

1 Guy B. Wallace – 176151  
Mark T. Johnson – 76904  
2 Jennifer U. Bybee – 302212  
Travis C. Close – 308673  
3 Rachel L. Steyer – 330064  
**SCHNEIDER WALLACE**  
4 **COTTRELL KONECKY LLP**  
2000 Powell Street, Suite 1400  
5 Emeryville, California 94608-1863  
Telephone: (415) 421-7100  
6 Facsimile: (415) 421-7105  
Email: gwallace@schneiderwallace.com  
7 mjohnson@schneiderwallace.com  
juhrowczik@schneiderwallace.com  
8 tclose@schneiderwallace.com  
rsteyer@schneiderwallace.com

Gay Crosthwait Grunfeld – 121944  
Jenny S. Yelin – 273601  
Adrienne Spiegel – 330482  
Maya Campbell – 345180  
**ROSEN BIEN**  
9 **GALVAN & GRUNFELD LLP**  
101 Mission Street, Sixth Floor  
San Francisco, California 94105-1738  
Telephone: (415) 433-6830  
Facsimile: (415) 433-7104  
Email: ggrunfeld@rbgg.com  
jyelin@rbgg.com  
aspiegel@rbgg.com  
mccampbell@rbgg.com

9 Kathryn A. Stebner – 121088  
10 Brian S. Umpierre – 236399  
**STEBNER GERTLER & GUADAGNI**  
11 **A Professional Law Corporation**  
870 Market Street, Suite 1285  
12 San Francisco, California 94102-2918  
Telephone: (415) 362-9800  
13 Facsimile: (415) 362-9801  
Email: kathryn@sgg-lawfirm.com  
14 brian@sgg-lawfirm.com

David T. Marks – *pro hac vice*  
**MARKS, BALETTE, GIESSEL**  
15 **& YOUNG, P.L.L.C.**  
7521 Westview Drive  
Houston, Texas 77055  
Telephone: (713) 681-3070  
Facsimile: (713) 681-2811  
Email: davidm@marksfirm.com

15 Attorneys for Plaintiffs and the Certified Subclasses

16 UNITED STATES DISTRICT COURT

17 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

18 STACIA STINER; RALPH CARLSON, in his  
capacity as Trustee of the Beverly E. Carlson and  
19 Helen V. Carlson Joint Trust; LORESIA  
VALLETTE, in her capacity as representative of  
20 the Lawrence Quinlan Trust; MICHELE LYTLE,  
in her capacity as Trustee of the Boris Family  
21 Revocable Trust; RALPH SCHMIDT, by and  
through his Guardian Ad Litem, HEATHER  
22 FISHER; PATRICIA LINDSTROM, as successor-  
in-interest to the Estate of ARTHUR  
23 LINDSTROM; BERNIE JESTRABEK-HART;  
and JEANETTE ALGARME; on their own  
24 behalves and on behalf of others similarly situated,

25 Plaintiffs,

26 v.

26 BROOKDALE SENIOR LIVING, INC.;  
27 BROOKDALE SENIOR LIVING  
COMMUNITIES, INC.; and DOES 1 through 100,  
28 Defendants.

Case No. 4:17-cv-03962-HSG (LB)

**DECLARATION OF GAY  
CROSTHWAIT GRUNFELD IN  
SUPPORT OF PLAINTIFFS’  
UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT FOR  
INJUNCTIVE RELIEF**

Judge: Hon. Haywood S. Gilliam, Jr.

May 1, 2025  
2:00 p.m.  
Courtroom 2, 4th Floor

1 I, Gay Crosthwait Grunfeld, declare:

2 1. I am an attorney duly admitted to practice before this Court. I am a partner in the  
3 law firm of Rosen Bien Galvan & Grunfeld LLP and counsel of record for Plaintiffs and the  
4 Certified Subclasses. I have personal knowledge of the facts set forth herein, and if called as a  
5 witness, I could competently so testify. I make this declaration in support of Plaintiffs’  
6 Unopposed Motion for Preliminary Approval of Class Action Settlement for Injunctive Relief. I  
7 have personal knowledge of the facts set forth herein.

8 2. Attached hereto as **Exhibit A** is a true and correct copy of the Proposed Class  
9 Action Settlement Agreement (“Proposed Settlement”) agreed to by the parties in this case.

10 3. Attached hereto as **Exhibit B** is a true and correct copy of the Stipulated Injunction  
11 and Order the Parties will ask the Court to enter as part of its final approval of the Proposed  
12 Settlement.

13 **History of the Litigation and Settlement Discussions**

14 4. Plaintiffs first brought this case in July 2017 on behalf of current and past residents  
15 of California Residential Care Facilities (“RCFEs”) owned, leased, and/or operated by Defendants  
16 Brookdale Senior Living, Inc. and Brookdale Senior Living Communities, Inc. (“Defendants” or  
17 “Brookdale”) in California. The case, which raised groundbreaking, novel, and difficult issues  
18 regarding the civil rights of elderly persons with mobility and/or vision disabilities, has been  
19 litigated vigorously by both sides since its initiation. The parties have engaged in extensive  
20 motion practice, taken approximately 62 depositions, retained and produced reports from 15  
21 experts, and exchanged more than 3.3 million pages of documents. Plaintiffs’ two accessibility  
22 experts conducted two rounds of day-long access inspections of many of Brookdale’s California  
23 RCFEs, in 2019-2020 and again in 2024, including the San Ramon, Scotts Valley, and Brookhurst  
24 RCFEs, and issued comprehensive reports detailing hundreds of access barriers they identified.

25 5. There were four key phases of the case: (1) litigation of Defendants’ two sets of  
26 motions to compel arbitration, to dismiss Plaintiffs’ complaint, and to strike key allegations,  
27 followed by an appeal to the Ninth Circuit regarding the arbitration motion denial; (2) two rounds  
28 of class certification briefing, culminating in the Court’s certification of four subclasses, the FSP

1 subclass and three facility-based subclasses, all pursuant to Rule 23(b)(2); (3) the parties' hard  
2 fought cross-motions for summary judgment; and (4) the preparation for the first of what would  
3 have been three trials in the case, set for January 2025.

4 6. During the first phase of the case, in addition to litigation over Defendants' motions  
5 to compel arbitration, to dismiss the case, and to strike allegations in Plaintiffs' complaints, we  
6 also vigorously pursued written discovery, including through more than fifteen informal discovery  
7 motions, and took many depositions to support our class certification motion, including at least  
8 eight Rule 30(b)(6) depositions. In April 2021, Defendants filed a motion to deny class  
9 certification, which the Court promptly and summarily denied. ECF No. 238; ECF No. 250.

10 7. From 2021 to the end of 2024, in addition to litigating the two rounds of class  
11 certification motions, the parties continued active discovery. During that period, the parties  
12 completed many additional depositions and briefed approximately eighteen additional discovery  
13 disputes to Magistrate Judge Beeler. Fact discovery closed on August 1, 2024 and expert  
14 discovery concluded on September 12, 2024. ECF No. 789.

15 8. In October 2019 and September 2021, the parties participated in two mediation  
16 sessions with Judge Edward A. Infante (Ret.) through JAMS, neither of which was successful.  
17 Beginning in October 2024, the parties participated in four Mandatory Settlement Conference  
18 sessions with Magistrate Judge Joseph C. Spero. Judge Spero also facilitated additional settlement  
19 communications outside of the scheduled mediation sessions, and the parties also worked directly  
20 through several meet and confers to reach a final agreement in principle, culminating in a  
21 February 6, 2025 confidential term sheet and then the final Class Action Agreement (Exhibit A)  
22 and a Confidential Individual Settlement resolving the individual claims of the eight named  
23 plaintiffs. Plaintiffs will lodge a courtesy copy of the Confidential Individual Settlement  
24 Agreement with the Court's chambers for reference.

25 **My Qualifications and Experience**

26 9. I graduated from Columbia Law School in 1984 as a Harlan Fiske Stone Scholar  
27 and Articles Editor of the Columbia Law Review, after which I clerked for the Honorable Jack B.  
28 Weinstein of the United States District Court for the Eastern District of New York. I was admitted

1 to the California bar in 1985. I am a member of the bars of the United States Supreme Court, the  
2 Ninth Circuit Court of Appeals and the Northern, Eastern, and Southern Districts of California.

3 10. My firm and I have substantial experience litigating complex class actions,  
4 including class actions regarding injunctive relief and the Americans with Disabilities Act  
5 (“ADA”). From its formation in 1990, RBGG has been nationally recognized for its civil rights  
6 and class action litigation. I have repeatedly been named to the Daily Journal’s list of Top 100  
7 Lawyers in California. All of my firm’s partners have been repeatedly named SuperLawyers, and  
8 many of the firm’s associates and senior counsel were named Rising Stars by SuperLawyers in  
9 2024. All partners are AV-rated by Martindale-Hubbell.

10 11. I currently serve as one of the lead counsel in *Armstrong v. Newsom* (N.D. Cal.  
11 No. C 94-2307 CW), an ADA, Rehabilitation Act, and due process class action against the  
12 Governor of California and the California Department of Corrections and Rehabilitation  
13 (“CDCR”) on behalf of approximately 10,000 incarcerated people and parolees with mobility,  
14 hearing, vision, learning, kidney, and developmental disabilities; *Dunsmore et al. v. San Diego*  
15 *County Sheriff’s Department et al.* (S.D. Cal. No. 3:20-cv-00406), a class action on behalf of  
16 persons incarcerated in the San Diego County Jails, which includes an ADA claim; and *Hedrick v.*  
17 *Grant* (E.D. Cal. No. 2:76-CV-00162-GEbefb), a class action on behalf of all persons  
18 incarcerated at the Yuba County Jail. I have been appointed class counsel in a number of other  
19 cases, such as *Ramirez et al. v. Ghilotti Bros., Inc.* (N.D. Cal. No. 3:12-cv- 04590-CRB), a class  
20 action on behalf of workers denied pay for all hours worked and meal and rest breaks; and *L.H. v.*  
21 *Brown* (E.D. Cal. No. CIV. S-06-2042 LKK/GGH), a due process and ADA class action on behalf  
22 of juvenile parolees. I was appointed class counsel in this case on March 30, 2023, *Stiner v.*  
23 *Brookdale Senior Living, Inc.*, 665 F. Supp. 3d 1150 (N.D. Cal. 2023), and again on July 22,  
24 2024. *Stiner v. Brookdale Senior Living, Inc.*, No. 4:17-cv-03962-HSG (LB), 2024 WL 3498492  
25 (N.D. Cal., July 22, 2024).

26 **I Fully Support the Proposed Settlement and Believe It Is Fair, Adequate, and Reasonable**

27 12. In my opinion, based on my experience litigating disability rights actions and  
28 monitoring these issues, the Proposed Settlement is an excellent result for the Certified Subclasses.

1 The Proposed Settlement ensures that Defendants will implement a number of measures to protect  
2 the rights of the Subclasses and confer significant benefits on them. The parties have investigated  
3 the factual and legal issues raised in this action, conducted extensive fact and expert discovery,  
4 vigorously litigated the matter over seven and a half years, and diligently negotiated the Proposed  
5 Settlement. I believe the Proposed Settlement is fundamentally fair, adequate, and reasonable.

6 13. As to the Access Barrier Subclasses, the Proposed Settlement requires remediation  
7 of interior and exterior barriers at Brookdale Brookhurst, Brookdale San Ramon, and Brookdale  
8 Scotts Valley to bring the areas into compliance with the 2010 Americans with Disabilities Act  
9 Accessibility Standards (“2010 ADAS”). The Proposed Settlement requires renovations of  
10 multiple resident units at each of the three Brookdale RCFEs to bring the units into full  
11 compliance with the 2010 ADAS, plus remediation of additional units at Brookhurst to comply  
12 with the ADAS’s requirements regarding residential dwelling units, which must be designed in a  
13 way to be brought into full compliance with the ADAS if a resident’s disability requires that.

14 Ex. A §§ 4.1-4.3.

15 14. The Proposed Settlement requires that the Parties negotiate and mutually agree  
16 upon a certified/licensed architect with a CASp certification, who will review the plans and will,  
17 along with Class Counsel, conduct an inspection of the final work. *Id.* §§ 4.9-4.10. The Proposed  
18 Settlement also prohibits Brookdale from requiring any resident at the three facilities who needs  
19 an accessible room to pay for the remediation summarized in the Proposed Settlement or otherwise  
20 pay for any modification to their residential unit to accommodate their mobility and/or vision  
21 disability. Ex. A. § 4.4. The Proposed Settlement outlines a specific timeline by which Brookdale  
22 will complete the designated remediations and a timeline by which Brookdale will provide a cost  
23 estimate for the work and finish remediating the “readily achievable” barriers. *Id.* §§ 4.6-4.8. The  
24 Proposed Settlement also ensures that the remediation work will be completed regardless of  
25 whether Brookdale sells or stops leasing or operating the facilities. *Id.* §§ 4.13-4.16.

26 15. As to the FSP Subclass, Defendants agree that the current terms of the  
27 transportation policy known as the “Transporting Residents on Community Vehicles Policy,” shall  
28 remain in effect and not be modified or otherwise altered as it pertains to permitting residents to

1 remain on wheelchairs, scooters, or other powered mobility aids while being transported on a  
2 Brookdale RCFE vehicle, except if there is a change in law or regulation requiring the change.  
3 Ex. A. § 5.1.

4 16. Two of the certified subclasses will also benefit from the individual injunctive  
5 relief achieved in the public parts of the Individual Settlement, which will also be part of the  
6 Stipulated Injunction in the case. Brookdale has agreed to significant changes regarding the  
7 Emergency Planning and Evacuation procedures at the San Ramon and Scotts Valley RCFEs, *see*  
8 Ex. B at ¶ 19, and has agreed to more transparency in its communications with current and  
9 potential residents of those two facilities regarding how it determines the appropriate levels of  
10 caregiving staffing. *Id.* at ¶¶ 20-21. Defendants have also promised to “apply a reasonable  
11 determination of the staffing hours reasonably required to perform the care tasks needed by the  
12 residents, as determined by the assessment procedures, the experience and/or education of the  
13 staff, the ability of staff to perform various tasks in parallel, the physical layout of the facility, and  
14 the reasonable discretion of the Executive Director and/or department coordinators,” and to  
15 provide regular reporting to Plaintiffs’ counsel regarding caregiver staffing at the San Ramon and  
16 Scotts Valley facilities for two years. *Id.* ¶¶ 22-23.

17 17. The Proposed Settlement is a positive alternative to litigating the remainder of this  
18 case. In addition to the trial on the ADA claims on behalf of the Brookhurst and FSP subclasses,  
19 which would have lasted at least two weeks, the Parties also would have needed to complete two  
20 more jury trials of approximately the same length, as well as significant additional fact and expert  
21 discovery and motion practice regarding the individual consumer statutory claims. It is very likely  
22 that one or both parties would have appealed the verdict in the first class-wide trial.

23 18. We determined that the risks to class members of pursuing the class claims was  
24 outweighed by the certainty of the excellent relief in the Proposed Settlement. Notably, even  
25 though the claims of two of the subclasses—the Unruh Act claims based on California Building  
26 Code violations brought by the San Ramon and Scotts Valley subclasses—were entirely dismissed  
27 in the Court’s December 13, 2024 summary judgment order, the Proposed Settlement provides  
28 substantial relief for those subclasses. In litigation, those claims could only have been revived

1 through a successful appeal. The Proposed Settlement requires renovation of all indoor and  
2 outdoor common areas and several residential units to be fully compliant with the most recent  
3 federal accessibility guidelines regardless of whether Defendants sell the properties before the  
4 work is completed. Three Brookdale RCFEs will now be made accessible to people with  
5 disabilities. This is an extraordinary outcome, given that none of them previously complied with  
6 federal or state accessibility standards. To my knowledge, this is the first time an assisted living  
7 company has been required to remediate one of its facilities to comply with ADA standards.

8 19. Defendants' agreement not to reinstate the FSP provides significant protection to  
9 residents of Brookdale RCFEs across California who use electric wheelchairs and scooters.  
10 Current and future residents will not have to transfer out of their powered mobility devices and  
11 risk dangerous falls in order to take advantage of Brookdale's transportation services.

12 20. Plaintiffs faced very serious risks in continuing the litigation. Defendants opposed  
13 the case strenuously at every turn in the seven and a half years since we filed it, including in the  
14 period immediately preceding the scheduled trial. There was a substantial chance that we would  
15 have lost one or both of the claims going to trial in the first trial—the Brookhurst Subclass's  
16 claims hinged almost entirely on the testimony of one person, Plaintiff Jeanette Algarme, an  
17 elderly former resident of the facility whose standing Defendants repeatedly attacked and who  
18 needed to testify credibly that she would re-visit the facility. In addition, there was a possibility  
19 that the jury would have agreed with Defendants that the former Fleet Safety Policy was put in  
20 place for safety reasons or was otherwise not unlawful.

21 21. Throughout the litigation, we faced an uphill battle finding current residents willing  
22 to testify in the trial or serve as class representatives. This hampered our ability to marshal  
23 evidence about the current conditions and to find named plaintiffs.

24 22. The Proposed Settlement is a remarkable result for the Certified Subclasses who  
25 obtained injunctive relief with respect to their ADA claims. And although the Proposed  
26 Settlement represents a compromise, it is an excellent result for the classes in light of the  
27 significant risks and challenges of further litigation. Crucially, the Proposed Settlement provides a  
28 certain result now, without the considerable delay that would likely result if the case proceeded to

1 trial and potential appeal. We expect to receive draft designs and plans for the access work at  
2 Brookdale Brookhurst around June 1, 2025, and the plans for the other two facilities within one  
3 year of final approval. Ex. A § 4.7. This is the first step towards remediation. The access fixes  
4 Brookdale is agreeing to will make a real difference in the lives of our clients, the class  
5 representatives, and other residents.

6 23. Rapid remediation of the access barriers is particularly important given the  
7 advanced age and frail condition of many members of the Subclasses. Settlement approval  
8 accelerates implementation of this and the other important injunctive relief obtained.

9 24. Plaintiffs' counsel's request for \$14,500,000 in attorney's fees, costs, and expenses  
10 is approximately one-third of the total amount Plaintiffs' counsel has incurred in attorney's fees,  
11 costs, and expenses.

12 I declare under penalty of perjury under the laws of the United States of America that the  
13 foregoing is true and correct, and that this declaration is executed at San Francisco, California this  
14 17th day of March, 2025.

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18 Gay Crosthwait Grunfeld  
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# **Exhibit A**

1 Guy B. Wallace – 176151  
Mark T. Johnson – 76904  
2 Jennifer U. Bybee – 302212  
Travis C. Close – 308673  
3 Rachel L. Steyer – 330064  
**SCHNEIDER WALLACE**  
4 **COTTRELL KONECKY LLP**  
2000 Powell Street, Suite 1400  
5 Emeryville, California 94608-1863  
Telephone: (415) 421-7100  
6 Facsimile: (415) 421-7105  
Email: gwallace@schneiderwallace.com  
7 mjohanson@schneiderwallace.com  
juhrowczik@schneiderwallace.com  
8 tclose@schneiderwallace.com  
rsteyer@schneiderwallace.com

9 Gay Crosthwait Grunfeld – 121944  
10 Jenny S. Yelin – 273601  
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11 Brenda Muñoz – 328813  
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12 **ROSEN BIEN**  
**GALVAN & GRUNFELD LLP**  
13 101 Mission Street, Sixth Floor  
San Francisco, California 94105-1738  
14 Telephone: (415) 433-6830  
Facsimile: (415) 433-7104  
15 Email: ggrunfeld@rbgg.com  
jyelin@rbgg.com  
16 bbien-kahn@rbgg.com  
bmunoz@rbgg.com  
17 aspiegel@rbgg.com

18 Attorneys for Plaintiffs and  
the Certified Subclasses

19 *Additional Counsel on Next Page*

20  
21 UNITED STATES DISTRICT COURT  
22 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

23 STACIA STINER, et al.,  
24 Plaintiffs,  
v.  
25 BROOKDALE SENIOR LIVING, INC.;  
26 BROOKDALE SENIOR LIVING  
COMMUNITIES, INC.; and DOES 1 through 100,  
27 Defendants.

Erica Rutner (SBN 344880)  
e.rutner@mooreandlee.com  
John A. Bertino (VBN 93393) (Pro Hac Vice)  
j.bertino@mooreandlee.com  
**MOORE & LEE, P.C.**  
110 SE 6th Street, Suite 1980  
Fort Lauderdale, Florida 33301  
Telephone: (703) 940-3763  
Facsimile: (703) 506-2051

Michael D. Jacobsen (IL SBN 6303584) (Pro  
Hac Vice)  
mjacobsen@seyfarth.com  
**SEYFARTH SHAW LLP**  
233 South Wacker Drive, Suite 8000  
Chicago, Illinois 60606-6448  
Telephone: (312) 460-5000  
Facsimile: (312) 460-7000

Justin T. Curley (SBN 233287)  
jcurley@seyfarth.com  
**SEYFARTH SHAW LLP**  
560 Mission Street, 31st Floor  
Sacramento, California 94105  
Telephone: (415) 397-2823  
Facsimile: (415) 397-8549

Attorneys for Defendants  
BROOKDALE SENIOR LIVING INC.  
and BROOKDALE SENIOR LIVING  
COMMUNITIES, INC.

Case No. 4:17-cv-03962-HSG (LB)

**CLASS ACTION  
SETTLEMENT AGREEMENT**

1 Kathryn A. Stebner – 121088  
 Brian S. Umpierre – 236399  
 2 **STEBNER GERTLER & GUADAGNI**  
**A Professional Law Corporation**  
 3 870 Market Street, Suite 1285  
 San Francisco, California 94102-2918  
 4 Telephone: (415) 362-9800  
 Facsimile: (415) 362-9801  
 5 Email: kathryn@sgg-lawfirm.com  
 brian@sgg-lawfirm.com

6  
 7 Attorneys for Plaintiffs and  
 the Certified Subclasses

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1 Subject to the approval of the Court, this Settlement Agreement (“Agreement”) is made  
2 and entered into as of this 14th day of March 2025, by and among Plaintiffs, Stacia Stiner; Bernie  
3 Jestrabek-Hart; and Jeanette Algarme (collectively, the “Class Plaintiffs”), on behalf of the  
4 Certified Subclasses, as defined below, and (ii) Defendants Brookdale Senior Living Inc. and  
5 Brookdale Senior Living Communities, Inc. (collectively “Defendants,” and together with the  
6 Class Plaintiffs, the “Parties”), to settle, compromise, and dismiss, on the merits, and with  
7 prejudice, fully and finally, all of the claims for declaratory and/or injunctive relief that have been  
8 or could have been brought on behalf of the Certified Subclasses, as defined below, in the lawsuit  
9 captioned *Stacia Stiner, et al. v. Brookdale Senior Living Inc., et al.*, Case No. 4:17-cv-03962-  
10 HSG, in the United States District Court for the Northern District of California, Oakland Division.

11 **1. RECITALS**

12 1.1 On July 13, 2017, a lawsuit was filed in the United States District Court for the  
13 Northern District of California, Oakland Division, styled *Stacia Stiner, et al. v. Brookdale Senior*  
14 *Living Inc., et al.*, Case No. 4:17-cv-03962-HSG (the “Lawsuit”). The Lawsuit was brought by both  
15 the Class Plaintiffs and five other plaintiffs who are not a party to this Agreement (together with the  
16 Class Plaintiffs, the “*Stiner Plaintiffs*”).

17 1.2 The Lawsuit asserts a variety of class and individual claims against Defendants  
18 pertaining to Brookdale California Residential Care Facilities for the Elderly (“Brookdale RCFEs”). In  
19 particular, the Lawsuit asserts claims under the Americans with Disabilities Act of 1990 (42 U.S.C.  
20 §§ 12101 *et seq.*) (“ADA”), the Unruh Civil Rights Act (Cal. Civ. Code §§ 51 *et seq.*) (“Unruh Act”),  
21 the Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 *et seq.*) (“CLRA”), California’s Unfair  
22 Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et seq.*) (“UCL”), and California’s Elder  
23 Financial Abuse Act (Cal. Welf. & Inst. Code §§ 15610.30). Plaintiffs allege that Defendants violated  
24 the ADA and the Unruh Act by (1) failing to remove physical access barriers from Brookdale RCFEs  
25 that allegedly violate the applicable ADA accessibility standards and the California Building Code  
26 (“CBC”) (“Access Barrier Claims”), (2) refusing to reasonably modify policies and procedures related  
27 to transportation services (“Transportation Claims”), (3) refusing to reasonably modify policies and  
28 procedures related to emergency evacuation (“Emergency Evacuation Claims”), and (4) refusing to

1 reasonably modify policies and procedures related to staffing (“Staffing Discrimination Claims”)  
2 (collectively, the “Discrimination Claims”). Plaintiffs allege that Defendants violated the CLRA,  
3 UCL, and Elder Financial Abuse Act by making misleading statements and omissions pertaining to  
4 the determination and adequacy of staffing levels at Brookdale RCFEs (the “Staffing Claims”).

5 1.3 On October 27, 2023, Defendants filed their answer and affirmative defenses to the  
6 operative complaint. In the answer, Defendants denied any wrongdoing or liability and raised various  
7 affirmative defenses to the allegations asserted against them.

8 1.4 On August 18, 2021, Plaintiffs sought to certify their Discrimination and Staffing  
9 Claims on behalf of classes of residents at all Brookdale RCFEs under both Rule 23(b)(2) and Rule  
10 23(b)(3) of the Federal Rules of Civil Procedure (the “Rules”). On March 30, 2023, the Court certified  
11 a Rule 23(b)(2) subclass pertaining to the legality of a transportation policy known as the Fleet Safety  
12 Policy (the “FSP Subclass”). The Court denied certification of all other putative classes Plaintiffs  
13 sought to certify.

14 1.5 On February 9, 2024, Plaintiffs sought to certify their Access Barrier Claims on behalf  
15 of subclasses of residents at certain Brookdale RCFEs under both Rule 23(b)(2) and Rule 23(b)(3). On  
16 July 22, 2024, the Court certified three Rule 23(b)(2) subclasses pertaining to alleged physical access  
17 barriers at three Brookdale RCFEs (the “Access Barrier Subclasses,” and together with the FSP  
18 Subclass, the “Certified Subclasses”). These Brookdale RCFEs are known as Brookdale Brookhurst,  
19 Brookdale San Ramon, and Brookdale Scotts Valley (collectively, the “Certified Brookdale RCFEs”).  
20 The Court denied certification of all Rule 23(b)(3) subclasses Plaintiffs sought to certify.

21 1.6 On December 13, 2024, the Court granted in part Defendants’ motion for summary  
22 judgment. In particular, the Court granted summary judgment for Defendants as to the claims of the  
23 Access Barrier Subclasses pertaining to Brookdale San Ramon and Brookdale Scotts Valley. The  
24 Court also granted summary judgment for Defendants as to Plaintiffs’ individual claims and the  
25 claims of the Brookhurst Subclass under the Unruh Act for alleged violations of the CBC. The Court  
26 otherwise denied summary judgment for Defendants, including as to the remaining class claims on  
27 behalf of the Brookhurst Subclass, the class claims on behalf of the FSP Subclass, and the individual  
28 claims related to emergency evacuation and alleged violations of the ADA regarding alterations and

1 readily achievable access barrier removal.

2           1.7     All *Stiner* Plaintiffs continue to pursue individual claims for damages pertaining to the  
3 non-certified allegations, which include the Discrimination Claims and the Staffing Claims. The  
4 Plaintiffs who still reside at a Brookdale RCFE, namely Ms. Stiner at Brookdale San Ramon and Ms.  
5 Jestrabek-Hart at Brookdale Scotts Valley, also continue to pursue individual claims for injunctive  
6 relief at their respective Brookdale RCFEs pertaining to the non-certified allegations, which include  
7 the Access Barrier Claims for alterations and readily achievable barrier removal, the Emergency  
8 Evacuation Claims, the Staffing Discrimination Claims, the non-certified Transportation Claims, and  
9 the Staffing Claims. Collectively, the individual claims that Plaintiffs continue to pursue are referred  
10 to herein as the “Individual Claims.” The Class Plaintiffs also continue to pursue their class claims for  
11 injunctive relief, as asserted by the Certified Subclasses (the “Class Claims”).

12           1.8     On various dates, including October 15, 2024, January 7, 2025, January 16, 2025, and  
13 February 4, 2025, the Parties participated in formal settlement conferences mediated by Magistrate  
14 Judge Joseph C. Spero. The Parties thereafter reached a settlement in principle and executed a  
15 settlement term sheet (“Term Sheet”) on February 6, 2025 that identified the material terms of the  
16 settlement to which the Parties agreed in order to resolve all claims asserted in the Lawsuit, both as to  
17 the Class Claims and the Individual Claims. This Agreement identifies the terms and conditions  
18 pertaining to resolution of the Class Claims and supersedes the Term Sheet with respect to the Class  
19 Claims. This Agreement does not pertain to the resolution of the Individual Claims, which are the  
20 subject of a separate confidential agreement.

21           1.9     Counsel for the Certified Subclasses (“Class Counsel”) believes that the Lawsuit has  
22 significant merit and that the evidence developed supports the claims of the Certified Subclasses.  
23 Class Counsel recognizes and acknowledges, however, that prosecuting the claims of the Certified  
24 Subclasses through the completion of trial and appeals will involve considerable uncertainty, time, and  
25 expense. Class Counsel has therefore concluded that it is in the best interests of the Certified  
26 Subclasses that the claims of the Certified Subclasses be resolved on the terms and conditions set forth  
27 herein, which will provide the Certified Subclasses substantial benefit in light of the risks and  
28 uncertainties of continued litigation.

1 1.10 Defendants have always denied and continue to deny each allegation of liability,  
2 wrongdoing, and damages, and contend that they have substantial factual and legal defenses to all  
3 claims and allegations raised in the Lawsuit, including as to the claims of the Certified Subclasses.  
4 Defendants have always maintained, and continue to maintain, that they have acted in accordance with  
5 all applicable laws, rules, and regulations. Nonetheless, Defendants have concluded that because the  
6 continuation of the Lawsuit would be protracted, expensive, and uncertain, including as to the Class  
7 Claims, it is desirable that the Class Claims be fully and finally settled in the manner and upon the  
8 terms set forth in this Agreement.

9 **2. CLASS DEFINITIONS**

10 2.1 Consistent with the Court’s March 30, 2023 Order (ECF No. 593), the FSP Subclass is  
11 defined as follows:

12 All persons with disabilities who use wheelchairs, scooters, or other powered mobility  
13 aids and who reside or have resided at a Brookdale RCFE during the three years prior  
14 to the filing of the Complaint herein through the conclusion of this action, including  
15 their successors-in-interest if deceased, excluding any persons who are subject to  
16 arbitration.

17 2.2 Consistent with the Court’s July 22, 2024 Order (ECF No. 820), the Access Barrier  
18 Subclasses are each defined as follows:

19 All persons with disabilities who use wheelchairs, scooters, or other mobility aids or  
20 who have vision disabilities and who reside or have resided at [Brookdale Brookhurst,  
21 Brookdale San Ramon, and/or Brookdale Scotts Valley] during the three years prior to  
22 the filing of the Complaint herein through the conclusion of this action, including their  
23 successors-in-interest if deceased, excluding any persons who are subject to  
24 arbitration.

25 **3. CLASS COUNSEL**

26 3.1 The Certified Subclasses are represented by the following Class Counsel: Schneider  
27 Wallace Cottrell Konecky LLP; Rosen Bien Galvan & Grunfeld LLP; Stebner Gertler & Guadagni,  
28 P.C.; and Marks, Balette, Giessel & Young, P.L.L.C.

**4. INJUNCTIVE RELIEF FOR ACCESS BARRIER SUBCLASSES**

To resolve the Class Claims asserted by each of the Access Barrier Subclasses, the Parties  
agree to the following injunctive relief measures:

4.1 **Brookdale Brookhurst.** Defendants agree to bring the interior and exterior common

1 areas of Brookdale Brookhurst into compliance with the 2010 Americans with Disabilities Act  
2 Accessibility Standards (“2010 ADAS”). Defendants also agree to make the following counts of each  
3 type of resident units at Brookdale Brookhurst fully compliant with the 2010 ADAS, Section 223.3: 4  
4 studio units, 4 one-bedroom units, 1 large one-bedroom unit, and 1 one-bedroom two-bath unit.  
5 Defendants also agree to renovate an additional 3 studio units, 4 one-bedroom units, 1 large one-  
6 bedroom unit, and 1 one-bedroom two-bath unit to be compliant with the 2010 ADAS, Section 233,  
7 subject to any relevant exceptions for residential dwelling units set forth in the relevant 2010 ADAS  
8 provisions. All units being renovated pursuant to this Section shall provide a roll-in shower  
9 compartment that complies with the 2010 ADAS Section 608.2.2 or an alternate roll-in shower  
10 compartment that complies with the 2010 ADAS Section 608.2.3. If a resident or potential resident  
11 requires a 2010 ADAS, Section 223.3 compliant unit and no units of the type being considered by the  
12 resident or potential resident (*e.g.*, studio, one-bedroom, etc.) are available, Defendants, as long as  
13 they are operating the community, shall provide a 2010 ADAS, Section 223.3 compliant unit of the  
14 same type, either by renovating one of the 2010 ADAS, Section 233 units of the same type, if  
15 available, or by renovating any other vacant unit in Brookdale Brookhurst of the same type. For  
16 example, if a resident who requires a 2010 ADAS Section 223.3 compliant unit requests a studio and  
17 all four studios that have been made compliant with the 2010 ADAS Section 223.3 are occupied,  
18 Defendants will either renovate one of the three 2010 ADAS Section 233 studio units to be compliant  
19 with Section 223.3 or they will renovate another studio unit to be compliant with Section 223.3.

20           4.2     **Brookdale San Ramon.** Defendants agree to bring the interior and exterior common  
21 areas of Brookdale San Ramon into compliance with the 2010 ADAS. Defendants also agree to make at  
22 least the following counts of each type of resident unit at Brookdale San Ramon fully compliant with  
23 the 2010 ADAS, Section 223.3: 3 studio units, 3 one-bedroom units. All of the units being renovated  
24 pursuant to this section shall provide a roll-in shower compartment that complies with the 2010 ADAS  
25 Section 608.2.2 or an alternate roll-in shower compartment that complies with the 2010 ADAS Section  
26 608.2.3.

27           4.3     **Brookdale Scotts Valley.** Defendants agree to bring the interior and exterior common  
28 areas of Brookdale Scotts Valley into compliance with the 2010 ADAS. Defendants also agree to make

1 at least the following counts of each type of resident unit at Brookdale Scotts Valley fully compliant  
2 with the 2010 ADA, Section 223.3: 5 studio units, 5 one-bedroom units, 1 two-bedroom unit, 1  
3 combined-unit. All of the units being renovated pursuant to this section shall provide a roll-in shower  
4 compartment that complies with the 2010 ADAS Section 608.2.2 or an alternate roll-in shower  
5 compartment that complies with the 2010 ADAS Section 608.2.3.

6 4.4 Pursuant to applicable law, Defendants shall not require any resident who needs an  
7 accessible room to pay for the remediation set forth in this agreement. Defendants will not require any  
8 resident at any Certified Brookdale RCFE who needs a modification to their unit to accommodate his  
9 or her mobility and/or vision disability to pay for such modifications.

10 4.5 Pursuant to 28 C.F.R. § 36.406(a)(5)(ii), “[n]ewly constructed or altered facilities or  
11 elements covered by §§ 36.401 or 36.402 that were constructed or altered before March 15, 2012 and  
12 that do not comply with the 1991 Standards shall, on or after March 15, 2012, be made accessible in  
13 accordance with the 2010 Standards.” Elements of Brookdale Brookhurst, Brookdale San Ramon, or  
14 Brookdale Scotts Valley that comply with the 1991 Standards and have not been altered since March  
15 15, 2012 are not required to be brought into compliance with the 2010 Standards in accordance with  
16 28 C.F.R. § 36.406(a)(5)(ii).

17 4.6 Except as otherwise provided in Section 4.8 below, Defendants shall complete the  
18 access work specified in Sections 4.1, 4.2, and 4.3 within five years from the date the Court enters  
19 final approval of this Agreement.

20 4.7 Defendants shall make a good faith effort to prepare designs and plans of the access work  
21 set forth in Section 4.1, including the cost estimate for this work, no later than June 1, 2025.  
22 Defendants shall make a good faith effort to prepare designs and plans of the access work set forth in  
23 Sections 4.2 and 4.3, including the cost estimate for this work, within one year from the date the Court  
24 enters final approval of this Agreement.

25 4.8 Defendants shall complete remediation of all barriers presumed to be readily  
26 achievable in the U.S. Department of Justice’s Technical Assistance Manual within two years of the  
27 date the Court enters final approval of this Agreement.

28 4.9 The Parties shall negotiate and agree upon a certified/licensed architect with a CASp

1 certification (the “CASp Architect”) to oversee the work described in Sections 4.1, 4.2, and 4.3. If the  
2 Parties cannot agree on the CASp architect, one shall be appointed by the Court.

3 4.10 Prior to submitting plans to the local building department for approval, Defendants shall  
4 submit such plans to Class Counsel and to the mutually-agreed upon CASp Architect. Class Counsel  
5 shall submit all objections to the plans or designs thirty (30) days thereafter. Counsel for the Parties shall  
6 meet and confer regarding any objections. Class Counsel, accompanied by Defendants’ Counsel and the  
7 CASp Architect, may inspect the completion of the work set forth in Sections 4.1, 4.2, and 4.3. Any  
8 revisionary work required by the CASp Architect will be completed within a reasonable amount of time,  
9 as determined by the CASp Architect.

10 4.11 The deadlines and timeframes set forth in Sections 4.6, 4.7, and 4.8 are agreed to in  
11 good faith and are contingent on conditions outside the Parties’ control that may result in delaying the  
12 plans, designs, and/or ability to complete the alterations. These conditions may include, but are not  
13 limited to: (a) the failure of requisite third parties and governing authorities to approve of plans and  
14 designs and/or to issue the necessary permits; (b) Acts of God, including flood, fire, earthquake or  
15 explosion; (c) acts of war, invasion, terrorist threats or acts, riot or other civil unrest; (d) national or  
16 regional emergencies; (e) strikes, labor stoppages or slowdowns, or other industrial disturbances; (f)  
17 epidemic or pandemic; (g) shortage of adequate supplies and equipment; or (h) shortage of power or  
18 transportation facilities.

19 4.12 Any and all alterations set forth in Sections 4.1, 4.2, and 4.3 of the Agreement are  
20 conditioned on such alterations not diminishing the structural integrity of the respective Certified  
21 Brookdale RCFEs and otherwise not being structurally infeasible, as determined by the CASp  
22 Architect.

23 4.13 In addition to their obligations under sections 4.14, 4.15, and 4.16, Defendants will  
24 notify Class Counsel of any change in owner/licensee/lessee as it pertains to any of the Certified  
25 Brookdale RCFEs. In the event Defendants or their affiliates cease owning, managing, operating, or  
26 leasing any of the Certified Brookdale RCFEs, Defendants agrees to offer the subsequent owner,  
27 operator, manager, or lessor/lessee, as applicable, a capital expenditure credit in an amount that is  
28 equivalent to the amount necessary to complete any remaining work contemplated by Sections 4.1,

1 4.2, and 4.3. The capital expenditure credit will be based on the design, scope, and cost to perform or  
2 otherwise complete the respective work.

3 4.14 The Parties understand that Brookdale Brookhurst is a leased Brookdale RCFE and  
4 that Defendants do not have control over the status of the Brookdale Brookhurst lease. Defendants are  
5 engaged in good faith efforts, and will continue to engage in good faith efforts, to enter into an  
6 agreement with the landlord of Brookdale Brookhurst wherein the landlord agrees to either (a) commit  
7 to making the changes required by this Agreement, using the capital expenditure credit as referenced  
8 in Section 4.13, or (b) allow Defendants to oversee the completion of the work set forth in Section 4.1.  
9 Plaintiffs will be designated as a third-party beneficiary to this anticipated agreement, regardless of  
10 which option is chosen. However, if no agreement is reached by June 1, 2025, Defendants shall  
11 deposit the amount of the capital expenditure credit referenced in Section 4.13 in an interest-bearing  
12 escrow account under the jurisdiction of the Northern District of California no later than July 1, 2025.  
13 The funds in that account shall be used exclusively for the remediation described in Section 4.1,  
14 whether the work is performed by Defendants, the owner/landlord, or any other entity. If the work  
15 cannot be completed within five years of July 1, 2025 due to factors outside the Parties' control, the  
16 funds shall be returned to Defendants. If Defendants and the landlord reach an agreement after July 1,  
17 2025, but prior to the expiration of this five-year period, then the escrow funds will be returned to  
18 Defendants to be used to complete the remediation work referenced in Section 4.1.

19 4.15 Defendants agree to comply with the obligations set forth in Section 4.2 of this  
20 Agreement so long as Defendants or their affiliates continue to own, operate, or manage Brookdale  
21 San Ramon. If Defendants or their affiliates enter into a purchase agreement for the sale of Brookdale  
22 San Ramon prior to the completion of the work referenced in Sections 4.2, Defendants agree to either  
23 (a) complete the work referenced in Sections 4.2 prior to closure; (b) include in the purchase  
24 agreement a provision that the purchaser will complete the work required by Section 4.2 by the  
25 timeframes set forth herein, and Plaintiffs shall be made a third party beneficiary of this provision of  
26 the purchase agreement; or (c) include in the purchase agreement a provision that the purchaser will  
27 allow Defendants to complete the work referenced in Section 4.2 by the timeframes set forth herein,  
28 and Defendants will complete the work set forth in Section 4.2 during the timeframes set forth herein.

1 4.16 Defendants agree to comply with the obligations set forth in Section 4.3 of this  
2 Agreement so long as Defendants or their affiliates continue to own, operate, or manage Brookdale  
3 Scotts Valley. If Defendants or their affiliates enter into a purchase agreement for the sale of  
4 Brookdale Scotts Valley prior to the completion of the work referenced in Section 4.3, Defendants  
5 agree to either (a) complete the work referenced in Section 4.3 prior to closure; (b) include in the  
6 purchase agreement a provision that the purchaser will complete the work required by Section 4.3 by  
7 the timeframes set forth herein, , and Plaintiffs shall be made a third party beneficiary of this provision  
8 of the purchase agreement; or (c) include in the purchase agreement a provision that the purchaser will  
9 allow Defendants to complete the work referenced in Sections 4.3 by the timeframes set forth herein,  
10 and Defendants will complete the work set forth in Section 4.3 during the timeframes set forth herein.

11 **5. INJUNCTIVE RELIEF FOR FSP SUBCLASS**

12 To resolve the Class Claims asserted by the FSP Subclass, the Parties agree to the following  
13 injunctive relief measures:

14 5.1 Defendants agree that the current terms of the transportation policy known as the  
15 “Transporting Residents on Community Vehicles Policy” will remain in effect and will not be  
16 modified or altered in the future as it pertains to the provision permitting residents to remain on  
17 wheelchairs, scooters, or other powered mobility aids while being transported on a Brookdale RCFE  
18 vehicle (“Optional Transfer Provision”), consistent with the current language contained in the  
19 Transporting Residents on Community Vehicles Policy.

20 5.2 In the event applicable laws and/or regulations change such that the Optional Transfer  
21 Provision in the Transporting Residents on Community Vehicles Policy violates applicable laws  
22 and/or regulations, Defendants are expressly permitted to modify the terms of the Transporting  
23 Residents on Community Vehicles Policy in order to remain compliant with applicable laws and/or  
24 regulations.

25 **6. CLASS REPRESENTATIVE INCENTIVE AWARD**

26 6.1 Defendants agree to pay class representative incentive awards in the amount of no more  
27 than \$5,000 to each of the three Class Plaintiffs, each of whom is a class representative for one or  
28 more of the Certified Subclasses.

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**7. ATTORNEYS’ FEES, COSTS, AND EXPENSES**

7.1 The Parties agree that Class Counsel is entitled to their reasonable attorneys’ fees, costs, and expenses. Plaintiffs shall submit to the Court a motion for attorneys’ fees, costs, and expenses, and will seek no more than a total of \$14,500,000.00. Defendants will not oppose Plaintiffs’ motion.

**8. RELEASE OF CLAIMS**

8.1 Upon final approval of this Agreement, the Class Plaintiffs and the members of the Certified Subclasses, along with their predecessors, successors, attorneys, partners, heirs, executors, administrators, beneficiaries, representatives, agents, and assigns, shall be deemed to have, and by the operation of this Agreement, shall have full, finally, and forever released, relinquished, and discharged all Defendants and any and all of their current or former parents, affiliates, subsidiaries, predecessors, and successors, as well as any of their current or former officers, directors, trustees, overseers, employees, agents, attorneys, insurers, reinsurers, auditors, accountants, committees, fiduciaries, administrators, actuaries, representatives, retained experts, and natural person trustees, from all claims, liabilities, demands, causes of action, or lawsuits for declaratory and/or injunctive relief, arising out of or relating in any way or manner to the claims and allegations asserted or that could have been asserted in the Lawsuit based on the facts alleged in the complaints filed therein, including as to any appellate rights that Plaintiffs may have as to both the denial of class certification and the merits of the claims asserted in the Lawsuit as of the date of final approval of the Agreement. This release explicitly includes any rights to appeal the decisions rendered by the Court in the Lawsuit, including as to both class certification and the merits, except for the Court’s order on the motion for attorneys’ fees, costs and expenses. This release explicitly excludes: (1) 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 (2) claims based on a breach of this Agreement, the Individual Settlement Agreement, or the Stipulated Injunction (collectively, “Excluded Claims”). Nothing in this Agreement shall preclude any member of the Certified Subclasses from asserting any and all relevant allegations in support of any such Excluded Claim.

8.2 Upon the Effective Date without further action, with respect to all claims released

1 herein, the Class Plaintiffs and the members of the Certified Subclasses expressly waive and  
2 relinquish any and all provisions, rights, and benefits of Section 1542 of the California Civil Code,  
3 which provides: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR  
5 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM  
6 OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
7 DEBTOR OR RELEASED PARTY.”

8 8.3 Upon final approval of this Agreement, Defendants shall release the Class Plaintiffs and  
9 Class Counsel from any claims with respect to the prosecution of the Class Claims, and shall agree to  
10 waive any appellate rights, except for any appellate rights relating to the motion for attorneys’ fees,  
11 costs and expenses.

12 8.4 The releases set forth above are not intended to include the release of any rights or  
13 duties arising out of this Agreement, including as to the motion for attorneys’ fees, costs and expenses.

14 8.5 By executing this Agreement in conjunction with a separate agreement pertaining to  
15 the Individual Claims of the *Stiner* Plaintiffs, the Parties acknowledge that, upon the Court’s entry of  
16 the final approval order of this Agreement, the Lawsuit shall be dismissed with prejudice in its  
17 entirety, an order of dismissal with prejudice shall be entered, and all claims that have been or could  
18 have been asserted in the Lawsuit shall thereby be conclusively settled, compromised, satisfied, and  
19 released, except that the Court shall retain jurisdiction to enforce the terms of this Agreement,  
20 consistent with § 9.8, below.

21 **9. COURT APPROVAL AND CONTINUING JURISDICTION**

22 9.1 All aspects of this Agreement shall be subject to Court approval. The separate  
23 agreement between Defendants and the *Stiner* Plaintiffs pertaining to the Individual Claims shall not  
24 be subject to Court approval.

25 9.2 On March 17, 2025, and only after good faith consultation with counsel for  
26 Defendants, Class Counsel will present to the Court a motion for preliminary approval of this  
27 Agreement. Defendants shall not be a party to the motion, shall not oppose the motion, and shall  
28 cooperate in good faith with Plaintiffs as they take reasonable steps to secure expeditious entry by the

1 Court of the preliminary approval order.

2 9.3 As part of their motion for preliminary approval, Plaintiffs will submit an under-seal  
3 filing to the Court apprising the Court of the terms of the settlement between Defendants and the  
4 *Stiner* Plaintiffs pertaining to the Individual Claims. Plaintiffs otherwise agree to keep the existence  
5 and terms of the settlement of the Individual Claims confidential.

6 9.4 In connection with the motion for preliminary approval, the Parties shall request that  
7 the Court schedule and conduct a hearing, at which time it will consider whether this Agreement is  
8 fair, reasonable, and adequate. The Parties agree to support entry of final judgment. The Parties will  
9 reasonably cooperate with one another in seeking entry of the final judgment.

10 9.5 For purpose of this Agreement, Defendants shall not oppose the fact that the Court  
11 certified the Certified Subclasses under Rule 23(b)(2). However, in so doing, Defendants do not  
12 admit, concede, or posit that the Certified Subclasses were appropriately certified pursuant to Rule 23.  
13 Defendants have denied and continue to deny that the Certified Subclasses could be appropriately  
14 certified under Rule 23. Should the Court fail to approve this Agreement, either in its preliminary or  
15 final assessment, Defendants will maintain that the Certified Subclasses were not appropriately  
16 certified under Rule 23.

17 9.6 Plaintiffs will not request that the Court provide notice to the Certified Subclasses, nor  
18 will either party seek to retain a settlement administrator to implement the terms and provisions of this  
19 Agreement. In the event the Court requires that notice be provided to the Certified Subclasses to  
20 approve of this Agreement, the Parties agree to cooperate in good faith to identify the least  
21 burdensome and most efficient means of providing effective notice, and the Parties agree to meet and  
22 confer regarding responsibility for the notice costs. Plaintiffs will include this statement regarding  
23 notice in their Motion for Preliminary Approval:

24 The parties have agreed not to request notice to the Certified Subclasses. The parties note,  
25 however, that there is inconsistent authority regarding whether class notice is required in these  
26 circumstances, including from this Court. *See, e.g., Ang v. Bimbo Bakeries USA, Inc.*, No. 13-  
27 cv-01196-HSG, 2020 WL 2091801, at \*3 (N.D. Cal. Mar. 31, 2020); *Guttman v. Ole Mexican*  
28 *Foods, Inc.*, No. 14-cv-04845-HSG, 2016 WL 9107426, at \*2 (N.D. Cal. Aug. 1, 2016); *but*







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**14. NON-RETALIATION**

14.1 The Parties mutually agree not to retaliate against each other on account of their participation in the Lawsuit or on account of having aided or encouraged other residents to participate in the Lawsuit.

**15. FORCE MAJEURE**

15.1 The Parties agree that the following events could prevent, limit, or delay Defendants’ ability to meet the obligations set forth in this Agreement: (a) Defendants becomes insolvent or file for bankruptcy, (b) any change in applicable laws, rules, or regulations, or any order California’s Department of Social Services or other governing body/enforcement agency, that conflicts with a provision of this Agreement, (c) any Brookdale RCFE that is the subject of this Agreement ceases being licensed as an RCFE, whether because the RCFE license is revoked or otherwise, or (d) events outside the Parties’ control, including, but not limited to, (1) Act of God, including flood, fire, earthquake or explosion; (2) acts of war, invasion, terrorist threats or acts, riot or other civil unrest; (3) national or regional emergency; (4) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (5) epidemic or pandemic. In such circumstances, Defendants’ obligations under this Agreement will be limited with respect to the affected Brookdale RCFE the extent that the event necessitates such a limitation.

**16. MISCELLANEOUS PROVISIONS**

16.1 The Parties shall use their best efforts to effectuate this Agreement, including cooperating to resolve questions concerning the Agreement, in the drafting of preliminary approval documents, and in securing the prompt, complete, and final dismissal with prejudice of the Lawsuit.

16.2 The Class Plaintiffs warrant that they have not assigned or transferred to any person any portion of any of the claims that are released, waived, and discharged by this Agreement.

16.3 The Agreement may not be modified or amended, nor may any of its provisions be waived, except in writing signed by all signatories hereto or their successors-in-interest.

16.4 The waiver of one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

16.5 This Agreement may be executed by DocuSign or other electronic document signature

1 software, or by exchange of executed signature pages by facsimile or Portable Document Format  
2 (“PDF”) as an electronic mail attachment, and any signature transmitted by facsimile or PDF via  
3 electronic mail for the purpose of executing this Agreement shall be deemed as an original signature  
4 for purposes of this Agreement. All executed counterparts and each of them shall be deemed to be  
5 one and the same instrument if counsel for the signatories of this Agreement shall exchange among  
6 themselves original signed counterparts within ten (10) days of their signing the Agreement.

7 16.6 This Agreement shall be binding upon, and inure to the benefit of, the successors and  
8 assigns of the Parties hereto, except to the extent otherwise specifically stated in this Agreement.

9 16.7 None of the Parties hereto shall be deemed the drafter of this Agreement or any  
10 provisions herein for the purpose of any statute, case law, or rule of interpretation or construction that  
11 would or might cause any provisions to be construed against the drafter thereof.

12 16.8 The Agreement shall be interpreted in accordance with California law and the Parties  
13 hereby submit to the jurisdiction of the United States District Court for the Northern District of  
14 California for the purposes of enforcing the Agreement.

15 16.9 Each of the undersigned attorneys represents that he or she is fully authorized to enter  
16 into the terms and conditions of, and to execute, this Agreement on behalf of his or her respective  
17 clients, subject to Court approval.

18 16.10 All representations, warranties, and covenants set forth in this Agreement shall be  
19 deemed continuing and shall survive the final approval and the termination or expiration of this  
20 Agreement.

21 16.11 Any notice, demand, or other communication under this Agreement shall be made in  
22 writing and shall be provided through formal service of process as follows:

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| <p><b>IF TO PLAINTIFFS:</b></p> <p>Rosen Bien Galvan &amp; Grunfeld LLP<br/>101 Mission Street, 6<sup>th</sup> Floor<br/>San Francisco, California 94105</p> <p>Schneider Wallace Cottrell Konecky<br/>LLP<br/>2000 Powell Street, Suite 1400<br/>Emeryville, California 94608</p> <p>Stebner Gertler &amp; Guadagni<br/>870 Market Street, Suite 1285<br/>San Francisco, California 94102</p> | <p><b>IF TO DEFENDANTS:</b></p> <p>Brookdale Senior Living Inc.<br/>C/O General Counsel<br/>105 Westwood Place<br/>Suite 400, Brentwood,<br/>Tennessee 37027</p> |
|--|--|

Any Party may change the address at which it is to receive notice by notice delivered to the other Parties in the manner described above.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth below.

**For Plaintiffs:**

**For Defendants:**

SCHNEIDER WALLACE  
COTTRELL KONECKY LLP

BROOKDALE SENIOR LIVING INC. &  
BROOKDALE SENIOR LIVING  
COMMUNITIES, INC.

DocuSigned by:  
*Guy Wallace* 3/15/2025  
By: \_\_\_\_\_  
Guy B. Wallace

Signed by:  
*Tom Goodwin* 3/16/2025  
By: \_\_\_\_\_  
Thomas G. Goodwin  
VP of Litigation

ROSEN BIEN  
GALVAN & GRUNFELD LLP

MOORE & LEE, P.C.

Signed by:  
*Guy Grunfeld* 3/15/2025  
By: \_\_\_\_\_  
Guy Grunfeld

Signed by:  
*Erica Rutner* 3/15/2025  
By: \_\_\_\_\_  
Erica Rutner

STEBNER GERTLER & GUADAGNI, P.C.

Signed by:  
*Kathryn A. Stebner* 3/14/2025  
By: \_\_\_\_\_  
Kathryn A. Stebner

MARKS, BALETTE, GIESSEL  
& YOUNG, P.L.L.C.

DocuSigned by:  
*David Marks* 3/16/2025  
By: \_\_\_\_\_  
David E. Marks

DocuSigned by:  
*Bernie Jestrabek-Hart* 3/15/2025

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1 Bernie Jestrabek-Hart

Signed by:  
*Jeanette Algarme* 3/15/2025

Jeanette Algarme

Signed by:  
*Stacia Stiner* 3/15/2025

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5 Stacia Stiner

DocuSigned by:  
*Rita Stiner* 3/15/2025

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6 Rita Stiner, as Power of Attorney for  
7 Stacia Stiner

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# **Exhibit B**

1 Guy B. Wallace – 176151  
 Mark T. Johnson – 76904  
 2 Jennifer U. Bybee – 302212  
 Travis C. Close – 308673  
 3 Rachel L. Steyer – 330064  
**SCHNEIDER WALLACE**  
**COTTRELL KONECKY LLP**  
 4 2000 Powell Street, Suite 1400  
 Emeryville, California 94608-1863  
 5 Telephone: (415) 421-7100  
 Facsimile: (415) 421-7105  
 6 Email: gwallace@schneiderwallace.com  
 mjohnson@schneiderwallace.com  
 7 juhrowczik@schneiderwallace.com  
 tclose@schneiderwallace.com  
 8 rsteyer@schneiderwallace.com

Gay Crosthwait Grunfeld – 121944  
 Jenny S. Yelin – 273601  
 Adrienne Spiegel – 330482  
 Maya Campbell – 345180  
**ROSEN BIEN**  
**GALVAN & GRUNFELD LLP**  
 101 Mission Street, Sixth Floor  
 San Francisco, California 94105-1738  
 Telephone: (415) 433-6830  
 Facsimile: (415) 433-7104  
 Email: ggrunfeld@rbgg.com  
 jyelin@rbgg.com  
 aspiegel@rbgg.com  
 mcampbell@rbgg.com

9 Kathryn A. Stebner – 121088  
 10 Brian S. Umpierre – 236399  
**STEBNER GERTLER & GUADAGNI**  
**A Professional Law Corporation**  
 870 Market Street, Suite 1285  
 11 San Francisco, California 94102-2918  
 Telephone: (415) 362-9800  
 12 Facsimile: (415) 362-9801  
 13 Email: kathryn@sgg-lawfirm.com  
 14 brian@sgg-lawfirm.com

David T. Marks – *pro hac vice*  
**MARKS, BALETTE, GIESSEL**  
**& YOUNG, P.L.L.C.**  
 7521 Westview Drive  
 Houston, Texas 77055  
 Telephone: (713) 681-3070  
 Facsimile: (713) 681-2811  
 Email: davidm@marksfirm.com

15 Attorneys for Plaintiffs and the Certified Subclasses  
 (additional counsel on next page)

16 UNITED STATES DISTRICT COURT

17 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

18 STACIA STINER; RALPH CARLSON, in his  
 19 capacity as Trustee of the Beverly E. Carlson and  
 Helen V. Carlson Joint Trust; LORESIA  
 20 VALLETTE, in her capacity as representative of  
 the Lawrence Quinlan Trust; MICHELE LYTLE,  
 21 in her capacity as Trustee of the Boris Family  
 Revocable Trust; RALPH SCHMIDT, by and  
 22 through his Guardian Ad Litem, HEATHER  
 FISHER; PATRICIA LINDSTROM, as successor-  
 23 in-interest to the Estate of ARTHUR  
 LINDSTROM; BERNIE JESTRABEK-HART;  
 24 and JEANETTE ALGARME; on their own  
 behalves and on behalf of others similarly situated,

25 Plaintiffs,

26 v.

27 BROOKDALE SENIOR LIVING, INC.;  
 BROOKDALE SENIOR LIVING  
 28 COMMUNITIES, INC.; and DOES 1 through 100,  
 Defendants.

Case No. 4:17-cv-03962-HSG (LB)

**STIPULATED INJUNCTION AND ORDER**

Judge: Hon. Haywood S. Gilliam, Jr.

1 Erica Rutner (SBN 344880)  
e.rutner@mooreandlee.com  
2 John A. Bertino (VBN 93393) (Pro Hac Vice)  
j.bertino@mooreandlee.com  
3 **MOORE & LEE, P.C.**  
110 SE 6th Street, Suite 1980  
4 Fort Lauderdale, Florida 33301  
Telephone: (703) 940-3763  
5 Facsimile: (703) 506-2051

6 Michael D. Jacobsen (IL SBN 6303584) (Pro  
Hac Vice)  
7 mjacobsen@seyfarth.com  
**SEYFARTH SHAW LLP**  
8 233 South Wacker Drive, Suite 8000  
Chicago, Illinois 60606-6448  
9 Telephone: (312) 460-5000  
Facsimile: (312) 460-7000

10 Justin T. Curley (SBN 233287)  
11 jcurley@seyfarth.com  
**SEYFARTH SHAW LLP**  
12 560 Mission Street, 31st Floor  
Sacramento, California 94105  
13 Telephone: (415) 397-2823  
Facsimile: (415) 397-8549

14 Attorneys for Defendants  
15 BROOKDALE SENIOR LIVING INC.  
and BROOKDALE SENIOR LIVING  
16 COMMUNITIES, INC.

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1 This injunction (“Injunction”) is entered into and shall be enforceable against Brookdale  
2 Senior Living, Inc. and Brookdale Senior Living Communities, Inc. (collectively, “Brookdale” or  
3 “Defendants”).

4 As referenced herein, the term “Certified Brookdale RCFEs” means the following  
5 residential care facilities for the elderly (“RCFEs”) that are owned, operated, or managed by  
6 Brookdale: Brookdale Brookhurst, Brookdale Scotts Valley, and Brookdale San Ramon.

7 This Court has jurisdiction over the Parties and the claims asserted by the Plaintiffs in this  
8 action. Within thirty (30) days of the date the Court grants final approval of the Parties’ Class  
9 Action Settlement Agreement (“Class Agreement”) in this action, Brookdale shall begin  
10 implementing the following injunctive relief, except where a different timeframe is required by the  
11 Class Agreement:

12 **ACCESS BARRIER CLAIMS**

13 1. **Brookdale Brookhurst.** Defendants agree to bring the interior and exterior  
14 common areas of Brookdale Brookhurst into compliance with the 2010 Americans with  
15 Disabilities Act Accessibility Standards (“2010 ADAS”). Defendants also agree to make the  
16 following counts of each type of resident units at Brookdale Brookhurst fully compliant with the  
17 2010 ADAS, Section 223.3: 4 studio units, 4 one-bedroom units, 1 large one-bedroom unit, and 1  
18 one-bedroom two-bath unit. Defendants also agree to renovate an additional 3 studio units, 4 one-  
19 bedroom units, 1 large one-bedroom unit, and 1 one-bedroom two-bath unit to be compliant with  
20 the 2010 ADAS, Section 233, subject to any relevant exceptions for residential dwelling units set  
21 forth in the relevant 2010 ADAS provisions. All units being renovated pursuant to this Section  
22 shall provide a roll-in shower compartment that complies with the 2010 ADAS Section 608.2.2 or  
23 an alternate roll-in shower compartment that complies with the 2010 ADAS Section 608.2.3. If a  
24 resident or potential resident requires a 2010 ADAS, Section 223.3 compliant unit and no units of  
25 the type being considered by the resident or potential resident (*e.g.*, studio, one-bedroom, etc.) are  
26 available, Defendants, as long as they are operating the community, shall provide a 2010 ADAS,  
27 Section 223.3 compliant unit of the same type, either by renovating one of the 2010 ADAS,  
28 Section 233 units of the same type, if available, or by renovating any other vacant unit in

1 Brookdale Brookhurst of the same type. For example, if a resident who requires a 2010 ADAS  
2 Section 223.3 compliant unit requests a studio and all four studios that have been made compliant  
3 with the 2010 ADAS Section 223.3 are occupied, Defendants will either renovate one of the three  
4 2010 ADAS Section 233 studio units to be compliant with Section 223.3 or they will renovate  
5 another studio unit to be compliant with Section 223.3.

6       2.       **Brookdale San Ramon.** Defendants agree to bring the interior and exterior common  
7 areas of Brookdale San Ramon into compliance with the 2010 ADAS. Defendants also agree to  
8 make at least the following counts of each type of resident unit at Brookdale San Ramon fully  
9 compliant with the 2010 ADAS, Section 223.3: 3 studio units, 3 one-bedroom units. All of the units  
10 being renovated pursuant to this section shall provide a roll-in shower compartment that complies  
11 with the 2010 ADAS Section 608.2.2 or an alternate roll-in shower compartment that complies with  
12 the 2010 ADAS Section 608.2.3. Plaintiff Stacia Stiner shall be offered one of the studio units in  
13 the Brookdale San Ramon RCFE that Defendants have agreed to renovate to be compliant with  
14 2010 ADAS, Section 223.3, and she will be charged the same basic services rate for this renovated  
15 unit as she would owe for her current unit as of the date she moves into the renovated unit.

16       3.       **Brookdale Scotts Valley.** Defendants agree to bring the interior and exterior  
17 common areas of Brookdale Scotts Valley into compliance with the 2010 ADAS. Defendants also  
18 agree to make at least the following counts of each type of resident unit at Brookdale Scotts Valley  
19 fully compliant with the 2010 ADA, Section 223.3: 5 studio units, 5 one-bedroom units, 1 two-  
20 bedroom unit, 1 combined-unit. All of the units being renovated pursuant to this section shall provide  
21 a roll-in shower compartment that complies with the 2010 ADAS Section 608.2.2 or an alternate  
22 roll-in shower compartment that complies with the 2010 ADAS Section 608.2.3. Plaintiff Bernie  
23 Jestrabek-Hart shall be offered one of the 2010 ADAS Section 223.3 renovated units at the Brookdale  
24 Scotts Valley RCFE that is either of like-type to her current unit or smaller than her current unit (*e.g.*, a  
25 studio unit), depending on preference and availability. Defendants will charge Plaintiff Bernie  
26 Jestrabek-Hart the same basic services rate for this renovated unit as she would owe for her current  
27 unit as of the date she moves into the renovated unit or, if she selected a smaller unit, the market  
28 rate for such unit.

1           4. Pursuant to applicable law, Defendants shall not require any resident who needs an  
2 accessible room to pay for the remediation set forth in this Injunction. Defendants will not require  
3 any resident at any Certified Brookdale RCFE who needs a modification to their unit to  
4 accommodate his or her mobility and/or vision disability to pay for such modifications.

5           5. Pursuant to 28 C.F.R. § 36.406(a)(5)(ii), “[n]ewly constructed or altered facilities  
6 or elements covered by §§ 36.401 or 36.402 that were constructed or altered before March 15,  
7 2012 and that do not comply with the 1991 Standards shall, on or after March 15, 2012, be made  
8 accessible in accordance with the 2010 Standards.” Elements of Brookdale Brookhurst, Brookdale  
9 San Ramon, or Brookdale Scotts Valley that comply with the 1991 Standards and have not been  
10 altered since March 15, 2012 are not required to be brought into compliance with the 2010  
11 Standards in accordance with 28 C.F.R. § 36.406(a)(5)(ii).

12           6. Except as otherwise provided in Section 8 below, Defendants shall complete the  
13 access work specified in Sections 1, 2, and 3 within five years from the date the Court enters final  
14 approval of this Injunction.

15           7. Defendants shall make a good faith effort to prepare designs and plans of the access  
16 work set forth in Section 1, including the cost estimate for this work, no later than June 1, 2025.  
17 Defendants shall make a good faith effort to prepare designs and plans of the access work set forth in  
18 Sections 2 and 3, including the cost estimate for this work, within one year from the date the Court  
19 enters final approval of this Injunction.

20           8. Defendants shall complete remediation of all barriers presumed to be readily  
21 achievable in the U.S. Department of Justice’s Technical Assistance Manual within two years of  
22 the date the Court enters final approval of this Injunction.

23           9. The Parties shall negotiate and agree upon a certified/licensed architect with a  
24 CASp certification (the “CASp Architect”) to oversee the work described in Sections 1, 2, and 3.  
25 If the Parties cannot agree on the CASp architect, one shall be appointed by the Court.

26           10. Prior to submitting plans to the local building department for approval, Defendants  
27 shall submit such plans to Class Counsel and to the mutually-agreed upon CASp Architect. Class  
28 Counsel shall submit all objections to the plans or designs thirty (30) days thereafter. Counsel for the

1 Parties shall meet and confer regarding any objections. Class Counsel, accompanied by Defendants’  
2 Counsel and the CASp Architect, may inspect the completion of the work set forth in Sections 1,  
3 2, and 3. Any revisionary work required by the CASp Architect will be completed within a  
4 reasonable amount of time, as determined by the CASp Architect.

5 11. The deadlines and timeframes set forth in Sections 6, 7, and 8 are agreed to in good  
6 faith and are contingent on conditions outside the Parties’ control that may result in delaying the  
7 plans, designs, and/or ability to complete the alterations. These conditions may include, but are not  
8 limited to: (a) the failure of requisite third parties and governing authorities to approve of plans  
9 and designs and/or to issue the necessary permits; (b) Acts of God, including flood, fire,  
10 earthquake or explosion; (c) acts of war, invasion, terrorist threats or acts, riot or other civil unrest;  
11 (d) national or regional emergencies; (e) strikes, labor stoppages or slowdowns, or other industrial  
12 disturbances; (f) epidemic or pandemic; (g) shortage of adequate supplies and equipment; or (h)  
13 shortage of power or transportation facilities.

14 12. Any and all alterations set forth in Sections 1, 2, and 3 of the Injunction are  
15 conditioned on such alterations not diminishing the structural integrity of the respective Certified  
16 Brookdale RCFEs and otherwise not being structurally infeasible, as determined by the CASp  
17 Architect.

18 13. In addition to their obligations under sections 14, 15, and 16, Defendants will  
19 notify Class Counsel of any change in owner/licensee/lessee as it pertains to any of the Certified  
20 Brookdale RCFEs. In the event Defendants or their affiliates cease owning, managing, operating,  
21 or leasing any of the Certified Brookdale RCFEs, Defendants agrees to offer the subsequent owner,  
22 operator, manager, or lessor/lessee, as applicable, a capital expenditure credit in an amount that is  
23 equivalent to the amount necessary to complete any remaining work contemplated by Sections 1,  
24 2, and 3. The capital expenditure credit will be based on the design, scope, and cost to perform or  
25 otherwise complete the respective work.

26 14. The Parties understand that Brookdale Brookhurst is a leased Brookdale RCFE and  
27 that Defendants do not have control over the status of the Brookdale Brookhurst lease. Defendants  
28 are engaged in good faith efforts, and will continue to engage in good faith efforts, to enter into an

1 agreement with the landlord of Brookdale Brookhurst wherein the landlord agrees to either (a)  
2 commit to making the changes required by this Injunction, using the capital expenditure credit as  
3 referenced in Section 13, or (b) allow Defendants to oversee the completion of the work set forth  
4 in Section 1. Plaintiffs will be designated as a third-party beneficiary to this anticipated agreement,  
5 regardless of which option is chosen. However, if no agreement is reached by June 1, 2025,  
6 Defendants shall deposit the amount of the capital expenditure credit referenced in Section 13 in  
7 an interest-bearing escrow account under the jurisdiction of the Northern District of California no  
8 later than July 1, 2025. The funds in that account shall be used exclusively for the remediation  
9 described in Section 1, whether the work is performed by Defendants, the owner/landlord, or any  
10 other entity. If the work cannot be completed within five years of July 1, 2025 due to factors  
11 outside the Parties' control, the funds shall be returned to Defendants. If Defendants and the  
12 landlord reach an agreement after July 1, 2025, but prior to the expiration of this five-year period,  
13 then the escrow funds will be returned to Defendants to be used to complete the remediation work  
14 referenced in Section 1.

15           15. Defendants agree to comply with the obligations set forth in Section 2 of this  
16 Injunction so long as Defendants or their affiliates continue to own, operate, or manage Brookdale  
17 San Ramon. If Defendants or their affiliates enter into a purchase agreement for the sale of  
18 Brookdale San Ramon prior to the completion of the work referenced in Sections 2, Defendants  
19 agree to either (a) complete the work referenced in Sections 2 prior to closure; (b) include in the  
20 purchase agreement a provision that the purchaser will complete the work required by Section 2  
21 by the timeframes set forth herein, and Plaintiffs shall be made a third party beneficiary of this  
22 provision of the purchase agreement; or (c) include in the purchase agreement a provision that the  
23 purchaser will allow Defendants to complete the work referenced in Section 2 by the timeframes  
24 set forth herein, and Defendants will complete the work set forth in Section 2 during the  
25 timeframes set forth herein.

26           16. Defendants agree to comply with the obligations set forth in Section 3 of this  
27 Injunction so long as Defendants or their affiliates continue to own, operate, or manage Brookdale  
28 Scotts Valley. If Defendants or their affiliates enter into a purchase agreement for the sale of

1 Brookdale Scotts Valley prior to the completion of the work referenced in Section 3, Defendants  
2 agree to either (a) complete the work referenced in Section 3 prior to closure; (b) include in the  
3 purchase agreement a provision that the purchaser will complete the work required by Section 3  
4 by the timeframes set forth herein, , and Plaintiffs shall be made a third party beneficiary of this  
5 provision of the purchase agreement; or (c) include in the purchase agreement a provision that the  
6 purchaser will allow Defendants to complete the work referenced in Sections 3 by the timeframes  
7 set forth herein, and Defendants will complete the work set forth in Section 3 during the  
8 timeframes set forth herein.

9 **TRANSPORTATION CLAIMS**

10 17. Defendants agree that the current terms of the transportation policy known as the  
11 “Transporting Residents on Community Vehicles Policy” will remain in effect and will not be  
12 modified or altered in the future as it pertains to the provision permitting residents to remain on  
13 wheelchairs, scooters, or other powered mobility aids while being transported on a Brookdale  
14 RCFE vehicle (“Optional Transfer Provision”), consistent with the current language contained in  
15 the Transporting Residents on Community Vehicles Policy.

16 18. In the event applicable laws and/or regulations change such that the Optional  
17 Transfer Provision in the Transporting Residents on Community Vehicles Policy violates  
18 applicable laws and/or regulations, Defendants are expressly permitted to modify the terms of the  
19 Transporting Residents on Community Vehicles Policy in order to remain compliant with  
20 applicable laws and/or regulations.

21 **EMERGENCY EVACUATION CLAIMS**

22 19. To the extent not already included in the respective emergency evacuation plans for  
23 Brookdale San Ramon and Brookdale Scotts Valley, Defendants will incorporate the following  
24 elements in the emergency evacuation plans for these respective Brookdale RCFEs:

25 a. All of the elements required by Cal. Health & Safety Code § 1569.695, as  
26 provided for in the 2019 version of the LIC 610E form;

27 b. Identification of assembly areas at the respective Brookdale RCFEs that are  
28 accessible to persons with mobility and/or vision disabilities within the meaning of the 2010  
2008777

1 ADAS, which will be communicated to staff and residents;

2 c. Contracting with transportation services that are able to deploy, to the  
3 extent available at the time of the subject evacuation, vehicles with the capacity to carry the  
4 required mobility devices for residents at the respective Brookdale RCFEs, to be available at the  
5 relocation site;

6 d. Possessing equipment and fuel sufficient for the respective Brookdale  
7 RCFEs to be self-reliant in their provision of services to residents, including residents with  
8 disabilities, for a period not less than 72 hours during a power outage;

9 e. Providing 24-hour notice to residents at the respective Brookdale RCFEs of  
10 all emergency drills being conducted, which expressly communicate the opportunity for (but do  
11 not require) resident participation in such drills;

12 f. Conducting a quarterly discussion at the respective Brookdale RCFE  
13 Resident and Family Council meetings to explain the emergency procedures, obtain participant  
14 feedback and, where possible, incorporate this feedback into future planning;

15 g. Maintaining a database of each resident's evacuation ability at the  
16 respective Brookdale RCFEs, including the type of mobility device used, the unit/floor of  
17 residence, and the identification of other known disabilities that may affect a resident's evacuation  
18 ability, which is to be reviewed semi-annually and updated based on a change in resident  
19 needs; and

20 h. Requiring that, at least once a year, an authorized and designated Brookdale  
21 RCFE employee signs a statement, which Defendants will maintain, that the respective Brookdale  
22 RCFE stairwell contains a working evacuation chair in the appropriate location and that staff have  
23 been trained on the use of such evacuation chairs.

24 **STAFFING DISCRIMINATION CLAIMS & STAFFING CLAIMS**

25 20. Defendants will instruct all sales personnel and Executive Directors at Brookdale  
26 Scotts Valley and Brookdale San Ramon to refrain from making any oral or written statements to  
27 current or prospective residents (and, if applicable, family members or representatives of current  
28 or prospective residents) that: (a) resident assessments are the only factor used to determine, set, or

1 monitor staffing levels at these respective Brookdale RCFEs, and (b) these respective Brookdale  
2 RCFEs adjust staffing levels whenever a new resident is admitted or an existing resident's needs  
3 change.

4 21. Defendants will continue to include the following language in the version of the  
5 California Residency Agreement currently approved by the California Department of Social  
6 Services:

7 The care and services provided to you are based on your  
8 health assessment and Personal Service Plan. The Personal  
9 Service Plan is specific to the care and services provided to  
10 Resident is not related to the care and services collectively  
11 provided to other residents in the Community. We do not  
12 make any express or implied warranties or representations  
13 with regard to the care, services, and staffing offered, and  
14 any such warranties and representations are expressly  
15 disclaimed. We will make good faith efforts to provide the  
16 care and services as indicated in your Personal Service Plan.  
17 However, due to unforeseen circumstances, your care and  
18 services may be provided at a different time or in a different  
19 manner than indicated in your Personal Service Plan. You  
20 further understand that any change in your Personal Service  
21 Plan may not result in a change in the level of staff providing  
22 care and services at the Community.

23 22. In setting staffing levels, personnel at Brookdale San Ramon and Brookdale Scotts  
24 Valley will continue to consider and apply a reasonable determination of the staffing hours  
25 reasonably required to perform the care tasks needed by the residents, as determined by the  
26 assessment procedures, the experience and/or education of the staff, the ability of staff to perform  
27 various tasks in parallel, the physical layout of the facility, and the reasonable discretion of the  
28 Executive Director and/or department coordinators to ensure the appropriate amount of staff

1 Personnel at Brookdale San Ramon and Brookdale Scotts Valley will continue internal  
2 monitoring procedures related to the above-referenced staffing levels.

3 23. On a semi-annual basis beginning six months after the entry of this Injunction, and  
4 for a period of two years thereafter, Defendants will provide Plaintiffs' Counsel with an attestation  
5 from the respective Executive Director or designee at Brookdale San Ramon and Brookdale Scotts  
6 Valley verifying that staffing was provided at a level consistent with the respective Brookdale  
7 RCFE's reasonable determinations of the staffing hours for personnel who provide direct care to  
8 residents ("Care Staff"). This attestation shall also include the following information: (a) a  
9 statement that the Executive Director or designee reviewed benchmarks, census, and actual  
10 staffing data for the Care Staff at the respective Brookdale RCFE, including but not limited to  
11 agency staffing, (b) identification of the source from which the staffing information came (*e.g.*,  
12 punch detail or other payroll data), (c) whether the total staffing hours at the respective Brookdale  
13 RCFE were below the Service Alignment benchmarks for Care Staff, for each month in the quarter  
14 preceding the submission of the report, and (d) if the total staffing hours were below the Service  
15 Alignment benchmarks for the Care Staff during any particular month in that quarter, an  
16 explanation as to why. In the event Plaintiffs have concerns with the explanation of why staffing  
17 levels were below the benchmarks during the quarter, the Parties shall meet and confer to discuss  
18 same.

19 24. The Parties expressly understand and agree that any information provided pursuant  
20 to Section 23 and/or exchanged in the meet and confer process shall remain confidential and shall  
21 be used only for the purpose of enforcing the meet and confer and reporting provisions set forth in  
22 Section 23 and not for any other purpose, including in connection with any future litigation. If  
23 either Party contends the other Party is not meeting and conferring in good faith under Section 23,  
24 that Party may seek court enforcement limited to the meet and confer and/or reporting obligations  
25 under Section 23.

26 **OTHER PROVISIONS**

27 25. Nothing stated in this Injunction shall relieve Brookdale from complying with any  
28 other applicable federal or state law or regulation.



1 IT IS SO STIPULATED.

2 DATED: March 17, 2025

Respectfully submitted,

3 SCHNEIDER WALLACE COTTRELL KONECKY LLP

4  
5 By: /s/ Guy B. Wallace

Guy B. Wallace

6  
7 Attorneys for Plaintiffs and the Certified Subclasses

8  
9 DATED: March 17, 2025

ROSEN BIEN GALVAN & GRUNFELD LLP

10 By: /s/ Gay Crosthwait Grunfeld

Gay Crosthwait Grunfeld

11  
12 Attorneys for Plaintiffs and the Certified Subclasses

13  
14 DATED: March 17, 2025

STEBNER GERTLER & GUADAGNI

15  
16 By: /s/ Kathryn A. Stebner

Kathryn A. Stebner

17  
18 Attorneys for Plaintiffs and the Certified Subclasses

19 DATED: March 17, 2025

MARKS, BALETTE, GIESSEL  
& YOUNG, P.L.L.C.

20  
21 /s/ David T. Marks

David T. Marks

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23 Attorneys for Plaintiffs and the Certified Subclasses

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DATED: March 17, 2025

MOORE & LEE, P.C.

By: */s/ Erica Rutner*

Erica Rutner

Attorneys for Defendants BROOKDALE SENIOR LIVING, INC. and BROOKDALE SENIOR LIVING COMMUNITIES, INC.

IT IS SO ORDERED, ADJUDGED AND DECREED.

DATED: \_\_\_\_\_, 2025

\_\_\_\_\_  
Honorable Haywood S. Gilliam, Jr.