



EMPLOYEE HANDBOOK - CALIFORNIA SUPPLEMENT

INTRODUCTION

This Supplemental Handbook explains the additional policies and benefits offered in the state of California. Employees must consult the Employee Handbook for information regarding general policies, rules, and benefits. BrightSpring complies with all applicable federal, state, and local laws. To the extent that federal, state, or local laws provide greater or different benefits than described herein, the law will apply.

Time Off and Leaves of Absence

BrightSpring recognizes that Employees benefit from time away from work for a variety of reasons - all of which contribute towards positive work-life flexibility for our Employees. Therefore, BrightSpring provides time off - both paid and unpaid - to eligible Employees for the following situations:

- Company Observed Holidays;
- Sick Leave;
- PTO;
- Family and Medical Leave;
- Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation;
- Family Military Leave;
- School or Day Care Activities Leave;
- School Discipline Leave;
- Bereavement Leave;
- Reproductive Loss Leave;
- Bone Marrow Donor Leave;
- Organ Donor Leave;
- Military Leave;
- Emergency Responder Leave;
- Civil Air Patrol Leave;
- Jury and Witness Duty Leave;
- Domestic Violence, Sexual Assault or Stalking Victim Leave;
- Crime Victim Leave for Certain Felonies;
- Leave To Attend Court Proceedings for Serious Crimes;
- Voting Leave; and
- Election Officer Leave.

In addition to the above, BrightSpring complies with all legally required leaves of absence. The list above may not encompass all of the reasons for which Employees may be entitled to leave, and not all of these leaves have been further described herein. If you believe that you may qualify for a leave of absence, please see your Human Resources representative for more information as to the requirements and your rights.

Family and Medical Leave Under the FMLA and CFRA

BrightSpring will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, BrightSpring collectively refers to the federal Family and Medical Leave Act (Fed-FMLA) and the California Family Rights Act (CFRA) as "FMLA Leave." In



any case, Employees will be eligible for the most generous benefits available under applicable law.

Employee Eligibility

To be eligible for FMLA Leave, Employees must: (1) be employed by BrightSpring for a total of at least 12 months (not necessarily consecutive); (2) have worked at least 1,250 hours during the previous 12 months immediately prior to the start of the leave; and (3) (Fed-FMLA only) have worked at a location where at least 50 Employees are employed by BrightSpring within 75 miles of the Employee's worksite, as of the date the leave is requested. Eligibility requirements may differ for Employees who have been on a protected military leave of absence.

If Employees are unsure whether they qualify for FMLA Leave, they should contact their Human Resources representative.

Applying for Leave

If the eligibility requirements are met:

1. Call your supervisor/manager and/or Human Resources representative to request your absence.
2. Call Sedgwick at 1-877-659-1521 or visit timeoff.sedgwick.com to initiate a request for leave.
3. Provide information requested by Sedgwick as soon as possible.

Once you request a claim, you'll receive a packet of information to be completed and returned to Sedgwick. A Sedgwick claim representative will evaluate your request once all documentation has been received.

If the employee is not eligible for leave under this policy, the Company will review business considerations and the individual circumstances involved to determine if they may be eligible to take an unpaid general leave of absence. (See General Leave of Absence Policy.)

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because Employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently whenever possible.

If the Employee cannot return to work at the expiration of the FMLA Leave, BrightSpring will work with the Employee to determine whether an extension of the leave would be a reasonable accommodation under the Fair Employment and Housing Act.

FMLA Leave may be used for any reasons set forth in the law, including the following reasons:

- The birth, adoption, or foster care of an Employee's child within 12 months following the birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, parent and, for CFRA leave only: registered domestic partner, child of a registered domestic partner, grandparent, grandchild, parent-in-law, sibling or designated person) with a serious health condition (Family Care Leave);
- An Employee's inability to work because of their own serious health condition (Serious Health Condition Leave);



- A "qualifying exigency," as defined under the Fed-FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces or, as defined under the CFRA, relating to the covered active duty or call to covered active duty of an Employee's spouse, domestic partner, child or parent in the Armed Forces of the United States (Qualifying Exigency Leave); or
- To care for a "covered service member" with a serious injury or illness as defined under the Fed-FMLA (Military Caregiver Leave). For the purposes of this Military Caregiver Leave, the Employee must be the spouse, child, parent, or next of kin of the covered service member.

Definitions

- **"Child,"** for purposes of Bonding Leave and Family Care Leave means a biological, adopted or foster child; a stepchild; a legal ward; a child of a domestic partner; or a child of a person standing *in loco parentis*. Under Fed-FMLA, a "child" also includes a person who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence.
- **"Child,"** for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted, or foster child; stepchild; legal ward; or a child for whom the person stood *in loco parentis*, and who is of any age.
- **"Parent,"** for purposes of this policy, means a biological, adoptive, step or foster parent, legal guardian, or any other individual who stood *in loco parentis* to the Employee when the Employee was a child.
 - For CFRA leaves, this includes a parent-in-law.
 - For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the Fed-FMLA.
- **"Designated person,"** for purposes of CFRA leaves, means any individual related by blood or whose association with the Employee is the equivalent of a family relationship. Employees may identify one designated person per 12-month period. Employees may identify their designated person at the time they request CFRA leave.
- **"Spouse,"** for purposes of this policy, means the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
 - For CFRA leaves, a spouse includes a registered domestic partner.
- **"Sibling,"** for purposes of CFRA leaves, means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.
- **"Key Employee,"** for purposes of Fed-FMLA leave, means a salaried Fed-FMLA-eligible Employee who is among the highest paid 10 percent of all the Employees employed by BrightSpring within 75 miles of the Employee's worksite at the time of the Fed-FMLA leave request.
- **"Serious health condition"** means an illness, injury, impairment or physical or mental condition that involves either:

- Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice, or residential medical care facility, including any period of incapacity (that is, inability to work, attend school, or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
- Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
 - A period of incapacity (that is, inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
 - Under Fed-FMLA, any period of incapacity due to pregnancy or prenatal care.
 - Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time, and may cause episodic incapacity.
 - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke, or the terminal stages of a disease.
 - Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- **"Covered active duty"** means:
 - In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
 - In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **"Covered service member"** means:
 - A member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or
 - A person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness



incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.

For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.

- **"Serious injury or illness"** in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered service member in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render them medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- **"Qualifying exigency"** for the Fed-FMLA is defined by the Department of Labor and for the CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

Length of Leave

If the reason for leave is common to both the Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave is 12 workweeks in any 12-month period. If the reason for leave is not common to both the Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible Employee may be entitled to additional leave under applicable law. The applicable "12-month period" utilized by BrightSpring is a rolling 12-month period measured backward from the date an Employee first takes FMLA Leave.

The maximum amount of Fed-FMLA leave for an Employee wishing to take Military Caregiver Leave is a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the Employee's first use of such leave and ends 12 months after that date.

If both spouses work for BrightSpring and are eligible for leave under this policy, under the Fed-FMLA, the spouses will be limited to a total of 26 workweeks off between the two Employees when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave, and/or Family Care Leave taken to care for a parent.

If both spouses work for BrightSpring and both Employees are eligible for leave under this policy for the purpose of Bonding Leave, both Employees will each be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement. Under Fed-FMLA, the spouses must split the available 12 workweeks.

Employees may be entitled to additional time off of work as a reasonable accommodation under the Americans with Disabilities Act (ADA). See the section herein for further information.



Intermittent or Reduced Schedule Leave

Under some circumstances, Employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the Employee's normal weekly or daily work schedule. An Employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the Employee's child, parent or spouse with a serious health condition or because the Employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences when the Employee or an Employee's family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider. Leave due to military exigencies may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt BrightSpring's operations. Please contact your Human Resources representative prior to scheduling medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require Employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an Employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work midway through a shift in order to take CFRA leave and is, therefore, forced to be absent for the entire shift, the entire period will be counted against the Employee's CFRA entitlement. However, if there are other aspects of work that the Employee is able to perform that are not physically impossible, then the Employee will be permitted to return to work, thereby reducing the amount of time to be charged to the Employee's CFRA entitlement.

Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the Employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by BrightSpring's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and



- Periodic reports during the leave (as allowed by law).
- In addition to other notice provisions, Employees requesting leave for CFRA-qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in the denial of CFRA protections. Similarly, an Employee or the Employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for Fed-FMLA protections. An Employee's failure to adequately explain the reason for the leave may result in the denial of Fed-FMLA protections.

Certification forms are available from Human Resources. At BrightSpring's expense, we may require a second or third medical opinion regarding the Employee's own serious health condition or the serious health condition of an Employee's family member for Fed-FMLA purposes and, for CFRA purposes, the Employee's own serious health condition. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Service member. Employees are expected to cooperate with BrightSpring in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, Employees must try to schedule treatment so as not to unduly disrupt BrightSpring's operation. Please contact Human Resources prior to scheduling planned medical treatment.

If an Employee does not provide the certification as requested, the FMLA Leave will not be protected.

Recertification After Grant of Leave

In addition to the requirements listed above, if an Employee's Fed-FMLA leave is certified, BrightSpring may later require medical recertification in connection with an absence that the Employee reports as qualifying for Fed-FMLA leave. For example, BrightSpring may request recertification if:

- The Employee requests an extension of leave;
- The circumstances of the Employee's condition as described by the previous certification change significantly (e.g., the Employee's absences deviate from the duration or frequency set forth in the previous certification; the Employee's condition becomes more severe than indicated in the original certification; the Employee encounters complications); or
- BrightSpring receives information that casts doubt upon the Employee's stated reason for the absence. In addition, BrightSpring may request recertification in connection with an absence after six months have passed since the Employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by BrightSpring will be at the Employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the Employee's own serious health condition.



If an Employee does not produce the recertification as requested, the leave may not be FMLA protected.

Qualifying Exigency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the Employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.
- Certification forms are available from Human Resources.

Failure to Provide Notice or Certification and to Return From Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an Employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, BrightSpring may presume that the Employee does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, Employees may be eligible to receive benefits through state-sponsored programs. Employees may also choose to use accrued PTO and sick leave, to the extent permitted by law and BrightSpring's policy. If Employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that Employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of FMLA Leave.

Benefits During Leave

BrightSpring will continue making contributions to Employees' group health benefits during their leave on the same terms as if the Employees had continued to actively work. This means that if Employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents.

Employees taking leave for a reason that is common to both the Fed-FMLA and CFRA and, therefore, running concurrently will generally be provided with group health benefits for a 12-workweek period. When Employees take leave for a reason that is not common to both the Fed-FMLA and CFRA and, therefore, the leave is not running concurrently, BrightSpring will continue the Employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave.

Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, BrightSpring may recover premiums it paid on an Employee's behalf as permitted by applicable law.



An Employee's length of service will remain intact, but benefits such as PTO and sick leave may not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, Employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an Employee becomes unqualified during their CFRA leave as a result of not attending a necessary course, or renewing a license, the Employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, BrightSpring may grant an Employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the Employee's personal needs upon returning from CFRA leave.

BrightSpring will consider a reasonable accommodation if the Employee is returning from CFRA leave for their own serious health condition. However, Employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an Employee would have been laid off or the Employee's position would have been eliminated even if the Employee had not gone on leave, then the Employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an Employee wishing to return from a leave for their own serious health condition must submit an acceptable release from a health care provider that certifies the Employee is able to resume work. For an Employee on intermittent or reduced schedule FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the Employee's ability to perform their duties, based on the serious health condition for which the Employee took the intermittent or reduced schedule leave.

For Fed-FMLA purposes only, Key Employees may be subject to reinstatement limitations in some circumstances. Key Employees will be notified of the possible limitations on reinstatement at the time the Employee requests a leave of absence, or when leave begins, if earlier.

Confidentiality

Documents relating to medical certifications, recertifications, or medical histories of Employees or Employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid, and safety personnel or government officials.

Fraudulent Use of FMLA Leave Prohibited

An Employee who fraudulently obtains FMLA Leave from BrightSpring is not protected by the Fed-FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. In addition, BrightSpring may take available appropriate disciplinary action against an Employee due to such fraud.



Nondiscrimination

BrightSpring takes its FMLA Leave obligations very seriously and will not interfere with, restrain, or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. The Company will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an Employee believes that their Fed-FMLA or CFRA rights have been violated in any way, the Employee should immediately report the matter to their Human Resources representative.

Additional Documentation or Questions

Employees should contact their Human Resources representative for any Fed-FMLA or CFRA questions they may have.

Pregnancy Disability Leave

Any Employee who is disabled by pregnancy, childbirth, or a related medical condition (including medical conditions related to lactation) is eligible for up to four months of Pregnancy Disability Leave (PDL) per pregnancy. If an Employee is also eligible for leave under Fed-FMLA, the Fed-FMLA leave and the PDL will run concurrently.

For purposes of this policy, Employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy, or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions.

Reasonable Accommodation for Pregnancy-Related Disabilities

Any Employee who is affected by pregnancy may also be eligible for a temporary transfer or other accommodation. Employees are "affected by pregnancy" if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the Employee to temporarily transfer or to receive some other accommodation.

Advance Notice and Medical Certification

To be approved for PDL, a temporary transfer, or other reasonable accommodation, Employees must provide BrightSpring with:

- If the need is foreseeable, 30 days' advance notice before the leave of absence, transfer, or reasonable accommodation is to begin;
- If the need is not foreseeable, as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other reasonable accommodation.

BrightSpring may require Employees to provide a new certification if they request an extension of time for their leave, transfer or other accommodation.

Failure to provide BrightSpring with reasonable advance notice may result in the delay of leave, transfer or other accommodation.



Duration

BrightSpring will provide Employees PDL for a period not to exceed four months per pregnancy. The four months is defined as the number of days (and hours) the Employee would normally work within four calendar months or 17.33 workweeks. PDL may be taken intermittently or on a continuous basis, as certified by the Employee's health care provider.

BrightSpring may require an Employee to temporarily transfer to an available alternative position to meet the medical need of the Employee to take intermittent leave or work on a reduced schedule as certified by the Employee's health care provider. The Employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an Employee affected by pregnancy will not reduce the amount of PDL time available to the Employee unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work. The length of the transfer or other reasonable accommodation will depend upon the Employee's physical condition before and after childbirth.

Benefits During PDL

BrightSpring will maintain an Employee's health insurance benefits during PDL for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave. If Employees take additional time off following PDL that qualifies as leave under CFRA, BrightSpring will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, BrightSpring may recover premiums it paid to maintain health insurance benefits if an Employee fails to return to work following PDL for reasons other than taking additional leave afforded by law or BrightSpring policy or not returning due to circumstances beyond the Employee's control.

PDL Integration With Other Benefits

Pregnancy disability leaves and accommodations that require Employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued PTO, sick, or other benefits during the unpaid leave of absence, if applicable. However, use of sick, or other PTO benefits will not extend the available PDL time.

Sick and other PTO benefits will not accrue during any unpaid portion of the leave of absence. Employees will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting PTO or sick leave for unpaid leave.

Any State Disability Insurance for which Employees are eligible may be integrated with accrued sick leave, or other PTO benefits so that Employees do not receive more than 100 % of their regular pay.



Reinstatement

If the Employee has notified BrightSpring that they are able to return to work on a definite date of return from the leave of absence or transfer, and the Employee and BrightSpring have agreed upon such date, the Employee will be reinstated on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, then the Employee will be returned to work within two business days, where feasible, after the Employee notifies BrightSpring of their readiness to return.

Before Employees are allowed to return to work in their regular job following a leave of absence or transfer, they must provide their Human Resources representative with a certification from their health care provider that they can perform safely all the essential duties of the position, with or without reasonable accommodation. If an Employee does not provide such a certification prior to or upon reporting for work, the Employee will be sent home until a release is provided. This time before the release is provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the Employee's position no longer exists, BrightSpring will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, Employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions may be granted when the leave is necessitated by an Employee's injury, illness, or "disability" as defined under the ADA and/or applicable state or local law.

BrightSpring will not discriminate or retaliate against Employees because they request or make use of leave, a transfer, or other accommodations in accordance with this policy. This policy does not limit a pregnant Employee's rights under any other policy or laws protecting gender, pregnancy, and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer, or other reasonable accommodation under this policy should contact their Human Resources representative.

Paid Family Leave Benefits (PFL)

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the California Employment Development Department (EDDY). PFL provides insurance benefits for up to eight weeks in a 12-month period when an Employee needs to take leave from work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, registered domestic partner, or designated person by the employee with a serious health condition or to bond with a new child. Employees must apply for paid family leave insurance benefits through the EDDY.

The PFL insurance program does not provide Employees with a right to take a leave of absence or to take any time off, nor does it provide any job protection or a guaranteed right to return to work following a leave of absence. PFL merely provides wage replacement benefits if an Employee is otherwise entitled to take time off. Employees' leave rights continue to be governed by existing federal, state, and local laws.



State Disability Insurance (SDI)

California law requires all Employees to be covered by State Disability Insurance (SDI). This insurance provides partial wage replacement to Employees who are unable to work due to short-term illness, accident, or disease that does not arise out of the Employee's employment and thus is not covered by workers' compensation insurance. Employees must apply for SDI benefits through the California Employment Development Department (EDD), and do not begin until an Employee has been absent from work and unpaid for seven calendar days.

Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

BrightSpring will make reasonable accommodations for any Employee who reports that they are the victim of domestic violence, sexual assault, or stalking, and requests that BrightSpring accommodate their safety while at work unless providing the accommodation will impose an undue hardship on BrightSpring's business operations or violates BrightSpring's duty to provide a safe and healthy working environment for all Employees.

Employees who are victims of domestic violence, sexual assault, or stalking may also be entitled to a leave of absence, and to PFL under applicable law. Employees should consult their Human Resources representative for additional information.

BrightSpring may request that an Employee provide a written statement signed by the Employee (or an individual acting on behalf of the Employee) certifying that the requested accommodation is for the Employee's safety while at work. BrightSpring may also require an Employee to provide a certification that the Employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months.

Employees must notify BrightSpring if their needs change or if they no longer need an accommodation.

BrightSpring will keep all information submitted in connection with an Employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, BrightSpring will notify the Employee before any information is released.

BrightSpring will not discriminate or retaliate against any Employee because of the individual's status as a victim of domestic violence, sexual assault or stalking.

Paid Time Off (PTO)

Eligible Employees accrue PTO each pay per period and are subject to a maximum accrued amount. Once an Employee reaches the maximum accrual amount, they will not accrue any additional PTO until they use some of their accrued but unused PTO, and their accrued but unused PTO falls below the maximum accrual amount. Employees will not receive retroactive credit for any period of time in which they did not accrue PTO because the Employee had already accrued the maximum amount. Employees are permitted to carry over accrued but unused PTO, subject to the Company's maximum accrual amount. Please refer to the PTO policy for more information.

Request for approved/planned time off must be submitted to your supervisor or manager in advance of the anticipated time off. While taking time off may depend on business needs, and



not every request will be approved, management will make every effort to allow time off as requested.

BrightSpring will pay Employees for any accrued but unused PTO at the time of termination.

Paid Sick Leave

Employees may use paid sick leave in accordance with the Paid Sick Leave Policy – California. Employees should direct any questions regarding the Paid Sick Leave Policy applicable in California to their Human Resources representative. Paid Sick Leave policies are available on REACH.

Confidentiality

BrightSpring will keep confidential an Employee's health information, their covered family member's health information, information related to domestic violence perpetrated against an Employee or their covered family member, and/or sexual assault of the Employee or Employee's covered family member. Such information will not be disclosed except to the affected Employee or as required by law.

Meal and Rest Periods

Meal Periods

A non-exempt Employee who works more than five hours in a workday is entitled to take an unpaid 30-minute uninterrupted meal period during which the Employee is relieved of all duties. The Employee must take their meal period no later than the end of the Employee's fifth hour of work. If the Employee works no more than six hours in the workday, the Employee and BrightSpring may mutually agree in writing to waive the meal period.

A non-exempt Employee who works more than ten hours in a workday is entitled to a second unpaid 30-minute uninterrupted meal period during which the Employee is relieved of all duties. The Employee must take this second meal period no later than the end of the Employee's tenth hour of work. If the Employee works no more than 12 hours and the Employee has not waived their first meal period, the Employee and BrightSpring may mutually agree in writing to waive the second meal period.

Rest Periods

A non-exempt Employee is entitled to paid rest periods based on the Employee's total hours worked daily at a rate of ten minutes rest time for every four hours of work or major fraction of four hours.

These paid rest periods:

- Must be off-duty and at least ten consecutive minutes for each four hours worked or major fraction thereof.
- Are to be taken in the middle of the Employee's work period to the extent that is possible.

Meal Periods and Rest Periods Generally

Meal and rest periods are intended to provide non-exempt Employees an opportunity to be away from work. Employees are not permitted to perform any work during meal and rest



periods. Employees are encouraged to take meal and rest periods away from their immediate work area. Employees are free to leave the work premises during their meal and rest periods. Non-exempt Employees must clock in and out for their meal periods. Unpaid meal periods do not count as hours worked. Employees do not need to record paid rest periods.

If an Employee believes that they were not provided with a meal period or rest period in accordance with this policy, including if they were not permitted to take a meal period or rest period on time, were not permitted to take a full 30 minute meal period or full 10 minute rest period, or were interrupted during a meal or rest period for a work-related reason, the Employee is required to immediately report the non-compliant meal period or rest period to their Human Resources representative.

Reporting Time

Each workday a non-exempt Employee is required to report to work but is not put to work or is furnished with less than half of their usual or scheduled day's work, BrightSpring will pay the Employee for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at the Employee's regular rate of pay.

If a non-exempt Employee is required to report to work a second time in any one workday and is furnished less than two hours of work on the second reporting, BrightSpring will pay the Employee for two hours at the Employee's regular rate of pay.

Overtime

Non-exempt Employees who work overtime in accordance with BrightSpring's policies identified in the Employee Handbook shall be compensated as follows:

- One and one-half times the Employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday;
- One and one-half times the Employee's regular rate of pay for all hours worked in excess of 40 hours per in any workweek;
- One and one-half times the Employee's regular rate of pay for the first eight hours worked on the seventh consecutive day of work in a workweek; and
- Double the Employee's regular rate of pay for all hours worked in excess of 12 hours in any workday;
- Double the Employee's regular rate of pay for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

Addendum: The above description for Meal and Rest Periods and Overtime does not apply to Personal Care Attendants/Direct Care Staff (All Ways Caring). See the appendix for details.

Accommodation for Adult Literacy Programs

BrightSpring provides reasonable accommodation and assistance to an Employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to BrightSpring's business operations.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact their BrightSpring Human Resources representative. BrightSpring will take reasonable steps to safeguard the privacy of any Employee who self-identifies. In addition, Employees who are performing satisfactorily will not be subject to



termination of employment or any other adverse action because they have disclosed literacy problems.

While BrightSpring encourages Employees to improve their literacy skills, BrightSpring will not reimburse Employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, Employees wishing to take such leave may utilize their existing accrued paid time off.

Accommodation for Drug or Alcohol Treatment or Rehabilitation

BrightSpring will attempt to reasonably accommodate Employees with chemical dependencies (drugs or alcohol) if such Employees voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. BrightSpring's support for treatment and rehabilitation does not obligate BrightSpring to hire or employ any person who violates BrightSpring's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform their duties or cannot perform the duties in a manner that would not endanger their health or safety or the health or safety of others.

BrightSpring will keep all information submitted in connection with an Employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, Employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources Representative.

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, BrightSpring will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an Employee or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any Employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation, preferably in writing. Employees who wish to request unpaid time away from work because of a qualifying disability should also contact Human Resources regarding a proposed accommodation.

Employees who make a request to Human Resources providing information relating to their request, including a description of the accommodation they are requesting, the reason or basis for the accommodation, and an explanation of how the accommodation will assist the Employee perform the essential functions of their job. Human Resources will communicate with the Employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the Employee, such as when BrightSpring



receives notice from its own observation or another source that a medical impairment may be impacting the Employee's ability to perform their essential job functions.

If the disability or need for the accommodation is not obvious, BrightSpring may request documentation of the disability, including a note from a healthcare professional.

Human Resources will review the submitted documentation, and work with the Employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on BrightSpring and/or a direct threat to the health and/or safety of the individual or others, BrightSpring will generally make the accommodation. BrightSpring may also propose another reasonable accommodation that may be effective. Employees are required to cooperate with the Company during this process by providing all necessary documentation supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

BrightSpring will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth, and lactation if supported by medical documentation and/or as required by applicable federal, state, or local law. To the extent required by law, leave beyond an Employee's FMLA Leave entitlement may be granted as an accommodation when the leave is necessitated by an Employee's work-related injury or illness, pregnancy-related disability, or a "disability" as defined under the ADA and/or applicable state or local law. Certain restrictions on these benefits may apply.

BrightSpring will not retaliate or otherwise discriminate against an Employee or applicant who requests an accommodation in accordance with this policy.

Discrimination, Harassment, and Retaliation Prevention

Equal Employment Opportunity

BrightSpring is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. BrightSpring is committed to providing a workplace that is free from unlawful discrimination. BrightSpring strictly prohibits and does not tolerate unlawful discrimination against employees, applicants, or other covered persons, including interns, by coworkers, supervisors, managers, or third parties on the basis of a person's actual or perceived:

- Race, including traits associated with race (such as hair texture and protective hairstyles (including braids, locks, and twists));
- Color;
- Age (40 or older);
- Religious creed, including belief, observance, and practices (such as dress or grooming practices);
- National origin, including the individual's or ancestors' actual or perceived:
 - Physical cultural, or linguistic characteristics associate with a national origin group;
 - Marriage to or association with persons of a national origin group;
 - Tribal affiliation;



- Membership in or association with an organization identified with or seeking to promote the interests of a national origin group;
- Attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group, and
- Name that is association with a national origin group.

National origin groups include, but are not limited to, ethnic groups, geographic places of origin, and countries that are not presently in existence.

- Ancestry;
- Physical disability, including HIV or AIDS;
- Mental disability;
- Reproductive health decision-making, including a decision to use or access a particular drug, device, product, or medical service for reproductive health;
- Medical condition, including any cancer related physical or mental health impairment from a diagnosis, record, or history of cancer, or genetic characteristic;
- Genetic information, including information about:
 - An individual's genetic tests;
 - A family members' genetic tests;
 - A family members' diseases or disorders;
 - An individual's or family member's receipt of, or request for, genetic services, and
 - Participation by an individual or their family member in clinical research that includes genetic services;
- Marital status;
- Sex, including pregnancy, childbirth, breast feeding, or medical conditions related to pregnancy, childbirth, or breast feeding.
- Gender;
- Gender expression, meaning a person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex at birth;
- Gender identity, meaning a person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male or female, a gender different from the person's sex assigned at birth, or transgender.
- Sexual orientation, including heterosexuality, homosexuality, and bisexuality;
- Military or veteran status, including past, current, or prospective service in the uniformed services; or
- Any other characteristic protected by federal, state, or local law.

For purposes of this policy, discrimination based on "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States.

BrightSpring abides by this policy with respect to recruitment, hiring, placement, promotion, training, compensation, benefits, and general treatment during employment.

An Employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law. Employees



should self-identify their preferred gender, name and/or pronoun. BrightSpring will use an Employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation mandated by law. Otherwise, BrightSpring will identify the Employee in accordance with the Employee's current gender identity and preferred name.

BrightSpring will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic protected by applicable federal, state or local law. BrightSpring will not retaliate or otherwise discriminate against applicants or Employees who request reasonable accommodation for reasons related to disability or religion. Our commitment to equal employment opportunity applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any Employee (including a supervisor/manager or co-worker), agent, client, customer or vendor, or other third party.

Prohibited Harassment

BrightSpring is committed to providing a work environment that is free of illicit harassment based on any protected characteristic. As a result, BrightSpring maintains a strict policy prohibiting sexual harassment and harassment against Employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived:

- Race, including traits associated with race (such as hair texture and protective hairstyles (including braids, locks, and twists));
- Color;
- Age (40 or older);
- Religious creed, including belief, observance, and practices (such as dress or grooming practices);
- National origin, including the individual's or ancestors' actual or perceived:
 - Physical cultural, or linguistic characteristics associate with a national origin group;
 - Marriage to or association with persons of a national origin group;
 - Tribal affiliation;
 - Membership in or association with an organization identified with or seeking to promote the interests of a national origin group;
 - Attendance or participation in schools, churches, temples, mosques, or other religious institutions generally used by persons of a national origin group, and
 - Name that is association with a national origin group.

National origin groups include, but are not limited to, ethnic groups, geographic places of origin, and countries that are not presently in existence.

- Ancestry;
- Physical disability, including HIV or AIDS;
- Mental disability;
- Reproductive health decision-making, including a decision to use or access a particular drug, device, product, or medical service for reproductive health;
- Medical condition, including any cancer related physical or mental health impairment from a diagnosis, record, or history of cancer, or genetic characteristic;
- Genetic information, including information about:
 - An individual's genetic tests;
 - A family members' genetic tests;



- A family members' diseases or disorders;
- An individual's or family member's receipt of, or request for, genetic services, and
- Participation by an individual or their family member in clinical research that includes genetic services;
- Marital status;
- Sex, including pregnancy, childbirth, breast feeding, or medical conditions related to pregnancy, childbirth, or breast feeding.
- Gender;
- Gender expression, meaning a person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex at birth (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify);
- Gender identity, meaning a person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male or female, a gender different from the person's sex assigned at birth, or transgender.
- Sexual orientation, including heterosexuality, homosexuality, and bisexuality;
- Military or veteran status, including past, current, or prospective service in the uniformed services; or
- Any other characteristic protected by federal, state, or local law.

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States.

All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other-third party interacting with BrightSpring ("third parties") and prohibits proscribed harassing conduct by any Employee or third-party of BrightSpring, including nonsupervisory Employees, supervisors and managers. If such harassment occurs on BrightSpring premises or is directed toward an Employee or a third-party interacting with BrightSpring, the procedures in this policy should be followed.

Sexual Harassment Defined

Sexual harassment means any harassment based on someone's sex, sexual orientation, or gender, as described in this policy. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request, or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request, or conduct is used as a basis for employment decisions.



- Such advances, requests, or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance by creating an intimidating, hostile, or offensive work environment.

BrightSpring will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, epithets, derogatory statements, slurs, sexually-related comments or jokes, unwelcome sexual advances, or requests for sexual favors).
- Physical (for example, assault, inappropriate physical contact, or impeding or blocking movements).
- Visual (for example, displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts, leering, or making sexual gestures).
- Online (for example, derogatory statements or sexually suggestive postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).

This list is illustrative only and not exhaustive. Harassment can occur in the workplace, after hours, or on social media, and it all should be reported. No form of sexual harassment will be tolerated by BrightSpring.

Retaliation for reporting harassment or threatening to report sexual harassment is strictly prohibited.

An Employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An Employee who engages in unlawful harassment may be personally liable for harassment even if BrightSpring had no knowledge of such conduct.

Other Types of Harassment

Other types of harassment are also strictly prohibited. This includes harassment on the basis of any legally protected classification, including, but not limited to: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, national origin, ancestry, physical disability (including HIV/AIDS) and mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military or veteran status, immigration status or any other consideration protected by federal, state or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, or derogatory comments based on an individual's protected classification);
- Physical (for example, assault or inappropriate physical contact);
- Visual (for example, displaying derogatory posters, cartoons, or drawings, or making derogatory gestures); or
- Online (for example, derogatory statements or postings in any social media platform including Facebook, Twitter, Instagram, Snapchat, etc.).



This list is illustrative only and not exhaustive. Harassment can occur in the workplace, after hours, or on social media, and it all should be reported. No form of sexual harassment will be tolerated by BrightSpring.

Retaliation for reporting harassment or threatening to report sexual harassment is strictly prohibited.

Abusive Conduct Prevention

It is expected that BrightSpring and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of managements' expectations, during working times, and that they and refrain from any malicious, patently offensive, or abusive conduct including but not limited to conduct that a reasonable person would find offensive. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Protection Against Retaliation

BrightSpring strictly prohibits and does not tolerate unlawful retaliation. All forms of unlawful retaliation are prohibited, including any form of discipline, reprisal, intimidation, or other form of retaliation for participating in any activity protected by federal, state, or local law. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Protected activities include:

- Asserting rights under federal, state, or local laws, such as lodging a good faith internal complaint (written or oral) with human resources or management specifically opposing unlawful discrimination or harassment, or participating in any workplace investigation;
- Complaining about violations of wage and hour law;
- Filing a good faith complaint of unlawful discrimination or harassment with the US Equal Employment Opportunity Commission (EEOC), the California Civil Rights Department (CRD), or in court;
- Participating in BrightSpring's internal investigation into allegations of discrimination or harassment;
- Supporting another employee's internal or administrative complaint of unlawful discrimination (by, for example, testifying or providing an affidavit in support of a coworker who has filed a discrimination complaint with the EEOC or CRD)
- Filing a good faith complaint with the US Department of Labor (DOL), California Division of Labor Standards Enforcement (DLSE), or in court about wage and hour violations or unfair pay practices, or participating in a wage and hour investigation or audit conducted by the DOL, DLSE, or local administrative agency;
- Requesting an accommodation under the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Pregnant Workers Fairness Act, or California's FEHA;
- Requesting or taking leave under the Family and Medical Leave Act, the California Family Rights Act, or California's Pregnancy Disability Leave;



- Filing a worker's compensation claim; or
- Assisting or attempting to enforce the California Fair Pay Act.

The examples above are illustrative only, and not exhaustive.

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Any employee who feels they have been subjected to any conduct that violates BrightSpring's discrimination, harassment, retaliation, and abusive conduct policies, and/or who is witness to a potential act that violates such policies has a responsibility to report the matter to their respective Human Resources representative, supervisor/manager, or to the Head of Human Resources. Additionally, the employee can report the matter on the Compliance Action Line by calling 1-866-293-3863. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to Human Resources or to the Compliance Action Line.

In the event it is determined this policy has been violated, appropriate corrective action, up to and including termination, will be taken promptly, maintaining confidentiality to the extent possible. Any retaliation against an employee for reporting discrimination, harassment, retaliation, or abusive conduct that violates BrightSpring's policies, or participates in an investigation of such conduct, is prohibited.

The EEOC and CRD will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agencies' websites. The EEOC may be contacted at 800-669-4000 or at www.eeoc.gov/contact-eeoc/. The CRD may be contacted at 800-884-1684 or at <https://calcivilrights.ca.gov/>. The CRD Sexual Harassment Prevention training may be accessed at <https://calcivilrights.ca.gov/shpt/>.

Religious Accommodation

BrightSpring will provide reasonable accommodation for Employees' religious beliefs, observances and practices when a need for such accommodation is identified, and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an Employee's religious beliefs, observances, or practices and the Employee's job requirements without causing undue hardship to BrightSpring.

BrightSpring has developed an accommodation process to assist Employees. Through this process, BrightSpring establishes a system of open communication between Employees and BrightSpring to discuss conflicts between religion and work and to take action to provide reasonable accommodation for Employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests.

Any Employee who perceives a conflict between job requirements and a religious belief, observance, or practice should bring the conflict and their request for accommodation to the attention to Human Resources to initiate the accommodation process. BrightSpring asks that accommodation requests be made in writing, and, in the case of schedule adjustments, as far in advance as possible.

BrightSpring will not retaliate or otherwise discriminate against an Employee or applicant because they request an accommodation in accordance with this policy.



Lactation Accommodation

An Employee who is a nursing mother is eligible to take a reasonable amount of break time to express breast milk for the employee's infant child each time the employee has a need to express breast milk, regardless of the Employee's length of service.

Employees have the right to request lactation accommodation. To request lactation accommodation, the Employee should notify their Supervisor/Manager and Human Resources. If BrightSpring cannot provide break time or a location that complies with this Lactation Accommodation policy, the Employee requesting the accommodation will be notified in writing.

If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the Employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for non-exempt Employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, Employees should work with their supervisor or Human Resources representative regarding scheduling and reporting the extra break time.

Because exempt Employees receive their full salary during weeks in which they work, all exempt Employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

BrightSpring will provide Employees with the use of a room or other location to express milk in private, unless doing so would impose an undue hardship on BrightSpring's operations; in which case BrightSpring will still make reasonable efforts to provide an Employee with the use of a room or other location, other than a toilet stall, in close proximity to the Employee's work area, for the Employee to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean and free from hazardous materials in close proximity to the Employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the Employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating Employees who pump breast milk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may be used for other purposes. However, during times when an Employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or a Human Resources representative.

Any non-exempt Employee who is not provided with a break as requested to express milk should immediately contact Human Resources.



BrightSpring will not discriminate or retaliate against an Employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.



Personal Attendant Addendum – Homecare/Personal Care Direct Care Staff

Direct care staff who qualify as Personal Attendants under California law are subject to different rules for meal periods, rest breaks, and overtime than other California employees. BrightSpring/All Ways Caring Homecare policy for such employees follows California law and is set forth in this Personal Attendant Addendum.

Generally speaking, this will apply to direct care staff in the All Ways Caring Homecare business line conducted by specific subsidiary companies that are registered to do business in California. Nothing contained herein is intended to suggest such individuals are employed by any entity other than the direct employer shown on their individual wage statements.

Personal Attendant Work

Whether an employee qualifies as a Personal Attendant is dependent upon the type of work they perform each workday. Personal Attendants are employees who devote 80% or more of their daily work to providing independent living care to clients. Examples of this work include: Assistance with feeding

- Assistance with dressing
- Assistance with activities of daily living, such as bathing, showering, getting in or out of bed or chair and using a toilet
- Assistance with obtaining medical care
- Preparing meals
- Shopping for groceries or personal items
- Using a telephone
- Taking the client on an outing
- Performing housework (e.g., laundry, changing linens, making the bed, cooking meals, cleaning up after meals, cleaning up after the client, and cleaning the client's living area) *when such activities are related to the independent living of the person and cannot be performed by himself or herself alone due to health or age limitations*
- Providing companionship or otherwise monitoring or supervising the client

The foregoing is not an exhaustive list of Personal Attendant tasks. Any work related to the maintenance and care of a client, which the client cannot perform himself or herself due to health or age limitations, generally qualifies as Personal Attendant work.

Employees who qualify as Personal Attendants should not perform general housework or provide services for any individual in the home other than the client except on rare occasions. All Ways Caring client assignments are specifically structured to avoid work that is not directly related to the care of the client.

Employees who qualify as Personal Attendants are required to immediately notify office staff and their supervisors if, on any workday, 20% or more of their work consists of general



housework or work that is not directly related to the care of the client. Upon such notice, All Ways Caring office personnel will evaluate the work being performed and immediately adjust it as necessary to ensure the work being performed is related to the care of the client. Further, employees may be paid additional compensation for such day(s) if required under applicable law.

Employees who qualify as Personal Attendants are required to sign the form entitled *Explanation of Personal Attendant Rules – California*. All Ways Caring office and management staff must ensure that current copies of these signed forms are maintained in employee personnel files.

Personal Attendant Breaks

Employees who qualify as Personal Attendants are not entitled to off-duty meal and rest breaks given the nature of their work, which requires near constant care and support for All Ways Caring clients. Instead, employees who are Personal Attendants will take their meals on-duty and while providing client care. Such employees are similarly not entitled to dedicated rest breaks.

NOTE: The Personal Attendant meal and rest break exemption only applies to work performed in the client's home (including a dedicated apartment or similar space in a retirement or independent living facility). If the client leaves their home for an extended stay away – such as at an assisted living facility, rehabilitation center, or hospital – and the employee accompanies them, the Personal Attendant exemption will no longer apply. In such circumstances, the Employee must be provided with meal and rest breaks in accordance with the Meal Periods and Rest Periods sections in this Handbook.

Personal Attendant Overtime

Employees who qualify as Personal Attendants are subject to different overtime rules than other employees and shall be compensated as follows:

- One and one-half times the Employee's regular rate of pay for all hours worked in excess of nine hours in any workday (the requirement under California state law);
- One and one-half times the Employee's regular rate of pay for all hours worked in excess of 40 hours in any week (the requirement under federal law).

Employees who qualify as Personal Attendants are not eligible for double-time or other overtime increases that are available to non-Personal Attendant employees.