UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA and THE STATE OF NEW YORK *ex rel*. LAURA CIAVARELLA, Plaintiffs, v. SAFIRE REHABILITATION OF NORTHTOWNS, LLC, SAFIRE REHABILITATION OF SOUTHTOWNS, LLC, and REHAB ALTERNATIVES, PLLC, Defendants.	SETTLEMENT <u>AGREEMENT</u> 20-CV-07078 (WOLFORD, J.)

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into among the State of New York (the "State"), by the Office of the Attorney General, through the Medicaid Fraud Control Unit ("MFCU"), Safire Rehabilitation of Northtowns, LLC, Safire Rehabilitation of Southtowns, LLC, and Williamsville Suburban, LLC (Safire Rehabilitation of Northtowns, LLC, Safire Rehabilitation of Southtowns, LLC , and Williamsville Suburban, LLC shall be collectively referred to herein as the "Safire Homes"), and Laura Ciavarella ("Relator"). The State, Safire Homes, and Relator shall be collectively referred to herein as the "Parties."

WHEREAS, Safire Rehabilitation of Northtowns, LLC is a for-profit limited liability company organized in 2014 under the laws of the State of New York, which operates Safire Rehabilitation of Northtowns, a 100-bed skilled nursing facility ("SNF") pursuant to 10 NYCRR § 415.2(k), located at 2799 Sheridan Drive, Tonawanda, New York 14150;

WHEREAS, Safire Rehabilitation of Northtowns, LLC is enrolled as the operator of a SNF in the New York State Medical Assistance Program (the "Medicaid Program" or "Medicaid") under Provider ID 01032897 and NPI No. 1093191488;

WHEREAS, Safire Rehabilitation of Southtowns, LLC is a limited liability company organized under the laws of the State of New York, which operates Safire Rehabilitation of Southtowns, a 120-bed SNF pursuant to 10 NYCRR § 415.2(k), located at 300 Dorrance Avenue, Buffalo, New York 14220;

WHEREAS, Safire Rehabilitation of Southtowns, LLC is enrolled as the operator of a SNF in the Medicaid Program under Provider ID 00801809 and NPI No. 1528444916;

WHEREAS, Williamsville Suburban, LLC is a limited liability company organized under the laws of the State of New York, which does business as, and operates Williamsville Suburban Nursing Home, a 220-bed SNF pursuant to 10 NYCRR § 415.2(k), located at 193 South Union Road, Amherst, New York 14221;

WHEREAS, Williamsville Suburban, LLC is enrolled as the operator of a SNF in the Medicaid Program under Provider ID 00663456 and NPI No. 1447357157;

WHEREAS, the Safire Homes provide skilled nursing and rehabilitation services to residents insured by the Medicaid Program. 42 U.S.C. §§ 1396-1396w-5;

WHEREAS, during all times relevant to this Agreement, the Safire Homes executed and submitted annual Certification Statements For Provider Billing Medicaid to the State's Medicaid Fiscal Agent ("Certification Statements"), pursuant to 18 NYCRR §§ 504.l (b)(l), 504.9, certifying, among other things, that all claims that the Safire Homes submitted for reimbursement to Medicaid have been reviewed and were made in full compliance with applicable federal and state laws and regulations and pertinent provisions of the eMedNY Provider Manual and all revisions thereto and that no material fact had been omitted from the claims, and that, where applicable, the Safire Homes had adopted and implemented effective compliance programs, and the Safire Homes understood and agreed that they would be subject to and bound by all rules, regulations, policies, standards, fee codes, and procedures of the New York State Department of Health ("DOH") and the Office of the Medicaid Inspector General ("OMIG") as set forth in statute or Title 18 of the Official Compilation of Codes, Rules and Regulations Part 521 of New York State and other publications of DOH, including eMedNY Provider Manuals and other official bulletins of DOH;

WHEREAS, the Minimum Data Set ("MDS") is a national comprehensive assessment tool performed on all residents in Medicare or Medicaid-certified SNFs (42 CFR § 483.20), like the Safire Homes, at least every 92 days, which documents the functional capabilities of SNF residents during a 7-day observation period;

WHEREAS, at all times relevant to this Agreement, SNFs in the State, including the Safire Homes, utilized MDS – Version 3.0 Resident Assessment and Care Screening form ("MDS 3.0") to conduct and document these resident assessments;

WHEREAS, at all times relevant to this Agreement, MDS 3.0 required each provider who completed a section of the MDS plus the Registered Nurse charged with verifying completion of the MDS to certify, among other things, that the information contained in the MDS accurately reflected the assessment information collected or coordinated on the dates specified in the resident MDS in compliance with applicable Medicare and Medicaid requirements, accurately reflected the assessment information, which is the basis for ensuring that residents receive appropriate and quality care, and that the payment of federal funds and continued participation in government-funded health care programs is conditioned on the accuracy and truthfulness of the information documented in the MDS;

WHEREAS, at all times relevant to this Agreement, the Safire Homes submitted MDS assessments to DOH for all Medicaid residents in the facilities at midnight on a date pre-selected by DOH (the "Census Date");

WHEREAS, at all times relevant to this Agreement, DOH utilized the data contained in the MDS assessments submitted for Medicaid residents for the Census Dates in January and July to assign Resource Utilization Group ("RUG") scores to residents, which were then averaged together to determine the Safire Homes' Medicaid-only Case Mix Indexes ("CMI");

WHEREAS, at all times relevant to this Agreement, the Safire Homes' Medicaid reimbursement rates were based, in part, on their Medicaid-only CMIs;

WHEREAS, at all times relevant to this Agreement, the operator of the Safire Homes executed and submitted bi-annual Minimum Data Set (MDS) Census Submission Operator's Certification to DOH's Division of Finance and Rate Setting, certifying, among other things, that MDS assessment information for each of the residents on the roster was complete and accurate and met all applicable Medicare and Medicaid requirements, and that Safire Homes understood that this information was used in part to receive federal and state funds;

WHEREAS, SNFs, such as the Safire Homes, are reimbursed by the Medicaid Program on a per resident, per day basis;

WHEREAS, on December 15, 2020, Relator filed a *qui tam* action in the United States District Court for the Western District of New York, captioned *United States and State of New York ex rel. Ciavarella v. Safire Rehabilitation of Northtowns, LLC, et al.*, No. 20-cv-07078 (the "Civil Action"), pursuant to the *qui tam* provisions of the federal False Claims Act, 31 U.S.C. § 3730(b), and the New York State False Claims Act, N.Y. State Fin. Law § 190;

WHEREAS, on March 16, 2026, the State and the United States filed a Joint Notice of Election to Intervene in the Civil Action;

WHEREAS, MFCU investigated the allegations in the Civil Action and found that the Safire Homes engaged in the following conduct described below (the "Covered Conduct"):

A. From July 1, 2016 through December 31, 2020, Defendants submitted data to DOH, which falsely represented the degree of care, including rehabilitation services, required by many of the residents of the Safire Homes, thereby causing the RUG score for each of those residents to increase during the assessment periods utilized by DOH to set the Safire Homes' Medicaid reimbursement rates and to decrease during the assessment periods which had no impact on the calculation of the Medicaid reimbursement rate;

B. In so doing, Defendants caused an artificial increase in the CMI scores for the Safire Homes, which subsequently caused DOH to increase the Safire Homes' Medicaid reimbursement rates for each Medicaid claim submitted by the Safire Homes for the provision of nursing home services to Medicaid recipients from January 1, 2017 through July 31, 2021; and

C. From January 1, 2017 through July 31, 2021, Defendants submitted and/or caused to be submitted claims for nursing home services rendered at the Safire Homes to Medicaid for reimbursement at inflated rates, and accepted payment for such claims.

WHEREAS, as a result of the Covered Conduct, the Safire Homes caused the State to suffer damages of at least the amount to be repaid under this Agreement;

WHEREAS, the State has civil claims against the Safire Homes as a result of the Covered Conduct, including under N.Y. State Finance Law § 189, N.Y. Executive Law § 63(12), N.Y. Executive Law § 63-c, N.Y. Social Services Law § 145-b, and the common law;

WHEREAS, the Safire Homes wish to resolve their civil liability for the Covered Conduct;

WHEREAS, Relator claims entitlement under N.Y. State Finance Law § 190(6) to a share of the proceeds of this Agreement, and to Relator's reasonable expenses, attorneys' fees, and costs;

WHEREAS, the Safire Homes are contemporaneously herewith entering into an agreement with the United States (the "United States Agreement") to resolve the United States' claims arising from the Covered Conduct and have agreed to pay a total of Five Million Four Hundred Thousand Dollars ($5,400,000.00) to the United States, of which Two Million Four Hundred Thousand Dollars ($2,400,000.00) constitutes the federal portion of the total Medicaid damages amount of Six Million Dollars ($6,000,000.00) ("Total Medicaid Settlement Amount").

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

TERMS AND CONDITIONS

1. The Safire Homes admit, acknowledge, and accept responsibility for the Covered Conduct.
2. The Safire Homes shall pay Three Million Six Hundred Thousand Dollars ($3,600,000.00) (the "Settlement Amount"), of which One Million Eight Hundred Thousand Dollars ($1,800,000.00) constitutes restitution, no later than thirty (30) days after the Effective Date of the Agreement (defined in ¶ 33, below), by electronic funds transfer pursuant to written instructions to be provided by MFCU. The Settlement Amount represents the state portion of the Total Medicaid Settlement Amount.
3. Pursuant to the State's obligations under N.Y. Finance Law § 190(6)(a) and the terms of this Agreement, as soon as practicable after the State's receipt of the Settlement Amount, the State shall pay Relator twenty percent (20%) ("Relator's Share"). The undersigned Relator's counsel shall provide the State with written instructions to facilitate such payments. The State's obligation

to pay the Relator's Share is conditioned upon the State's receipt of payment from the Safire Homes, and in no event will the Relator's Share exceed twenty percent (20%) of the Settlement Amount.

4. The Settlement Amount does not include Relator's reasonable expenses, attorneys' fees, and costs pursuant to N.Y. State Finance Law § 190(6), which shall be paid separately by the Safire Homes to Relator's Counsel.

5. Safire Rehabilitation of Northtowns, LLC, Safire Rehabilitation of Southtowns, LLC, and Williamsville Suburban, LLC shall be jointly and severally liable for the Settlement Amount, plus applicable interest, and all payments due pursuant to this Agreement.

6. Subject to the provisions in Paragraph 7 below (concerning reserved claims), and conditioned upon full payment of the Settlement Amount by the Safire Homes, the State releases the Safire Homes, their successors, assigns, present and former parents, subsidiaries, and affiliates from any civil monetary claim against the Safire Homes for the Covered Conduct under N.Y. State Finance Law § 189, N.Y. Executive Law § 63(12), N.Y. Executive Law § 63-c, N.Y. Social Services Law § 145-b, and the common law theories of disgorgement, payment by mistake, money had and received, unjust enrichment, breach of contract, and fraud.

7. Notwithstanding the releases given in Paragraph 6 above, or any other term of this Agreement, the State specifically does not release:

a. Any liability arising under state tax law;

b. Any criminal liability;

c. Any administrative liability, including mandatory or permissive exclusion from the State's Medicaid Program;

d. Any liability that the Safire Homes have or may have to the State or to individual consumers or state program payors under any statute, regulation, or rule not expressly covered by the releases in Paragraph 6 above, including but not limited to any and all claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

e. Any liability to the State (or its agencies) for any conduct other than the Covered Conduct;

f. Any liability for personal injury, patient abuse, or neglect, arising from the Covered Conduct;

g. Any liability of individuals for the Covered Conduct;

h. Any liability that may be asserted by or on behalf of any payor or insurer paid by the Medicaid Program on a capitated basis, including MCOs, other than liability of the Safire Homes to the State for the Covered Conduct; and

i. Any liability based upon obligations created by this Agreement.

8. In consideration of the obligations of the Safire Homes in this Agreement, and conditioned upon the Safire Homes' full payment of the Settlement Amount, plus applicable interest, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns releases the Safire Homes, their successors, assigns, present and former parents, subsidiaries, and affiliates from any claims and all manner of claims, proceedings, liens, and causes of action of any kind or description, whether known or unknown, that Relator has asserted or could have asserted against the Safire Homes related to or arising from the Covered Conduct or the allegations in the Civil Action. This Agreement does not address or resolve claims of Relator for expenses, attorneys' fees and costs pursuant to 31 U.S.C. § 3730(d), N.Y. State Finance Law § 190(6)(a), and N.Y. State Labor Law

§ 740(5)(e) ("Attorneys' Fees Payment") or Relator's claims against Defendants for retaliation pursuant to 31 U.S.C. § 3730(h) or the New York Health Care Whistleblower Law, N.Y. State Labor Law §§ 740–741 ("Retaliation Claims"), and these claims are expressly not settled, resolved, or released in this Agreement.

9. The Safire Homes, for themselves and for their successors, assigns, present and former parents, subsidiaries, and affiliates fully and finally release Relator, her heirs, successors, attorneys, agents, and assigns from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that the Safire Homes have asserted, could have asserted, or may assert in the future against Relator related to the Covered Conduct, the allegations set forth in the Civil Action, and Relator's investigation and prosecution thereof.

10. In consideration of the obligations of the State set forth in this Agreement, the Safire Homes, for themselves and for their successors, assigns, present and former parents, subsidiaries, and affiliates waive, discharge, and fully release the State, its agencies, officers, political subdivisions, employees, servants, and agents, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that the Safire Homes asserted, could have asserted, or may assert in the future, against the State, its agencies, officers, political subdivisions, employees, servants, and agents, relating to the Covered Conduct, the allegations set forth in the Civil Action, and the State's investigation and prosecution thereof.

11. Conditioned upon Relator's receipt of the payment described in Paragraph 3, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns hereby waives, discharges, and fully releases the State, its agencies, officers, political subdivisions, employees, servants, and agents from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Relator has asserted, could have asserted, or may assert in the future against the

State, its agencies, officers, political subdivisions, employees, servants, and agents, arising from the Covered Conduct, the allegations in the Civil Action, including the investigation and prosecution thereof, and from any claim to a share of the proceeds of the Settlement Amount except as provided in Paragraph 3.

12. Relator, on behalf of herself and her heirs, successors, attorneys, agents, and assigns, shall not object to this Agreement and confirms that this Agreement is fair, adequate, and reasonable under all the circumstances pursuant to N.Y. State Finance Law § 190(5)(b)(ii).

INTEGRITY OBLIGATIONS

13. The Parties acknowledge that a primary purpose of this Agreement is to promote compliance with the statutes, regulations, and written directives of the Medicaid Program. To further that objective, the Safire Homes agree that they shall:

a. Adopt policies and procedures to ensure that Medicaid residents are receiving all medically necessary rehabilitation services throughout the year;

b. Adopt policies and procedures to ensure that Medicaid residents are not receiving rehabilitation services that are not medically necessary;

c. Adopt policies and procedures to ensure that all rehabilitation services are properly documented in resident charts;

d. Remove and refrain from imposing, directly or indirectly, CMI targets, quotas, and/or the equivalent;

e. Adopt policies and procedures to ensure that the Safire Homes maintain effective compliance programs as required by New York State law; and

f. Fully and promptly cooperate with the Attorney General with respect to any investigation by the Attorney General, and related proceedings and actions, of any person or entity, including but not limited to any current and former employees of the Safire Homes.

14. The Safire Homes shall be in default of this Agreement if they fail to comply with these Integrity Obligations. In the event of any such Default, the State will provide written notice of same, to be sent by email and first-class U.S. mail to the undersigned attorney for the Safire Homes, who will then have thirty (30) days to cure the Default (the "Cure Period"). If the Safire Homes fail to cure the Default within the Cure Period ("Uncured Default"), the State, at its option, may: (a) rescind this Agreement; (b) file a civil action for the Covered Conduct; and/or (c) exercise any other rights granted by law or in equity.

OTHER OBLIGATIONS

15. The Safire Homes waive the right to raise, based on this Agreement, the Double Jeopardy Clause in the Fifth Amendment and/or the Excessive Fines Clause in the Eighth Amendment to the United States Constitution in any future criminal prosecution or administrative action for the Covered Conduct, and shall not assert that this Agreement bars any remedy sought in any such criminal prosecution or administrative action.

16. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by the State Medicaid Program, or any other state payor, for the Covered Conduct, and the Safire Homes agree not to resubmit to the State Medicaid Program, or any other state payor, any previously denied claims, which denials were based upon the Covered Conduct, and agrees not to appeal or cause the appeal of any such denials of claims.

17. The Safire Homes shall not seek payment for any claims for reimbursement to the State Medicaid Program covered by this Agreement from any healthcare beneficiaries or their parents, sponsors, legally responsible individuals, or third-party payors.

18. The Safire Homes agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of the Safire Homes or any of its present or former officers, directors, trustees, employees, shareholders, and agents in connection with:

    i. the matters covered by this Agreement;

    ii. the State's audit and any civil and/or criminal investigation of the matters covered by this Agreement;

    iii. the investigation, defense, and corrective actions undertaken by the Safire Homes in response to the State's audit and any civil and/or criminal investigation in connection with the matters covered by this Agreement (including attorneys' fees);

    iv. the negotiation and performance of this Agreement; and

    v. the payments that the Safire Homes make relating to this Agreement, including costs and attorneys' fees,

    are unallowable costs for government contracting purposes and under the Medicaid Program ("Unallowable Costs").

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in non-reimbursable cost centers by the Safire Homes, and the Safire Homes shall not charge such Unallowable Costs directly or indirectly to any contracts with the Medicaid Program or seek payment for such

Unallowable Costs through any Consolidated Fiscal Report, cost report, cost statement, information statement, or payment request submitted by the Safire Homes to the Medicaid Program.

c. Treatment of Unallowable Costs Previously Submitted for Payment: The Safire Homes further agree that, within ninety (90) days of the Effective Date of this Agreement, they shall identify to applicable Medicaid fiscal agents any Unallowable Costs that were included in payments previously sought from the Medicaid Program, including but not limited to payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by the Safire Homes and shall request and agree that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. The Safire Homes agree that the State, at a minimum, shall be entitled to recoup from the Safire Homes any overpayment, plus applicable interest and penalties, as a result of the inclusion of such Unallowable Costs on previously submitted cost reports, cost statements, information reports, appeals, or requests for payment. Any payments due after the adjustments have been made shall be paid to the State. The State reserves its right to disagree with any calculations submitted by the Safire Homes on the effect of inclusion of Unallowable Costs on the Safire Homes' Consolidated Fiscal Reports, cost reports, cost statements, or information reports, appeals, or other payment requests.

d. Nothing in this Agreement shall constitute a waiver of the rights of the State to audit, examine, or re-examine the books and records of the Safire Homes to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

19. Upon the State's receipt of the full Settlement Amount described in Paragraph 2 above, and upon the United States' receipt of payment pursuant to paragraph 1.c of the United States Agreement, the United States, the State, and Relator shall promptly sign and file in the Civil Action a Joint Notice of Dismissal of Counts III and IV pursuant to Rule 41(a)(1) consistent with this Agreement. The Court shall retain jurisdiction over the Parties to this Agreement to the extent necessary to enforce the terms and conditions of this Agreement. Relator's claims for Attorneys' Fees and the Retaliation Claim contained in Counts V and VI shall be expressly excluded from this Notice of Dismissal and the United States District Court shall have continuing jurisdiction over Relator's Attorneys' Fees and Retaliation Claims against Defendants. Additionally, unless otherwise dictated by the United States Agreement, the Joint Notice of Dismissal will expressly exclude any claims on behalf of the United States, to include Courts I and II, and any claims that Relator has for a relator's share under the United States Agreement.

20. The Safire Homes will not assert any claim for any tax rebate or refund, or other government payment from the State, until the Settlement Amount plus applicable interest is satisfied. In the State's sole discretion, the State may recoup or offset any such payment, without further notice to the Safire Homes, for credit towards the Settlement Amount plus applicable interest.

21. No provision of this Agreement constitutes an agreement by the State concerning the characterization of the Settlement Amount for purposes of New York Tax Law. The Safire Homes shall not deduct or discharge the Settlement Amount as part of their New York State tax obligations.

22. The Safire Homes will not submit any insurance claims for the Covered Conduct.

23. The Safire Homes agree not to take any action or to make or permit to be made any public statement denying, directly or indirectly, any finding in this Agreement or creating the impression that this Agreement is without factual basis. Nothing in this Paragraph affects the Safire Homes' (a) testimonial obligations, if any, or (b) right to take any good faith legal or factual positions in defense of litigation or other proceedings to which the State is not a party.

24. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to choice of law or conflict of laws principles. The Parties consent to the jurisdiction of the United States District Court for the Western District of New York in any action brought by the State to enforce or interpret this Agreement. The Parties further agree that this Court has subject matter jurisdiction over the Civil Action and consent to this Court's exercise of personal jurisdiction over each of them.

25. Any failure by the State to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the State, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

26. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

27. This Agreement shall be deemed to have been mutually prepared by the Parties hereto and shall not be construed against any of them solely by reason of authorship.

28. The Parties each acknowledge and represent that they have entered into this Agreement freely, voluntarily, and upon due deliberation, with the advice of counsel and without any degree of coercion, duress, or compulsion whatsoever.

29. This Agreement shall be binding on all successors, transferees, heirs, and assigns of the Safire Homes and Relator.

30. Except as otherwise stated in this Agreement, this Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any liability against any other person or entity.

31. Each Party to this Agreement shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement, with the exception of Relator's reasonable expenses, attorneys' fees, and costs, as provided in Paragraph 4 above.

32. All notices pursuant to this Agreement shall be in writing and shall, unless expressly provided otherwise herein, be given by e-mail, followed by hand delivery, overnight delivery by any nationally recognized overnight courier service, or first-class U.S. mail, addressed as follows:

<u>TO THE STATE</u>:

Chief, Civil Enforcement Division
Medicaid Fraud Control Unit
New York State Office of the Attorney General
28 Liberty Street, 13th Floor
New York, NY 10005
Telephone: (212) 417-5300
MFCUNotices@ag.ny.gov

<u>TO THE SAFIRE HOMES</u>:

Eric J. Bach, Esq.
Harris Beach Murtha
99 Garnsey Road
Pittsford, NY 14534
Telephone: (585) 419-8800
ebach@harrisbeachmurtha.com

<u>TO RELATOR</u>:

Janel Quinn, Esq.

The Employment Law Group. P.C.
1717 K Street, NW
Suite 1110
Washington, DC 20006-5345
Telephone: (202) 331-3911
jquinn@employmentlawgroup.com

33. The effective date of this Agreement shall be the date of the last signatory to this Agreement ("Effective Date").

34. This Agreement constitutes the complete agreement between the Parties with respect to the Safire Homes' civil liability under the provisions released in Paragraph 6, above, relating to the Covered Conduct, and it may not be changed in any respect, except by a writing duly executed by the Parties or their authorized representatives.

35. Facsimiles of signatures and electronic signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

36. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

WHEREFORE, the Parties have read the foregoing Agreement and accept and agree to the provisions contained herein and hereby have caused this Agreement to be signed as of the date adjacent to their signatures.

THE STATE OF NEW YORK

LETITIA JAMES
Attorney General of the State of New York

DATED: 8/7/2026 BY: ______________________
JILL D. BRENNER
AMANDA L. RAIMONDI
Special Assistant Attorneys General

DEFENDANT SAFIRE HOMES

DATED: 8-7-2026 BY: ______________________________
Eric Bach, Authorized Representative
Safire Homes

DATED: 8-7-2026 BY: ______________________________
ERIC J. BACH, ESQ.
Harris Beach Murtha
Counsel for the Safire Homes

RELATOR LAURA CIAVARELLA

DATED: ________ BY: ______________________________
LAURA CIAVERELLA
Relator

DATED: ________ BY: ______________________________
JANEL QUINN, ESQ.
The Employment Law Group, P.C.
Counsel for Relator

DEFENDANT SAFIRE HOMES

DATED: __________ BY: ______________________________

Safire Homes

DATED: __________ BY: ______________________________

ERIC J. BACH, ESQ.
Harris Beach Murtha
Counsel for the Safire Homes

RELATOR LAURA CIAVARELLA

Laura A Ciavarella (Aug 7, 2026 12:49:25 EDT)

DATED: __________ BY: ______________________________

LAURA CIAVERELLA
Relator

Janel Quinn

Janel Quinn (Aug 7, 2026 12:29:20 EDT)

DATED: __________ BY: ______________________________

JANEL QUINN, ESQ.
The Employment Law Group, P.C.
Counsel for Relator