

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, you may be entitled to money and 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 August 22, 2024, 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 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, you may be able to receive a monetary payment under the proposed Settlement Agreement. Please read this notice carefully, as 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. (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).

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. 8,11, and 15 below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p>Stay in the Settlement Class. Obtain settlement benefits, but give up certain rights.</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>
OBJECT	<p>Stay in the Settlement Class, but object to the Settlement.</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>
ASK TO BE EXCLUDED	<p>Opt out of the Settlement Class. Retain your right to sue individually.</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 submit a request to be excluded from the settlement class by email or mail, 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 **October 26, 2024**.

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Questions? Visit www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction or contact 1-888-735-1646 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.

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.

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.

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 August 22, 2024, 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-five (45) 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 August 22, 2024.

*For residents of Orange, the Class Period is limited to April 27, 2023, through August 22, 2024.

*For residents of San Rafael, the Class Period is limited to September 29, 2016, through August 22, 2024.

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 may email the settlement administrator at SunriseSeniorLivingClassAction@cptgroup.com, 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 settlement administrator at 1-888-735-1646.

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). Specifically, each Settlement Class Member (or if applicable, their legal successor) shall receive a Base Payment of \$500, plus an additional Residency Days Payment calculated based on the number of days that the Settlement Class Member resided in a Sunrise California Community during the Class Period.

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 www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction, 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 on your envelope is correct, **you do not need to take any action.** Your cash payment will be mailed to you if the settlement is approved by the Court and becomes effective. If your address has changed, you must provide your new address to the Settlement Administrator. If a Settlement Class Member is deceased, his or her legal successor must submit a payment request and supporting documentation to the Settlement Administrator. To contact the Settlement Administrator, visit www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction or call 1-888-735-1646.

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, the Final Approval Hearing is presently scheduled for November 8, 2024, at 10:30 a.m. 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 www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction 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 the date of the Final Approval Order (or, for residents of Sunrise at San Rafael, the release period commences September 29, 2016, through and including the date of the Final Approval Order; for residents of Sunrise of Cupertino, the release period commences October 1, 2023, through and including the date of the Final Approval Order; for residents of Sunrise of Orange, the release period commences April 27, 2023, through and including the date of the 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 www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction, 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 request to be excluded from the Settlement Class. To ask to be excluded, you have several options.

Email. You can send an email to SunriseSeniorLivingClassAction@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, address and telephone number in the email.

Mail. Alternatively, you may request exclusion by mailing a letter 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, address and telephone number, and sign the letter. Mail your letter requesting exclusion 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 settlement website, and email or mail the completed request to *Audrey Heredia, et al. v. Sunrise Senior Living et al.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 or SunriseSeniorLivingClassAction@cptgroup.com.

Whether you choose to request exclusion by email or mail, you must do so by October 26, 2024.

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 email or mail letter requesting exclusion must be sent on or before October 26, 2024.

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 October 26, 2024.

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.

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 10:30 a.m. on November 8, 2024, 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 www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction or the public court records on file in this lawsuit at <https://www.cacd.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.

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:

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GETTING MORE INFORMATION

23. Are There More Details About the Settlement?

This notice summarizes the proposed settlement. The Stipulation of Settlement and Addendum thereto contain the complete and precise terms and conditions of the parties’ agreement. You can get a copy at www.cptgroupcaseinfo.com/SunriseSeniorLivingClassAction, 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://www.cacd.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 1-888-735-1646, 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.