

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

*The Superior Court of California has authorized this Notice.
It is not a solicitation from a lawyer.*

Did you reside at one of the Oakmont Senior Living branded California assisted living facilities owned and/or operated by Oakmont Senior Living, LLC and/or Oakmont Management Group, LLC (collectively "Oakmont") at any time between September 13, 2013 through and including December 16, 2019? If so, please read this notice very carefully and in its entirety. Your rights are probably affected by a class settlement of a lawsuit because you may be a member of the settlement class. If you are a member of the settlement class, you must decide whether to:

- 1) include yourself in the settlement class and seek money from the class settlement but give up your right to sue in a different case about the same subject matter. If you choose this option, you do not need to do anything, as you will automatically be included in the settlement class;
- 2) include yourself in the settlement class and seek money from the class settlement, give up your right to sue in a different case about the same subject matter, but object to the terms of the settlement. If you choose this option, you do not need to do anything in order to be included in the settlement class, as you will automatically be included in the settlement class. However, if you want to object to the terms of the settlement, you or your own counsel will need to prepare and submit a written objection; or
- 3) exclude yourself from the settlement class and give up your right to seek money from the class settlement but keep your right to sue in a different case about the same subject matter. If you choose this option, you will need to prepare and submit a written request to be excluded from the settlement class.

NOTICE OF PENDENCY OF A PROPOSED CLASS ACTION LAWSUIT: Please be advised that your rights may be affected by a lawsuit entitled *Donald Lollock, by and through his Guardian ad Litem, Kathleen Lollock; Zareen Khan as Executor for the Estate of Abdulwafi Khan; Frank Pearson; Jo Ella Nashadka, by and through her Guardian ad Litem, Lance Anderson; and Jane Burton-Whitaker; on their own behalves, and on behalf of others similarly situated vs. Oakmont Senior Living, LLC, Oakmont Management Group, LLC, and Does 1 – 100* (case number RG17875110), pending in the Superior Court of California, County of Alameda (the "lawsuit") if you resided at one of the Oakmont Senior Living branded California assisted living facilities at any time between September 13, 2013 through and including December 16, 2019.

NOTICE OF SETTLEMENT: Please be advised that the Plaintiffs in the lawsuit, Donald Lollock, by and through his Guardian ad Litem, Kathleen Lollock; Zareen Khan as Executor for the Estate of Abdulwafi Khan; Frank Pearson; Jo Ella Nashadka, by and through her Guardian ad Litem, Lance Anderson; and Jane Burton-Whitaker ("Plaintiffs" or "Class Representatives"), on behalf of themselves and all of the other Settlement Class Members (as defined below), have reached a proposed settlement with Oakmont on the terms and conditions set forth in the Stipulation of Settlement entered into by and between Plaintiffs and Oakmont, dated August 18, 2020. The Court in charge of this lawsuit still has to decide whether to approve the settlement. A settlement fund will be available for distribution to

the Settlement Class, and an Injunction will become effective, only if the settlement is approved by the Court and the approval is upheld following any appeals.

The following provides a detailed description about the proposed class settlement and the rights you have if you are a Settlement Class Member, the benefits available under the settlement and how you can get the benefits, including the relevant deadlines and requirements.

BASIC INFORMATION

WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs bring this proposed class action on behalf of residents of Oakmont Senior Living branded California assisted living communities owned or operated by Oakmont, alleging that Oakmont made misleading statements and omissions about how resident evaluations would be used to determine, set and monitor staffing levels at Oakmont's assisted living facilities in California, which Plaintiffs allege resulted in monetary damages to residents. Oakmont denies all allegations and claims in the lawsuit and denies that it committed any wrongdoing. This settlement is not an admission of any wrongdoing by Oakmont.

The Parties have agreed to settle the lawsuit on the terms and conditions explained in this notice.

WHY IS THIS A CLASS ACTION?

In a class action, one or more people called class representatives (in this case, Donald Lollock, by and through his Guardian ad Litem, Kathleen Lollock; Zareen Khan as Executor for the Estate of Abdulwafi Khan; Frank Pearson; Jo Ella Nashadka, by and through her Guardian ad Litem, Lance Anderson; and Jane Burton-Whitaker) sue on behalf of people who have similar claims. All of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who choose to exclude themselves from the Class.

Judge Stephen Kaus of the Superior Court of California, County of Alameda, is in charge of this proposed class action.

WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of Plaintiffs or Oakmont. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and settlement benefits go to the Settlement Class Members. The Class Representatives and the attorneys think the settlement is in the best interest of the Settlement Class Members taking into account the benefits of the proposed settlement, the risks of continued litigation, and the delay in obtaining relief for the Class if the lawsuit continues.

WHO IS IN THE SETTLEMENT CLASS?

You are a Settlement Class Member if you resided at one of the Oakmont Senior Living branded California assisted living facilities at any time from September 13, 2013 through and including December 16, 2019 (the "Settlement Class Period"), including the following communities: Oakmont of Capriana, Oakmont of Cardinal Point, Oakmont of Carmichael, Oakmont of Camarillo, Oakmont of Chino Hills, Oakmont of Concord, Oakmont of El Dorado Hills, Oakmont of Escondido, Oakmont of Fair Oaks, Oakmont of Folsom, Oakmont of Fountaingrove Lodge, Oakmont of Fresno, Oakmont of Huntington Beach, Oakmont of Mariner Point, Oakmont of Montecito, Oakmont of Orange, Oakmont of Pacific Beach, Oakmont of Redding, Oakmont of Roseville, Oakmont of San Antonio

Heights, Oakmont of San Jose, Oakmont of Santa Clarita, Oakmont of Segovia, Oakmont of Stockton, Oakmont of Valencia, Oakmont of Varenna, Oakmont of Villa Capri, and Oakmont of Whittier.

To be eligible for benefits under the settlement, you must be a Settlement Class Member or a legal successor to a deceased Settlement Class Member.

THE SETTLEMENT BENEFITS

CASH PAYMENTS AND INJUNCTIVE RELIEF

Under the terms of the settlement, Oakmont has agreed to provide a total settlement fund of \$9 million (the “Fund”) in full settlement of the claims of the Settlement Class. The Fund will be used to pay for class notice and payment distribution administration expenses (not to exceed \$65,000), as well as Class Counsel’s attorneys’ fees not to exceed one-third of the value of the Fund and the Injunction (collectively, “Settlement Value”), litigation expenses not to exceed \$450,000, and service awards of \$5,000 or \$7,500 to each Class Representative. The remaining amount (the “Net Settlement Fund”) will be used to make cash payments to Settlement Class Members (or if a Settlement Class Member is deceased, to their legal successor). Depending on the amounts the Court awards for attorneys’ fees and costs, the estimated cash payment for each Settlement Class Member will be approximately 37% of the amount of the Community Fee paid during the Settlement Class Period. By way of illustration only, if a Settlement Class Member paid a Community Fee of \$1,000, their estimated settlement payment is \$370. For each Settlement Class Member who did not pay a Community Fee during the Settlement Class Period, the estimated cash payment will be approximately \$100. The settlement distribution process will be administered by an independent settlement administrator (the “Settlement Administrator”) approved by the Court. **The settlement amount and Net Settlement Fund are contingent on final approval by the Court.**

In addition, as part of the settlement Oakmont has agreed to an Injunction, which is subject to Court approval, in which, among other things, Oakmont is to provide resident care personnel necessary to meet each of the resident’s daily care needs at the Oakmont Senior Living branded California assisted living facilities. The Injunction will begin on the date it is approved and signed by the Court and remain in place for two years. The full terms of the Injunction are available on the Settlement Website at www.OakmontSeniorLivingSettlement.com, or at the public court records on file in this lawsuit.

AMOUNT OF CASH PAYMENT

The actual cash payment amounts to Settlement Class Members will be determined by the Settlement Administrator based on the formula described in the Stipulation of Settlement and may be increased if funds are available. Subject to Court approval, the Administrator will reserve \$25,000 from the Fund to pay claims that are submitted late. Any amounts left in the Fund and not paid from the reserve or from uncashed checks, if any, will be paid to Groceries for Seniors or other non-profit organization(s) approved by the Court.

HOW CAN I GET A CASH PAYMENT?

If you are a Settlement Class Member and the address above is correct, **you do not need to take any action.** Your cash payment will be mailed to you if the settlement is approved by the Court and becomes effective. If your address has changed, you must provide your new address to the

Settlement Administrator. If a Settlement Class Member is deceased, his or her legal successor must submit a payment request and supporting documentation to the Settlement Administrator. To contact the Settlement Administrator, visit www.OakmontSeniorLivingSettlement.com or call **1-(888) 664-1703**.

WHEN WILL I RECEIVE MY SETTLEMENT AWARD?

The Court will hold a final approval hearing on **January 20, 2021** at **3:00 p.m.** at the Courtroom of the Honorable Stephen Kaus in Department 19 of the Superior Court of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612, to decide whether to approve the settlement. **The date, time, or place of the final approval hearing may be changed by the Court without notice to the Settlement Class, and you should check the Settlement Website at www.OakmontSeniorLivingSettlement.com or the public court records on file in this lawsuit for any updates.** If the Court approves the settlement, there may be appeals, which could extend the process by several months or more.

IN RETURN FOR THESE SETTLEMENT BENEFITS, WHAT AM I GIVING UP?

If the Court approves the proposed settlement and you do not request to be excluded from the Settlement Class, you must release (meaning, give up) all legal claims concerning Oakmont's alleged misrepresentations and nondisclosures with respect to whether or how resident assessments are used to set, determine, or monitor staffing levels in Oakmont's assisted living facilities. The release includes any claim for Community Fees, care services fees, rent, entrance fees, transfer fees or other fees charged to or paid at any time during the Class Period by or on behalf of a Settlement Class Member that arise out of or relate in any way or manner to the claims and allegations asserted in the lawsuit. **This includes any other lawsuit or proceeding already in progress.** The Release does not include claims solely for personal injury, wrongful death, bodily harm, or emotional distress

The judgment and orders entered in this case, whether favorable or unfavorable, will bind all Settlement Class Members who do not request to be excluded. The full terms of the Release are contained in the Stipulation of Settlement that is available on the Settlement Website at www.OakmontSeniorLivingSettlement.com, or at the public court records on file in this lawsuit.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THIS CASE?

All Settlement Class Members are represented by Plaintiffs' Counsel, who have been preliminarily approved by the Court to serve as Class Counsel representing the Settlement Class for purposes of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense and enter an appearance through your own counsel.

HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to award attorneys' fees not to exceed one-third of the Settlement Value (the fee request is presently estimated at \$3.5 million) and litigation expenses not to exceed \$450,000. The actual award of attorneys' fees and litigation expenses will be decided by the Court upon consideration of all relevant factors, including what is fair, reasonable and consistent with prevailing marketplace standards. The amount of attorneys' fees and costs awarded by the Court

will be paid from the Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Oakmont on your own about the legal issue in this case, then you must take steps to be excluded from the settlement. This is called excluding yourself – or is sometimes referred to as opting out of the Settlement Class.

HOW DO I GET OUT OF THE SETTLEMENT?

If you do not wish to be included in the Settlement Class and receive a cash payment, you must send a letter stating that you want to be excluded from the Settlement Class in *Donald Lollock, et al. v. Oakmont Senior Living, LLC et al.*, case no. RG17875110 (Superior Court of California, County of Alameda).

Be sure to include your name, your current address and telephone number, your signature (or that of the legal representative), and a statement that you wish to be excluded from the Settlement Class.

You must mail your letter requesting exclusion by first class United States mail postmarked no later than **November 13, 2020** to:

Donald Lollock, et al. v. Oakmont Senior Living, LLC et al.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

You cannot exclude yourself via telephone, fax, or email.

WHAT HAPPENS IF I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. However, you will not be legally bound by anything that happens in this lawsuit and you will keep your right to separately pursue claims against Oakmont relating to the subject matter of this lawsuit.

IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue Oakmont for the claims that this settlement resolves. You must exclude yourself from *this* case and the Settlement Class to pursue your own lawsuit. Remember, your letter requesting exclusion must be postmarked on or before **November 13, 2020**.

IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from the settlement. But, you will not lose any right you may have to sue (or continue to sue) in a different lawsuit against Oakmont about the legal issues or claims in this case. If you choose to initiate a new lawsuit, your claim will be subject to time limitations, so you must act promptly.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not like the settlement or some part of it.

HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Settlement Class Member (or a legal representative of such person), you can object to the settlement if you do not like any part of it, and the Court will consider your views. To object, you must file a letter with the Court and serve a copy to Class Counsel and Oakmont's Counsel saying that you object to the settlement in *Donald Lollock, et al. v. Oakmont Senior Living, LLC et al.*, case no. RG17875110 (Superior Court of California, County of Alameda).

Be sure to include a heading which refers to the name of this case, your name, your address, your telephone number, your signature, a statement that you resided at or signed a contract with Oakmont during the Settlement Class Period, the name of the Oakmont community at which you resided or that you are a legal successor to such a person, a statement whether you intend to appear at the Final Approval Hearing, and the reasons and facts for why you object to the settlement. You must also affirm under penalty of perjury that you are a Settlement Class Member (or a legal representative of a Settlement Class Member) or provide other proof of Settlement Class membership. If you are represented by counsel, be sure to include the name, address, and telephone number of that lawyer.

Your objection ***must be received by*** these three different places no later than **November 13, 2020**:

Clerk of the Court, Department 19
Superior Court of California, County of Alameda
1221 Oak Street
Oakland, CA 94612

Kathryn A. Stebner
STEBNER AND ASSOCIATES
870 Market Street, Suite 1212
San Francisco, CA 94102
Telephone: (415) 362-9800

Gabe P. Wright
HAHN LOESER & PARKS LLP
600 West Broadway, Suite 1500
San Diego, CA 92101
Telephone: (619) 810-4390
Facsimile: (619) 810-4391

Even if Settlement Class Members fail to timely submit a written objection by the applicable date, they may nevertheless appear at the hearing set for Final Approval of this Class Action Settlement to convey orally to the Court any objections or concerns they have with the proposed Settlement, provided that they provide advance notice to the Court and Plaintiffs' counsel pursuant to CRC Rule 1.1308(a)(1) of their intent to appear at the Final Approval hearing.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the lawsuit. You cannot request exclusion **and** object to the settlement. If you exclude yourself, you have no basis to object because the lawsuit and settlement no longer affect you.

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the settlement. You may attend, and you may ask to speak at the hearing, but you are not required to do either.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at **3:00 p.m. on January 20, 2021** at the Courtroom of the Honorable Stephen Kaus in Department 19 of the Superior Court of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612. **The hearing date or time may be changed by the Court without notice to the Settlement Class, and you should check the Settlement Website at www.OakmontSeniorLivingSettlement.com or the public court records on file in this lawsuit at <http://www.alameda.courts.ca.gov/Pages.aspx/domainWeb> for any updates.** At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. The Court will also consider how much to award Class Counsel as reasonable attorneys' fees and litigation expenses. We do not know how long this decision will take.

DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come to the hearing at your own expense. If you submit an objection, you do not have to attend the hearing. As long as you filed and delivered your written objection on time, signed it and provided all of the required information, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

MAY I SPEAK AT THE HEARING?

If you are a Settlement Class Member, you may speak at the Final Approval Hearing, subject to any limitations made by the judge presiding over the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF YOU DO NOTHING**WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing, you will be part of the Settlement Class. You will receive a cash payment from the settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Oakmont about the claims and issues in this case.

GETTING MORE INFORMATION

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The Stipulation of Settlement contains the complete terms of the parties' agreement. You can get a copy at www.OakmontSeniorLivingSettlement.com, or by reviewing the records on file in the Court's civil case records ("DomainWeb") at <http://www.alameda.courts.ca.gov/Pages.aspx/domainWeb>.

The pleadings and other documents in this lawsuit may also be examined during regular business hours at the Office of the Clerk, Superior Court of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612 or online ("DomainWeb") at <http://www.alameda.courts.ca.gov/Pages.aspx/domainWeb>.

If you have additional questions, you may call the Settlement Administrator at **1-(888) 664-1703**.

**DO NOT CONTACT THE COURT OR COURT CLERK'S OFFICE
REGARDING THIS NOTICE.**

By order of the Honorable Stephen Kaus, Superior Court of California, County of Alameda.

DATED: September 14, 2020

[/s/ The Honorable Stephen Kaus]
JUDGE OF THE SUPERIOR COURT