

EXHIBIT 1

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

MEGHAN BRIGHT, as Curator of the
Estate of LEONARD FOOTE, and PAUL PLATTE,
as Personal Representative of the Estate of DAVID
G. ADAMS, on their own behalf
and all others similarly situated,

Plaintiffs,

v.

BROOKDALE SENIOR LIVING INC.,

Defendant.

Case No. 3:19-cv-00374

Consolidated with
Case No. 3:20-cv-00353

District Judge Campbell
Magistrate Judge Holmes

Estate of GEORGE GUNZA, by and through its
Administrator STEVEN B. FOX,
and MARK JEFFREY HARRIS, as Executor of the
Estate of HATTIE JEANNETTE WRIGHT
SMITH, on his own behalf and all others
similarly situated,

Plaintiffs,

v.

BROOKDALE SENIOR LIVING INC.,

Defendant.

STIPULATION AND CLASS ACTION SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED, by, between, and among (1) Meghan Bright, as Curator of the Estate of Leonard Foote, (2) Paul Platte, as Personal Representative of the Estate of David G. Adams, (3) the Estate of George Gunza, by and through its Administrator Steven B. Fox, and (4) Mark Jeffrey Harris, as Executor of the Estate of Hattie Jeannette Wright

Smith, on their own behalf and all Settlement Class Members as defined herein (“Plaintiffs”), and Brookdale Senior Living Inc. (“Brookdale”) (collectively the “Parties”), that the consolidated lawsuits captioned *Bright, et al. v. Brookdale Senior Living Inc.*, Case No. 3:19-cv-00374 (“*Bright*”) and *Gunza, et al. v. Brookdale Senior Living Inc.*, Case No. 3:20-cv-00353 (“*Gunza*”), in the United States District Court for the Middle District of Tennessee (collectively, the “Litigation”) and the matters raised by, or which could have been raised by, the Litigation are settled, compromised, and dismissed on the merits and with prejudice on the terms and conditions set forth in this Settlement Agreement and the Release set forth herein, subject to the approval of the Court.

I. RECITALS

A. WHEREAS: Plaintiffs, Meghan Bright, as Curator of the Estate of Leonard Foote; Mark Jeffrey Harris, as Executor of the Estate of Hattie Jeannette Wright Smith; Paul Platte, as Personal Representative of the Estate of David G. Adams; and, Steven B. Fox, as administrator of the Estate of George Gunza, are the named plaintiffs in the Litigation, which was brought on behalf of certain past and present residents of Brookdale-branded assisted living facilities in North Carolina and Florida;

B. WHEREAS: Brookdale Affiliates own, operate and/or manage Brookdale-branded assisted living facilities in North Carolina and Florida, among other states; and

C. WHEREAS: Plaintiffs allege in the operative Amended Complaints that Brookdale chronically understaffed assisted living facilities in North Carolina and Florida and misled residents of both states regarding its staffing practices; and Plaintiffs assert claims for violation of North Carolina and Florida’s Deceptive and Unfair Trade Practices Acts, Breach of Contract, Unjust Enrichment and Tortious Interference with a Contractual Relationship;

D. WHEREAS: Brookdale denies that it or its Affiliates have violated any law, denies that it or its Affiliates misled any Plaintiff, the alleged Classes, or any Settlement Class Member, denies that it or its Affiliates have chronically understaffed any assisted living facilities, denies any liability to Plaintiffs, the alleged Classes or any Settlement Class Member for any claims, causes of action or damages of any kind, denies the allegations of wrongdoing in Plaintiffs' Amended Complaints, and believes it would prevail in this case if litigated to a conclusion; and

E. WHEREAS: The Parties engaged in significant motion practice regarding Plaintiffs' claims and substantial discovery regarding the appropriateness of class action certification.

F. WHEREAS: Plaintiffs have investigated to their satisfaction various facts and sufficiently analyzed the legal issues surrounding their claims and Brookdale's defenses; and

G. WHEREAS: The Parties engaged in multiple settlement discussions to reach this Settlement Agreement, including two separate mediations with Judge Bernice B. Donald and a mediation with Magistrate Judge Gregory Wehrman, which ultimately culminated in the terms of this Settlement Agreement;

H. WHEREAS: Plaintiffs and their counsel have concluded, in light of the costs, delay and risks of litigation, particularly given the advanced age of Brookdale residents and the complexity of the litigation and in light of the benefits obtained in this Settlement Agreement, that it would be in the best interest of the Settlement Classes to enter into this Settlement to assure a benefit to the Settlement Classes. Plaintiffs' counsel have determined that this Settlement is fair, reasonable, adequate, and in the best interests of Plaintiffs and the members of the Settlement Classes;

I. WHEREAS: Brookdale has denied and continues to deny each allegation of liability, wrongdoing, and damages, as it has substantial factual and legal defenses to all claims and class allegations in the Litigation, and Brookdale has always asserted, and continues to assert, that it has acted in accordance with all applicable representations, agreements, and governing law. Nonetheless, Brookdale has concluded that because the continuation of the Litigation would be protracted and expensive, it is desirable that the Litigation be fully and finally settled on a class-wide basis in the manner and upon the terms set forth in this Settlement Agreement Brookdale does not dispute that, solely for the purposes of this Settlement, certification of the Settlement Classes is appropriate under Rule 23 of the Federal Rules of Civil Procedure;

J. WHEREAS: The Parties desire to settle the Litigation;

K. WHEREAS: The Parties desire and intend to obtain approval of the proposed settlement set forth in this Settlement Agreement and, upon Court approval, the Parties intend to obtain a Judgment from the Court dismissing with prejudice all claims of the Plaintiffs and claims that all members of the Settlement Classes made or could have made in the Litigation, and that are covered by the Releases in Section VII; and

L. WHEREAS: The Parties agree that this Settlement is final and enforceable only upon Court approval;

NOW, THEREFORE, it is agreed that in consideration of the agreements, promises and mutual covenants set forth in this Settlement Agreement, the entry by the Court of a Judgment dismissing the Litigation with prejudice and approving the terms and conditions of the Settlement as set forth in this Settlement Agreement, and for such other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, that this Litigation shall be settled and compromised under the following terms and conditions:

II. DEFINITIONS

As used herein, the following terms have the meanings set forth below.

A. “Affiliate” of an entity means any person or entity which controls, is controlled by, or is under common control with such entity.

B. “Attorneys’ Fees and Expenses” means the amount of fees and expenses awarded by the Court pursuant to the Parties’ agreement that (1) Plaintiffs’ Counsel, which upon entry of the Preliminary Approval Order will be appointed Class Counsel, are entitled to an award of reasonable attorney’s fees and expenses incurred in the Litigation, and (2) the Court will determine the amount of the award.

C. “Authorized Representative” means any individual who submits a claim on behalf of a Claimant pursuant to this Settlement Agreement.

D. “Brookdale” means Defendant Brookdale Senior Living Inc.

E. “Brookdale ALF” means an assisted living or memory care community located in Florida or North Carolina and owned, operated or managed by a Brookdale Affiliate during the Class Periods described in Section III below.

F. “Claim” means a written request for Claim Settlement Relief submitted by a Claimant or their legal representative to the Settlement Administrator, on the applicable Claim Form attached as Exhibit 1 to this Settlement Agreement, as ultimately approved by the Court.

G. “Claim Deadline” means the last date by which a Claim must be postmarked and shall be ninety (90) days after the entry of the Final Approval of the Class Settlement. All Claims postmarked after the Claim Deadline shall be untimely and barred from entitlement to any Claim Settlement Relief.

H. “Claimant” means any individual who submits a Claim pursuant to this Settlement Agreement on behalf of themselves, and/or any individual on whose behalf an Authorized Representative submits a Claim pursuant to this Settlement Agreement.

I. “Claim Form” means the document attached as Exhibit 1 to this Settlement Agreement, as ultimately approved by the Court, which will be mailed along with the Mail Notice, and will be available on the settlement website.

J. “Claim Settlement Relief” means the monetary payment to be made to Settlement Class Members who submit properly completed and timely Claim Forms to the Settlement Administrator, and who qualify for such relief under this Settlement Agreement.

K. “Class Counsel” means Lead Class Counsel, as well as AARP Foundation, Creed & Gowdy, PA., and Kennerly, Montgomery & Finley, P.C.

L. “Community Fee Payment” means the amount paid, if any, by any of the Settlement Class Members as part of the move-in process at a Brookdale ALF.

M. “Court” means the United States District Court for the Middle District of Tennessee.

N. “Days” means calendar days, except that, when computing any period prescribed or allowed by this Settlement Agreement, the day of the act, event, or default from which the designated period begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

O. “Defense Counsel” means Brookdale’s counsel of record in the Litigation, Cozen O’Connor.

P. “Effective Date of Settlement” shall mean the day on which the Judgment becomes final. The Judgment shall be deemed final on the later of: (a) the day following the date on which the Judgment is no longer subject to review by appeal or otherwise if no notice of appeal is filed; or (b) if any such notice is filed, on the day following the date on which the Judgment is not subject to further judicial review or appeal, either because a petition for certiorari is denied or by reason of affirmance by a court of last resort or by lapse of time or otherwise.

Q. “Final Approval” means the entry of the Judgment approving the Settlement, including the amount of Attorneys’ Fees and Expenses determined by the Court after the Final Approval Hearing is conducted.

R. “Final Approval Hearing” means the hearing held by the Court to determine: (1) whether the terms of this Settlement Agreement are fair, reasonable, and adequate for the Settlement Classes as a whole; (2) whether the Settlement should be granted Final Approval; (3) the amount of Attorneys’ Fees and Expenses the Court will award Plaintiffs; (4) the payment of Service Awards to the Class Representatives; and, (5) whether Judgment granting Final Approval of the Settlement should be entered.

S. “Judgment” means the final judgment approving the Settlement, including the amount of Attorneys’ Fees and Expenses to be entered by the Court pursuant to the Settlement.

T. “Lead Class Counsel” means Christa L. Collins of Collins Law, PL.

U. “Litigation” means the consolidated action captioned *Bright, et al. v. Brookdale Senior Living Inc.* Case No. 3:19-cv-00374 and *Gunza, et al. v. Brookdale Senior Living Inc.*, Case No. 3:20-cv-00353, pending in the United States District Court for the Middle District of Tennessee.

V. “Mail Notice” means the “Notice” that is mailed by the Settlement Administrator to potential Settlement Class Members, in the form attached as Exhibit 2, along with the Claim Form.

W. “Motion to Determine Attorneys’ Fees and Expenses” means Plaintiffs’ forthcoming motion submitting the determination of attorneys’ fees and expenses for the Court, which Plaintiffs will file within sixty (60) days following entry of the Preliminary Approval Order and which Brookdale may oppose within thirty (30) days thereafter.

X. “Notice” means the notice and notice program approved by the Court to be provided to current and former residents of Brookdale ALFs as described in Section V.B of this Settlement Agreement, including the Mail Notice attached as Exhibit 2 to this Settlement Agreement, and the Settlement Website Notice attached as Exhibit 3, both of which shall include the Claim Form attached as Exhibit 1 and will notify potential Settlement Class Members, among other things, of the nature of the Litigation, the terms of the Settlement (including monetary benefits), the preliminary approval of the Settlement, their rights to opt out or object to the Settlement, and the date of the Final Approval Hearing.

Y. “Notice and Administrative Costs” means the reasonable and authorized costs and expenses of disseminating and publishing the Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and expenses associated with assisting Settlement Class Members, processing claims, and issuing and mailing Settlement Payments, all of which will be paid by Brookdale.

Z. “Objection Deadline” means the date identified in the Preliminary Approval Order and Notice by which a Settlement Class Member must serve written objections, if any, to the

Settlement, in accordance with Section V.E of this Settlement Agreement, to be able to object to the Settlement. The Objection Deadline shall be no later than sixty (60) days after dissemination of the Notice to the Settlement Classes.

AA. “Opt-Out Deadline” means the date identified in the Preliminary Approval Order and Notice by which a Request for Exclusion must be filed in writing with the Settlement Administrator, in accordance with Section V.F of this Settlement Agreement, for a person who would otherwise fall within the definition of the Settlement Classes to be excluded from the Settlement Class. The Opt-Out Deadline shall be no later than sixty (60) days after dissemination of the Notice to the Settlement Classes.

BB. “Parties” means the Plaintiffs and Brookdale in the Litigation.

CC. “Plaintiffs” means Meghan Bright, as Curator of the Estate of Leonard Foote; Paul Platte, as Personal Representative of the Estate of David G. Adams; Estate of George Gunza, by and through its Administrator Steven B. Fox; and, Mark Jeffrey Harris, as Executor of the Estate of Hattie Jeannette Wright Smith, on their own behalf and on behalf of all Settlement Class Members.

DD. “Preliminary Approval Motion” means the motion Plaintiffs will file asking the Court to conditionally approve the Settlement, certify the Settlement Classes, approve the Notice and Notice program, appoint Lead Class Counsel and Class Counsel, appoint Plaintiffs as Class Representatives, and enter the Preliminary Approval Order, including all exhibits and documents attached thereto.

EE. “Preliminary Approval Order” means an Order preliminarily approving this Agreement, certifying the Settlement Classes, and finding (i) that the Settlement is fair, reasonable and adequate to allow Notice to be disseminated as described in Section V, (ii) approving the

Notices attached as Exhibit 2 and Exhibit 3, (iii) finding that the Notice is reasonably calculated to apprise the Settlement Class Members of the pendency of the Litigation, the material terms of the proposed Settlement, and the Settlement Class Members' options and rights with respect thereto, and (iv) scheduling the Final Approval Hearing.

FF. "Released Claims" means all claims, liabilities, demands, causes of action, or lawsuits, debts, damages, costs, attorneys' fees and expenses, obligations, judgments, expenses, compensation, or liabilities known or unknown, and whether anticipated or unanticipated, of whatever kind or nature, character, and description—whether legal, statutory, equitable, or of any other type or form, whether under state or federal law, and whether brought in a representative or any other capacity—that were or could have been raised in the Litigation. The Released Claims specifically include, but are not limited to, claims regarding the staffing and care provided at Brookdale ALFs, including but not limited to, the type, nature, sufficiency, quantity, or quality of the staffing and care provided at Brookdale ALFs, as well as any promises, representations, statements, or omissions made to Settlement Class Members regarding the staffing provided at Brookdale ALFs. The Released Claims include all claims meeting this description under all applicable statutes, regulations, jurisprudence, and common law. However, the Released Claims do not include any claims arising for personal injury or wrongful death, including claims for personal injury or wrongful death arising from allegedly insufficient care or alleged understaffing provided at a Brookdale ALF.

GG. "Released Settling Parties" means Brookdale, and any and all of its 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.

HH. “Releasors” means the Plaintiffs and each Settlement Class Member individually and collectively, as well as his or her predecessors, successors, attorneys, partners, heirs, executors, administrators, beneficiaries, representatives, agents, and assigns.

II. “Request for Exclusion,” also referred to as “Opt-Out,” means a written request from a person who would otherwise fall within the definition of one of the Settlement Classes that seeks to exclude that person from that Settlement Class.

JJ. “*Runton*” means the action styled *Runton v. Brookdale Senior Living Inc.*, Case No. 17-cv-60664, filed in the United States District Court for the Southern District of Florida.

KK. “*Runton* Settlement” means the class action settlement approved in the *Runton* matter and administered by the same Settlement Administrator defined herein.

LL. “*Runton* Subclass Time Period” means May 3, 2015, through November 9, 2019.

MM. “Settlement” means the settlement set forth in this Settlement Agreement and all exhibits hereto.

NN. “Settlement Administrator” means BrownGreer PLC, a third-party agent or administrator agreed on by the Parties and approved by the Court, to help implement and effectuate the terms of this Settlement Agreement.

OO. “Settlement Agreement” means this Stipulation and Settlement Agreement, including all exhibits thereto.

PP. “Settlement Classes” means the classes defined in Section III.

QQ. “Settlement Class Members” means all individuals who fall within the definition of the Settlement Classes contained in Section III, as determined by the Settlement Administrator

pursuant to the Protocol described in Section VI below, and who do not exclude themselves from the Settlement in the manner and time prescribed by the Court in the proposed Preliminary Approval Order.

RR. “Settlement Website Notice” means the long form notice attached as Exhibit 3 to this agreement which shall be maintained on the settlement website.

III. CLASS DEFINITION

The “Settlement Classes” shall be defined as follows:

For each of the North Carolina and Florida Subclasses defined below, membership is limited to residents for whom, on the face of the contractual documents, an enforceable arbitration agreement does not exist for either of the following reasons:

- (1) The residency agreement was signed by a third party, and the third-party instrument, by its terms, excludes from the third-party’s authority the power to consent to arbitration or waive the right to a jury trial; or,
- (2) The arbitration provision within the residency agreement is stricken or declined in writing.

North Carolina-Specific Subclasses and Class Periods

Community Fee Subclass (represented by Plaintiff Smith): All persons who moved into a Brookdale ALF in North Carolina between April 24, 2016, and the date of preliminary approval, and who paid a Community Fee.

Non-Community Fee Subclass (represented by Plaintiff Gunza): All persons who moved into a Brookdale ALF in North Carolina between September 23, 2014, and the date of preliminary approval, and who did not pay a Community Fee.

Florida-Specific Subclasses and Class Periods

Runton Subclass (represented by Plaintiff Bright): All persons who moved into a Brookdale ALF in Florida between May 3, 2015, and November 9, 2019, and who either opted out of the *Runton* Settlement or filed a claim in the *Runton* Settlement that was denied by the Settlement Administrator.

Community Fee Subclass (represented by Plaintiff Adams): All persons who moved into a Brookdale ALF in Florida between November 10, 2019, and the date of preliminary approval, and who paid a Community Fee.

Excluded from the Settlement Class are: (a) Brookdale and its employees, principals, affiliated entities, legal representatives, successors, and assigns; (b) any Claimant who files a valid, timely Request for Exclusion; (c) federal, state, and local governments (including all agencies and subdivisions thereof, but excluding employees thereof); (d) the judges to whom the action is assigned and any members of their immediate families, and (e) residents of a Brookdale ALF who previously executed a general release releasing all claims against Brookdale and/or a Brookdale Affiliate pertaining to their residence at a Brookdale ALF.

IV. SETTLEMENT BENEFITS

A. Settlement Class Members who submit a Claim Form approved by the Settlement Administrator and who made a Community Fee Payment will be entitled to (1) a refund of 26.0% (twenty-six percent) of their Community Fee Payment plus (2) an additional \$50.00 for every year the Settlement Class Member resided at a Brookdale ALF for up to three years. Any rebates or discounts applied to the Community Fee Payment and reflected in Brookdale's records will be considered in calculating the amount of the Community Fee Payment made by a Settlement Class Member who is eligible for a partial refund in accordance with the terms of this Paragraph.

B. North Carolina Settlement Class Members who submit a Claim Form approved by the Settlement Administrator and who did not make a Community Fee Payment will be entitled to \$255.00, regardless of the number of years the Settlement Class Member resided at a Brookdale ALF.

V. IMPLEMENTATION OF THE SETTLEMENT

Upon execution of this Agreement by the Class Counsel, Defense Counsel, and the Parties, the Parties agree to take the following actions to implement and obtain approval of this Settlement Agreement.

A. Preliminary Approval

1. On or before May 6, 2026, Plaintiffs' Counsel will file a Preliminary Approval Motion with the Court. After reviewing and determining it will consent to the Motion, Brookdale will not oppose it except to the extent it disagrees with Plaintiffs' characterization of

the facts or record. Brookdale shall cooperate in good faith with Plaintiffs as they take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order.

2. The Preliminary Approval Motion will request that Objection and Opt-Out Deadline be set sixty (60) days after Notice is disseminated. The Preliminary Approval Motion will also request a date for the Final Approval Hearing as soon as possible following thirty (30) days after the Objection and Opt-Out/Request for Exclusion deadlines.

B. The Notice Program:

1. Notice will be disseminated within sixty (60) days following entry of the Preliminary Approval Order.

2. Notice and Administrative Costs shall be paid by Brookdale.

3. The Settlement Administrator shall provide Notice as follows:

i. Initial Notice: The Settlement Administrator shall provide direct notice by first-class mail as follows: (1) to all residents who moved into a Brookdale ALF in Florida from November 10, 2019 to the present and to all residents who moved into a Brookdale ALF in North Carolina from April 24, 2016 to the present; (2) to those residents who moved into a Brookdale ALF in North Carolina from September 23, 2024 through April 23, 2016 and for whom Brookdale's records indicate no community fee was paid; and (3) to those residents who moved into a Brookdale ALF in Florida from May 3, 2015 through November 9, 2019 and who either opted out of the Runton Settlement or who filed a claim in the Runton Settlement that was denied by the Settlement Administrator. Such Notice shall be made to the last known mailing address of the resident or Authorized Representative (to the extent applicable), as reflected in Brookdale's records, as well as any address changes obtained through the National Change of Address (NCOA) database following a returned notice.

ii. Curing Research for Returned Mail: For mail that is returned as undeliverable, the Settlement Administrator shall note any forwarding address on the returned mail. For mail that lacks a forwarding address, the Settlement Administrator shall perform curing research using the NCOA database and LexisNexis's commercial compendium of domestic addresses. Where the NCOA and LexisNexis searches do not provide an updated address, the Settlement Administrator shall determine whether the addresses of the potential Settlement Class Members' last known responsible parties could be used for Notice mailing.

iii. Second-Effort Notices: The Settlement Administrator shall issue second-effort notices to all potential Settlement Class Members whose Notices were returned as undeliverable and for whom the Settlement Administrator either (1) found an updated address or (2) determined that a responsible party's address could be used for mailing.

4. Internet Notice: The Settlement Administrator shall further provide notice by establishing and operating the Settlement Website. The Settlement Administrator shall also establish and maintain a toll-free contact center with interactive voice response to assist Claimants.

5. The Settlement Administrator shall be responsible for disseminating Mail Notice in a cost-effective and timely manner and in coordination with Brookdale, pursuant to the terms of this Settlement Agreement.

6. Notice Contents: The Mail Notice and Settlement Website Notice and the telephone number for the toll-free contact center shall be in the form attached as Exhibit 2 and 3, respectively. Each Notice shall also include the Claim Form attached as Exhibit 1.

C. Administration of Claims

1. To receive Settlement Benefits, Claimants must complete the Claim Form in the form attached as Exhibit 1, which requires simplified proof as set out below.

2. The Settlement Administrator will be responsible for assessing and administering all Claim Forms pursuant to the protocols specified in Section VI.

D. Other Obligations of the Settlement Administrator

1. Brookdale may direct the Settlement Administrator to assist with various additional administrative tasks in implementing the Settlement with Plaintiffs' knowledge and consent.

2. Each Party may communicate with the Settlement Administrator as needed once the Settlement Agreement is executed, and counsel of record for both Parties shall be provided the mutual opportunity to participate in any such communication.

3. Because the information about Settlement Class Members that will be provided to the Settlement Administrator may consist of confidential information, non-public personal information, and other information protected by privacy laws, the Settlement Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure that any information provided to it by Brookdale or any Claimant will be used solely for the purpose of effecting this Settlement. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Settlement Agreement or by court order.

E. Objections

1. Any member of the Settlement Classes may present written objections, if he or she has any, explaining why the Settlement should not be approved as fair, reasonable and adequate, or why the attorneys' fees and expenses requested in Plaintiffs' Motion to Determine

Attorneys' Fees and Expenses should not be awarded. Any Settlement Class Member who wishes to object to any aspect of the Settlement must submit a written statement of the objection(s) no later than 60 days following dissemination of the Notice (Objection Deadline). This written statement of the objection(s) must be submitted by serving the statement on Class Counsel and Defendant's Counsel via email and first-class mail and by filing the statement with the Court. The statement of the objection(s) must include (a) a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention and any evidence the Settlement Class Member wishes to introduce in support of his/her objection(s); (b) whether the objection applies only to the objector, to a specific subset of the Settlement Classes, or to the entirety of the Settlement Classes; (c) the Settlement Class Member's name, address and telephone number; and (d) any other supporting papers, materials or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection.

2. If the Objection is being made by a third party on behalf of an individual who would otherwise be a Settlement Class Member, the Objection must: (1) be signed by the individual's Authorized Representative, (2) include the full name and address of the individual for whom the objection is being made, (3) if the individual is deceased, the provision of an order appointing the Authorized Representative as a representative of the estate, or a notarized statement that the Authorized Representative is legally authorized to act on behalf of the individual, (4) if the individual is not deceased, either a copy of the operative authorizing document or a notarized statement that the Authorized Representative is legally authorized to act on behalf of the individual, and (5) include the following statement: "I, (identify representative

capacity), on behalf of (name of resident), object to the settlement in the *Bright, et al. v. Brookdale Senior Living and Gunza, et al. v. Brookdale Senior Living* consolidated class action.”

3. Settlement Class Members may raise an objection either on their own or through an attorney hired at their own expense. If a Settlement Class Member hires an attorney to represent him or her, the attorney must (a) file a notice of appearance with the Clerk of Court no later than sixty (60) days following dissemination of Notice (Objection Deadline) or as the Court otherwise may direct; and (b) serve a copy of the objection on Class Counsel and Defendant’s Counsel, by email and first-class mail, no later than the Objection Deadline.

4. Any Settlement Class Member who fails to comply with the provisions of the preceding subsections shall waive and forfeit any and all rights he or she may have to object to the Settlement and shall be bound by all the terms of this Settlement and by all proceedings, orders and judgments in the Litigation.

5. Submission of a Claim Form shall not waive a Settlement Class Member’s right to object as set forth herein.

F. Opt-Outs

1. Individuals who would otherwise be Settlement Class Members may request exclusion from the Settlement by sending a written request to the Settlement Administrator at the address designated in the Notice no later than the Opt-Out Deadline.

2. If the exclusion is being requested by an individual who would otherwise be a Settlement Class Member, the Request for Exclusion must: (1) be signed by the Settlement Class Member who is requesting exclusion, (2) include the full name and address of the Settlement Class Member for whom exclusion is being requested, and (3) include the following statement: “I, (name of resident), request to be excluded from the settlement in the *Bright, et al. v. Brookdale Senior Living and Gunza, et al. v. Brookdale Senior Living* consolidated class action.”

3. If exclusion is being requested by a third party on behalf of an individual who would otherwise be a Settlement Class Member, the Request for Exclusion must: (1) be signed by the individual's Authorized Representative, (2) include the full name and address of the individual for whom exclusion is being requested, (3) if the individual is deceased, the provision an order appointing the Authorized Representative as a representative of the estate, or a notarized statement that the Authorized Representative is legally authorized to act on behalf of the individual, (4) if the individual is not deceased, either a copy of the operative authorizing document or a notarized statement that the Authorized Representative is legally authorized to act on behalf of the individual, and (5) include the following statement: "I, (identify representative capacity), on behalf of (name of resident), request for (name of resident) to be excluded from the settlement in the *Bright, et al. v. Brookdale Senior Living* and *Gunza, et al. v. Brookdale Senior Living* consolidated class action."

4. A Request for Exclusion shall waive an individual's right to object to the Settlement and to otherwise receive the benefits of the Settlement as set forth herein.

G. Final Approval

1. Plaintiffs will file a Motion for Final Approval no later than fifteen (15) days prior to the Final Approval Hearing. Brookdale will cooperate in good faith to secure expeditious entry of the Final Approval Order.

2. Plaintiffs' Motion for Final Approval will direct the Court's attention to Brookdale's opposition to Plaintiffs' Motion to Determine Award of Attorneys' Fees and Costs, if any such opposition has been filed. Brookdale will not otherwise oppose the Motion for Final Approval except to the extent it disagrees with Plaintiffs' characterization of facts or the record.

3. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and satisfies Rule 23 of the Federal Rules of Civil Procedure. The Court will also consider, if applicable, any Objections properly submitted by Settlement Class Members, as well as any other issues the Court wishes to take up.

H. Non-Opposition to Certification of Settlement Classes

1. In connection with the proceedings on Preliminary and Final Approval of the proposed Settlement, Brookdale shall not oppose certification of the Settlement Classes and agrees that the Settlement Classes satisfy the requirements of Rule 23 of the Rules of Civil Procedure.

2. Outside of this Settlement Agreement and the precise terms stated herein, Brookdale does not admit, concede, or posit that any class can be certified pursuant to Rule 23 of the Federal Rules of Civil Procedure. Brookdale has denied and continues to deny that any class can be certified outside of this Settlement Agreement and the precise terms stated herein. Brookdale has always maintained, and continues to maintain, that any class cannot be certified outside of this Settlement Agreement and the precise terms stated herein.

3. Should the Court fail to approve of this Settlement Agreement, either in its preliminary or final assessment of the Settlement Agreement, Brookdale will maintain that a class cannot be certified and Plaintiffs will maintain that certification of a class is appropriate.

VI. PROTOCOL FOR ADMINISTERING CLAIMS:

A. For Claimants to submit a valid claim, they must complete the Claim Form in its entirety and attest that to the best of their knowledge, the information provided in the Claim Form is accurate. If a claimant fails to complete the Claim Form in its entirety, the Claims Administrator shall notify the Claimant who shall then have thirty (30) days to correct the deficiency. If the Claimant fails to correct the deficiency within thirty (30) days, the Claim will be denied.

B. If an Authorized Representative submits a claim on behalf of a Claimant, the Representative must complete the applicable portion of the Claim Form. If the Claimant is deceased, the representative must submit an order appointing the Representative on behalf of the estate or a notarized statement that the Representative is legally authorized to act on behalf of the Claimant. If the Claimant is not deceased, the representative must submit a copy of the operative authorizing document (such as a Power of Attorney) or a notarized statement that the Representative is legally authorized to act on behalf of the Claimant.

C. Upon receipt of a Claim Form, the Settlement Administrator will determine if the Claim should be approved or denied by determining whether the Claimant is a Settlement Class Member. To facilitate this determination, the Parties and the Settlement Administrator will follow the method described below.

D. For all Claimants who moved into (1) a Brookdale ALF in North Carolina, or (2) a Brookdale ALF in Florida after *Runton* Subclass Time Period:

1. Within ten (10) business days of receiving a Claim Form, the Settlement Administrator shall provide the Claim Form to Brookdale. Brookdale will then have thirty (30) business days to inform the Settlement Administrator whether it contests the Claim Form. If Brookdale does not contest the Claim Form and the Claim Form has otherwise been completed in its entirety in accordance with the form attached as Exhibit 1, the Settlement Administrator shall determine that the Claimant is a Settlement Class Member and shall approve the Claim.

2. If Brookdale contests the Claim Form on the grounds that the Claimant (a) did not move into a Brookdale ALF in Florida or North Carolina during the applicable class periods, or (b) moved into a Brookdale ALF in Florida but did not pay a Community Fee, Brookdale will produce documentation to that effect to the Settlement Administrator and Class

Counsel. If Brookdale's documents reveal that the Claimant (a) did not move in during the applicable class periods, or (b) moved into a Brookdale ALF in Florida but did not pay a Community Fee, the Settlement Administrator shall make a preliminary determination that the Claimant is not a Settlement Class Member and shall notify the Claimant, who shall then have thirty (30) days to provide documentation that refutes the Settlement Administrator's preliminary determination. The Settlement Administrator shall inform the Claimant that the Claimant can communicate with Class Counsel if he or she needs assistance and shall provide Claimant with Class Counsel's contact information. If the Claimant does not produce such documentation, the Settlement Administrator shall determine that the Claimant is not a Settlement Class Member and shall deny the Claim. If the Claimant does produce such documentation, the Settlement Administrator will have the discretion to decide whether the Claimant is a Settlement Class Member such that the Claim should be approved or denied based on the totality of the documentation provided by Brookdale, Claimant and Class Counsel.

3. Brookdale may contest a Claim Form submitted by an Authorized Representative on behalf of a deceased Claimant if, in good faith, Brookdale contests that the Claimant is not deceased. In order to contest such a claim, Brookdale must submit a sworn statement to the Claims Administrator and Class Counsel that it searched its own records and publicly available websites that publish obituaries and death notices (e.g., Legacy.com and Westlaw), and could not confirm the Claimant's death. The Settlement Administrator shall then inform the Authorized Representative that they must provide documentation of the Claimant's death within thirty (30) days, which can include, but does not require, a death certificate. The Claims Administrator will also inform the Claimant at their last known address that a claim has been submitted by an Authorized Representative alleging that the Claimant is deceased. If the

Authorized Representative provides documentation of the Claimant's death, the Settlement Administrator will, in its discretion, determine whether the Claimant is deceased. If the Claimant responds to the Administrator within thirty (30) days that they are not deceased, the Claimant will be provided thirty (30) additional days to resubmit the Claim. If neither the Claimant nor the Authorized Representative respond within thirty (30) days, the Claim will be denied.

4. If Brookdale contests the Claim Form on other grounds, Brookdale will inform the Settlement Administrator and Class Counsel whether it possesses the Claimant's residency agreement(s) and, if applicable, any instrument authorizing a third party to enter into the residency agreement(s) (the "Contractual Documents").

a. If Brookdale possesses the Contractual Documents, it shall provide the Contractual Documents to the Settlement Administrator and Class Counsel. The Settlement Administrator will then follow the below method for determining class membership:

i. If the Contractual Documents demonstrate that (1) the arbitration provision in the Claimant's residency agreement is stricken or declined in writing, or (2) if the Claimant's residency agreement was signed by a third party, that the third-party instrument, by its terms, excludes from the third party's authority the power to consent to arbitration or waive the right to a jury, the Settlement Administrator will determine that the Claimant is a Settlement Class Member and shall approve the Claim.

ii. If the Contractual Documents demonstrate that (1) the arbitration provision in the Claimant's residency agreement is not stricken or declined in writing, and (2) if the Claimant's residency agreement was signed by a third party, that the third-party instrument, by its terms, does not exclude from the third party's authority the power to consent to arbitration or waive the right to a jury trial, the Settlement Administrator shall make a preliminary

determination that the Claimant is not a Settlement Class Member and shall notify the Claimant. The Claimant shall then have thirty (30) days to provide documentation that refutes the Settlement Administrator's preliminary determination. The Settlement Administrator shall inform the Claimant that the Claimant can communicate with Class Counsel if he or she needs assistance and shall provide Claimant with Class Counsel's contact information. If the Claimant does not produce such documentation, the Settlement Administrator shall determine that the Claimant is not a Settlement Class Member and shall deny the Claim. If the Claimant does produce such documentation, the Settlement Administrator will have the discretion to decide whether the Claimant is a Settlement Class Member such that the Claim should be approved or denied based on the totality of the documentation provided by Brookdale, Claimant and Class Counsel.

b. If Brookdale does not possess the Contractual Documents, Brookdale will inform the Settlement Administrator and Class Counsel that it does not possess the Contractual Documents. The Settlement Administrator shall then notify the Claimant via email and First-Class Mail, and the Claimant shall be given an opportunity to produce to the Settlement Administrator the Contractual Documents within forty-five (45) days. The Settlement Administrator shall inform the Claimant that the Claimant can communicate with Class Counsel if he or she needs assistance and shall provide Claimant with Class Counsel's contact information

i. If the Claimant timely produces the Contractual Documents and the Settlement Administrator determines that the Contractual Documents demonstrate that (1) the arbitration provision in the Claimant's residency agreement is stricken or declined in writing or (2) if the Claimant's residency agreement was signed by a third party, and the third-party instrument, by its terms, excluded from the third party's authority the power to consent to

arbitration or waive the right to a jury trial, the Settlement Administrator will determine that the Claimant is a Settlement Class Member and shall approve the Claim.

ii. If the Claimant timely produces the Contractual Documents and the Settlement Administrator determines that the Contractual Documents demonstrate that (1) the arbitration provision in the Claimant's residency agreement is not stricken or declined in writing and (2) if the Claimant's residency agreement was signed by a third party, and the third-party instrument, by its terms, does not exclude from the third party's authority the power to consent to arbitration or waive the right to a jury trial, the Settlement Administrator shall determine that the Claimant is not a Settlement Class Member and shall deny the Claim.

iii. If the Claimant does not timely produce the Contractual Documents, the Settlement Administrator shall determine that the Claimant is not a Settlement Class Member and shall deny the Claim.

E. For all Claimants who moved into a Brookdale ALF in Florida during the *Runton* Subclass Time Period:

1. The Settlement Administrator will search its records to determine whether the Claimant either (1) opted out of the *Runton* Settlement, or (2) filed a claim in the *Runton* Settlement that was denied by the Settlement Administrator.

2. If the Settlement Administrator's records reveal that the Claimant (a) opted out of the *Runton* Settlement or (b) filed a claim in the *Runton* Settlement that was denied, the Settlement Administrator shall determine that the Claimant is a Settlement Class Member and shall approve the Claim.

3. If the Settlement Administrator's records reveal that the Claimant did not (a) opt out of the *Runton* Settlement or (b) file a claim in the *Runton* Settlement that was denied,

the Settlement Administrator shall determine that the Claimant is not a Settlement Class Member and shall deny the Claim.

F. The Settlement Administrator shall upload all documents received, whether from a Claimant, Brookdale, or Class Counsel, to a secure portal accessible by Brookdale and Class Counsel, and shall notify Brookdale and Class Counsel by email when any document has been uploaded.

VII. RELEASES

A. By executing this Settlement Agreement, the Parties acknowledge that, upon the Effective Date of the Settlement, the Litigation shall be dismissed with prejudice, an order of dismissal with prejudice shall be entered, and all Released Claims shall thereby be conclusively settled, compromised, satisfied, and released by the Releasors as to the Released Settling Parties. Final Approval and Judgment shall provide for and effect the full and final release by Plaintiffs and all Settlement Class Members of all Released Claims.

B. Upon the Effective Date of Settlement, Brookdale and the other Releasors shall be deemed to have, and by the operation of the Judgment, shall have fully, finally, and forever released, relinquished, and discharged all Released Settling Parties of the Released Claims.

C. The Parties intend and agree that the releases granted herein shall be effective as a bar to any and all currently unsuspected, unknown, or partially known claims within the scope of their express terms and provisions. Plaintiffs assume for themselves, and on behalf of the Settlement Class Members, the risk of their subsequent discovery or understanding of any matter, fact, or law, that if known or understood, would in any respect have affected their entering into this Settlement Agreement. Accordingly, Plaintiffs, for themselves and on behalf of Settlement Class Members, hereby acknowledge that they are aware that they or their attorneys may hereafter discover claims or facts in addition to or different from those which they now know or believe to

exist with respect to the Released Claims, but that it is their intention to and they do hereby fully, finally, and forever settle and release all of the Released Claims, known or unknown, suspected or unsuspected, that they have or may have against the Released Parties. In furtherance of such intention and release, the release herein given by Plaintiffs and Settlement Class Members to the Released Parties shall be and remain in effect as a full and complete general release of all claims notwithstanding the discovery or existence of any such additional different claims or facts.

D. Plaintiffs, Settlement Class Members, and Brookdale hereby expressly waive any and all rights and benefits respectively conferred upon them by the provisions of the statutory or common laws of any State, Territory, or other jurisdiction. The Parties each expressly agree that all release provisions in this Settlement Agreement shall be given full force and effect in accordance with each and all of their express terms and provisions, including those terms and provisions relating to unknown, unsuspected, and future claims, demands, and causes of action.

E. The Releases are applicable to all Settlement Class Members, regardless of whether they submit a Claim.

F. The Releases set forth above are not intended to include the release of any rights or duties arising out of this Settlement Agreement, including the express warranties and covenants in this Settlement Agreement.

VIII. ATTORNEYS' FEES AND EXPENSES

A. Brookdale agrees that Class Counsel is entitled to reasonable attorneys' fees and costs, in an amount to be determined by the Court. However, Brookdale will be entitled to oppose the amount of fees and costs requested by Plaintiffs as described in subparagraph B. below.

B. Plaintiffs shall file their Motion to Determine Award of Attorneys' Fees and Costs within sixty (60) days following preliminary approval of the Settlement. Brookdale shall have

thirty (30) days thereafter to file a response opposing the amount of fees and costs requested by Plaintiffs, after which Plaintiffs will have fourteen (14) days to file a Reply. The Court shall determine the amount of fees and costs to be awarded to Class Counsel, and that amount will be made part of the Final Approval Order.

C. Class Counsel shall provide Brookdale with their payment instructions and W-9 forms pertaining to the payment of the attorneys' fees and costs within two weeks of the Court's issuance of the order granting final approval of the Settlement. Provided Brookdale timely receives Class Counsel's W-9 forms, Brookdale shall effectuate payment to Class Counsel of the attorneys' fees and costs awarded by the Court within thirty (30) days after the Effective Date. To the extent there is a delay in the provision of W-9 forms, Brookdale's time period to effectuate payment of the attorneys' fees and costs shall be extended by an amount of time concomitant with the delay in providing the information.

D. It is understood and agreed that if any liens exist on Class Counsel's entitlement to fees and costs, Class Counsel will satisfy those liens. To the extent Class Counsel fails to satisfy those liens, they will defend and indemnify and hold harmless Brookdale from any and all liability arising from any claims associated with their failure to satisfy such liens.

IX. CLASS REPRESENTATIVE SERVICE AWARD

Brookdale will not oppose Plaintiffs' request for class representative service awards in the amount of no more than \$5,000 to each of the named Plaintiffs, each of whom is a class representative for one of the Settlement Classes. Plaintiffs shall provide Brookdale with each named Plaintiff's W-9 forms pertaining to the payment of the service awards within ten (10) days following entry of the Effective Date of Settlement. Provided Brookdale receives the necessary instructions and documents for each of the Plaintiffs by this time period, Brookdale shall effectuate payment of these service awards within thirty (30) days after the Effective Date of the Settlement.

To the extent there is a delay in the provision of W-9 forms, Brookdale's time period to effectuate payment of the respective service award(s) shall be extended by an amount of time concomitant with the delay in providing the information.

X. CONFIDENTIALITY

The Parties agree that the terms of this Settlement shall remain confidential and shall not be disclosed by any Party until the Settlement Agreement is filed in connection with the Preliminary Approval Application.

XI. REPRESENTATIONS AND WARRANTIES

A. The Parties and each of them represent and warrant that they are voluntarily entering into this Settlement Agreement as a result of arm's length negotiations among their counsel; that in executing this Settlement Agreement they are relying solely on their own judgment, knowledge, and belief, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Settlement Agreement by any representations, statements, or omissions pertaining to any of the foregoing matters by any party or by any person representing any Party to this Settlement Agreement. Each of the Parties assumes the risk of mistake as to facts or law.

B. The Parties and each of them represent and warrant that they have carefully read the contents of this Settlement Agreement, and that this Settlement Agreement is signed freely by each person executing this Settlement Agreement on behalf of each of the Parties. The Parties and each of them further represent and warrant to each other that he, she, or it has made such investigation of the facts pertaining to the Settlement, this Settlement Agreement, and all the matters pertaining thereto, as he, she, or it deems necessary.

C. The Parties and each of them represent and warrant that they have not relied on any statement, representation, omission, inducement, or promise of any other Party (or any officer, agent, employee, representative, or attorney for any other Party) in executing this Settlement Agreement, or in making the Settlement provided for herein, except as expressly stated in this Settlement Agreement.

D. The Parties and each of them represent and warrant that each term of this Settlement Agreement, under the titles of the various paragraphs, is contractual and not merely a recital.

E. The Parties and each of them represent and warrant that they agree that the class definitions, as approved by the Court, shall be binding and that the Settlement will be administered consistent with the Court's ruling.

XII. MISCELLANEOUS PROVISIONS

A. The Parties shall use their best efforts to effectuate this Settlement Agreement, including cooperating to resolve questions concerning settlement class data, in the drafting of preliminary approval documents, and in securing the prompt, complete, and final dismissal with prejudice of the Litigation as to Brookdale. However, this is without waiver of Brookdale's right to oppose Plaintiffs' Motion to Determine Award of Attorneys' Fees and Costs.

B. Plaintiffs warrant that they have not assigned or transferred to any person any portion of any Released Claims that are released, waived, and discharged by this Settlement Agreement.

C. The Parties understand and agree that this Settlement Agreement embodies a compromise settlement of disputed claims, and that nothing in this Settlement Agreement, including the furnishing of consideration for this Settlement Agreement, shall be deemed to constitute (a) any finding of wrongdoing by Brookdale, (b) an admission by Brookdale of

wrongdoing or liability in this or any other past or future proceedings, (c) any finding that a class can be certified outside of this Settlement Agreement and the precise terms stated herein, or (d) an admission by Brookdale that a class can be certified outside of this Settlement Agreement and the precise terms stated herein. This Settlement Agreement and the payments made hereunder are made in compromise of disputed claims and are neither admissions of any liability of any kind, whether legal or factual, nor admissions that a class can be certified outside of this Settlement Agreement and the precise terms stated herein. Brookdale expressly denies any liability or wrongdoing with respect to the matters alleged in the Litigation. Brookdale also expressly denies that a class can be certified outside of this Settlement Agreement and the precise terms stated herein.

D. The Settlement 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.

E. The provisions of this Settlement Agreement are not severable.

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

G. This Settlement Agreement may be executed by exchange of executed signature pages by facsimile or Portable Document Format (“PDF”) as an electronic mail attachment, and any signature transmitted by facsimile or PDF via electronic mail for the purpose of executing this Settlement Agreement shall be deemed as an original signature for purposes of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument if counsel for the signatories of this Settlement Agreement shall exchange among

themselves original signed counterparts within ten (10) days of their signing the Settlement Agreement.

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

I. None of the Parties hereto shall be the drafter of this Settlement Agreement or any provisions hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provisions to be construed against the drafter thereof.

J. The Settlement Agreement shall be interpreted in accordance with Tennessee law and the Parties hereby submit to the jurisdiction of the United States District Court for the Middle District of Tennessee for the purposes of enforcement of the Settlement.

K. All representations, warranties, and covenants set forth in this Settlement Agreement shall be deemed continuing and shall survive the Final Approval and the termination or expiration of this Settlement Agreement.

L. Any notice, demand, or other communication under this Settlement Agreement (other than the Class Settlement Notice) shall be in writing and shall be provided by email, overnight delivery, or hand delivery to counsel for that Party.

IF TO PLAINTIFFS:	IF TO BROOKDALE:
Christa L. Collins Collins Law PL 433 Central Avenue, 4th Floor Saint Petersburg, FL 33701 Telephone: (727) 218-1763 Email: christa@clcclassactionlaw.com	Erica W. Rutner Cozen O'Connor 501 E. Las Olas Blvd. Suite 300 Fort Lauderdale, FL 33301 Telephone: (561) 245-6120 Facsimile: (561) 245-6213 Email: erutner@cozen.com
-and-	-and-
AARP Foundation	John A. Bertino

Kelly Bagby Ali Naini Stefan Shaibani 601 E Street, NW Washington, DC 20049 Telephone (202) 734-2528 anaini@aarp.org	Cozen O'Connor 2001 M Street NW, Suite 500 Washington, DC 20036 Telephone: (202) 912-4881 Facsimile: (202) 640-5315 Email: jbertino@cozen.com
--	--

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.

M. The date on which the final signature is affixed below shall be the Settlement Agreement Execution Date.

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

DATED: May 6, 2026

COZEN O'CONNOR

Erica Rutner (admitted *pro hac vice*)
Michael Puretz (admitted *pro hac vice*)
501 E. Las Olas Blvd. Suite 300
Fort Lauderdale, FL 33301
Telephone: 561-245-6120
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mpuretz@cozen.com

John A. Bertino (*pro hac vice*)
2001 M Street NW, Suite 500
Washington, DC 20036
Telephone: 202-912-4881
Email: jbertino@cozen.com

BASS, BERRY & SIMS PLC
Jessalyn H. Zeigler (BPR #16139)
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Telephone: (615) 742-6289

Email: jzeigler@bassberry.com

Counsel for Brookdale



Thomas Goodwin
VP, Legal Litigation Affairs
Defendant

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COLLINS LAW PL
433 Central Ave 4th Floor
Saint Petersburg, FL 33701
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christa@clcclassactionlaw.com

Kelly Bagby (admitted *pro hac vice*)
Ali Naini (admitted *pro hac vice*)
Stefan Shaibani (admitted *pro hac vice*)
AARP FOUNDATION
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(202) 434-2103 (Telephone)
(202) 434-6424 (Facsimile)
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anaini@aarp.org
sshaibani@aarp.org

Michael S. Kelley TN (BPR # 014378)
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(865) 524-1773 (Facsimile)
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Bryan Gowdy (admitted *pro hac vice*)
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865 May Street
Jacksonville, FL 32204
(904) 350-0075

Counsel for Plaintiffs

Meghan Bright
Curator of the Estate of Leonard Foote
Plaintiff

Paul Platte
Personal Representative of the Estate of David G.
Adams
Plaintiff

Steven B. Fox
Administrator of the Estate of George Gunza
Plaintiff

Mark Jeffrey Harris
Executor of the Estate of Hattie Jeannette Wright
Smith
Plaintiff

SIGNATURE PAGES

Kelly Bagby Ali Naini Stefan Shaibani 601 E Street, NW Washington, DC 20049 Telephone (202) 734-2528 anaini@aarp.org	Cozen O'Connor 2001 M Street NW, Suite 500 Washington, DC 20036 Telephone: (202) 912-4881 Facsimile: (202) 640-5315 Email: jbertino@cozen.com
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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.

M. The date on which the final signature is affixed below shall be the Settlement Agreement Execution Date.

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

DATED: April ____, 2026

COZEN O'CONNOR

Erica Rutner

Erica Rutner (admitted *pro hac vice*)
Michael Puretz (admitted *pro hac vice*)
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Counsel for Brookdale



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Email: jzeigler@bassberry.com

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Counsel for Plaintiffs

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Plaintiff

Paul Platte
Personal Representative of the Estate of David G.
Adams
Plaintiff



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Counsel for Plaintiffs

Meghan Bright
Curator of the Estate of Leonard Foote
Plaintiff



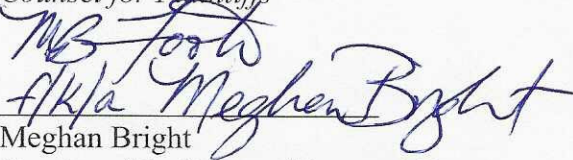
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Counsel for Plaintiffs


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Plaintiff

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Administrator of the Estate of George Gunza
Plaintiff

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Executor of the Estate of Hattie Jeannette Wright
Smith
Plaintiff

EXHIBIT 1
TO THE SETTLEMENT AGREEMENT

DRAFT CLAIM FORM

To submit a Claim for a payment from the Settlement Fund on behalf of yourself, please fill out the Claim Form below and submit it by U.S. mail to the address for the Settlement Administrator listed below. You may also file a Claim Form online at **XXXXXX**. The deadline to file a claim online is 11:59 p.m. EDT on **Month DD, 2026**. If you send in a Claim Form by regular mail, it must be postmarked on or before **Month DD, 2026**.

First Name	MI	Last Name
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City	State	Zip Code
------	-------	----------

_____-_____-_____
Telephone Number

Your Email Address:

Approximate Date You Moved Into a Brookdale ALF: _____

What Brookdale ALF Did You Move Into:

If You Moved Into a Brookdale ALF In Florida, Did You Pay A Community Fee? Y N

One of the following must apply for you to qualify for payment. Please check the box(s) that apply:

My Arbitration Provision was stricken or declined in writing.

____My Residency Agreement was signed by a third party and the document that authorized the third party to sign the residency agreement excluded the power to consent to arbitration or to waive the right to a jury trial.

I attest to the best of my knowledge that the information provided in this Claim Form is accurate.

Signature: _____

Date: _____

Questions: Visit www.xxxxxxxxxxxxxxxxxx.com or call 1-***-***-****

To submit by U.S. Mail:

Brookdale Florida and North Carolina Settlement Program
Settlement Administrator
PO Box XXX
City, State XXXXX-XXXX

AUTHORIZED REPRESENTATIVE'S DRAFT CLAIM FORM
[NOTE: CLAIM FORM TO BE INCLUDED WITH MAIL AND WEBSITE NOTICE]

To submit a Claim for a payment from the Settlement Fund on behalf of a Claimant, please fill out the Claim Form below and submit it by U.S. mail to the address for the Settlement Administrator listed below. You may also file a Claim Form online at **XXXXXX**. The deadline to file a claim online is 11:59 p.m. EDT on **Month DD, 2026**. If you send in a Claim Form by regular mail, it must be postmarked on or before **Month DD 2026**.

First Name MI Last Name

City State Zip Code

_____-_____-_____
Telephone Number

Your Email Address: _____

Name of Settlement Class Member on whose behalf you are acting:

First Name MI Last Name

Approximate Date Claimant Moved Into a Brookdale ALF: _____

What Brookdale ALF Did the Claimant Move Into: _____

One of the following must apply for you to qualify for payment. Please check the box(s) that apply:

_____ The Arbitration Provision in the Claimant's Residency Agreement was stricken or declined in writing.

_____ The Claimant's Residency Agreement was signed by a third party and the document that authorized the third party to sign the residency agreement excluded the power to consent to arbitration or to waive the right to a jury trial.

*If you are submitting this claim form as an Authorized Representative of a Claimant, you must also provide the following: If the Claimant is deceased, the Authorized Representative's Claim

Form must be accompanied by an order appointing the Authorized Representative on behalf of the Claimant's estate or a notarized statement that you are the Claimant's Authorized Representative and are legally authorized to act on their behalf. If the Claimant is not deceased, the Authorized Representative must submit a copy of the operative authorizing document (such as a Power of Attorney) or a notarized statement that the representative is legally authorized to act on behalf of the Claimant.

I attest to the best of my knowledge that the information provided in this Claim Form is accurate.

Signature: _____

Date: _____

Questions: Visit www.aaaaaaaaaaaaaaaa.com or call 1-***-***-****

To submit by U.S. Mail:

Brookdale Florida and North Carolina Settlement Program
Settlement Administrator
PO Box XXX
City, State XXXXX-XXXX

EXHIBIT 2
TO THE SETTLEMENT AGREEMENT

DRAFT MAIL NOTICE

[NOTE: CLAIM FORM TO BE INCLUDED AS ATTACHMENT TO MAIL NOTICE]

A preliminary settlement has been reached in a class action lawsuit against Brookdale Senior Living Inc. (“Brookdale”) claiming that Brookdale understaffed assisted living communities in Florida and North Carolina (“Brookdale ALFs”). Brookdale denies the allegations in the lawsuit and the Court has not decided who is right.

Who’s Included? You received this notice because Brookdale’s records show that you may be a Settlement Class Member. To be part of the Settlement Class, you must meet both of the following two criteria.

To be part of the Settlement Class, you must meet two criteria.

First, you must have moved into a Brookdale ALF:

- (a) in North Carolina from April 24, 2016 through [date of preliminary approval] if you paid a community fee, or from September 23, 2014 through [date of preliminary approval] if you did not pay a community fee, or
- (b) in Florida from November 10, 2019 through [date of preliminary approval] and you paid a community fee, or
- (c) in Florida from May 3, 2015 through November 9, 2019 if you (1) opted out of the Class Action Settlement reached in *Runton v. Brookdale Senior Living Inc.*, Case No. 17-cv-60664, which was filed in the U.S. District Court for the Southern District of Florida (“*Runton*”) or (2) filed a claim in *Runton* that was denied by the Settlement Administrator.

Second, the contractual documents must show that an enforceable arbitration agreement does not exist because:

- (a) The residency agreement was signed by a third party, and the authorizing document excludes the power to consent to arbitration or waive the right to a jury trial; or,
- (b) The arbitration provision in the residency agreement was stricken or declined in writing.

You are not part of the Settlement Class if you or your representative signed a residency agreement that included an arbitration provision and you or your representative (1) did not strike through the arbitration provision or decline it in writing, or (2) if the document giving your representative the power to sign the residency agreement did not exclude the power to consent to arbitration or waive the right to a jury trial. You also are not part of the Settlement if you moved into a Brookdale ALF in Florida but did not pay a community fee. Also excluded from the Settlement Class are (A)

Brookdale, Brookdale's officers, Brookdale's directors, and their immediate family members; (B) Class Counsel; and (C) the Judges who have presided over the Litigation and their immediate family members.

What Are the Settlement Terms? Brookdale has agreed to pay Settlement Class Members who paid a community fee 26% of their community fee payment plus an additional \$50.00 for every year the Settlement Class Member resided at a Brookdale ALF for up to three years. Settlement Class Members in North Carolina who did not pay a community fee are entitled to \$255.00 regardless of the number of years the Settlement Class Member resided at a Brookdale ALF.

How can I get a Payment? By completing the attached Claim Form and submitting by U.S. mail to the Claims Administrator at the address below. You may also download or file a Claim Form online at **xxxx**, or call the Claims Administrator at the toll-free number below to request a Claim Form. If you send in a Claim Form by regular mail, it must be postmarked on or before **Month DD, 2026**. The deadline to file a Claim online is **11:59 p.m. EDT on Month DD, 2026**. The Settlement Administrator shall reject the claim if it determines that you are not a Settlement Class Member.

Authorized Representatives. If you are an Authorized Representative of a Claimant and/or a Claimant's estate, you may submit a claim on behalf of the Claimant. An alternate Claim Form is attached if you are submitting a claim on behalf of a Claimant. If the Claimant is deceased, the Authorized Representative's Claim Form must be accompanied by an order appointing the Authorized Representative on behalf of the Claimant's estate, or a notarized statement that you are an Authorized Representative of the Claimant's estate and legally authorized to act on the estate's behalf. If the Claimant is not deceased, the Authorized Representative must submit a copy of the operative authorizing document (such as a Power of Attorney) or a notarized statement that the representative is legally authorized to act on behalf of the Claimant.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month DD 2026**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the settlement website. You may object to the Settlement by **Month DD, 2026**, by timely and strictly complying with the objection procedures detailed in the Settlement Agreement. The Long Form Notice available on the website listed below explains how to exclude yourself or object. The Court will hold a Final Approval Hearing on **Month DD, 2026** to consider whether to approve the Settlement and Plaintiffs' Motion for Attorneys' Fees. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to. For more information, call ##### or visit xxxxxxxxxxxxxxxxxxxx.com.

Brookdale Florida and North Carolina Settlement Program

Settlement Administrator

P.O. Box 27281

Richmond, VA 23261

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xxx.xxxxxxxx.com

EXHIBIT 3
TO THE SETTLEMENT AGREEMENT

UNITED STATES DISTRICT COURT FOR THE MIDDLE
DISTRICT OF TENNESSEE

[SETTLEMENT WEBSITE NOTICE]

A federal court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement¹ has been reached in a class action lawsuit against Brookdale Senior Living Inc. (“Brookdale”) alleging that Brookdale understaffed assisted living communities in Florida and North Carolina (“Brookdale ALFs”). The Settlement offers payments to Settlement Class Members who file valid claims.
- Brookdale denies the allegations in the lawsuit and the Court has not decided who is right.
- Your legal rights are affected whether you act, or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	If you are a member of the Settlement Class, you must submit a completed Claim Form to receive a payment. If the Court approves the Settlement and it becomes final and effective, and you are determined to be a Settlement Class Member, you will receive your payment by check.
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and if you do, you will receive no benefits from the Settlement.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up your right to bring your own lawsuit against Brookdale about the claims in this case if you are a Settlement Class Member.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.

¹ Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the website below .

- The Court in charge of this case must decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying claim forms. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because, before the Court decides whether to give Final Approval to the Settlement, you have a right to know about a proposed settlement of the consolidated class action lawsuits known as *Bright, et al. v. Brookdale Senior Living Inc.*, No. 3:19-cv-00374 and *Gunza, et al. v. Brookdale Senior Living Inc.*, Case No. 3:20-cv-00353 and all of your options. This notice explains the lawsuit, the Settlement, and your legal rights.

Chief Judge William L. Campbell, Jr. of the United States District Court, Middle District of Tennessee is overseeing this case. The people who sued, Meghan Bright, as Curator of the Estate of Leonard Foote; Mark Jeffrey Harris, as Executor of the Estate of Hattie Jeannette Wright Smith; Paul Platte, as Personal Representative of the Estate of David G. Adams; and, Steven B. Fox, as administrator of the Estate of George Gunza are called the "Plaintiffs." Brookdale Senior Living Inc. or Brookdale is called the "Defendant."

2. What is this litigation about?

The lawsuit alleges that Brookdale understaffed assisted living communities in Florida and North Carolina ("Brookdale ALFs") and misled residents in these states regarding its staffing practices; that Brookdale's alleged conduct violated North Carolina and Florida's consumer protection statutes and breached its contracts with residents; and, that Brookdale is liable for actual damages to the named Plaintiffs and classes of residents in Florida and North Carolina.

Brookdale denies each allegation of wrongdoing, liability and damages that were or could have been asserted in the litigation, and denies that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through litigation and trial.

The Plaintiffs' Complaint, Settlement Agreement, and other case-related documents are posted on the website, www.xxxxxx. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. What is Florida's and North Carolina's Deceptive and Unfair Trade Practices Act?

Florida's Deceptive and Unfair Trade Practices Act (commonly referred to as "FDUTPA") and North Carolina's Unfair and Deceptive Trade Practices Act (commonly referred to as "NCUDTPA") are state laws that prohibit unfair methods of competition, or unconscionable,

deceptive, or unfair acts or practices in the conduct of any trade or commerce. The Plaintiffs here allege that Brookdale made false representations about staffing at Brookdale ALFs in violation of FDUTPA and NCUDTPA.

4. Why is this a class action?

In a class action, there are persons called the "Class Representatives" (in this case, Meghan Bright, as Curator of the Estate of Leonard Foote; Mark Jeffrey Harris, as Executor of the Estate of Hattie Jeannette Wright Smith; Paul Platte, as Personal Representative of the Estate of David G. Adams; and, Steven B. Fox, as administrator of the Estate of George Gunza) who sue on behalf of themselves and other people with similar claims.

All the people who have claims similar to the Class Representatives for the reasons set forth below are members of the Settlement Class.

5. Why is there a settlement?

The Court has not found in favor of either Plaintiffs or Brookdale. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this notice. Brookdale denies all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT

6. Who is included in the Settlement?

To be part of the Settlement Class, you must meet two criteria.

First, you must have moved into a Brookdale ALF:

(a) in North Carolina from April 24, 2016 to [date of preliminary approval] if you paid a community fee, or from September 23, 2014 through [date of preliminary approval] if you did not pay a community fee, or

(b) in Florida from November 10, 2019 to [date of preliminary approval] and you paid a community fee, or

(c) in Florida from May 3, 2015 through November 9, 2019 if you (1) opted out of the Class Action Settlement reached in *Runton v. Brookdale Senior Living Inc.*, Case No. 17-cv-60664, which was filed in the U.S. District Court for the Southern District of Florida (“*Runton*”), or (2) filed a claim in *Runton* that was denied by the Settlement Administrator.

Second, the contractual documents must show that an enforceable arbitration agreement does not exist because:

- (1) Your residency agreement was signed by a third party, and the authorizing instrument excludes the power to consent to arbitration or waive the right to a jury trial; or,
- (2) The arbitration provision in the residency agreement was stricken or declined in writing.

You are not part of the Settlement Class if you or your representative signed a residency agreement that included an arbitration provision and you or your representative (1) did not strike through the arbitration provision or decline it in writing, or (2) if the document giving your representative the power to sign the residency agreement did not exclude the power to consent to arbitration or waive the right to a jury trial. You also are not part of the Settlement if you moved into a Brookdale ALF in Florida but did not a community fee. Also excluded from the Settlement Class are (A) Brookdale, Brookdale’s officers, Brookdale’s directors, and their immediate family members; (B) Class Counsel; and (C) the Judges who have presided over the Litigation and their immediate family members.

7. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class, or have any other questions about the Settlement, visit the settlement website at www.xxxx.com or call the toll-free number, 1-8XX-XXX-XXXX. You also may send questions to the Settlement Administrator at _____

Settlement Administrator, PO Box XXXX, City, State XXXXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

A. Settlement Class Members who submit a Claim Form approved by the Settlement Administrator and who made a Community Fee Payment will be entitled to (1) a refund of 26.0% (twenty-six percent) of their Community Fee Payment plus (2) an additional \$50.00 for every year the Settlement Class Member resided at a Brookdale ALF for up to three years.

B. Settlement Class Members in North Carolina who submit a Claim Form approved by the Settlement Administrator and who did not make a Community Fee Payment will be entitled to \$255.00, regardless of the number of years the Settlement Class Member resided at a Brookdale ALF.

9. How do I file a Claim?

If you qualify for a cash payment you must complete and submit a valid Claim Form. You can file your Claim Form online at www.xxxxxxxx.com or by sending it by U.S. Mail to the address below. The deadline to file a Claim online is **11:59 p.m. EDT on Month Day, 2026**.

If you received a Claim Form in the mail with a summary of this Notice, simply complete, sign, and mail the form by U.S. Mail to the address below.

Claim Forms submitted by mail must be postmarked on or before **Month Day, 2026** to:

Brookdale Florida and North Carolina Settlement Program
Settlement Administrator
PO Box XXX
City, State XXXXX-XXXX

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required.

You may submit a claim on behalf of a Claimant if you are a legally authorized representative of such Claimant. If the Claimant is deceased, the Authorized Representative's Claim Form must be accompanied by an order appointing the Authorized Representative on behalf of the Claimant's estate or a notarized statement that you are the Claimant's Authorized Representative and are legally authorized to act on the Claimant's behalf. If the Claimant is not deceased, the Authorized Representative must submit a copy of the operative authorizing document (such as a Power of Attorney) or a notarized statement that the representative is legally authorized to act on behalf of the Claimant.

10. When will I receive my payment?

Payments to Settlement Class Members will be made only after the Court grants Final Approval of the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue Brookdale on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself - or it is sometimes called "opting-out" of the Settlement Class.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must submit a “Request for Exclusion” from the Settlement by sending a written request to the Settlement Administrator at the address designated in the Notice no later than the Opt-Out Deadline (defined below):

Brookdale Florida and North Carolina Settlement Program
Settlement Administrator
PO Box XXX
City, State XXXXX-XXXX

If the exclusion is being requested by an individual who would otherwise be a Settlement Class Member, the Request for Exclusion must: (1) be signed by the Settlement Class Member who is requesting exclusion, (2) include the full name and address of the Settlement Class Member for whom exclusion is being requested, and (3) include the following statement: “I, (name of resident), request to be excluded from the settlement in the *Bright, et al. v. Brookdale Senior Living* and *Gunza, et al. v. Brookdale Senior Living* consolidated class action.”

If exclusion is being requested by a third party on behalf of an individual who would otherwise be a Settlement Class Member, the Request for Exclusion must: (1) be signed by the individual’s Authorized Representative, (2) include the full name and address of the individual for whom exclusion is being requested, (3) if the individual is deceased, the provision of either an order appointing the Authorized Representative as a representative of the estate, or a notarized statement that the Authorized Representative is legally authorized to act on behalf of the individual, (4) if the individual is not deceased, either a copy of the operative authorizing document or a notarized statement that the Authorized Representative is legally authorized to act on behalf of the individual, and (5) include the following statement: “I, (identify representative capacity), on behalf of (name

of resident), request for (name of resident) to be excluded from the settlement in the *Bright, et al. v. Brookdale Senior Living* and *Gunza, et al. v. Brookdale Senior Living* consolidated class action.”

A Request for Exclusion shall waive an individual’s right to object to the Settlement and to otherwise receive the benefits of the Settlement as set forth herein.

Your exclusion request must be postmarked no later than **Month Day, 2026 (the “Opt-Out Deadline”)**. You cannot ask to be excluded on the phone, by email, or at the website.

You may opt-out of the Settlement Class only for yourself.

12. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. If you are a Settlement Class Member and do not exclude yourself from the Settlement, you give up the right to sue Brookdale for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit if you are a Settlement Class Member.

13. What am I giving up to stay in the Settlement Class?

If you are a Settlement Class Member and do not exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against Brookdale about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.xxxxx.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in accurate legal terminology, so read it carefully. You can talk to the lawyers representing the Settlement Class listed in Question 15 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

14. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Fund if you exclude yourself from the settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

The Court has appointed the following lawyers as "Class Counsel" to represent all members of the Settlement Class.

Christa L. Collins
Collins Law PLLC
433 Central Ave., 4th Floor
Saint Petersburg, FL 33701
(727) 218-1763 (Telephone)

Kelly Bagby
Ali Naini
Stefan Shaibani
AARP FOUNDATION
601 E Street, NW
Washington, DC, 20049
(202) 734-2528 (Telephone)

Michael S. Kelley
KENNERLY, MONTGOMERY & FINLEY, P.C.
550 Main Street, Fourth Floor
Knoxville, Tennessee 37902
P.O. Box 442
Knoxville, Tennessee 37901
(865) 546-7311 (Telephone)

Bryan Gowdy (admitted pro hac vice)
CREED & GOWDY, P.A.
865 May Street
Jacksonville, FL 32204
(904) 350-0075 (Telephone)

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

Class Counsel intend to submit a Motion to Determine Attorneys' Fees and Expenses to ask the Court to require Brookdale to pay some or all of Class Counsel's attorneys' fees and expenses. Brookdale agrees that Class Counsel is entitled to reasonable attorneys' fees and costs, but intends to oppose the amount of fees and costs Class Counsel intends to request. The Court will issue an order determining the amount of fees and expenses to which Class Counsel is entitled.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement explaining why the Settlement should not be approved as fair, reasonable and adequate, or why the attorneys' fees and expenses requested in Plaintiffs' Motion to Determine Attorneys' Fees and Expenses should not be awarded.

To object, you must timely submit a written statement of the objection(s). The statement of the objection(s) must include: (a) a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention and any evidence the Settlement Class Member wishes to introduce in support of his/her objection(s); (b) whether the objection applies only to the objector, to a specific subset of the Settlement Classes, or to the entirety of the Settlement Classes; (c) the Settlement Class Member's name, address and telephone number; and (d) any other supporting papers, materials or briefs the Settlement Class Member wishes the Court to consider when reviewing the objection.

Settlement Class Members may raise an objection either on their own or through an attorney hired at their own expense. If a Settlement Class Member hires an attorney to represent him or her, the attorney must (a) file a notice of appearance with the Clerk of Court no later than XXXX (the "Objection Deadline") or as the Court otherwise may direct; and (b) serve a copy of the objection on Class Counsel and Brookdale's counsel, by email and first-class mail (as identified below), no later than the Objection Deadline.

If you wish to object, you or an attorney hired to act on your behalf must file the objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings) and send your objection via email and first-class mail to Class Counsel and Brookdale's counsel at each of the following addresses. Your objection must be postmarked by Month Day, 2026 (the "Objection Deadline").

Class Counsel	Brookdale's Counsel
Christa L. Collins Collins Law PL 433 Central Avenue, 4th Floor Saint Petersburg, FL 33701 Telephone: (727) 218-1763 Email: christa@clcclassactionlaw.com -and- AARP Foundation Kelly Bagby Ali Naini Stefan Shaibani 601 E Street, NW Washington, DC 20049 Telephone (202) 734-2528 anaini@aarp.org	Erica W. Rutner Cozen O'Connor 501 E. Las Olas Blvd. Suite 300 Fort Lauderdale, FL 33301 Telephone: (561) 245-6120 Email: erutner@cozen.com -and- John A. Bertino Cozen O'Connor 2001 M Street NW, Suite 500 Washington, DC 20036 Telephone: (202) 912-4881 Facsimile: (202) 640-5315 Email: jbertino@cozen.com

18. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Final Approval Hearing").

19. When and where will the Court decide whether to approve the settlement?

The Court has scheduled a Fairness Hearing on __/__/2026 at __:__, at the U.S. District Court for the Middle District of Tennessee. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.xxxxxx.com for updates. The Court will also consider Class Counsel's Motion to Determine Attorneys' Fees and Expenses. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide

whether to approve the Settlement and the amount of award attorneys' fees and expenses. It is unknown how long these decisions will take.

20. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. If you submitted your written objection on time, to the proper addresses, and it complies with all the other requirements set forth above, the Court will consider it. You also may pay your own lawyer to attend the hearing, but it is not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you are a Settlement Class Member and do not file a timely Claim, you will not get benefits from the Settlement. Further, if you are Settlement Class Member and do not exclude yourself from the Settlement, you will be bound by the judgment entered by the Court.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.xxxx.com. You also may write with questions to the Settlement Administrator at _____ Settlement Administrator, PO Box XXXX City, State XXXX-

XXX, or call the toll-free number 1-8XX-XXX-XXXX.