leave; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing, all claims for unpaid wages, commissions, or other benefits, including minimum wage, overtime, double time, reporting time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums, and any and all claims for alleged violations of the California Labor Code generally; any claim for unlawful or unfair business practices; all claims for emotional distress; any and all claims which were or could have been asserted by Plaintiff; and all claims generally relating to Plaintiff's relationship, and/or interactions with Releasees and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order. This Agreement does not waive or affect any pending workers' compensation claims that Plaintiff may have.

(2) Plaintiff represents and warrants that she has not assigned or subrogated any of said rights, claims and causes of action, including any of the Released Claims or any claims referenced in Paragraph B above, or authorized any other person or entity to assert such a claim or claims on her behalf, and agrees to indemnify and hold the Released Parties harmless against any assignment of said rights, claims and/or causes of action.

(3) Plaintiff acknowledges and represents that other than her pending workers' compensation case, she has no injury or basis to file a workers' compensation claim, has not filed a claim pursuant to California Labor Code section 132(a) and states, affirms, and acknowledges that she has no factual basis to file any charge against Defendants under Labor Code section 132(a) for retaliatory termination.

(4) For the avoidance of doubt, notwithstanding anything to the contrary herein, the Parties agree that Plaintiff's PAGA Cause of Action in the Action **shall not** be released via this Agreement.

(f) Conditional Settlement

The instant individual settlement is conditioned on the Court entering order(s) (1) dismissing Plaintiff's putative class action allegations without prejudice in the Action as to Defendants, and (2) approving the settlement of the PAGA Cause of Action in the Action.

2. WAIVER OF CALIFORNIA CIVIL CODE SECTION 1542

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

Plaintiff acknowledges that she is being represented in this matter by counsel, and acknowledge that she is familiar with the provisions of California Civil Code Section 1542, which

provides as follows:

A general release does not extend to claims 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.

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

It is also understood and agreed by the Parties that this Release expressly includes settlement of Plaintiff's claims, if any, for employment termination and/or retaliation and/or willful misconduct, and therefore, expressly precludes her from filing any additional petitions for supplemental benefits under California Labor Code, sections 132, subdivision (a), and 4553.

The Parties understand that this Agreement does not release any claims that Plaintiff cannot lawfully release, such as her pending workers compensation case. This Agreement does not prohibit Plaintiff from filing a charge with any governmental administrative agency, such as the EEOC or DFEH, as long as Plaintiff does not seek, accept or receive reinstatement, damages, remedies, or other relief as to any claims that Plaintiff has released, any right to which Plaintiff hereby waives.

3. CONFIDENTIALITY OF AGREEMENT

a. The terms and conditions of this Agreement, and each and every document and communication regarding this Agreement and Plaintiff's individual claims in the Action, including, but not limited to, the fact of and the amounts of the payments required herein, and all matters concerning the allegations referenced in Paragraph B or negotiations (including any offers, demands, and settlements proposed or reached) relating to Plaintiff's individual claims asserted in the Action or this Agreement (collectively, "Confidential Information"), are strictly confidential. Except as provided in this Agreement, no Party may disclose Confidential Information to any person for any purpose. Without limiting the foregoing, and for the avoidance of doubt, Plaintiff shall not seek nor promote publicly, nor cooperate in any efforts to promote or publicize, any of the terms or conditions of this Agreement and her individual claims asserted in the Action, or relating in any way to amounts offered, demanded, or agreed to relative to Plaintiff's individual allegations referenced in Paragraph B above, including, but not limited to, the fact of and the amount of any of the payments required herein.

b. Without limiting subparagraph 3(a), Plaintiff further agrees that, except as provided in this paragraph 3, she will not communicate, discuss, disclose, disseminate, or publish (i) the amount of the payments made by Defendants in this Agreement, or (ii) the fact that Plaintiff has received payment in any amount from Defendants as a result of this Agreement. Upon inquiry, Plaintiff shall respond in substance by stating only that "the matter has been resolved."

c. Notwithstanding paragraph 3(a) and 3(b), Plaintiff may communicate the terms of this Agreement to her legal counsel, tax advisors, spouse, and accountants, provided that Plaintiff first advises them of the confidentiality provisions of this Agreement.

d. Notwithstanding paragraph 3(a), Defendants may disclose Confidential Information where required by law or contract, and to directors, members, officers, employees, stockholders, lenders, regulators, taxing authorities, financial planners, insurers and insurance brokers, potential parties to capital or financial transactions, and to other persons or entities to whom disclosure is necessary or reasonable to Defendants' business operations.

e. Notwithstanding anything else in this paragraph 3, either Party may communicate Confidential Information to the extent compelled by a court of competent jurisdiction or as otherwise required by law or to enforce the terms herein, including but not limited to effectuating the dismissal of Plaintiff's putative class claims, and approval of the PAGA Cause of Action as required under this Agreement. The Party receiving a subpoena or subject to such a legal obligation shall (unless prohibited by law) promptly provide notice to counsel for the other Party so that such other Party, may, at its expense, seek a protective order or other protection for the Confidential Information.

f. Plaintiff expressly agrees that she has received full and fair consideration for the promises made in this Agreement.

4. NON-DISPARAGEMENT AND NON-INCITEMENT

Plaintiff agrees and promises that Plaintiff will not disparage, harass, or make any private or public comments, statements or writings that are critical or disparaging of Defendants or Releasees. Plaintiff also represents and warrants that she has not made any defamatory statements regarding Defendants or Releasees and agrees not to make any such statements in the future. Plaintiff further agrees and promises that she has not and will not induce, incite or entice current or former employees of Defendants to assert claims of discrimination, harassment, retaliation, wrongful and/constructive discharge or termination, claims for unpaid wages, including overtime, violations of California's Labor Code and the Industrial Welfare Commission wage orders, unlawful business practices, or any other claims, based in tort or contract, against Defendants or Releasees, or any managers, supervisors, or employees of Defendants or Releasees by any other person. Nothing in this Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. Further, this Section is not intended to prevent cooperation through investigation, testimony, or otherwise with an administrative agency or court. This Section is also not intended to prevent Plaintiff from exercising any other rights protected by law, including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of the Settlement Sum under this Agreement, when the communication is not so disloyal, reckless, or maliciously untrue as to lose the protection of the law. Moreover, nothing in this paragraph shall prevent Plaintiff or her counsel from seeking approval of the

resolution reached in connection with the PAGA Cause of Action. Upon inquiry, Plaintiff shall simply state that she prefers not to talk about Defendants or this matter.

In response to any inquiries from a prospective employer of Plaintiff, Defendants agree to provide a neutral reference which shall only include the dates worked and the last position held. Plaintiff will instruct all inquiring entities to direct such inquiries to Defendants' Human Resources Department.

Notwithstanding the foregoing, the parties may make true statements to their attorneys, pursuant to lawful process, if compelled by subpoena, or as otherwise required by law. This provision is a material, essential, and indispensable condition of this Agreement.

5. LIQUIDATED DAMAGES FOR BREACH

Plaintiff acknowledges that a proven breach by Plaintiff of the terms set forth in paragraphs 3 and/or 4 of this Agreement will cause substantial harm to Defendants and/or Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any proven breach by Plaintiff of Plaintiff's obligations under paragraphs 3 and/or 4 of this agreement shall entitle Defendants and/or Releasees to liquidated damages in the sum of Five Hundred Dollars and Zero Cents (\$500.00) per proven breach. Plaintiff agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as a result of any breach of paragraphs 3 and/or 4 of this Agreement would be difficult to ascertain.

6. RETURN OF COMPANY PROPERTY

Plaintiff hereby represents and warrants that on or before the execution of this Agreement, Plaintiff has or will return all of Defendants' property and documents in Plaintiff's possession, custody and control including, but not limited to, Defendants' files, notes, records, computer recorded information, tangible property, credit cards, entry cards, mobile devices, identification badges, keys and any other material of any nature pertaining to Plaintiff's work for Defendants, and any documents or data of any description containing proprietary or confidential material of Defendants. This obligation to return Defendants' property includes, but is in no way limited to, Plaintiff's obligation to return to Defendants all of Defendants' confidential and/or trade secret information, such as customer lists, pricing information, marketing plans, personnel information and Defendants' financial information.

7. VOLUNTARY AGREEMENT

This release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code § 1541, that is, the extinguishment of obligations herein designated.

///

8. NEWLY DISCOVERED FACTS

Plaintiff acknowledges that she may hereafter discover facts different from or in addition to those that Plaintiff now knows of or believes to be true when Plaintiff expressly agreed to assume the risk of the possible discovery of additional facts, and she agrees that this Agreement will be and remains effective regardless of such additional or different facts. Plaintiff expressly agrees that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

9. SATISFACTION OF LIENS

Plaintiff hereby agrees, represents and warrants that she shall have sole responsibility for the satisfaction of any and all liens or assignments in law, equity, or otherwise, against any of the matters released herein, and that she will fully satisfy all liens, if any, immediately upon receipt of the Settlement Sum. Plaintiff further represents, agrees and warrants that she shall hold Defendants and/or Releasees harmless from, and indemnify Defendants and/or Releasees from, any liabilities or costs which they may incur as a result of any liens of any nature and/or Plaintiff's failure to satisfy any liens.

10. FUTURE COOPERATION

Plaintiff agrees to cooperate fully with Defendants with respect to any investigations, legal proceedings, or other matters which arose during or may arise after Plaintiff's employment with Defendants. Plaintiff agrees to remain available to participate, and, if necessary, provide testimony in any such matters.

11. COVENANT NOT TO SUE

Plaintiff shall not file suit, demand arbitration, or otherwise assert a claim against any Released Party on account of any Released Claim pertaining to this Agreement. In the event of a breach of this covenant not to sue, this Agreement shall constitute a complete and absolute defense to such claim.

12. SEVERABILITY

If any term or provision of this Agreement, other than the Release of Claims set forth in Paragraph 1(d) above, is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. INTEGRATION CLAUSE

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

14. BINDING EFFECT

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

15. CAPTION

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

16. ATTORNEYS' FEES AND COSTS

Nothing in this Agreement, nor the existence of this Agreement, shall be interpreted to render Plaintiff the prevailing Party for any purpose, including, but not limited to, an award of attorneys' fees and costs. Except for the payment set forth in paragraph 1(c) and the right to recovery of fees under paragraphs 5 and 23, the Parties agree that each Party shall bear their own attorneys' fees and costs.

17. COUNTERPARTS

This Agreement may be signed in separate counterparts and each counterpart shall be deemed an original and all of which counterparts together shall constitute one binding instrument.

18. ELECTRONIC OR FACSIMILE SIGNATURES

A signed facsimile, DocuSign or a similarly accredited secure signature service, or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

19. INTERPRETATION; CHOICE OF LAW

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

///

///

20. WAIVER

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

21. MODIFICATION

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

22. JOINTLY DRAFTED AGREEMENT

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

23. ENFORCEABILITY

This Agreement shall be enforceable under Code of Civil Procedure § 664.6. If any action is brought to enforce the provisions of this Agreement hereto, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs incurred therein.

24. NO RELIANCE

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

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

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

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

Dated: 8-5-, 2024

DANIELA PEREZ

Daniela Perez

Dated: Aug 23, 2024

**EAST TERRACE REHABILITATION
& WELLNESS CENTRE, LP**

Moishe Carlebach

By: Moishe Carlebach

Title: Administrator

Dated: Aug 23, 2024

EAST TERRACE WELLNESS GP, LLC

Moishe Carlebach

By: Moishe Carlebach

Title: Administrator