U.S. Department of Justice

Antitrust Division

450 Golden Gate Avenue, Room 10-0101
San Francisco, CA 94102

November 9, 2026

Counsel for Aveanna Healthcare AS, LLC

Re: *Aveanna Healthcare AS, LLC Non-Prosecution Agreement*

Dear Counsel:

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice ("Antitrust Division") and Aveanna Healthcare AS, LLC ("the Company")[1] concerning the Antitrust Division's criminal investigation into the conspiracy to fix the wage rates of Registered Nurses ("RNs") and Licensed Practical Nurses ("LPNs") that provided home healthcare nursing services in Las Vegas, Nevada ("Relevant Offense") from March 2016 through May 2019 (the "Conspiracy Period").

1. Subject to the Company's satisfaction of the obligations set forth in this Non-Prosecution Agreement (the "Agreement"), the Antitrust Division agrees that, except as provided by this Agreement, it will not bring criminal or civil charges against Aveanna, or any and all predecessor entities or any subsidiary thereof, including but not limited to the Company, Epic Health Services, Inc., and JED ADAM Enterprises, LLC, for any act or offense committed before the date of this Agreement involving the conduct described in Exhibit A. The non-prosecution terms of this paragraph do not apply to (a) any violation of the federal tax or securities laws, perjury or subornation of perjury (18 U.S.C. §§ 1621-22), making a false statement or declaration (18 U.S.C. §§ 1001, 1623), obstruction of justice (18 U.S.C. §§ 1503 *et seq.*), or contempt (18 U.S.C. §§ 401-402); (b) any crimes of violence; or (c) any conspiracy or attempt to commit the offenses listed above in subsections (a) and (b).

2. This Agreement does not provide any protection against prosecution of the Company or any other Aveanna entity, named or unnamed in the Agreement, for conduct unrelated to the conduct described in Exhibit A. Such conduct will not be exempt from prosecution and is not within the scope of or relevant to this Agreement.

[1] The Company is a wholly owned subsidiary of Aveanna Healthcare Holdings, Inc. Aveanna Healthcare Holdings, Inc. and its subsidiaries, including the Company, are referred to collectively herein as "Aveanna".

3. This Agreement does not provide any protection against prosecution of any individuals, regardless of their affiliation with Aveanna.

4. The Antitrust Division enters into this Agreement based on the facts and circumstances presented by this case and the Company, including:

   a. The Company's admission of the facts set forth in Exhibit A;

   b. A conviction (including a guilty plea) of Aveanna or its subsidiaries would potentially result in exclusion from participation in any federal healthcare programs under 42 U.S.C. § 1320a-7 for a period of not less than five years, which in turn would result in substantial adverse consequences to Aveanna's patients and employees;

   c. A conviction (including a guilty plea) of Aveanna or its subsidiaries would potentially result in an administrator of a state Medicaid program revoking enrollment in the state Medicaid program under 42 C.F.R. § 1002.3(a);

   d. The Company's monetary and non-monetary commitments to the Antitrust Division to resolve liability associated with the conduct;

   e. The interests of the victims, including the Company's agreement to pay compensation to the nurses affected by the conspiracy in the amount of $3,857,470 as described in Paragraph 5;

   f. The steps Aveanna has taken to enhance its compliance, ethics, and training programs and otherwise engage in robust remedial measures;

   g. The fact that Aveanna has no prior criminal history; and

   h. This Agreement can ensure that integrity has been restored to Aveanna and its subsidiaries' operations and preserve its financial viability while preserving the United States' ability to prosecute Aveanna and its subsidiaries should material breaches occur as set forth in Paragraph 10.

5. Accordingly, after considering the relevant factors enumerated in subparagraphs (a) through (h) in Paragraph 4 above, as well as other factors, the Antitrust Division has determined that the appropriate resolution of the case regarding the Company is a non-prosecution agreement with the Company, a monetary penalty to the United States of $112,000 ("Penalty"), and restitution of $3,857,470 ("Restitution"), as set forth below:

   a. The Company and the Antitrust Division agree that this penalty is appropriate given the facts and circumstances of this case, including the relevant factors described in Paragraph 4.

b. The Company agrees to pay the Penalty to the United States Treasury within ten (10) business days after the execution of this Agreement. The Company shall hire a settlement administrator, to be approved by the Antitrust Division (the "Approved Administrator"), which approval shall not be unreasonably withheld, to distribute the individual restitution payments to the nurses. The Antitrust Division shall provide the Approved Administrator with a list of victims, their identifying information, and their loss amounts. The Company agrees to pay the Restitution to the Approved Administrator for distribution within six (6) months after the execution of this Agreement. The Antitrust Division and the Company agree that any portion of the Restitution that remains unclaimed after 18 months following execution of this Agreement shall be returned to the Company.

6. The Company agrees that it shall not, through present or future attorneys, owners, officers, directors, employees, agents, or any other persons authorized to speak for Aveanna, make any public statement, in litigation or otherwise, contradicting the Statement of Facts in Exhibit A. The Company understands and acknowledges that Aveanna's compliance with this paragraph constitutes a significant and important component of this Agreement and the Antitrust Division's determination whether the Company has satisfied its obligations under the Agreement. This paragraph is not intended to impose an obligation upon employees without knowledge of the underlying facts to testify in their individual capacity about events concerning which they lack information or knowledge. For the avoidance of doubt, Aveanna, including any of its subsidiaries and/or affiliates, may make public statements, including in the context of a press release, provided that they do not contradict the Statement of Facts in Exhibit A. Further, nothing in this paragraph precludes Aveanna, including any of its subsidiaries and/or affiliates, from taking good faith positions in any context, including in any litigation or regulatory proceeding, provided that they do not contradict the Statement of Facts in Exhibit A.

7. The Company's obligations under this Agreement, other than the obligations set forth in Paragraph 6, shall have a term of six (6) months from the date on which the Agreement is executed (the "Term"). At the conclusion of the Term, the Company, by its Board of Managers, shall certify in writing to the Antitrust Division that it has met its obligations under the Agreement, including payment of the Penalty and Restitution, as set forth in Exhibit B. Consistent with Exhibit B, that certification shall be deemed a material statement and representation by the Company and its Board of Managers to the Antitrust Division for purposes of 18 U.S.C. §§ 1001 and 1519. The Company and its Board of Managers understand and acknowledge that this certification constitutes a significant and important component of this Agreement and the Antitrust Division's determination whether the Company has satisfied its obligations under the Agreement.

8. During the Term, should Aveanna or its subsidiaries, including its Board of Directors, learn of any evidence or allegation that may constitute a criminal violation of antitrust laws, Aveanna or its subsidiaries shall promptly report such evidence or allegation to the Antitrust Division.

9. The Company represents and has provided information to the satisfaction of the Division, that, since the Conspiracy Period, Aveanna has enhanced and has committed to continuing to enhance its antitrust compliance program, policies, procedures, and internal controls relating to compliance with the Sherman Antitrust Act and other applicable antitrust laws and regulations including, but not limited to, implementing a training program designed to detect and prevent violations of antitrust laws. The Company represents that the compliance and ethics training program has been implemented company-wide at all Aveanna entities, named or unnamed in the Agreement. The Company agrees that, during the Term, it shall promptly answer any questions about Aveanna's antitrust compliance and ethics program asked by the Antitrust Division and agrees to meet with the Antitrust Division regarding that program as may be requested by the Antitrust Division. In addition to the steps it has taken to remediate the misconduct that is the subject of this investigation, Aveanna and its subsidiaries will continue to periodically review their antitrust compliance programs and make all appropriate adjustments and updates based on changes in the relevant operations, circumstances, legal developments, and industry practices.

10. If, during the Term, Aveanna and its subsidiaries (a) commits any felony under U.S. federal law; or (b) fails to implement or maintain an antitrust compliance and ethics program as set forth in Paragraph 9 of this Agreement; or (c) otherwise fails specifically to perform or to fulfill completely each of Aveanna and its subsidiaries' (including the Company's) obligations under this Agreement, regardless of whether the Antitrust Division becomes aware of such a breach after the Term is complete, Aveanna and its subsidiaries shall thereafter be subject to prosecution for any federal crime of which the Antitrust Division has knowledge, including, but not limited to, the conduct described in the attached Statement of Facts in Exhibit A, which may be pursued by the Antitrust Division in any appropriate venue and against any appropriate Aveanna entity or subsidiary (not limited to the Company).

    a. Determination of whether the Company has breached the Agreement and whether to pursue prosecution against Aveanna, or its subsidiaries including the Company, shall be in the Antitrust Division's sole discretion.

    b. Any such prosecution relating to the conduct described in the attached Statement of Facts in Exhibit A or relating to conduct known to the Antitrust Division prior to the date on which this Agreement was executed that is not time-barred by the applicable statute of limitations on the date of the execution of this Agreement may be commenced against Aveanna or its subsidiaries including the Company, notwithstanding the expiration of the statute of limitations, between the execution of this Agreement and the expiration of the Term plus one year. Accordingly, by signing this Agreement, Aveanna agrees that the statute of limitations with respect to any such prosecution that is not time-barred on the date of the execution of this Agreement shall be tolled for the Term plus one year. In addition, Aveanna

agrees that the statute of limitations as to any violation of federal law that occurs during the Term will be tolled from the date upon which the violation occurs until the earlier of the date upon which the Antitrust Division is made aware of the violation or the duration of the Term plus five years, and that this period shall be excluded from any calculation of time for purposes of the application of the applicable statute of limitations.

c. In the event the Antitrust Division determines that the Company has breached this Agreement, the Antitrust Division agrees to provide the Company with written notice of such breach prior to instituting any prosecution resulting from the breach. Within thirty days of receipt of such notice, the Company shall have the opportunity to respond to the Antitrust Division in writing to explain the nature and circumstances of the breach, as well as actions the Company has taken to address and remediate the situation, which explanation the Antitrust Division shall consider in determining whether to pursue prosecution of Aveanna or its subsidiaries.

d. In the event the Antitrust Division determines that the Company has breached this Agreement, the Company agrees (a) that, if relevant, all statements made by the Company to the Antitrust Division, including those statements made in the attached Statement of Facts in Exhibit A and any testimony given by the Company, or such current or former employees of Aveanna, before a grand jury, a court, or any tribunal, whether prior or subsequent to the execution of this Agreement, and any leads or evidence derived from such statements or testimony, shall be admissible in evidence in any criminal proceeding brought by the Antitrust Division against the Company and (b) that the Company shall not assert any claim under the United States Constitution, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that any such statements or testimony made by or on behalf of the Company, or any leads or evidence derived therefrom, should be suppressed or are otherwise inadmissible.

11. This Agreement is binding on the Company and the Antitrust Division, but it does not bind any other component of the Department of Justice, other federal agencies, or any state, local, or foreign law enforcement or regulatory agency. The Company understands that it may be subject to suspension or debarment action by state or federal agencies based upon this Agreement, and that this Agreement in no way controls what action, if any, other agencies may take. However, the Antitrust Division agrees that, if requested in writing by the Company, the Antitrust Division will promptly advise the appropriate officials of any governmental agency considering such action of the fact, manner, and extent of the remediation by the Company, as well as the Statement of Facts in Exhibit A, as a matter for that agency to consider before determining what action, if any, to take. By agreeing to provide this information to such agencies, the Antitrust Division is not agreeing to advocate on behalf of the Company, but rather is agreeing to provide facts to be evaluated independently by such agencies.

12. The Company represents that the undersigned member of its Board of Managers is authorized to execute this Agreement and has the authority to bind the Company to its terms, as certified by counsel in Exhibit C. Likewise, the undersigned representatives of the Antitrust Division represent that they have the authority to bind the Antitrust Division to this Agreement's terms.

13. This Agreement, including all exhibits thereto, sets forth all of the terms of the agreement between the Antitrust Division and the Company and, except as set forth in the Agreement, there are no promises, understandings, or agreements of any kind between the Antitrust Division and the Company or its counsel (apart from prior agreements tolling the statute of limitations). No amendments, modifications, or additions to the Agreement may be entered into unless they are in writing and signed by the Antitrust Division, the Company, and the Company's counsel.

14. This Agreement is covered by the laws of the United States. The Company agrees that exclusive jurisdiction and venue for any dispute arising under it is in the United States District Court for the District of Nevada.

15. All notices and reports to the Antitrust Division required or permitted under this Agreement shall be in writing and sent by overnight mail and e-mail, addressed to the Antitrust Division as follows:

United States Department of Justice,
Antitrust Division San Francisco Office
Attn: Leslie A. Wulff, Section Chief
450 Golden Gate Avenue, Room 10-0101
San Francisco, CA 94102

16. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same agreement. Faxed or electronically submitted signatures are acceptable and binding signatures for purposes of this Agreement.

Sincerely yours,

Date: _____ By: Daniel Glad/vs Digitally signed by DANIEL GLAD Date: 2026.11.12 10:40:24 -05'00'

Daniel W. Glad
Acting Deputy Assistant Attorney General
United States Department of Justice
Antitrust Division

AGREED AND CONSENTED TO:

Aveanna Healthcare AS, LLC

Date: 11/9/2026 By: Jeffrey Shaner

Jeff Shaner
Member of the Board of Managers
Aveanna Healthcare AS, LLC

Date: 11/9/2026 By: Tammy Tsoumas

Tammy Tsoumas
Counsel for Aveanna Healthcare AS, LLC