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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff DESTINY VASSAR ("Plaintiff") and Defendants GENESIS HEALTHCARE MANAGEMENT, LLC, and ASPIRE COUNSELING SERVICES, LLC ("Defendants"). The Agreement refers to Plaintiff and Defendants collectively as the "Parties."

As detailed below, in the event the Court does not enter an order granting final approval of this PAGA Settlement Agreement, as defined below, or the conditions precedent are not met for any reason, this Agreement is void and of no force or effect whatsoever.

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendants captioned *Vassar et al vs. Genesis Healthcare Management, LLC, a California Limited Liability Company et al.,* initiated on August 26, 2024, in the Superior Court of the State of California, County of Kern.

1.2 "Administrator" means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's bid, not to exceed Five Thousand Dollars ($5,000.00) submitted to the Court in connection with approval of this Settlement.

1.4 "Aggrieved Employee" means any individual who was directly employed by Defendants in California as a non-exempt employee and who worked during at least one day in California during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, social security number, and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.8 "Court" means the Superior Court of California, County of Kern.

1.9 "Defense Counsel" means Vanessa Franco Chavez and Makala E. Reha of Klein, DeNatale, Goldner, Cooper, Rosenlieb, & Kimball, LLP.

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1.10 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the PAGA Settlement; and (b) the Judgment is final. The Judgment is final upon the earliest of the following events: (i) if the Court denies approval of the settlement, with prejudice, the expiration of the period for filing any appeal, writ, or other appellate proceeding regarding the denial of the approval of the Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; (ii) if an appeal is filed, the dismissal of any appeal, writ, or other appellate proceeding opposing the Settlement with no right to pursue further remedies or relief; or (iii) if the Court denies approval of the settlement, with prejudice, upon the expiration of any time to file a petition for rehearing and the expiration of any time to file any petition in the California Supreme Court or the Supreme Court of the United States following a final appellate opinion or order upholding the Court's denial with no right to pursue further remedies or relief. Parties intend that the PAGA Settlement shall not become effective until the Court's order approving the Settlement is completely final and there is no further recourse by an appellant who seeks to contest the Settlement. Should the Court grant the approval of the Settlement, with no material changes, both Plaintiff and Defendants agree to waive any right to appeal the approval order.

1.11 "Gross Settlement Amount" means One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00), which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, Plaintiff's Enhancement Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12 "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods each Aggrieved Employee worked during the PAGA Period, divided by the aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period.

1.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.14 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.15 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Enhancement Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount, to be paid as follows: 35% to Aggrieved Employees as Individual PAGA Payments and 65% to the LWDA.

1.17 "PAGA Counsel" means David Yeremian, David Keledjian, and Svetlana Hovhannisyan of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

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1.18 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.20 "PAGA Period" means the period from August 26, 2023, through September 15, 2025, unless otherwise modified as provided for in Paragraph 8, below.

1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 *et seq*.).

1.22 "PAGA Notice" means Plaintiff's August 22, 2024, letter to Defendants and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a). (LWDA Case No. LWDA-CM-983683-23).

1.23 "PAGA Penalties" means the total amount of net PAGA civil penalties to be paid from the Net Settlement Amount, allocated as 35% to the Aggrieved Employees and 65% to LWDA in settlement of PAGA claims.

1.24 "Plaintiff" means DESTINY VASSAR, the named plaintiff in the Action.

1.25 "Plaintiff's Enhancement Payment" means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.

1.26 "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph **Error! Reference source not found.** below.

1.27 "Released Parties" means GENESIS HEALTHCARE MANAGEMENT, LLC, and ASPIRE COUNSELING SERVICES, LLC and each of their respective affiliated or related entities, as well as former, future, and present parent, joint venturers, and affiliated corporations and partnerships; their directors, officers, shareholders, owners, members, managers, partners, customers, employees, attorneys, agents, insurers, predecessors, successors, assigns, and subsidiaries; and any other individuals, entities, successors, assigns, or legal representatives who could be liable for any of the Released Claims.

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

2. RECITALS.

2.1 On August 26, 2024, Plaintiff commenced this Action by filing a Class Action Complaint in the Kern County Superior Court for the State of California alleging causes of action against Defendants GENESIS HEALTHCARE MANAGEMENT, LLC, ASPIRE COUNSELING SERVICES, LLC, and GENESIS MEDICAL MANAGEMENT, LLC, for (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages and Overtime; (4) Failure to Provide Accurate Written Wage Statements; (5) Failure to Timely Pay All Final Wages; (6) Failure to Indemnify; and (7) Unfair Competition (the

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"Complaint.") Defendants deny the allegations in the Complaint, deny any failure to comply with the laws identified in the Complaint, and deny any and all liability for the causes of action alleged. Defendants further deny that, for any purpose other than settling this Action, these claims are appropriate for representative treatment.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff purports to have given timely written notice to GENESIS HEALTHCARE MANAGEMENT, LLC, ASPIRE COUNSELING SERVICES, LLC, and GENESIS MEDICAL MANAGEMENT, LLC and the LWDA by sending the PAGA Notice on August 22, 2024.

2.3 On November 22, 2024, pursuant to an alleged arbitration agreement and an alleged individual settlement agreement provided by Defendants signed by Plaintiff, Plaintiff filed a First Amended Complaint, dismissing all class causes of action in the Complaint and adding a single cause of action for Civil Penalties pursuant to Labor Code § 2698, *et seq*., (the "Operative Complaint.") Moreover, Plaintiff filed a request to dismiss her class claims on December 6, 2024. Further, Defense Counsel provided a signed declaration that GENESIS MEDICAL MANAGEMENT, LLC did not employ any non-exempt hourly employees in the State of California during the class period, leading Plaintiff to file a Request for Dismissal of Defendant GENESIS MEDICAL MANAGEMENT, LLC on January 29, 2025, which was later granted by the Court on February 3, 2025.

2.4 On July 15, 2025, the Parties participated in a mediation presided over by The Honorable Howard Broadman (Ret.), which led to this Agreement to settle the Action, which each Party believes is fair, reasonable, and adequate. The Parties agree that this Agreement is for settlement purposes only and if, for any reason, the approval of the Settlement is denied with prejudice by the Court, this Agreement will be of no force or effect. In such event, nothing in this Agreement shall be used or construed by or against any party as a determination, admission, or concession of any issue of law or fact in the Action; and the Parties do not waive, and instead expressly reserve, their respective rights with respect to the prosecution and defense of this Action as if this Agreement never existed.

2.5 Prior to mediation, Plaintiff obtained, through informal discovery, the relevant policies, procedures, and data from Defendants. The Parties have conducted a thorough investigation into the facts of the Action and have informally exchanged extensive data and information, as well as pertinent documents, relating to the underlying alleged violations. Defendants also produced a random sample of the electronic time and payroll records for Aggrieved Employees. Based on the foregoing data and on their own independent investigation and evaluation, PAGA Counsel believes that the settlement with Defendants for the consideration and on the terms set forth in this Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and Aggrieved Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendants, and potential appellate issues.

2.6 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33%, which is currently estimated to be $50,000.00 (Fifty Thousand Dollars and Zero Cents), and PAGA Counsel Litigation Expenses Payment of not more than $15,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Plaintiff: An enhancement payment not to exceed $5,000.00 (Five Thousand Dollars and Zero Cents) to Plaintiff, subject to Court approval. This payment will be in addition to any Individual PAGA Payment the named Plaintiff is entitled to receive under this Agreement as an Aggrieved Employee. Defendants will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $5,000.00 (Five Thousand Dollars and Zero Cents) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $5,000.00 the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount will be paid as PAGA Penalties, 65% of which will be allocated to the LWDA PAGA Payment and 35% of which will be allocated to the Individual PAGA Payments to be paid to the PAGA Employees on a *pro rata* basis as noted below. Subject to the Court's approval, the current

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estimated Net Settlement Amount is $75,000.00, such that the LWDA PAGA Payment is estimated to be $48,750.00 and the Individual PAGA Payments are estimated to be $26,250.00.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate there were 190 Aggrieved Employees who worked a total of 4,116 PAGA Pay Periods through the date of mediation on July 15, 2025.

4.2 Aggrieved Employee Data. Within 15 days after the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. PAGA Counsel shall not receive a copy of the Aggrieved Employee Data or any content thereof. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. At least 30 days after the Effective Date, the Administrator will provide Defendants instructions for funding the Gross Settlement Amount by wire transfer and by check. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty-five (65) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Enhancement Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees and Litigation Expenses Payments shall not precede disbursement of Individual PAGA Payments. Additionally, the Administrator

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will send Aggrieved Employees a Notice of PAGA Action Settlement (attached hereto as Exhibit A) with their respective Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without an USPS forwarding address. 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, within ten (10) calendar days of the check void date, the Administrator shall transmit the funds represented by such checks to the Court Appointed Special Advocates of Kern County, in accordance with Code of Civil Procedure section 384(b) ("Cy Pres Recipient"). The Parties, PAGA Counsel, and Defense Counsel represent they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, the Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In exchange for a payment of Five Thousand Dollars ($5,000), Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, dependents, administrators, devisees, legatees, executors, trustees, conservators, guardians, personal representatives, successors, and assigns, whether individual, class, representative, legal, equitable, direct or indirect, or any other type of any capacity, shall and does hereby forever generally release, discharge, and agree to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, causes of action, suit, rights, demands, costs, losses, transactions, occurrences, or debts or expenses (including attorney fees and costs), known or unknown, at law or in equity which she may now have or may become aware of after the signing of this Agreement, including, but not limited to: (a) arising out of or in any way connected with Plaintiff's employment with Defendants, (b) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (c) all PAGA claims that were, or reasonably could have

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been, alleged based on facts contained in the Action, Plaintiff's PAGA Notice, or ascertained during the Action and released under **Error! Reference source not found.**, below, and (d) any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Agreement is fully executed ("Plaintiff's Release."). Without limiting the generality of the foregoing, this Plaintiff's Release shall include, but not be limited to, any and all claims under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement Income Securities Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress, negligent infliction of emotional distress, or damages under any other federal, state, or local statutes, ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences after signing this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff, being aware of California Civil Code section 1542, as well as any other statutes or common law principles of a similar effect, hereby forever expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> **"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 specifically acknowledges that she is aware of and familiar with the provisions of the above Civil Code section 1542. Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of all the claims referenced herein, but agree that, upon the funding of the entire Gross Settlement Amount, Plaintiff shall and hereby does fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity

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without regard to the subsequent discovery of existence of such different or additional facts, through the date on which this Agreement is fully executed.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA that Aggrieved Employees have had, now have, or may have in the future against Released Parties based on the facts alleged in the Operative Complaint and the PAGA Notice or reasonably could have been alleged therein, including, but not limited to Civil Penalties for (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay Hourly Wages and Overtime; (4) Failure to Provide Accurate Written Wage Statements; (5) Failure to Timely Pay All Final Wages; and (6) Failure to Indemnify (the "Released PAGA Claims"). The Released PAGA Claims shall expressly include a release for PAGA claims under California Labor Code Sections 201-204, 210, 212, 213, 223, 225.5, 226, 226.3, 226.7, 226.8, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699.5, 2802, 2926, 2927, and the applicable IWC Wage Orders.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff will prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a draft of the parties' Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion, and delivering the Court's Approval to the Administrator. Defense Counsel agrees to not oppose PAGA Counsel's application or motion for approval of the settlement so long as Defense Counsel has (2) calendar days to review the motion/application and proposed order, it is consistent with this Settlement Agreement.

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6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Parties are unable to resolve those differences, they will contact the mediator, The Honorable Howard Broadman (Ret.), and request a joint session to resolve their disputes. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. No material modification shall be made unless agreed to in writing by all Parties.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris 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.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendants estimate that, during the PAGA Period, through the date of mediation on July 15, 2025, there were 190 Aggrieved Employees who worked 4,116 pay periods. If the actual number of PAGA Pay Periods are more than 10.0% greater than this amount, Defendants may elect to (a) purchase the pay periods in excess of the 10% threshold on a pro rata basis (i.e., pay an additional $36.44 for each PAGA Pay Period over 4,528 during the PAGA Period), or (b) end the PAGA Period as of the date the 10% threshold is exhausted. Defendants shall notify PAGA Counsel of their election prior to the hearing on Plaintiff's application or motion for settlement approval. Aside from the terms set forth in this paragraph, under no circumstances will Defendants be required to pay any additional monies in order to receive the release of the claims as set forth herein.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement under

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CCP section 664.6 and as otherwise allowed by law to ensure the continuing implementation of the provisions of this settlement. solely for the purposes of (i) enforcing this Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment reflected as set forth in 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, and extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants defenses. 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).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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 any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. 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

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Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants 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.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Authority of Signatories. The respective signatories to the Agreement represent that they are fully authorized to enter into this Agreement and bind the respective Parties to its terms and conditions. Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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

10.11 Attorneys' Fees and Costs. Except as otherwise specifically provided for herein, each party shall bear her or its own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them or arising out of the Action and shall not seek reimbursement thereof from any other party in this Agreement. In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its reasonable attorneys' fees and costs. 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.

10.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.14 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.15 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.

10.16 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.

10.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff DESTINY VASSAR:

David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
Svetlana Hovhannisyan
l.hovhannisyan@d.law
D.LAW, INC.
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

To Defendants GENESIS HEALTHCARE MANAGEMENT, LLC, and ASPIRE COUNSELING SERVICES, LLC:

Vanessa Franco Chavez
vchavez@kleinlaw.com
Makala E. Reha
mreha@kleinlaw.com
KLEIN, DENATALE, GOLDNER,
COOPER, ROSENLIEB, & KIMBALL, LLP
10000 Stockdale Highway, Suite 200
Bakersfield, CA 93311

10.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between

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themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

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EXECUTED this 15.00 day of September 2025, at Los Angeles, California.

DocuSigned by:
Destiny Vassar
AAC5C335889E491...

Destiny Vassar
Plaintiff

EXECUTED this 14.00 day of September 2025, at Bakersfield, California.

DEFENDANT GENESIS HEALTHCARE MANAGEMENT, LLC

By: DocuSigned by:
Anand Manohara
AE81B9DF655748B...
Anand Manohara
COO

EXECUTED this 14.00 day of September 2025, at Bakersfield, California.

DEFENDANT ASPIRE COUNSELING SERVICES, LLC

By: DocuSigned by:
Anand Manohara
AE81B9DF655748B...
Anand Manohara
COO

APPROVED AS TO FORM:

D.LAW, INC.

By: ______________________ Dated: October 14, 2025

David Yeremian, Esq.
David Keledjian, Esq.
Svetlana Hovhannisyan, Esq.
Attorneys for Plaintiff, DESTINY VASSAR
and Aggrieved Employees

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KLEIN, DENATALE, GOLDNER, COOPER, ROSENLIEB, & KIMBALL, LLP

By: Makala E Reha Dated: Oct. 14, 2025

Vanessa Franco Chavez, Esq.
Makala E. Reha, Esq.
Attorneys for Defendants GENESIS HEALTHCARE MANAGEMENT, LLC, and ASPIRE COUNSELING SERVICES, LLC