

September 28, 2020

VIA E-Mail

CPT Group, Inc.
50 Corporate Park Irvine, CA 92606
E-Mail: OakmontSeniorLivingSettlement@cptgroup.com.

Re: *Lollock, et al. v. Oakmont Senior Living, LLC, et al.*
Alameda County Superior Court, Case No. RG17875110
Class Action Settlement

Dear Settlement Administrator:

Plaintiffs' Counsel recently provided the following information in response to a Settlement Class Member's question regarding the "Community Fee" definition. The Settlement Stipulation defines Community Fee as follows:

"Community Fee" means the fee paid by a resident, if any, at the time of move-in to an Oakmont Senior Living branded California assisted living facility. By way of example, the Community Fee paid by named plaintiff Donald Lollock is described in the paragraph entitled "Community Fee" that appears on page 8 of Mr. Lollock's Residence and Care Agreement. (Settlement Stipulation, ¶ 1.8.)

The operative language from the referenced Lollock agreement reads as follows:

Community Fee: A one-time community fee of \$ [amount redacted] is due prior to admission. This fee is not a security deposit, but rather it covers the cost of an in-depth pre-admission assessment, coordination of all necessary admission paperwork, medication review, and administrative fees.

The community fee is fully refundable prior to the resident assessment. After the resident assessment is complete, the community will retain the first \$500. After admission, the remainder of the community fee is 80% refundable up to the end of the first month of residency, 60% up to the end of the second month and 40% up to the end of the third month. After this described period of time, the fee is completely non-refundable

The Community Fee is separate and distinct from an entrance fee, transfer fee or similar fee paid by or on behalf of a Continuing Care Retirement Community ("CCRC") resident.

We wanted the Settlement Administrator to have this information if any other Settlement Class Member raises the same question. We request the Settlement Administrator to post this letter to the settlement website.

Very truly yours,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Kathryn Stebner

Cc: Gabe P. Wright
Kyle T. Overs
Hahn Loeser & Parks LLP
Counsel for Defendants