

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

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,

Plaintiffs,

vs.

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

Defendants.

CASE NO. RG17875110

STIPULATION OF SETTLEMENT

RECITALS

A. This Stipulation of Settlement is entered into by and among Plaintiffs 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 (together, "Plaintiffs"), on behalf of themselves and all others similarly situated ("Settlement Class Members," as defined below), and Defendants Oakmont Senior Living LLC and Oakmont Management Group LLC (together, "Defendants"), and resolves in full this Action. Subject to Court approval and as provided herein, the Parties hereby stipulate and agree that, in consideration for the promises and covenants set forth in the Agreement and upon the entry by the Court of an Order of Final Approval and Judgment Approving Class Action Settlement and the occurrence of the Effective Date, this Action shall be settled and compromised upon the terms and conditions contained herein.

B. On September 13, 2017, Plaintiffs filed a putative class action complaint against Defendants in the Superior Court of California, County of Alameda. After Defendants removed to Federal Court, this Action was remanded back to state court on November 7, 2017. On December 15, 2017, Plaintiffs filed their First Amended Complaint, in the Superior Court of California, County of Alameda, captioned *Donald Lollock et al., v. Oakmont Senior Living, LLC, et al.*, case no. RG17875110, for claims arising under the Consumer Legal Remedies Act ("CLRA", Civ. Code § 1750 et seq.), California's Unfair Competition Law ("UCL", B&P Code § 17200 et seq.), and section 15610.30 of the Welfare and Institutions Code (collectively, the "Claims"). On March 18, 2018, the state court rejected Defendants' Demurrer and Motion to Strike the Class Allegations in Plaintiffs' First Amended Complaint. On April 9, 2018, Defendants answered the First Amended Complaint, wherein Defendants expressly denied the allegations and Claims alleged in the First Amended Complaint.

C. The Parties engaged in substantial discovery and law-and-motion efforts prior to negotiating a settlement of this Action. Those efforts included litigation of Defendants' demurrer and motion to strike, which the Court denied in its order dated March 18, 2018; extensive meet and confer efforts to obtain Defendants' production of documents and responses to interrogatory discovery; participation in an informal discovery conference to compel Defendants' production of certain documents; and extensive written and deposition discovery, including written discovery responses exchanged between the parties, Defendants' production of approximately 104,895 pages of documents, including 829 Excel and native files, and the depositions of seven (7) witnesses, including Defendants' managing agents, facility-level personnel, and designated Persons Most Knowledgeable, and two of the Class Representatives in this action; as well as third-party discovery directed at Defendants' assessment software vendor, including meet and confer efforts among Defendants and the vendor to obtain Defendants' resident assessment data which resulted in the production of an additional twenty-four (24) data intensive Excel spreadsheets.

D. This Agreement was reached as a result of extensive arm's length negotiations between the Parties and their Counsel. Through their counsel, the Parties have engaged in extensive settlement discussions and three full-day mediations of this Action. This included a

full-day mediation on June 19, 2019 before the Honorable George Hernandez (ret.) of ADR Services, Inc., in San Francisco; a full-day mediation on November 8, 2019 before the Honorable Richard Silver (ret.) of JAMS in San Francisco; and a follow-up, full-day mediation on December 16, 2019 before Judge Silver, which resulted in this settlement.

E. Class Counsel have determined that a settlement of the Action on the terms reflected in this Agreement provides substantial benefits to the Settlement Class, is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class. In agreeing to the settlement set forth in this Agreement, Class Counsel have considered numerous risks of continued litigation and other factors. One such factor is the potential recovery at trial on Plaintiffs' claims for damages, including the lead damages claim with respect to Community Fees. Defendants' representation that approximately \$11.9 Million in Community Fees have been collected during the Settlement Class Period from Settlement Class Members is a material factor in Class Counsel's recommendation that Plaintiffs accept this Settlement.

F. Defendants have agreed to this Settlement to avoid the costs, disruption and distraction of further litigation. Without admitting the truth of any allegations made in the Action, or any liability with respect thereto, Defendants and their counsel have concluded that it is desirable that the claims against Defendants be settled on the terms reflected in this Agreement.

G. Accordingly, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, on behalf of Plaintiffs, the Settlement Class, and Defendants, that this Action and the Claims shall be finally and fully compromised, settled, and released, subject to the approval of the Court on the following terms and conditions.

SETTLEMENT TERMS

1. DEFINITIONS

1.1 "Action" means this action, *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 No. RG17875110, which is currently pending in the Superior Court of California, County of Alameda, including, without limitation, the First Amended Complaint and any appeals or requests for leave to appeal any ruling or judgment entered in that case.

1.2 "Agreement" or "Settlement Agreement" means this Stipulation of Settlement (including all Exhibits attached hereto).

1.3 "Attorneys' Fees and Expenses" means such attorneys' fees as may be awarded by the Court upon application by Class Counsel not to exceed one-third of the total Settlement Value, as defined below, plus reimbursement of litigation costs actually incurred not to exceed

Four-Hundred-Fifty-Thousand Dollars (\$450,000), as described more particularly in Section 9 of this Agreement.

1.4 “Award” or “Settlement Award” means the settlement payment to be made to Settlement Class Members pursuant to Sections 7.2 to 7.7 of this Agreement.

1.5 “Class Notice” or “Notice” means the notice to be disseminated to Settlement Class Members informing them about the Settlement Agreement, in the form approved by the Court. A copy of the Notice that will be proposed for Court approval is attached as Exhibit 1.

1.6 “Class Representatives” means plaintiffs 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.

1.7 “Class Counsel” means:

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1.8 “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.

1.9 “Court” means the Superior Court of California, County of Alameda, the Honorable Stephen Kaus presiding.

1.10 “Defendants” means Oakmont Senior Living LLC and Oakmont Management Group LLC.

1.11 “Defendants’ Counsel” means the following counsel of record for Defendants:

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600 West Broadway, Suite 1500
San Diego, CA 92101
Telephone: (619) 810-4390
Facsimile: (619) 810-4391

Gabe P. Wright
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Kyle T. Overs
kovers@hahnlaw.com

1.12 “Distribution Request” means a request for payment of a Settlement Award made by a Settlement Class Member, or made by the legal representative of a deceased Settlement Class Member who has not had a Settlement Award check previously sent to the Settlement Class Member by the Settlement Administrator. Any Distribution Request must be submitted to

the Settlement Administrator and post-marked not later than thirty (30) calendar days after the Effective Date (herein the “Distribution Deadline”).

1.13 “Effective Date” means the later in time of: (a) sixty (60) days after the date of entry of the Order of Final Approval and Judgment Approving Class Action Settlement, if no timely motions for reconsideration and/or no appeals or other efforts to obtain review have been filed; or (b) in the event that an appeal or other effort to obtain review has been initiated, the date after such appeal or other review has been finally concluded and is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for writ of certiorari, or otherwise.

1.14 “Final Approval Hearing” means the hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Agreement.

1.15 “Order of Final Approval and Judgment Approving Class Action Settlement” means the final order and judgment approving the settlement as fair, adequate, and reasonable and confirming the certification of the Settlement Class, in the form approved and signed by the Court. The form of Order of Final Approval and Judgment Approving Class Action Settlement that will be submitted to the Court is attached as Exhibit 3.

1.16 “Motion for Preliminary Approval of Settlement” means the motion, to be filed by Class Counsel on behalf of Plaintiffs, and not to be opposed by Defendants, for Preliminary Approval of this Agreement.

1.17 “Notice and Administration Expenses” means all costs and expenses incurred by the Settlement Administrator, including all notice expenses, the cost of administering the Notice Program and the costs of processing all payments to Settlement Class Members.

1.18 “Notice Date” means the date by which the Settlement Administrator substantially completes dissemination of the Class Notice as provided in the Agreement and shall be no later than ten (10) business days after the Settlement Administrator receives the Settlement Class Member Information List.

1.19 “Objection Date” means the date by which Settlement Class Members must file and serve objections to the settlement, which shall be sixty (60) calendar days after the Notice Date.

1.20 “Opt Out Date” means the postmark date by which a Request for Exclusion must be submitted to the Settlement Administrator in order for a Settlement Class Member to be excluded from the Settlement Class, and shall be sixty (60) calendar days after the Notice Date.

1.21 “Parties” means Plaintiffs, the Settlement Class, and Defendants.

1.22 “Preliminary Approval Order” means the order preliminarily approving this Settlement, certifying the Settlement Class, approving the Notice Program and Class Notice,

setting the Opt Out Date, Objection Date and Notice Date, and setting the date of the Final Approval Hearing, in the form of order approved and signed by the Court. Attached as Exhibit 2 is the form of Preliminary Approval Order that will be submitted to the Court for approval.

1.23 “Released Claims” means and includes any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature whatsoever that the Class Representatives and/or any member of the Settlement Class, including their respective predecessors, successors, agents, representatives, executors, administrators, decedents, dependents, heirs, beneficiaries, trustees, attorneys, employees, assignors and assignees ever had, now have or hereafter can, shall, or may have against the Released Parties, including without limitation any and all damages, loss, costs, expenses, penalties, attorneys’ fees and expert fees, and interest, whether known or unknown, suspected or unsuspected, arising out of or relating in any way or manner to the claims and allegations asserted in the Action or that could have been asserted in the Action based on or related to the allegations of Plaintiffs’ operative complaint; provided that the following claims only are specifically excluded from this Release: (i) any claim for the recovery of entrance fee, transfer fee or similar fee charged to or paid at any time during the Class Period by or on behalf of a person who resided in a Continuing Care Retirement Community (“CCRC”) owned or operated by any Defendant that does not arise out of or relate in any way or manner to the claims and allegations asserted in the Action; (ii) any individual claims for personal injuries, wrongful death, bodily harm, or emotional distress resulting from said claims for personal injuries, wrongful death or bodily harm; and (iii) claims based on a breach of this Agreement or the Injunction (collectively, “Excluded Claims”). Nothing in this Agreement shall preclude any person or entity from asserting any and all relevant allegations in support of a claim for personal injuries, wrongful death, bodily harm, or emotional distress resulting from said personal injuries, wrongful death or bodily harm, including without limitation, allegations that the facility was understaffed.

1.24 “Released Party” or “Released Parties” means “(i) Oakmont Senior Living LLC, (ii) Oakmont Management Group LLC, (iii) any and all of their respective predecessors, successors, assigns, current and former employees, officers, directors, corporations, companies, affiliates, related entities, partnerships, principals, members, managers, managing agents, agents, attorneys, insurers, reinsurers, past, present and future divisions, shareholders, trusts, trustees, representatives, administrators, fiduciaries, heirs, subrogees, executors, partners, parent, and subsidiary entities and/or privities in connection with 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.

1.25 “Request for Exclusion” means the written communication that must be submitted to the Settlement Administrator and postmarked on or before the Opt Out Date by a Settlement Class Member who wishes to be excluded from the Settlement Class.

1.26 “Reserve Fund” means the Twenty-Five-Thousand Dollars (\$25,000) that the Settlement Administrator shall hold in the Settlement Fund to pay late-submitted Distribution Requests. The amount of any Settlement Award checks not cashed within the check cashing deadline (after reasonable reminders issued by the Settlement Administrator) shall be added to the Reserve Fund. Any moneys left in the Reserve Fund not paid to Settlement Class Members shall be paid to the Groceries for Seniors or other appropriate cy pres recipient(s) qualified under 501(c)(3) and nominated by Class Counsel and approved the Court.

1.27 “Settlement Administrator” or “Administrator” means CPT Group, which subject to Court approval, shall design and implement the program for disseminating notice to the Settlement Class, administer the payment portion of this settlement, and perform overall administrative functions.

1.28 “Settlement Class” means, as defined for the purpose of this Settlement Agreement only, Plaintiffs and all other Persons who 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”) that were owned or managed by the Defendants or in which Defendants were identified as licensees by California’s Department of Social Services, 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.

1.29 “Settlement Class Member” means any Person falling within the description of the Settlement Class who does not opt out of the Settlement Class.

1.30 “Settlement Class Member Information List” means and includes all the following information within Defendants’ possession, custody or control: (a) a list of any Person meeting the definition of the Settlement Class; (b) social security numbers for each such Person, subject to Court approval; (c) names of any Responsible Party or legal representative of any such Person; (d) last-known addresses, e-mail addresses, or other contact information for any Settlement Class Member and their Responsible Parties or legal representatives; and (e) amount of the Community Fee (if any) paid by or on behalf of each Settlement Class Member.

1.31 “Settlement Fund” means the Nine Million Dollars (\$9,000,000) that Defendants have agreed to pay in full settlement and resolution of the Action.

1.32 “Settlement Value” means the total value of the settlement, including the Settlement Fund and the reasonable value of the Injunction.

1.33 “Settlement Website” means the Internet website to be established for this settlement by the Settlement Administrator to provide information to the public and the Settlement Class about this Agreement.

2. PRELIMINARY APPROVAL OF SETTLEMENT

2.1 As soon as practicable after the signing of this Agreement, Plaintiffs shall move the Court for an order: (a) preliminarily approving this Agreement as fair, reasonable and adequate; (b) conditionally certifying the Settlement Class for settlement purposes; (c) approving the form, manner, and content of the Class Notice; (d) setting the date and time of the Final Approval Hearing; (e) appointing Plaintiffs as representatives of the Settlement Class for settlement purposes only; and (f) appointing Class Counsel for settlement purposes only. Defendants shall cooperate with Plaintiffs to obtain the Preliminary Approval Order consistent with the terms herein.

2.2 Defendants hereby consent, solely for purposes of the Agreement, to the certification of the Settlement Class, to the appointment of Class Counsel, and to the approval of Plaintiffs as suitable representatives of the Settlement Class; provided, however, that if the Court fails to approve this Agreement or the Agreement otherwise fails to be consummated, then this settlement shall be void *ab initio* and shall be of no force or effect whatsoever, shall not be referred to or utilized for any purpose whatsoever, and Defendants shall retain all rights they had immediately preceding the execution of this Agreement to object to and challenge the maintenance of the Action as a class action.

3. SETTLEMENT ADMINISTRATOR

3.1 In addition to any tasks and responsibilities ordered by the Court, the Settlement Administrator shall be authorized to undertake various administrative tasks, including, without limitation: (1) mailing or arranging for the mailing, e-mailing or other distribution of the Notice to Settlement Class Members, (2) handling returned mail and e-mail not delivered to Settlement Class Members, (3) attempting to obtain updated address information for Settlement Class Members by all reasonable means, including running change of address, skip traces or other procedures on the Settlement Class Member Information List provided by Defendants, and any notices returned without a forwarding address or an expired forwarding address, (4) making any additional mailings required under the terms of this Agreement, (5) answering written inquiries from Settlement Class Members and/or forwarding such inquiries to Class Counsel or their designee, (6) receiving and maintaining on behalf of the Court and the Parties any Settlement Class Member correspondence regarding requests for exclusion to the settlement, (7) establishing the Settlement Website that posts notices, distribution request forms and other related documents, (8) establishing a toll-telephone number that will provide settlement-related information to Settlement Class Members, (9) receiving and processing payment requests and distributing payments to Settlement Class Members, and (10) otherwise assisting with administration of the Agreement.

3.2 The costs, fees and expenses of the Administrator, including without limitation the Notice and Administration Expenses and all other costs of disseminating Notice to

Settlement Class Members, administration of the claims process, and all of the other functions of the Administrator as described herein, shall be paid from the Settlement Fund. Funds allocated but not paid to the Settlement Administrator shall be paid to the Reserve Fund and distributed in accordance with section 7.9 below.

4. NOTICE TO THE SETTLEMENT CLASS

4.1 No later than three (3) business days after the entry by the Court of the Preliminary Approval Order, Defendants shall furnish the Settlement Administrator with the Settlement Class Member Information List.

4.2 No later than ten (10) calendar days after the Settlement Administrator receives the Settlement Class Member Information List, the Settlement Administrator shall substantially complete the dissemination of Class Notice to potential Settlement Class Members, as follows:

4.2.1 Mailed notice by first class U.S. Mail to the last known addresses of the Settlement Class Member, and their family members or legal representatives, as provided by Defendants in the Settlement Class Member Information List. Returned mail shall be re-sent after a skip trace is performed.

4.2.2 E-mailed notice to the last known e-mail addresses of the Settlement Class Member, and their family members or legal representatives, as provided by Defendants in the Settlement Class Member Information List.

4.2.3 Publication of the Notice, or a summary version of the Notice as approved by the Court, through a single publication in the USA Today (California weekday edition), or equivalent media publication approved by the Court.

4.2.4. Posting of the Notice: No later than ten (10) business days from entry of the Preliminary Approval Order, the Settlement Administrator will post the Notice on the Settlement Website. The Notice shall remain available by these means until the Effective Date. The Notice may also be posted on the websites of Class Counsel at their option.

4.3 Five (5) days prior to the Final Approval Hearing, the Settlement Administrator shall provide the Court with an affidavit attesting that Notice was disseminated pursuant to the Notice Program set forth below.

5. OBJECTIONS/REQUESTS FOR EXCLUSION

5.1 Objections

5.1.1 Any Settlement Class Member who intends to object to the fairness of the Settlement must do so in writing no later than the Objection Date. The written objection must be sent to the Settlement Administrator via first class United States mail that is post-marked no later than the Objection Date. The written objection must include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and, if represented by counsel, of his/her counsel; (c) a statement that the objector resided

at or signed a contract with Defendants, predecessors, successors, assigns or related entities during the Settlement Class Period and (d) the Oakmont Community at which they resided, or that the objector is the legal successor to such a person; (e) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (f) a clear and concise statement of the objection to the Settlement and this Settlement Agreement, including all factual and/or legal grounds supporting the objection; (g) copies of any papers, briefs, or other documents upon which the objection is based; and (h) the objector's signature under penalty of perjury.

5.1.2 Absent good cause found by the Court, any Settlement Class Member who fails to make a timely written objection in the time and manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by objection, appeal or otherwise) to the Settlement and this Agreement.

5.1.3 Any Settlement Class Member may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's sole expense, to object to any aspect of the fairness, reasonableness, or adequacy of this Agreement, including attorneys' fees.

5.1.4 The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a copy of all timely written objections within five (5) business days after the Opt Out Date. Class Counsel shall file a single packet of all objections with the Court with the Motion for Final Approval.

5.1.5 The Parties and their Counsel shall have the right and opportunity to respond in writing to any objections to the Settlement prior to the Fairness Hearing, as well as to respond to the objections at the Fairness Hearing.

5.2 Requests for Exclusion

5.2.1 Any member of the Settlement Class may request to be excluded from the Settlement Class. A Settlement Class Member who wishes to opt out of the Settlement Class and relinquish their rights to benefits under the Settlement Agreement must do so no later than the Opt Out Date. In order to opt out, a Settlement Class Member must send to the Settlement Administrator via first class United States mail a written Request for Exclusion that is post-marked no later than the Opt Out Date. The Request for Exclusion must be personally signed by the Settlement Class Member or their legal representative requesting exclusion and must contain the following information: (a) the Settlement Class Member's name, current address and telephone number; and (b) a statement that indicates a desire to be excluded from the Settlement Class. Any Request for Exclusion postmarked after the Opt Out Date shall not be valid.

5.2.2 Any Settlement Class Member who does not make a timely written Request for Exclusion shall be bound by all subsequent proceedings, orders and the Order of Final Approval and Judgment Approving Class Action Settlement, even if he or she

has pending, or subsequently initiates, litigation, arbitration or any other proceeding against Defendants relating to the Released Claims.

5.2.3 Any Settlement Class Member who properly requests to be excluded from the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Action relating to the Agreement; (b) be entitled to an Award from the Settlement Fund, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Agreement.

5.2.4 The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a final list of names for all timely Requests for Exclusion within five (5) business days after the Opt Out Date. In addition to its affidavit to the Court attesting that Notice was disseminated pursuant to the Notice Program, the Settlement Administrator shall also include in its affidavit the final list of all timely Requests for Exclusion five (5) business days prior to the Final Approval Hearing.

5.2.5 Notwithstanding any other provisions of this Stipulation of Settlement, Defendants may unilaterally withdraw from and terminate this Stipulation of Settlement if the total number of Settlement Class Members who submit timely requests for exclusion from this settlement exceeds twenty percent (20%) of the Settlement Class. In the event the Defendants exercise that option, the settlement and Stipulation of Settlement shall be of no force or effect whatsoever, all obligations hereunder shall be null and void, and the parties shall be restored to their respective positions as if this settlement had never existed.

6. COURT APPROVAL OF SETTLEMENT

6.1 This Agreement is subject to and conditioned upon the issuance by the Court of the Order of Final Approval and Judgment Approving Class Action Settlement that finally certifies the Settlement Class for the purposes of this settlement, grants final approval of the Agreement, and provides the relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties' performance of their continuing rights and obligations hereunder. Such Order of Final Approval and Judgment Approving Class Action Settlement shall be in substantially the form attached hereto as Exhibit 3.

6.2 The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Parties and the Settlement Class Members to interpret and enforce the terms, conditions, and obligations under the Agreement pursuant to California Civil Code of Procedure section 664.6 and California Rule of Court 3.769(h).

7. SETTLEMENT RELIEF

7.1 Injunction

As an integral part of the consideration provided under this Agreement, Defendants stipulate to entry of the Court-approved injunction substantially in the form attached as Exhibit 4 to this Agreement ("Injunction").

7.2 Settlement Fund

Within ten (10) calendar days of the date the Court signs the Order of Final Approval and Judgment Approving Class Action Settlement, Defendants shall make a payment of Nine Million Dollars (\$9 Million) into the Settlement Fund to be administered and distributed by the Settlement Administrator consistent with the terms of this Section. The Nine Million Dollar (\$9 Million) payment shall cover all of Defendants' monetary obligations under the Settlement, exclusive of Defendants' costs to comply with the Injunction. The Settlement Fund shall be maintained in an interest-bearing, secure account that, to the extent feasible, meets the requirements for a "Qualified Settlement Fund" within the meaning of Treasury Regulation section 1.468B.

7.3 The Settlement Fund, less the money used from the Settlement Fund to pay the Notice and Administration Expenses, taxes and tax expenses, Attorneys' Fees and Expenses, Service Awards and the Reserve Fund, shall be the "Net Settlement Fund."

7.4 The Net Settlement Fund shall be distributed through Settlement Award checks made payable to each Settlement Class Member for whom a valid address has been provided to, or located by, the Settlement Administrator.

7.5 Any Settlement Class Member (or any legal successor to any deceased Settlement Class Member) that submits a timely Distribution Request to the Settlement Administrator, and who has not had a Settlement Award check already distributed to the Settlement Class Member shall likewise be mailed a Settlement Award check upon verification by the Settlement Administrator that the Person on whose behalf that Distribution Request has been submitted is a member of the Settlement Class.

7.6 The amounts of the Settlement Awards shall be calculated as follows:

7.6.1 Settlement Class Members who paid no Community Fee shall each be entitled to a Settlement Award of One-Hundred Dollars (\$100). The Settlement Administrator shall calculate the total amount owed to the "No Community Fee Paid" group.

7.6.2 Settlement Class Members who paid a Community Fee (or had someone pay a Community Fee on their behalf) shall each be entitled to a Settlement Award calculated as follows. The Settlement Administrator shall first calculate a Settlement Payment Percentage ("SPP") by dividing the Net Settlement Fund (less the amounts allocated for the No Community Fee Paid group above in section 7.6.1) by the total amount of Community Fees paid by or on behalf of all Settlement Class Members. Next, the SPP shall be applied against the Community Fee paid by or on behalf of each Settlement Class to derive the Settlement Award amount for each such Settlement Class Member.

7.7 The Settlement Administrator shall mail the Settlement Award checks to the above-described Settlement Class Members no earlier than five (5) days after the Effective Date. The Settlement Payments checks shall allow for a check cashing period of one-hundred-twenty (120) calendar days.

7.8 The Settlement Administrator shall have the discretion to pay settlement checks in response to Distribution Requests submitted after the Distribution Deadline, provided that the amount of such payments shall be calculated in accordance with the formula set forth in Section 7.6 above, or such lesser amount as the Settlement Administrator in its discretion determines can be paid from the Reserve Fund.

7.9 There shall be no reversion to Defendant of any portion of the Settlement Fund, any unclaimed funds, any uncashed Settlement Awards, or any interest earned on any such funds. If the monies left in the Reserve Fund (after all Settlement Awards have been paid) is sufficient to make another distribution economically practical, the remaining monies shall be paid to the Settlement Class Members who cashed their initial settlement checks, with the share amounts of any supplemental distribution to be calculated using the same procedure set forth in Section 7.6 above. If the Settlement Administrator determines that a supplemental distribution is not economically feasible, the remaining balance shall be distributed through cy pres payment to Groceries for Seniors or other appropriate cy pres recipient(s) qualified under 501(c)(3) and nominated by Class Counsel and approved the Court.

8. RELEASES

8.1 Upon the Effective Date, and subject to fulfillment of all of the terms of this Agreement, each and every Settlement Class Member shall be deemed to have released and forever discharged each Released Party of and from any and all liability for any and all Released Claims.

8.2 On the Effective Date, the Released Parties shall be deemed to have released and forever discharged each Settlement Class Member and Class Counsel, from any and all claims arising out of or relating to the institution, prosecution and resolution of the Action.

8.3 Upon the Effective Date without further action, for good and valuable consideration, with respect to all claims released herein, all Class Representatives and all Released Parties expressly waive and relinquish any and all provisions, rights, and benefits of Section 1542 of the California Civil Code and any and all similar provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF

KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

9. ATTORNEYS’ FEES AND EXPENSES AND PLAINTIFF SERVICE AWARDS

9.1 On or before fifteen (15) calendar days prior to the Objection Date, Class Counsel shall make, and Defendants agree not to oppose, an application for an award of attorneys’ fees incurred not to exceed one-third of the Settlement Value, plus reimbursement of litigation costs actually incurred not to exceed Four-Hundred-Fifty-Thousand Dollars (\$450,000) in the prosecution of the Action. Class Counsel shall be responsible for allocating and distributing the Attorneys’ Fees and Expenses award among themselves and release the Released Parties and Defendants’ Counsel from any and all responsibility for allocation and distribution of the Attorneys’ Fees and Expenses award among Class Counsel.

9.2 The Attorneys’ Fees and Expenses awarded by the Court shall be paid from the Settlement Fund to Class Counsel within three (3) calendar days after the creation of the Settlement Fund. If the Order of Final Approval and Judgment Approving Class Action Settlement setting forth the amount awarded in Attorneys’ Fees and Expenses is reversed, vacated, modified, and/or remanded for further proceedings or otherwise disposed of in any manner other than one resulting in an affirmance of the Order of Final Approval and Judgment Approving Class Action Settlement, then Class Counsel and the Other Plaintiffs’ Counsel shall, within thirty (30) calendar days of such event, repay to the Settlement Fund as applicable the full amount of the Attorneys’ Fees and Expenses or repay the amount by which the award has been reduced. The Court’s award of fees, costs and expenses to Class Counsel shall be separate from its determination of whether to approve the Settlement. In the event the Court approves the Settlement but declines to award fees and costs to Class Counsel or awards a lesser amount of fees and costs than requested by Class Counsel, the Settlement will nevertheless be valid and binding on the Parties. If the Court declines to approve the Settlement and this Agreement, no award of fees, costs and expenses shall be paid to Class Counsel.

9.3 On or before fifteen (15) calendar days prior to the Objection Date, Class Counsel shall make, and Defendants agree not to oppose, an application for Plaintiffs’ service awards in an amount not to exceed Five-Thousand Dollars (\$5,000) to Donald Lollock, by and through his Guardian ad Litem, Kathleen Lollock; Seven-Thousand-Five Hundred Dollars (\$7,500) to the Estate of Abdulwafi Khan; Five-Thousand Dollars (\$5,000) to Frank Pearson; Seven-Thousand-Five Hundred Dollars (\$7,500) to Jo Ella Nashadka, by and through her Guardian ad Litem, Lance Anderson; and Five-Thousand Dollars (\$5,000) to Jane Burton-Whitaker (the “Service Awards”). The Service Awards awarded by the Court shall be paid from the Settlement Fund to Plaintiffs within three (3) calendar days after the Effective Date. The Court’s award of the Service Payment to Plaintiffs shall be separate from its determination of whether to approve the Settlement as set forth in this Agreement. In the event the Court approves the Settlement but declines to award the Service Payment to Plaintiffs or awards a lesser amount than what is requested, the Settlement will nevertheless be binding on the Parties. If the Court declines to approve the Settlement, no Service Payment shall be made to Plaintiffs.

10. REPRESENTATIONS AND WARRANTIES

10.1 Defendants represent and warrant: (1) that they have the requisite corporate power and authority to execute, deliver and perform the Agreement and to consummate the transactions contemplated hereby; (2) that the execution, delivery and performance of the Agreement and the consummation by it of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Defendants; and (3) that the Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid and binding obligation.

10.2 Plaintiffs represent and warrant that they are entering into the Agreement on behalf of themselves individually and as proposed representatives of the Settlement Class Members, of their own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Plaintiffs represent and warrant that they have reviewed the terms of the Agreement in consultation with Class Counsel. Class Counsel represent and warrant that they are fully authorized to execute the Agreement on behalf of Plaintiffs.

10.3 The Parties represent and warrant that no promise, inducement or consideration for the Agreement has been made, except those set forth herein.

11. NO ADMISSIONS OF FAULT, NO USE EXCEPT FOR ENFORCEMENT

11.1 The Agreement and every stipulation and term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, neither this Agreement nor any documents filed in connection with the approval of this Settlement shall be: (A) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission by any Party of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation or the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or (B) construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession or an admission of any liability, fault or wrongdoing, or in any way referred to for any other reason, by Plaintiffs, Defendants, any Releasing Party or Released Party in the Action or in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Agreement.

11.2 This Agreement shall be admissible in any proceeding related to the approval of this Agreement, to enforce its terms and conditions, or to support or defend this Agreement in an appeal from an order granting or denying final approval.

12. TERMINATION

12.1 Any Party may terminate this Agreement by providing written notice to the other Parties hereto within ten (10) calendar days of any of the following events:

12.1.1 The Court does not enter a Preliminary Approval Order that conforms in material respects to Exhibit 2 hereof; or

12.1.2 The Court does not enter an Order of Final Approval and Judgment Approving Class Action Settlement conforming in material respects to Exhibit 3, or if entered, such Order of Final Approval and Judgment Approving Class Action Settlement is reversed, vacated, or modified in any material respect by another court, except as provided for herein.

12.2 In the event that this Agreement terminates for any reason, all Parties shall be restored to their respective positions as of immediately prior to the date of execution of this Agreement, and shall proceed in all respects as if this Agreement and any related Court orders had not been made or entered. Upon termination, Sections 11 and 13.5 herein shall survive and be binding on the Parties, but this Agreement shall otherwise be null and void. In that event, within five (5) business days after written notification of such event is sent by Defendants' Counsel or Class Counsel to the Settlement Administrator, the Settlement Fund (including accrued interest), less expenses and any costs which have been disbursed or are determined to be chargeable as Notice and Administration Expenses, shall be refunded by the Settlement Administrator to Defendants. In such event, Defendants shall be entitled to any tax refund owing to the Settlement Fund. At the request of Defendants, the Settlement Administrator or its designee shall apply for any such refund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for a refund, to Defendants. In no event will Defendants be entitled to recover any funds spent for Notice and Administration Expenses prior to termination of this Agreement.

13. MISCELLANEOUS PROVISIONS

13.1 Integration: The Agreement, including all Exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the Agreement and shall supersede any previous agreements, representations, communications, and understandings among the Parties with respect to the subject matter of the Agreement. The Agreement may not be changed, modified, or amended except in a writing signed by one of Class Counsel and one of Defendants' Counsel and, if required, approved by the Court. The Parties contemplate that the Exhibits to the Agreement may be modified by subsequent agreement of Defendants or Defendants' Counsel and Class Counsel, or by the Court.

13.2 Governing Law: This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California, without reference to its choice of law rules. Any action to enforce the provisions of this Agreement shall be commenced in the Superior Court of California, County of Alameda.

13.3 Execution in Counterparts: The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall

constitute one and the same instrument. Facsimile signatures or signatures scanned to PDF and sent by e-mail shall be treated as original signatures and shall be binding.

13.4 Notices: Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by first class US Mail and e-mail to:

If to Plaintiffs or Class Counsel:

Kathryn A. Stebner
STEBNER & ASSOCIATES
870 Market Street, Suite 1212
San Francisco, CA 94102
Telephone: (415) 362-9800
Facsimile: (415) 362-9801
kathryn@stebnerassociates.com

Guy B. Wallace
SCHNEIDER WALLACE COTTRELL KONECKY, LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105
gwallace@schneiderwallace.com

If to Defendants or Defendants' Counsel:

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

13.5 Stay of Proceedings: Upon the execution of this Agreement, all discovery and other proceedings in the Action shall be stayed until further order of the Court, except for proceedings that may be necessary to implement the Agreement or comply with or effectuate the terms of this Settlement Agreement.

13.6 Good Faith: The Parties agree that they will act in good faith and will not engage in any conduct that will or may frustrate the purpose of this Agreement. As part of this, the Parties and their counsel agree that they will make no statements to the media (including blogs) regarding this settlement or the case. The Parties further agree, subject to Court approval as needed, to reasonable extensions of time to carry out any of the provisions of the Agreement.

13.7 Protective Orders: All orders, agreements and designations regarding the confidentiality of documents and information ("Protective Orders") remain in effect, and all

Parties and counsel remain bound to comply with the Protective Orders, including the provisions to certify the destruction of documents deemed Confidential under the Protective Orders. Notwithstanding such provision in the Protective Order, Defendants' Counsel and Class Counsel may retain copies of all deposition transcripts and exhibits and all documents submitted to the Court, but those documents must be kept confidential to the extent they were designated as "Confidential," and will continue to be subject to the Protective Order.

13.8 Binding on Successors: This Agreement shall inure to the benefit of and be binding upon the respective agents, assigns, administrators, employees, trustees, executors, heirs, and successors in interest of each of the Parties.

13.9 Arms-Length Negotiations: The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement has been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel. This Agreement shall not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the implementation of this Agreement and the Parties agree that the drafting of this Agreement has been a mutual undertaking.

13.10 Recitals: The Recitals are a material part of this Agreement and are incorporated herein in their entirety.

13.11 Waiver: The waiver by one Party of any provision or breach of the Agreement shall not be deemed a waiver of any other provision or breach of the Agreement.

13.12 Exhibits: All Exhibits to this Agreement are material and integral parts hereof, and are incorporated by reference as if fully rewritten herein.

13.13 Taxes: No opinion concerning the tax consequences of the Agreement to any Settlement Class Member is given or will be given by Defendants, Defendants' Counsel, or Class Counsel; nor is any Party or their counsel providing any representation or guarantee respecting the tax consequences of the Agreement as to any Settlement Class Member. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting the Agreement, if any. Defendant and Released Parties are in no way liable or responsible for any taxes Class Counsel, Plaintiff, Settlement Class Members or others may be required or obligated to pay as a result of the receipt of settlement benefits or payments relating to the Settlement or under this Agreement.

13.14 The Parties listed below hereby acknowledge that, prior to the execution of this Agreement, each consulted with their respective counsel of record.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed, all as of the day set forth below.

DATED: 8/16/20

OAKMONT SENIOR LIVING LLC

W
By: William P Gullcher
Its: Manager

DATED: _____

OAKMONT MANAGEMENT GROUP LLC

By: _____
Its: _____

DATED: _____

By: _____
KATHLEEN LOLLOCK
Guardian ad litem for Plaintiff Donald Lollock

DATED: _____

By: _____
ZAREEN KHAN
Executor for the Estate of Abdulwafi Khan

DATED: _____

OAKMONT SENIOR LIVING LLC

By: _____

Its: _____

DATED: 8/18/2020

OAKMONT MANAGEMENT GROUP LLC

C. Siegel

By: Courtney Siegel

Its: President & CEO

DATED: _____

By: _____

KATHLEEN LOLLOCK
Guardian ad litem for Plaintiff Donald Lollock

DATED: _____

By: _____

ZAREEN KHAN
Executor for the Estate of Abdulwafi Khan

OAKMONT SENIOR LIVING LLC

DATED: _____

By: _____

Its: _____

OAKMONT MANAGEMENT GROUP LLC

DATED: _____

By: _____

Its: _____

DATED: 6/23/20

By: 
KATHLEEN LOLLOCK
Guardian ad litem for Plaintiff Donald Lollock

DATED: _____

By: _____
ZAREEN KHAN
Executor for the Estate of Abdulwafi Khan

OAKMONT SENIOR LIVING LLC

DATED: _____

By: _____

Its: _____

OAKMONT MANAGEMENT GROUP LLC

DATED: _____

By: _____

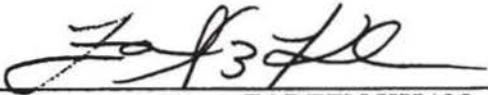
Its: _____

DATED: _____

By: _____

KATHLEEN LOLLOCK
Guardian ad litem for Plaintiff Donald Lollock

DATED: 6-25-2020

By:  _____

ZAREEN KHAN
Executor for the Estate of Abdulwafi Khan

DATED: 6.23.20

By: Charmaine Pearson
CHARMAINE PEARSON
Attorney in fact for Frank Pearson

DATED: _____

By: _____
LANCE ANDERSON
Guardian ad litem for Jo Ella Nashadka

DATED: _____

By: _____
WILLIAM RAY
Attorney in fact for Jane Burton-Whitaker

DATED: _____

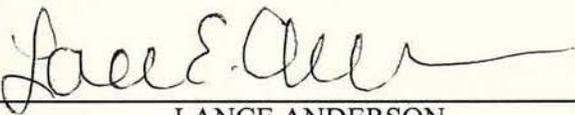
Approved as to form by
STEBNER & ASSOCIATES

By: _____
KATHRYN STEBNER
Attorney for Plaintiffs

DATED: _____

By: _____
CHARMAINE PEARSON
Attorney in fact for Frank Pearson

DATED: 06/25/20

By: 
LANCE ANDERSON
Guardian ad litem for Jo Ella Nashadka

DATED: _____

By: _____
WILLIAM RAY
Attorney in fact for Jane Burton-Whitaker

DATED: _____

Approved as to form by
STEBNER & ASSOCIATES

By: _____
KATHRYN STEBNER
Attorney for Plaintiffs

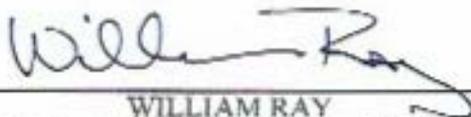
DATED: _____

By: _____
CHARMAINE PEARSON
Attorney in fact for Frank Pearson

DATED: _____

By: _____
LANCE ANDERSON
Guardian ad litem for Jo Ella Nashadka

DATED: June 25, 2020

By: 
WILLIAM RAY
Attorney in fact for Jane Burton-Whitaker

DATED: _____

Approved as to form by
STEBNER & ASSOCIATES

By: _____
KATHRYN STEBNER
Attorney for Plaintiffs

DATED: _____

By: _____
CHARMAINE PEARSON
Attorney in fact for Frank Pearson

DATED: _____

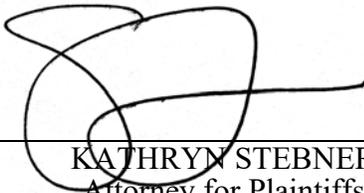
By: _____
LANCE ANDERSON
Guardian ad litem for Jo Ella Nashadka

DATED: _____

By: _____
WILLIAM RAY
Attorney in fact for Jane Burton-Whitaker

DATED: 6/23/20

Approved as to form by
STEBNER & ASSOCIATES

By: _____

KATHRYN STEBNER
Attorney for Plaintiffs

EXHIBITS

Document

Exhibit Number

Class Notice 1

Preliminary Approval Order 2

Order of Final Approval and Judgment Approving Class Action Settlement 3

Injunction4

EXHIBIT

1

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 July 3, 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?
<p>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.</p> <p>The Parties have agreed to settle the lawsuit on the terms and conditions explained in this notice.</p>
WHY IS THIS A CLASS ACTION?
<p>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.</p> <p>Judge Stephen Kaus of the Superior Court of California, County of Alameda, is in charge of this proposed class action.</p>
WHY IS THERE A SETTLEMENT?
<p>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</p>

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 Varena, 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 a 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 **[web address]**, 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 **[insert website]** or call **[insert]**.

WHEN WILL I RECEIVED MY SETTLEMENT AWARD?

The Court will hold a final approval hearing on **[date]** at **[time]** 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 [insert web address] 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 **[web address]**, 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 your self – 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 **[date]** to: **[insert Administrator address]**

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 **[date]**.

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 **[date]**:

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 **[time]** and **[date]** 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 [web address] 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 **[Settlement Website]**, 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 **[insert]**.

**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: _____ [/s/ The Honorable Stephen Kaus]

JUDGE OF THE SUPERIOR COURT

LEGAL NOTICE

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, you could be entitled to benefits under a class action settlement.

WHAT IS THIS LAWSUIT ABOUT?

A proposed settlement of a class action entitled *Donald Lollock, et al. vs. Oakmont Senior Living, LLC, et al.* has been reached in the Superior Court of California, County of Alameda (case number RG17875110).

Plaintiffs allege 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.

WHAT DOES THE SETTLEMENT PROVIDE?

If the Court approves the proposed settlement and you do not request to be excluded from the Settlement Class the cash payment for each Settlement Class Member who paid a Community Fee during the Settlement Class Period will be approximately 37% of the amount of the Community Fee during the Settlement Class Period, depending on the amounts the Court awards for attorneys' fees and costs. To be eligible for benefits under the settlement, you must be a Settlement Class Member or a legal successor of a deceased Settlement Class Member.

WHAT ARE MY RIGHTS AND OPTIONS?

If you are a member of the Settlement Class, you may 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. Alternatively, you can 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 by submitting a written objection. Your third option is to 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. You will need to prepare and submit a written request to be excluded from the settlement class. Please visit **[settlement website]** for instructions on how to submit a written objection to the settlement or a request for exclusion. Written objections and exclusion request must be submitted no later than **[date]**. 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.

FAIRNESS HEARING

The Court will hold a Final Approval Hearing on **[date]** at **[time]**, to decide whether to approve the settlement at the Courtroom of the Honorable Stephen Kaus, Department 19, Superior Court of California, County of Alameda, 1221 Oak Street, Oakland, California 94612. The Court will also decide Plaintiffs' request for attorneys' fees, which shall not exceed one-third of the value of the Fund and the Injunction. The date, time, or place may be changed by the Court without notice to the Settlement Class, so please check for updates on the Settlement Website at **[settlement website]**.

OBTAIN MORE INFORMATION

More information about the lawsuit and settlement can be found at **[settlement website]**, or by reviewing online court records ("DomainWeb") at <http://www.alameda.courts.ca.gov/Pages.aspx/domainWeb>.

**[settlement website]
1-888-XXX-XXXX**

EXHIBIT

2

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

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10 2000 Powell Street, Suite 1400
11 Emeryville, CA 94608
12 Tel: (415) 421-7100
13 Fax: (415) 421-7105

14 [Additional Counsel listed on Proof of Service page]

15 Attorneys for Plaintiffs and the Proposed Class
16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF ALAMEDA

18 Donald Lollock, by and through his Guardian
19 ad Litem, Kathleen Lollock; Zareen Khan as
20 Executor for the Estate of Abdulwafi Khan;
21 Frank Pearson; Jo Ella Nashadka, by and
22 through her Guardian ad Litem, Lance
23 Anderson; and Jane Burton-Whitaker; on their
24 own behalves, and on behalf of others similarly
25 situated,

26 Plaintiffs,

27 vs.

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

Defendants.

CASE NO. RG17875110

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

**[PROPOSED] ORDER
PRELIMINARILY APPROVING CLASS
ACTION SETTLEMENT**

Date: August 3, 2020
Time: 3:00 p.m.
Dept: 19
Judge: Hon. Stephen Kaus

Reservation No.: R-2182115

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 July
8 8, 2020, to resolve the-above referenced action (“Action”) after substantial discovery and lengthy
9 arms-length settlement discussion.

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

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

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

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

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

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

12 **FINDINGS**

13 1. Having read and considered the parties' Settlement Stipulation and Plaintiffs'
14 Motion for Preliminary Settlement Approval, and the exhibits thereto, the Court makes the
15 following findings for purposes of preliminary settlement approval only:

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

22 3. Class Counsel and the Class Representative are adequate representatives of the
23 Settlement Class pursuant to California Code of Civil Procedure section 382.

24 4. The Court has conducted a preliminary assessment of the fairness, reasonableness,
25 and adequacy of the Settlement Stipulation and hereby finds that the settlement falls within the
26 range of reasonableness meriting possible final approval. The Court therefore preliminarily
27 approves the proposed settlement as set forth in the Settlement Stipulation.

28 5. The Court finds that dissemination of the Class Notice in the manner set forth in

1 this Order and the Settlement Stipulation meets the requirements of California Code of Civil
2 Procedure section 382, California Rule of Court 3.769(f), and due process, and is the best notice
3 practicable under the circumstances and shall constitute due and sufficient notice to all Persons
4 entitled thereto.

5 **ORDER**

6 6. Accordingly, and good cause appearing, IT IS HEREBY ORDERED as follows:

7 **Preliminary Settlement Approval**

8 7. For purposes of settlement only, and in accordance with the standards set forth in *Dunk*
9 *v. Ford Motor Company*, 48 Cal. App. 4th 1794 (1996), the Court preliminarily approves the
10 parties' settlement as set forth in the Settlement Stipulation and preliminarily grants class
11 certification for the Settlement Class as defined above, and the Court approves the Class
12 Representatives and Class Counsel to act on behalf of the Settlement Class.

13 **Approval As to the Form and Method of Class Notice**

14 8. The Court approves, as to form and content, the proposed long form and summary
15 form of Class Notice, copies of which are hereto attached collectively as **Exhibit 1**.

16 9. The Court approves the designation of CPT Group, Inc., (herein "Settlement
17 Administrator") to serve as the settlement administrator for the settlement. The Settlement
18 Administrator shall disseminate Class Notice and supervise and carry out the notice procedure and
19 other administrative functions, and shall respond to Settlement Class Member inquiries, as set
20 forth in the Settlement Stipulation and this Order under the direction and supervision of the Court.

21 10. The Court directs the Settlement Administrator to establish a Settlement Website,
22 making available copies of this Order, the Class Notice, the Settlement Stipulation and all exhibits
23 thereto, and such other information as may be of assistance to Settlement Class Members or
24 required under the Settlement Stipulation.

25 11. The Settlement Administrator is ordered to substantially complete dissemination of
26 the Class Notice no later than ten (10) business days after it receives the Settlement Class Member
27 Information List.

28 12. The costs of the Class Notice, creating and maintaining the Settlement Website,

1 and all other Notice and Payment Distribution Administration Expenses shall be paid out of the
2 Settlement Fund in accordance with the applicable provisions of the Settlement Stipulation.

3 **Procedure for Settlement Class Members to Participate In the Settlement**

4 13. No later than three (3) business days after the entry by the Court of this Preliminary
5 Approval Order, Defendants shall furnish the Settlement Administrator with the Settlement Class
6 Member Information List (which shall include all Settlement Class Members), in accordance with
7 the Settlement Stipulation. The Settlement Administrator shall mail and e-mail the Notice to all
8 Settlement Class Members at the addresses provided by Defendants, as updated by the Settlement
9 Administrator, and shall also publish the Notice in a single publication of the USA Today
10 (California weekday edition), as set forth in the Settlement Stipulation.

11 14. Settlement Class Members who wish to receive a settlement award need to take no
12 action. If a Settlement Class Member is deceased, the legal successor for the Class Member may
13 obtain payment by providing the Settlement Administrator with appropriate proof of successor
14 status and a current address.

15 **Procedure for Requesting Exclusion from the Class**

16 15. Any Person falling within the definition of the Settlement Class may, upon his or
17 her request, be excluded from the Settlement Class. Any such Persons (or their legal
18 representative) must submit a request for exclusion to the Settlement Administrator via first class
19 United States mail postmarked no later than the Opt Out Date, which shall be sixty (60) calendar
20 days from the Notice Date, as set forth in the Class Notice. Requests for exclusion purportedly
21 filed on behalf of groups of persons are prohibited and will be deemed to be void.

22 16. Any Settlement Class Member who does not send a signed request for exclusion
23 postmarked or delivered on or before the Opt-Out Date will be deemed to be a Settlement Class
24 Member for all purposes and will be bound by all further orders of the Court in this Action and by
25 the terms of the settlement, if finally approved by the Court. The written request for exclusion
26 must be signed by the potential Settlement Class Member (or his/her legal representative) and
27 contain the following information: (a) the Settlement Class Member's name, current address and
28 telephone number; and (b) a statement that indicates a desire to be excluded from the Settlement

1 Class. All Persons who submit valid and timely requests for exclusion in the manner set forth in
2 the Settlement Stipulation shall have no rights under the Settlement Stipulation and shall not be
3 bound by the Settlement Stipulation or the Final Judgment and Order.

4 17. The Settlement Administrator shall provide Class Counsel and Defendants'
5 Counsel with a final list of names for all timely Requests for Exclusion within five (5) business
6 days after the Opt Out Date. In addition to its affidavit to the Court attesting that Notice was
7 disseminated pursuant to the Notice Program, the Settlement Administrator shall also include in its
8 affidavit the final list of all timely Requests for Exclusion five (5) days prior to the Final Approval
9 Hearing prior to the Final Approval Hearing.

10 **Procedure for Objecting to the Settlement**

11 18. Any Settlement Class Member (or their legal representative) who desires to object
12 to the proposed settlement, including the requested attorneys' fees and expenses or service awards
13 to the Plaintiffs must timely file with the Clerk of this Court a notice of the objection(s), together
14 with all papers that the Settlement Class Member desires to submit to the Court no later than the
15 Objection Date, which shall be sixty (60) calendar days after the Notice Date as set forth in the
16 Class Notice. The objection must also be served on Class Counsel and Defendants' counsel no
17 later than the Objection Date.

18 19. The written objection must include: (a) a heading which refers to the Action; (b)
19 the objector's name, address, telephone number and, if represented by counsel, of his/her counsel;
20 (c) a statement that the objector resided at or signed a contract with Defendants, predecessors,
21 successors, assigns or related entities during the Settlement Class Period and (d) the Oakmont
22 Community at which they resided, or that the objector is the legal representative of such a person;
23 (e) a statement whether the objector intends to appear at the Final Approval Hearing, either in
24 person or through counsel; (f) a clear and concise statement of the objection to the Settlement and
25 this Settlement Agreement, including all factual and/or legal grounds supporting the objection; (g)
26 copies of any papers, briefs, or other documents upon which the objection is based; and (h) the
27 objector's signature under penalty of perjury.

28 20. Any Settlement Class Member who fails to file and serve a timely written objection

1 in the time and manner specified above shall be deemed to have waived any objections and shall
2 be foreclosed from making any objection (whether by objection, appeal or otherwise) to the
3 settlement and the Settlement Stipulation.

4 **Final Approval Hearing**

5 21. The Court will hold a final approval hearing on _____, 2020, at
6 _____ a.m./p.m., in the Courtroom of the Stephen Kaus, Department 19, Superior Court of
7 California, County of Alameda, 1221 Oak Street, Oakland, CA 94612, for the following purposes:

8 A. determining whether the proposed settlement of the Action on the terms and
9 conditions provided for in the Settlement Stipulation is fair, reasonable and adequate and should
10 be approved by the Court;

11 B. considering whether the Court should enter the [Proposed] Order of Final
12 Approval and Judgment Approving Class Action Settlement;

13 C. considering whether the Court should enter an Order for an Injunction;

14 D. considering the application for service awards to the Plaintiffs as provided
15 for under the Settlement Stipulation;

16 E. considering the application of Class Counsel for an award of attorneys' fees
17 and litigation expenses as provided for under the Settlement Stipulation;

18 F. considering whether the release by the Settlement Class Members of the
19 Released Claims as set forth in the Settlement Stipulation should be provided and binding on the
20 Settlement Class Members; and

21 G. ruling upon such other matters as the Court may deem just and appropriate.

22 22. The Court may adjourn the Final Approval Hearing and later reconvene such
23 hearing without further notice to the Settlement Class Members.

24 23. Any Settlement Class Member (or their legal representative) may appear at the
25 Final Approval Hearing, either in person or through counsel hired at the Settlement Class
26 Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of the
27 settlement and the Settlement Stipulation, including Class Counsel's request for award of
28 attorneys' fees and litigation costs. All Settlement Class Members who do not enter an

1 appearance will be represented by Class Counsel.

2 24. Opening papers in support of final approval of the Settlement Stipulation, and
3 opening papers in support of Plaintiffs' and Class Counsel's application for attorneys' fees,
4 litigation expenses and service awards, shall be filed and served fifteen (15) calendar days prior to
5 the deadline for any objections to the Settlement Stipulation. Opposition papers, if any, must be
6 filed with the Court and served on the Parties' counsel at least fourteen (14) calendar days prior to
7 the Final Approval Hearing. Reply papers, including response to oppositions or objections, if any,
8 must be filed and served at least seven (7) calendar days prior to the Final Approval Hearing.

9 25. The Parties may further modify the Settlement Stipulation prior to the Final
10 Approval Hearing so long as such modifications do not materially change the terms of the
11 settlement provided therein. The Court may approve the Settlement Stipulation with such
12 modifications as may be agreed to by the Parties, if appropriate, without further notice to
13 Settlement Class Members.

14 26. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in
15 connection with the administration of the settlement which are not materially inconsistent with
16 either this Order or the terms of the Settlement Stipulation.

17 IT IS SO ORDERED.

18 DATED: _____

Honorable Stephen Kaus
Judge of the Superior Court

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27
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EXHIBIT

3

1 Kathryn A. Stebner, State Bar No. 121088
STEBNER AND ASSOCIATES
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San Francisco, CA 94102
3 Tel: (415) 362-9800
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5 Guy B. Wallace, State Bar No. 176151
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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 Plaintiffs,

18 vs.

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

21 Defendants.
22
23
24
25
26
27
28

CASE NO. RG17875110

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

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

Date:

Time:

Dept: 19

Judge: Hon. Stephen Kaus

Reservation No.: _____

1 This matter came before the Court on _____, 2020, for hearing on
2 Plaintiffs' Motion for Final Approval of Class Action Settlement. The Court has considered the
3 Stipulation of Settlement and attached exhibits including the Stipulated Injunction, as well as the
4 oral and/or written objections regarding the proposed settlement, the record in this action, and the
5 oral and written arguments of counsel.

6 **ORDER**

7 Good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
8 THAT:

9 1. To the extent applicable, this Order Granting Final Approval and Judgment of
10 Settlement ("Order and Judgment") incorporates by reference the definitions contained in the
11 Stipulation of Settlement ("Settlement Stipulation"). All terms used herein shall have the same
12 meanings as set forth in the Settlement Stipulation unless set forth differently herein. The terms of
13 the Settlement Stipulation are fully incorporated in this Order and Judgment as if set forth fully
14 here.

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

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

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

23 5. The Court confirms for purposes of settlement only its certification of the following
24 Settlement Class: Plaintiffs and all similarly situated Persons who resided at one of the Oakmont
25 Senior Living branded California assisted living facilities at any time from September 13, 2013
26 through and including December 16, 2019 (the "Settlement Class Period"), including the
27 following communities: Oakmont of Capriana, Oakmont of Cardinal Point, Oakmont of
28 Carmichael, Oakmont of Camarillo, Oakmont of Chino Hills, Oakmont of Concord, Oakmont of

1 El Dorado Hills, Oakmont of Escondido, Oakmont of Fair Oaks, Oakmont of Folsom, Oakmont of
2 Fountaingrove Lodge, Oakmont of Fresno, Oakmont of Huntington Beach, Oakmont of Mariner
3 Point, Oakmont of Montecito, Oakmont of Orange, Oakmont of Pacific Beach, Oakmont of
4 Redding, Oakmont of Roseville, Oakmont of San Antonio Heights, Oakmont of San Jose,
5 Oakmont of Santa Clarita, Oakmont of Segovia, Oakmont of Stockton, Oakmont of Valencia,
6 Oakmont of Varena, Oakmont of Villa Capri, and Oakmont of Whittier.

- 7 a. Excluded from the Settlement Class are: (i) Defendants and their officers, directors
8 and employees and (ii) the Judges to whom this Action and the Other Actions are
9 assigned and any members of their immediate families.
- 10 b. Also excluded from the Settlement Class are all Settlement Class Members (or their
11 legal successors) who submitted timely and valid requests for exclusion who are
12 listed on **Exhibit A** attached hereto. The Persons listed in **Exhibit A** are not bound
13 by this Order and Judgment or the terms of the Settlement Stipulation.

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

20 7. For purposes of settlement only, the Settlement Class Members, except those
21 Persons excluded from the Settlement Class, are bound by this Order and Judgment and the terms
22 of the Settlement Stipulation.

23 8. Class Counsel and the Class Representative are found to be adequate
24 representatives of the Settlement Class pursuant to California Code of Civil Procedure section 382
25 for purposes of settlement only. The Court appoints Plaintiffs Donald Lollock, by and through his
26 Guardian ad Litem Kathleen Lollock; Zareen Khan as Executor for the Estate of Abdulwafi Khan;
27 Frank Pearson; Jo Ella Nashadka, by and through her Guardian ad Litem, Lance Anderson; and
28 Jane Burton-Whitaker, on their own behalf and on behalf of others similarly situated, as the Class

1 Representatives for purposes of settlement only. The Court also designates the following
2 attorneys as Class Counsel for purposes of settlement only: Kathryn Stebner of Stebner &
3 Associates; Guy Wallace of Schneider Wallace Cottrell Konecky Wotkyms LLP; Robert Arns of
4 The Arns Law Firm; Michael D. Thamer of the Law Offices of Michael D. Thamer; Megan
5 Yarnall of Janssen Malloy LLP; David Marks of Marks, Balette, Giessel & Young, P.L.L.C.; and
6 Christopher Healey of Dentons US LLP. The Court finds Class Counsel are experienced and
7 adequate counsel to represent the Settlement Class for purposes of settlement only, and they have
8 fairly and adequately represented the Settlement Class for purposes of entering into and
9 implementing the Settlement Stipulation.

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

22 10. Defendants are hereby ordered to comply with the terms of the Settlement
23 Stipulation.

24 11. The Settlement Stipulation and this Order and Judgment are not admissions of
25 liability, fault, or wrongdoing by Defendants or the Released Parties, or a finding of the validity of
26 any claims in the Action or of any wrongdoing or violation of law by Defendants or the Released
27 Parties. Neither this Order and Judgment, nor any of its terms or provisions, nor any of the
28 negotiations or proceedings connected with it, shall be offered as evidence or received in evidence

Case No. RG17875110

[PROPOSED] ORDER OF FINAL APPROVAL AND

JUDGMENT APPROVING CLASS ACTION SETTLEMENT

1 in any pending or future civil, criminal, or administrative action or proceeding to establish any
2 liability of, or admission by Defendants, the Released Parties, or any of them. Notwithstanding
3 the foregoing, nothing in this Order and Judgment shall be interpreted to prohibit the use of this
4 Order and Judgment in a proceeding to consummate or enforce the Settlement Stipulation, this
5 Order and Judgment, or to defend against the assertion of Released Claims as defined in the
6 Settlement Stipulation in any other proceeding, or as otherwise required by law.

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

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

17 14. Without affecting the finality of the Order and Judgment, the Court reserves
18 jurisdiction over the implementation, administration and enforcement of this Order of Final
19 Approval and Judgment Approving Class Action Settlement, the Settlement Stipulation, the
20 Injunction, and all matters ancillary thereto pursuant to California Code of Civil Procedure section
21 664.6 and California Rule of Court 3.769(h).

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

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

EXHIBIT

4

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14 [Additional Counsel listed on signature page]

15 Attorneys for Plaintiffs and the Proposed Class

16 SUPERIOR COURT OF THE STATE OF CALIFORNIA

17 COUNTY OF ALAMEDA

18 Donald Lollock, by and through his Guardian
19 ad Litem, Kathleen Lollock; Zareen Khan as
20 Executor for the Estate of Abdulwafi Khan;
21 Frank Pearson; Jo Ella Nashadka, by and
22 through her Guardian ad Litem, Lance
23 Anderson; and Jane Burton-Whitaker; on their
24 own behalves, and on behalf of others
25 similarly situated,

26 Plaintiffs,

27 vs.

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

Defendants.

CASE NO. RG17875110

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

INJUNCTION

Judge: Hon. Stephen Kaus
Dept: 19

1 Pursuant to the parties' stipulation, IT IS ORDERED, ADJUDGED AND DECREED AS
2 FOLLOWS:

3 As referenced herein, the term "Class Counsel" means and includes the Class Counsel as
4 defined in the Court's order granting final settlement approval in this action.

5 As referenced herein, the term "Defendants' Counsel" means the following entities: Gabe
6 P. Wright and Kyle T. Overs of Hahn Loeser & Parks LLP.

7 As referenced herein, the "Enjoined Parties" means and includes Oakmont Management
8 Group LLC and Oakmont Senior Living LLC (collectively, "Defendants"), and their agents,
9 subsidiaries and assigns.

10 As referenced herein, the term "Community" and "Communities" means any residential
11 care facility for the elderly (RCFE) that is owned or managed by the Enjoined Parties or the
12 facilities in which an Enjoined Party is named as a licensee by Community Care Licensing.

13 This Court has jurisdiction over the parties and the claims asserted by the Class Plaintiffs
14 in this action. The following injunction ("Injunction") shall be entered against each and every
15 Enjoined Party:

16 **COMPLIANCE WITH LAW**

17 1. At all times, the Enjoined Parties shall comply with 22 CCR 87411(a) by
18 providing daily community resident care personnel, sufficient in numbers and competent, to
19 provide the services necessary to meet the resident needs.

20 2. At all times, the Enjoined Parties shall comply with 22 CCR 87608(a) by
21 providing sufficient resident care staff necessary to provide the assistance and care to each
22 resident in those activities of daily living which the resident is unable to do for himself/herself, as
23 determined by their most recent resident assessment.

24 3. At all times, the Enjoined Parties shall comply with 22 CCR 87705(c)(4) by
25 providing an adequate number of direct care staff to support each memory care resident's
26 physical, social, emotional, safety and health care needs as identified in his/her current
27 assessment.

28 4. For purposes of this Injunction only, the parties stipulate that the minimum

1 resident care personnel necessary to meet each of the resident’s daily care needs at the
2 Communities, including those necessary to provide the assistance and care to each Community
3 resident in those activities of daily living which the resident is unable to independently do for
4 himself/herself, shall be determined by each resident’s most recent assessment and calculated as
5 follows:

6 a. Each resident of the Communities shall have daily personal care minutes assigned
7 to them as part of Defendants’ resident assessment process. The daily personal care minutes
8 assigned to each resident shall be determined by the number of minutes Defendants determine are
9 necessary to perform each assessed care task (“Assessed Minutes”). The parties stipulate that
10 Defendants’ RealPage assessment software program will be used to calculate Assessed Minutes
11 during the period of this Injunction. The parties further stipulate that during any period in which
12 a competent resident, or in the alternative, their guardian or receiver, notifies the Enjoined Parties
13 in writing that such resident refuses certain assessed services or directs Enjoined Parties that such
14 resident refuses assessed services, or directs Enjoined Parties to provide a resident with a lesser
15 quantity or level of assessed services, then the number of minutes associated with the level of care
16 for that resident shall be reduced accordingly when calculating the amount of Required Resident
17 Care Personnel Minutes that the Enjoined Parties are to meet and not the higher assessed level
18 that was declined by the resident or their guardian or receiver.

19 b. For each two week period during the time period the Injunction is in force and
20 effect, for each Community, the total hours worked during the preceding two week period by each
21 Community’s resident care personnel shall be equal to, or greater than the “Required Resident
22 Care Personnel Minutes” for the same two week period, which is defined as and shall be
23 calculated as follows: (i) the daily aggregated Assessed Minutes of all residents of the
24 Community during the preceding two week period (“Care Hours ”), as reflected in Resident
25 Hours and Minutes Report available to the Enjoined Parties thru their RealPage software program
26 and taking into consideration any refusal of services by a resident or their guardian or receiver as
27 set forth more fully in Section 4a, above, plus (ii) additional daily resident care personnel minutes
28 in an amount equal to twenty (20) percent of the above-described Care Hours. The parties

1 stipulate that the purpose for requiring the additional 20% in Care Hours is to account for the time
2 required for Community resident care personnel to perform tasks that are not directly associated
3 with providing assessed care services to residents, including but not limited to, charting,
4 communicating with supervisors, co-workers, residents and family members, and other non-care
5 tasks. In carrying out this provision, a Resident Minutes and Hours Report run on the 15th day of
6 any month will be used to determine whether the staffing of the Required Resident Care
7 Personnel Minutes delivered at the facility on the preceding fourteen (14) days were sufficient for
8 purposes of compliance with the Injunction.

9 The Enjoined Parties' first compliance analysis date under this provision shall be
10 performed on the date that is three (3) weeks after the date this Injunction is signed by the Court.
11 That is, the Enjoined Parties shall comply with this provision by running a Resident Minutes and
12 Hours Report for each community, adding additional Resident Care Personnel Minutes equal to
13 twenty percent (20%) of the total, and comparing said Resident Care Personnel Minutes against
14 the payroll labor reports for the prior two week period. For purposes of this injunction, the term
15 "Resident Care Personnel" shall mean the following job categories: Care Provider, Health
16 Services Director, Med Tech, Wellness Nurse, Medication Nurse, Traditions Director, Resident
17 Care Coordinator, and Assisted Living Coordinator. For the purposes of this Injunction, "Care
18 Hours" and "Required Resident Care Personnel Minutes" shall mean the hours worked by the
19 following staff positions: Care Providers, Health Services Director, Med Techs, Medication
20 Nurses and Wellness Nurses. For the purposes of this stipulated injunction, the parties further
21 agree that the "Required Resident Care Personnel Minutes" shall also include 25% (twenty five
22 percent) of the hours worked by the Assisted Living Coordinator, and 50% (fifty percent) of the
23 hours worked by the Traditions Coordinator (also referred to as Traditions Director) and Resident
24 Care Coordinator.

25 c. Exception Circumstances. It shall not constitute a violation of the provisions of
26 this Section 4, or the timely reporting requirements of Section 5 below, for any period during
27 which the following circumstance exists as to any specific community: during any period of force
28 majeure at the geographic location in which the applicable Community resident resides, including,

1 but not limited to, fire, flood, earthquake, natural disaster, weather condition, acts of terrorism,
2 federal, state or local government order, epidemic, pandemic or other contagious disease
3 outbreak; or other cause beyond the control of the Enjoined Parties.

4 **COMPLIANCE REPORTS AND MONITORING**

5 5. Six months from the date this order is signed by the Court, and continuing semi-
6 annually thereafter for as long as this Injunction is in effect, Enjoined Parties shall file with the
7 Court an affidavit which states that each of the Communities are in substantial compliance with
8 the staffing levels described in and required by paragraph 4 and verifying their compliance with
9 this Injunction. In verifying their compliance with this Injunction, the Enjoined Parties shall
10 confirm in their Compliance Report that the Resident Minutes and Hours Reports contain the
11 Care Hours of each resident of that Community as determined by their most recent resident
12 assessment as of the time the Resident Minutes and Hours Report was run, that the Payroll
13 Reports relied upon contain only hours worked by the specific care staff (as defined in Paragraph
14 4b) at each Community for that Community, and that the invoices for any registry and/or contract
15 staff hours accurately reflect the facility, job position, day and hours worked by Resident Care
16 Personnel. The Compliance Report shall be signed under penalty of perjury under the laws of the
17 State of California by an OMG Regional Vice-President or more senior-level executive position.

18 6. Six months from the date this order is signed by the Court, and continuing semi-
19 annually thereafter for as long as this Injunction is in effect, Class Counsel and the Enjoined
20 Parties' Counsel shall, after meet and confer, randomly select two Communities to confirm
21 compliance with this Order. Class Counsel and the Enjoined Parties' Counsel shall also, after
22 meet and confer, randomly select a thirty (30) day time period within the prior six month time
23 period within which to confirm compliance for the two selected communities. Thirty (30) days
24 after the selection of the two Communities and corresponding thirty (30) day time periods, the
25 Enjoined Parties shall provide the designated Class Counsel with the following materials covering
26 the selected thirty day time period for each of the two Communities: (a) The Resident Minutes
27 and Hours Reports; (b) Payroll Report ; and (c) any and all invoices for any registry or contract
28 care staff employed at the Community during the selected thirty day time period which reflect the

1 hours worked daily to the extent necessary to show compliance with this Injunction. If Class
2 Counsel determine that there is a discrepancy of more than 5% between the two week total of
3 Resident Care Personnel staffing based upon the Resident Minutes and Hours Reports and the
4 actual total of Resident Care Personnel staffing worked during the same period, they shall, before
5 seeking relief from the Court, meet and confer in good faith with the Enjoined Parties in an
6 attempt to resolve and correct the discrepancy. As part of this meet and confer process, Class
7 Counsel shall be entitled to request reasonable additional writings or materials, if necessary, to
8 confirm the accuracy of the above materials. The information produced by Enjoined Parties in
9 furtherance of this Injunction may not be used by Class Counsel for any purpose other than to
10 verify compliance with this Injunction or to enforce Injunction and shall not be used or
11 disseminated to any other third party for any other purpose.

12 **OTHER PROVISIONS**

13 7. Nothing stated in this Injunction shall relieve the Enjoined Parties, or any of them,
14 from complying with any other applicable federal or state law or regulation.

15 8. The Enjoined Parties shall not reduce any of the time estimates for any of the care
16 services in the RealPage assessment software program while the Injunction is in effect without
17 prior notice to Class Counsel and Court approval.

18 9. This Injunction shall be effective as of the date this order is approved and signed
19 by the Court and shall remain in full force and effect for two years from that date. The Enjoined
20 Parties shall comply with the staffing requirements set forth in paragraph 4 for a period of two (2)
21 years, beginning with the date this order is signed. At the end of said two (2) year period, Class
22 Counsel shall be provided with the writings described in paragraphs 5 and 6 above for purposes
23 of verifying Enjoined Parties' compliance during the final 6 months of the two (2) year period.
24 The Court shall retain jurisdiction over the Enjoined Parties for the purposes of enforcing the final
25 compliance report for a period of six months following the end of the term of this Injunction. If
26 the Enjoined Parties violate the terms of this Injunction, however, Plaintiffs may seek a Court
27 order extending the Injunction duration, in addition to any other available remedy.

28 10. If Plaintiffs are required to seek Court relief to enforce the Injunction, or any term

1 herein, Class Counsel will petition the Court for reasonable attorneys' fees and reimbursement of
2 costs and Enjoined Parties will have the right to contest any such petition.

3 11. Pursuant to CCP section 664.6, the Court shall retain continuing jurisdiction over
4 all parties and over this action to enforce the terms of this Injunction.

5 12. If the Resident Care Personnel staffing requirements for RCFEs are modified by
6 statute or regulation, any Party may move the court for modification of this Injunction consistent
7 with such new statute and/or regulation.

8 IT IS SO ORDERED, ADJUDGED AND DECREED.

9
10 Dated: _____, 2020

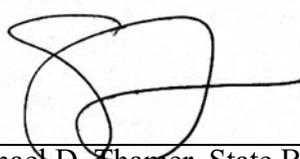
11 _____
12 Hon. Stephen Kaus
13 Judge of the Superior Court

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SO STIPULATED:

Dated: 6/23/20


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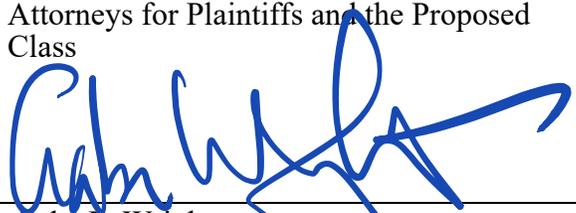
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