

UNITED STATES DISTRICT COURT FOR THE MIDDLE
DISTRICT OF TENNESSEE

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.BrookdaleBrightClassSettlement.com. 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 May 13, 2026, if you paid a community fee, or from September 23, 2014 through May 13, 2026, if you did not pay a community fee, or
- (b) in Florida from November 10, 2019 to May 13, 2026, 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 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.

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.BrookdaleBrightClassSettlement.com or call the toll-free number, 1-888-745-5080. You also may send questions to the Settlement Administrator at Brookdale FL and NC Settlement Administrator, PO Box 25008, Richmond, VA 23260.

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.BrookdaleBrightClassSettlement.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 January 24, 2027**.

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 **January 24, 2027** to:

Brookdale Florida and North Carolina Settlement Program
Settlement Administrator
PO Box 25008
Richmond, VA 23260

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 25008
Richmond, VA 23260

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 **September 10, 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.BrookdaleBrightClassSettlement.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 September 10, 2026 (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 September 10, 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 October 26, 2026, at 2:30 p.m., CT, 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.BrookdaleBrightClassSettlement.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.BrookdaleBrightClassSettlement.com. You also may write with questions to the Settlement Administrator at Brookdale FL and NC Settlement Administrator, PO Box 25008 Richmond, VA 23260, or call the toll-free number 1-888-745-5080.