

1 Kathryn A. Stebner, State Bar No. 121088  
STEBNER AND ASSOCIATES  
2 870 Market Street, Suite 1212  
San Francisco, CA 94102  
3 Tel: (415) 362-9800  
Fax: (415) 362-9801  
4

5 Guy B. Wallace, State Bar No. 176151  
SCHNEIDER WALLACE COTTRELL  
KONECKY WOTKYNS, LLP  
6 2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
7 Tel: (415) 421-7100  
Fax: (415) 421-7105  
8

9 [Additional Counsel listed on signature page]

10 Attorneys for Plaintiffs and the Proposed Class  
SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11  
COUNTY OF ALAMEDA  
12

13 Donald Lollock, by and through his Guardian  
ad Litem, Kathleen Lollock; Zareen Khan as  
14 Executor for the Estate of Abdulwafi Khan;  
Frank Pearson; Jo Ella Nashadka, by and  
15 through her Guardian ad Litem, Lance  
Anderson; and Jane Burton-Whitaker; on their  
16 own behalves, and on behalf of others similarly  
situated,

17  
18 Plaintiffs,

19 vs.

20 Oakmont Senior Living, LLC; Oakmont  
Management Group, LLC; and Does 1 - 100,

21 Defendants.  
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CASE NO. RG17875110

ASSIGNED FOR ALL PURPOSES TO  
HON. STEPHEN KAUS, DEPT. 19

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**[PROPOSED] ORDER OF FINAL  
APPROVAL AND JUDGMENT  
APPROVING CLASS ACTION  
SETTLEMENT**

Date: January 20, 2021

Time: 3:00 p.m.

Dept: 19

Judge: Hon. Stephen Kaus

**Reservation No.: R-2202110**

1 **RECITALS**

2 A. Plaintiffs Donald Lollock, by and through his Guardian ad Litem, Kathleen  
3 Lollock; Zareen Khan as Executor for the Estate of Abdulwafi Khan; Frank Pearson; Jo Ella  
4 Nashadka, by and through her Guardian ad Litem, Lance Anderson; and Jane Burton-Whitaker  
5 (collectively, “Plaintiffs”), on their own behalf and on behalf of others similarly situated, and  
6 Defendants Oakmont Senior Living, LLC and Oakmont Management Group, LLC (collectively,  
7 “Defendants”) have entered into a Stipulation of Settlement (“Settlement Stipulation”), filed  
8 August 18, 2020, to resolve the-above referenced action (“Action”) after substantial discovery and  
9 lengthy arms-length settlement discussion.

10 B. Pursuant to California Rule of Court 3.769, Plaintiffs have applied for an order of  
11 final approval and judgment approving the settlement of this Action upon the terms and conditions  
12 set forth in the Stipulation.

13 C. The Settlement Class is defined as follows: Plaintiffs and all other Persons who  
14 resided at one of the Oakmont Senior Living branded California assisted living facilities at any  
15 time from September 13, 2013 through and including December 16, 2019 (the “Settlement Class  
16 Period”), including the following communities: Oakmont of Capriana, Oakmont of Cardinal Point,  
17 Oakmont of Carmichael, Oakmont of Camarillo, Oakmont of Chino Hills, Oakmont of Concord,  
18 Oakmont of El Dorado Hills, Oakmont of Escondido, Oakmont of Fair Oaks, Oakmont of Folsom,  
19 Oakmont of Fountaingrove Lodge, Oakmont of Fresno, Oakmont of Huntington Beach, Oakmont  
20 of Mariner Point, Oakmont of Montecito, Oakmont of Orange, Oakmont of Pacific Beach,  
21 Oakmont of Redding, Oakmont of Roseville, Oakmont of San Antonio Heights, Oakmont of San  
22 Jose, Oakmont of Santa Clarita, Oakmont of Segovia, Oakmont of Stockton, Oakmont of  
23 Valencia, Oakmont of Varenna, Oakmont of Villa Capri, and Oakmont of Whittier.

24 D. Excluded from the Settlement Class are: (i) Defendants and their officers, directors  
25 and employees; (ii) any Settlement Class Member (or their legal successors) who submits a valid  
26 and timely Request for Exclusion; and (iii) the Judges to whom this Action and the Other Actions  
27 are assigned and any members of their immediate families.

28 E. The proposed Class Representatives are Plaintiffs Donald Lollock, by and through

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1 his Guardian ad Litem, Kathleen Lollock; Zareen Khan as Executor for the Estate of Abdulwafi  
2 Khan; Frank Pearson; Jo Ella Nashadka, by and through her Guardian ad Litem, Lance Anderson;  
3 and Jane Burton-Whitaker.

4 F. The proposed Class Counsel are: Kathryn Stebner of Stebner & Associates; Guy  
5 Wallace of Schneider Wallace Cottrell Konecky, LLP; Robert Arns of The Arns Law Firm;  
6 Michael D. Thamer of the Law Offices of Michael D. Thamer; Megan Yarnall of Janssen Malloy  
7 LLP; David Marks of Marks, Balette, Giessel & Young, P.L.L.C.; and Christopher Healey of  
8 Dentons US LLP.

9 G. If not otherwise defined herein, all capitalized terms have the same meanings as set  
10 forth in the Settlement Stipulation.

11 H. This matter came before the Court on January 20, 2021, for hearing on Plaintiffs'  
12 Motion for Final Approval of Class Action Settlement. The Court has considered the Stipulation  
13 of Settlement and attached exhibits including the Stipulated Injunction, as well as the oral and/or  
14 written objections regarding the proposed settlement, the record in this action, and the oral and  
15 written arguments of counsel.

16 **FINDINGS**

17 1. Having read and considered the parties' Settlement Stipulation and Plaintiffs'  
18 Motion for Final Approval, and the exhibits thereto, the Court makes the following findings for  
19 purposes of final approval:

20 2. The Court has jurisdiction over the claims and subject matter of the Action and  
21 Parties to the Action.

22 3. The Settlement Class meets all requirements of in accordance with the standards set  
23 forth in *Dunk v. Ford Motor Company*, 48 Cal. App. 4th 1794 (1996) and California Code of Civil  
24 Procedure section 382 for certification of the Settlement Class for purposes of settlement of the  
25 Action only, including: (a) numerosity; (b) commonality; (c) typicality; (d) adequacy of the Class  
26 Representatives and Class Counsel; (e) predominance of common questions of fact and law; and  
27 (f) superiority.

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1           4.       Class Counsel and the Class Representative are found to be adequate  
2 representatives of the Settlement Class pursuant to California Code of Civil Procedure section 382  
3 for purposes of settlement only. The Court appoints Plaintiffs Donald Lollock, by and through his  
4 Guardian ad Litem Kathleen Lollock; Zareen Khan as Executor for the Estate of Abdulwafi Khan;  
5 Frank Pearson; Jo Ella Nashadka, by and through her Guardian ad Litem, Lance Anderson; and  
6 Jane Burton-Whitaker, on their own behalf and on behalf of others similarly situated, as the Class  
7 Representatives for purposes of settlement only. The Court also designates the following  
8 attorneys as Class Counsel for purposes of settlement only: Kathryn Stebner of Stebner &  
9 Associates; Guy Wallace of Schneider Wallace Cottrell Konecky Wotkyns LLP; Robert Arns of  
10 The Arns Law Firm; Michael D. Thamer of the Law Offices of Michael D. Thamer; Tim Needham  
11 and Megan Yarnall of Janssen Malloy LLP; David Marks of Marks, Balette, Giessel & Young,  
12 P.L.L.C.; and Christopher Healey of Dentons US LLP. The Court finds Class Counsel are  
13 experienced and adequate counsel to represent the Settlement Class for purposes of settlement  
14 only, and they have fairly and adequately represented the Settlement Class for purposes of  
15 entering into and implementing the Settlement Stipulation.

16           5.       The Court has again reviewed the Notice and accompanying documents that were  
17 sent or made available to the Settlement Class Members and finds that the “best practicable”  
18 notice was given to the Settlement Class and that the notice was “reasonably calculated” to (a)  
19 describe the Action and the Plaintiffs’ and each Settlement Class Member’s rights in it, and (b)  
20 apprise Settlement Class Members and interested parties of the pendency of the Action and of  
21 their right to be excluded from the Settlement Stipulation and the Settlement Class or to have their  
22 objections to the settlement heard. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 810  
23 (1985). The Court further finds that Settlement Class Members were given a reasonable  
24 opportunity to opt out of the Action and that they were adequately represented by Plaintiffs and  
25 Class Counsel. *See id.* The Court thus reaffirms its findings that the Notice given to the  
26 Settlement Class satisfies the requirements of due process and holds that it has personal  
27 jurisdiction over all Settlement Class Members.

28

1 **ORDER**

2 Good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED

3 THAT:

4 6. The Court approves the settlement set forth in the Settlement Stipulation as fair,  
5 reasonable, adequate, and just to the Settlement Class Members. The settlement shall be  
6 implemented in accordance with the terms and conditions of the Settlement Stipulation.

7 7. The Court has approved and signed the Stipulated Injunction. By its terms, the  
8 Stipulated Injunction shall commence on date the Stipulated Injunction is signed by the Court and  
9 shall remain in place for two (2) years from that date, unless otherwise extended by Court order.

10 8. The Court confirms for purposes of settlement only its certification of the following  
11 Settlement Class: Plaintiffs and all other Persons who resided at one of the Oakmont Senior Living  
12 branded California assisted living facilities at any time from September 13, 2013 through and  
13 including December 16, 2019 (the “Settlement Class Period”), including the following  
14 communities: Oakmont of Capriana, Oakmont of Cardinal Point, Oakmont of Carmichael,  
15 Oakmont of Camarillo, Oakmont of Chino Hills, Oakmont of Concord, Oakmont of El Dorado  
16 Hills, Oakmont of Escondido, Oakmont of Fair Oaks, Oakmont of Folsom, Oakmont of  
17 Fountaingrove Lodge, Oakmont of Fresno, Oakmont of Huntington Beach, Oakmont of Mariner  
18 Point, Oakmont of Montecito, Oakmont of Orange, Oakmont of Pacific Beach, Oakmont of  
19 Redding, Oakmont of Roseville, Oakmont of San Antonio Heights, Oakmont of San Jose,  
20 Oakmont of Santa Clarita, Oakmont of Segovia, Oakmont of Stockton, Oakmont of Valencia,  
21 Oakmont of Varenna, Oakmont of Villa Capri, and Oakmont of Whittier.

22 a. Excluded from the Settlement Class are: (i) Defendants and their officers, directors  
23 and employees and (ii) the Judges to whom this Action and the Other Actions are  
24 assigned and any members of their immediate families.

25 b. Also excluded from the Settlement Class are all Settlement Class Members (or their  
26 legal successors) who submitted timely and valid requests for exclusion who are  
27 listed on **Exhibit A** attached hereto. The Persons listed in **Exhibit A** are not bound  
28 by this Order and Judgment or the terms of the Settlement Stipulation.

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[PROPOSED] ORDER OF FINAL APPROVAL AND

JUDGMENT APPROVING CLASS ACTION SETTLEMENT

1           9.       For purposes of settlement only, the Settlement Class Members, except those  
2 Persons excluded from the Settlement Class, are bound by this Order and Judgment and the terms  
3 of the Settlement Stipulation.

4           10.      Defendants are hereby ordered to comply with the terms of the Settlement  
5 Stipulation.

6           11.      The Settlement Stipulation and this Order and Judgment are not admissions of  
7 liability, fault, or wrongdoing by Defendants or the Released Parties, or a finding of the validity of  
8 any claims in the Action or of any wrongdoing or violation of law by Defendants or the Released  
9 Parties. Neither this Order and Judgment, nor any of its terms or provisions, nor any of the  
10 negotiations or proceedings connected with it, shall be offered as evidence or received in evidence  
11 in any pending or future civil, criminal, or administrative action or proceeding to establish any  
12 liability of, or admission by Defendants, the Released Parties, or any of them. Notwithstanding  
13 the foregoing, nothing in this Order and Judgment shall be interpreted to prohibit the use of this  
14 Order and Judgment in a proceeding to consummate or enforce the Settlement Stipulation, this  
15 Order and Judgment, or to defend against the assertion of Released Claims as defined in the  
16 Settlement Stipulation in any other proceeding, or as otherwise required by law.

17           12.      Upon the Effective Date, and subject to fulfillment of all of the terms of the  
18 Settlement Stipulation, each and every Releasing Party shall be permanently barred and enjoined  
19 from initiating, asserting and/or prosecuting any Released Claim against any Released Party in any  
20 court or any forum.

21           13.      Upon the Effective Date without further action, with respect to the Released  
22 Claims, all Class Representatives and all Released Parties shall expressly waive and relinquish any  
23 and all provisions, rights, and benefits of Section 1542 of the California Civil Code and any and  
24 all similar provisions, rights, and benefits conferred by any law of any state or territory of the  
25 United States or principle of common law that is similar, comparable, or equivalent to Section  
26 1542 of the California Civil Code.

27           14.      Without affecting the finality of the Order and Judgment, the Court reserves  
28 jurisdiction over the implementation, administration and enforcement of this Order of Final

1 Approval and Judgment Approving Class Action Settlement, the Settlement Stipulation, the  
2 Injunction, and all matters ancillary thereto pursuant to California Code of Civil Procedure section  
3 664.6 and California Rule of Court 3.769(h).

4 15. The Parties are hereby authorized without needing further approval from the Court,  
5 to agree to and adopt such modifications and expansions of the Settlement Stipulation, including  
6 without limitation, the forms to be used in the process of distributing settlement payments, which  
7 are consistent with this Order and Judgment and do not limit the rights of Settlement Class  
8 Members under the Settlement Stipulation.

9 16. The objections to the Settlement Stipulation and approval of the settlement of this  
10 Action are expressly overruled.

11 17. All other relief not expressly granted to the Settlement Class Members is denied.

12 18. Within thirty-five (35) calendar days after all Settlement Awards have been paid to  
13 all Settlement Class Members, Plaintiffs shall file a compliance report with the Court. The report  
14 shall include a declaration from the Settlement Administrator specifying the amounts remaining in  
15 the Reserve Fund, if any. Assuming any funds remain, Plaintiffs shall file a request to confirm  
16 distribution of any such funds to the identified *cy pres* recipient, Groceries for Seniors.

17 19. A compliance hearing shall be for \_\_\_\_\_, 2021, at \_\_\_\_\_ m.,  
18 in Department 19.

19 20. Judgment is hereby entered in accordance with the terms of the Settlement  
20 Stipulation.

21 IT IS SO ORDERED, ADJUDGED AND DECREED.

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23 DATED: \_\_\_\_\_

\_\_\_\_\_  
Honorable Stephen Kaus  
Judge of the Superior Court

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