

# EXHIBIT 1

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

Audrey Heredia as successor-in-interest to the Estate of Carlos Heredia; Amy Fearn as successor-in-interest to the Estate of Edith Zack; and Helen Ganz, by and through her Guardian ad Litem, Elise Ganz; on their own behalves and on behalf of others similarly situated,

Plaintiffs,

vs.

Sunrise Senior Living, LLC; Sunrise Senior Living Management, Inc.; and Does 2 - 100,

Defendants.

CASE NO. 8:18-cv-1974-JLS (JDEx)

**STIPULATION OF SETTLEMENT**

Judge: Hon. Josephine L. Staton

Court: 10A

1 **RECITALS**

2 A. This Stipulation of Settlement is entered into by plaintiffs Amy Fearn  
3 as successor-in-interest to the Estate of Edith Zack and Helen Ganz as successor-in-  
4 interest to the Estate of Elise Ganz; on behalf of themselves and others similarly  
5 situated and defendants Sunrise Senior Living, LLC; and Sunrise Senior Living  
6 Management, Inc. (“Sunrise”) to settle the above-captioned lawsuit.

7 B. This class action lawsuit was originally filed in California state court  
8 on June 27, 2017 and subsequently removed to federal court. Plaintiffs’ operative  
9 Second Amended Complaint asserts claims and, among other things, made certain  
10 allegations against Sunrise under California’s Consumer Legal Remedies Act  
11 (CLRA), Cal. Civ. Code §§ 1750 et seq., the Unfair Competition Law (UCL), Cal.  
12 Civ. Code §§ 17200 et seq., and California’s elder financial abuse statute, Cal.  
13 Welf. & Inst. Code § 15610.30. Plaintiffs assert class claims on behalf of all  
14 persons who resided in a Sunrise California facility since June 27, 2013 and paid  
15 money to Sunrise pursuant to a residency agreement.

16 C. By way of Answer filed on or about March 18, 2019 and throughout  
17 the litigation, Sunrise responded to Plaintiffs’ allegations, denying the claims and  
18 allegations of Plaintiffs and the asserted class. Sunrise also advanced defenses that,  
19 among other things, the class claims asserted by Plaintiffs involved personal  
20 injuries that required an individualized inquiry of each plaintiff in the asserted class.

21 D. The Parties engaged in substantial discovery, investigation and motion  
22 practice before reaching an agreement to settle this lawsuit. Without limitation, that  
23 included motion and appellate practice regarding class certification issues,  
24 including Plaintiffs’ initial motion for class certification (Dkt 288), Plaintiffs’  
25 amended motion for class certification (Dkts 438, 504) and opposition thereto,  
26 Sunrise’s motions to strike expert testimony (Dkts 375, 389, 390, 504) and  
27 oppositions thereto, Sunrise’s request under FRCP 23(e) for interlocutory review of  
28 the District Court’s orders granting class certification and denying Sunrise’s  
29 motions to strike expert testimony (Ninth Circuit Dkt 81) and opposition thereto,  
30 and Sunrise’s appeal thereon, which culminated in an affirmance of the District  
31 Court’s class certification order and motion to strike order. (Ninth Circuit Dkt 82).

32 E. In order to avoid the uncertainties of continued litigation and the risks  
33 associated therewith, this Agreement was reached as a result of extensive arm’s  
34 length negotiations between the Parties and their respective counsel. These  
35 negotiations included a full-day mediation on December 9, 2020 before Robert J.  
36 Kaplan, Esq. of Judicate West in San Diego, California, and two full days of

1 mediation before the Honorable Diane M. Welsh (Ret.) of JAMS in Philadelphia,  
2 Pennsylvania on January 10-11, 2024.

3 F. Class Counsel have determined that a settlement of the Action on the  
4 terms set forth in this Agreement provides substantial benefits to the Settlement  
5 Class, is fair, reasonable, adequate, and in the best interests of the Settlement Class.  
6 In agreeing to the settlement set forth in this Agreement, Class Counsel have  
7 considered the risks of continued litigation, the benefits to the Settlement Class  
8 from a pre-trial resolution and other pertinent factors.

9 G. Sunrise has denied and continues to deny each allegation of liability,  
10 wrongdoing, and damages, as it has substantial factual and legal defenses to all  
11 claims and class allegations in the Action, including but not limited to, that it has at  
12 all times acted in accordance with all applicable representations, agreements, and  
13 governing law. Sunrise has also always maintained, and continues to maintain, that  
14 the class claims asserted by Plaintiffs involved personal injuries that required an  
15 individualized inquiry of each plaintiff in the asserted class. Nonetheless, Sunrise  
16 has concluded that because the continuation of the Action would be protracted,  
17 disruptive, and expensive, it is desirable that the Action be fully and finally settled  
18 on a classwide basis in the manner and upon the terms set forth in this Agreement.

19 Accordingly, IT IS HEREBY STIPULATED AND AGREED that the Action  
20 and all claims asserted therein shall be fully settled and resolved, subject to Court  
21 approval, on the following terms and conditions.

## 22 SETTLEMENT TERMS

### 23 **1. DEFINITIONS**

24 1.1 “Action” means the lawsuit captioned as *Audrey Heredia as successor-*  
25 *in-interest to the Estate of Carlos Heredia et al. v. Sunrise Senior Living, LLC and*  
26 *Sunrise Senior Management, Inc. et al.*, Case No. 8:18-cv-01974-JLS-JDE.

27 1.2 “Agreement” or “Settlement Agreement” means this Stipulation of  
28 Settlement, including all Exhibits attached hereto.

1.3 “CAFA Notice” means the notice of the proposed settlement in  
compliance with the requirements of the federal Class Action Fairness Act, 28  
U.S.C. § 1711 et seq.

1.4 “Class Counsel” means:

1 STEBNER GERTLER GUADAGNI &  
2 KAWAMOTO  
3 870 Market Street, Suite 1212  
4 San Francisco, CA 94102  
Telephone: (415) 362-9800

5 Kathryn A. Stebner  
6 [kathryn@sggklaw.com](mailto:kathryn@sggklaw.com)  
7 Brian Umpierre  
8 [brian@sggklaw.com](mailto:brian@sggklaw.com)

9 JANSSEN MALLOY LLP  
10 730 Fifth Street  
11 Eureka, CA 95501  
12 Telephone: (707) 445-2071

13 Megan Yarnall  
14 [myarnall@janssenlaw.com](mailto:myarnall@janssenlaw.com)

15 MARKS, BALETTE, GIESSEL &  
16 YOUNG, P.L.L.C.  
17 7521 Westview Drive  
18 Houston, Texas 77055  
19 Telephone: (713) 681-3070

20 David T. Marks  
21 [DavidM@marksfirm.com](mailto:DavidM@marksfirm.com)

22 TRAILS LAW GROUP  
23 3170 Fourth Ave., Suite 250,  
24 San Diego, CA 92103  
25 Telephone: (619) 501-4750

26 Stefanie Warren  
27 [swarren@trailslawgroup.com](mailto:swarren@trailslawgroup.com)

SCHNEIDER WALLACE  
COTTRELL KONECKY, LLP  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
Telephone: (415) 421-7100

Guy B. Wallace  
[gwallace@schneiderwallace.com](mailto:gwallace@schneiderwallace.com)

DENTONS US LLP  
4655 Executive Drive, Suite 700  
San Diego, CA 92121  
Telephone: (619) 236-1414

Christopher J. Healey  
[christopher.healey@dentons.com](mailto:christopher.healey@dentons.com)

LAW OFFICE OF MICHAEL D.  
THAMER  
Old Callahan School House  
12444 South Highway 3  
Callahan, CA 96014  
Telephone: (530) 467-5307

Michael D. Thamer  
[michael@trinityinstitute.com](mailto:michael@trinityinstitute.com)

1 1.5 “Class Notice” or “Notice” means the notice to be disseminated to  
2 Settlement Class Members informing them about the Settlement Agreement, in the  
3 form approved by the Court. A copy of the Notice that will be proposed for Court  
4 approval is attached substantially in the form of Exhibit 2.

5 1.6 “Court” means the United States District Court, Central District of  
6 California, the Honorable Josephine L. Staton presiding.

7 1.7 “Defendants” or “Sunrise” means Sunrise Senior Living, LLC and  
8 Sunrise Senior Living Management, Inc.

9 1.8 “Defendants’ Counsel” or “Sunrise’s Counsel” means the following  
10 counsel of record for Defendants in the Action:

11 GIBSON, DUNN & CRUTCHER LLP  
12 3161 Michelson Drive  
13 Irvine, CA 92612  
14 Telephone: (949) 451-3800

15 GIBSON, DUNN & CRUTCHER LLP  
16 1050 Connecticut Avenue, N.W.  
17 Washington, DC, 20036-5306  
18 Telephone: (202) 955-8500

19 Joseph Gorman  
20 [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)  
21 Michele L. Maryott  
22 [mmaryott@gibsondunn.com](mailto:mmaryott@gibsondunn.com)

23 Jason C. Schwartz  
24 [jschwartz@gibsondunn.com](mailto:jschwartz@gibsondunn.com)

25 GIBSON, DUNN & CRUTCHER LLP  
26 333 South Grand Avenue  
27 Los Angeles, CA 90071  
28 Telephone: (213) 229.7018

Michael J. Holecek  
[MHolecek@gibsondunn.com](mailto:MHolecek@gibsondunn.com)

1.9 “Distribution Request” means a request for payment of a Settlement  
Award made by a Settlement Class Member (or his/her legal representative or  
successor in interest). 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”).

1.10 “Effective Date” means the later in time of: (a) sixty (60) calendar  
days after the date of entry of the Final Approval Order, if no timely motions for

1 reconsideration and/or no appeals or other efforts to obtain review have been filed;  
2 or (b) in the event that an appeal or other effort to obtain review has been initiated,  
3 fifteen (15) calendar days after the date after such appeal or other review has been  
4 finally concluded and is no longer subject to review, whether by appeal, petitions  
5 for rehearing, petitions for rehearing en banc, petitions for writ of certiorari, or  
6 otherwise.

7 1.11 “Fees and Expenses Award” means the award granted and approved  
8 by the Court upon application by Class Counsel for reasonable attorneys’ fees not  
9 to exceed \$10.9 million, and reimbursement of litigation costs and expenses  
10 (including experts) incurred in the prosecution of the Action not to exceed \$2  
11 million.

12 1.12 “Final Approval Hearing” means the hearing to be conducted by the  
13 Court on such date as the Court may order to determine the fairness, adequacy, and  
14 reasonableness of the Agreement.

15 1.13 “Final Approval Order” means the final order and judgment approving  
16 the settlement as fair, adequate, and reasonable, confirming certification of the  
17 Settlement Class, and—notwithstanding this Court’s ongoing jurisdiction under  
18 Section 6.2—dismissing the Action with prejudice.

19 1.14 “Motion for Final Approval” means the motion to be filed by Plaintiffs  
20 seeking Final Approval of the settlement in accordance with the terms of this  
21 Agreement.

22 1.15 “Motion for Preliminary Approval of Settlement” means the motion to  
23 be filed by Plaintiffs seeking Preliminary Approval of this Agreement.

24 1.16 “Notice and Administration Expenses” means all costs and expenses  
25 incurred by the Settlement Administrator, including all notice expenses, the cost of  
26 administering the Notice Program and the costs of processing all payments to  
27 Settlement Class Members. Absent Court approval, the Notice and Administration  
28 Expenses shall not exceed \$75,000.

1.17 “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 thirty (30) business days after the entry by the  
Court of the Preliminary Approval Order.

1 1.18 “Notice Program” means the program implemented by the Settlement  
2 Administrator for the dissemination of Class Notice as described in Section 4.2  
3 below.

4 1.19 “Objection Date” means the date by which Settlement Class Members  
5 must file and serve objections to the settlement, which shall be sixty (60) calendar  
6 days after the Notice Date.

7 1.20 “Opt Out Date” means the postmark date by which a Request for  
8 Exclusion must be submitted to the Settlement Administrator in order for a  
9 Settlement Class Member to be excluded from the Settlement Class, and shall be  
10 sixty (60) calendar days after the Notice Date.

11 1.21 “Parties” means Named Plaintiffs, the Settlement Class, and  
12 Defendants.

13 1.22 “Plaintiffs” or “Named Plaintiffs” means plaintiffs Amy Fearn as  
14 successor-in-interest to the Estate of Edith Zack and Helen Ganz as successor-in-  
15 interest to the Estate of Elise Ganz.

16 1.23 “Preliminary Approval Order” means the order preliminarily  
17 approving this Settlement, conditionally certifying the Settlement Class for  
18 settlement purposes only, approving the Notice Program and Class Notice, setting  
19 the Opt Out Date, Objection Date and Notice Date, and setting the date of the Final  
20 Approval Hearing, in the form of order approved and signed by the Court.

21 1.24 “Released Claims” means any and all actions, claims, demands, rights,  
22 suits, and causes of action of whatever kind or nature whatsoever that the Releasing  
23 Parties ever had, now have or hereafter can, shall, or may have against the Released  
24 Parties, including without limitation any and all damages, loss, costs, expenses,  
25 penalties, attorneys’ fees and expert fees, and interest, whether known or unknown,  
26 suspected or unsuspected, asserted or unasserted, fixed or contingent, direct or  
27 indirect, whether sounding in tort or contract or any other legal theory, whether  
28 statutory, administrative, common law or otherwise, however pled, wherever  
brought and whether brought in law, equity or otherwise, arising out of or relating  
in any way or manner to the claims and allegations asserted or that could have been  
asserted in the Action based on the facts alleged in the complaints filed therein;  
provided that, the following claims are specifically excluded from this Release: (i)  
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 (ii) claims based on a breach of this Agreement or the



1 Injunction (collectively, “Excluded Claims”). Nothing in this Agreement shall  
2 preclude any person or entity from asserting any and all relevant allegations in  
3 support of any such Excluded Claim, including without limitation, allegations of  
4 understaffing or failure to provide care services at a Sunrise California Community.

5 1.25 “Releasing Party” or “Releasing Parties” means the Named Plaintiffs,  
6 the Settlement Class Members, and their respective successors, agents,  
7 representatives, estates, executors, administrators, dependents, heirs, beneficiaries,  
8 trustees and attorneys.

9 1.26 “Released Party” or “Released Parties” means (i) Sunrise Senior  
10 Living, LLC and Sunrise Senior Living Management, Inc.; (ii) any direct or indirect  
11 parents, subsidiaries, divisions, affiliates, and related entities of any of the  
12 foregoing, including all Sunrise communities in California; (iii) any predecessors,  
13 successors, or assigns of any of the foregoing (i)–(ii); and (iv) any past, present or  
14 future employees, officers, directors, affiliates, partners, joint ventures, co-  
15 venturers, licensors, licensees, principals, members, managers, managing agents,  
16 agents, attorneys, insurers, reinsurers, shareholders, trusts, trustees, representatives,  
17 administrators, fiduciaries, heirs, subrogees, and executors of any of the foregoing  
18 (i)–(iii) in his, her, or its capacity as such.

19 1.27 “Request for Exclusion” means the written communication that must  
20 be submitted to the Settlement Administrator and postmarked on or before the Opt  
21 Out Date by a Settlement Class Member who wishes to be excluded from the  
22 Settlement Class.

23 1.28 “Reserve Fund” means the Twenty-Five-Thousand Dollars (\$25,000)  
24 that the Settlement Administrator shall hold in the Settlement Fund to pay late-  
25 submitted Distribution Requests. Any moneys left in the Reserve Fund that is not  
26 paid to Settlement Class Members shall be paid to Groceries for Seniors, or other  
27 appropriate cy pres recipient, qualified under IRC § 501(c)(3), agreed to by the  
28 Parties and approved by the Court.

1.29 “Settlement Administrator” or “Administrator” means CPT Group,  
Inc., subject to Court approval.

1.30 “Settlement Award” means the cash settlement payment to be made by  
the Settlement Administrator to Settlement Class Members.

1.31 “Settlement Class” means all persons who resided at one of the Sunrise  
California Communities at any time during the Settlement Class Period who  
contracted with and paid money to Sunrise pursuant to a residency agreement, and

1 whose claims are not subject to arbitration because: (1) neither the Resident nor  
2 Resident’s Responsible Party (as defined in the residency agreement) agreed to or  
3 accepted an arbitration provision in writing; or (2) if arbitration was initially  
4 accepted, the Resident or Resident’s Responsible Party provided written notice of  
withdrawal within the 30-day period prescribed in the residency agreement.

5 Excluded from the Settlement Class are (i) Sunrise and any Sunrise officers,  
6 director, or employee; (ii) any Settlement Class Member (or their legal successors)  
7 who submits a valid and timely Request for Exclusion; and (iii) the judge to whom  
this Action is assigned and any members of such judge’s immediate family.

8 Class Counsel represent that, as of March 28, 2024, they have no current  
9 clients who seek to assert claims against Sunrise. Nothing stated herein is intended  
10 or shall be construed as an agreement not to represent any client in any matter.

11 1.32 “Settlement Class Period” is from June 27, 2013 through and including  
12 three (3) business days prior to the Class Notice Date; provided that, the Settlement  
13 Class Period commences on the following dates for residents of these  
14 Communities: Sunrise of San Rafael (September 29, 2016), Sunrise of Cupertino  
(October 1, 2023), and Sunrise of Orange (April 27, 2023).

15 1.33 “Settlement Class Member” means any person falling within the  
16 description of the Settlement Class who does not timely opt out of the Settlement  
Class.

17 1.34 “Settlement Class Member Information” means and includes all of the  
18 following information within Sunrise’s possession, custody or control after a  
19 reasonably diligent search: (a) the names of all Settlement Class Members; (b)  
20 names of Resident’s Responsible Party for any Settlement Class Member; (c) to the  
21 extent (b) is unavailable, the names of another family member, representative or  
22 contact person for any Settlement Class Member; and (d) the mailing address, e-  
mail address or other contact information for all Settlement Class Members and the  
persons identified pursuant to subsections (b) or (c) above.

23 1.35 “Settlement Payment” means the Eighteen Million Two-Hundred-  
24 Thousand Dollars (\$18,200,000) that Sunrise shall pay to the Settlement Fund  
described in Section 7.2 below.

25 1.36 “Settlement Website” means the Internet website to be established for  
26 this settlement by the Settlement Administrator to provide information to the public  
27 and the Settlement Class about this Agreement.

1           1.37 “Sunrise California Communities” means the following Sunrise  
2 assisted living facilities: Sunrise at Alta Loma, Sunrise at Belmont, Sunrise at  
3 Beverly Hills, Sunrise at Bonita, Sunrise at Burlingame, Sunrise at Canyon Crest,  
4 Sunrise at Carmichael, Sunrise at Claremont, Sunrise of Cupertino, Sunrise at  
5 Danville, Sunrise at Fair Oaks, Sunrise at Fresno, Sunrise at Fullerton, Sunrise at  
6 Hermosa Beach, Sunrise at Huntington Beach, Sunrise at La Costa, Sunrise at La  
7 Jolla, Sunrise at La Palma, Sunrise at Mission Viejo, Sunrise at Monterey, Sunrise  
8 at Oakland Hills, Sunrise of Orange, Sunrise at Palo Alto, Sunrise at Palos Verdes,  
9 Sunrise at Petaluma, Sunrise at Playa Vista, Sunrise at Pleasanton, Sunrise at  
10 Rocklin, Sunrise at Sacramento, Sunrise at Sabre Springs, Sunrise at San Marino,  
11 Sunrise at San Mateo, Sunrise at Santa Monica, Sunrise at San Rafael, Sunrise at  
12 Seal Beach, Sunrise at Sterling Canyon, Sunrise at Studio City, Sunrise at  
13 Sunnyvale, Sunrise at Tustin, Sunrise at Walnut Creek, Sunrise at West Hills,  
14 Sunrise at Westlake Village, Sunrise at Wood Ranch, Sunrise at Woodland Hills,  
15 and Sunrise at Yorba Linda.

## 12           **2.       PRELIMINARY APPROVAL OF SETTLEMENT**

13           2.1 As soon as practicable after the signing of this Agreement, Plaintiffs  
14 shall move the Court for an order: (a) preliminarily approving this Agreement as  
15 fair, reasonable and adequate; (b) conditionally certifying the Settlement Class for  
16 settlement purposes; (c) approving the form, manner, and content of the Class  
17 Notice; (d) setting the date and time of the Final Approval Hearing; (e) appointing  
18 Named Plaintiffs as representatives of the Settlement Class for settlement purposes  
19 only; and (f) appointing Class Counsel for settlement purposes only. Defendants  
20 shall cooperate with Plaintiffs to obtain the Preliminary Approval Order consistent  
21 with the terms herein.

22           2.2 For purposes of this Agreement, Sunrise shall not oppose certification  
23 of the Settlement Class. However, in doing so, Defendants do not admit, concede,  
24 or posit that a class can be certified pursuant to Rule 23 of the Federal Rules of  
25 Civil Procedure outside of this Settlement and the precise terms stated herein.  
26 Sunrise has denied and continues to deny that a class can be certified outside of this  
27 Settlement and the precise terms stated herein. Sunrise has always maintained, and  
28 continues to maintain, that a class cannot be certified outside of this Settlement and  
the precise terms stated herein. Should the Court fail to approve this Settlement,  
either in its preliminary or final assessment of the Settlement, Sunrise maintains  
that a class cannot be certified.

1       **3.     SETTLEMENT ADMINISTRATOR**

2             3.1     In addition to any tasks and responsibilities ordered by the Court, the  
3 Settlement Administrator shall be authorized to undertake various administrative  
4 tasks, including, without limitation: (1) mailing or arranging for the mailing, e-  
5 mailing or other distribution of the Court-approved notice to Settlement Class  
6 Members, (2) handling returned mail and e-mail not delivered to Settlement Class  
7 Members, (3) attempting to obtain updated address information for Settlement  
8 Class Members by all reasonable means, including running change of address, skip  
9 traces or other procedures on the Settlement Class Member Information List  
10 provided by Defendants, and any notices returned without a forwarding address or  
11 an expired forwarding address, (4) making any additional mailings required under  
12 the terms of this Agreement, (5) answering written inquiries from Settlement Class  
13 Members and/or forwarding such inquiries to Class Counsel or their designee, (6)  
14 receiving and maintaining on behalf of the Court and the Parties any Settlement  
15 Class Member correspondence regarding Requests for Exclusion to the settlement,  
16 (7) establishing the Settlement Website that posts notices, distribution request  
17 forms and other related documents, (8) establishing a toll-telephone number that  
18 will provide settlement-related information to Settlement Class Members, (9)  
19 receiving and processing payment requests and distributing payments to Settlement  
20 Class Members, (10) receiving/forwarding opt outs and objections, and (11)  
21 otherwise assisting with administration of the Agreement.

22             3.2     The Notice and Administration Expenses and any additional Court-  
23 approved costs or expenses incurred by the Settlement Administrator shall be paid  
24 from the Settlement Fund. Unused Notice and Administration Expenses shall be  
25 paid to the Reserve Fund, distributed in accordance with sections 7.8 and 7.9  
26 below, and shall not revert to Sunrise.

27       **4.     NOTICE TO THE SETTLEMENT CLASS**

28             4.1     No later than fourteen (14) days after the execution of this Agreement,  
Sunrise shall furnish the Settlement Administrator with the full portions of the  
Settlement Class Member Information List that Sunrise has compiled by that date.  
No later than twenty-one (21) days after the entry by the Court of the Preliminary  
Approval Order, Sunrise shall furnish the Settlement Administrator with all  
remaining portions of the Settlement Class Member Information List.

              4.2     No later than thirty (30) business days after the entry by the Court of  
the Preliminary Approval Order, the Settlement Administrator shall substantially

1 complete the dissemination of Class Notice to potential Settlement Class Members,  
2 in accordance with the following “Notice Program”:

3 4.2.1 Mail Notice by first class U.S. Mail to the last known addresses  
4 of the Settlement Class Member, and their family members or legal  
5 representatives, as provided by Defendants in the Settlement Class Member  
6 Information List. Returned mail shall be re-sent after a skip trace is  
7 performed.

8 4.2.2 E-mail Notice to the last known e-mail addresses of the  
9 Settlement Class Member, and their family members or legal representatives,  
10 as provided by Defendants in the Settlement Class Member Information List.

11 4.2.3 Publication of the summary version of the Notice as approved  
12 by the Court, through a single publication in the USA Today (California  
13 weekday edition).

14 4.2.4. Posting of the Notice: No later than ten (10) business days from  
15 entry of the Preliminary Approval Order, the Settlement Administrator will  
16 post the Notice on the Settlement Website. The Notice shall remain available  
17 by these means until the Effective Date. The Notice may also be posted on  
18 the websites of Class Counsel at their option.

19 4.3 Five (5) days prior to the Final Approval Hearing, the Settlement  
20 Administrator shall provide the Court with an affidavit attesting that Notice was  
21 disseminated pursuant to the Notice Program.

22 4.4 Within ten (10) business days following the filing of the Motion for  
23 Preliminary Approval, Sunrise shall serve the CAFA Notice upon the California  
24 Office of the Attorney General and the federal Office of the Attorney General. The  
25 CAFA Notice shall provide notice of the proposed Settlement in compliance with  
26 the requirements of the federal Class Action Fairness Act, 28 U.S.C. § 1711 et seq.

## 27 **5. OBJECTIONS/REQUESTS FOR EXCLUSION**

28 Objections.

5.1 Any Settlement Class Member who intends to object to the fairness of  
the Settlement Agreement must do so in writing no later than the Objection Date.  
The written objection and notice of objection must be filed with the Clerk of the  
Court and served on Class Counsel and Sunrise’s Counsel by no later than the

1 Objection Date. The written objection must include: (a) a heading which refers to  
2 the Action; (b) the objector's name, address, telephone number and, if represented  
3 by counsel, of his/her counsel; (c) a statement that the objector resided at or signed  
4 a contract with Sunrise (or a predecessor of Sunrise) during the Class Period; (d)  
5 the Sunrise California Community at which they resided, or that the objector is the  
6 authorized representative or legal successor to such a person; (e) a statement  
7 whether the objector intends to appear at the Final Approval Hearing, either in  
8 person or through counsel; (f) a clear and concise statement of the objection to the  
9 Settlement and this Settlement Agreement, including all factual and/or legal  
10 grounds supporting the objection; (g) copies of any papers, briefs, or other  
11 documents upon which the objection is based; and (h) the objector's signature  
12 under penalty of perjury.

13  
14 5.2 Absent good cause found by the Court, any Settlement Class Member  
15 who fails to make a timely written objection in the time and manner specified above  
16 shall be deemed to have waived any objections and shall be foreclosed from making  
17 any objection (whether by objection, appeal or otherwise) to the Settlement and this  
18 Agreement.

19  
20 5.3 Any Settlement Class Member who has objected per Section 5.1 above  
21 may appear at the Final Approval Hearing, either in person or through counsel hired  
22 at the Settlement Class Member's sole expense, to object to any aspect of the  
23 fairness, reasonableness, or adequacy of this Agreement, including attorneys' fees.

24  
25 5.4 The Settlement Administrator shall provide Class Counsel and  
26 Defendants' Counsel with a copy of all written objections on a rolling basis upon  
27 receipt and a final list of all written objections within five (5) business days after  
28 the Opt Out Date. Class Counsel shall file a single packet of all objections with the  
Court with the Motion for Final Approval.

5.5 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.

#### Requests for Exclusion.

5.6 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



1 United States mail a written Request for Exclusion that is post-marked no later than  
2 the Opt Out Date. The Request for Exclusion must be personally signed by the  
3 Settlement Class Member or their legal representative requesting exclusion and  
4 must contain the following information: (a) the Settlement Class Member's name,  
5 current address and telephone number; and (b) a statement that indicates a desire to  
6 be excluded from the Settlement Class. Any Request for Exclusion postmarked  
7 after the Opt Out Date shall not be valid.

8  
9 5.7 Any Settlement Class Member who does not make a timely written  
10 Request for Exclusion shall be bound by all subsequent proceedings, orders and the  
11 Final Approval Order, even if he or she has pending, or subsequently initiates,  
12 litigation, arbitration or any other proceeding against any Released Party relating to  
13 the Released Claims.

14 5.8 Any Settlement Class Member who properly requests to be excluded  
15 from the Settlement Class shall not: (a) be bound by any orders or judgments  
16 entered in the Action relating to the Agreement; (b) be entitled to an Award from  
17 the Settlement Fund, or be affected by, the Agreement; (c) gain any rights by virtue  
18 of the Agreement; or (d) be entitled to object to any aspect of the Agreement.

19 5.9 The Settlement Administrator shall provide Class Counsel and  
20 Sunrise's Counsel with copies of all Requests for Exclusion upon receipt on a  
21 rolling basis and a final list of names for all timely Requests for Exclusion within  
22 five (5) business days after the Opt Out Date. The names for all timely Requests  
23 for Exclusion will be deemed confidential under the Protective Orders and shall not  
24 be made publicly available. In addition to its affidavit to the Court attesting that  
25 Notice was disseminated pursuant to the Notice Program, the Settlement  
26 Administrator shall also include in its affidavit the final number of all timely  
27 Requests for Exclusion five (5) business days prior to the Final Approval Hearing.

28 5.10 Notwithstanding any other provisions of this Stipulation of Settlement,  
Sunrise may unilaterally withdraw from and terminate this Stipulation of Settlement  
if the total number of Class Members who submit timely Requests for Exclusion  
exceeds ten percent (10%) of the Settlement Class. In the event Sunrise exercises  
that option, the Stipulation of Settlement shall be of no force or effect whatsoever,  
all obligations hereunder shall be null and void, the Settlement Fund shall revert to  
Sunrise and its insurers pursuant to Section 12.2, and the Parties shall otherwise be  
restored to their respective positions as if this settlement had never existed.

1       **6. COURT APPROVAL OF SETTLEMENT**

2           6.1 This Agreement is subject to and conditioned upon the issuance by the  
3 Court of the Final Approval Order.

4           6.2 The Parties agree that the Court shall retain exclusive and continuing  
5 jurisdiction over the Action, all Parties, the claims administration process, including  
6 without limitation the Injunction (subject to Sunrise’s reservation of rights in the  
7 Injunction to argue that the Court shall abstain in favor of the authority of  
8 appropriate regulators, including the California Department of Social Services  
9 (“CDSS”)), and the Settlement Class Members, to interpret and enforce the  
10 Agreement’s terms, conditions, and obligations.

11       **7. SETTLEMENT RELIEF**

12           Injunction.

13           7.1 As an integral part of the consideration provided under this  
14 Agreement, Sunrise stipulates to entry of the Court-approved injunction in the form  
15 attached as Exhibit 1 to this Agreement (“Injunction”). For purposes of Plaintiffs’  
16 determination of the economic valuation of the Injunction only, Sunrise represents  
17 that: (a) approximately 1150 persons reside in the sixteen (16) Sunrise California  
18 Communities listed in the Injunction; and (b) approximately twenty (20) percent of  
19 those residents fall within the definition of the Settlement Class.

20           Settlement Fund.

21           7.2 On or before twenty-one (21) calendar days after the Final Approval  
22 Order, Sunrise shall make the Settlement Payment (\$18,200,000) into the  
23 Settlement Fund to be administered and distributed by the Settlement  
24 Administrator. The Settlement Payment shall cover all of Sunrise’s monetary  
25 obligations under the Settlement, exclusive of Sunrise’s costs to comply with the  
26 Injunction. The Settlement Fund shall be maintained in an interest-bearing, secure  
27 account established by the Settlement Administrator that, to the extent feasible,  
28 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 for the  
Settlement Fund, the Fees and Expenses Award, Service Awards and the Reserve  
Fund, shall be the “Net Settlement Fund.”



1  
2       7.4    The Net Settlement Fund shall be distributed through Settlement  
3 Award checks made payable to all Settlement Class Members (or their authorized  
4 representatives or legal successors) for whom a valid mailing address has been  
5 confirmed by the Settlement Administrator.

6       7.5    Any Settlement Class Member (or the authorized representative or  
7 legal successor of a Settlement Class Member) that submits a timely Distribution  
8 Request to the Settlement Administrator, and who has not had a Settlement Award  
9 check already distributed to the Settlement Class Member, shall likewise be mailed  
10 a Settlement Award check upon appropriate verification by the Settlement  
11 Administrator.

12       7.6    Subject to Court approval, the amount of the Settlement Award shall  
13 be calculated by dividing the Net Settlement Fund by the total number of  
14 Settlement Class Members. For illustration purposes only, if the Net Settlement  
15 Fund is \$5 million and the total number of Settlement Class Members is 3500, then  
16 the amount of the Settlement Award would be approximately \$1428, distributed on  
17 a pro rata basis to all Settlement Class Members (or their legal successors).

18       7.7    The Settlement Administrator shall mail the Settlement Award checks  
19 to the Settlement Class Members (or their legal successors) following the Effective  
20 Date, but not later than thirty (30) calendar days after the Effective Date. The  
21 Settlement Payments checks shall allow for a check cashing period of one-hundred-  
22 twenty (120) calendar days.

23       7.8    The Settlement Administrator shall have the discretion to issue  
24 Settlement Award checks in response to Distribution Requests submitted after the  
25 Distribution Deadline, provided the Settlement Administrator in its discretion  
26 determines such payments can be paid from the Reserve Fund.

27       7.9    Except as stated in Sections 5.10 and 12.2, there shall be no reversion  
28 to Sunrise of any portion of the Settlement Payment, the Settlement Fund, Reserve  
Fund, uncashed Settlement Awards, or any interest earned on any such funds. If the  
amount of uncashed Settlement Awards, or monies left in the Reserve Fund (after  
all Settlement Awards have been paid), are sufficient to make another distribution  
economically practical, the remaining monies shall be paid to the Settlement Class  
Members who cashed their initial Settlement Award 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 of monies left in the Reserve Fund is not economically

1 feasible, subject to Court approval, the remaining balance shall be distributed  
2 through cy pres payment to Groceries for Seniors, or other appropriate cy pres  
3 recipient qualified under IRC § 501(c)(3), agreed to by the Parties and approved by  
4 the Court.

## 5 **8. RELEASES**

6 8.1 Upon the Effective Date, and subject to fulfillment of all of the terms  
7 of this Agreement, each and every Releasing Party shall be deemed to have released  
8 and forever discharged each Released Party of and from any and all liability for any  
9 and all Released Claims, through the date of the Final Approval Order.

10 8.2 On the Effective Date, the Released Parties shall be deemed to have  
11 released and forever discharged Named Plaintiffs, all Settlement Class Members  
12 and Class Counsel, from any and all claims arising out of or relating to the  
13 institution, prosecution and resolution of the Action, through the date of the Final  
14 Approval Order.

15 8.3 Upon the Effective Date without further action, for good and valuable  
16 consideration, with respect to all claims released herein, the Named Plaintiffs and  
17 all Released Parties expressly waive and relinquish any and all provisions, rights,  
18 and benefits of Section 1542 of the California Civil Code, which provides:

19 **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT**  
20 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**  
21 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**  
22 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER,**  
23 **WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT**  
24 **WITH THE DEBTOR OR RELEASED PARTY.”**

## 25 **9. FEES AND EXPENSES AWARD; SERVICE AWARDS**

26 9.1 On or before thirty (30) calendar days prior to the Objection Date,  
27 Class Counsel shall make an application for a Fees and Expenses Award, with  
28 requested attorneys’ fees not to exceed \$10,900,000 and reimbursement of litigation  
expenses and costs (including experts) not to exceed \$2,000,000. The Fees and  
Expenses Award request shall be based on all applicable factors, including without  
limitation, the overall value of the settlement (including the Settlement Payment  
and Injunction) and Class Counsel’s actual lodestar fees incurred in the prosecution  
of the Action.

1  
2           9.2 The Fees and Expenses Award shall be paid from the Settlement  
3 Fund to Class Counsel within three (3) business days after the Court’s order  
4 approving the Fees and Expenses Award, or, if the order approving the Fees and  
5 Expenses occurs before the Final Approval Order, within twenty four (24) business  
6 days after the Final Approval Order. If the Fees and Expenses Award is vacated or  
7 modified pursuant to an appellate challenge of the Fees and Expenses Award, then  
8 Class Counsel shall repay the amount by which the Award has been reduced to the  
9 Settlement Fund within thirty (30) calendar days of such event.

10           9.3 In the event the Court approves the Settlement but declines to award  
11 fees and costs to Class Counsel, or awards a lesser amount of fees and costs than  
12 requested by Class Counsel, the Settlement shall nevertheless be valid and binding  
13 on the Parties. If the Court awards less than the amount of the requested Fees and  
14 Expenses Award, the Net Settlement Fund shall be increased by the non-approved  
15 amount.

16           9.4 On or before fifteen (15) calendar days prior to the Objection Date,  
17 Class Counsel shall make an application for Named Plaintiffs’ service awards in an  
18 amount not to exceed Fifteen-Thousand Dollars (\$15,000) to each Class  
19 Representative (the “Service Awards”). The Service Awards awarded by the Court  
20 shall be paid from the Settlement Fund to Named Plaintiffs within five (5) calendar  
21 days after the Effective Date. In the event the Court approves the Settlement but  
22 declines to award the Service Payment to Named Plaintiffs or awards a lesser  
23 amount than what is requested, the Settlement shall nevertheless be binding on the  
24 Parties. If the Court awards less than the amount of Service Awards requested, the  
25 Net Settlement Fund shall be increased by the non-approved amount.

## 26 **10. REPRESENTATIONS AND WARRANTIES**

27           10.1 Sunrise represents and warrants: (1) that it has the requisite corporate  
28 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 Sunrise; and (3) that the Agreement has been duly and validly executed  
and delivered by Sunrise and constitutes its legal, valid and binding obligation.

          10.2 Named Plaintiffs represent and warrant that they are entering into the  
Agreement on behalf of themselves individually, as the legal representative of or  
successor to a Settlement Class Member, and as proposed representatives of the

1 Settlement Class, of their own free will and without the receipt of any consideration  
2 other than what is provided in the Agreement or disclosed to, and authorized by, the  
3 Court. Named Plaintiffs represent and warrant they have legal authority to release  
4 Released Claims on behalf of themselves and the Settlement Class Members.  
5 Named Plaintiffs represent and warrant that they have reviewed the terms of the  
6 Agreement in consultation with Class Counsel. Class Counsel represent and  
7 warrant that they are fully authorized to execute the Agreement on behalf of Named  
8 Plaintiffs.

9  
10 10.3 The Parties represent and warrant that no promise, inducement or  
11 consideration for the Agreement has been made, except those set forth herein.

## 12 **11. NO ADMISSIONS OF FAULT**

13 11.1 The Agreement and every stipulation and term contained in it is  
14 conditioned upon final approval of the Court and is made for settlement purposes  
15 only. Whether or not consummated, neither this Agreement nor any documents  
16 filed in connection with the approval of this Settlement shall be: (a) construed as,  
17 offered in evidence as, received in evidence as, and/or deemed to be, evidence of a  
18 presumption, concession or an admission by any Party of the truth of any fact  
19 alleged or the validity of any claim or defense that has been, could have been, or in  
20 the future might be asserted in any litigation or the deficiency of any claim or  
21 defense that has been, could have been, or in the future might be asserted in any  
22 litigation, or of any liability, fault, wrongdoing or otherwise of such Party; or (b)  
23 construed as, offered in evidence as, received in evidence as, and/or deemed to be,  
24 evidence of a presumption, concession or an admission of any liability, fault or  
25 wrongdoing, or in any way referred to for any other reason, by Named Plaintiffs,  
26 Sunrise, any Releasing Party or Released Party, in the Action or in any other civil,  
27 criminal or administrative claim, action, or proceeding, other than such proceedings  
28 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, to support or  
defend this Agreement in an appeal from an order granting or denying final  
approval, or in any claim or action asserted by Sunrise against its insurance carriers.

## 12 **12. TERMINATION**

12.1 Except as provided in Section 12.2 below, the Named Plaintiffs or  
Sunrise may terminate this Agreement by providing written notice to the other

1 Parties hereto within ten (10) calendar days of any of the following events: (a) the  
2 Court does not enter a Preliminary Approval Order; or (b) the Court does not enter  
3 a Final Approval Order, or if entered, such Final Approval Order is reversed,  
4 vacated, or modified in any material respect by another court, except as provided  
for herein.

5 12.2 In the event that this Agreement terminates for any reason, all Parties  
6 shall be restored to their respective positions as of immediately prior to the date of  
7 execution of this Agreement, and shall proceed in all respects as if this Agreement  
8 and any related Court orders had not been made or entered. If such termination  
9 occurs after the Settlement Payment has been made, upon termination, the full  
10 Settlement Fund (including accrued interest) shall be refunded to Sunrise less the  
amount of Notice and Administration Expenses actually incurred by the Settlement  
Administrator prior to termination.

### 11 **13. MISCELLANEOUS PROVISIONS**

12 13.1 Integration. The Agreement, including all Exhibits hereto, shall  
13 constitute the entire Agreement among the Parties with regard to the Agreement  
14 and shall supersede any previous agreements, representations, communications, and  
15 understandings among the Parties with respect to the subject matter of the  
16 Agreement. The Agreement may not be changed, modified, or amended except in  
17 writing signed by one of Class Counsel and one of Sunrise's Counsel and, if  
required, approved by the Court.

18 13.2 Governing Law. This Agreement is made and entered into in the State  
19 of California and shall in all respects be interpreted, enforced and governed by and  
20 under the laws of the State of California, without reference to its choice of law  
21 rules. Any action to enforce the provisions of this Agreement shall be commenced  
in the United States District Court, Central District of California.

22 13.3 Execution in Counterparts. The Agreement may be executed by the  
23 Parties in one or more counterparts, each of which shall be deemed an original but  
24 all of which together shall constitute one and the same instrument. Facsimile  
25 signatures, signatures scanned to PDF and sent by e-mail, or DocuSign signatures  
shall be treated as original signatures and shall be binding.

26 13.4 Notices. Whenever this Agreement requires or contemplates that one  
27 Party shall or may give notice to the other, notice shall be provided in writing by  
28 first class US Mail and e-mail to:

1 If to Plaintiffs or Class Counsel:

2 Kathryn A. Stebner  
3 STEBNER GERTLER GUADAGNI & KAWAMOTO  
4 870 Market Street, Suite 1212  
5 San Francisco, CA 94102  
6 Telephone: (415) 362-9800  
7 Facsimile: (415) 362-9801  
8 [kathryn@sggklaw.com](mailto:kathryn@sggklaw.com)

9 Guy B. Wallace  
10 SCHNEIDER WALLACE COTTRELL KONECKY, LLP  
11 2000 Powell Street, Suite 1400  
12 Emeryville, CA 94608  
13 Telephone: (415) 421-7100  
14 Facsimile: (415) 421-7105  
15 [gwallace@schneiderwallace.com](mailto:gwallace@schneiderwallace.com)

16 If to Sunrise or Sunrise's Counsel:

17 Joseph Gorman  
18 GIBSON, DUNN & CRUTCHER LLP  
19 3161 Michelson Drive  
20 Irvine, CA 92612  
21 Telephone: (949) 451-3800  
22 Facsimile: (949) 451-4220  
23 [jgorman@gibsondunn.com](mailto:jgorman@gibsondunn.com)

24 Jason C. Schwartz  
25 GIBSON, DUNN & CRUTCHER LLP  
26 1050 Connecticut Avenue, N.W.  
27 Washington, DC, 20036-5306  
28 Telephone: (202) 955-8500  
Facsimile: (202) 467-0539  
[jschwartz@gibsondunn.com](mailto:jschwartz@gibsondunn.com)

13.5 Stay of Proceedings. Upon the execution of this Agreement, the Parties shall request that the Court order that 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.



1  
2 13.6 Good Faith. The Parties agree that they will act in good faith and will  
3 not engage in any conduct that will or may frustrate the purpose of this Agreement.  
4 Without limitation, the Parties and their counsel agree that they will make no  
5 statements to the media (including blogs) regarding this settlement or the case,  
6 pending the Final Approval Order.

7  
8 13.7 Protective Orders: All orders, agreements and designations regarding  
9 the confidentiality of documents and information (“Protective Orders”) remain in  
10 effect, and all Parties and counsel remain bound to comply with the Protective  
11 Orders, including the provisions to certify the destruction of documents deemed  
12 Confidential under the Protective Orders. Any non-public information regarding  
13 this Agreement, and all materials generated, distributed and executed pursuant to  
14 this Agreement, including, but not limited to any data produced in conjunction with  
15 this Agreement, are “Confidential Settlement Information,” which shall be kept  
16 confidential by all Parties. The Parties shall maintain Confidential Settlement  
17 Information in confidence, except as may be expressly required: (1) by law or  
18 regulation, (2) by order of a court of competent jurisdiction, (3) by the written  
19 agreement of the Parties, (4) by Sunrise’s need to disclose information regarding  
20 the Agreement to those institutionally associated with Sunrise who reasonably need  
21 to know such information as part of normal business operations, (6) by Sunrise in  
22 response to any Released Claims filed or threatened by any Releasing Parties, (7)  
23 by Sunrise to its indemnitors, or (8) as may be expressly permitted pursuant to the  
24 terms of this Agreement.

25  
26 13.8 Binding on Successors. This Agreement shall inure to the benefit of  
27 and be binding upon the respective agents, assigns, administrators, employees,  
28 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.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

13.11 Waiver. The waiver by any 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 Severability. Should any court declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and the illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

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

13.14 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. Defendants and Released Parties are in no way liable or responsible for any taxes. Class Counsel, Named Plaintiffs, 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.

13.15 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:

SUNRISE SENIOR LIVING LLP

By: 

Its: Sara Sakagami  
Vice President, Associate General Counsel  
Authorized Signatory by Delegation

DATED:



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUNRISE SENIOR MANAGEMENT INC

By:  \_\_\_\_\_

Its: Sara Sakagami  
Vice President, Associate General Counsel  
Authorized Signatory by Delegation

DATED:

By: \_\_\_\_\_

AMY FEARN  
Successor-In-Interest for the Estate of  
EDITH ZACK

DATED:


By: \_\_\_\_\_

HELEN GANZ  
Successor-In-Interest for the Estate of  
HELEN GANZ

APPROVED AS TO FORM

DATED: April 15, 2024

STEBNER GERTLER GUADAGNI &  
KAWAMOTO

By:  \_\_\_\_\_

KATHRYN STEBNER  
Attorney for Plaintiffs

DATED:

GIBSON, DUNN & CRUTCHER LLP

By: \_\_\_\_\_

JASON SCHWARTZ  
Attorney for Defendants

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUNRISE SENIOR MANAGEMENT INC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED: April 11, 2024

DocuSigned by:  
  
By: \_\_\_\_\_  
00A84B332C104BF...  
AMY FEARN  
Successor-In-Interest for the Estate of  
EDITH ZACK

DATED:

By: \_\_\_\_\_  
ELISE GANZ  
Successor-In-Interest for the Estate of  
HELEN GANZ

APPROVED AS TO FORM

DATED:

STEBNER GERTLER GUADAGNI &  
KAWAMOTO

By: \_\_\_\_\_  
KATHRYN STEBNER  
Attorney for Plaintiffs

DATED:

GIBSON, DUNN & CRUTCHER LLP

By: \_\_\_\_\_  
JASON SCHWARTZ  
Attorney for Defendants

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUNRISE SENIOR MANAGEMENT INC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

DATED:

By: \_\_\_\_\_  
AMY FEARN  
Successor-In-Interest for the Estate of  
EDITH ZACK

DATED: 4/10/2024

DocuSigned by:  
By: *Elise Ganz*  
63DF87C106E74B0...  
ELISE GANZ  
Successor-In-Interest for the Estate of  
HELEN GANZ

APPROVED AS TO FORM

DATED:

STEBNER GERTLER GUADAGNI &  
KAWAMOTO

By: \_\_\_\_\_  
KATHRYN STEBNER  
Attorney for Plaintiffs

DATED:

GIBSON, DUNN & CRUTCHER LLP

By: \_\_\_\_\_  
JASON SCHWARTZ  
Attorney for Defendants

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

SUNRISE SENIOR MANAGEMENT INC

By: \_\_\_\_\_  
Its:

DATED:

By: \_\_\_\_\_  
AMY FEARN  
Successor-In-Interest for the Estate of  
EDITH ZACK

DATED:

By: \_\_\_\_\_  
HELEN GANZ  
Successor-In-Interest for the Estate of  
HELEN GANZ

APPROVED AS TO FORM

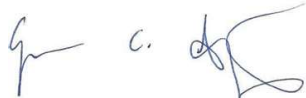
DATED: April 15, 2024

STEBNER GERTLER GUADAGNI &  
KAWAMOTO

By:  \_\_\_\_\_  
KATHRYN STEBNER  
Attorney for Plaintiffs

DATED: April 16, 2024

GIBSON, DUNN & CRUTCHER LLP

By:  \_\_\_\_\_  
JASON SCHWARTZ  
Attorney for Defendants

# EXHIBIT 1 (INJUNCTION)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Audrey Heredia as successor-in-interest to the Estate of Carlos Heredia; Amy Fearn as successor-in-interest to the Estate of Edith Zack; and Helen Ganz, by and through her Guardian ad Litem, Elise Ganz; on their own behalves and on behalf of others similarly situated,

Plaintiffs,

vs.

Sunrise Senior Living, LLC; Sunrise Senior Living Management, Inc.; and Does 2 - 100,

Defendants.

CASE NO. 8:18-cv-01974-JLS-JDE

**STIPULATED INJUNCTION AND ORDER**

1 This injunction (“Injunction”) is entered into and shall be enforceable against  
2 Sunrise Senior Living, LLC and Sunrise Senior Living Management, Inc.  
3 (collectively “Sunrise”).

4 As referenced herein, the term “Community” and “Communities” means the  
5 following residential care facilities for the elderly (RCFEs) that are owned, operated  
6 or managed by Sunrise: Sunrise of Beverly Hills, Sunrise at Canyon Crest, Sunrise  
7 of Carmichael, Sunrise of Cupertino, Sunrise of Danville, Sunrise of Fair Oaks,  
8 Sunrise of Hermosa Beach, Sunrise at La Costa, Sunrise of Mission Viejo, Sunrise  
9 of Orange, Sunrise of Rocklin, Sunrise of San Mateo, Sunrise at Sterling Canyon,  
10 Sunrise of Sunnyvale, Sunrise of Westlake Village, and Sunrise of Yorba Linda.

11 This Court has jurisdiction over the Parties and the claims asserted by the  
12 Class Plaintiffs in this action. Within sixty (60) days of the date the Court grants  
13 final approval of the Parties’ settlement in this action (herein “Effective Date”),  
14 Sunrise shall implement the following injunctive relief:

15 **DISCLOSURE REQUIREMENTS**

16 1. Sunrise shall instruct all sales personnel and Executive Directors of the  
17 Communities to refrain from making any oral or written statements to current or  
18 prospective residents (and if applicable, family members or representatives of  
19 current or prospective residents) that: (a) resident assessments are the only factor  
20 used to determine, set or monitor staffing levels at Sunrise communities; and (b)  
21 Sunrise adjusts staffing at its Communities whenever a new resident is admitted or  
22 an existing resident’s needs change.

23 2. Subject to any required regulatory approval, Sunrise shall ensure that  
24 all new Residency Agreements at its Communities entered into after the Effective  
25 Date contain disclosures substantially in the form as follows: “The resident  
26 assessments referenced in the Residency Agreement, including those conducted at  
27 the time of admission and thereafter during a resident’s stay, are considered by  
28 Sunrise in determining and setting staffing levels at the Communities. Sunrise does

1 not guarantee that it will adjust staffing levels whenever a new resident is admitted  
2 or an existing resident's needs change. Sunrise does not guarantee that any resident  
3 will receive a specific number of minutes or amount of care on any given day or  
4 time period.”

5 3. Sunrise shall ensure that the above-referenced disclosure is also  
6 contained on its website and marketing materials that discuss resident assessments  
7 and are made available to the general public in California after the Effective Date.

8 4. Upon inclusion of the language referenced in Paragraphs 2 and 3  
9 above, Sunrise shall provide Class Counsel with copies of the revised Residency  
10 Agreement and marketing materials.

11 **STAFFING REQUIREMENTS**

12 5. Not later than the Effective Date, Sunrise shall ensure that the  
13 Communities continue to comply with the following regulations:

14 a. 22 CCR § 87411(a) (“Facility personnel shall at all times be sufficient in  
15 numbers, and competent to provide the services necessary to meet resident needs.”)

16 b. 22 CCR § 87608(a) (“Based on the individual’s preadmission appraisal,  
17 and subsequent changes to that appraisal, the facility shall provide assistance and  
18 care for the resident in those activities of daily living which the resident is unable to  
19 do for himself/herself.”)

20 c. 22 CCR § 87705(c)(4) (“Licensees who accept and retain residents with  
21 dementia shall be responsible for ensuring ... [t]here is an adequate number of direct  
22 care staff to support each resident’s physical, social, emotional, safety and health  
23 care needs as identified in his/her current appraisal.”)

24 6. In setting staffing at the Communities, Sunrise shall consider and apply  
25 its reasonable determination of the staffing hours reasonably required to perform the  
26 care tasks needed by the residents as determined by Sunrise’s assessment  
27 procedures, the experience and/or education of the staff, the ability of staff to  
28 perform various tasks in parallel, the physical layout of the Community, and the



1 reasonable discretion of the Executive Director and/or department coordinators to  
2 ensure the appropriate amount of staff.

3 7. In setting staffing at the Communities, Sunrise shall not apply an  
4 automated “round down” that reduces the number of staffing hours that Sunrise  
5 reasonably calculates are required to provide promised services or meet residents’  
6 assessed needs.

7 **TRAINING**

8 8. For each year during the time period this Injunction is in effect, Sunrise  
9 shall provide annual training to all relevant personnel (and shall maintain records of  
10 the content and attendance for such training) on the following topics:

11 a. How to respond to and reset resident requests for assistance made through  
12 pendant/call lights (collectively “Call Light Request/Response”), including  
13 instruction to all relevant personnel on (1) responding to call lights as promptly as  
14 possible under the circumstances; and (2) resetting pendant/call lights at the  
15 resident’s location or, if required due to an emergency or other technical or  
16 legitimate reasons, resetting at a central location.

17 b. How to properly monitor the provision of resident care; and

18 c. How to appropriately staff the Community, including without limitation,  
19 how personnel should be staffed during each shift and how to respond to staff call  
20 outs or other temporary vacancies.

21 **MONITORING**

22 9. Throughout the duration of the Injunction plus an additional six  
23 months, Sunrise shall keep and maintain an electronic record of every Call Light  
24 Request/Response, which shall include the date and time of every request, the room  
25 number from which the call or request was made, and the date and time the call light  
26 was reset (herein, the “Call Light Request/Response Data”).

27 10. Sunrise shall collect the Call Light Request/Response Data daily, and  
28 shall review and analyze such data at least monthly, at each Community during the

1 term of the Injunction. If Sunrise determines that response times at any Community  
2 exceed a reasonable time, Sunrise shall promptly take reasonable good faith  
3 remedial actions, including without limitation, evaluating whether there are  
4 sufficient numbers of staff and providing additional training to Community  
5 personnel on how to improve response times.

6 11. Commencing three months after the Effective Date, and continuing  
7 every three months thereafter throughout the term of the Injunction (the “Quarterly  
8 Period”), Sunrise shall provide Class Counsel with Call Light Request/Response  
9 Data with resident-identifying information redacted (including room numbers) (the  
10 “Redacted Call Light Request/Response Data”) for Sunrise of Cupertino, Sunrise of  
11 Orange, Sunrise of Rocklin and Sunrise of Yorba Linda for six (6) weeks from each  
12 Community for the prior Quarterly Period, with the six weeks to be selected by  
13 Class Counsel and identified in writing to Sunrise’s counsel within ten (10) days  
14 prior to the end of the relevant Quarterly Period. All Redacted Call Light  
15 Request/Response Data required under this paragraph shall be provided in standard  
16 database-ready .csv or .txt file format to Class Counsel on or before close of  
17 business on the 20th day following the end of the relevant Quarterly Period.

18 12. Commencing three months after the Effective Date, and continuing  
19 every Quarterly Period, Class Counsel shall select six (6) Communities (the  
20 “Selected Communities”) for which Sunrise shall provide Redacted Call Light  
21 Request/Response Data for a 24-hour period for one day in each month of the  
22 relevant Quarterly Period, selected by Class Counsel. Within ten (10) days prior to  
23 the end of the relevant Quarterly Period, Class Counsel shall provide Sunrise the  
24 exact days in the prior Quarterly Period in the Selected Communities from which  
25 such Redacted Call Light Request/Response Data is pulled. Sunrise shall provide  
26 such Redacted Call Light Request/Response Data within twenty (20) days following  
27 the end of the relevant Quarterly Period.

28 13. Plaintiffs shall not use the Redacted Call Light Request/Response Data

1 for any purpose other than monitoring compliance with and enforcing this  
2 Injunction. Plaintiffs shall not disclose the Redacted Call Light Request/Response  
3 Data, except only for a motion to enforce this Injunction.

4 14. Sunrise shall respond to reasonable inquiries from Class Counsel  
5 regarding such Redacted Call Light Request/Response Data.

6 **OTHER PROVISIONS**

7 15. Nothing stated in this Injunction shall relieve Sunrise from complying  
8 with any other applicable federal or state law or regulation.

9 16. Should Plaintiffs assert that Sunrise has materially failed to comply  
10 with any provision of this Injunction, Plaintiffs shall notify Sunrise in writing and  
11 meet and confer in a good faith effort to resolve the dispute informally. If no  
12 resolution is reached within thirty days (30) days of the date of Plaintiffs' written  
13 notice, Plaintiffs may seek appropriate relief from the Court. In the event Plaintiffs  
14 assert violations of Paragraph 5 herein, Sunrise reserves all rights to argue that the  
15 Court should abstain in favor of the authority of appropriate regulators, including  
16 the California Department of Social Services ("CDSS"), and Plaintiffs reserve all  
17 rights to oppose Sunrise's argument.<sup>1</sup>

18 17. The District Court shall retain continuing jurisdiction over all Parties  
19 and over this action for purposes of the interpretation and enforcement of the terms  
20 of this Injunction.

21 18. The Injunction shall remain in force and effect for a period of thirty  
22 (30) months commencing on the Effective Date.

23 19. If Sunrise completely divests all ownership and operational interest in a  
24 Community during the term of the Injunction (herein, "Divested Community"),  
25 Sunrise shall have no continuing obligation under the Injunction as to that Divested  
26

---

27 <sup>1</sup> A citation issued by the CDSS does not constitute a per se violation of this  
28 Injunction.

1 Community only, but shall remain obligated as to all other Communities. The  
2 provisions of this Injunction shall not apply to the new operator and/or manager of  
3 the Divested Community.

4 20. If the care staffing requirements for RCFEs in California (including  
5 without limitation, the regulations cited in Paragraph 5 above) are modified by  
6 statute or regulation, any Party may move the Court for modification of this  
7 Injunction consistent with such new statute and/or regulation.

8

9 IT IS SO ORDERED, ADJUDGED AND DECREED.

10

11 DATED: \_\_\_\_\_, 2024 \_\_\_\_\_

12

13

US\_ACTIVE\126123611\V-2

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

**EXHIBIT 2**  
**(NOTICE – LONG FORM AND**  
**SHORT FORM, COLLECTIVELY )**

**LEGAL NOTICE REGARDING CLASS ACTION SETTLEMENT**  
**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**

**If you are a current or former resident of an assisted living or residential care facility in California operated by Sunrise Senior Living, or the responsible party for such a resident, your rights may be affected by the settlement of a class action lawsuit currently pending in Federal Court.**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.*

A class action lawsuit known as *Audrey Heredia, et al. v. Sunrise Senior Living et al.*, was filed in the United States District Court, Central District of California, (the “Court”) as Case Number 8:18-cv-01974-JLS-JDE. The lawsuit alleges that Sunrise misled consumers by failing to disclose that Sunrise does not ensure that staffing at Sunrise’s assisted living facilities in California is sufficient to provide promised services to all residents. Plaintiffs seek monetary damages for current and former residents and an order that Sunrise cease the alleged conduct. Sunrise denies all allegations and claims in the lawsuit and denies that it committed any wrongdoing, including but not limited to the allegation that staffing at Sunrise facilities was insufficient. The Court has not ruled on the merits of the case.

On November 16, 2021, the Court granted Plaintiffs’ motion for class certification. The Ninth Circuit Court of Appeals subsequently affirmed the class certification order. The parties have recently agreed to settle the lawsuit on the terms described below, subject to the Court’s approval. If approved, the settlement would apply to the following class (the “Settlement Class”):

All persons who resided at a Sunrise California Community (defined below) from June 27, 2013 through and including [DATE], who contracted with and paid money to Defendants pursuant to a Residency Agreement, and whose claims are not subject to arbitration because: (1) neither the Resident nor Resident’s Responsible Party (as defined in the Residency Agreement) agreed to or accepted an arbitration provision in writing; or (2) if arbitration was initially accepted, the Resident or Resident’s Responsible Party provided written notice of withdrawal within the 30-day period prescribed in the Residency Agreement.\*

\*For residents of these facilities, the San Rafael, the Class Period commences on the following dates: Sunrise of San Rafael (September 29, 2016), Sunrise of Cupertino (October 1, 2023), and Sunrise of Orange (April 27, 2023)

If you fall within the above description of the Settlement Class, or if you are the legal representative or successor of someone who does, please read this notice carefully. (In this notice, the terms “you”, “your”, “yourself” mean a Settlement Class Member and, if applicable, any legal representative or successor of a Settlement Class Member). The Court’s decision to approve the class action settlement affects your rights and you have a choice to make now as described below.

If you do not fall within the description of the Settlement Class, any claims you might have against Sunrise are not covered by this case and your rights are not at issue in this settlement.

For members of the Settlement Class or their legal representative, you have a choice to make between three options, summarized as follows and described in more detail later in this notice in response to Question Nos. [REDACTED] below.

Questions? Visit [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction) or contact Class Counsel at the email addresses and telephone numbers identified in this notice. DO NOT CONTACT THE COURT FOR INFORMATION.



<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT</b>	
<b>DO NOTHING</b>	<p><b>Stay in the Settlement Class. Obtain settlement benefits, but give up certain rights.</b></p> <p>By doing nothing, you will remain in the Settlement Class and obtain the money and benefits if the settlement is approved by the Court. But you give up any rights to sue Sunrise separately about the same legal claims that were brought in this lawsuit. If you choose this option, you do not need to do anything, as you will automatically be included in the Settlement Class.</p>
<b>OBJECT</b>	<p><b>Stay in the Settlement Class, but object to the Settlement.</b></p> <p>Under this option, you may object to the terms of the settlement. You will remain in the Settlement Class and receive benefits if the settlement is approved, and you will 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 in order to be included in the Settlement Class. 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, as described below.</p>
<b>ASK TO BE EXCLUDED</b>	<p><b>Opt out of the Settlement Class. Retain your right to sue individually.</b></p> <p>Under this option, you may exclude yourself from the Settlement Class (and thus give up your right to seek money from the class settlement if approved), 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, as described below.</p>

Your options are explained in more detail below. To submit an objection or to ask to be excluded, you must act before **[DATE]**.

Questions? Visit [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction) or contact Class Counsel at the email addresses and telephone numbers identified in this notice. **DO NOT CONTACT THE COURT FOR INFORMATION.**

WHAT THIS NOTICE CONTAINS

**BACKGROUND** ..... Page 4

- 1. Why Did I Get This Notice?
- 2. What is This Lawsuit About?
- 3. What is a Class Action and Who is Involved?

**THE SETTLEMENT CLASS** ..... Page 5

- 4. Who is in the Settlement Class?
- 5. I am not Sure if I am Included.

**SUMMARY OF SETTLEMENT** ..... Page 6

- 6. Cash Payments to Settlement Class Members.
- 7. Injunctive Relief.

**OBTAINING SETTLEMENT BENEFITS** ..... Page 6

- 8. How Can I Get a Cash Payment?
- 9. When Will the Cash Payments be Sent?

**RELEASE OF CLAIMS** ..... Page 7

- 10. In Return for These Settlement Benefits, What am I Giving Up?

**EXCLUDING YOURSELF FROM THE SETTLEMENT** ..... Page 7

- 11. How Do I ask the Court to Exclude Me from the Settlement Class?
- 12. What Happens if I Exclude Myself from the Settlement.
- 13. If I Do Not Exclude Myself, Can I Sue Sunrise for the Same Thing Later?
- 14. If I Do Not Exclude Myself, Can I Get Money from This Settlement?

**OBJECTING TO THE SETTLEMENT** ..... Page 8

- 15. How Do I Tell the Court That I Do Not Like the Settlement?
- 16. What is the Difference Between Objection and Excluding?

**LEGAL REPRESENTATIVE OR SUCCESSOR-IN-INTEREST OF SETTLEMENT CLASS MEMBER** ..... Page 9

- 17. What Supporting Documentation Shall a Settlement Class Member’s Legal Representative or Successor-in-Interest Provide?

**THE FINAL APPROVAL HEARING** ..... Page 9

- 18. When and Where Will the Court Decide Whether to Approve the Settlement?
- 19. Do I Have to Come to the Hearing?
- 20. May I Speak at the Hearing?

**IF YOU DO NOTHING** ..... Page 10

- 21. What Happens If I Do Nothing At All?

**THE LAWYERS REPRESENTING YOU** ..... Page 10

- 22. Do I Have a Lawyer in This Case?

**GETTING MORE INFORMATION** ..... Page 10

- 23. Are There More Details About the Settlement?

Questions? Visit [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction) or contact Class Counsel at the email addresses and telephone numbers identified in this notice. DO NOT CONTACT THE COURT FOR INFORMATION.



**BACKGROUND****1. Why did I Get This Notice?**

As this notice explains, the Court has allowed, or “certified,” this matter to proceed as a **class action lawsuit**. The Court also approved the content and dissemination of this notice. You are receiving this notice because you have been identified from Sunrise’s records as a resident of a Sunrise assisted living facility (also known as a residential care facility for the elderly) during the relevant time period, or are the legal representative or successor-in-interest to such a resident, who is not subject to arbitration. For that reason, you are considered a member of the Settlement Class whose rights will be affected by the class action settlement, if approved by the Court.

**2. What is This Lawsuit About?**

The Plaintiffs in this case are Amy Fearn and Elise Ganz, the legal successors-in-interest to two former residents of Sunrise residential care facilities for the elderly in California. They have also been appointed as the representatives for the class and are responsible, along with their attorneys, for representing the interests of members of the class.

The Plaintiffs allege in this lawsuit that Sunrise made false and misleading statements about the level of care residents would receive. They allege that these misleading statements are made in the Residency Agreements that residents or their authorized representatives are required to sign upon admission to a Sunrise assisted living facility. Specifically, Plaintiffs claim that the Residency Agreements inform potential residents that the level of assisted living services required by the Resident is determined through an assessment of the Resident and that the Resident will receive services based on that assessment and other indicators of the Resident’s needs. Plaintiffs allege that these statements are misleading because Sunrise uses a system for staffing its facilities that does not provide for enough staff to meet residents’ assessed needs. Based on these alleged facts, Plaintiffs assert that Sunrise has violated several California laws, including the Consumer Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.*, the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, and the elder financial abuse law, Cal. Welf. & Inst. Code § 15610.30.

To remedy the alleged wrongdoing, Plaintiffs sought a court order prohibiting Sunrise from engaging in the alleged violations of law. Plaintiffs also sought monetary damages for themselves and all class members based on moneys paid to Sunrise, as well as statutory damages, attorneys’ fees and litigation expenses. Plaintiffs are not seeking any damages for personal injury, emotional distress, and/or wrongful death suffered by the Plaintiffs or any class member. You can read the Plaintiffs’ Second Amended Class Action Complaint at [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction).

Sunrise denies these allegations. Sunrise maintains that the statements in its Residency Agreements are truthful and not misleading, that Sunrise more than adequately staffs its communities and provides more than sufficient caregiver time to meet residents’ assessed needs, and that Sunrise provides excellent care. Defendants’ Answer to the Second Amended Complaint in which these defenses are stated is available at [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction).

The Court has not addressed the merits of the claims, and therefore has not decided whether Defendants or Plaintiffs are correct.

**3. What is a Class Action and Who is Involved?**

The individual who brings a lawsuit is called a Plaintiff. In a class action lawsuit, one or more people called “Class Representatives” (in this case Amy Fearn and Elise Ganz) sue on behalf of other people who have similar claims because they allege they have been harmed in the same way. The people together are a “class” or individually “class members.” The people who filed the lawsuit are called the Plaintiffs. The company they sued (in this case Sunrise) is called the Defendant. In a class action, one court resolves the issues for everyone in the class—except for those people who choose to exclude themselves from the class.

Questions? Visit [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction) or contact Class Counsel at the email addresses and telephone numbers identified in this notice. **DO NOT CONTACT THE COURT FOR INFORMATION.**

**THE SETTLEMENT CLASS**

**4. Who is in the Settlement Class?**

The Settlement Class includes all persons who resided at a Sunrise California Facility from June 27, 2013 through and including [DATE], who contracted with and paid money to Sunrise pursuant to a Residency Agreement and whose claims are not subject to arbitration. The Sunrise California Communities that are covered by the class include the following forty-three (43) assisted living facilities owned and/or operated by Sunrise under the Sunrise name:

- |                             |                          |                             |
|-----------------------------|--------------------------|-----------------------------|
| Sunrise at Alta Loma        | Sunrise at La Jolla      | Sunrise at San Mateo        |
| Sunrise at Belmont          | Sunrise at La Palma      | Sunrise at Santa Monica     |
| Sunrise at Beverly Hills    | Sunrise at Mission Viejo | Sunrise at San Rafael*      |
| Sunrise at Bonita           | Sunrise at Monterey      | Sunrise at Seal Beach       |
| Sunrise at Burlingame       | Sunrise at Oakland Hills | Sunrise at Sterling Canyon  |
| Sunrise at Canyon Crest     | Sunrise of Orange*       | Sunrise at Studio City      |
| Sunrise at Carmichael       | Sunrise at Palo Alto     | Sunrise at Sunnyvale        |
| Sunrise at Claremont        | Sunrise at Palos Verdes  | Sunrise at Tustin           |
| Sunrise of Cupertino*       | Sunrise at Petaluma      | Sunrise at Walnut Creek     |
| Sunrise at Danville         | Sunrise at Playa Vista   | Sunrise at West Hills       |
| Sunrise at Fair Oaks        | Sunrise at Pleasanton    | Sunrise at Westlake Village |
| Sunrise at Fresno           | Sunrise at Rocklin       | Sunrise at Wood Ranch       |
| Sunrise at Fullerton        | Sunrise at Sacramento    | Sunrise at Woodland Hills   |
| Sunrise at Hermosa Beach    | Sunrise at Sabre Springs | Sunrise at Yorba Linda      |
| Sunrise at Huntington Beach | Sunrise at San Marino    |                             |
| Sunrise at La Costa         |                          |                             |

- \*For residents of Cupertino, the Class Period is limited to October 1, 2023, through [DATE].
- \*For residents of Orange, the Class Period is limited to April 27, 2023, through [DATE].
- \*For residents of San Rafael, the Class Period is limited to September 29, 2016, through [DATE].

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.

**5. I am not Sure if I am Included.**

If you are not sure if you are included, you can submit a request on the dedicated website, at [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction), to inquire whether Sunrise’s records indicate you are a Settlement Class Member. In addition, you can also inquire about your status as a Settlement Class Member by calling the claims administrator at [1-888-412-1505](tel:1-888-412-1505).

Questions? Visit [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction) or contact Class Counsel at the email addresses and telephone numbers identified in this notice. DO NOT CONTACT THE COURT FOR INFORMATION.

## SUMMARY OF SETTLEMENT

### 6. Cash Payments to Settlement Class Members.

Under the terms of the settlement, Sunrise has agreed to pay \$18.2 million into an account (the “Settlement Fund”) in full settlement of all monetary claims asserted in the lawsuit. The Settlement Fund will be used to pay for class notice and settlement administration expenses not to exceed \$75,000, Class Counsel’s attorneys’ fees not to exceed \$10.9 million, Class Counsel’s litigation expenses not to exceed \$2 million, service awards not to exceed \$15,000 to each Class Representative, and a Late Claims Reserve of \$25,000, with all such amounts subject to Court approval. The remaining amount (the “Net Settlement Fund”), estimated to be approximately \$5 million, will be used to make cash payments to Settlement Class Members (or if a Settlement Class Member is deceased, to their legal successor).

Subject to Court approval, the amount of the cash payments shall be calculated by dividing the Net Settlement Fund by the total number of Settlement Class Members. For illustration purposes only, if the Net Settlement Fund is \$5 million and the total number of Settlement Class Members is 3,500, then the amount of the settlement award would be approximately \$1,428, distributed on a pro rata basis to all Settlement Class Members or, if applicable, their legal successors.

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.

No monies in the Settlement Fund shall revert to Sunrise. Any monies remaining in the Settlement Fund after cash payments are made (for example, from uncashed checks or unclaimed interest) shall be paid to Settlement Class Members (or their legal successors) who cashed their initial settlement checks. Monies remaining in the Late Claims Reserve, if any, will be paid to Groceries for Seniors or other non-profit organization(s) approved by the Court.

### 7. Injunctive Relief.

In addition, as part of the settlement Sunrise has agreed to an Injunction, which is subject to Court approval, in which, among other things, Sunrise is to ensure that its caregiver staffing levels are sufficient to provide residents with the care services set forth in their service plans. While Sunrise believes it has always done so, the Injunction includes terms to verify and monitor Sunrise’s compliance. The Injunction will remain in place for 30 months. The full terms of the Injunction are available on the settlement website at [web address], or in the public court records on file in this lawsuit.

## OBTAINING SETTLEMENT BENEFITS

### 8. How Can I Get a Cash Payment?

If you are a Settlement Class Member and your mailing 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].

### 9. When Will the Cash Payments be Sent?

Under the settlement, cash payments to Settlement Class Members are to be made within 30 days after the Court grants final approval for the settlement, and the time for appellate review of the approval order has run. As detailed below, Questions? Visit [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction) or contact Class Counsel at the email addresses and telephone numbers identified in this notice. **DO NOT CONTACT THE COURT FOR INFORMATION.**

the Final Approval Hearing is presently scheduled for [date] at [time]. The date, time, or place of the final approval hearing may be changed by the Court without notice to the Settlement Class, so you should check the settlement website at [insert web address] or the public court records on file in this lawsuit for any updates.

## RELEASE OF CLAIMS

### 10. 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 relating in any way to the claims asserted by the Plaintiffs in the lawsuit (the “Release”). The Release includes any claim for losses or damages arising from fees paid to Sunrise as a result of such conduct from June 27, 2013 through and including [DATE OF FINAL APPROVAL ORDER] (of, for Sunrise at San Rafael, from September 29, 2016, through and including [DATE OF FINAL APPROVAL ORDER]) by or on behalf of a Settlement Class Member based on the allegations stated in the lawsuit.

The Release 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 resulting from personal injury, wrongful death, or bodily harm.

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 in the public court records on file in this lawsuit.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

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

### 11. How Do I Ask the Court to Exclude Me from the Settlement Class?

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.

To ask to be excluded, you have a couple of options.

First, you can send an email to [SunriseSeniorLivingLawsuit@cptgroup.com](mailto:SunriseSeniorLivingLawsuit@cptgroup.com) stating that you want to be excluded from the *Audrey Heredia, et al. v. Sunrise Senior Living et al.* class action. You must include your name and address in the email.

Alternatively, you may send an “Exclusion Request” in the form of a letter sent by mail, stating that you want to be excluded from the *Audrey Heredia, et al. v. Sunrise Senior Living et al.* class action. Be sure to include your name and address and sign the letter. Mail your Exclusion Request to: [Audrey Heredia, et al. v. Sunrise Senior Living et al., c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606](#). You may also get an Exclusion Request form at the website, [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction).

Whether you choose to opt out by mail or email, you must do so by [insert date].

Questions? Visit [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction) or contact Class Counsel at the email addresses and telephone numbers identified in this notice. DO NOT CONTACT THE COURT FOR INFORMATION.

**12. 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 Sunrise relating to the subject matter of this lawsuit.

**13. If I Do Not Exclude Myself, Can I Sue Sunrise for the Same Thing Later?**

No. Unless you exclude yourself, you give up the right to sue Sunrise 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].

**14. 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 Sunrise 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.

**OBJECTING TO THE SETTLEMENT**

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

**15. 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 ask the Court to deny approval of the settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must: (a) clearly identify the case name and number (*Audrey Heredia as successor- in-interest to the Estate of Carlos Heredia et al. v. Sunrise Senior Living, LLC and Sunrise Senior Management, Inc. et al.*, Case No. 8:18-cv-01974-JLS-JDE), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Central District of California, 350 W 1st Street, Suite 4311, Los Angeles, CA 90012, or by filing them in person at any location of the United States District Court for the Central District of California, and (c) be filed or postmarked on or before [insert date].

**16. 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.

Questions? Visit [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction) or contact Class Counsel at the email addresses and telephone numbers identified in this notice. DO NOT CONTACT THE COURT FOR INFORMATION.

## LEGAL REPRESENTATIVE OR SUCCESSOR-IN-INTEREST OF SETTLEMENT CLASS MEMBER

### 17. What Supporting Documentation Must a Settlement Class Member's Legal Representative or Successor-In-Interest Provide?

Any communication submitted by a legal representative of a Settlement Class Member or a successor-in-interest of a deceased Settlement Class Member shall include supporting documentation.

The supporting documentation for a legal representative of a Settlement Class Member shall include a copy of the proper Power of Attorney or Court-approved Guardianship/Conservator documents for the Settlement Class Member, as well as government-issued identification for the legal representative.

The supporting documentation for a successor-in-interest of a deceased Settlement Class Member shall include the Death Certificate for the deceased Settlement Class Member, as well as government-issued identification for the successor(s)-in-interest and a sworn statement that the successor(s)-in-interest are the sole successors and have the authority to release the Released Claims.

## 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.

### 18. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing at [time] on [date] before the Honorable Josephine L. Staton, First Street U.S. Courthouse, 350 W 1st Street, Courtroom 8A, 8th Floor, Los Angeles, CA 90012.

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 <https://ecf.cand.uscourts.gov> for any updates.

At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable and adequate. 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.

### 19. 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.

### 20. May I Speak at the Hearing?

At its discretion, the Court may or may not allow Settlement Class Members to speak at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

Questions? Visit [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction) or contact Class Counsel at the email addresses and telephone numbers identified in this notice. DO NOT CONTACT THE COURT FOR INFORMATION.



## IF YOU DO NOTHING

### 21. What Happens If I Do Nothing At All?

If you do nothing, you will be part of the Settlement Class. If the settlement is approved by the Court, 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 Sunrise about the claims and issues in this case.

## THE LAWYERS REPRESENTING YOU

### 22. Do I Have a Lawyer in This Case?

The Court decided that the law firms of Stebner Gertler Guadagni & Kawamoto, Schneider Wallace Cottrell Konecky LLP, Dentons US LLP, Law Offices of Michael D. Thamer, Janssen Malloy LLP, Marks Balette Giessel & Young, P.L.L.C, and Trails Law Group are qualified to represent the Class Members and appointed them “Class Counsel.” The names and contact information for Class Counsel to whom you can direct questions are as follows:

STEBNER GERTLER GUADAGNI &  
KAWAMOTO

Kathryn A. Stebner

[kathryn@sggklaw.com](mailto:kathryn@sggklaw.com)

Brian S. Umpierre

[brian@sggklaw.com](mailto:brian@sggklaw.com)

870 Market Street, Suite 1285

San Francisco, CA 94102

Tel: (415) 362-9800

Fax: (415) 362-9801

[www.sggklaw.com](http://www.sggklaw.com)

SCHNEIDER WALLACE COTTRELL

KONECKY LLP

Guy B. Wallace

[gwallace@schneiderwallace.com](mailto:gwallace@schneiderwallace.com)

Mark T. Johnson

[mjohnson@schneiderwallace.com](mailto:mjohnson@schneiderwallace.com)

Travis C. Close

[tclose@schneiderwallace.com](mailto:tclose@schneiderwallace.com)

Rachel L. Steyer

[rsteyer@schneiderwallace.com](mailto:rsteyer@schneiderwallace.com)

2000 Powell Street, Suite 1400

Emeryville, CA 94608

Telephone: (415) 421-7100

## GETTING MORE INFORMATION

### 23. Are There More Details About the Settlement?

This notice summarizes the proposed settlement. The Stipulation of Settlement contains the complete and precise terms and conditions of the parties’ agreement. You can get a copy at [settlement website], by contacting Class Counsel at Stebner Gertler Guadagni & Kawamoto at (415) 362-9800, or by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 350 W 1st Street, Suite 4311, Los Angeles, CA 90012, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have additional questions, you may call the Settlement Administrator at 1-888-412-1505, or write to: **Audrey Heredia, et al.** v. *Sunrise Senior Living et al.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

107267014.1

Questions? Visit [www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction) or contact Class Counsel at the email addresses and telephone numbers identified in this notice. DO NOT CONTACT THE COURT FOR INFORMATION.



**LEGAL NOTICE REGARDING CLASS ACTION SETTLEMENT**

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA**

**If you resided at a Sunrise Assisted Living facility in California at any time from June 27, 2013 through and including [DATE], you are a potential Settlement Class Member and could be entitled to benefit under a class action settlement**

**WHAT IS THIS LAWSUIT ABOUT?**

A class action lawsuit known as *Audrey Heredia, et al. v. Sunrise Senior Living et al.* (Sunrise), was filed in the United States District Court, Central District of California, Case Number 8:18-cv-01974-JLS-JDE. The lawsuit alleges that Sunrise misled consumers by failing to disclose that Sunrise does not ensure that staffing at Sunrise's assisted living facilities in California is sufficient to provide promised services to all residents.. Sunrise denies all allegations and claims in the lawsuit and denies that it committed any wrongdoing, including but not limited to the allegation that staffing at Sunrise facilities was insufficient. The Parties have reached an agreement to settle the lawsuit on the terms described below, subject to Court approval.

**THE SETTLEMENT CLASS**

If approved, the settlement would apply to the following "Settlement Class:" All persons who resided at a Sunrise California Facility at any time from June 27, 2013 through and including [DATE]\*, who contracted with and paid money to Sunrise pursuant to a Residency Agreement, and whose claims are not subject to arbitration because: (1) neither the Resident nor Resident's Responsible Party (as defined in the Residency Agreement) agreed to or accepted an arbitration provision in writing; or (2) if arbitration was initially accepted, the Resident or Resident's Responsible Party provided written notice of withdrawal within the 30-day period prescribed in the Residency Agreement.

\*For residents of these facilities, the Class Period commences on the following dates: Sunrise of San Rafael (September 29, 2016), Sunrise of Cupertino (October 1, 2023), and Sunrise of Orange (April 27, 2023).

**WHAT DOES THE SETTLEMENT PROVIDE?**

Under the Settlement, Sunrise has agreed to pay \$18.2 million and agreed to a Court-approved injunction that imposes certain requirements on Sunrise regarding facility staffing. If the Court approves the Settlement, each Settlement Class Member would receive a pro-rata cash payment estimated to be not less than \$\_\_\_\_. To be eligible for monetary benefits under the settlement, you must be a

Settlement Class Member or his/her legal successor.

**WHAT ARE MY RIGHTS AND OPTIONS?**

If you are a Settlement Class Member, you do not need to do anything to be eligible for monetary benefits, but will give up your right to sue in a different case about the same subject matter. Alternatively, you can remain in the Settlement Class and seek money under the class Settlement, giving up your right to sue in a different case about the same subject matter, but object to the settlement by submitting a timely written objection. Your third option is to exclude yourself from the Settlement and give up your right to seek money under the Settlement, but retain your right to sue in a different case about the same subject matter. You will need to submit a timely written request for exclusion. For instructions on how to submit a written objection to the Settlement, or written request to be excluded from the settlement class, please visit [settlement website]. Written objections and exclusion requests must be submitted no later than [DATE].

**FINAL SETTLEMENT APPROVAL HEARING**

On [DATE/TIME], the Court will hold a Final Approval Hearing to decide whether to approve the settlement. The Court will also decide Plaintiffs' request for attorneys' fees (not to exceed \$10.9 million) and litigation costs (not to exceed \$2 million). The Final Settlement Approval Hearing will be conducted by the Honorable Josephine L. Staton at First Street U.S. Courthouse, 350 W 1st Street, Courtroom 8A, 8th Floor, Los Angeles, CA 90012. The date, time and place may be changed by the Court without notice to the Settlement Class, so please check for updates at [insert website]. You do not need to attend the hearing but may do so at your expense.

**OBTAIN MORE INFORMATION**

More information about the lawsuit and Settlement can be obtained at the website, by calling the number below, by contacting Class Counsel, or by reviewing online court records at <https://ecf.cand.uscourts.gov>.

[www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction](http://www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction)

1-x:XX-x:XX:x