

PAGA SETTLEMENT AGREEMENT

Subject to court approval, this PAGA Settlement Agreement (“Agreement”) is made by and between Roman Slyusarchuk, individually and on behalf of the State of California and other aggrieved employees (“Plaintiff”), and Defendants Newport LLC and Kalesta Healthcare Group, LLC (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or as a “Party.” As part of a global resolution, the Parties are also entering into a separate Individual Settlement and Release Agreement resolving Plaintiff’s individual, non-PAGA claims (“Individual Settlement Agreement”). This Agreement and the Individual Settlement Agreement are separate but interdependent components of the same global resolution. Neither agreement supersedes the other, and the payment and release obligations under each agreement are conditioned on both agreements being fully executed and the Court granting Final Approval of this Settlement.

1. RECITALS

1.1. Plaintiff was employed by Defendant Newport LLC from approximately December 2021 to December 2025. Plaintiff contends that he was also employed by Defendant Kalesta Healthcare Group. Defendants dispute this contention, but in order to avoid additional cost and the uncertainty of litigation, Defendant Kalesta Healthcare Group desires to resolve the Action and Released Claims

1.2. On February 13, 2026, Workplace Legal (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendants to notify the LWDA and Defendants, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 98.6, 98.6(b)(3), 201, 202, 203, 204, 210, 216, 225.5, 226, 226(a), 226.3, 256, 1102.5(b), 1102.5(f), 1174, 1174.5, 1198, 2699(c), 2699(f)(2), 2802, and 558.1 and Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1157303-26 (the “LWDA Notice”).

1.3. On February 13, 2026, Plaintiff filed a Complaint against Defendants Newport LLC, Kalesta Healthcare Group, LLC, and Harris Chance captioned *Roman Slyusarchuk v. Newport LLC, et al.*; Case No. CV-26-001568 in Stanislaus County Superior Court alleging (1) Whistleblower Retaliation in Violation of Labor Code section 1102.5; (2) Healthcare Whistleblower Retaliation in Violation of Health and Safety Code section 1278.5; (3) Unlawful Discrimination Based on Disability in Violation of FEHA; (4) Failure to Engage in the Interactive Process in Violation of FEHA; (5) Unlawful Retaliation Based on Disability in Violation of FEHA; (6) Failure to Timely Pay Wages Due in Violation of Labor Code sections 200, 204, and 210(a); (7) Failure to Reimburse Business Expenses in Violation of Labor Code section 2802; (8) Unlawful Retaliation in Violation of Labor Code section 98.6; (9) Wrongful Termination in Violation of Public Policy; (10) Failure to Pay Wages Owed at Termination in Violation of Labor Code sections 201 and 203; (11) Failure to Timely Produce Payroll Records in Violation of Labor Code section 226; (12) Failure to Provide Accurate Wage Statements in Violation of Labor Code section 226; and (13) Unfair Competition in Violation of Business and Professions Code section 17200.

1.4. There has been no determination on the merits of the Action or the LWDA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims

2. DEFINITIONS.

2.1. “Action” means Plaintiff’s lawsuit against Defendants captioned *Roman Slyusarchuk v. Newport LLC, et al.*; Case No. CV-26-001568, pending in Stanislaus County Superior Court.

2.2. “Address Search” means the Administrator’s search for Covered Employees’ mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

2.3. “Administrator” means “Phoenix Class Action Administrative Solutions”, the third-party settlement administrator jointly selected by the Parties and approved by the Court.

2.4. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator’s bid submitted to the Court. The Administration Expenses shall not exceed the amount approved by the Court.

2.5. “Attorneys’ Fees” means Thirty Thousand Dollars and Zero Cents (\$30,000.00) under this Agreement. The Attorneys’ Fees will be deducted from the Gross Settlement Amount. Any attorneys’ fees payable under the Individual Settlement Agreement are separate from, and will not be administered under, this Agreement.

2.6. “Court” means the Stanislaus County Superior Court.

2.7. “Covered Employees” means all PAGA Members.

2.8. “Defense Counsel” means captioned counsel of record from the law firm of Fisher & Phillips LLP.

2.9. “Effective Date” means the date on which the Court enters Judgment on its order granting Final Approval of the PAGA settlement, provided that this Agreement and the Individual Settlement Agreement have both been fully executed.

2.10. “Employee Data” means all Covered Employees’ identifying information in Defendants’ possession, including their names, last-known mailing addresses, Social Security numbers, and number of PAGA Pay Periods.

2.11. “Final Approval” means the Court’s order granting final approval of the Settlement.

2.12. “Final Approval Hearing” means the Court’s hearing on the final motion for approval of the Settlement.

2.13. “Gross Settlement Amount” means One Hundred Thousand Dollars and Zero Cents (\$100,000.00), which is the total amount Defendant agrees to pay under this Agreement and includes all Court-approved Administration Expenses, Attorneys’ Fees, and Litigation Costs. The Gross Settlement Amount is separate from, and does not include, any payment required under the Individual Settlement Agreement.

2.14. “Individual PAGA Payments” means the PAGA Members’ pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Pay Periods.

2.15. “Individual Settlement Agreement” means the separate agreement resolving Plaintiff’s individual, non-PAGA claims (including but not limited to multiple causes of action for unlawful retaliation, discrimination, and wrongful termination, as well as individual wage-and-hour claims). Payments under the Individual Settlement Agreement are not part of the Gross Settlement Amount and will not be administered under this Agreement.

2.16. “Judgment” means the judgment entered by the Court based upon the Final Approval of the Settlement.

2.17. “Litigation Costs” means Two Hundred Fifty Dollars and Zero Cents (\$250.00) under this Agreement. The Litigation Costs will be deducted from the Gross Settlement Amount. Any litigation costs or expenses payable under the Individual Settlement Agreement are separate from, and will not be administered under, this Agreement.

2.18. “LWDA” means the California Labor and Workforce Development Agency.

2.19. “LWDA Payment” means the 65% share of the PAGA Payment allocated to be paid to the LWDA under Labor Code section 2699, subdivision (m).

2.20. “Net PAGA Payment” means the 35% share of the PAGA Payment allocated to be paid to PAGA Members under Labor Code section 2699, subdivision (m).

2.21. “Operative Complaint” means the most recently filed complaint, including amended complaints, filed by Plaintiff.

2.22. “PAGA” means California’s Private Attorneys General Act of 2004.

2.23. “PAGA Period” means one year and 65 days prior to the date Plaintiff files his First Amended Complaint, pursuant to the Court’s order granting leave for such filing, through the date of filing of the First Amended Complaint, as alleged in the PAGA Notice and Operative Complaint and subject to Court approval.

2.24. “PAGA Payment” means the amount remaining from the Gross Settlement Amount after deduction of the Court-approved Administration Expenses, Attorneys’ Fees, and Litigation Costs. Sixty-five percent (65%) of the PAGA Payment will constitute the LWDA Payment, and the remaining thirty-five percent (35%) will constitute the Net PAGA Payment to be allocated and paid to PAGA Members. The PAGA Payment may increase or decrease based

only on the final Court-approved Administration Expenses, but Defendants' total payment obligation under this Agreement will not exceed the Gross Settlement Amount.

2.25. "PAGA Counsel" or "Plaintiff's Counsel" means Workplace Legal.

2.26. "PAGA Members" means all individuals encompassed by the representative PAGA claim set forth in the PAGA Notice and Operative Complaint who were employed in California by one or more Defendants during the PAGA Period.

2.27. "PAGA Notice" means Plaintiff's letter to Defendants and the LWDA, including any amendments thereto, pursuant to Labor Code section 2699.3(a).

2.28. "PAGA Pay Period" means any pay period during which a PAGA Member worked for one or more Defendants for at least one day during the PAGA Period.

2.29. "PAGA Pay Period Estimate" means, based on a review of Defendants' records to date, a total of approximately 9,911 PAGA Pay Periods. The final number will be determined from the Employee Data provided to the Administrator.

2.30. "PAGA Representative" or "Named Plaintiff" refers to Roman Slyusarchuk.

2.31. "Released Claims" means the claims being released in connection with this Settlement, as set forth in full below.

2.32. "Released Parties" means: Defendants Newport LLC and Kalesta Healthcare Group, LLC, and all their subsidiaries, parents, predecessors, successors, assigns, investors, affiliates, current and former employees, including but not limited to, Harris LaChance, professional employer organizations (PEO), staffing agencies, managing agents, servants, consultants, agents, directors, members, officers, independent contractors, representatives, insurers and reinsurers and attorneys (and the current and former servants, agents, employees, PEOs, or staffing agencies, directors, officers, independent contractors, representatives, consultants, insurers, reinsurers and attorneys of any such subsidiaries, parents, predecessors, successors, or affiliates), and all persons acting by, through, under and/or in concert with any of them, and each of their respective heirs, successors, and assigns.

2.33. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendants shall pay the Gross Settlement Amount in connection with this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Covered Employees to submit any claim or form as a condition of payment. The Gross Settlement Amount is non-reversionary.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court:

3.2.1. To Named Plaintiff: Any Individual PAGA Payment to which he is entitled as a PAGA Member. No separate Service Payment is requested or payable under this Agreement. Payments required under the Individual Settlement Agreement are separate from, and will not be paid from or administered as part of, the Gross Settlement Amount.

3.2.2. To Plaintiff's Counsel: Attorneys' Fees and Litigation Costs will be paid from the Gross Settlement Amount as set forth above. Any attorneys' fees, litigation costs, or expenses payable under the Individual Settlement Agreement are separate from, and will not be administered under, this Agreement.

3.2.3. To the Administrator: Administration Expenses will be paid to the Administrator solely from the Gross Settlement Amount. To the extent the Administration Expenses are less than the amount estimated or approved by the Court, the remainder will be included in the PAGA Payment.

3.2.4. To the LWDA: Subject to Court approval, the PAGA Payment will be allocated to resolve claims for civil penalties under PAGA that were alleged in, or arise from the same facts and theories alleged in, the PAGA Notice and Operative Complaint during the PAGA Period. Sixty-five percent (65%) of the PAGA Payment will be paid to the LWDA as the LWDA Payment, and the remaining thirty-five percent (35%) will be distributed to PAGA Members as the Net PAGA Payment in exchange for the release set forth in Section 4. The Administrator will report the Individual PAGA Payments on IRS Forms 1099.

3.2.5. To Each PAGA Member/Tax Allocation: An Individual PAGA Payment calculated by: (a) dividing the Net PAGA Payment by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Member's PAGA Pay Periods. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS Forms 1099. Covered Employees assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Delivery of Employee Data to Administrator. Not later than 15 days after the Court grants Final Approval, Defendants will simultaneously deliver the Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Covered Employees' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Plaintiff's Counsel if they discover that the Employee Data omitted Covered Employees' identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline, the Parties and their counsel must expeditiously use best

efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

4.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after Final Approval.

4.3. Payments from the Gross Settlement Amount. Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments and make payment of the Administration Expenses and the LWDA Payment.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to Covered Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date, not less than 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Address Search for all other Covered Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.

4.3.3. For any Covered Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Covered Employee, to the State of California's Unclaimed Property Division.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Covered Employees beyond those specified in this Agreement.

4.3.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the Gross Settlement Amount, the following release of claims will take effect:

5.1. Upon the date the Court has entered an order approving the Settlement in this Action and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect

to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants Newport LLC and Kalesta Healthcare Group, LLC and their parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the “Released Parties”), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under PAGA as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Complaint in the Action and Plaintiff’s LWDA Notice, including but not limited to, the allegations regarding failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, whistleblower retaliation, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections California Labor Code sections 98.6, 98.6(b)(3), 201, 202, 203, 204, 210, 216, 225.5, 226, 226(a), 226.3, 256, 1102.5(b), 1102.5(f), 1174, 1174.5, 1198, 2699(c), 2699(f)(2), 2802, and 558.1 and Industrial Welfare Commission Wage Orders (collectively, the “Released Claims”).

5.2. Upon the date the Court has entered an order approving the Settlement Agreement in this Action and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff’s employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement in this Action and full funding of the Gross Settlement Amount, settle fully and release all claims he now has against the Defendants and Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

5.3. MOTION FOR SETTLEMENT APPROVAL.

5.4. PAGA Approval. Following the execution of this Agreement, to implement the terms of the Settlement, Parties have agreed that Plaintiff will file a First Amended Complaint that will add PAGA as a cause of action in the Action against Defendants. Within 10 days after filing the amended complaint, Plaintiff will submit a file-stamped copy of the amended complaint, including the assigned case number, to the LWDA through the PAGA Filing Portal. Defense Counsel shall take preliminary responsibility for drafting the portion(s) of the document(s) necessary for obtaining approval of this PAGA Settlement under Labor Code section 2699, subdivision (s)(2) setting forth the number of pay periods worked by PAGA Members during the PAGA Period and why the PAGA Settlement is fair and reasonable. Plaintiff shall thereafter prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this PAGA Settlement. To effectuate Final Approval and Judgment of the Settlement of PAGA claims, Plaintiff shall prepare either a Joint Stipulation Approving PAGA Settlement, subject to Defense Counsel's review and revision, or a Motion for Approval of PAGA Settlement. Plaintiff shall file such declarations as are needed to support the Settlement. Plaintiff will submit the proposed settlement to the LWDA at the same time it is submitted to the Court and will submit the Judgment and any order awarding or denying PAGA civil penalties to the LWDA within 10 days after entry.

5.5. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. The Parties will endeavor, to the extent practicable, to maintain the confidentiality of the Individual Settlement Agreement. If the Court requires additional information about the Individual Settlement Agreement, the Parties will jointly request that any such information be provided in camera and/or under seal. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiff's Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the Settlement, this Agreement and the Individual Settlement Agreement will be null and void unless the Parties otherwise agree in a writing signed by all Parties.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this

Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to report payments to state and federal tax authorities.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

6.3.1. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiff's Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare and submit to Plaintiff's Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7. ESCALATION CLAUSE. Defendants represent that there are an estimated 9,911 PAGA Pay Periods worked by PAGA Members during the PAGA Period. If the number of PAGA Pay Periods is more than 10% greater than this figure (i.e., if there are more than 10,902 PAGA Pay Periods worked by PAGA Members during the PAGA Period), Defendants shall either (i) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in the number of PAGA Pay Periods (i.e., if there was an 11% increase in the total PAGA Pay Periods, Defendants would increase the Gross Settlement Amount by 1%), or (ii) limit the PAGA Period to a date in which the PAGA Pay Periods worked does not exceed 10,902.

8. EMPLOYEE ESTIMATE. Based on the records evaluated to date, there are an estimated 477 PAGA Members covered by this Agreement. The final number will be determined from the Employee Data provided to the Administrator.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Named Plaintiff will file in Court and serve on Defendants a motion for approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment, which shall specifically state and include a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s). Plaintiff's Counsel will provide drafts of these documents to Defense Counsel in advance of filing for Defense Counsel's review. Defendants shall accept service of the Motion for Final Approval, or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement, via electronic service at the email addresses set forth in this Agreement or, if an

electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

9.1. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together through counsel in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

9.2. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals filed by another person or entity.

9.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement, including the scope of the release, this Agreement shall be null and void unless the Parties agree otherwise in a writing signed by all Parties. The Parties will expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment. Any additional Administration Expenses incurred after remittitur will be paid from the Gross Settlement Amount, and Defendants will not be required to pay any amount above the Gross Settlement Amount unless they separately agree in writing.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. Invalid Without Court Approval. In the event this Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. In the event the Agreement does not become final for any reason, this Agreement and the Individual Settlement Agreement shall be null and void, unless the Parties otherwise agree in a writing signed by all Parties, and any order entered by the Court in furtherance of this Agreement shall be treated as void ab initio. In such a case, the Parties shall return to the status quo as if they had not entered into either agreement. The Administrator will be paid for reasonable, documented costs incurred through the date it is notified that the Settlement will not proceed, but only to the extent those costs were approved in writing by the Parties before

they were incurred. Any such costs will count toward, and will not increase, the Gross Settlement Amount.

11.2. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Covered Employee to object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Plaintiff's Counsel's ability to communicate with Covered Employees in accordance with Plaintiff's Counsel's ethical obligations owed to Covered Employees.

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, the Individual Settlement Agreement, and any exhibits attached to either agreement collectively constitute the entire agreement between the Parties relating to the global settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. This Agreement governs only the PAGA settlement, and the Individual Settlement Agreement governs Plaintiff's individual, non-PAGA claims and payments. Neither agreement supersedes the other.

11.5. Attorney Authorization. Plaintiff's Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute other documents reasonably required to effectuate the terms of this Agreement, provided that no counsel may agree to a material amendment except as permitted by Section 11.10. Plaintiff acknowledges he has read this Settlement, fully understands his rights, privileges, and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges he had the opportunity to consult with his attorney to explain the terms of this Settlement and the consequences of signing this Settlement.

11.6. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,

transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8. No Tax Advice. Neither the Parties, Plaintiff's Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise. IRS Forms 1099 will be issued by the Administrator for Individual PAGA Payments, if applicable. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Defendants, Defense Counsel, Plaintiff, and Plaintiff's Counsel are not responsible for any PAGA Member's tax obligations regarding settlement payments. The tax treatment of payments under the Individual Settlement Agreement is governed solely by that agreement.

11.9. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

11.10. Modification of Agreement. Any material amendment, modification, change, or waiver concerning the Gross Settlement Amount, the PAGA Period, the definition of PAGA Members, the Released Claims, the allocation of settlement funds, the funding deadline, or the relationship between this Agreement and the Individual Settlement Agreement must be set forth in an express written instrument signed by all Parties. Plaintiff's Counsel and Defense Counsel may agree in writing to nonmaterial procedural or administrative changes that do not alter the Parties' economic obligations or the scope of any release.

11.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.

11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.14. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.15. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.16. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiff:

Workplace Legal
Attn: Jeffrey S. Sloan
870 Market St., Suite 1152
San Francisco, CA 94102
At the electronic service address of record in the Action.

To Defendants:

Fisher & Phillips LLP
Attn: Victor T. Xu
2050 Main Street, Suite 1000
Irvine, CA 92614
At the electronic service address of record in the Action.

11.17. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.18. Severability. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of

this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Roman Slyusarchuk

Date: 8/12/2026



Roman Slyusarchuk

Defendant Newport LLC

Date:



Name:

Title:

Defendant Kalesta Healthcare Group, LLC

Date: 08/19/2026



Name:

Title: