

STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Stipulation of Class Action and PAGA Settlement (“Settlement Agreement”) is reached by and between Plaintiff Deborah Tan (“Plaintiff”), individually and on behalf of members of the Settlement Class (defined below) and the PAGA Representative Group (defined below), on one hand, and Defendant ACSB, LLC (“ACSB” or “Defendant”), on the other hand. Plaintiff and ACSB are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Marcus J. Bradley of Bradley/Grombacher, LLP (“Class Counsel”). ACSB is represented by David L. Martin of Martin Law.

This settlement resolves Plaintiff’s classwide claims and claims under the Private Attorneys General Act (“PAGA”) as alleged in the lawsuit filed by Plaintiff in Los Angeles County Superior Court, entitled *Deborah Tan v. ACSB, LLC, a California limited liability company dba Aspen Skilled Healthcare, and Does 1-100, inclusive*, Case No. 20STCV09800 (the “Action”). Plaintiff alleges the following causes of action in the Second Amended Complaint: (1) Missed rest breaks in violation of California Labor Code §§ 200, 226.7, 512; (2) Short and missed meal breaks in violation of California Labor Code §§ 200, 226.7, 512; (3) Violations of California Labor Code § 204; (4) Violations of California Labor Code § 2810.5; (5) Failure to pay accrued vacation wages in violation of California Labor Code § 227.3; (6) Failure to pay for all time worked and overtime worked; (7) Failure to pay all wages owed at termination in violation of California Labor Code § 203; (8) Violation of Labor Code §§ 226, 1174, 1175 – Failure to provide accurate itemized employee wage statements; (9) Violation of Labor Code §§ 1174, 1174.5 – Failure to keep complete records; (10) Violations of California Business and Professions Code §§ 17200, *et seq.*; and (11) Penalties Pursuant to Labor Code § 2699, *et seq.*

Given the uncertainty of litigation, Plaintiff and ACSB wish to settle Plaintiff’s individual, class, and PAGA claims.

Plaintiff and ACSB agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and ACSB stipulate to certification of the following Settlement Class:

All current and former non-exempt employees of ACSB who worked for ACSB in California at any time from March 11, 2016, through the date of preliminary approval (“the Class Period”).

The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement Agreement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

The parties agree that the PAGA Representative Group shall consist of all current and former non-exempt employees of ACSB who worked for ACSB in California at any time from August 21, 2019, through the date of preliminary approval (“the PAGA Period”).

2. **Release.** Plaintiff and every member of the Settlement Class (except those who opt out) will release and discharge ACSB, its past and present officers, directors, shareholders, owners, employees, agents, principals, representatives, accountants, auditors, consultants, affiliates, related companies, parents, subsidiaries, successors in interest, predecessors in interest, and attorneys (collectively, the “Released Parties”), as follows:

- A. Release by Settlement Class Members. Settlement Class members will release the Released Parties from all claims, demands, rights, liabilities, and causes of action that were pled in Plaintiff’s Second Amended Complaint in the Action, or that could have been asserted based on the factual allegations in the Second Amended Complaint in the Action, that arose during the Class Period with respect to the following claims: failure to provide rest periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to provide meal periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to timely pay wages in violation of Labor Code section 204; failure to provide the written notice required by Labor Code section 2810.5; failure to pay accrued vacation wages in violation of California Labor Code section 227.3; failure to pay for all time worked and overtime worked; failure to pay all wages owed at termination in violation of California Labor Code section 203; failure to provide accurate itemized employee wage statements in violation of Labor Code sections 226, 1174, and 1175; failure to keep complete records in violation of Labor Code sections 1174 and 1174.5; all claims for unfair business practices under Business and Professions Code section 17200 and related sections that are premised on the facts, claims, causes of action, or legal theories described above; and civil penalties pursuant to the Private Attorneys General Act.
- B. Release Period. The release period will be from March 11, 2016 to the date of preliminary approval for the following claims: failure to timely pay wages in violation of Labor Code section 204; failure to pay accrued vacation wages in violation of California Labor Code section 227.3; failure to pay for all time worked and overtime worked; failure to provide accurate itemized employee wage statements in violation of Labor Code sections 226, 1174, and 1175; failure to keep complete records in violation of Labor Code sections 1174 and 1174.5; and violation of California *Business and Professions Code* section 17200 and related sections. The release period will be from May 31, 2018 to the date of preliminary approval for the following claims: failure to provide rest periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to provide meal periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; and failure to pay all wages owed at termination in violation of California Labor Code section 203. The release period will be from August 21, 2019 to the date of preliminary approval for the following claims: failure to provide the written notice required by Labor Code section 2810.5; and civil penalties pursuant to the Private Attorneys General Act.
- C. Release by PAGA Representative Group Members. Upon final approval by the Court, each of the PAGA Representative Group members will be bound by the approval and judgment and thereby release the Released Parties from all PAGA claims which were asserted in Plaintiff’s Second Amended Complaint, which include claims for penalties predicated upon the following: failure to provide rest periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to provide meal

periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to timely pay wages in violation of Labor Code section 204; failure to provide the written notice required by Labor Code section 2810.5; failure to pay accrued vacation wages in violation of California Labor Code section 227.3; failure to pay for all time worked and overtime worked; failure to pay all wages owed at termination in violation of California Labor Code section 203; failure to provide accurate itemized employee wage statements in violation of Labor Code sections 226, 1174, and 1175; failure to keep complete records in violation of Labor Code sections 1174 and 1174.5; all claims for unfair business practices under Business and Professions Code section 17200 and related sections that are premised on the facts, claims, causes of action, or legal theories described above; claims for civil penalties and other relief pursuant to Labor Code section 2699, and the sections preceding and following section 2699. The release of PAGA claims will be from August 21, 2019 to the date of preliminary approval.

- D. Release by Plaintiff. Plaintiff agrees to a general release that includes a release of the Released Parties of all claims (1) which arose out of or are in any way connected with the Plaintiff's employment with ACSB or any of the Released Parties; (2) which are related to or concern any of the following: (i) discrimination, harassment, and retaliation under local, state, or federal law based on age, sex, race, color, national origin, religion, disability status, or any other category protected by any such law including, but not limited to, Federal and State Civil Rights Statutes; and (ii) wrongful termination, constructive termination, breach of express and implied-in-fact contract, breach of the covenant of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation and self-compelled defamation, invasion of privacy, breach of employment contract, failure to accommodate, and failure to engage in a good faith, interactive process, fraud, negligent misrepresentation, assault, battery, intentional interference with contractual relations and prospective economic advantage, violation of public policy, and other torts; (3) violation of California *Business and Professions Code* Section 17200, and the sections following section 17200, and/or the California *Labor Code*, including *Labor Code* section 1102.5; and (4) violation of the CFRA or the FMLA or other leave statute. Notwithstanding the foregoing, Plaintiff does not release any claims that cannot be waived by law. The Settling Parties stipulate and agree that, upon the date the Court grants final approval of the settlement, Plaintiff shall expressly, shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits of California Civil Code § 1542 with respect to the claims she is releasing, which statute 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.

Plaintiff may hereafter discover facts in addition to or different from those which she now knows or believes to be true with respect to the subject matter of the claims she is releasing, but Plaintiff, upon the date the Court grants final approval of the settlement, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released the claims discussed herein, whether known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or

hidden, which then exist, or previously have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff acknowledges that the foregoing release and waiver were each separately bargained for and are key elements of the settlement of which this release is a part.

3. **Maximum Settlement Amount.** As consideration, ACSB agrees to pay a non-reversionary Maximum Settlement Amount of Two Hundred Fifty Thousand Dollars (\$250,000) in full and complete settlement of the Action, as follows:

- A. The Parties will evaluate and jointly select a "Settlement Administrator" that has significant experience in administering class action and PAGA settlements.
- B. The Maximum Settlement Amount shall be deposited with the Settlement Administrator into an interest-bearing settlement account for the benefit of the Settlement Class members, within twenty-one (21) calendar days after Final Approval (which for this purpose shall be defined as the date on which the Court enters an Order granting Final Approval and Judgment), or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), within twenty-one (21) calendar days of the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s), including expiration of any time to seek reconsideration or further review.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments to the Settlement Class;
 - (2) All costs of the Settlement Administrator for settlement administration;
 - (3) Up to Seven Thousand Five Hundred Dollars (\$7,500) for Plaintiff's Class Representative Enhancement Payment, in recognition of Plaintiff's general release of claims, contributions to the Action, and her service to the Settlement Class;
 - (4) From the settlement fund, Ten Thousand Dollars (\$10,000) will be allocated to the PAGA claims, with seventy-five percent (75%) going to the LWDA and twenty-five percent (25%) going to Plaintiff and the PAGA Representative Group members;
 - (5) From the Maximum Settlement Amount, up to one-third of the fund, or Eighty-Three Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33) may go to Class Counsel's attorney's fees; and
 - (6) Plaintiff's request for reasonable costs, provided Plaintiff's counsel submits a declaration substantiating those costs, currently estimated to be approximately nine thousand dollars.

- D. ACSB's share of employer payroll taxes shall be paid by ACSB separately from, and in addition to, the Maximum Settlement Amount.
- E. The Parties agree that there is no escalator clause and that the amount of the settlement fund shall not increase for employees hired after September 16, 2020.

4. **Payments to the Settlement Class and PAGA Representative Group.** Settlement Class members and PAGA Representative Group members are not required to submit a claim form to receive a class payment ("Individual Settlement Payment") from the Settlement or a PAGA payment ("Individual PAGA Payment"). Individual Settlement Payments and Individual PAGA Payments will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel's attorney's fees, Class Counsel's costs, Plaintiff's Class Representative Enhancement Payment, the amount allocated to the PAGA Claim, and the Settlement Administrator's fees and expenses for administration. The remaining amount shall be known as the "Net Settlement Amount."
- B. The Settlement Administrator will then calculate each Settlement Class member's Individual Settlement Payment based on each participating Settlement Class member's proportionate workweeks worked during the Class Period.
- C. The Settlement Administrator will calculate the amount of each Individual PAGA Payment based on each PAGA Representative Group member's proportionate workweeks worked during the PAGA Period. The total amount that shall be divided among the PAGA Representative Group members based upon their proportionate workweeks shall be two thousand five hundred dollars (\$2,500).
- D. Within fourteen (14) business days following ACSB's deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Payment amounts and Individual PAGA Payment amounts, as well as the amount of employment taxes, and provide the same to counsel for review and approval. The Settlement Administrator will prepare and mail Individual Settlement Payments and Individual PAGA Payments, less any applicable taxes and withholdings, to participating Settlement Class members and to PAGA Representative Group members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to ACSB's counsel. ACSB shall also remit the employer's share of payroll taxes within this time frame to the Settlement Administrator, who shall promptly transmit such sum to the appropriate taxing authorities.
- E. For purposes of calculating applicable taxes and withholdings, each Individual Settlement Payment shall be allocated as follows: twenty-five percent (25%) as wages; and seventy-five percent (75%) as penalties and interest. Each Individual PAGA Payment shall be allocated as penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Form W-2 for amounts deemed "wages" and IRS Form 1099 for the amounts allocated as penalties and interest. Additionally, the Settlement Administrator will be responsible for issuing to

PAGA Representative Group members IRS Form 1099 for amounts allocated as penalties. Notwithstanding the treatment of the payments to each Settlement Class member and PAGA Representative Group member above, none of the payments called for by this Settlement Agreement, including any wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

- F. All checks for any Individual Settlement Payments and/or Individual PAGA Payments must be cashed within 180 days from the date the Settlement Administrator mails them. Any funds payable to Settlement Class members and/or PAGA Representative Group members whose checks are not cashed within 180 days after mailing will be transmitted by the Settlement Administrator to the California State Bar's Justice Gap Fund in the name of the aggrieved employees. Within 30 days after the void date on the checks, the Settlement Administrator will cause the aggregate sum represented by those uncashed checks to be sent to the California State Bar's Justice Gap Fund, whose address is as follows: Office of Access & Inclusion – Justice Gap Fund, The State Bar of California, 180 Howard Street, San Francisco, CA 94105.
 - G. Neither Plaintiff or Class Counsel, nor ACSB or its counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- 5. **Attorney's Fees and Costs.** Class Counsel will request a total award of attorney's fees of one-third of the Maximum Settlement Amount, plus actual costs as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.
 - 6. **Class Representative Enhancement Payment.** Plaintiff will request a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars (\$7,500) from the Maximum Settlement Amount for Plaintiff's general release of claims, her time and risks in prosecuting this case, and her service to the Settlement Class. This award will be in addition to Plaintiff's Individual Settlement Payment and Individual PAGA Payment and shall be reported on an IRS Form 1099 by the Settlement Administrator.
 - 7. **Settlement Administrator.** The Parties will request the appointment of a Settlement Administrator that has significant experience in administering class action and PAGA settlements. ACSB will not object to Plaintiff's seeking permission to pay for the Settlement Administrator's services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices, calculating Individual Settlement Payments, calculating Individual PAGA Payments, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized by Class Counsel to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments and Individual PAGA Payments have been mailed to all

participating Settlement Class members and to all PAGA Representative Group members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:
 - A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
 - B. Appointing Marcus J. Bradley of Bradley/Grombacher, LLP as Class Counsel;
 - C. Appointing Deborah Tan as Class Representative for the Settlement Class;
 - D. Preliminarily approving this Settlement Agreement, the proposed Class settlement, and the proposed PAGA settlement as fair, reasonable, and adequate;
 - E. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and the Notice of Settlement Award, attached hereto as Exhibits A and B, respectively), and directing the mailing of same; and
 - F. Scheduling a Final Approval hearing.
9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class and the PAGA Representative Group members shall be notified as follows:
 - A. Within twenty-one days after entry of an order preliminarily approving this Settlement Agreement, ACSB will provide the Settlement Administrator with the names, last known addresses, social security numbers, dates of employment during the Class Period, number of workweeks worked during the Class Period, and number of workweeks worked during the PAGA Period for all Settlement Class members and PAGA Representative Group members (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
 - B. Within fifteen (15) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members and PAGA Representative Group members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members and PAGA Representative Group members; (ii) update the addresses of any Settlement Class member and PAGA Representative Group member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class member and the estimated Individual PAGA Payment for each PAGA Representative Group member; (iv) provide its calculations to Counsel for ACSB for approval; and (v) mail a Notice Packet to each Settlement Class member and PAGA Representative Group member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
 - C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail an Exclusion Letter (defined below) to the

Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the settlement must submit an "Exclusion Letter" by the Response Deadline. The Exclusion Letter is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member's name, address, telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Exclusion Letter does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from this settlement, except an Exclusion Letter not containing a Settlement Class member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Exclusion Letter shall be the exclusive means used to determine whether an Exclusion Letter has been timely submitted. Any Settlement Class member who timely and validly requests to be excluded from the Settlement Class will not be entitled to receive an Individual Settlement Payment, will not be bound by the release of the class claims, and will not have any right to object, appeal, or comment on the resolution of the class claims.

D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement by submitting a written objection to the Settlement Administrator as explained in the Class Notice. The Settlement Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and ACSB's counsel, after which Class Counsel shall then promptly file such objections with the Court. Class Counsel and ACSB's counsel shall file and serve any responses to objections prior to the Final Approval Hearing. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to object but who fails to comply with the objection procedures set forth herein and/or in the Class Notice shall be deemed not to have objected.

E. Notice of Settlement Award / Disputes. Each Notice Packet shall contain a Notice of Settlement Award, in which shall be disclosed the amount of the Settlement Class member's estimated Individual Settlement Payment and the number of workweeks worked during the Class Period. If applicable, it shall also include the estimated amount of any Individual PAGA Payment and the number of workweeks worked during the PAGA Period. Settlement Class Members and PAGA Representative Group members will have the opportunity, should they disagree with ACSB's records regarding the information stated in their Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any

supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted and will make a determination after consulting with the Parties. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments and any Individual PAGA Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment and any Individual PAGA Payment shall be binding upon the Settlement Class members, the PAGA Representative Group members, and the Parties.

F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member and/or PAGA Representative Group member immediately, and in any event within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member and PAGA Representative Group member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member and/or the PAGA Representative Group member received the Notice Packet. Settlement Class members and PAGA Representative Group members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's or PAGA Representative Group member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or ACSB's counsel to provide notice of the proposed settlement.

G. Notice of the final judgment shall be given to the Settlement Class members and the PAGA Representative Group members by posting a copy of the final judgment on the Settlement Administrator's website for a period of sixty calendar days.

10. **ACSB's Option to Nullify the Agreement.** In the event that ten percent (10%) or more of the Settlement Class members opt-out of the Settlement, ACSB shall have the option of nullifying the Settlement Agreement. In order to exercise this option, ACSB must notify Class Counsel in writing that it is exercising this option within thirty (30) days after expiration of the Opt-Out period set forth above if the number of opt-outs equals ten percent or more of Settlement Class members. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement

Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid by ACSB.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:
 - A. Granting final approval of the Settlement Agreement, the proposed Class settlement, and the proposed PAGA settlement, and adjudging their terms to be fair, reasonable, and adequate;
 - B. Approving Plaintiff's and Class Counsel's application for attorney's fees, costs, Class Representative Enhancement Payment, and settlement administration costs; and
 - C. Entering judgment pursuant to California Rule of Court 3.769.
12. **Nullification of Settlement Agreement.** In the event: (i) the Court does not preliminarily approve the Settlement as specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Court does not enter a final judgment as provided herein; (iv) ACSB exercises its option to nullify the Agreement based on an excessive number of opt-outs, as described in paragraph 10; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void. Should any of the foregoing occur, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their Counsel. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid in equal parts by Plaintiff and ACSB. However, if the Settlement is nullified by ACSB pursuant to paragraph 10, ACSB shall pay any costs incurred by the Settlement Administrator.
13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.
14. **Non-Disclosure and Non-Publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and PAGA Representative Group members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of

allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

15. **Tax Liability.** Settlement Class Members are responsible for their shares of payroll taxes, which shall be deducted from their individual settlement payments. PAGA Representative Group members are responsible for any taxes related to the Individual PAGA Payments. Defendant is responsible for its share of payroll taxes outside of the Maximum Settlement Agreement, and these taxes will not be deducted from the Maximum Settlement Amount.

ACSB, ACSB's Counsel, Plaintiff, and Class Counsel make no representations as to the tax treatment or legal effect of the payments called for herein. Plaintiff, the Settlement Class members, and the PAGA Representative Group members are not relying on any statement or representation by ACSB, Defense Counsel, Plaintiff, or Class Counsel in this regard. Plaintiff, the Settlement Class members, and the PAGA Representative Group members understand and agree that Plaintiff and Settlement Class members will be solely responsible for the payment of any taxes and penalties assessed on the payments to them described herein.

16. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

17. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

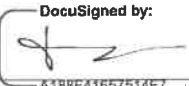
if to ACSB: David L. Martin, Martin Law, 19800 MacArthur Blvd, Ste 1000,
Irvine, CA 92612; dave@employmentdefenselaw.com

if to Plaintiff: Marcus J. Bradley, Bradley/Grombacher, LLP, 3165 Oak Crest
Dr, Ste 240, Westlake Village, CA 91361;
mbradley@bradleygrombacher.com

18. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, memorandums of understanding, contracts, and writings prior to the date hereof relating to the subject matters hereof.
19. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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READ AND AGREED TO INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASS:

DocuSigned by:

Plaintiff Deborah Tan

Dated: 3/17/2021, 2021

READ AND AGREED TO ON BEHALF OF ACSB, LLC:


By: Jeff Bradshaw, Manager
Defendant ACSB, LLC

Dated: March 17, 2021

APPROVED AS TO FORM:

DATED: 3/17, 2021

BRADLEY/GROMBACHER, LLP

By: 
Marcus J. Bradley
Kiley L. Grombacher
Lirit A. King
Counsel for Plaintiff Deborah Tan

DATED: March 17, 2021

MARTIN LAW

By: 
David L. Martin
Counsel for Defendant ACSB, LLC

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DEBORAH TAN individually and on behalf of other
individuals similarly situated,

Plaintiff,

v.

ACSB, LLC, a California limited liability company dba
ASPEN SKILLED HEALTHCARE, and DOES 1-100,
inclusive,

Defendant.

Case No. 20STCV09800

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees of ACSB, LLC ("ACSB") who worked for ACSB in California at any time from March 11, 2016, through <<DATE OF PRELIMINARY APPROVAL>> (collectively, the "Settlement Class").

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

A proposed class action settlement (the "Settlement") has been reached between Plaintiff Deborah Tan ("Plaintiff") and Defendant ACSB, LLC ("ACSB") in the case of *Deborah Tan v. ACSB, LLC, et al.*, Los Angeles Superior Court Case No. 20STCV09800 (the "Action") and has been granted preliminary approval by the Court. Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

ACSB vigorously disputes the claims asserted in this litigation. ACSB enters into this Settlement for the sole purpose of avoiding the operational burden, expense, and uncertainty of continuing litigation. The Court has not made a determination about any of the contentions of the parties. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims asserted by Plaintiff.

You may be entitled to money from this Settlement. ACSB's records show that you were employed by ACSB in California as a non-exempt employee between March 11, 2016, and <<END OF CLASS PERIOD>> (the "Class Period"). You have received this Notice because you have been identified as a member of the Settlement Class and the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Deborah Tan ("Plaintiff") alleges in the Action that ACSB failed to provide rest periods or compensation in lieu thereof, failed to provide meal periods or compensation in lieu thereof, failed to timely pay wages, failed to provide accurate written notices to employees within thirty days of hire, failed to pay accrued vacation wages, failed to pay for all time worked and overtime worked, failed to pay all wages owed at separation, failed to provide accurate itemized employee wage statements, failed to keep complete records, and engaged in unfair business practices. Plaintiff also asserts a claim for civil penalties under the Private Attorneys General Act ("PAGA").

ACSB denies all of Plaintiff's claims and asserts that it has complied with all applicable laws at all times. ACSB

denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of ACSB, which expressly denies all liability and enters into the Settlement solely for the purposes of compromising and settling the Action to avoid the cost and operational burden of continued litigation.

Plaintiff is referred to herein as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are referred to herein as "Class Counsel." All current and former non-exempt employees of ACSB who worked for ACSB in California at any time from August 21, 2019, through <<PRELIM APPROVAL DATE ("the PAGA Period") are referred to herein as PAGA Representative Group members.

After ACSB provided relevant information to Class Counsel, the Settlement was reached after a mediation between the parties. The Class Representative and Class Counsel have concluded that it is in the interests of Settlement Class members and PAGA Representative Group Members to settle the Action on the terms summarized in this Notice, and they support the Settlement. Among the reasons for support are the defenses to liability available to ACSB, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by ACSB, your decision about whether to participate in the Settlement will not affect your employment. In accordance with California law, ACSB strictly prohibits retaliation. ACSB will not take any adverse employment action against or otherwise retaliate or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class:	Attorneys for ACSB:
BRADLEY/GROMBACHER, LLP Marcus J. Bradley mbradley@bradleygrombacher.com 3165 Oak Crest Dr Ste 240 Westlake Village, CA 91361 Tel: (805) 270-7100 Fax: (805) 270-7589	MARTIN LAW David L. Martin dave@employmentdefenselaw.com 19800 MacArthur Blvd Ste 1000 Irvine, CA 92612 Tel: (949) 491-4805

What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily granted conditional certification of a class, for settlement purposes only, of all current and former non-exempt employees of ACSB who worked for ACSB in California at any time during the Class Period. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against ACSB as described below.

ACSB has agreed to pay \$250,000 (the "Maximum Settlement Amount" or "MSA") to fund this settlement and to fully resolve all claims in the Action, including all payments of Settlement Shares to participating Settlement Class members, the PAGA payment, Class Counsel's fees, costs and expenses, Settlement administration costs, alleged penalties, interest, and the Class Representative's Enhancement Payment.

The following deductions from the MSA will be requested by Plaintiff:

Settlement Administration Costs. The Court has approved <<NAME OF SETTLEMENT ADMINISTRATOR>> to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Settlement Administrator's costs of

<<ESTIMATED AMOUNT OF COSTS>> in administering the Settlement are to be paid from the MSA.

Class Counsel Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorney's fees, which will be paid from the MSA. Settlement Class members are not personally responsible for any of Class Counsel's attorney's fees or expenses. Class Counsel will ask the Court for fees of up to one-third of the MSA, which is currently estimated to be \$83,333.33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement for verified costs Class Counsel incurred in connection with the Action, currently estimated to be <<ESTIMATED COST>>.

Enhancement Payment to Class Representative. Class Counsel will ask the Court to award the Class Representative an enhancement payment in the amount of \$7,500 to compensate her for her service and extra work provided on behalf of the Settlement Class members.

PAGA Claims. From the settlement fund, \$10,000 will be allocated to the PAGA claims, with 75% going to the California Labor and Workforce Development Agency ("LWDA") and 25% going to Plaintiff and the putative PAGA Representative Group members.

Calculation of Participating Class Members' Individual Settlement Payments. After deducting the amounts above, subject to Court approval, the balance of the Maximum Settlement Amount will form the Net Settlement Amount ("NSA"), which will be distributed to all participating Settlement Class members (i.e., all Settlement Class members except those who have submitted a timely Exclusion Letter) and will be allocated proportionally to all participating Settlement Class members based on each participating Settlement Class member's number of workweeks worked during the Class Period (from March 31, 2016 through <<PRELIM APPROVAL DATE>>) as compared to the total number of workweeks worked by all participating Settlement Class members during the Class Period.

Calculation of Individual PAGA Payments. The amount of two thousand five hundred dollars (\$2,500) will be distributed to members of the PAGA Representative Group and will be allocated proportionally based on the number of workweeks that each member of the PAGA Representative Group worked during the PAGA Period (from August 21, 2019 through <<PRELIM APPROVAL DATE>>) as compared to the total number of workweeks worked by all members of the PAGA Representative Group during the PAGA Period.

Payments to Participating Settlement Class Members. If the Court grants final approval of the Settlement, individual Settlement Payments will be mailed to all Settlement Class members who did not submit a valid and timely Exclusion Letter (described below). Additionally, individual PAGA payments will be mailed to all members of the PAGA Representative Group.

Allocation and Taxes. For tax purposes, each Settlement Share will be treated as 25% "wages," for which an IRS form W-2 will be issued; and 75% interest and penalties, for which an IRS form 1099 will be issued. The individual PAGA payments shall be treated as penalties for which an IRS form 1099 will be issued. ACSB will separately pay the employer-side payroll taxes on the amount designated wages. Participating Settlement Class members and PAGA Representative Group members are responsible for the proper income tax treatment of the Settlement Shares and the individual PAGA payments. The Settlement Administrator, ACSB and its counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, participating Settlement Class members and PAGA Representative Group members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Uncashed Checks: Each member of the Settlement Class and PAGA Representative Group who receives an Individual Settlement Payment or individual PAGA payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing will be transmitted by the Settlement Administrator to the California State Bar's Justice Gap Fund in the name of the aggrieved employees.

Release. If the Court approves the Settlement, each Settlement Class member who has not submitted a valid Exclusion Letter, will release ACSB, its past and present officers, directors, shareholders, owners, employees, agents, principals, representatives, accountants, auditors, consultants, affiliates, related companies, parents,

subsidiaries, successors in interest, predecessors in interest, and attorneys (collectively, the “Released Parties”) from all claims, demands, rights, liabilities, and causes of action that were pled in Plaintiff’s Second Amended Complaint in the Action, or that could have been asserted based on the factual allegations in the Second Amended Complaint in the Action, that arose during the Class Period with respect to the following claims: failure to provide rest periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to provide meal periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to timely pay wages in violation of Labor Code section 204; failure to provide the written notice required by Labor Code section 2810.5; failure to pay accrued vacation wages in violation of California Labor Code section 227.3; failure to pay for all time worked and overtime worked; failure to pay all wages owed at termination in violation of California Labor Code section 203; failure to provide accurate itemized employee wage statements in violation of Labor Code sections 226, 1174, and 1175; failure to keep complete records in violation of Labor Code sections 1174 and 1174.5; all claims for unfair business practices under Business and Professions Code section 17200 and related sections that are premised on the facts, claims, causes of action, or legal theories described above; and civil penalties pursuant to the Private Attorneys General Act.

Release Period. The release period will be from March 11, 2016 to the date of preliminary approval for the following claims: failure to timely pay wages in violation of Labor Code section 204; failure to pay accrued vacation wages in violation of California Labor Code section 227.3; failure to pay for all time worked and overtime worked; failure to provide accurate itemized employee wage statements in violation of Labor Code sections 226, 1174, and 1175; failure to keep complete records in violation of Labor Code sections 1174 and 1174.5; and violation of California Business and Professions Code section 17200 and related sections. The release period will be from May 31, 2018 to the date of preliminary approval for the following claims: failure to provide rest periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to provide meal periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; and failure to pay all wages owed at termination in violation of California Labor Code section 203. The release period will be from August 21, 2019 to the date of preliminary approval for the following claims: failure to provide the written notice required by Labor Code section 2810.5; and civil penalties pursuant to the Private Attorneys General Act.

Release by PAGA Representative Group Members. If the Court approves the Settlement, each of the PAGA Representative Group members will be bound by the approval and judgment and thereby release the Released Parties from all PAGA claims which were asserted in Plaintiff’s Second Amended Complaint filed in the Action, which include claims for penalties predicated upon the following: failure to provide rest periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to provide meal periods or compensation in lieu thereof in violation of Labor Code sections 200, 226.7, and 512; failure to timely pay wages in violation of Labor Code section 204; failure to provide the written notice required by Labor Code section 2810.5; failure to pay accrued vacation wages in violation of California Labor Code section 227.3; failure to pay for all time worked and overtime worked; failure to pay all wages owed at termination in violation of California Labor Code section 203; failure to provide accurate itemized employee wage statements in violation of Labor Code sections 226, 1174, and 1175; failure to keep complete records in violation of Labor Code sections 1174 and 1174.5; all claims for unfair business practices under Business and Professions Code section 17200 and related sections that are premised on the facts, claims, causes of action, or legal theories described above; claims for civil penalties and other relief pursuant to Labor Code section 2699, and the sections preceding and following section 2699. The release of PAGA claims will be from August 21, 2019 to the date of preliminary approval.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on your number of workweeks worked during the Class Period. If you are a member of the PAGA Representative Group, you will be entitled to your individual PAGA payment. You also will be bound by the Settlement, including the release of claims stated above.

What if I disagree with the Notice of Settlement Award? As stated above, your Individual Settlement Payment is calculated based on your number of workweeks worked during the Class Period. Your estimated Individual Settlement Payment is included on the enclosed Notice of Settlement Award, along with your number of workweeks worked during the Class Period based on ACSB's records. Additionally, any individual PAGA payment is calculated based on the number of workweeks during the PAGA Period worked by a member of the PAGA Representative Group. Any estimated individual PAGA payment is included on the enclosed Notice of Settlement award, along with the number of workweeks worked during the PAGA Period, if any, based on ACSB's records. If you believe any of this information is incorrect, you may submit evidence to support a claim that ACSB's records are in error by following the directions on the Notice of Settlement Award. In such a case, you must complete the bottom section of the Notice of Settlement Award and return it to the Settlement Administrator by <<RESPONSE DEADLINE>> with any relevant documentation to establish the number of workweeks that you claim to have actually worked or any other information you dispute. **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and the Settlement Administrator will evaluate any evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members and PAGA Representative Group members. The Settlement Administrator's decision regarding any dispute will be final.

What other options do I have?

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Class Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Exclusion Letter" postmarked no later than <<RESPONSE DEADLINE>>, with your full name, current address, and telephone number, last four digits of your social security number, and signature. If you are a member of the PAGA Representative Group, you are not able to exclude yourself from the PAGA settlement. The Exclusion Letter should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *TAN v. ACSB* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT."

Send the Exclusion Letter directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Exclusion Letter shall, upon receipt, no longer be a Settlement Class member, shall be barred from objecting to or participating in the Class Settlement, and shall receive no benefits from the Class Settlement. If you are a member of the PAGA Representative Group, you are not able to exclude yourself from the PAGA settlement.

Do not submit both an Objection and an Exclusion Letter. If you do, the Exclusion Letter will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement, including the release of claims stated above.

Objecting to the Settlement. If you do not exclude yourself from the Settlement, you have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must include your full name, current address, and phone number; the name, address and phone number of any attorney representing you; the case name and number; each specific reason in support of your objection; and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Objections must be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 14 of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You have the right to appear either in person or through your own attorney (at your own expense) at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE

DEADLINE>>. All objections or other correspondence must state the name and number of the case, which is *Deborah Tan v. ACSB, LLC, et al.*, Los Angeles Superior Court Case No. 20STCV09800.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement, including the release of claims stated above, in the same way as Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 14 of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012. Currently, due to the COVID-19 Pandemic, it is likely that the hearing will be held virtually via LACourtConnect. More information about LACourtConnect is available on the Court's website at <https://my.lacourt.org/laccwelcome>.

The Court also will be asked to rule on Class Counsel's request for attorney's fees and costs and expenses and the enhancement payment to the Class Representative. The Final Approval Hearing may be postponed without further notice to the Settlement Class. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

Currently due to the COVID-19 pandemic, the Court has instituted several mandatory measures. All persons entering any courthouse or courtroom shall wear a face mask over both the nose and mouth while in public areas of the courthouse or courtroom. Face masks with valves are not permitted. Face shields may not be worn without a face mask except as required by a physician. Children under the age of two (2) are exempt from the order. Additionally, any individuals entering Court facilities must maintain at least six (6) feet of physical distance from all persons (except those within your household) at all times. Comply with social distance signage throughout the courthouse.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012, during regular court hours. You may also contact Class Counsel listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

REMINDER AS TO TIME LIMITS

The deadline for submitting an Exclusion Letter, Dispute, or Objection is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

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DEBORAH TAN V. ACSB, LLC
LOS ANGELES SUPERIOR COURT CASE NO. 20STCV09800

If you dispute the above information from ACSB's records, ACSB's records will control unless you are able to provide documentation that establishes that ACSB's records are mistaken. If there is a dispute about whether ACSB's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: _____

Signature: _____

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.