UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 18, 2026

PACS GROUP, INC.
(Exact name of registrant as specified in its charter)

Delaware	001-42011	92-3144268
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification Number)

90 S. 400 W. Suite 700
Salt Lake City, Utah 84101
(Address of principal executive offices, including Zip Code)

Registrant's telephone number, including area code: (801) 447-9829

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.001 par value per share	**PACS**	**The New York Stock Exchange**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On September 18, 2026, PACS Group, Inc. (the "Company") and John Mitchell entered into a transition agreement (the "Transition Agreement") in connection with Mr. Mitchell's retirement as Chief Legal Officer and Secretary of the Company, effective September 18, 2026.

Transition Agreement with John Mitchell

Pursuant to the Transition Agreement, Mr. Mitchell's service as Chief Legal Officer and Secretary concluded September 18, 2026 (the "Separation Date"). Following the Separation Date, Mr. Mitchell will provide transition consulting services to the Company as a non-employee consultant for a period of up to 12 months. Subject to his execution of a release of claims and his continued compliance with certain restrictive covenants, Mr. Mitchell will receive 12 months of base salary continuation, and the Company has agreed to subsidize Mr. Mitchell's COBRA premiums for 12 months from the Separation Date, or, if later, until the end of the consulting period. Mr. Mitchell will also receive accelerated vesting on the Separation Date of the portion of his outstanding restricted stock units that would have vested during the following 12 months and continued vesting of his remaining unvested restricted stock units in equal quarterly installments over the consulting period, subject to his continued service. Any restricted stock units that remain unvested at the end of the consulting period would be forfeited, and shares delivered upon vesting during the consulting period would be subject to specified daily and monthly limits on transfer.

The foregoing description of the Transition Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Transition Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On September 21, 2026, the Company issued a press release announcing that Patrick J. Murphy will succeed Mr. Mitchell as Chief Legal Officer and Secretary, effective September 21, 2026. A copy of the press release is being furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information contained in this Item 7.01 (including Exhibit 99.1 hereto) shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Transition and Release Agreement with PACS Group, Inc. and John Mitchell, datedSeptember 18, 2026
99.1	Press Release of the Company dated September 21, 2026 (furnished herewith)
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PACS GROUP, INC.

Date: September 21, 2026

By: /s/ Jason Murray
Jason Murray
Director, Chairman, and Chief Executive Officer

TRANSITION AND RELEASE AGREEMENT

This Transition and Release Agreement (the " ***Agreement***") is made and entered into by and among John Mitchell (" ***Employee***"), PACS Group, Inc. ("***PubCo***") and Providence Administrative Consulting Services, Inc. (together with PubCo, the " ***Company***"). This Agreement shall be effective on the date on which Employee executes this Agreement (the "***Effective Date***"). The purpose of this Agreement is to provide separation pay to ease Employee's transition from the Company in connection with Employee's retirement, to provide for the transition of Executive's role with the Company from that of Chief Legal Officer to that of a non-employee consultant to the Company, effective as of the Separation Date (as defined below), and to settle and resolve any and all disputes and controversies of any nature existing between Employee and the Company, including, but not limited to, any claims arising out of Employee's employment with, and separation from, the Company.

1. Separation of Employment.

(a) *Separation Date.* Employee's last day of employment with the Company shall be September 18, 2026 (the "***Separation Date***").

(b) *Transition Period*. During the period, if any, commencing on the Effective Date and ending on the Separation Date, Employee shall continue to serve as Chief Legal Officer of the Company and will continue to perform his duties, responsibilities and functions to the Company as are usual and customary for his position, shall continue to work remotely consistent with current practice, and shall continue to receive the same base salary as in effect on the Effective Date, as well as remain eligible to receive the same bonus opportunity and participation under the health and welfare benefit plans and programs maintained by the Company as of the Effective Date.

(c) *Termination of Employment*. On the Separation Date, Employee will resign from any and all titles, positions, or directorships Employee may hold with the Company (and any of its affiliates and subsidiaries), including, without limitation, Employee's position as Chief Legal Officer and Secretary of the Company. Employee shall execute any additional documentation necessary to effectuate such resignations. For the avoidance of doubt, effective as of the Separation Date, Employee shall automatically be deemed to have resigned or been removed from all positions he holds, including without limitation as an officer, employee, or director of the Company or any affiliate thereof. Effective as of the Separation Date, Employee's employment with the Company and all of its affiliates and subsidiaries shall terminate and Employee shall cease to be an employee of all of the foregoing. Following the Separation Date, the Company shall use commercially reasonable efforts to update necessary regulatory filings (for example, CMS 855 information) in due course and consistent with applicable law to reflect that Employee is no longer an officer or employee of the Company or its subsidiaries or affiliates as of the Separation Date.

(d) *Return of Company Property*. Employee shall, prior to the Separation Date, return to the Company any and all property and equipment of the Company of which Employee is aware is in his possession after a reasonable search, including (i) all keys, files, lists, books and records (and copies thereof) of, or in connection with, the Company's business, equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, cellular phones and pagers, together with any passwords to those devices), access or credit cards, Company identification, and all other property belonging to the Company in Employee's possession or control, and (ii) all documents and copies, including hard and electronic copies, of documents in Employee's possession relating to any Confidential Information (as defined below), including without limitation, internal and external business forms, manuals, correspondence, notes and computer programs (in each case of (i) and (ii), unless otherwise agreed by the Chief Executive Officer of the Company with respect to property necessary to be retained by Employee in connection with his services under the Consulting Agreement (as defined below)), and that Employee has not knowingly made or retained, and shall not knowingly make or retain, any copy or extract of any of the foregoing; provided, however, that Employee may retain Employee's telephone, contacts, and address book and copies of Employee's own personnel, payroll, equity and benefit documents.

2. Accrued Obligations. Upon the Separation Date, the Company will pay to Employee (i) all accrued salary and all accrued, unused vacation / paid time off through the Separation Date, and (ii) any unreimbursed business expenses incurred by Employee, in accordance with Company policy, prior to the Separation Date (collectively, the "***Accrued Obligations***"). In addition, Employee shall be entitled to receive his earned bonus payments as of the Separation Date under the Executive Bonus Program, including an amount prorated for the portion of the applicable bonus period elapsed through the Separation Date (the "***Executive Bonus***") and will be paid to Employee as and when such bonuses are paid to the Company's executive officers generally. Notwithstanding Employee's termination of employment on the Separation Date or anything contained in this Agreement, the Executive Bonus shall continue to be subject to the terms and conditions of the Clawback Policy, as set forth (and as defined) in Section 14. Furthermore, the parties acknowledge that Employee participates in the Company's Deferred Compensation Plan, and Employee's funds in that plan will be distributed to Employee when and as provided under the terms of that plan, which remains in force and effect pursuant to its terms and is not otherwise impacted by this Agreement. Additionally, Employee has term life insurance provided by the Company in connection with his employment with the Company, and the Company will, if requested by Employee, cooperate in good faith to use commercially reasonable efforts to allow Employee to convert or port such life insurance to Employee (which shall include Employee assuming responsibility for premium payments and any associated tax liabilities on such life insurance policy following the Separation Date, which Employee acknowledges may not be identical to the premium payments prior to the Separation Date), to the extent permitted by the terms of the applicable life insurance policy (including instructing the insurance broker to that effect, as needed). Employee acknowledges that the treatment of Employee's term life insurance pursuant to the foregoing sentence may result in taxable income to Employee.

3. Separation Benefits.

(a) *Separation Benefits*. Subject to Section 4 below, in consideration of, subject to and conditioned upon (i) Employee's timely execution of the release of claims attached hereto as Exhibit A (the "***Release***") on or within 21 days after the Separation Date (the "***Release Deadline***"), **but in no event prior to the Separation Date**, and Employee's non-revocation of the Release in accordance with its terms, and (ii) Employee's continued compliance with the Restrictive Covenants (as defined below), subject to the requirements of the Internal Revenue Code of 1986, as amended (the "***Code***"), the Company agrees to provide Employee with the following separation benefits (the "***Separation Benefits***"):

(1) *Cash Severance.* Employee shall be entitled to continued payment of Employee's base salary at the rate in effect on the Separation Date through the 12-month anniversary of the Separation Date, in accordance with the Company's then-current payroll policies and practices. The payments under this Section 3(a)(1) shall commence with the first payroll period following the 60th day following the Separation Date, and the first payment shall include all accrued amounts from the Separation Date;

(2) *COBRA Premium Payment.* If Employee properly elects healthcare continuation coverage under the Company's group health plans pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***"), then the Company shall subsidize the COBRA premiums for Employee and Employee's covered dependents until the date that is the later of (i) 12 months from the Separation Date and (ii) the Consulting Termination Date (as defined in the Consulting Agreement) (in either case, the "***COBRA Period***" and such payment, the "***COBRA Premium Payment***"); provided, however, that in the event that the COBRA Period extends beyond 18 months from the Separation Date, the Company will instead reimburse Employee a monthly dollar amount equivalent to the last monthly COBRA Premium Payment for each subsequent month (or portion thereof) during the COBRA Period, to facilitate Employee obtaining insurance privately on his own, and Employee acknowledges that such payments may result in taxable income to Employee; and provided, further, that the Company shall not subsidize COBRA premiums for any health flexible savings accounts or health reimbursement arrangements. Such subsidy shall be made by direct payment, and shall equal an amount determined based on the same benefit levels and cost to Employee as would have applied based on Employee's elections in effect on the Separation Date if Employee's employment had not been terminated. Notwithstanding the foregoing, (A) if any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Code Section 409A under Treasury Regulation Section 1.409A-1(a)(5), or (B) the Company is otherwise unable to continue to cover Employee under its group health plans without penalty under applicable law (including without limitation, Section 2716 of the Public Health Service Act), then, in either case, an amount equal to each remaining Company reimbursement shall thereafter be paid to Employee in substantially equal monthly installments over the COBRA Period (or the remaining portion thereof).

(3) Employee was previously granted restricted stock units of PubCo (the "***RSUs***") pursuant to those certain Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreements (the "***RSU Agreements***") by and between Employee and PubCo. Upon the Separation Date, three hundred forty-six thousand three hundred sixty-eight (346,368) RSU's (which is the portion of Employee's RSUs that would have vested during the 12-month period following the Separation Date, had the Employee remained in continued service with Company during such period and assuming that the shares vest in equal monthly installments, rather than annual installments, over the vesting period) shall accelerate and vest (the "***Accelerated RSUs***"). Employee's remaining three hundred thirty thousand nine hundred fifty-six (330,956) RSUs held by him that are unvested as of the Separation Date (taking into account the accelerated vesting in the preceding sentence) (the "***Remaining RSUs***") will continue to be eligible to vest during the Consulting Period (as defined in the Consulting Agreement) pursuant to the terms of the Consulting Agreement.

(4) *Consulting Agreement.* Following the Separation Date, Employee will provide continued services to the Company pursuant to that certain Consulting Agreement attached hereto as Exhibit B (the "***Consulting Agreement***"), which Consulting Agreement will be executed and delivered by Employee concurrently with his execution and delivery of this Agreement. For the avoidance of doubt, in the event that Employee does not execute the Release on or prior to the Release Deadline, or if he revokes the Release after executing it as specified therein, the Consulting Agreement shall be null and void and Employee shall not be eligible for any of the compensation or benefits thereunder.

(b) *Exclusive Separation Benefits*. The Separation Benefits set forth in Section 3(a) shall be the exclusive separation benefit to which Employee is entitled, unless Employee has breached the provisions of this Agreement, in which case Section 12 shall apply. For clarity, the

Separation Benefits (including the continued vesting of the Remaining RSUs pursuant to the Consulting Agreement) are the only separation payments or benefits to which Employee is entitled, and Employee hereby acknowledges and agrees that he is not, and shall not be, entitled to any duplicative or identical severance payments or benefits under PubCo's Executive Severance Plan (the "***Severance Plan***") or any duplicative or identical accelerated vesting of his outstanding RSUs pursuant to the terms of the applicable RSU Agreement. If Employee does not execute the Release and the Consulting Agreement on or prior to the Release Deadline, or if he revokes the Release after executing it as specified therein, Employee shall not be eligible to receive the Separation Benefits and all of Employee's RSUs held by him that are unvested as of the date of the Separation Date shall be cancelled and forfeited with retroactive effect as of the Separation Date.

4. Withholdings and Other Deductions. All compensation payable to Employee hereunder shall be subject to such withholdings and deductions as the Company is from time to time required to make pursuant to law, governmental regulation or order.

5. Warranty. Employee acknowledges that the Separation Benefits under Section 3(a) of this Agreement constitute additional compensation to which Employee would not be entitled except for Employee's decision to sign this Agreement and to abide by the terms of this Agreement. Employee acknowledges that, upon receipt of the Accrued Obligations, Employee has (i) received all monies and other benefits due to Employee as a result of his employment with and separation from the Company, other than the Separation Benefits and the Executive Bonus, and (ii) no right, title, or interest in or entitlement to any other payments or benefits other than as set forth in this Agreement. Employee further represents that Employee has not sustained a work-related injury or illness which Employee has not previously reported to the Company.

6. Other Protections. Notwithstanding anything in this Agreement or the Release to the contrary, nothing contained in this Agreement or the Release shall prohibit Employee from (i) filing a charge with, reporting possible violations of federal or state law or regulation to, participating in any investigation by, or cooperating with any governmental agency or regulatory entity (including self-regulatory) or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation and/or (ii) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state or local government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to Employee's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding. Pursuant to 18 USC Section 1833(b), Employee acknowledges that (1) Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (2) if Employee files a lawsuit for retaliation by the Releasees (as defined in the Release) for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney and use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Further, nothing in this Agreement (including in the Restrictive Covenant) prevents Employee from (A) exercising any rights Employee may have under Section 7 of the U.S. National Labor Relations Act (the "***NLRA***"), such as the right to engage in concerted activity, including collective action or discussion concerning wages or working conditions, or (B) discussing or disclosing information about unlawful acts in the workplace,

such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

7. Confirmation of Continuing Obligations. Employee hereby expressly reaffirms Employee's obligations under Exhibit B to the RSU Agreements (the "***Restrictive Covenants***"), which exhibit is hereby incorporated by reference, and agrees that such Restrictive Covenants shall survive the Separation Date and any termination of Employee's services to the Company; provided, that, notwithstanding anything to the contrary in Exhibit B to the RSU Agreements, the Non-Competition Restricted Period shall instead extend until the date that is the later of (i) 12 months from the Separation Date and (ii) the Consulting Termination Date. The Company shall be entitled to cease all separation benefits to Employee in the event of Employee's non-compliance with this Section 7.

8. Cooperation. Subject to Section 6, Employee agrees to cooperate with the Company and/or its subsidiaries and affiliates concerning reasonable requests for information: (a) about the business of the Company or its subsidiaries or affiliates during Employee's employment by the Company or during Employee's service with the Company under the Consulting Agreement; (b) the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company and/or its subsidiaries or affiliates which relate to events or occurrences during Employee's employment by the Company or during Employee's service with the Company under the Consulting Agreement; and (c) in connection with any criminal or civil action, prosecution, investigation, or review by any federal, state or local regulatory, quasi- or self-regulatory or self-governing authority or organization as any such investigation or review relates to events or occurrences during Employee's employment by the Company or during Employee's service with the Company under the Consulting Agreement. Employee's cooperation shall include, but not be limited to, being available to meet and speak with officers or employees of the Company and/or its subsidiaries or affiliates and/or their counsel at reasonable times and locations, executing accurate and truthful documents, appearing at the Company's request as a witness at depositions, trials or other proceedings without the necessity of a subpoena, and taking such other actions as may reasonably be requested by the Company and/or its counsel to effectuate the foregoing. In requesting such services, the Company will consider other commitments that Employee may have at the time of the request. The Company shall reimburse Employee for any reasonable expenses actually incurred and pre-approved by the Company in connection with cooperation pursuant to this Section 8. If cooperation pursuant to this Section 8 requires more than 20 hours of Employee's time in any month, the Company shall pay Employee on an hourly basis for such excess time at a rate equal to Employee's final hourly rate while employed by the Company. If employee was salaried, the rate will be determined by dividing the final annual base salary rate by 2080. Nothing in this Agreement is intended to or shall preclude Employee from providing truthful testimony in response to a valid subpoena, court order, regulatory request or other judicial, administrative or legal process or otherwise as required by law. If Employee is required to provide testimony, subject to Section 6, Employee shall notify the Company in writing as promptly as practicable after receiving any such request of the anticipated testimony and at least ten (10) days prior to providing such testimony (or, if such notice is not possible under the circumstances, with as much prior notice as is possible) to afford the Company a reasonable opportunity to challenge the subpoena, court order or similar legal process. Notwithstanding the foregoing, Employee is not required to provide such notice if any law enforcement, regulatory or self-regulatory organization requests or directs Employee not to provide notice.

9. Arbitration.

(a) Employee and the Company agree that any dispute, controversy or claim, however significant, arising out of or in any way relating to Employee's employment with or termination of employment from the Company, including without limitation any dispute, controversy or claim arising out of or in any way relating to any provision of this Agreement (including the validity, scope and enforceability of this arbitration clause), to the fullest extent authorized by applicable law, shall be submitted to final and binding arbitration before a single neutral arbitrator in accordance with the rules of JAMS pursuant to its Employment Arbitration Rules and Procedures, which are available at http://www.jamsadr.com/rules-employment-arbitration/, and the Company will provide a copy upon Employee's request, as the exclusive remedy for resolving any and all such disputes.

(b) The tribunal will consist of a sole neutral arbitrator selected by mutual agreement of the parties (or, absent such mutual agreement, in accordance with the rules of JAMS) and the place of arbitration will be in Salt Lake City, Utah. Each party shall be entitled to all types of remedies and relief otherwise available in court (subject to the limitations set forth herein). The parties agree that any arbitration pursuant to this Agreement shall be brought on an individual, rather than class, collective, or representative basis, and waive the right to pursue any claim subject to arbitration on a class, collective, or representative basis.

(c) The parties to this Agreement hereby expressly and irrevocably submit themselves to the personal jurisdiction of the District Court of the State of Utah (the "***District Court***") for the purpose of compelling arbitration pursuant to this Agreement and for the purpose of any judicial proceedings seeking to confirm, modify or vacate any arbitration award.

(d) To the extent required by applicable law, the fees of the arbitrator and all other costs that are unique to arbitration shall be paid by the Company initially, but if Employee initiates a claim subject to arbitration, Employee shall pay any filing fee up to the amount that Employee would be required to pay if Employee initiated such claim in the District Court. Each party shall be solely responsible for paying its own further costs for the arbitration, including, but not limited to, its own attorneys' fees and/or its own witnesses' fees. The arbitrator may award fees and costs (including attorneys' fees) to the prevailing party where authorized by applicable law.

(e) WAIVER OF TRIAL BY JURY OR COURT. EMPLOYEE AND THE COMPANY UNDERSTAND THAT BY AGREEING TO ARBITRATE ANY ARBITRATION CLAIM, THEY WILL NOT HAVE THE RIGHT TO HAVE ANY ARBITRATION CLAIM DECIDED BY A JURY OR A COURT, BUT SHALL INSTEAD HAVE ANY ARBITRATION CLAIM DECIDED THROUGH ARBITRATION.

(f) WAIVER OF OTHER RIGHTS. EMPLOYEE AND THE COMPANY WAIVE ANY CONSTITUTIONAL OR OTHER RIGHT TO BRING CLAIMS COVERED BY THIS AGREEMENT OTHER THAN IN THEIR INDIVIDUAL CAPACITIES. EXCEPT AS MAY BE PROHIBITED BY LAW, THIS WAIVER INCLUDES THE ABILITY TO ASSERT CLAIMS AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

(g) The parties acknowledge that they are entering into this arbitration provision voluntarily, and are represented by counsel. If any part of this arbitration provision is deemed unenforceable, it is entirely severable from the rest and shall not affect or limit the validity or enforceability of the remainder of the provision, or the Agreement.

10. Code Section 409A.

(a) To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other such guidance that may be issued after the Effective Date (collectively, "***Section 409A***"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Effective Date, the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company shall promptly notify Employee in writing of the determination, providing reasonable detail regarding the determination and underlying rationale, and may thereafter adopt such amendments to this Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effect), or take any other actions that the Company determines are necessary or appropriate to preserve the intended tax treatment of the compensation and benefits payable hereunder, including without limitation actions intended to (i) exempt the compensation and benefits payable under this Agreement from Section 409A, and/or (ii) comply with the requirements of Section 409A, provided, however, that this Section 10 does not, and shall not be construed so as to, create any obligation on the part of the Company to adopt any such amendments, policies or procedures or to take any other such actions. In no event shall the Company, its affiliates or any of their respective officers, directors or advisors be liable for any taxes, interest or penalties imposed under Section 409A or any corresponding provision of state or local law.

(b) Any right under this Agreement to a series of installment payments shall be treated as a right to a series of separate payments. Notwithstanding anything to the contrary in this Agreement, no compensation or benefits shall be paid to Employee during the six-month period following Employee's "separation from service" with the Company (within the meaning of Section 409A) if the Company determines that paying such amounts at the time or times indicated in this Agreement would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six-month period (or such earlier date upon which such amount can be paid under Section 409A without resulting in a prohibited distribution, including as a result of Employee's death), the Company shall pay Employee a lump-sum amount equal to the cumulative amount that would have otherwise been payable to Employee during such period (without interest).

(c) To the extent any reimbursements or in-kind benefits due to Employee under this Agreement constitute "deferred compensation" to which Treasury Regulation Section 1.409A-3(i)(1)(iv) would apply, any such reimbursements or in-kind benefits shall be paid or reimbursed reasonably promptly, but in no event later than December 31st of the year following the year in which the expense was incurred. The amount of any such payments eligible for reimbursement in one year shall not affect the payments or expenses that are eligible for payment or reimbursement in any other taxable year, and Employee's right to such payments or reimbursements of any such expenses shall not be subject to liquidation or exchange for any other benefit.

11. Reserved.

12. Breach. In the event Employee breaches any of Section 7, then any outstanding obligations of the Company hereunder shall immediately terminate, and the Company's covenants hereunder shall be deemed null and void in their entirety. In the event the Company alleges any breach of this Agreement (or the Release, the RSU Agreements, the Consulting Agreement or any other agreement between the Company (including any of its affiliates) and Employee) by Employee, the Company must

promptly provide Employee written notice of the alleged breach(es), with reasonably detailed information explaining the specifics of the alleged breach(es), and, in the event such a notice is so delivered, Employee shall have a 15-day opportunity to cure (to the extent such breach(es) are capable of being cured, as determined by the Board of Directors of PubCo (the "***PubCo Board***") in its sole discretion).

13. Indemnification. The parties acknowledge and agree that certain Indemnification and Advancement Agreement, dated April 15, 2024, by and between Employee and PubCo (the "***Indemnification Agreement***") remains in force and effect pursuant to its terms.

14. Clawback Policy. Notwithstanding anything in this Agreement or any other agreement between Employee and the Company, Employee agrees that he remains subject to, and any compensation paid to Employee under this Agreement or otherwise, including, without limitation, the Executive Bonus, will be subject to any clawback or recoupment policy adopted by the Company (including solely by PubCo) from time to time that is, by its terms, applicable to Employee, including PubCo's Policy for Recovery of Erroneously Awarded Compensation adopted by the Company (the "***Clawback Policy***"), as may be amended from time to time.

15. Governing Law. This Agreement shall be construed under the laws of the State of Utah, both procedural and substantive.

16. Waiver. The failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or to affect the validity of this Agreement or the right of any party to enforce this Agreement.

17. Headings. The headings in this Agreement are provided solely for convenience, and are not intended to be part of, nor to affect or alter the interpretation or meaning of, this Agreement.

18. Severability. If any sentence, phrase, section, subsection or portion of this Agreement is found to be illegal or unenforceable, such action shall not affect the validity or enforceability of the remaining sentences, phrases, sections, subsections or portions of this Agreement, which shall remain fully valid and enforceable.

19. Assignment. This Agreement is personal to Employee and shall not be assignable by Employee. The rights of the Company under this Agreement may be assigned by the Company, in its sole discretion, including to any of its affiliates or any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires all or substantially all of the assets or business of the Company. This Agreement shall inure to the benefit of, and be binding on, the Company and its successors and assigns.

20. Entire Agreement / Amendments. This Agreement, together with the Release, the RSU Agreements (as amended by this Agreement and the Consulting Agreement), including the Restrictive Covenants contained in Exhibit B thereto (as amended by this Agreement), the Clawback Policy, the Indemnification Agreement and the Consulting Agreement, constitute the entire agreement between Employee and the Company concerning the subject matter hereof. No covenants, agreements, representations, or warranties of any kind, other than those set forth herein, have been made to any party hereto with respect to this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement, including, but not limited to, the RSU Agreements (other than the Restrictive Covenants contained in Exhibit B therein (as amended by this Agreement), the Company's Severance Plan and related participation notice between the Company and

Employee, and the Indemnification Agreement. No amendments to this Agreement will be valid unless written and signed by Employee and an authorized representative of the Company.

21. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

22. Consultation with Counsel. Employee acknowledges that (i) Employee has thoroughly read and considered all aspects of this Agreement, Employee understands all its provisions, is fully aware of its legal effect and Employee is voluntarily entering into this Agreement based on Employee's own judgement and (ii) Employee has been represented by, or had the opportunity to be represented by independent counsel of his/her own choice in connection with the negotiation and execution of this Agreement and has been advised to do so by the Company. Without limiting the generality of the foregoing, Employee acknowledges that Employee has had the opportunity to consult with Employee's own independent tax advisors with respect to the tax consequences to him of this Agreement, and that Employee is relying solely on the advice of Employee's independent advisors for such purposes. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

23. Notices. All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service (including by means of a nationally recognized courier service or professional messenger service), or sent by email or facsimile and also mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases addressed to:

If to Employee:

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Copy to:

Akin Gump Strauss Hauer & Feld LLP
Attn: Richard Rabin
One Bryant Park
Bank of America Tower
New York, NY 10036
Email: rrabin@akingump.com

If to the Company:

c/o PACS Group, Inc.
90 S. 400 W., Ste. 700
Salt Lake City, UT 84101
Attention: Trent Bingham, Chief Human Resources Officer
email: trent.bingham@pacs.com

Copy to:

Latham & Watkins LLP

10250 Constellation Blvd., Suite 1100
Century City, California 90067
Attention: Michelle Carpenter
email: michelle.carpenter@lw.com

All notices, requests and other communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgement or other evidence of actual receipt or delivery to the address. In case of service by telecopy, a copy of such notice shall be personally delivered or sent by registered or certified mail, in the manner set forth above, within three business days thereafter. Any party hereto may from time to time by notice in writing served as set forth above designate a different address or a different or additional person to which all such notices or communications thereafter are to be given.

(Signature page follows)

PLEASE READ CAREFULLY. EMPLOYEE AGREES TO THE TERMS OF THIS AGREEMENT AND VOLUNTARILY ENTERS INTO IT WITH THE INTENT TO BE BOUND HEREBY.

If the above accurately reflects Employee's understanding, please date and sign the enclosed copy of this Agreement in the places indicated below and return that copy on September 18, 2026 via email to trent.bingham@pacs.com for countersignature. The parties may alternatively execute and deliver this Agreement via DocuSign or similar electronic signature/delivery system as permitted by applicable law.

Dated: 09/18/2026 /s/ John Mitchell
John Mitchell

Dated: 09/18/2026 /s/ Jason Murray
PACS Group, Inc.
Name: Jason Murray
Title: Chief Executive Officer

Dated: 09/18/2026 /s/ Jason Murray
Providence Administrative Consulting Services, Inc.
Name: Jason Murray
Title: Chief Executive Officer

<u>EXHIBIT A</u>

RELEASE OF CLAIMS

This Release of Claims ("***Release***") is entered into as of September 18, 2026, by and among John Mitchell ("***Employee***"), PACS Group, Inc. ("***PubCo***") and Providence Administrative Consulting Services, Inc. (together with PubCo, the "***Company***").

WHEREAS, Employee and the Company are parties to that certain Transition and Release Agreement, dated September 18, 2026 (the "***Transition Agreement***");

WHEREAS, the Employee and the Company agree that Employee is entitled to the Separation Benefits (as defined in Section 3(a) of the Transition Agreement), subject to Employee's execution of this Release;

WHEREAS, the Company and Employee now wish to fully and finally resolve all matters between them; and

WHEREAS, capitalized terms used in this Release without definition shall have the meaning given to such terms in the Transition Agreement.

NOW, THEREFORE, in consideration of, and subject to, the Separation Benefits payable to Employee pursuant to the Transition Agreement, the adequacy of which is hereby acknowledged by Employee, and which Employee acknowledges that Employee would not otherwise be entitled to receive, Employee and the Company hereby agree as follows:

1. <u>Release of Known and Unknown Claims</u>.

(a) *General Release*. In exchange for the consideration set forth in this Release (including the payment to Employee of the Separation Benefits set forth in Section 3(a) of the Transition Agreement), and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Employee does hereby release and forever discharge the "***Releasees***" hereunder, consisting of the Company (including PubCo) and each of its parents, subsidiaries, affiliates, successors, partners, associates, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys' fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "***Claims***"), which Employee now has or may hereafter have against the Releasees, or any of them, by reasons of any matter, cause, or thing whatsoever from the beginning of time to the date hereof which arise from or are related to Employee's employment or service (or termination thereof) with the Company. The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to the employment or termination of employment of Employee by the Releasees, or any of them; any alleged breach of any express or implied contract of employment; any alleged torts or other alleged legal restrictions on Releasee's right to terminate the employment of Employee; and any alleged violation of any federal, state or local statute or ordinance including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Utah Antidiscrimination Act, the Employment Relations and Collective Bargaining Act, the Utah Right to Work Act, the Utah Drug and Alcohol Testing

Act, the Utah Minimum Wage Act, the Utah Protection of Activities in Private Vehicles Act, the Utah Employment Selection Procedures Act, the Utah Occupational Safety and Health Act, and the Utah Internet Employment Privacy Act, and any federal, state or local laws of similar effect.

(b) *Claims Not Released*. Notwithstanding the foregoing, this Release shall not operate to release any Claims or rights which Employee may have (i) to payments or benefits under this Release, the Transition Agreement, or the RSU Agreements, (ii) to any vested and unpaid benefits under any employee benefit plan, including but not limited to any vested and undistributed deferred compensation, (iii) to vested equity compensation awards that remain unpaid or unsettled, (iv) to any Claims, including claims for indemnification and/or advancement of expenses arising under the Indemnification Agreement (as amended by the Agreement) or under the bylaws, certificate of incorporation or other similar governing document of the Company, (v) to any claim or right under COBRA or under the Fair Labor Standards Act, (vi) to any claim or right for unemployment insurance or workers' compensation benefits, (vii) any claim that cannot be waived as a matter of law or (viii) with respect to Employee's right to communicate directly with, cooperate with, or provide information to, any federal, state or local government regulator (collectively, the "***Unreleased Claims***").

EMPLOYEE ACKNOWLEDGES THAT HE/SHE HAS BEEN ADVISED BY LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

EMPLOYEE, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS HE/SHE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

(c) *Older Workers Benefit Protection Act.* Employee agrees and acknowledges that this Release constitutes a knowing and voluntary waiver and release of all Claims Employee has or may have against the Company and/or any of the Releasees as set forth herein, including, but not limited to, all Claims arising under the Older Workers Benefit Protection Act and the Age Discrimination in Employment Act. In accordance with the Older Workers Benefit Protection Act, Employee is hereby advised as follows:

IN ACCORDANCE WITH THE OLDER WORKERS BENEFIT PROTECTION ACT OF 1990, THE UNDERSIGNED IS HEREBY ADVISED AS FOLLOWS:

(i) TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE;

(ii) EMPLOYEE HAS TWENTY-ONE (21) DAYS TO CONSIDER THIS RELEASE BEFORE SIGNING IT, AND IF EMPLOYEE SIGNS THIS RELEASE BEFORE THE EXPIRATION OF THE TWENTY-ONE (21) DAY PERIOD, EMPLOYEE KNOWINGLY AND VOLUNTARILY WAIVES THE BALANCE OF THAT PERIOD;

(iii) BY ENTERING INTO THIS RELEASE, EMPLOYEE DOES NOT WAIVE ANY CLAIMS THAT MAY ARISE AFTER THE DATE OF EMPLOYEE EXECUTION OF THIS RELEASE, INCLUDING WITHOUT LIMITATION ANY RIGHTS OR CLAIMS THAT EMPLOYEE MAY HAVE TO SECURE ENFORCEMENT OF THE TERMS AND CONDITIONS OF THIS RELEASE; AND

(iv) EMPLOYEE HAS SEVEN (7) DAYS AFTER SIGNING THIS RELEASE TO REVOKE THIS RELEASE, AND THIS RELEASE WILL BECOME EFFECTIVE UPON THE EXPIRATION OF THAT REVOCATION PERIOD (SUCH DATE, THE " ***RELEASE EFFECTIVE DATE***").

If Employee wishes to revoke this Release, Employee shall deliver written notice stating his intent to revoke this Release via email to Trent Bingham, Chief Human Resources Officer, at trent.bingham@pacs.com, with a copy to michelle.carpenter@lw.com, on or before 5:00 p.m. Pacific Time on the seventh day after the date on which Employee signs this Release.

(d) *Representations*. Employee represents and warrants that there has been no assignment or other transfer of any interest in any Claim (other than Unreleased Claims) which Employee may have against Releasees, or any of them.

(e) *No Actions*. Employee represents and warrants to the Company that Employee has no pending actions, Claims or charges of any kind. Employee agrees that if Employee hereafter commences any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then Employee agrees to pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to said suit or Claim.

(f) *No Admission*. Each party understands and agrees that neither such Party's agreement to enter into this Release shall constitute or be construed as an admission of any liability whatsoever by such party or, in the case of the Company, any of the Releasees, with respect to the other party.

(g) *Exceptions*. Notwithstanding anything in this Release to the contrary, nothing contained in this Release shall prohibit Employee from (i) filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation and/or (ii) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state or local government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to Employee's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding. Pursuant to 18 USC Section 1833(b), Employee acknowledges that (1) Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (2) if Employee files a lawsuit for retaliation by the Releasees for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney and use the trade secret information in the court proceeding, if Employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Further, nothing in this Release (including in the Restrictive Covenant) prevents Employee from (A) exercising any rights Employee may have under Section 7 of the NLRA, such as the right to engage in concerted activity, including collective action or discussion concerning wages or working conditions, or (B) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

2. Arbitration. To aid in the rapid and economical resolution of any disputes that may arise from this Release and the terms of it, Employee and the Company agree that any and all disputes, claims or demands in any way arising out of or relating to the terms of this Release, Company equity held by Employee, or the termination of Employee's employment or service relationship with the Company, shall be resolved in accordance with Section 9 of the Transition Agreement

3. Reserved.

4. Governing Law. This Release shall be construed under the laws of the State of Utah, both procedural and substantive.

5. Headings. The headings in this Release are provided solely for convenience, and are not intended to be part of, nor to affect or alter the interpretation or meaning of, this Release.

6. Severability. If any sentence, phrase, section, subsection or portion of this Release is found to be illegal or unenforceable, such action shall not affect the validity or enforceability of the remaining sentences, phrases, sections, subsections or portions of this Release, which shall remain fully valid and enforceable.

7. Assignment. This Release is personal to Employee and shall not be assignable by Employee. The rights of the Company under this Release may be assigned by the Company, in its sole discretion, including to any of its affiliates or any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires all or substantially all of the assets or business of the Company. This Release shall inure to the benefit of, and be binding on, the Company and its successors and assigns.

8. Reserved.

9. Counterparts. This Release may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Release.

10. Consultation with Counsel. Employee acknowledges that (i) Employee has thoroughly read and considered all aspects of this Release, Employee understands all its provisions, is fully aware of its legal effect and Employee is voluntarily entering into this Release based on Employee's own judgement and (ii) Employee has been represented by, or had the opportunity to be represented by independent counsel of his own choice in connection with the negotiation and execution of this Release and has been advised to do so by the Company. Without limiting the generality of the foregoing, Employee acknowledges that Employee has had the opportunity to consult with Employee's own independent tax advisors with respect to the tax consequences to him of this Release, and that Employee is relying solely on the advice of Employee's independent advisors for such purposes. Any rule of

construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Release.

(Signature page follows)

PLEASE READ CAREFULLY. THIS RELEASE CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. EMPLOYEE AGREES TO THE TERMS OF THIS RELEASE AND VOLUNTARILY ENTERS INTO IT WITH THE INTENT TO BE BOUND HEREBY.

If the above accurately reflects Employee's understanding, please date and sign the enclosed copy of this Agreement in the places indicated below and return that copy to Trent Bingham, Chief Human Resources Officer, at trent.bingham@pacs.com, with a copy to michelle.carpenter@lw.com by the deadline set forth herein.

Dated: 09/18/2026 /s/ John Mitchell
John Mitchell

Dated: 09/18/2026 /s/ Jason Murray
PACS Group, Inc.
Name: Jason Murray
Title: Chief Executive Officer

Dated: 09/18/2026 /s/ Jason Murray
Providence Administrative Consulting Services, Inc.
Name: Jason Murray
Title: Chief Executive Officer

EXHIBIT B

CONSULTING AGREEMENT

This Consulting Agreement (the "***Agreement***") is entered into by and between John Mitchell ("***Consultant***"), PACS Group, Inc. (the "***PubCo***") and Providence Administrative Consulting Services, Inc. (together with PubCo, the "***Company***"). The purpose of this Agreement is to engage the Consultant as an independent contractor, effective as of the day immediately following the Separation Date (as defined in the Transition Agreement) (the "***Consulting Agreement Effective Date***").

RECITALS

WHEREAS, Consultant's employment with the Company terminated effective as of the Separation Date (the "***Employment Termination Date***");

WHEREAS, in connection with Consultant's termination of employment, Consultant and the Company entered into a Transition and Release Agreement (the "***Transition Agreement***"); and

WHEREAS, the Company desires to retain Consultant as an independent contractor to perform consulting services for the Company, and Consultant is willing to perform such services, on the terms described below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

AGREEMENT

1. Consulting Services.

(a) Subject to the provisions for earlier termination hereinafter provided, for a period commencing as of the Consulting Agreement Effective Date and ending on (i) the first anniversary of the Consulting Agreement Effective Date, or (ii) such earlier date as provided for under Section 3 (such period, the "***Consulting Period***"), Consultant shall provide consulting services with regard to the business and operations of the Company, its subsidiaries and its affiliates as requested by the Company, and may include all or some of the services set forth on Annex A attached hereto (collectively, the "***Services***").

(b) During the Consulting Period, Consultant shall devote such time as is necessary for the proper performance of the Services, but in no event shall Consultant be required to perform more than 20 hours of Services per week. Consultant is not expected to perform such Services at the Company's principal location in Salt Lake City, Utah, although Consultant may be expected to travel as necessary. Notwithstanding the foregoing, Consultant may not be available during certain reasonable timeframes in any given day or week due to personal or other commitments, and may not be available for up to two non-consecutive weeks in any 90-day period for vacation (but will provide the Company with reasonable notice of any such vacations and related unavailability).

2. Compensation for Services.

(a) Consultant's Remaining RSUs (as defined in the Transition Agreement) will continue to be eligible to vest during the Consulting Period pursuant to the vesting schedule set forth on Annex A attached hereto subject to Consultant's continued service hereunder, notwithstanding the terms of the RSU Agreements (as defined in the Transition Agreement).

(b) During the Consulting Period, the Company shall reimburse Consultant for reasonable expenses incurred and submitted in accordance with the Company's applicable expense reimbursement policies, as in effect from time to time (written copies of which the Company agrees to timely provide to Consultant), provided that such expenses are approved in advance by the Company's Chief Executive Officer in writing.

3. Termination of Consulting Relationship.

(a) During the first 90 days of the Consulting Period, this Agreement and the consulting relationship established hereby may not be terminated by either party; provided, that, the Company may terminate this Agreement and the consulting relationship established hereby at any time for Cause (as defined in the Severance Plan). Following the 90th day of the Consulting Period, however, and at any time thereafter, this Agreement and the consulting relationship established hereby may be terminated by either party at any time and for any reason upon the delivery of at least 30 days' written notice (such date of termination, the "***Consulting Termination Date***"); provided, however, that this Agreement and the consulting relationship established hereby will terminate automatically upon Consultant's death. Notwithstanding the foregoing, this Agreement shall terminate immediately, and the Company shall have no obligations to provide any of the compensation and benefits described herein for any portion of the Consulting Period, in the event that the Release Effective Date (as defined in the Release) does not occur within the required timeframe as set forth in the Release and Consultant shall forfeit any compensation or benefits received hereunder prior to such date (including any continued vesting of any Remaining RSUs after the Employment Termination Date) and all of Consultant's unvested RSUs as of the Employment Termination Date will be automatically forfeited with retroactive effect to the Employment Termination Date.

(b) Upon the termination of this Agreement and consulting relationship established hereby for any reason, all compensation payable to Consultant under Section 2 shall cease as of the Consulting Termination Date (except for any owed but unpaid expense reimbursements per the terms of this Agreement) and Consultant's unvested Remaining RSUs as of the Consulting Termination Date will be automatically forfeited, unless as otherwise set forth on Annex A. Except as expressly provided in this Section 3(b), Consultant shall not be entitled to any further payments in connection with or following the termination of this Agreement and the consulting relationship established hereby.

4. Return of Company Property. Consultant represents and warrants that Consultant shall, prior to the Consulting Termination Date in the event that Consultant terminates this Agreement or, promptly following the Consulting Termination Date in the event the Company terminates this Agreement with less than seven calendar days' notice, return to the Company any and all property and equipment of the Company of which the Consultant is aware is in his possession after a reasonable search, including (i) all keys, files, lists, books and records (and copies thereof) of, or in connection with, the Company's business, equipment (including, but not limited to, computer hardware, software and printers, wireless handheld devices, cellular phones and pagers, together with any passwords to those devices), access or credit cards, Company identification, and all other property belonging to the Company in Consultant's possession or control, and (ii) all documents and copies, including hard and electronic copies, of documents in Consultant's possession relating to any Confidential Information (as defined below), including without limitation, internal and external business forms, manuals, correspondence,

notes and computer programs, and that Consultant shall not knowingly make or retain any copy or extract of any of the foregoing; provided, however, that Consultant may retain Consultant's cellular phone and address book and copies of Consultant's own personnel, payroll and benefit documents (provided that such documents do not contain any Confidential Information and that the Company has the prior opportunity to review, redact and/or retain, in its sole discretion, any such documents containing Confidential Information).

5. Confirmation of Continuing Obligations. Consultant hereby expressly reaffirms Consultant's obligations under Exhibit B to the RSU Agreements, as amended by Section 7 of the Transition Agreement (the "***Restrictive Covenants***"), which exhibit (as amended) is hereby incorporated by reference, and agrees that such Restrictive Covenants shall, as applicable and in accordance with their terms, survive the termination of this Agreement and any termination of Consultant's services to the Company. The Company shall be entitled to cease all separation benefits to Consultant in the event of Consultant's non-compliance with this Section 5.

6. Protection of Confidential Information. Consultant acknowledges that during Consultant's previous employment and engagement of services with the Company, Consultant had access to, received and had been entrusted with Confidential Information (as defined below), which is considered secret and/or proprietary and has great value to the Company and that except for Consultant's engagement by the Company, Consultant would not otherwise have access to such Confidential Information. Consultant recognizes that all such Confidential Information is the property of the Company. Subject to Section 7, during and at all times after Consultant's engagement by the Company, Consultant shall keep all of the Confidential Information in confidence and shall not disclose any of the same to any other person, except in the proper course and scope of Consultant's duties or with the prior written consent of the Company. Consultant shall use commercially reasonable efforts to prevent publication or disclosure of any Confidential Information and shall not, directly or indirectly, intentionally cause the Confidential Information to be used for the gain or benefit of any party outside of the Company or for Consultant's personal gain or benefit outside the scope of Consultant's engagement by the Company.

(a) *Definition of "Confidential Information"*. The term "***Confidential Information***", as used herein, means all confidential or proprietary information or material (i) which gives the Company a competitive business advantage or the opportunity of obtaining such advantage, (ii) the disclosure of which could be detrimental to the interests of the Company and/or its affiliates, (iii) which is owned by the Company and/or its affiliates, in which the Company and/or its affiliates has an interest, or which is valuable or unique, (iv) which is developed or used by the Company or any of its affiliates and which relates to the business, operations, employees, customers and/or clients of the Company or any of its affiliates, or (v) which is either (A) marked "Confidential Information", "Proprietary Information" or with another similar marking, or (B) from all the relevant circumstances should reasonably be assumed by Consultant to be confidential and proprietary to the Company. Confidential Information may include, but is not limited to, trade secrets, inventions, drawings, file data, documentation, diagrams, specifications, know-how, ideas, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, research or development and test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to the Company and its customers and/or producers or other suppliers' identities, characteristics and agreements, financial information and projections, and employee files, in each case, whether disclosed or made available to Consultant in writing, orally or by drawings or observation, or whether intangible or embodied in documentation, software, hardware or other tangible form. Confidential Information also includes any information described above which the Company obtains from another party and which the Company treats as proprietary or designates as Confidential Information, whether or not owned or developed by the Company. Notwithstanding the foregoing, Confidential Information shall not include any information which is (w) known by Consultant as a result of Consultant's extensive experience in the Company's industry generally and not specific to the Company, (x) known to the public or becomes known to the public through no fault of Consultant, (y) received by Consultant on a non-confidential basis from a person that is not bound by an obligation of confidentiality to the Company or its affiliates, or (z) in Consultant's possession prior to receipt from the Company or its affiliates, as evidenced by Consultant's written records.

7. Exceptions. Notwithstanding anything in this Agreement, the Transition Agreement or the Release to the contrary, nothing contained in this Agreement, the Transition Agreement or the Release shall prohibit Consultant from (a) filing a charge with, reporting possible violations of federal or state law or regulation to, participating in any investigation by, or cooperating with any governmental agency or regulatory entity (including self-regulatory) or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation and/or (b) communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state or local government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to Consultant's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding. Pursuant to 18 USC Section 1833(b), Consultant acknowledges that (i) Consultant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (ii) if Consultant files a lawsuit for retaliation by the Releasees (as defined in the Release) for reporting a suspected violation of law, Consultant may disclose the trade secret to Consultant's attorney and use the trade secret information in the court proceeding, if Consultant files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order. Further, nothing in this Agreement (including in the Restrictive Covenant) prevents Consultant from (A) exercising any rights Consultant may have under Section 7 of the U.S. National Labor Relations Act (the "***NLRA***"), such as the right to engage in concerted activity, including collective action or discussion concerning wages or working conditions, or (B) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Consultant has reason to believe is unlawful.

8. Arbitration. To aid in the rapid and economical resolution of any disputes that may arise from this Agreement and the terms of it, Consultant and the Company agree that any and all disputes, claims or demands in any way arising out of or relating to the terms of this Agreement, Company equity held by Consultant, or the termination of Consultant's service relationship with the Company, shall be resolved in accordance with Section 9 of the Transition Agreement. Notwithstanding anything to the contrary in this Agreement, in the event the Company alleges any breach of this Agreement by Consultant, the Company must promptly provide Consultant written notice of the alleged breach(es), with reasonably detailed information explaining the specifics of the alleged breach(es), and, in the event such a notice is so delivered, Consultant shall have a 15-day opportunity to cure (to the extent such breach(es) are capable of being cured, as determined by the PubCo Board in its sole discretion).

9. Independent Contractor. Consultant expressly acknowledges and agrees that Consultant is solely an independent contractor and shall not be construed to be an employee of the

Company in any matter under any circumstances or for any purposes whatsoever. Except as expressly contemplated by this Agreement, as of the Consulting Agreement Effective Date the Company shall not be obligated to (a) pay on the account of Consultant any unemployment tax or other taxes required under the law to be paid with respect to employees, (b) withhold any monies from the fees of Consultant for income tax purposes or (c) provide Consultant with any benefits, including without limitation health, welfare, pension, retirement, or any kind of insurance benefits, including workers' compensation insurance (provided, however, that nothing herein limits the Company's obligations to provide any COBRA Premium Payment under the Transition Agreement). Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant under Section 2 of this Agreement, and to pay any applicable income, self-employment and other taxes thereon. Consultant and the Company hereby acknowledge and agree that this Agreement does not impose any obligation on the Company to offer employment to Consultant at any time.

10. Code Section 409A.

(a) To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the Internal Revenue Code of 1986, as amended (the "***Code***") and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other such guidance that may be issued after the Consulting Agreement Effective Date (collectively, "***Section 409A***"). Notwithstanding any provision of this Agreement to the contrary, in the event that following the Consulting Agreement Effective Date, the Company determines that any compensation or benefits payable under this Agreement may be subject to Section 409A, the Company shall promptly notify Employee in writing of the determination, providing reasonable detail regarding the determination and underlying rationale, and may thereafter adopt such amendments to this Agreement or adopt other policies or procedures (including amendments, policies and procedures with retroactive effect), or take any other actions that the Company determines are necessary or appropriate to preserve the intended tax treatment of the compensation and benefits payable hereunder, including without limitation actions intended to (i) exempt the compensation and benefits payable under this Agreement from Section 409A, and/or (ii) comply with the requirements of Section 409A, provided, however, that this Section 10 does not, and shall not be construed so as to, create any obligation on the part of the Company to adopt any such amendments, policies or procedures or to take any other such actions. In no event shall the Company, its affiliates or any of their respective officers, directors or advisors be liable for any taxes, interest or penalties imposed under Section 409A or any corresponding provision of state or local law.

(b) Any right under this Agreement to a series of installment payments shall be treated as a right to a series of separate payments.

11. Reserved.

12. Survival. Section 5 (*Confirmation of Continuing Obligations*), Section 6 (*Protection of Confidential Information*), Section 7 (*Exceptions*), Section 8 (*Arbitration*) and Section 9 (*Independent Contractor*) hereof shall survive any termination of this Agreement and shall continue in effect.

13. Governing Law. This Agreement shall be construed under the laws of the State of Utah, both procedural and substantive.

14. Waiver. The failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or to affect the validity of this Agreement or the right of any party to enforce this Agreement.

15. Headings. The headings in this Agreement are provided solely for convenience, and are not intended to be part of, nor to affect or alter the interpretation or meaning of, this Agreement.

16. Severability. If any sentence, phrase, section, subsection or portion of this Agreement is found to be illegal or unenforceable, such action shall not affect the validity or enforceability of the remaining sentences, phrases, sections, subsections or portions of this Agreement, which shall remain fully valid and enforceable.

17. Assignment. This Agreement is personal to Consultant and shall not be assignable by Consultant. The rights of the Company under this Agreement may be assigned by the Company, in its sole discretion, including to any of its affiliates or any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires all or substantially all of the assets or business of the Company. This Agreement shall inure to the benefit of, and be binding on, the Company and its successors and assigns.

18. Entire Agreement / Amendments . This Agreement, together with the Transition Agreement, the Release, the RSU Agreements (as amended by the Transition Agreement and this Agreement), including the Restrictive Covenants contained in Exhibit B thereto (as amended by the Transition Agreement), the Clawback Policy (as defined in the Transition Agreement), and the Indemnification Agreement (as defined in the Transition Agreement), constitutes the entire agreement between Consultant and the Company concerning the subject matter hereof. No covenants, agreements, representations, or warranties of any kind, other than those set forth herein, have been made to any party hereto with respect to this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. No amendments to this Agreement will be valid unless written and signed by Consultant and an authorized representative of the Company.

19. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

20. Consultation with Counsel. Consultant acknowledges (i) that Consultant has thoroughly read and considered all aspects of this Agreement, Consultant understands all its provisions, is fully aware of its legal effect and Consultant is voluntarily entering into this Agreement based on Consultant’s own judgement and (ii) that Consultant has been represented by, or had the opportunity to be represented by, independent counsel of Consultant’s own choice in connection with the negotiation and execution of this Agreement and has been advised to do so by the Company. Without limiting the generality of the foregoing, Consultant acknowledges that Consultant has had the opportunity to consult with Consultant’s own independent tax advisors with respect to the tax consequences to Consultant of this Agreement and the payments hereunder, and that Consultant is relying solely on the advice of Consultant’s independent advisors for such purposes. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

21. Notices. All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service (including by means of a

nationally recognized courier service or professional messenger service), or sent by email or facsimile and also mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases addressed to:

If to Consultant:

***
Copy to:

Akin Gump Strauss Hauer & Feld LLP
Attn: Richard Rabin
One Bryant Park
Bank of America Tower
New York, NY 10036
Email: rrabin@akingump.com

If to the Company:

c/o PACS Group, Inc.
90 S. 400 W., Ste. 700
Salt Lake City, UT 84101
Attention: Trent Bingham, Chief Human Resources Officer
Email: trent.bingham@pacs.com

Copy to:

Latham & Watkins LLP
10250 Constellation Blvd., Suite 1100
Century City, California 90067
Attention: Michelle Carpenter
email: michelle.carpenter@lw.com

All notices, requests and other communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgement or other evidence of actual receipt or delivery to the address. In case of service by telecopy, a copy of such notice shall be personally delivered or sent by registered or certified mail, in the manner set forth above, within three business days thereafter. Any party hereto may from time to time by notice in writing served as set forth above designate a different address or a different or additional person to which all such notices or communications thereafter are to be given.

If the above accurately reflects Consultant's understanding, please date and sign the enclosed copy of this Agreement in the places indicated below and return that copy to Trent Bingham, Chief Human Resources Officer, at trent.bingham@pacs.com, prior to the Release Deadline (as defined in the Transition Agreement), but in no event prior to the Separation Date.

Dated: 09/18/2026 /s/ John Mitchell
John Mitchell

Dated: 09/18/2026 /s/ Jason Murray
PACS Group, Inc.
Name: Jason Murray
Title: Chief Executive Officer

Dated: 09/18/2026 /s/ Jason Murray
Providence Administrative Consulting Services, Inc.
Name: Jason Murray
Title: Chief Executive Officer

ANNEX A

CONSULTING SERVICES

Previous Role

Consultant formerly served as Chief Legal Officer of the Company. In the interest of ensuring a smooth transition and preserving institutional knowledge, Consultant has agreed to make himself available on a limited, as-requested basis to the Company pursuant to the terms of the Consulting Agreement to which this Annex A is attached.

Scope of Services

During the Consulting Period, Consultant agrees to provide the following services as requested by the Company:

- Support and advise Company management as reasonably requested by the Company;
- Reasonable cooperation with the Company in accomplishing a smooth and orderly transition in the transfer of Consultant's prior employment responsibilities as Chief Legal Officer to his successor or other employees of the Company, as applicable, particularly including pending matters of which Consultant has the principal knowledge and background information, as well as historical context and institutional knowledge;
- Provide insight or clarification regarding past practices or strategic decisions; and
- Participate in ad hoc meetings or respond to inquiries, as initiated by the Company.

Services will be provided only upon request by the Company and may include text, email, phone, video conference, or limited in-person attendance, as mutually agreed between Consultant and the Company. Consultant may be requested to travel to other locations as may be necessary to fulfill Consultant's duties and responsibilities hereunder, with any related expenses to be reimbursed in accordance with Section 2(b) of the Consulting Agreement. For the avoidance of doubt, at no point during the Consulting Period will Consultant be providing legal advice to the Company or any of its affiliates, nor shall Consultant be deemed to be acting as legal counsel, attorney, or legal representative of the Company or any of its affiliates, and no attorney-client relationship shall be created or implied by the provision of the Services described hereunder.

Vesting of RSUs

Consultant's Remaining RSUs (as defined in the Transition Agreement) shall vest as follows, subject to Consultant's continued service through the applicable vesting date (such vested Remaining RSUs, the "***Vested RSUs***"):

- 25% of the Remaining RSUs shall vest on the 90th day following the Employment Termination Date;

- 25% of the Remaining RSUs shall vest on the 180th day following the Employment Termination Date;
- 25% of the Remaining RSUs shall vest on the 270th day following the Employment Termination Date; and
- 25% of the Remaining RSUs shall vest on the 360th day following the Employment Termination Date (the "***Final Vesting Date***").

To the extent the Consulting Termination Date occurs prior to the Final Vesting Date for any reason other than by the Company for Cause or due to the Consultant's death, then a number of Remaining RSUs shall vest pro-rata based on the number of days Consultant provided services during the period beginning on the previous vesting date (which, for the avoidance of doubt may be the Employment Termination Date) and the Consulting Termination Date. To the extent the Consulting Termination Date occurs prior to the Final Vesting Date due to the Consultant's death, then all Remaining RSUs shall vest. Any Remaining RSUs that are unvested on the Consulting Termination Date (taking into account the accelerated vesting set forth in the preceding sentences) shall be forfeited.

Post-Vesting Transfer Restrictions

Consultant agrees that, prior to the Consulting Termination Date, Consultant shall not, without the written approval of the Compensation Committee of the Board of Directors of PubCo, or of the Chief Executive Officer (CEO) of Chief Financial Officer (CFO) of PubCo (as set forth in an express written approval signed by the CEO or CFO), sell, lend, offer, pledge, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly (collectively, "***Transfer***"), any shares of Company common stock (the "***Common Stock***") issued to Consultant pursuant to the Vested RSUs in excess of 10,000 shares of Common Stock per day and 100,000 shares of Common Stock per month (the "***Post-Vesting Transfer Restrictions*** "); *provided*, *however*, that the Post-Vesting Transfer Restrictions shall not apply to (i) any Transfer in satisfaction of any withholding obligations with respect to the Vested RSUs, (ii) any Transfer by will or pursuant to the laws of descent and distribution or (iii) any Transfer upon the occurrence of, and in connection with, a Change in Control (as defined in the Company's 2024 Incentive Award Plan) (or such earlier time as is necessary in order for Consultant to participate in such Change in Control transaction with respect to the shares of Common Stock underlying the Vested RSUs and receive the consideration payable with respect thereto in connection with such Change in Control). If any shares of Common Stock issued to Consultant pursuant to the Vested RSUs are transferred to an estate planning vehicle or entity or any other entity or vehicle that is an affiliate of Consultant prior to the Consulting Termination Date, then such shares shall continue to be subject to all of the terms and conditions set forth in this paragraph.

Exhibit 99.1

PACS Group Announces Chief Legal Officer Transition

John Mitchell retires and continues in consultant role; Patrick J. Murphy appointed Chief Legal Officer effective September 21, 2026

Salt Lake City, Utah, September 21, 2026 —PACS Group, Inc. (“PACS” or the “Company”) announced today that John Mitchell has retired, effective Sept. 18, 2026, from his position as Chief Legal Officer and Corporate Secretary. Following his retirement, Mitchell will serve as a consultant to PACS to support an orderly leadership transition.

The Company has selected Patrick J. Murphy to succeed Mitchell as Chief Legal Officer and Corporate Secretary, effective September 21, 2026. Murphy will oversee PACS’s legal function and provide counsel in support of their operations and strategic priorities.

“John has been far more than our Chief Legal Officer; he’s been a trusted advisor, valued colleague, and steady leader through an important period in PACS’s history,” said Jason Murray, PACS’s Chairman and CEO. “His judgment, integrity, and thoughtful counsel have helped us navigate growth and change while remaining focused on our mission. We are grateful that John will continue to support PACS as a consultant, and we wish him the very best in retirement.”

Mitchell joined PACS in 2017, managing the legal department and supporting organizational growth and their IPO. Before joining the Company, he held various positions in healthcare and health services, international law, corporate law, finance, and mergers and acquisitions.

“It’s been a privilege to work alongside so many talented people and to support PACS during a remarkable period of growth,” said Mitchell. “I’m proud of what our legal team has accomplished and grateful for the relationships I’ve built throughout the organization. I look forward to supporting Pat and the Company during this transition.”

Murphy brings more than two decades of senior in-house and public-sector legal experience to PACS. He joins PACS from the global law firm of King & Spalding where he was a Partner in their Special Matters Practice Group. Previously, he spent 20 years in General Electric’s legal department, including five years in its Corporate Litigation group and nearly 15 years as Global Chief Litigation Counsel for GE Healthcare. He also served as a Senior Vice President Legal and Global Chief Litigation Counsel for Fresenius Medical Care and has advised companies, boards and senior executives on complex litigation, corporate investigations, government enforcement and compliance matters.

Murphy’s public-service experience includes serving as Chief Counsel to the Crime and Technology Unit of the U.S. Senate Judiciary Committee Majority Staff and as Assistant General Counsel to the FBI. He began his legal career as a Judge Advocate in the U.S. Marine Corps, attaining the rank of Major, and later was recalled to active duty in the wake of 9/11 to the Pentagon and Guantanmo Bay to serve as a liaison between the Secretary of Defense’s Office and the Solicitor General’s Office on all terrorism-related litigation.

“Pat brings an exceptional combination of healthcare, corporate, regulatory, and public-sector legal experience,” Murray said. “His ability to address complex legal matters while serving as a strategic partner to organizational leaders makes him well suited to guide our legal function. I'm excited to welcome him to PACS and we're confident he’ll build upon the strong foundation John and our legal team have established.”

“I’m honored to join PACS and support an organization committed to empowering local leaders and delivering high-quality post-acute care,” Murphy said. “I look forward to working with Jason, the leadership team, the Board, and colleagues across PACS as they continue to grow and advance their mission.”

About PACS™ Group, Inc. — PACS Group, Inc. (NYSE: PACS) is a holding company investing in post-acute healthcare facilities, professionals, and ancillary services. Founded in 2013 and headquartered in Salt Lake City, Utah, PACS is one of the largest post-acute platforms in the United States. Its independent subsidiaries operate 355 post-acute care facilities across 20 states serving more than 33,400 patients daily. PACS business support division, PACS Services, provides technology and administrative support services — accounting, finance, human resources, compliance, payroll, AR/AP, legal, risk management, information technology, corporate communication, and other business advice and support — to their healthcare facilities, reducing administrative burdens so their leadership and care teams can focus on the care, well-being, and quality of life of their patients and residents. PACS has been recognized by Utah Business magazine as one of Utah's Best Companies to work for, back-to-back, in 2022 and 2023. They've also been recognized as one of Utah's Fastest Growing Companies; they ranked #25 in 2022, and #9 in 2023. For more information, visit www.pacs.com or ir.pacs.com.

About Patrick J. Murphy — Patrick J. Murphy joined PACS in September 2026, bringing more than 20 years of senior legal leadership experience spanning healthcare, public companies, government and private practice. Pat will oversee PACS's legal functions and advises the company on operational, regulatory and strategic matters. Prior to joining PACS, he was a Partner in King & Spalding's Special Matters Practice Group. Before that, he spent two decades with General Electric, including nearly 15 years as Global Chief Litigation Counsel for GE Healthcare, and later served as Senior Vice President Legal and Global Chief Litigation Counsel for Fresenius Medical Care. Throughout his career, he has advised organizations, boards and executives on complex litigation, government investigations, enforcement actions and compliance matters. His public-service experience includes serving as Chief Counsel to the Crime and Technology Unit of the U.S. Senate Judiciary Committee Majority Staff and as Assistant General Counsel to the FBI. Murphy began his career as a U.S. Marine Corps Judge Advocate, attaining the rank of Major. Outside of work, Pat's an avid football and rugby fan, and enjoys training for triathlons.

Cautionary Note Regarding Forward-Looking Statements — This press release contains forward-looking statements within the meaning of federal securities laws. All statements contained in this Current Report that do not relate to matters of historical fact should be considered forward-looking statements, including without limitation statements regarding the appointment and expected contributions of Mr. Murphy as Chief Legal Officer, and the Company's expected future growth and impact on healthcare facilities. These statements involve known and unknown risks, uncertainties, and other factors that may cause actual results to differ materially from those implied by the forward-looking statements, including the important factors are described under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2025, and in other filings that we make with the Securities and Exchange Commission (the "SEC") from time to time. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. PACS Group, Inc. undertakes no obligation to publicly update or revise any forward-looking statements. See the company's reports filed publicly with the SEC at www.sec.gov for more information about the company and its related risks and uncertainties.

Media:
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