

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release of all Claims ("Agreement") is made and entered into by and between Jayna Sylvester, "SYLVESTER," Point Quest Inc. ("PQI"), and Point Quest Pediatric Therapies, LLC ("PQPT") collectively referred to as the "Parties," for the purpose of settling any and all claims between them.

WHEREAS, SYLVESTER was employed by Point Quest, Inc from July 3, 2024 to November 5, 2024.

WHEREAS, on November 25, 2024, SYLVESTER (through prior counsel) filed a PAGA notice with the LWDA against PQI; and

WHEREAS, on December 12, 2024 SYLVESTER filed a PAGA notice against PQPT and, on December 27, 2024, SYLVESTER filed a putative Class Action Complaint against PQPT as CIVSB2435876 in San Bernardino County (the "Action"); and

WHEREAS, on April 8, 2025, SYLVESTER, through her current counsel, filed an "Amended" PAGA notice identifying PQI and PQPT collectively as "Employer" on behalf of herself and similarly situated current and former employees, alleging (1) unpaid overtime, (2) failure to pay employees for all hours worked, (3) failure to provide meal periods, (4) failure to provide rest periods, (5) unreimbursed business expenses, (6) failure to timely pay wages, and (7) non-compliant wage statements and failure to maintain records (the "Claims"); and

WHEREAS, on or about March 12, 2025, SYLVESTER filed her First Amended Complaint in the Action, adding a representative PAGA claim against PQPT,

WHEREAS, on or about June 6, 2025; PQPT filed a Petition to Compel Arbitration in response to the FAC, which is set for hearing August 12, 2025;

WHEREAS, PQI, without admitting liability or fault, and giving Plaintiff the benefit of all doubt that any apparently non-compliant meal periods were not voluntary on her part, issued payment to SYLVESTER, in two checks, for the total sum of \$3,874.66 inclusive of (a) \$91.57 in disputed wages owed for alleged non-compliant meal periods; (b) interest at 7% per annum from the last day of employment until paid; and (c) waiting time penalties in the amount of \$3,780 (the "Voluntary Cure Offer"); and

WHEREAS, PQPT and PQI each denies the Claims and denies any other wrongful or unlawful conduct, claim, damage, or liability of any kind with regard to the allegations in the PAGA notice, or in any other manner, and PQPT further denies that it ever employed SYLVESTER, and

WHEREAS, the Parties desire to avoid the expense and uncertainties associated with litigation and to resolve fully and finally any and all claims and disputes, whether known or unknown, which SYLVESTER may have against PQPT and PQI or their affiliates, as defined, from the beginning of time until the date of this Agreement, arising out of SYLVESTER'S alleged

employment with PQI. This Agreement is in good faith settlement of disputed claims and is being provided by PQI/PQPT as consideration for SYLVESTER entering into this Agreement. This includes the release of claims, notice to LWDA of this settlement, and waiver of rights provided for below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth below, SYLVESTER, PQI, and PQPT, and each of them, agree as follows:

1. Consideration. In consideration for the promises made in this Agreement:

a. SYLVESTER accepts the Voluntary Cure Offer already tendered to her by PQI, and her attorney shall release the checks to her forthwith; and

b. PQI agrees to pay the total sum of \$5,000.00 (which includes \$2,133.31 in costs up to and through June 11, 2025 and \$2,866.69 in attorney's fees) in connection with the Action (in addition to the amounts already tendered as the Voluntary Cure Offer) within ten (10) days after execution of this Agreement, on the condition that Plaintiff's Counsel has provided a current form W9. The check shall be made without deductions, payable to "Bradley/Grombacher LLP" and sent to 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

2. Dismissal; Notice to LWDA: Opt-Out; and Promise Not to Prosecute.

a. Within ten (10) days after receipt by her attorney of the foregoing settlement payment, SYLVESTER shall file (a) a Request for Dismissal with Prejudice of her individual claims and (b) a Request for Dismissal Without Prejudice of the putative class and PAGA claims. Other than the SYLVESTER represents and warrants that she does not presently have on file and further represents that she will not hereafter file, any action, suit, proceeding, investigation, complaint, claim, grievance or charge with any court, administrative agency, arbitrator or any other body or person, whether Federal, State, contractual or otherwise, arising out of or in any way connected with any of the claims released in this Agreement. Nothing in this Agreement shall be construed to prohibit SYLVESTER from filing a charge or assisting others in filing a charge with or participating in any investigation or proceeding conducted by the EEOC, the NLRB, or the CRD. Notwithstanding the foregoing, SYLVESTER agrees to waive her right to monetary damages or other relief in any charge, complaint, or lawsuit filed by SYLVESTER or by anyone else on SYLVESTER'S behalf, including in the *Michael* action.

b. Additionally, SYLVESTER agrees to provide notice to the LWDA that PQI and PQPT have satisfied her individual claim, and that she is no longer pursuing an individual claim, and that SYLVESTER's representative claims are being litigated in a prior-filed action.

c. If SYLVESTER receives a *Belaire* notice or Class Action Notice, she agrees to "opt out" of any *Belaire* process or class action that may be certified in any current or future lawsuit against PQI or PQPT, including, without limitation, the *Tara Michael v. Point Quest* matter now pending in Sacramento County Superior Court as Case No. 24CV016886 (the "*Michael* Action"); and

d. Other than the Action and the above-referenced PAGA notices, SYLVESTER represents and warrants that she does not presently have on file and further represents that she will not hereafter file, any action, suit, proceeding, investigation, complaint, claim, grievance or charge with any court, administrative agency, arbitrator or any other body or person, whether Federal, State, contractual or otherwise, arising out of or in any way connected with any of the claims released in this Agreement. Nothing in this Agreement shall be construed to prohibit SYLVESTER from filing a charge or assisting others in filing a charge with or participating in any investigation or proceeding conducted by the EEOC, the NLRB, or the CRD. Notwithstanding the foregoing, SYLVESTER agrees to waive her right to monetary damages or other relief in any charge, complaint, or lawsuit filed by SYLVESTER or by anyone else on SYLVESTER'S behalf, including in the *Michael* Action.

3. Release of All Claims Related to the Complaint. Except as set forth in this Agreement, in consideration of the foregoing promises, payments, and for other good and sufficient consideration, SYLVESTER, on her own behalf and any other person or entity claiming through her as her heir, beneficiary or assign, fully releases and discharges PQPT and PQI, and each of their respective present and former owners, partners, equity holders, predecessors, successors, subsidiaries, assigns, insurers, and affiliates including, without limitation, Point Quest Education, Inc., Point Quest Group, Inc., Avesi Partners, Point Quest Holdings, Point Quest Behavioral Health CA LLC, Point Quest Education CV, LLC, Point Quest Education EDH, LLC, Point Quest Education Lodi, LLC, Point Quest Education Sac, LLC, Point Quest Transportation & FFE Inc., and their present and former respective directors, officers, managers, trustees, employees and all other representatives, attorneys, and agents, whether in their individual or official capacities (hereinafter collectively referred to as the "Released Parties"), from any and all liability, claims, agreements, contracts, obligations, debts, damages, and demands, of whatever kind or nature in law, equity or otherwise, whether or not known or unknown, asserted or unasserted, heretofore do or may exist, in any way arising out of, connected with or related in any way to the Claims alleged in the Complaint (with respect to alleged non-compliance with Labor Code and/or IWC Wage Orders with respect to timely payment of wages for all hours of work at the appropriate rate, or for alleged non-complaint meals or rest breaks, unpaid overtime, minimum wage violations, or failure to reimburse Plaintiff's travel, cell phone, uniform, or other business expenses, wage statements, or maintenance of Plaintiffs' records), and further waives and releases the right to pursue such claims, including, but not limited to, claims, demands or actions relating thereto, arising under PQPT's or PQI's policies and procedures, whether formal or informal; the California Labor Code, the federal Fair Labor Standards Act, the California Business & Professions Code, and any other federal, state or local statute, ordinance or regulation related to the Claims, including any entitlement for prevailing party attorney's fees or costs. This Agreement does not affect any claims that cannot be released by law. Where not permitted by law, nothing in this Agreement is intended to waive claims for: (i) workers' compensation claims, (ii) unemployment insurance benefits, (iii) Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits, (iv) any right to indemnification pursuant to California Labor Code section 2800 or 2802; (v) for vested rights under ERISA-covered employee benefit plans as applicable on the date SYLVESTER signs this Agreement, or (vi) claims which cannot be released by private agreement; or (vii) the representative class and PAGA claims asserted on behalf of other employees of Defendant(s) which SYLVESTER does not purport to waive or release.

This Agreement does not prohibit SYLVESTER from participating in an U.S. Equal Employment Opportunity Commission ("EEOC"), California Civil Rights Department ("CRD"), National Labor Relations Board ("NLRB"), or other federal, state, or local administrative agency investigation or proceeding. However, to the fullest extent permitted by law, SYLVESTER agrees to waive any right to reinstatement, monetary damages or other personal relief or recovery should any claim be pursued with the EEOC, CRD, or other administrative agency on her behalf arising out of or related to her employment with and/or separation from PQI or alleged employment with PQPT. SYLVESTER agrees that the Settlement Sums previously paid to her and provided hereunder are intended to settle all potential claims that could be brought on SYLVESTER'S behalf. Accordingly, SYLVESTER agrees, to the fullest extent allowed by law, to waive any right to monetary or other individual recovery should any claim be pursued with the administrative agency on her behalf arising out of or related to SYLVESTER'S alleged employment with and/or separation from PQI or PQPT, including claims brought on SYLVESTER'S behalf by a governmental agency (except where prohibited by law), or by another individual as a collective, class, or Private Attorney General Act ("PAGA") Action, whether such action is or was initiated prior to or after execution of this Agreement.

4. Acknowledgment of Payment for Undisputed Wages. SYLVESTER acknowledges previous receipt of all wages and benefits concededly due from PQI. SYLVESTER also acknowledges receipt of the payment of \$3,874.66 and agrees that this amount satisfies any and all disputed claims she may have against PQPT and PQI, and that PQPT and PQI have no further obligation to make any payments or bestow any benefits on SYLVESTER with respect to the matters released herein upon receipt by SYLVESTER'S counsel and SYLVESTER of the aforementioned Settlement Sum. By signing this Agreement, SYLVESTER hereby represents, warrants, acknowledges, and agrees that she was never employed by Point Quest Pediatric Therapies LLC, but rather by Point Quest Inc., a separate legal entity. SYLVESTER further acknowledges and agrees that California Labor Code § 206.5 is not applicable. That section provides in pertinent part as follows:

An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.

5. Representations. Each signatory hereto warrants that he/she/they/it are legally competent and/or authorized to execute this Agreement. The Parties hereby acknowledge that they have been afforded the opportunity to be advised by legal counsel of their choice regarding the terms of this Agreement, prior to execution and delivery of this Agreement, including the release of all claims and waiver of rights, and they have in fact done so. SYLVESTER acknowledges that she has been specifically advised by counsel of the consequences of the General Release she has signed.

6. No Admissions. This Agreement shall not be admissible in any proceeding as evidence of improper action by any Party. PQPT and PQI denies that there is any basis for SYLVESTER'S actual or threatened claims. No Party admits any wrongdoing, fault or liability of any kind.

7. Attorneys' Fees and Costs. In the event that any Party to this Agreement asserts a claim for breach of this Agreement or seeks to enforce its terms, the prevailing Party in any such

proceeding shall be entitled to recover costs and reasonable attorneys' fees. Each party to this Agreement shall otherwise bear their own attorneys' fees and costs.

8. Waiver. No provision of this Agreement may be waived unless in writing and signed by all the Parties to this Agreement. Waiver of any one provision shall not constitute waiver of any other provision.

9. Ownership of Claims. SYLVESTER represents and warrants that she is the sole and lawful owner of all rights, title, and interest in and to all released matters, claims and demands referred to herein. SYLVESTER further represents and warrants that there has been no assignment or other transfer of any interest in any such matters, claims or demands which SYLVESTER may have against PQPT or PQI.

10. Successors and Assigns. It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties' representatives, heirs, executors, administrators, successors and assigns.

11. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, without regard to any conflicts-of-law principles that would require the application of any other law.

12. Modification or Amendment. This Agreement or any of its provisions may be modified or amended only by written agreement of all the Parties to this Agreement, signed by all of the Parties hereto.

13. Knowledge, Capacity and Authority. SYLVESTER represents and warrants that they have had the opportunity to have counsel explain the contents of this Agreement to them and they understand and agree that they may be waiving significant legal rights by signing this Agreement. SYLVESTER represents that she understands the contents of this Agreement and that she executed it knowingly and voluntarily and understands that after executing it she cannot proceed against any Released Party on account of the matters referred to herein. SYLVESTER represents and warrants that she has the authority and capacity to execute this Agreement.

14. Execution and Delivery. This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. For purposes of this section, an executed facsimile, PDF or electronically signed copy of the Agreement (complying with the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) may be "delivered" by one Party to the other.

15. Electronic Signing. The Parties agree where practicable to use Form Stack or other electronic signature technology to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7. Electronic signatures shall be deemed originals.

16. Cooperation. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this

Agreement, with each Party to bear their own attorneys' fees and costs except as expressly set forth herein.

17. Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing PQPT, but SYLVESTER and their counsel have participated in the negotiation of its terms. SYLVESTER acknowledges they had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

18. Severability. In case any one or more of the provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Further, any provision found to be invalid, illegal or unenforceable shall be deemed, without further action on the part of the Parties hereto, to be modified, amended and/or limited to the minimum extent necessary to render such clauses and/or provisions valid and enforceable.

19. Jurisdiction. The Parties agree that the Sacramento County Superior Court will have sole and exclusive jurisdiction in the event of a dispute regarding this Agreement or an action to enforce or interpret it.

20. Entire Agreement. This Agreement incorporates the entire understanding between the Parties and recites the whole consideration for the promises exchanged herein. It fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be amended or modified in any respect whatsoever except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement has been orally amended or modified.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

PLEASE READ CAREFULLY.
**THIS AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS,
KNOWN AND UNKNOWN.**

Jayna Sylvester

Dated: 6/25/2025 _____

 _____

For Point Quest Pediatric Therapies, LLC:

Dated: _____

Signed: _____

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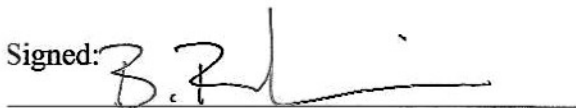
Dated: 6/25/2025



For Point Quest Pediatric Therapies, LLC:

Dated: 6-27-25

Signed:



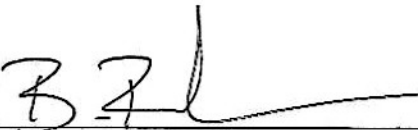
Title:

CFO

For Point Quest, Inc.

Dated: 6.27.25

Signed:



Title:

CFO