

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Rosemarie Blanquet (“Plaintiff”) and Defendants ASFC, LLC (“ASFC”) and Aspen Skilled Healthcare, Inc. (“Aspen”). ASFC and Aspen are collectively referred to herein as “Defendants.” The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Rosemarie Blanquet v. ASFC, LLC, et. al.* initiated on March 25, 2021 and amended on June 4, 2021, which is pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all non-exempt employees who worked for ASFC, LLC (“ASFC”) in California during March 24, 2020 to November 21, 2022 (“PAGA Period”).
- 1.5. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in ASFC’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employees’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Orange.
- 1.8. “Defense Counsel” means Martin Law Firm, PC.
- 1.9. “Effective Date” means the date: the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.10. “Gross Settlement Amount” means \$173,665.00 which is the total amount ASFC agrees to pay under the Settlement except as provided in Paragraph 9 below.

The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment. The Gross Settlement Amount is exclusive of and separate from any individual settlement by and between Defendants and Plaintiff intended to resolve Plaintiff's individual claims.

- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employees worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. "PAGA Counsel" means Aegis Law Firm, PC, the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for ASFC for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from March 24, 2020 to November 21, 2022.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's March 24, 2021 letter to Defendants and the LWDA and Plaintiff's August 8, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$26,444.17) and the 75% to LWDA (\$79,332.50) in settlement of PAGA claims.

- 1.23. “Plaintiff” means Rosemarie Blanquet, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. “Released Parties” means: ASFC, LLC and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.
- 1.27. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On March 25, 2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against ASFC, LLC and Aspen Skilled Healthcare, Inc. for: (1) Failure to pay minimum wages; (2) Failure to pay overtime wages; (3) Failure to provide meal periods; (4) Failure to permit rest breaks; (5) Failure to provide accurate itemized wage statements; (6) Failure to pay all wages due upon separation of employment; and (7) Violation of business and professions code section 17200, *et seq.* On June 4, 2021, Plaintiff filed a First Amended Complaint alleging a cause of action against ASFC and Aspen for Violations of Labor Code Section 2698, *et seq.* (PAGA). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to ASFC, LLC and the LWDA by sending the PAGA Notice.
- 2.3. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. ASFC promises to pay \$173,665.00 and no more as the Gross Settlement Amount. This Gross Settlement Amount is separate from and does not include Plaintiff's Individual Settlement Amount. ASFC has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to ASFC.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount stated in Paragraph 3.1 of this Agreement, which is currently estimated to be \$57,888.33 and PAGA Counsel Litigation Expenses Payment of not more than \$5,000. ASFC will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$105,776.67 to be paid from the Gross Settlement Amount, with 75% (\$79,332.50) allocated to the LWDA PAGA Payment and 25% (\$26,444.17) allocated to the Individual PAGA Payments.

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3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$105,776.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employees' Pay Periods. Based on a review of its records to date, ASFC estimates there are 467 Aggrieved Employees who worked a total of 7,612 PAGA Pay Periods.

4.2. Aggrieved Employees' Data. Within 21 days after the Court approves the PAGA settlement, ASFC will deliver the Aggrieved Employees' Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employees' Data in confidence, use the Aggrieved Employees' Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employees' Data to Administrator employees who need access to the Aggrieved Employees' Data to effect and perform under this Agreement. ASFC has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employees' Data omitted employee identifying information and to provide corrected or updated Aggrieved Employees' Data as soon as reasonably feasible. Without any extension of the deadline by which ASFC must send the Aggrieved Employees' Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employees' Data.

4.3. Funding of Gross Settlement Amount. ASFC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 35 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after ASFC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Bar's Justice Gap Fund.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate ASFC to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when ASFC fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties and other relief pursuant to Labor Code Sections 2698, *et seq.* that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the First Amended Complaint, PAGA Notice dated March 24, 2021, or PAGA Notice dated August 18, 2021, which include but are not limited to claims for PAGA penalties predicated upon the following: failure to pay all wages, including minimum wages, commissions, and overtime wages; failure to pay wages at the proper rates, including failing to pay reporting time pay, failing to pay for required off-the-clock work, and failing to properly include incentive pay such as shift differentials in the overtime rate and when otherwise required; failure to provide compliant meal periods or compensation in lieu thereof in violation of Labor Code sections 226.7, and 512; failure to provide compliant rest periods or compensation in lieu thereof in violation

of Labor Code sections 226.7, and 512; failure to maintain true and accurate records in violation of Labor Code sections 1174 and 1174.5, including failing to include accurate total hours worked by including non-working hours in the total, and not including accurate hours, rates and wages; failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to aggrieved employees; failure to implement a proper alternative workweek; failure to pay overtime and double time pay for hours worked in excess of eight hours in a day; failure to pay employees during health screenings; failure to pay employees for time worked off the clock; failure to timely pay wages during employment; failure to timely pay wages due upon separation of employment; claims for violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198; and claims for civil penalties and other relief pursuant to Labor Code sections 2698, 2699, and the sections following sections 2698 and 2699.

5.2 Release by PAGA Counsel:

PAGA Counsel release the Released Parties from all claims for PAGA Fees incurred in connection with prosecuting the current action and PAGA notices.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** PAGA Counsel shall prepare and file an application, motion, or stipulation for approval of this Settlement, and counsel for Defendants shall have an opportunity to review at least five days prior to filing.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; and (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application, motion, or stipulation for approval of this Settlement no later than [30] days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone, and in good faith, to resolve the disagreement. If the

Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEES SIZE ESTIMATES. Based on its records, ASFC estimates that, as of the date of this Settlement Agreement, (1) there are 467 Aggrieved Employees who worked 7,612 Pay Periods during the PAGA Period. The Parties agree there is no escalator clause, and the amount of the GSA shall not increase. However, if the number of pay periods during the PAGA period exceeds 9,946, which is 15% more than the 8,649 pay periods Defendants initially calculated for the PAGA period, Plaintiff has the right to void the Settlement. For purposes of filing the approval motion, Defendants agree to provide a declaration under penalty of perjury, attesting to the total pay period count.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the release, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not

include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 Dismissal of Aspen Skilled Healthcare, Inc. Plaintiff acknowledges that she lacks standing to proceed with PAGA claims against Aspen Skilled Healthcare, Inc. in light of this settlement agreement. Aspen Skilled Healthcare, Inc. has asserted throughout the litigation and continues to assert that it never employed Plaintiff and that Plaintiff has never had standing to proceed against Aspen Skilled Healthcare, Inc. on an individual, class, or PAGA basis. Plaintiff agrees not to proceed on a PAGA, class, or other basis against Aspen Skilled Healthcare, Inc. or affiliated companies. Plaintiff will file a request for dismissal of any individual claims against Aspen Skilled Healthcare, Inc. with prejudice pursuant to the terms of the Parties' separately executed Individual Settlement Agreement within five court days after the individual settlement is funded.

10.2 Representation. Plaintiff and her counsel represent and warrant that they are not currently aware of any: (a) unalleged claims against Defendants in addition to, or different from, those which are finally and forever settled and released against Defendants by this settlement; or (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendants, except such facts and theories specifically alleged in the operative complaint in this action. Plaintiff and her counsel further represent that, other than this action, they have no current intention of asserting any other claims against Defendants in any judicial or administrative forum, including but limited to any class claims. Plaintiff and her counsel represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendants.

10.3 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party, with the exception of the individual settlement agreement entered into by the Parties.

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10.5 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.7 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.12. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. However, PAGA Counsel shall be permitted to discuss or disclose details as necessary to describe their qualifications as counsel in other cases.

10.13 Use and Return of Aggrieved Employees' Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data

provided to PAGA Counsel by ACSF in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, and upon the request of Defendants, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employees' Data received from Defendants.

10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Jessica L. Campbell
Sam A. Wong
Kashif Haque
Jamie M. Loos
AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
jcampbell@aegislawfirm.com
jloos@aegislawfirm.com

To Defendants:
David L. Martin
Martin Law Firm, PC
19800 MacArthur Boulevard, Suite 680
Irvine CA, 92612
dave@employmentdefenselaw.com

10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: _____

Rosemarie Blanquet

DATED: 5/1/2023 _____

DocuSigned by:

Jared Kirkwood

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ASFC, LLC

Jared Kirkwood

Printed Name

General Counsel

Title

DocuSigned by:

Jared Kirkwood

DATED: 5/1/2023 _____

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Aspen Skilled Healthcare, Inc.

Jared Kirkwood

Printed Name

General Counsel

Title

DATED: _____

AEGIS LAW FIRM, PC

By: _____

Attorneys for the Plaintiff and the Aggrieved Employees

DATED: 5/1/2023 _____

MARTIN LAW FIRM, PC

DocuSigned by:

David L. Martin

By: _____

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Attorneys for Defendants ASFC, LLC and Aspen Skilled Healthcare, Inc.

10.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: 4/10/2023 _____

DocuSigned by:

A91AF707EF674C6...
Rosemarie Blanquet

DATED: _____

ASFC, LLC

Printed Name

Title

DATED: _____

Aspen Skilled Healthcare, Inc.

Printed Name

Title

DATED: 4/10/2023 _____

AEGIS LAW FIRM, PC

By:  _____

Attorneys for the Plaintiff and the Aggrieved Employees

DATED: _____

MARTIN LAW FIRM, PC

By: _____

Attorneys for Defendants ASFC, LLC and Aspen Skilled Healthcare, Inc.