This Supplemental Settlement Agreement and Release (the "Supplemental Agreement") is entered into by and between (a) YOLANDA SANTIAGO, individually, together with her heirs, agents, legal representatives, successors, and assigns (hereafter referred to as "Santiago") and (b) Senior Care Residences Sapphire Lakes at Naples, LLC, together with its predecessors, successors, affiliates, subsidiaries, parent companies, partners, members, shareholders, current and past employees, servants, insurers, agents, professional employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Santiago ("Senior Care") and Concierge Senior Living, LLC, together with its predecessors, successors, affiliates, subsidiaries, parent companies, partners, members, shareholders, current and past employees, servants, insurers, agents, professional employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Santiago ("Concierge Senior Living, LLC, together with its predecessors, successors, affiliates, subsidiaries, parent companies, partners, members, shareholders, current and past employees, servants, insurers, agents, professional employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Santiago ("Concierge") (Senior Care and Concierge are hereafter collectively referred to as "Pineapple House").

1. <u>Purpose:</u> This Supplemental Agreement supplements and incorporates the Collective Action Settlement Agreement and Release of Claims (the "Collective Action Settlement Agreement") to be executed by the parties and filed with the Court. The purpose of this Supplemental Agreement is to conclusively resolve and settle all claims that Santiago has or could have against Pineapple House, including those which arise out of facts or circumstances occurring in whole or in part on or before the effective date of this Supplemental Agreement, whether facts regarding any such claims are presently known or unknown, and regardless of whether same may be claimed to exist under current or future laws or interpretation of law. This Supplemental Agreement is not enforceable unless and until it is fully executed by all parties, and both this Supplemental Agreement and the Collective Action Settlement Agreement are approved by the Court as set forth in the Collective Action Settlement Agreement.

2. Opportunity to Negotiate, Consider and Consult with Counsel: The terms of this Supplemental Agreement are the product of negotiations between the parties hereto, and the parties stipulate that the consideration given to support the obligations of this Supplemental Agreement is the full consideration agreed to, and that neither has received any other promises, inducements, or concessions in support of the duties imposed. In executing this Supplemental Agreement Agreement, Santiago has not relied on any representation, compromise, conduct or action made by or on behalf of Pineapple House or Pineapple House's attorneys. Santiago acknowledges that she has obtained the advice of competent counsel and agrees that she has been given a reasonable period of time within which to consider this Supplemental Agreement. Santiago and Pineapple House confirm that they had this Supplemental Agreement explained to them by their attorneys, they are relying on their own judgment and on the advice of their respective attorneys, and each confirms their competence to understand and does hereby accept the terms and conditions of the Supplemental Agreement.

4. <u>Consideration</u>: The consideration given by Pineapple House to Santiago under this Supplemental Agreement consists of payment by Senior Care to Santiago of Five Hundred Dollars and Zero Cents (\$500.00). The timing of this payment shall be made as set forth in the Collective Action Settlement Agreement and shall be treated as non-wage compensatory restitution and compensation for Santiago's efforts and service to the Class Members identified in the Collective Action Settlement Agreement Agreement and in exchange for her general release herein. Santiago will be issued an IRS Form 1099 in relation to this payment. The consideration given by Santiago to Pineapple House in support of this Supplemental Agreement consists of full performance of each and every one of the respective obligations described in this document, all of which are expressly made material.

Release of Senior Care and Concierge: For and in consideration of the required acts 5. and promises set forth in the text of this Supplemental Agreement, Santiago hereby knowingly and voluntarily releases and discharges Senior Care and Concierge from any and all claims, demands, causes of action, complaints or charges, known or unknown, of any kind or character, in tort, in contract, or under any other law or statute whatsoever, which Santiago has or might have as a result of, or in any way connected with her employment/alleged employment or separation of employment with Senior Care and Concierge, including but not limited to claims under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, the Americans With Disabilities Act, the Employee Retirement Income Security Act, as amended, The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Family and Medical Leave Act, the Pregnancy Discrimination Act, the Equal Pay Act of 1973, the Rehabilitation Act of 1973, the Occupational Safety and Health Act, the Immigration Reform and Control Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Genetic Information Nondiscrimination Act, the Labor Management Relations Act, 29 U.S.C. § 141, et seq., the False Claims Act, 31 U.S.C. §§ 3729-3733 (including the qui tam provisions), the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., the Consumer Credit Protection Act, 15 U.S.C. § 1674, et seq., the Sarbanes-Oxley Act, 15 U.S.C. § 7201, et seq., the Dodd-Frank Act, the Employee Polygraph Protection Act, 29 U.S.C. § 2001, et seq, the Families First Coronavirus Response Act, the Florida Civil Rights Act of 1992, as amended, the Florida Whistleblower Act, Florida Statutes Section 440.205, the Florida Minimum Wage Act, and all other local, state or federal laws including but not limited to these relating to discrimination, denial or termination of any health benefit or benefits of any other kind, or any claims of breach or violation of public policy, any claims arising under the Federal or any state constitution, wrongful or constructive discharge, retaliatory discharge, breach of contract, wage claims, including but not limited to claims for unpaid wages, bonuses, severance, vacation and overtime, promissory estoppel, fraud, fraudulent misrepresentation or concealment, retaliation, breach of the covenant of good faith

and fair dealing, intentional and/or negligent infliction of emotional distress, outrageous conduct, interference with prospective business advantage, negligence, negligent misrepresentation or concealment, wrongful or bad faith termination, defamation and other business or personal injury, or any other claims or rights to damages, whether contractual, liquidated, compensatory, exemplary, or punitive, or rights to or claims for injunctive or equitable relief, or rights to or claims for expenses, costs, fees, attorneys' fees, and all losses of any kind whatsoever, which Santiago has or might have by virtue of any fact(s), act(s) or event(s) occurring prior to the effective date of this Supplemental Agreement.

6. <u>Withdrawal of Any Claims/Charges:</u> Santiago agrees (A) that any claims she has or might have pertaining to Pineapple House's employment practices arising under any municipal, state, or federal law are completely settled; and (B) that other than the Litigation in which the Collective Settlement Agreement is submitted for Approval, she will withdraw any pending complaints, charges, claims, or causes of action that may have been filed against Pineapple House with any municipal, state, or federal government agency or court. Nothing in this Supplemental Agreement is intended to, or shall, interfere with Santiago's rights under federal, state, or local civil rights or employment discrimination laws to file or otherwise institute a charge of discrimination, to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, or to cooperate with any such agency in its investigation, none of which shall constitute a breach of this Agreement. Santiago shall not, however, be entitled to any relief, recovery, or monies in connection with any such action or investigation brought against Pineapple House, regardless of who filed or initiated any such complaint, charge, or proceeding.

7. <u>No Re-Employment:</u> Santiago expressly waives and disclaims any right to reinstatement or reemployment with Pineapple House, and agrees never to seek employment with Pineapple House at any time in the future. Santiago agrees and acknowledges that her signature on this Supplemental Agreement is grounds for immediate rejection of any application for employment submitted by him.

8. <u>Attorneys' Fees:</u> Santiago shall be liable to Pineapple House for any attorneys' fees, expert witness fees, and costs of court incurred by Pineapple House, in the event that she files suit or brings any other legal proceedings against Pineapple House on any claim that is released hereunder.

9. <u>Non-Disparagement:</u> Santiago agrees that she will not in any way disparage, defame, libel, slander, place in a negative light, or in any other way harm or attempt to harm the reputation, goodwill or commercial interest of Pineapple House to any persons, including but not limited to current or former customers and employees, or members of the media.

12. <u>Effect of Waiver:</u> The waiver by any party hereto of a breach of any provision of this Supplemental Agreement shall not operate or be construed as a waiver of any subsequent breach of any party, nor shall any waiver operate or be construed as a rescission of this Supplemental Agreement. No breach of this Supplemental Agreement shall permit the non-breaching party, as found by a court of competent jurisdiction, to repudiate this Supplemental Agreement or refuse or fail to perform any obligation required hereunder.

13. <u>**Governing Law:**</u> The laws of the State of Florida shall govern the validity, construction, and enforcement of this Supplemental Agreement.

14. <u>Ownership of Claims</u>: Santiago represents and warrants that she has not sold, assigned, transferred, conveyed or otherwise disposed of to any third party, by operation of law or otherwise, any action, cause of action, debt, obligation, contract, agreement, covenant, guarantee, judgment, damage, claim, counterclaim, liability, or demand of any nature whatsoever, relating to any matter covered by this Supplemental Agreement.

15. <u>Multiple Originals:</u> This Supplemental Agreement is executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

16. <u>Tax Indemnity:</u> Pineapple House makes no representations regarding the taxability of any payments made under this Supplemental Agreement. Santiago acknowledges and understands that Pineapple House has no responsibility for any tax payments. Santiago accepts sole responsibility for all tax payments due as a result of this Supplemental Agreement. Santiago agrees to indemnify Pineapple House for any tax payments that the Internal Revenue Service or any other local, state or federal taxing agency determines to be due and owing by Santiago as a result of any payment made pursuant to the terms of this Supplemental Agreement.

DATE: March³⁰, 2022

Signature:

Yolanda Santiago

12 pml DATE: March <u>4</u>, 2022

Signature:

By: MICHAGE WERDEN the many menti on behalf of Senior Care Residences Sapphire Lakes at Naples, LLC

DATE: March <u>5</u>, 2022

Signature: ____

to ho ha

By : <u>CEO</u> on behalf of Concierge Senior Living, LLC

This Supplemental Settlement Agreement and Release (the "Supplemental Agreement") is entered into by and between (a) DENISSE CALDERON, individually, together with her heirs, agents, legal representatives, successors, and assigns (hereafter referred to as "Calderon") and (b) Senior Care Residences Sapphire Lakes at Naples, LLC, together with its predecessors, successors, affiliates, subsidiaries, parent companies, partners, members, shareholders, current and past employees, servants, insurers, agents, professional employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Calderon ("Senior Care") and Concierge Senior Living, LLC, together with its predecessors, successors, affiliates, subsidiaries, parent companies, partners, members, shareholders, current and past employees, servants, insurers, agents, professional employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Calderon ("Senior Care") and Concierge Senior Living, LLC, together with its predecessors, successors, affiliates, subsidiaries, parent companies, partners, members, shareholders, current and past employees, servants, insurers, agents, professional employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Calderon ("Concierge") (Senior Care and Concierge are hereafter collectively referred to as "Pineapple House").

1. <u>Purpose:</u> This Supplemental Agreement supplements and incorporates the Collective Action Settlement Agreement and Release of Claims (the "Collective Action Settlement Agreement") to be executed by the parties and filed with the Court. The purpose of this Supplemental Agreement is to conclusively resolve and settle **all** claims that Calderon has or could have against Pineapple House, including those which arise out of facts or circumstances occurring in whole or in part on or before the effective date of this Supplemental Agreement, whether facts regarding any such claims are presently known or unknown, and regardless of whether same may be claimed to exist under current or future laws or interpretation of law. This Supplemental Agreement is not enforceable unless and until it is fully executed by all parties, and both this Supplemental Agreement and the Collective Action Settlement Agreement are approved by the Court as set forth in the Collective Action Settlement Agreement.

2. Opportunity to Negotiate, Consider and Consult with Counsel: The terms of this Supplemental Agreement are the product of negotiations between the parties hereto, and the parties stipulate that the consideration given to support the obligations of this Supplemental Agreement is the full consideration agreed to, and that neither has received any other promises, inducements, or concessions in support of the duties imposed. In executing this Supplemental Agreement, Calderon has not relied on any representation, compromise, conduct or action made by or on behalf of Pineapple House or Pineapple House's attorneys. Calderon acknowledges that she has obtained the advice of competent counsel and agrees that she has been given a reasonable period of time within which to consider this Supplemental Agreement. Calderon and Pineapple House confirm that they had this Supplemental Agreement explained to them by their attorneys, they are relying on their own judgment and on the advice of their respective attorneys, and each confirms their competence to understand and does hereby accept the terms and conditions of the Supplemental Agreement.

4. <u>Consideration</u>: The consideration given by Pineapple House to Calderon under this Supplemental Agreement consists of payment by Senior Care to Calderon of Two Hundred and Fifty Dollars and Zero Cents (\$250.00). The timing of this payment shall be made as set forth in the Collective Action Settlement Agreement and shall be treated as non-wage compensatory restitution and compensation for Calderon's efforts and service to the Class Members identified in the Collective Action Settlement Agreement Agreement and in exchange for her general release herein. Calderon will be issued an IRS Form 1099 in relation to this payment. The consideration given by Calderon to Pineapple House in support of this Supplemental Agreement consists of full performance of each and every one of the respective obligations described in this document, all of which are expressly made material.

5. Release of Senior Care and Concierge: For and in consideration of the required acts and promises set forth in the text of this Supplemental Agreement, Calderon hereby knowingly and voluntarily releases and discharges Senior Care and Concierge from any and all claims, demands, causes of action, complaints or charges, known or unknown, of any kind or character, in tort, in contract, or under any other law or statute whatsoever, which Calderon has or might have as a result of, or in any way connected with her employment/alleged employment or separation of employment with Senior Care and Concierge, including but not limited to claims under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, the Americans With Disabilities Act, the Employee Retirement Income Security Act, as amended, The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Family and Medical Leave Act, the Pregnancy Discrimination Act, the Equal Pay Act of 1973, the Rehabilitation Act of 1973, the Occupational Safety and Health Act, the Immigration Reform and Control Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Genetic Information Nondiscrimination Act, the Labor Management Relations Act, 29 U.S.C. § 141, et seq., the False Claims Act, 31 U.S.C. §§ 3729-3733 (including the qui tam provisions), the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., the Consumer Credit Protection Act, 15 U.S.C. § 1674, et seq., the Sarbanes-Oxley Act, 15 U.S.C. § 7201, et seq., the Dodd-Frank Act, the Employee Polygraph Protection Act, 29 U.S.C. § 2001, et seq, the Families First Coronavirus Response Act, the Florida Civil Rights Act of 1992, as amended, the Florida Whistleblower Act, Florida Statutes Section 440.205, the Florida Minimum Wage Act, and all other local, state or federal laws including but not limited to these relating to discrimination, denial or termination of any health benefit or benefits of any other kind, or any claims of breach or violation of public policy, any claims arising under the Federal or any state constitution, wrongful or constructive discharge, retaliatory discharge, breach of contract, wage claims, including but not limited to claims for unpaid wages, bonuses,

severance, vacation and overtime, promissory estoppel, fraud, fraudulent misrepresentation or concealment, retaliation, breach of the covenant of good faith and fair dealing, intentional and/or negligent infliction of emotional distress, outrageous conduct, interference with prospective business advantage, negligence, negligent misrepresentation or concealment, wrongful or bad faith termination, defamation and other business or personal injury, or any other claims or rights to damages, whether contractual, liquidated, compensatory, exemplary, or punitive, or rights to or claims for injunctive or equitable relief, or rights to or claims for expenses, costs, fees, attorneys' fees, and all losses of any kind whatsoever, which Calderon has or might have by virtue of any fact(s), act(s) or event(s) occurring prior to the effective date of this Supplemental Agreement.

6. <u>Withdrawal of Any Claims/Charges:</u> Calderon agrees (A) that any claims she has or might have pertaining to Pineapple House's employment practices arising under any municipal, state, or federal law are completely settled; and (B) that other than the Litigation in which the Collective Settlement Agreement is submitted for Approval, she will withdraw any pending complaints, charges, claims, or causes of action that may have been filed against Pineapple House with any municipal, state, or federal government agency or court. Nothing in this Supplemental Agreement is intended to, or shall, interfere with Calderon's rights under federal, state, or local civil rights or employment discrimination laws to file or otherwise institute a charge of discrimination, to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, or to cooperate with any such agency in its investigation, none of which shall constitute a breach of this Agreement. Calderon shall not, however, be entitled to any relief, recovery, or monies in connection with any such action or investigation brought against Pineapple House, regardless of who filed or initiated any such complaint, charge, or proceeding.

7. <u>No Re-Employment:</u> Calderon expressly waives and disclaims any right to reinstatement or reemployment with Pineapple House, and agrees never to seek employment with Pineapple House at any time in the future. Calderon agrees and acknowledges that her signature on this Supplemental Agreement is grounds for immediate rejection of any application for employment submitted by him.

8. <u>Attorneys' Fees:</u> Calderon shall be liable to Pineapple House for any attorneys' fees, expert witness fees, and costs of court incurred by Pineapple House, in the event that she files suit or brings any other legal proceedings against Pineapple House on any claim that is released hereunder.

9. <u>Non-Disparagement:</u> Calderon agrees that she will not in any way disparage, defame, libel, slander, place in a negative light, or in any other way harm or attempt to harm the reputation, goodwill or commercial interest of Pineapple House to any persons, including but not limited to current or former customers and employees, or members of the media.

12. <u>Effect of Waiver:</u> The waiver by any party hereto of a breach of any provision of this Supplemental Agreement shall not operate or be construed as a waiver of any subsequent breach of any party, nor shall any waiver operate or be construed as a rescission of this Supplemental Agreement. No breach of this Supplemental Agreement shall permit the non-breaching party, as found by a court of competent jurisdiction, to repudiate this Supplemental Agreement or refuse or fail to perform any obligation required hereunder.

13. <u>**Governing Law:**</u> The laws of the State of Florida shall govern the validity, construction, and enforcement of this Supplemental Agreement.

14. <u>Ownership of Claims</u>: Calderon represents and warrants that she has not sold, assigned, transferred, conveyed or otherwise disposed of to any third party, by operation of law or otherwise, any action, cause of action, debt, obligation, contract, agreement, covenant, guarantee, judgment, damage, claim, counterclaim, liability, or demand of any nature whatsoever, relating to any matter covered by this Supplemental Agreement.

15. <u>Multiple Originals:</u> This Supplemental Agreement is executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

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17. <u>Opportunity to Consider:</u> Calderon is hereby advised and encouraged to consult with an attorney before signing this Supplemental Agreement. Calderon has twenty-one (21) days from the date she receives this Supplemental Agreement in which to consider and accept this Supplemental Agreement by signing and returning this Supplemental Agreement to Steven A. Siegel, Esquire, Fisher & Phillips, LLP, 450 East Las Olas Boulevard, Suite 800, Fort

Lauderdale, Florida 33301. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Supplemental Agreement, Calderon agrees that this Supplemental Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against one party in favor of the other.

18. <u>Revocation Period</u>: All parties acknowledge that this Supplemental Agreement will not become effective or enforceable until seven (7) days from the date that Calderon signs this Supplemental Agreement. During that seven (7) day period, Calderon may revoke this Supplemental Agreement. If Calderon does not advise Steven A. Siegel, Esquire, Fisher & Phillips, LLP, 450 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301, in writing within such seven (7) day period of an intent to revoke this Supplemental Agreement, this Supplemental Agreement will become effective and enforceable upon expiration of the seven (7) days.

DATE: April ¹ , 2022	Signature: Denisse Calderon
DATE: April <u>4</u> , 2022	Signature: By: <u>MIC(+ MEL ME MEn Alimanan</u> mended on behalf of Senior Care Residences Sapphire Lakes at Naples, LLC
DATE: April_5_, 2022	Signature:By :EO on behalf of Concierge Senior Living, LLC

This Supplemental Settlement Agreement and Release (the "Supplemental Agreement") is entered into by and between (a) MARCHA AUGUSTE, individually, together with her heirs, agents, legal representatives, successors, and assigns (hereafter referred to as "Auguste") and (b) Senior Care Residences Sapphire Lakes at Naples, LLC, together with its predecessors, successors, affiliates, subsidiaries, parent companies, partners, members, shareholders, current and past employees, servants, insurers, agents, professional employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Auguste ("Senior Care") and Concierge Senior Living, LLC, together with its predecessors, successors, affiliates, subsidiaries, parent companies, partners, members, shareholders, current and past employees, servants, insurers, agents, professional employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Auguste ("Concierge Senior Living, LLC, together with its predecessors, successors, affiliates, subsidiaries, parent companies, partners, members, shareholders, current and past employees, servants, insurers, agents, professional employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Auguste ("Concierge") (Senior Care and Concierge are hereafter collectively referred to as "Pineapple House").

1. <u>Purpose:</u> This Supplemental Agreement supplements and incorporates the Collective Action Settlement Agreement and Release of Claims (the "Collective Action Settlement Agreement") to be executed by the parties and filed with the Court. The purpose of this Supplemental Agreement is to conclusively resolve and settle **all** claims that Auguste has or could have against Pineapple House, including those which arise out of facts or circumstances occurring in whole or in part on or before the effective date of this Supplemental Agreement, whether facts regarding any such claims are presently known or unknown, and regardless of whether same may be claimed to exist under current or future laws or interpretation of law. This Supplemental Agreement is not enforceable unless and until it is fully executed by all parties, and both this Supplemental Agreement and the Collective Action Settlement Agreement are approved by the Court as set forth in the Collective Action Settlement Agreement.

2. Opportunity to Negotiate, Consider and Consult with Counsel: The terms of this Supplemental Agreement are the product of negotiations between the parties hereto, and the parties stipulate that the consideration given to support the obligations of this Supplemental Agreement is the full consideration agreed to, and that neither has received any other promises, inducements, or concessions in support of the duties imposed. In executing this Supplemental Agreement Agreement, Auguste has not relied on any representation, compromise, conduct or action made by or on behalf of Pineapple House or Pineapple House's attorneys. Auguste acknowledges that she has obtained the advice of competent counsel and agrees that she has been given a reasonable period of time within which to consider this Supplemental Agreement. Auguste and Pineapple House confirm that they had this Supplemental Agreement explained to them by their attorneys, they are relying on their own judgment and on the advice of their respective attorneys, and each confirms their competence to understand and does hereby accept the terms and conditions of the Supplemental Agreement.

4. <u>Consideration</u>: The consideration given by Pineapple House to Auguste under this Supplemental Agreement consists of payment by Senior Care to Auguste of Two Hundred and Fifty Dollars and Zero Cents (\$250.00). The timing of this payment shall be made as set forth in the Collective Action Settlement Agreement and shall be treated as non-wage compensatory restitution and compensation for Auguste's efforts and service to the Class Members identified in the Collective Action Settlement Agreement and in exchange for her general release herein. Auguste will be issued an IRS Form 1099 in relation to this payment. The consideration given by Auguste to Pineapple House in support of this Supplemental Agreement consists of full performance of each and every one of the respective obligations described in this document, all of which are expressly made material.

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and fair dealing, intentional and/or negligent infliction of emotional distress, outrageous conduct, interference with prospective business advantage, negligence, negligent misrepresentation or concealment, wrongful or bad faith termination, defamation and other business or personal injury, or any other claims or rights to damages, whether contractual, liquidated, compensatory, exemplary, or punitive, or rights to or claims for injunctive or equitable relief, or rights to or claims for expenses, costs, fees, attorneys' fees, and all losses of any kind whatsoever, which Auguste has or might have by virtue of any fact(s), act(s) or event(s) occurring prior to the effective date of this Supplemental Agreement.

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7. <u>No Re-Employment:</u> Auguste expressly waives and disclaims any right to reinstatement or reemployment with Pineapple House, and agrees never to seek employment with Pineapple House at any time in the future. Auguste agrees and acknowledges that her signature on this Supplemental Agreement is grounds for immediate rejection of any application for employment submitted by him.

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DATE: March³⁰, 2022

Signature:

Marcha Auguste

DATE: March 4, 2022

Signature: Fic **By** : KEPPEN

on behalf of Senior Care Residences Sapphire Lakes at Naples, LLC

DATE: March 5, 2022

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Signature:

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By : <u>CEO</u> on behalf of Concierge Senior Living, LLC

This Supplemental Settlement Agreement and Release (the "Supplemental Agreement") is entered into by and between (a) NORA TERESIAS, individually, together with her heirs, agents, legal representatives, successors, and assigns (hereafter referred to as "Teresias") and (b) Senior Care Residences Sapphire Lakes at Naples, LLC, together with its predecessors, successors, affiliates, subsidiaries, parent companies, partners, members, shareholders, current and past employees, servants, insurers, agents, professional employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Teresias ("Senior Care") and Concierge Senior Living, LLC, together with its predecessors, successors, affiliates, subsidiaries, parent companies, partners, members, shareholders, current and past employees, servants, insurers, agents, professional employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Teresias ("Senior Care") (Senior Care and employer organizations, business partners, legal representatives and any other person or entity who may have allegedly jointly employed Teresias ("Concierge") (Senior Care and Concierge are hereafter collectively referred to as "Pineapple House").

1. <u>Purpose:</u> This Supplemental Agreement supplements and incorporates the Collective Action Settlement Agreement and Release of Claims (the "Collective Action Settlement Agreement") to be executed by the parties and filed with the Court. The purpose of this Supplemental Agreement is to conclusively resolve and settle **all** claims that Teresias has or could have against Pineapple House, including those which arise out of facts or circumstances occurring in whole or in part on or before the effective date of this Supplemental Agreement, whether facts regarding any such claims are presently known or unknown, and regardless of whether same may be claimed to exist under current or future laws or interpretation of law. This Supplemental Agreement is not enforceable unless and until it is fully executed by all parties, and both this Supplemental Agreement and the Collective Action Settlement Agreement are approved by the Court as set forth in the Collective Action Settlement Agreement.

2. Opportunity to Negotiate, Consider and Consult with Counsel: The terms of this Supplemental Agreement are the product of negotiations between the parties hereto, and the parties stipulate that the consideration given to support the obligations of this Supplemental Agreement is the full consideration agreed to, and that neither has received any other promises, inducements, or concessions in support of the duties imposed. In executing this Supplemental Agreement, Teresias has not relied on any representation, compromise, conduct or action made by or on behalf of Pineapple House or Pineapple House's attorneys. Teresias acknowledges that she has obtained the advice of competent counsel and agrees that she has been given a reasonable period of time within which to consider this Supplemental Agreement. Teresias and Pineapple House confirm that they had this Supplemental Agreement explained to them by their attorneys, they are relying on their own judgment and on the advice of their respective attorneys, and each confirms their competence to understand and does hereby accept the terms and conditions of the Supplemental Agreement.

4. <u>Consideration</u>: The consideration given by Pineapple House to Teresias under this Supplemental Agreement consists of payment by Senior Care to Teresias of Two Hundred and Fifty Dollars and Zero Cents (\$250.00). The timing of this payment shall be made as set forth in the Collective Action Settlement Agreement and shall be treated as non-wage compensatory restitution and compensation for Teresias's efforts and service to the Class Members identified in the Collective Action Settlement Agreement Agreement and in exchange for her general release herein. Teresias will be issued an IRS Form 1099 in relation to this payment. The consideration given by Teresias to Pineapple House in support of this Supplemental Agreement consists of full performance of each and every one of the respective obligations described in this document, all of which are expressly made material.

Release of Senior Care and Concierge: For and in consideration of the required acts 5. and promises set forth in the text of this Supplemental Agreement, Teresias hereby knowingly and voluntarily releases and discharges Senior Care and Concierge from any and all claims, demands, causes of action, complaints or charges, known or unknown, of any kind or character, in tort, in contract, or under any other law or statute whatsoever, which Teresias has or might have as a result of, or in any way connected with her employment/alleged employment or separation of employment with Senior Care and Concierge, including but not limited to claims under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, the Americans With Disabilities Act, the Employee Retirement Income Security Act, as amended, The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Family and Medical Leave Act, the Pregnancy Discrimination Act, the Equal Pay Act of 1973, the Rehabilitation Act of 1973, the Occupational Safety and Health Act, the Immigration Reform and Control Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Civil Rights Act of 1991, 42 U.S.C. § 1981, the Genetic Information Nondiscrimination Act, the Labor Management Relations Act, 29 U.S.C. § 141, et seq., the False Claims Act, 31 U.S.C. §§ 3729-3733 (including the qui tam provisions), the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., the Consumer Credit Protection Act, 15 U.S.C. § 1674, et seq., the Sarbanes-Oxley Act, 15 U.S.C. § 7201, et seq., the Dodd-Frank Act, the Employee Polygraph Protection Act, 29 U.S.C. § 2001, et seq, the Families First Coronavirus Response Act, the Florida Civil Rights Act of 1992, as amended, the Florida Whistleblower Act, Florida Statutes Section 440.205, the Florida Minimum Wage Act, and all other local, state or federal laws including but not limited to these relating to discrimination, denial or termination of any health benefit or benefits of any other kind, or any claims of breach or violation of public policy, any claims arising under the Federal or any state constitution, wrongful or constructive discharge, retaliatory discharge, breach of contract, wage claims, including but not limited to claims for unpaid wages, bonuses, severance, vacation and overtime, promissory estoppel, fraud, fraudulent misrepresentation or concealment, retaliation, breach of the covenant of good faith

and fair dealing, intentional and/or negligent infliction of emotional distress, outrageous conduct, interference with prospective business advantage, negligence, negligent misrepresentation or concealment, wrongful or bad faith termination, defamation and other business or personal injury, or any other claims or rights to damages, whether contractual, liquidated, compensatory, exemplary, or punitive, or rights to or claims for injunctive or equitable relief, or rights to or claims for expenses, costs, fees, attorneys' fees, and all losses of any kind whatsoever, which Teresias has or might have by virtue of any fact(s), act(s) or event(s) occurring prior to the effective date of this Supplemental Agreement.

6. <u>Withdrawal of Any Claims/Charges:</u> Teresias agrees (A) that any claims she has or might have pertaining to Pineapple House's employment practices arising under any municipal, state, or federal law are completely settled; and (B) that other than the Litigation in which the Collective Settlement Agreement is submitted for Approval, she will withdraw any pending complaints, charges, claims, or causes of action that may have been filed against Pineapple House with any municipal, state, or federal government agency or court. Nothing in this Supplemental Agreement is intended to, or shall, interfere with Teresias's rights under federal, state, or local civil rights or employment discrimination laws to file or otherwise institute a charge of discrimination, to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, or to cooperate with any such agency in its investigation, none of which shall constitute a breach of this Agreement. Teresias shall not, however, be entitled to any relief, recovery, or monies in connection with any such action or investigation brought against Pineapple House, regardless of who filed or initiated any such complaint, charge, or proceeding.

7. <u>No Re-Employment:</u> Teresias expressly waives and disclaims any right to reinstatement or reemployment with Pineapple House, and agrees never to seek employment with Pineapple House at any time in the future. Teresias agrees and acknowledges that her signature on this Supplemental Agreement is grounds for immediate rejection of any application for employment submitted by him.

8. <u>Attorneys' Fees:</u> Teresias shall be liable to Pineapple House for any attorneys' fees, expert witness fees, and costs of court incurred by Pineapple House, in the event that she files suit or brings any other legal proceedings against Pineapple House on any claim that is released hereunder.

9. <u>Non-Disparagement:</u> Teresias agrees that she will not in any way disparage, defame, libel, slander, place in a negative light, or in any other way harm or attempt to harm the reputation, goodwill or commercial interest of Pineapple House to any persons, including but not limited to current or former customers and employees, or members of the media.

12. <u>Effect of Waiver:</u> The waiver by any party hereto of a breach of any provision of this Supplemental Agreement shall not operate or be construed as a waiver of any subsequent breach of any party, nor shall any waiver operate or be construed as a rescission of this Supplemental Agreement. No breach of this Supplemental Agreement shall permit the non-breaching party, as found by a court of competent jurisdiction, to repudiate this Supplemental Agreement or refuse or fail to perform any obligation required hereunder.

13. <u>**Governing Law:**</u> The laws of the State of Florida shall govern the validity, construction, and enforcement of this Supplemental Agreement.

14. <u>Ownership of Claims</u>: Teresias represents and warrants that she has not sold, assigned, transferred, conveyed or otherwise disposed of to any third party, by operation of law or otherwise, any action, cause of action, debt, obligation, contract, agreement, covenant, guarantee, judgment, damage, claim, counterclaim, liability, or demand of any nature whatsoever, relating to any matter covered by this Supplemental Agreement.

15. <u>Multiple Originals:</u> This Supplemental Agreement is executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

16. <u>Tax Indemnity:</u> Pineapple House makes no representations regarding the taxability of any payments made under this Supplemental Agreement. Teresias acknowledges and understands that Pineapple House has no responsibility for any tax payments. Teresias accepts sole responsibility for all tax payments due as a result of this Supplemental Agreement. Teresias agrees to indemnify Pineapple House for any tax payments that the Internal Revenue Service or any other local, state or federal taxing agency determines to be due and owing by Teresias as a result of any payment made pursuant to the terms of this Supplemental Agreement.

DATE: April¹, 2022

REPAR Signature:

Nora Teresias

DATE: April____, 2022

Signature:

By: <u>MICHAEL WERMEN</u> Men b on behalf of Senior Care Residences Sapphire Lakes at Naples, LLC

DATE: April_5_, 2022

Signature: _

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By : <u>CEO</u> on behalf of Concierge Senior Living, LLC