NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

This notice pertains to the settlement of class action lawsuits entitled *Miller, et al., v. ASMB, LLC, et al.,* Orange County Superior Court Case No. 30-2024-01439749-CU-NP-CXC and *Saephan v. Aspen Skilled Healthcare, et al.*, Orange County Superior Court Case No. 30-2024-01394825-CU-NP-CXC; (the "Lawsuits"). The Settlement Class Members include all persons who resided in, or currently reside in, one or more of the following facilities during the time period specified below (the "Resident Class") or, if such a resident is now deceased, his or her heir or legal successor-in-interest (the "Successor Class Members"). To confirm whether you are a Settlement Class Member, visit www.cptgroupcaseinfo.com/AspenSettlement or call 1-888-267-0239.

Facility	**Applicable Time Period**
<<*Facility*>>	<<Class Period>>

The Lawsuits were filed against the above-referenced Facilities and related entities (collectively, "Defendants").

WHAT ARE THE LAWSUITS ABOUT?

Plaintiffs allege that Defendants failed to meet California's nurse staffing requirements during the above times (defined as the "Settlement Class Period" as to each Facility). Defendants deny these allegations. The parties agreed to settle the Lawsuit. The Court preliminarily approved the settlement and this notice.

WHAT ARE THE KEY SETTLEMENT TERMS?

1. **Cash Payments:** Defendants have agreed to pay the Settlement Class as follows:

(a) Every Settlement Class Member who is a current resident of one of the Facilities an automatic credit of $250 (two hundred fifty dollars) to that Settlement Class Member's Facility trust account or in the form of a check if the Eligible Class Member who is a Current Resident does not have a facility trust account,

(b) Every Settlement Class Member who is a former resident of one of the Facilities and who timely submits a claim a cash payment in the amount of $225 (two hundred twenty-five dollars), and

(c) The successors-in-interest of each deceased Settlement Class Member who timely submit a claim a cash payment in the collective total amount of $125 (one hundred twenty-five dollars) ("Cash Payment'")

These Cash Payments shall equal up to the total Settlement Amount of $12,000,000.00.

Eligible Settlement Class Members shall be given one hundred eighty (180) days from mailing to cash their settlement checks, plus additional forty-five (45) days from the mailing of a reminder notice to those Eligible Settlement Class Members who have not cashed their checks within the initial one hundred eighty (180) day period. If there are uncashed checks after 18 months from date of mailing of the check, the Settlement Administrator shall cancel the uncashed checks.

To obtain a payment, Settlement Class Members who are current residents need do nothing. Settlement Class Members who are former residents or the successors-in-interest of deceased Settlement Class Members must submit a timely and complete claim form (described below), that is postmarked no later than December 17, 2025. More information can be found at www.cptgroupcaseinfo.com/AspenSettlement. Authorized personal representatives of any Settlement Class Member may submit a claim, or opt-out or object to this settlement.

1.1 Final Effective Date

As used herein, the term Final Effective Date generally means the date the deadline to appeal the Settlement Agreement runs, or if an appeal is taken, the day the appeal process ends. Please see the Settlement Agreement for the precise definition.

2. **Staffing Contract:** As part of the settlement, Defendants have agreed to a Staffing Contract that requires the Facility Defendants to ensure that nursing staff levels remain adequate to ensure quality resident care based on the needs of individual residents in compliance with California law. The Staffing Contract will begin on the Final Effective Date and will remain in place for two (2) years thereafter. Under the Staffing Contract, Defendants will submit semi-annual reports to a third party Monitor detailing their nurse staffing levels during that time period. Defendants have agreed to pay for all costs associated with the Staffing Contract and the Monitor pursuant to the Settlement Agreement.

3. **Releases:** In exchange for these benefits, Settlement Class Members will be releasing all "Released Claims," which is defined in the Settlement Agreement as follows:

> **"Released Claims"** means and includes, subject to the exclusions below, for the applicable Settlement Class Period, any and all claims, class claims, actions, causes of actions, suits, liens, demands, causes of action, obligations, damages, liabilities, and proceedings of any nature whatsoever whether or not known, suspected, or claims, that were or could have been asserted in the Actions that are based upon, arise out of, or relate to the following:
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> (a) Alleged violations of California Health and Safety Code section 1430(b) based on alleged violations of the patient rights afforded by Health and Safety Code section 1599.1(a) and 22 California Code of Regulations ("CCR") sections 72329.1 and 72527(a)(25), including any related federal statutes and regulations (e.g., 42 C.F.R. section 483.35) based on the acts or omissions alleged in the Actions.
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> (b) Alleged unfair and unlawful business practices resulting from: (1) allegedly failing to employ an adequate number of qualified nursing personnel in violation of Health and Safety Code section 1599.1(a); (2) allegedly representing to residents and family members the level of nurse staffing and quality of care provided at the subject skilled nursing facilities; and (3) allegedly failing to disclose to residents and family members that the subject facilities did not and would not comply with Health and Safety Code section 1599.1(a).
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> (c) Alleged violations of the California Consumers Legal Remedies Act and the Unfair Competition Law by: (1) allegedly misrepresenting to residents and family members that the subject skilled nursing facilities provided sufficient and lawful nurse staffing to meet the needs of the residents; and (2) allegedly failing to disclose to residents and family members that the subject facilities do not and would not provide sufficient nurse staffing to comply with state law.
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> Specifically excluded from the Released Claims are claims arising out of obligations created by this Agreement, and any and all individual claims for personal injuries, wrongful death, elder abuse or Health and Safety Code section 1430(b) claims not based on violations alleged in the Actions.

By releasing these claims, you will be giving up important rights and benefits, so you may wish to consult with your own attorney regarding participation in the settlement.

4. **Attorneys' Fees and Costs:** The Court has appointed Garcia & Artigliere to serve as Settlement Class Counsel. These lawyers have worked on the case since its inception and have not been paid any money for their services to date. At the same time as the final settlement approval hearing, described below, Settlement

Class Counsel will petition the Court for an award of attorneys' fees for their services on behalf of the class in the amount of $3.6 million. This amount is inclusive of the out of pocket expenses incurred by Settlement Class Counsel. The fees and costs paid to Settlement Class Counsel, whatever the amount the Court determines it to be, will be paid for by the Defendants and will not impact in any way the payments to class members.

Settlement Class Counsel will submit their application for attorneys' fees to the Court no later than December 4, 2025. The application for attorneys' fees will be posted on the class action website at www.cptgroupcaseinfo.com/AspenSettlement. The Court will ultimately determine what constitutes a reasonable attorneys' fee.

5. **Service Payments:** Subject to Court approval, Defendants will pay service payments of $10,000 to each of the named plaintiffs. These payments are for the services the class representatives provided on behalf of the settlement class.

FINAL SETTLEMENT APPROVAL

The Court has set the date for hearing on the motion for final settlement approval and for the approval of Settlement Class Counsel's fees and costs for December 4, 2025 at 2:00 p.m. (the "Final Approval Hearing"). The Final Approval Hearing will take place in Department CX102 of the Orange County Superior Court, 751 W. Santa Ana Blvd., Santa Ana, CA 92701.

Though no change to the date for the Final Approval Hearing is anticipated, the date may change without further notice to the class. To confirm the date, please visit www.cptgroupcaseinfo.com/AspenSettlement.

WHAT ARE YOUR OPTIONS?

OPTION NO. 1:

If you wish to participate in the settlement here is what you have to do. In order to receive a Cash Payment, Settlement Class Members who are a current resident of one of the Facilities need do nothing and will receive an automatic credit of $250 (two hundred fifty dollars) to that Settlement Class Member's Facility trust account or $250 in the form of a check if the Eligible Class Member who is a Current Resident does not have a facility trust account.

If you **are a former resident of one of the Facilities, or the successor-in-interest of a deceased former resident, or their personal representatives, you MUST COMPLETE THE ENCLOSED CLAIM FORM and submit it along with the required documentation.** Claim forms and other required documentation must be sent to the settlement administrator, post marked on or before December 17, 2025. If the Court approves the settlement and you have submitted a timely and complete claim form, you will be mailed a check. Before cashing the check, however, you should consider whether the receipt of settlement funds will impact your eligibility for Medi-Cal or other benefits. Information regarding this issue is available by visiting www.cptgroupcaseinfo.com/AspenSettlement. You will be legally bound by all orders and the judgment of the Court, and you will not be able to sue, or continue to sue, the Defendants relating to their staffing levels during the Class Period.

OPTION NO. 2:

If you do not want to remain a Settlement Class Member, you may choose to exclude yourself from the Lawsuit, by fully completing and submitting to the Settlement Administrator at the address below a Request for Exclusion Form, a blank of which is attached to this Class Notice. **The request for exclusion (opt-out) letter must be postmarked no later than October 18, 2025** and must be signed by the person(s) to whom this Notice is addressed, or their legally authorized representative. If you opt-out, you will not receive any settlement payment. However, you will retain your right to sue the Defendants for any claims you may have and will not be bound by any Court orders or judgments.

OPTION NO. 3:

If you wish to remain a Settlement Class Member but object to the proposed settlement or the request for fees and costs by Settlement Class Counsel, you must fully complete and submit to the Settlement Administrator at the address below an Objection Form, a blank of which is attached to this Class Notice. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense, provided you notify the Court of your intent to do so. All fully completed Objection Forms **must be postmarked on or before October 18, 2025**.

SUMMARY OF KEY DATES FOR SETTLEMENT APPROVAL PROCESS

- October 18, 2025 - Deadline to Submit Request for Exclusion Letter
- October 18, 2025 - Deadline to Submit Notice of Objection and/or Intent to Appear at the Final Approval Hearing
- December 4, 2025 at 2:00 p.m. - Final Approval Hearing
- December 17, 2025 - Deadline to Submit Claim Form

HOW CAN YOU GET MORE INFORMATION?

This notice summarizes the Settlement Agreement only. To obtain information regarding the case, including the complete Settlement Agreement, official case notices and other documents, visit www.cptgroupcaseinfo.com/AspenSettlement, or contact the Settlement Administrator at 1-888-267-0239. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined at the Courthouse located at Orange County Superior Court, 751 W. Santa Ana Blvd., Santa Ana, CA 92701, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. Do not otherwise contact the court staff for such information, but you may submit timely objections to the proposed settlement according to the instructions provided above. You may also review relevant court filings at www.cptgroupcaseinfo.com/AspenSettlement.