

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

1. This Class Action Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiffs Joshua Wright, Loretta Stanley, Haley Quam, and Aiesha Lewis (“Named Plaintiffs”), individually and on behalf of all other similarly-situated persons, and Defendants Frontier Management LLC; Frontier Senior Living, LLC; and GH Senior Living, LLC d/b/a Greenhaven Estates Living (“Defendants”), subject to the approval of the Court. Plaintiffs and Defendants are collectively referred to as the “Parties.”

### **DEFINITIONS**

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

- a. “Action” means the Federal Action and the PAGA Action.
- b. “Aggrieved Employees” means all persons who are employed, have been employed, or are alleged in the Action to have been employed by Defendants as a non-exempt employee in the State of California at any time between July 7, 2018 and Preliminary Approval.
- c. The “California Class” or “Members of the California Class” means all persons who are employed, have been employed, or alleged in the Action to have been employed by Defendants as a non-exempt employee in the State of California between September 6, 2015 and March 1, 2022.
- d. “Class Counsel” means Schneider Wallace Cottrell Konecky LLP.
- e. “Class Counsel’s Costs” refers to the amount of reasonable litigation expenses Class Counsel incurred in connection with this Action, which shall not exceed One Hundred Ten Thousand Dollars (\$110,000.00), including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures.
- f. “Class List” means an electronic database containing a list of Settlement Class Members that Defendants will compile from their records. The Class List shall include: each Settlement Class Members’ (1) full name; (2) last known address; (3) last known email address (if any); (4) last known telephone number (if any); (5) Social Security number or tax ID number. The Class List shall also include: (6) the total number of workweeks that each Settlement Class Member worked in the state of California between September 6, 2015 and Preliminary Approval; (7) the total number of workweeks that each Settlement Class Member worked in the state of Washington between July 8, 2017 and Preliminary Approval; (8) the total number of workweeks that each Settlement Class Member worked in the state of Oregon between July 8, 2014 and Preliminary Approval; (9) the total number of workweeks that each Settlement Class Member worked in the state of Illinois between July 8, 2017 and Preliminary Approval; (10) and the total number of workweeks that each Collective Member worked in the United States of America, excluding the states California, Washington, Oregon, and Illinois,

between and including March 12, 2017 and Preliminary Approval. The Class List will also include an indication of whether the Settlement Class Member is also an Opt-In Plaintiff. The total number of workweeks may be determined by reference to weeks worked as reflected in pay records or dates of employment.

g. The “Collective” or “Collective Members” or “Opt-in Plaintiffs” means a certified collective action for settlement purposes only pursuant to 29 U.S.C. § 216(b), which includes all individuals who have submitted Opt-In Consent Forms in the Federal Action and worked for Defendants as non-exempt, hourly employees between March 13, 2017 and March 1, 2022.

h. “Court” means the Eastern District of California, where the Federal Action was filed, and where the Parties mutually agree to seek approval of this Settlement.

i. “Defendants” means Frontier Management LLC; Frontier Senior Living, LLC; and GH Senior Living, LLC d/b/a Greenhaven Estates Living.

j. “Defendants’ Counsel” means Constangy, Brooks, Smith & Prophete LLP.

k. “Effective Date” means (i) if there is an objection(s) to the settlement that is not subsequently withdrawn, then the date upon the expiration of time for appeal of the Court’s Final Approval Order; or (ii) if there is a timely objection(s) and appeal by an objector(s), then after such appeal(s) is dismissed or the Court’s Final Approval Order is affirmed on appeal; or (iii) if there are no timely objections to the settlement, or if any objections which were filed are withdrawn before the date of final approval, then the first business day after the Court’s order granting Final Approval of the Settlement.

l. “Federal Action” means the action *Wright, et al. v. Frontier Management LLC, et al.*, United States District Court, Eastern District of California, Case No. 2:19-cv-01767-JAM-CKD.

m. “Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services they rendered to Named Plaintiffs, Collective Members, and the Settlement Class in the Action. Class Counsel will not seek more than thirty-five percent (35%) of the Gross Settlement Amount as their Fee Award.

n. “Final” shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety. Notwithstanding the foregoing, any proceeding, order, or appeal pertaining solely to the

award of attorneys' fees, attorneys' costs, or any Service Award shall not by itself in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming "Effective."

o. "Final Approval" or "Final Approval Order" means the Court's Final Approval Order approving the Settlement and entering judgment.

p. "Final Approval Hearing" means the hearing to be held by the Court to consider the Final Approval of the Settlement.

q. "FLSA Releasees" means Defendants and their present and former parent companies, subsidiaries, related or affiliated companies or entities, communities and/or community real estate owners affiliated or related to Defendants (as listed in Exhibit A), and any of their shareholders, affiliates, and owners, members, joint employers, representatives, officers, directors, employees, agents, attorneys, insurers, predecessors, successors and assigns, as well as any individual or entity that could be liable for any of the Released Claims, and Defendants' Counsel. The FLSA Releasees do not include the entities ISL Employees, Inc. and Integrated Senior Living, LLC.

r. "Gross Settlement Amount" means the maximum non-reversionary total amount that Defendants shall pay in connection with this Settlement, including any interest earned on such funds, in exchange for the release of the Participating Individuals' Released Claims. The Gross Settlement Amount is the gross sum of Nine Million Five Hundred Thousand Dollars (\$9,500,000.00). The Gross Settlement Amount includes: (a) all Settlement Awards to Participating Individuals; (b) civil penalties under the Private Attorneys' General Act of 2004 ("PAGA"); (c) Class Representative Enhancement Payments; (d) Attorneys' Fees and Costs to Class Counsel, and (e) Settlement Administration Costs to the Settlement Administrator. Except for the Defendants' employers' portion of payroll taxes on Settlement Awards to Participating Individuals ("Defendants' Payroll Taxes"), the Parties agree that Defendants will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendants' Payroll Taxes. There will be no reversion.

s. The "Illinois Class" or "Members of the Illinois Class" means all persons who are employed, have been employed, or are alleged in the Action to have been employed by Defendants as a non-exempt employee in the state of Illinois between July 8, 2017 and March 1, 2022.

t. "Net PAGA Amount" means the Twenty-Five Percent (25%) of the amount of civil penalties under the PAGA, or Twenty-Three Thousand Seven Hundred Fifty Dollars (\$23,750.00).

u. "Net Settlement Amount" means the Gross Settlement Amount less: (i) Service Awards; (ii) Fee Award; (iii) Class Counsels' Costs; (iv) Settlement Administrator Costs; (v) the payment to Labor and Workforce Development Agency ("LWDA") for its share of PAGA penalties; (vi) and the Net PAGA Amount. The Parties acknowledge that all of these amounts are subject to the Court's approval.

v. “Notice Deadline” means the date sixty (60) days after the Settlement Notice is initially mailed to the Settlement Class. State Class Members shall have until the Notice Deadline to object to, or opt-out of the Settlement.

w. The “Oregon Class” or “Members of the Oregon Class” means all persons who are employed, have been employed, or are alleged in the Action to have been employed by Defendants as a non-exempt employee in the state of Oregon between July 8, 2014 and March 1, 2022.

x. “PAGA Action” means the action, *Wright, et al. v. Frontier Management LLC, et al.*, Superior Court of California, County of Alameda, Case Number RG19035167, including any and all related letters to the Labor Workforce Development Agency (“LWDA”) including any amended letters necessary to effectuate the Release.

y. “Participating Individuals” means (a) any State Class Members who do not submit a valid letter requesting to be excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement, (b) all Opt-In Plaintiffs (c) all State Class Members who cash or deposit their Settlement Award checks, and (c) all Aggrieved Employees. All Participating Individuals will be bound by all terms and conditions of the Settlement Agreement, including the release of the applicable Released Claims.

z. “Parties” means the parties to this Agreement: Plaintiffs Joshua Wright, Loretta Stanley, Haley Quam, and Aiesha Lewis; and Defendants Frontier Management LLC; Frontier Senior Living, LLC; and GH Senior Living, LLC d/b/a Greenhaven Estates Living.

aa. “Preliminary Approval” or “Preliminary Approval Order” means the Court’s Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

bb. “Releasees” or “Released Parties” means Defendants and their present and former parent companies, subsidiaries, related or affiliated companies or entities, communities and/or community real estate owners affiliated or related to Defendants (as listed in Exhibit B), and any of their shareholders, affiliates, and owners, members, joint employers, representatives, officers, directors, employees, agents, attorneys, insurers, predecessors, successors and assigns, as well as any individual or entity that could be liable for any of the Released Claims, and Defendants’ Counsel. The Releasees do not include the entities ISL Employees, Inc. and Integrated Senior Living, LLC.

cc. Released Claims means Participating Individuals’ Released Claims (as set forth in Paragraph 23) and Named Plaintiffs Released Claims (as set forth in Paragraph 25).

dd. “Service Award” means the payment to Named Plaintiff Joshua Wright, Named Plaintiff Loretta Stanley, Named Plaintiff Haley Quam, Named Plaintiff Aiesha Lewis, and Emily Gracey for their efforts in bringing and prosecuting their cases against the Defendants. The Service Award will not exceed the following amounts: Ten Thousand Dollars (\$10,000.00) for Plaintiff Joshua Wright, Five Thousand Dollars (\$5,000.00) for Plaintiff Loretta Stanley,

Five Thousand Dollars (\$5,000.00) for Haley Quam, Five Thousand Dollars (\$5,000.00) for Aiesha Lewis, and Five Thousand Dollars (\$5,000.00) for Emily Gracey.

ee. “Settlement Administrator” means SSI Settlement Services, Inc., the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

ff. “Settlement Administrator Costs” refer to the costs the Settlement Administrator will incur to distribute the Settlement Notice and Settlement Awards, which are estimated to be One Hundred Forty-Nine Thousand Four Hundred Dollars (\$149,400.00).

gg. “Settlement Award” means the payment that each Settlement Class Member shall be entitled to receive pursuant to the terms of this Agreement.

hh. “Settlement Class Members” means all Members of the California Class, all Members of the Washington Class, all Members of the Oregon Class, all Members of the Illinois Class, all Collective Members, all Aggrieved Employees, and the Named Plaintiffs.

ii. “Settlement Notice” means the Notice of Class Action Settlement to be issued to State Class Members, including Aggrieved Employees and the Named Plaintiffs, and Notice of Collective Action Settlement to be issued to the Collective Members who are not also State Class Members, substantially in the forms as Exhibits C and D attached hereto, respectively, or as approved by the Court.

jj. “State Class Members” means all Members of the California Class, all Members of the Washington Class, all Members of the Oregon Class, all Members of the Illinois Class, including the Named Plaintiffs.

kk. The “Washington Class” or “Members of the Washington Class” means all persons who are employed, have been employed, or are alleged to have been employed in the Action by Defendants as a non-exempt employee in the state of Washington between July 8, 2017 and March 1, 2022.

## RECITALS

1. On September 6, 2019, Plaintiff Joshua Wright filed an initial class and collective action asserting claims under the California Labor Code and under the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq. (“FLSA”). *Wright, et al. v. Frontier Management LLC, et al*, United States District Court, Eastern District of California, Case No. 2:19-cv-01767-JAM-CKD. Specifically, the Federal Action asserted claims for: (1) failure to pay minimum and overtime wages in violation of the FLSA; (2) failure to pay for all hours worked in violation of Labor Code sections 201, 202, 204, and 221-223; (3) failure to pay minimum wage and liquidated damages in violation of Labor Code sections 1182.11, 1182.12, 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of Labor Code section 510; (4) failure to provide meal and rest breaks in violation of Labor Code sections 226.7 and 512; (5) failure to provide accurate itemized wage statements in violation of Labor Code section 226; (6) failure to timely pay final wages and waiting time penalties in violation of Labor Code sections 201, 202 and 203; (7) violation of the

California Unfair Competition Law; and (8) failure to reimburse business expenses. Defendants filed their Answer on December 2, 2019, denying Plaintiff's allegations.

2. Plaintiff Joshua Wright filed a First Amended Complaint in the Federal Action on February 9, 2021, which added Plaintiffs Loretta Stanley, Haley Quam, and Aiesha Lewis; asserted FLSA claims on their behalf; and alleged Washington, Oregon, and Illinois state class wage and hour claims on their behalf.

3. Defendants filed a motion to dismiss pursuant to Fed. R. Civ. P. 12(b)(6) on March 15, 2021. The district court granted Defendants' motion on June 1, 2021, dismissing the Federal Action with prejudice and without leave to amend. Plaintiffs appealed the district court's order on June 17, 2021. The appeal is currently pending before the United States Court of Appeals for the Ninth Circuit, Case No. 21-16052.

4. Prior to dismissal of the Federal Action, a total of 953 individuals filed FLSA opt-in consent forms in the Federal Action.

5. Plaintiff Joshua Wright filed a separate action against Defendants on September 16, 2019, in the Superior Court of California, County of Alameda, to assert additional claims for penalties under California Private Attorneys General Act ("PAGA") § 2699 arising from Defendants' violations of the Cal. Lab. Code. *Wright, et al. v. Frontier Management LLC, et al.*, Superior Court of California, County of Alameda, Case Number RG19035167. Defendants filed their Answer on January 17, 2020, denying Plaintiff's allegations.

6. On April 8, 2021, Defendants filed a motion to strike PAGA allegations in the complaint under the theory that the allegation would be unmanageable. That same day, Defendants filed a motion for summary judgment arguing, inter alia, that Plaintiff failed to exhaust his administrative remedies under the PAGA. On July 2, 2021, the superior court denied Defendants' motion to strike and motion for summary judgment without prejudice, and ordered Plaintiff Joshua Wright to file a first amended complaint to more clearly plead separate causes of action against Defendants for each alleged violation of a Labor Code provision or industrial wage order. Plaintiff Joshua Wright filed a First Amended Complaint in the PAGA Action on July 14, 2021.

7. On September 10, 2021, Defendants filed a petition for writ of mandate for an order directing the superior court to vacate its July 2, 2021 order and to rule on Defendants' motion to strike on its merits. The petition for writ of mandate is currently pending before the Court of Appeal of the State of California, First Appellate District, Division One, Case No. A163424.

8. Through the federal and California state actions, Plaintiffs alleges that Defendants violated the Fair Labor Standards Act, and the wage and hour laws of California, Washington, Oregon, and Illinois by failing to pay non-exempt, hourly employees earned wages and failing to provide legally compliant meal and rest periods. On this basis, Plaintiffs brought claims against Defendants for unpaid minimum wages and overtime wages, failure to pay all hours worked, failure to provide meal and rest periods, inaccurate wage statements, failure to maintain pay records, failure to pay final wages, waiting time penalties, failure to reimburse expenses, unlawful deductions, unfair competition, consumer protection, and civil penalties under the PAGA.

9. On July 29, 2020, the Parties participated in a full-day mediation before respected wage and hour mediator David Rotman. The case did not settle that day. The Parties agreed to attend a second, half-day mediation which was held on August 26, 2020, before the same mediator, but the case did not settle that day.

10. On October 5, 2021, the Parties further participated in a full-day mediation before respected wage and hour mediator Steven Serratore. The case did not settle that day. The Parties agreed to the mediator's proposal, which included terms of the settlement, on October 6, 2021. The Parties thereafter negotiated the specific terms of this Settlement and have agreed to settle all pending litigation as provided in this Agreement.

11. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the PAGA Action and Federal Action. In agreeing to this Settlement Agreement, Named Plaintiffs have considered: (a) the facts developed during pre-mediation, informal discovery and the Parties' mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendants; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Named Plaintiffs have concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of Named Plaintiffs, the Opt-In Plaintiffs, State Class Members who cash or deposit their Settlement Award checks, Aggrieved Employees and the Settlement Class (as defined above) to settle their claims against Defendants pursuant to the terms set forth herein.

12. Defendants deny all claims as to liability, damages, penalties, interest, fees, and all other forms of relief, as well as deny the allegations asserted in the PAGA Action and in the Federal Action. Defendants have agreed to resolve the PAGA Action and the Federal Action via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendants do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations in the PAGA Action and in the Federal Action upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class, collective and/or representative action treatment on any grounds, as well as asserting any and all other privileges and potential defenses. This Settlement Agreement shall not be construed as an admission by Defendants or any of the Releasees and FLSA Releasees (as defined above) of any fault, liability or wrongdoing, which Defendants expressly deny.

13. To the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the Named Plaintiffs and Class Counsel (as defined above) agree that Defendants retain and reserve these rights stated in the preceding sentence, and to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, the Named Plaintiffs and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that based on this Settlement Agreement, Defendants cannot contest class certification, collective or representative action treatment on any grounds whatsoever or assert any and all other privileges or potential defenses if the PAGA Action or the Federal Action were to proceed.

14. The Parties recognize that Court approval of this Settlement is required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it and the Settlement Effective Date occurs.

15. The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing collective action certification under the FLSA pursuant to 29 U.S.C. § 216(b), and class certification pursuant to Federal Rule of Civil Procedure 23 are met. Should this Settlement not become Final, such stipulation to certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not collective or class certification would be appropriate in a non-settlement context, or whether the PAGA Action can proceed on a representative basis. Defendants deny that class and/or collective action treatment is appropriate in the litigation context or for trial or that the PAGA Action is appropriate to proceed in the litigation context or for trial.

16. The Parties stipulate and agree that for settlement purposes only, the Parties shall file a stipulation in the PAGA Action and Defendants' petition for writ of mandate before the California Court of Appeal (Case No. A163424) for a stay pending approval of this Settlement and following approval of this Settlement, a dismissal without prejudice of the PAGA Action. In the event that the stipulated request for the stay is not granted by the respective courts, the Parties stipulate and agree that for settlement purposes only, the Parties shall meet and confer regarding a process for approval that is acceptable to and maintains both parties in the same position as prior to the settlement. In the event the Settlement is not approved, the Parties agree that Plaintiff Wright may re-file his PAGA complaint in Alameda Superior Court, Defendants be permitted to refile a motion to strike and motion for summary judgment without prejudice, and Defendants be permitted to pursue any appeal on the same basis as the currently pending petition for writ of mandate without prejudice, and the Parties shall be placed in the same position as they were in immediately prior to resolution. These agreements will be effectuated through stipulations to be filed with the state court and/or appellate court as appropriate.

17. The Parties stipulate and agree that for settlement purposes only, the Parties shall seek to stay Plaintiffs' appeal of the Federal Action before the Ninth Circuit. In the event the Settlement is not approved, the Parties agree that both Parties may request that the stay in the Ninth Circuit be lifted and the Parties shall be placed in the same position as they were in immediately prior to dismissal without prejudice of the appeal of the Federal Action before the Ninth Circuit.

18. The Parties stipulate and agree that for settlement purposes only, to the filing of a Complaint in the Federal Action ("Operative Complaint") that consolidates the claims, legal allegations, and factual allegations pled in the PAGA Action and the Federal Action, to assert the same federal, California, Washington, Oregon, and Illinois state law claims for the violations of federal and California, Washington, Oregon, and Illinois labor laws asserted in the Complaint filed in the Federal Action, Dkt. No. 57, and in the PAGA Action, and as necessary to otherwise effectuate the Release in this Settlement Agreement promptly after execution of this Settlement Agreement. The Operative Complaint will be attached hereto as Exhibit E. The Parties stipulate and agree that for settlement purposes only, Defendants consent to the filing of the Complaint and to personal and subject matter jurisdiction in the Court. The Parties further stipulate and agree that Plaintiff shall file an amended PAGA letter ("Amended PAGA Letter") to the LWDA consistent



with this Agreement to effectuate this Agreement and/or Releases in Paragraph 23. The Amended PAGA letter will be attached hereto as Exhibit F. The settlement is expressly conditioned upon the approval by both Parties of the Operative Complaint and Amended PAGA Letter.

19. This Settlement is conditioned on the dismissal with prejudice of Defendants and Releasees from the lawsuit entitled *Emily Gracey v. Frontier Management, LLC, et al.*, Stanislaus Superior Court, Case No. CV-22-000990 (the “Gracey Action”). If the Court in this Action does not approve this Settlement or Defendants and the Releasees are not dismissed with prejudice from the Gracey Action, the Parties shall meet and confer to make reasonable efforts to obtain approval of this Settlement and secure the dismissal with prejudice of the claims against Defendants and the Releasees in the Gracey Action and as alleged in the letter dated December 29, 2021 from Emily Gracey’s counsel to the Labor Workforce Development Agency, Case No. LWDA-CM-860102-21 (the “Gracey Letter”). Defendants shall not be required under any circumstances to increase or pay more than the Gross Settlement Fund in this Action. If the Parties cannot obtain judicial approval of this Settlement and secure dismissal with prejudice of the claims against Defendants and the Releasees in the Gracey Action and the Gracey Letter, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in this Action or any other legal proceeding.

20. In the event the Settlement is not approved, the Parties agree that the Parties shall be placed in the same position as they were in immediately prior to execution of this Settlement Agreement. Defendants agree that no statute of limitations on any claim would run against Plaintiffs or any Settlement Class Member from and including October 6, 2021, until and including the date the Court issues an order denying final approval of the Settlement (except those claims that are already barred by any applicable statute of limitations).

21. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that Named Plaintiffs’ and the Participating Individuals’ claims as described herein against Defendants shall be settled, compromised and dismissed, on the merits and with prejudice, and that the Named Plaintiffs’ and Participating Individuals’ Released Claims shall be finally and fully compromised, settled and dismissed as to the Defendants, Releasees, and FLSA Releasees in the manner and upon the terms and conditions set forth below.

### **RELEASES**

22. In exchange for the consideration set forth in this Settlement Agreement, Named Plaintiffs and Participating Individuals agree to release all claims against the Releasees and FLSA Releasees as set forth herein as applicable.

23. **Participating Individuals’ Released Claims.** Upon Final Approval of the Settlement Agreement and payment of amounts set forth herein, and except as to such rights or claims as may be created by this Settlement Agreement, Named Plaintiffs (including Plaintiff Joshua Wright on behalf of the LWDA and the Aggrieved Employees), and all Participating Individuals shall and hereby do release and discharge all Releasees, finally, forever and with

prejudice, from any and all claims alleged, or that could have been alleged based on the facts alleged in the Action, and the claims as follows:

- a. Released FLSA Claims: Opt-In Plaintiffs shall release all Releasees and FLSA Releasees from the following rights or claims: any and all claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* (“FLSA”) that were pled or could have been pled based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including but not limited to the Operative Complaint, between March 13, 2017 and March 1, 2022, as well as any state law minimum wage and overtime wage claims to the extent they overlap with the FLSA time period (between March 13, 2017 and March 1, 2022). The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law.
- b. Released California Class Claims: The California Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims under California law, including all claims that were pled or could have been pled based on or arising out of the factual predicates and/or allegations of any Complaints or PAGA Letters in the Action, including but not limited to the Operative Complaint and Amended PAGA Letter. This includes claims for: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay), meal or rest period premiums or penalties; failure to pay for all hours worked; failure to provide compliant meal and rest periods, failure to reimburse business expenses, failure to provide timely and compliant wage statements, improper recordkeeping, unfair business practices; including related premiums, statutory penalties; waiting time penalties, civil penalties including, but not limited to, claims under PAGA; liquidated damages; interest; punitive damages; costs; attorneys’ fees; injunctive relief; declaratory relief; or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy; between September 6, 2015 and March 1, 2022
- c. Released Washington Class Claims: The Washington Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims under Washington law, including all claims that were pled or could have been pled based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including but not limited to the Operative Complaint: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping, unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys’ fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort,

contract, or pursuant to a statutory remedy, between July 8, 2017 and March 1, 2022.

- d. Released Oregon Class Claims: The Oregon Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims under Oregon law, including all claims that were pled or could have been pled based on or arising out of the same factual predicates and/or allegations of any Complaints in the Action, including but not limited to the Operative Complaint: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping, unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy, between July 8, 2014 and March 1, 2022.
- e. Released Illinois Class Claims: The Illinois Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims under Illinois law, including all claims that were pled or could have been pled based on or arising out of the same factual predicates and/or allegations of any Complaints in the Action, including but not limited to the Operative Complaint: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping, unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy, between July 8, 2017 and March 1, 2022.
- f. Released PAGA Claims: Plaintiff Wright fully releases the claims and rights to recover civil penalties against the Releasees on behalf of the LWDA and Aggrieved Employees, to recover civil penalties, costs, expenses, attorneys' fees, or interest against the Releasees on behalf of Aggrieved Employees and LWDA for any Labor Code or Wage Order violation alleged or could have been alleged in any Complaints or PAGA Letters, including but not limited to the Operative Complaint and Amended PAGA Letter, in the Action, including violations of the following: (1) (failure to pay minimum wage), (2) (failure to pay overtime wages), (3) (failure to provide meal and rest periods and/or premiums); (4) (failure to compensate for all hours worked); (5) (failure to provide and maintain records and to provide timely and compliant itemized wage statements); (6) (waiting time penalties); and (7) (failure to reimburse for necessary business expenditures) through Preliminary Approval. The Parties agree that there shall be no right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the release of PAGA claims. The Parties intend and agree that the Final Approval Order and the

Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law.

- g. State Class Members who are not Opt-In Plaintiffs and who cash, deposit, or otherwise negotiate their Settlement Award checks shall also release any and all claims against the Releasees and the FLSA Releasees under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, arising from or related to their work for Defendants in the States of California, Washington, Oregon, and/or Illinois between March 13, 2017 and March 1, 2022.
- h. State Class Members who are not Opt-In Plaintiffs and who do not cash or deposit their Settlement Award checks, shall not release any claims against the Released Parties under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*

24. **Release Language on Settlement Checks.** The Settlement Administrator shall include the following release language on the back of each Settlement Award check, or to the extent the following release language does not fit on the back of each Settlement Award check, the Settlement Administrator shall include the following release language attached to each Settlement Award check, as appropriate for Named Plaintiffs, Collective Members, other State Class Members who do not opt-out of the Settlement, and Aggrieved Employees:

- (a) For Collective Members Who Are Not State Class Members: “As explained in the previously provided Notice, this check is your settlement payment in connection with the court-approved collective action Settlement in *Wright, et al. v. Frontier Management LLC, et al.*, United States District Court, Eastern District of California, Case No. 2:19-cv-01767-JAM-CKD. By you having consented to join the Collective Action, and the court having approved the Settlement, you have released Frontier Management LLC; Frontier Senior Living, LLC; GH Senior Living, LLC; and other FLSA Releasees of all claims under the Fair Labor Standards Act, as well as any state law minimum wage and overtime wage claims to the extent they overlap with the FLSA time period (between March 13, 2017 and March 1, 2022.”
- (b) For Named Plaintiffs and Other State Class Members Who Are Also Collective Members: “As explained in the previously provided Notice, this check is your settlement payment in connection with the court-approved class action Settlement in *Wright, et al. v. Frontier Management LLC, et al.*, United States District Court, Eastern District of California, Case No. 2:19-cv-01767-JAM-CKD. By not opting out of the Settlement, and having consented to join the Collective Action, you have released Frontier Management LLC; Frontier Senior Living, LLC; GH Senior Living, LLC; and other Releasees and FLSA Releasees of all Settlement Class Members’ Released Claims as defined in the Settlement Agreement, including claims under the Fair Labor Standards Act and applicable state law.”

- (c) For Other State Class Members Who Are Not Collective Members: “As explained in the previously provided Notice, this check is your settlement payment in connection with the court-approved class action Settlement in *Wright, et al. v. Frontier Management LLC, et al.*, United States District Court, Eastern District of California, Case No. 2:19-cv-01767-JAM-CKD. By not opting out of the Settlement, you have released Frontier Management LLC; Frontier Senior Living, LLC; GH Senior Living, LLC; and other Releasees of all Settlement Class Members’ Released Claims as defined in the Settlement Agreement, except for claims under the Fair Labor Standards Act (“FLSA”). By signing and cashing your check, you consent to join the Collective Action and affirm your release of FLSA claims against Releasees.”
- (d) For Aggrieved Employees Who Are Not State Class Members and Who Are Not Collective Members: “As explained in the previously provided Notice, this check is your settlement payment in connection with the court-approved Settlement in *Wright, et al. v. Frontier Management LLC, et al.*, United States District Court, Eastern District of California, Case No. 2:19-cv-01767-JAM-CKD. You are receiving this check as an Aggrieved Employee as defined in the Settlement Agreement, for claims under the Private Attorneys General Act.”

25. **Named Plaintiffs’ Released Claims.** Named Plaintiffs’ Released Claims means a general release of any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Releasees and FLSA Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum, straight time, or overtime wages, meal breaks, rest breaks, premium pay, business expenses, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Named Plaintiffs’ Released Claims include, but are not limited to, the Participating Individuals’ Released Claims, as well as any other claims under any provision of federal, state, or local law, including the FLSA, and California, Washington, Oregon, and Illinois wage and hour laws. Upon Final Approval, Named Plaintiffs and Emily Gracey shall be deemed to have fully, finally, and forever released Releasees and FLSA Releasees from all Named Plaintiffs’ Released Claims through the date of Preliminary Approval. Furthermore, upon Final Approval, Named Plaintiffs and Emily Gracey shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had relating to the Named Plaintiffs’ Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

### **CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION**

26. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Settlement Class, and notifying the Settlement Class of this Settlement:

- a. **Complaint.** The Parties stipulate and agree that for settlement purposes only, the Parties consent to the filing of a Complaint that consolidates the claims, legal allegations, and factual allegations pled in the PAGA Action and the Federal Action, and as otherwise necessary to effectuate the Release in this Settlement Agreement, and to personal and subject matter jurisdiction in the Court. Named Plaintiffs shall file the Complaint in the Court before the filing of the Unopposed Motion for Preliminary Approval of Settlement Agreement discussed in Paragraph 26.b and shall take any other necessary steps to effectuate the releases in this Settlement Agreement.
- b. **Request for Class Certification and Preliminary Approval Order.** Named Plaintiffs shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Settlement Class pursuant to 29 U.S.C. § 216(b) and Federal Rule of Civil Procedure 23 for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Named Plaintiffs' motion for Final Approval of the Settlement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing. Class Counsel shall provide Defendants' Counsel a copy of a draft Unopposed Motion for Preliminary Approval of Settlement Agreement at least two (2) days in advance of filing it with the Court.
- c. **Notice.** The Settlement Administrator shall be responsible for preparing, printing, mailing, and emailing the Settlement Notice to all Settlement Class Members. The Settlement Administrator will also create a website for the Settlement, which will allow Settlement Class Members to view the Class Notice (in generic form), this Settlement Agreement, and all papers filed by Class Counsel to obtain preliminary and final approval of the Settlement Agreement. Additionally, the Settlement website will provide contact information for Class Counsel and the Settlement Administrator. The

Settlement Administrator will provide Class Counsel and Defendants' counsel with a preview of the proposed website. Class Counsel and Defendants' counsel must approve the website before it goes live and also must approve any modifications to the website. The Settlement Administrator shall also create a toll-free telephone number to field telephone inquiries from Settlement Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the website and call center down after the 180-day check cashing period for Settlement Award Checks.

- d. Within thirty (30) calendar days after the Court's Preliminary Approval of the Settlement, Defendants shall provide to the Settlement Administrator and Class Counsel the Class List. Class Counsel agree that they shall use the information contained in the Class List only for the purpose of assisting with the administration of the Settlement, including fielding questions from Settlement Class Members. Class Counsel shall provide the Settlement Administrator with updated addresses or contact information for Opt-In Plaintiffs in their possession.
- e. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems.
- f. Within ten (10) business days after receiving the contact information for the Settlement Class Members, the Settlement Administrator shall mail and email (if email addresses are available) the agreed-upon and Court-approved Settlement Notice to Settlement Class Members. The Settlement Administrator shall provide notice to Class Counsel and Defendants' Counsel that the Settlement Notice has been mailed.
- g. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Settlement Class Member involved, and shall re-mail the Notice of Settlement. For Opt-In Plaintiffs only, the Settlement Administrator shall also promptly work with Class Counsel to obtain forwarding addresses. Class Counsel shall use their best efforts to locate forwarding addresses for Opt-In Plaintiffs whose Notices of Settlement are returned as non-delivered. Under no circumstances shall such re-mailing extend the Notice Deadline.
- h. Within ten (10) business days after the Notice Deadline, the Settlement Administrator shall provide Defendants' Counsel and Class Counsel, respectively, a report showing: (i) a list of Participating Individuals and

Opt-In Plaintiffs by unique identifier; (ii) the Settlement Awards owed to each of the Participating Individuals and Opt-In Plaintiffs; (iii) the final number of State Class Members who have submitted objections or valid letters requesting exclusion from the Settlement; (iv) the number of undeliverable Notices of Settlement; (v) the estimated average and median recovery per State Class Member who have not submitted valid letters requesting exclusion from the Settlement (including estimated amounts by State Class Members belonging to California, Washington, Oregon, and Illinois Classes); (vi) the estimated average and median recovery per Opt-In Plaintiff; (vii) the largest and smallest estimated amounts to be paid to State Class Members who have not submitted valid letters requesting exclusion from the Settlement (including estimated amounts by State Class Members belonging to California, Washington, Oregon, and Illinois Classes); and (viii) the largest and smallest estimated amounts to be paid to Opt-In Plaintiffs.

- i. Defendants will not take any adverse action against any current or former employee on the grounds that he/she is eligible to participate and/or does participate in the Settlement. Defendants will not discourage participation in this Settlement Agreement or encourage objections or opt-outs.
- j. Upon completion of administration of the Settlement, the Settlement Administrator shall provide written certification of such completion to counsel for all Parties and the Court. This written certification shall include the total number of Participating Individuals; the average and median recovery per Participating Individual; the largest and smallest amounts paid to Participating Individuals; and the number and value of checks not cashed. Within ten (10) business days after the conclusion of the 180-day check cashing period below, the Settlement Administrator shall provide Defendants' Counsel and Class Counsel, respectively, a report regarding the total amount of any funds that remain from checks that are returned as undeliverable or are not negotiated.

27. **Disputes Regarding Workweeks.** To the extent that any Settlement Class Member disputes the number of workweeks that the Settlement Class Member worked, as shown in his or her Settlement Notice, such Settlement Class Members may produce evidence to the Settlement Administrator establishing the dates they contend to have worked for Defendants. Weeks "worked" for purposes of this settlement will be determined by using workweeks reflected in pay records or by using dates of employment. The deadline for Settlement Class Members to submit disputes pursuant to this paragraph is the Notice Deadline (disputes must be postmarked by the Notice Deadline). Unless the Settlement Class Member presents convincing evidence proving he or she worked more workweeks than shown by Defendants' records, his/her Settlement Award will be determined based on Defendants' records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendants shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet



and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Settlement Class Member of the decision.

28. **Objections.** The Settlement Notice shall provide that State Class Members who wish to object to the Settlement must, on or before the Notice Deadline, file with the court a written statement objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the objector, and must include the objector's name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise State Class Members that objections shall only be considered if the State Class Member has not opted out of the Settlement. No State Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the State Class Member's intention to appear at the Final Approval Hearing has been filed with the Court and served upon Class Counsel and Defendants' Counsel on or before the Notice Deadline and the State Class Member has not opted out of the Settlement. The postmark date of mailing to Class Counsel and Defendants' Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. If postmark dates differ, the later of the two postmark dates will control. Absent good cause found by the court, persons who fail to make timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. However, the requirement that the State Class Member submit a written objection may be excused by the Court upon a showing of good cause. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

29. **Requests for Exclusion.** The Settlement Notice shall provide that State Class Members, other than Named Plaintiffs, who wish to exclude themselves from the Settlement ("opt out") must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the State Class Member's full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the State Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement. Aggrieved Employees are bound by and cannot exclude themselves from the PAGA component of the Settlement even if they request exclusion.

30. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid, the Settlement Administrator shall provide the State Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the State Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

31. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defendants' Counsel a copy of a draft Unopposed Motion for Final Approval of Settlement Agreement at least five (5) days in advance of filing it with the Court. Named Plaintiffs shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the settlement and to enter a Final Approval Order:

- a. certifying this Action and Settlement Class as an FLSA collective action under 29 U.S.C. § 216(b) and as a class action under Federal Rule of Civil Procedure 23 for purposes of settlement only;
- b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;
- c. approving the Settlement as final and its terms as a fair, reasonable and adequate;
- d. approving the payment of the Service Awards to Named Plaintiff Joshua Wright, Named Plaintiff Loretta Stanley, Named Plaintiff Haley Quam, Named Plaintiff Aiesha Lewis, and Emily Gracey;
- e. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;
- f. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- g. directing that the Action be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Participating Individuals' Released Claims, Named Plaintiff Released Claims and the PAGA Released Claims of the LWDA;
- h. directing that a Final Judgment be entered; and
- i. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

32. **Post Judgment Report.** At the conclusion of the 180-day check cashing period set forth below and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Participating Individuals, Plaintiff's Counsel shall submit a post-

judgment report to the Court of regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

### **SETTLEMENT FUNDS AND AWARD CALCULATION**

33. **Funding of Settlement.** The Settlement Administrator will administer this Settlement. Within thirty (30) days of Final Approval of the Settlement, Defendants shall pay the Settlement Administrator into the Settlement Administrator's designated account. Defendants shall not have access to the Gross Settlement Amount, or to any earned interest, once those funds are deposited into the Settlement Administrator's designated account. Any interest gained on the Gross Settlement Amount in the Settlement Administrator's designated account shall be deemed part of the Gross Settlement Amount. The Gross Settlement Amount is fully non-reversionary. All disbursements shall be made from the Gross Settlement Amount.

34. **Payments.** Subject to the Court's Final Approval Order and the occurrence of the Effective Date, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

- a. **Service Awards to Named Plaintiffs.** Subject to the Court's approval, Plaintiff Joshua Wright shall receive Ten Thousand Dollars (\$10,000.00), Plaintiff Loretta Stanley shall receive Five Thousand Dollars (\$5,000.00), Plaintiff Haley Quam shall receive Five Thousand Dollars (\$5,000.00), and Plaintiff Aiesha Lewis shall receive Five Thousand Dollars (\$5,000.00), for their efforts in bringing and prosecuting this matter. Subject to the Court's approval, Emily Gracey shall receive up to Five Thousand Dollars (\$5,000.00) for her efforts in bringing and prosecuting the Gracey matter. The Settlement Administrator shall issue an IRS Form 1099 for these payments. These payments shall be made within (30) days after the Effective Date or as soon as reasonably practicable. If the Court approves Service Award in amounts less than what Named Plaintiffs and Emily Gracey request, the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the judgment from becoming a final judgment or the Settlement from becoming Effective. The Named Plaintiffs and Emily Gracey assume full responsibility for paying all taxes, if any, due as a result of the Service Awards.
- b. **Fee Awards and Costs.**
  - i. Subject to the Court's approval, Class Counsel shall receive the Fee Award, which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the

Action. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of Class Counsel's Costs. These payments of attorneys' fees and costs shall be made within thirty (30) days after the Effective Date or as soon as reasonably practicable.

- ii. The approved Fee Award and Class Counsel's Costs, even if less than what Class Counsel requests, shall constitute full satisfaction of Defendants' obligations to pay amounts to any person, attorney or law firm for attorneys' fees or costs in this Action on behalf of Named Plaintiff and/or any other Settlement Class Member, and shall relieve Defendants from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of Named Plaintiff or any other Settlement Class Member. If the Court approves a Fee Award and/or Class Counsel's Costs Award in an amount less than what Class Counsel request, the reduction in the Fee Award and/or Class Counsel's Costs Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Fee Award and/or Class Counsel's Costs Award in any way delay or preclude the judgment from becoming a Final or the Settlement from becoming effective.
- iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

c. **Labor and Workforce Development Agency Payment.** Subject to Court approval, the Parties agree that the amount of Ninety-Five Thousand Dollars (\$95,000.00) from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiffs and aggrieved parties under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA"). Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy-One Thousand Two Hundred and Fifty Dollars (\$71,250.00), of this sum will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five Percent (25%), or Twenty-Three Thousand Seven Hundred and Fifty Dollars (\$23,750.00), will be allocated to the Net PAGA Amount. The payment to the LWDA shall be made by the Settlement Administrator within thirty (30) days after the Effective Date or as soon as reasonably practicable.

d. **Settlement Administration Costs.** Settlement Administration costs shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts

to control and minimize the costs incurred in the administration of the Settlement.

- e. **Settlement Awards to Eligible Class Members.** Settlement Awards shall be made to Participating Individuals as set forth below.

35. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Defendants, Class Counsel, or Defendants' Counsel based on distributions or payments made in accordance with this Settlement Agreement.

### **CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS**

36. **Settlement Award Eligibility.** All Participating Individuals shall be paid a Settlement Award from the Net Settlement Amount. All Aggrieved Employees shall be paid a Settlement Award from the Net PAGA Amount.

37. Any State Class Member who fails to submit a timely request to exclude themselves from the Settlement by following the procedure set forth in the Settlement Notice shall automatically be deemed a Participating Individual whose rights and claims with respect to the issues raised in the Action are determined by any order the Court enters granting final approval, and any judgment the Court ultimately enters in the Action. Any such Settlement Class Member's rights to pursue any Released Claims (as defined in this Settlement Agreement) will be extinguished.

38. **Settlement Award Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Settlement Award to be paid to each Participating Individuals based on the below formulas:

- a. Participating Individuals shall receive a *pro rata* portion of the Net Settlement Amount as follows:
  - i. When calculating the individual Settlement Awards to Settlement Class Members following Final Approval (for purposes of preparing Individual Settlement Payment checks), the Settlement Administrator will not include State Class Members who validly request exclusion from the Settlement but will assume that all Opt-In Plaintiffs cash their Settlement Award checks.
  - ii. For each week during which the Participating Individual performed work for Defendants as alleged in the Complaint he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Participating Individual worked at any time in:

(1) California (between September 6, 2015 and March 1, 2022);

- (2) Washington (between July 8, 2017 and March 1, 2022);
  - (3) Oregon (between July 8, 2014 and March 1, 2022);
  - (4) Illinois (between July 8, 2017 and March 1, 2022); and
  - (5) the United States, excluding the states California, Washington, Oregon, and Illinois (between and including March 12, 2017 and March 1, 2022).
- iii. Each workweek during which work was performed in the United States will be equal to one (1) settlement share. To reflect the varying value of the state law claims, workweeks during which work was performed in California will be equal to five (5) settlement shares, workweeks during which work was performed in Washington will be equal to three (3) settlement shares, workweeks during which work was performed in Oregon will be equal to three (3) settlement shares, and workweeks during which work was performed in Illinois will be equal to two (2) settlement shares.
  - iv. The total number of settlement shares for all Participating Individuals will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Participating Individual's *pro rata* portion of the Net Settlement Amount.
- b. Aggrieved Employees under the PAGA shall also receive an equal portion of the Net PAGA Amount as follows:
    - i. For any Participating Individual who worked for either Frontier Management LLC; Frontier Senior Living, LLC; or GH Senior Living, LLC at any time in California between July 7, 2018 and the date of Preliminary Approval of the Settlement, he or she shall be eligible to receive a *pro rata* portion of the Net PAGA Amount based on his or her workweeks employed by Defendants in California during the time period between July 7, 2018 and the date of Preliminary Approval of the Settlement. The resulting Net PAGA Amount per Participating Individual, if any, will be added to the Participating Individual's share of the Net Settlement Amount, to determine the Participating Individual's Settlement Award.

39. In addition to other information contained on the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the class member is expected to receive assuming full participation of all Settlement Class Members.

40. All Settlement Award determinations shall be based on the weeks worked or dates of employment, as reflected by Defendants' timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Settlement Class Member is not a Settlement Class Member, or an individual who was not previously identified as a Settlement Class Member is in fact a Settlement Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

41. **Settlement Award Allocations.** Any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties. For the remainder of each Settlement Award, twenty-five percent (25%) of each Settlement Award shall be allocated as wages, seventy-five percent (75%) of each Settlement Award shall be allocated as penalties and interest. Settlement Awards will be paid out to Participating Individuals subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Settlement Awards, for which Participating Individuals shall be issued an IRS Form W-2 for the portions of the Settlement Awards that are allocated to wages, if any. Participating Individuals will also be issued an IRS Form 1099 for the portions of the Settlement Awards that are allocated to penalties and interest. Defendants shall pay the employer's share of all required FICA and FUTA taxes on the wage portions of the Settlement Awards. The Settlement Administrator shall calculate the employer share of taxes and provide Defendants with the total employer tax contributions within five (5) business days after the final Settlement Award calculations are approved. Defendants shall deposit the calculated employer tax contributions into the Settlement Administrator's designated account within seven (7) business days after the Settlement Administrator provides Defendants with the amount of the total employer tax contributions due. Amounts withheld will be remitted by the Settlement Administrator from the Qualified Settlement Fund to the appropriate governmental authorities. Defendants shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

42. Class Counsel and Defendants' Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Settlement Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

43. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a final report of all Settlement Awards, at least ten (10) business days before the Settlement Awards to Participating Individuals are mailed.

44. The Settlement Administrator shall mail all Settlement Awards to Participating Individuals within thirty (30) days after the Effective Date or as soon as reasonably practicable. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendants' Counsel.

45. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. With ninety (90) days remaining, a reminder letter (Exhibit G herein) will be sent via U.S. mail and email to those who have not yet cashed their settlement check, and during the last sixty (60) days of the check cashing period, a call will be placed to those that have still not cashed their check to remind them to do so. At the conclusion of the 180 day check cashing deadline, Participating Individuals who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Named Plaintiff's Released Claims or Participating Individuals' Released Claims, as applicable, except that the Participating Individuals shall not release any FLSA claims against Defendants.

46. **Remaining Monies.** If at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed as follows, subject to the Court's approval:

- a. If the total residual amount is less than \$95,000, then the amount will revert to *cy pres*. The *cy pres* recipient shall be proposed by the parties and approved by the Court. The Parties propose Legal Aid at Work which provides legal services assisting low-income, working families and promotes better understanding of the conditions, policies, and institutions that affect the well-being of workers and their families and communities. The Settlement Administrator shall distribute any *cy pres* payment.
- b. If the total residual amount is \$95,000 or greater, a second distribution will occur to those Participating Individuals who cashed their Settlement Award check. The second distribution will occur on a *pro rata* basis as provided for in Paragraph 38. In the event of a redistribution of uncashed check funds to Participating Individuals who cashed their Settlement Award check, the additional settlement administration costs related to the redistribution will be deducted from the total amount of uncashed checks prior to the redistribution. If a check to a Participating Individual is returned to the Settlement Administrator as undeliverable during the second distribution, the Settlement Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace search and, if another address is identified, shall mail the check to the newly identified address. If none is found, then said check shall revert to the *cy pres* recipient. If there are uncashed check funds remaining from redistribution as described in this Paragraph, then the amount will revert to *cy pres*.
- c. Within twenty-one (21) days after the distribution of any remaining monies to Participating Individuals who cashed their Settlement Award check or to the *cy pres* recipient, Plaintiffs will file a Post-Distribution Accounting. The Post-Distribution Accounting will set forth the total settlement fund, the total number of Settlement Class Members, the total number of Settlement Class Members to whom notice was sent and not returned as undeliverable,



the number and percentage of opt-outs, the number and percentage of objections, the average and median recovery per Participating Individual, the largest and smallest amounts paid to Participating Individuals, the method(s) of notice and the method(s) of payment to Participating Individuals, the number and value of checks not cashed, the amounts distributed to the *cy pres* recipient (if applicable), the administrative costs, the attorneys' fees and costs, the attorneys' fees in terms of percentage of the settlement fund, and the multiplier, if any.

### **MISCELLANEOUS**

47. **Class Action Fairness Act.** Defendants shall serve upon the appropriate State official of each State in which a class member resides and the appropriate Federal official, a notice of the proposed settlement not later than ten (10) days after a proposed settlement of a class action is filed in court, pursuant to the Class Action Fairness Act (CAFA), 28 U.S.C. § 1715.

48. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(l)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(l)(3).

49. **Confidentiality.** The Plaintiffs and their Counsel agree to keep the facts and terms of this Settlement confidential until approval of the Settlement is sought from the Court to the extent permitted by law. Thereafter, the Plaintiffs and their Counsel agree that they will not issue a press release or hold any press conferences or initiate contact with a member of the press, including on social media, about this case and/or the fact, amount or terms of the Settlement to the extent permitted by law. If the Plaintiffs are contacted by the press about the Settlement, they will respond only that the case has been resolved. Nothing in this paragraph shall prevent Class Counsel from communicating with the Settlement Class Members, the LWDA, or the court in which the Action is pending, as may be required to carry out the terms of this Settlement and/or fulfill their ethical responsibilities under the Settlement and to their respective clients. Nothing in this provision is intended to violate applicable state law and this provision will be interpreted in accordance with applicable state law.

50. **No Admission of Liability.** Defendants expressly deny all of the allegations in the Actions. Defendants expressly deny that they have violated the FLSA, the PAGA, California wage and hour laws, Washington wage and hour laws, Oregon wage and hour laws, Illinois wage and hour laws, or any other provision of federal or state law with respect to any of their employees. This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendants or any of the Releasees of any fault or liability or wrongdoing. If this Settlement Agreement does not become final, this Settlement Agreement, or the circumstances leading to this Settlement Agreement, may not be used as an admission by Defendants or any wrongdoing or evidence of any wrongdoing by Defendants.

51. **Defendants' Legal Fees.** Defendants' legal fees and expenses in this Action shall be borne by Defendants.

52. **Nullification of the Settlement Agreement.** In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation. If a court issues a final judgment denying approval of the Settlement, or the Settlement is not finally approved, then within ten (10) business days after that final judgment all funds deposited into the Settlement Administrator's designated fund will be transferred back to Defendants in accordance with Defendants' instructions.

53. **Reduced Service Awards, Fee Award, or Class Counsels' Costs Not a Basis for Voiding Settlement.** If the Court approves Service Awards, a Fee Award, and/or Class Counsels' Costs Award in amounts less than what Named Plaintiffs and/or Class Counsel request, the Parties agree that the reduction in the Service Award(s), Fee Awards, and/or Class Counsels' Costs Award will not be a basis for nullification of this Settlement. Nor will a reduction in the Service Awards, Fee Award, or Class Counsels' Cost Award in any way delay or preclude the judgment from becoming Final or the Settlement from becoming effective. Any amount resulting from the reduction in the Service Award(s), Fee Awards, and/or Class Counsels' Costs Award shall be included in the Net Settlement Amount.

54. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

55. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by Federal Rule of Civil Procedure 6), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

56. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

57. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

58. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

59. **Authorization to Enter into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Steven Serratore, to resolve such disagreement.

60. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of Named Plaintiffs, Defendants, the Participating Individuals and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

61. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

62. **No Signature Required by Settlement Class Members.** Only the Named Plaintiffs will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Participating Individual.

63. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against

any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

64. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

65. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

**IN WITNESS WHEREOF**, the Parties and their Counsel have executed this Settlement Agreement as follows:

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Joshua Wright

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Loretta Stanley

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Haley Quam

**PLAINTIFF:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Aiesha Lewis

\_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Emily Gracey

**APPROVED AS TO FORM BY CLASS COUNSEL:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Carolyn Hunt Cottrell  
Ori Edelstein  
Michelle S. Lim  
SCHNEIDER WALLACE

COTTRELL KONECKY LLP  
2000 Powell Street, Suite 1400  
Emeryville, California 94608

**DEFENDANT:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
On behalf of Frontier Management LLC

**DEFENDANT:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
On behalf of Frontier Senior Living, LLC

**DEFENDANT:** \_\_\_\_\_ Date: \_\_\_\_\_, 2022  
On behalf of GH Senior Living, LLC

**APPROVED AS TO FORM BY DEFENDANTS' COUNSEL:**

\_\_\_\_\_ Date: \_\_\_\_\_, 2022  
Barbara I. Antonucci  
Sarah K. Hamilton  
CONSTANGY, BROOKS, SMITH & PROPHETE LLP  
601 Montgomery Street, Suite 350  
San Francisco, CA 94111

# **EXHIBIT A (FLSA RELEASEES)**

Frontier Management LLC; Frontier Senior Living LLC; Frontier FC LLC; Frontier Exchange Landlord Group LLC; FCGR Holdings, LLC; Frontier Management Holdings, LLC; Ahwatukee MC Care Properties LLC; Arlington AL MC Care Properties LLC; Austin MC Care Properties LLC; Bay Pointe LLC; Bee Cave MC Care Properties LLC; Bellingham Memory Care LLC; Bend Memory Care LLC; Brookfield MC Care Properties LLC; Burlington Care Properties LLC; Callahan ALF LLC; Callahan MC LLC; Carpinteria AL MC Care Properties LLC; Catalina Springs Memory Care LLC; Cedar Park MC Care Properties LLC; Clarksville AL MC Care Properties LLC; Clear Lake AL MC Care Properties LLC; Conroe MC Care Properties LLC; Courtyard Fountains Care Properties LLC; Cypresswood MC Care Properties LLC; Diamond View Care Properties LLC; Edmonds Landing LLC; El Dorado Care Properties LLC; Everett Memory Care LLC; EPC Landlord Group LLC; Fairfield Care Properties LLC; Fayetteville AL MC Care Properties LLC; FM Aspen MC LLC; FM Aspen RET LLC; FM Cedar Village LLC; FM Clearwater Springs LLC; FM Gilman LLC; FM Grande LLC; FM Lake View LLC; FM Oaks LLC; FM Ocean Crest LLC; FM Ocean Ridge LLC; FM Pelican LLC; FM Pheasant Pointe LLC; FM Princeton LLC; FM Redwood Heights LLC; Fort Madison Care Properties LLC; Fort Worth MC Care Properties LLC; FV Longview AL MC Care Properties LLC; Georgetown MC Care Properties LLC; GHC Sub LLC; Gregory Alan Roderick; GH Senior Living LLC; Gilbert AL MC Care Properties LLC; Goodlettsville AL MC Care Properties LLC; Granite City Properties LLC; Green Valley Memory Associates LLC; Hawks ALF LLC; Highland Park MC Care Properties LLC; Hillside Road MC Care Properties LLC; HM Cities AL MC Care Properties LLC; Houston MC Care Properties LLC; HP Burlington Properties LLC; HP Harbor Properties LLC; HVP AL MC Care Properties LLC; HCRI Illinois Properties, LLC; Irving MC Care Properties LLC; Junction ALIL LLC; Keizer Care Properties LLC; Keizer Care Properties LLC; Kingwood MC Care Properties LLC; Lake Zurich MC Care Properties LLC; Lone Oak AL LLC; MBALMC Bend Care Properties LLC; Menomonee Falls MC Care Properties LLC; Mesa CT AL MC Properties LLC; Missoula AL MC Care Properties LLC; Monterey MC Care Properties LLC; Morrow ALF LLC; Morton Grove MC Care Properties LLC; Mount Pleasant Care Properties LLC; Muscatine Care Properties LLC; MV Senior Living LLC; Myrtle Beach AL MC Care Properties LLC; Naperville MC Care Properties LLC; Natomas AL MC Care Properties LLC; Neawanna Care Properties LLC; Newberg Memory Associates LLC; OC AL MC Care Properties LLC; Osprey ALF LLC; Oswego MC Care Properties; Ottumwa Care Properties LLC; PC AL MC Care Properties LLC; Peoria MC Care Properties LLC; Plano MC Care Properties LLC; PRI Sunol LLC; Salt Lake City MC Care Properties LLC; San Antonio Care Properties LLC; Scottsdale MC Care Properties LLC; Silver Creek Care Properties LLC; Sugarland MC Care Properties LLC; Suites ALF LLC; Sunrise Oaks MC Care Properties LLC; Suwanee AL MC Care Properties LLC; The Heart Properties LLC; Tigard Memory Associates LLC; Timber MC LLC; Towne Lake MC Care Properties LLC; Trussville Senior Housing Investors; Tyler Memory Care Properties LLC; Village At Seven Oaks AL MC LLC; Vineyard FG MC Care Properties LLC; Waco Care Properties LLC Woodlands MC Care Properties LLC; Welltower Landlord Group LLC; Welltower Inc.; Welltower OP LLC.; WELL Frontier Landlord LLC; Welltower TRS Holdco LLC; Welltower Tenant Group LLC; and WELL Frontier Tenant LLC.

The above list includes communities known as Arbor Oaks Terrace Memory Care; Aspen Ridge Memory Care; Aspen Ridge Retirement Community; Auberge at Aspen Park; Auberge at Bee Cave; Auberge at Benbrook Lake; Auberge at Brookfield; Auberge at Cedar Park; Auberge at Cypresswood; Auberge at Highland Park; Auberge at Kingwood; Auberge at Lake Zurich; Auberge at Missoula Valley; Auberge at Naperville; Auberge at Oak Village; Auberge at Onion Creek; Auberge at Orchard Park; Auberge at Peoria; Auberge at Plano; Auberge at Scottsdale; Auberge at Sugarland; Auberge at The Woodlands; Auberge at Valley Ranch; Auberge at Vintage Lake; Bay Pointe; Bay Pointe Retirement & Assisted Living and Marine Courte Memory Care; Bayside Terrace; Bellingham at Orchard; Callahan Court; Callahan Village; Canyon Valley Memory Care; Catalina Springs Memory Care; Cedar Village; Clearwater Springs; Copper Springs Assisted Living and Memory Care; Courte at Citrus Heights; Courtyard Fountains; Courtyard Towers; Edmonds Landing; Eternal Springs of Gilbert; Fountain View Manor Memory Care; Gilman Park Assisted Living; Grande Ronde Retirement Residence; GranVida Carpinteria; Greenhaven Estates; Hawks Ridge; Hawthorn Court at Ahwatukee; Heartis Arlington; Heartis Clear Lake; Heartis Conroe; Heartis Fayetteville; Heartis Longview; Heartis Mid-Cities; Heartis San Antonio; Heartis Suwanee; Heartis Village Peoria; Heartis Waco; HomePlace Special Care at Burlington; HomePlace Special Care at Oak Harbor; Jubilee Hills at Goodlettsville; Jubilee House on Warfield; Junction City; Lake View Terrace Memory Care; Lone Oak; Monterey Court Memory Care; Morrow Heights; Mountain View; Mt. Bachelor Assisted Living and Memory Care; Mt. Bachelor Memory Care; Neawanna by the Sea; Oak Hills Terrace Memory Care; Oaks at Lebanon; Ocean Ridge; Overland Court Senior Living; Paramount Court Senior Living; Pavilion at El Dorado Hills; Peachtree Senior Living; Pelican Pointe; Pheasant Pointe; Portside at Grande Dunes; Prairie Hills at Ottumwa; Princeton Village Assisted Living; Redwoods Heights; Reserve at Amarillo; Reserve at Georgetown; Reserve at Towne Lake; Silver Creek; SunnyBrook of Burlington; SunnyBrook of Fairfield; SunnyBrook of Fort Madison; SunnyBrook of Mt. Pleasant; SunnyBrook of Muscatine; Sunol Creek; The Reserve at Oswego; The Suites; The Terrace at Beverly Lake; Timberwood Court; Village at Heritage Park; Village at Keizer Ridge; Village at Keizer Ridge Assisted Living & Memory Care; Village at Seven Oaks; Vineyard at Fountaingrove; Vineyard Heights; Washington Gardens; and Where The Heart Is.

# **EXHIBIT B (RELEASEES)**

Frontier Management LLC; Frontier Senior Living LLC; Frontier FC LLC; Frontier Exchange Landlord Group LLC; FCGR Holdings, LLC; Frontier Management Holdings, LLC; Arlington Heights MC Care Properties LLC; Bay Pointe LLC; Bellevue AL MC Care Properties LLC; Bellingham Memory Care LLC; Bend Memory Care LLC; Bremerton AL MC Care Properties LLC; Callahan ALF LLC; Callahan MC LLC; Callahan RET, LLC; Carpinteria AL MC Care Properties LLC; Clovis Assisted Living Facilities - One, LP; Courtyard Fountains Care Properties LLC; CV MC Villas Care Properties, LLC; Edmonds Landing LLC; El Dorado Care Properties LLC; Elk Grove Care Properties, LLC; EPC Landlord Group LLC; Everett Memory Care LLC; FM Aspen MC LLC; FM Aspen RET LLC; FM Cedar Village LLC; FM Clearwater Springs LLC; FM Fountains Godfrey, LLC; FM Fountains, LLC; FM Gilman LLC; FM Grande LLC; FM Oaks LLC; FM Ocean Crest LLC; FM Ocean Ridge LLC; FM Pelican LLC; FM Pheasant Pointe LLC; FM Princeton LLC; FM Redwood Heights LLC; Folsom MC Care Properties LLC; Fullerton MC Care Properties LLC; Garden Grove MC Care Properties LLC; GH Senior Living LLC; GHC Sub LLC; Granite City Properties LLC; Gregory Alan Roderick; Hawks ALF LLC; Highland Park MC Care Properties LLC; Hillsboro Care Properties, LLC; HP Burlington Properties LLC; HP Harbor Properties LLC; HCRI Illinois Properties, LLC; HVP AL MC Care Properties LLC; Junction ALIL LLC; Keizer Care Properties LLC; Lake Zurich MC Care Properties LLC; Lone Oak AL LLC; MBALMC Bend Care Properties LLC; Medford MC Care Properties LLC; Metropolis IL Care Properties, LLC; Monterey MC Care Properties LLC; Monterey Ventures, LLC; Morrow ALF LLC; Morton Grove MC Care Properties LLC; Mt Vernon AL MC Care Properties, LLC; MV Senior Living LLC; Naperville MC Care Properties LLC; Natomas AL MC Care Properties LLC; Neawanna Care Properties LLC; Newberg Memory Associates LLC; Ocean Park Care Properties, LLC; Osprey ALF LLC; Oswego MC Care Properties LLC; PC AL MC Care Properties LLC; PRI Sunol LLC; Redding MC Care Properties LLC; Redland MC Care Properties LLC; Rosewood Alf, LLC; San Dimas MC Care Properties LLC; Santa Ana MC Care Properties LLC; Shiloh Care Properties, LLC; Silver Creek Care Properties LLC; Suites ALF LLC; Sunrise Oaks MC Care Properties LLC; The Heart Properties LLC; Tigard Memory Partners LLC; Timber MC LLC; Welltower Landlord Group LLC; Welltower Inc.; Welltower OP LLC.; WELL Frontier Landlord LLC; Welltower TRS Holdco LLC; Welltower Tenant Group LLC; WELL Frontier Tenant LLC; Woodland Hills MC Care Properties LLC; Wheeling AL MC Care Properties LLC; Village at Seven Oaks AL MC LLC; Villa Rosa MC CA Care Properties, LLC; and Vineyard FG MC Care Properties LLC.

The above list includes communities known as Arbor Oaks Terrace Memory Care; Aspen Ridge Memory Care; Aspen Ridge Retirement Community; Auberge at Highland Park; Auberge at Lake Zurich; Auberge at Naperville; Auberge at Orchard Park; Bay Pointe; Bayside Terrace; Bellingham at Orchard; Blossom Grove Memory Care; Callahan Court; Callahan Village; Carmel Village Memory Care; Carmel Village of Clovis and Villas; Cedar Village; Clearwater Springs; Courte at Citrus Heights; Courtyard Fountains; Crescent Landing at Fullerton; Crescent Landing at Garden Grove; Crescent Landing at Santa Ana; Edmonds Landing; Empire Ranch; Fountain View Manor Memory Care; Fountains at Godfrey; Fountains of Granite City; Gilman Park Assisted Living; Grande Ronde Retirement Residence; GranVida Carpinteria; Greenhaven



Estates; GreenTree at Mt. Vernon; Hawks Ridge; Heartis Village Peoria; HomePlace Special Care at Burlington; Homeplace Special Care at Oak Harbor; Junction City; Laurel Glen at Bremerton; Lone Oak; Monterey Court Memory Care; Morrow Heights; Mountain View; Mt. Bachelor Assisted Living and Memory Care; Mt. Bachelor Memory Care; Neawanna By The Sea; Oaks at Lebanon; Ocean Park; Ocean Ridge; Paramount Court Senior Living; Pavilion at El Dorado Hills; Pelican Pointe; Pheasant Pointe; Princeton Village Assisted Living; Redwood Heights; Rosewood Park; Rosewood Specialty Care; Sagebrook at Bellevue; Silver Creek; Sunol Creek; Table Rock Memory Care; Terraces at Via Verde; The Landing on Dundee; The Preserve at Woodland Hills; The Reserve at Arlington Heights; The Reserve at Oswego; The Suites; The Terrace at Beverly Lake; Timberwood Court; Twin Oaks at Metropolis; Villa Rosa; Village at Heritage Park; Village at Keizer Ridge; Village at Seven Oaks; Vineyard at Fountaingrove; Vineyard Heights; Washington Gardens; Where The Heart Is; Willow Springs Memory Care; The Landing at Elk Grove; and Cedarhurst at Shiloh.

# **EXHIBIT C**

**Mailing Date, 2022**

<<FullName>>  
<<Address1>> <<Address2>>  
<<City>> <<State>> <<Zip>>

*Wright, et al. v. Frontier Management LLC, et al.,*  
United States District Court, Eastern District of California, Case Number 2:19-cv-01767-  
JAM-CKD

**NOTICE OF CLASS ACTION SETTLEMENT**  
**PLEASE READ THIS NOTICE CAREFULLY.**

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

You have been sent this Notice because there is a proposed settlement (the “Settlement”) of a class action lawsuit because the records of Frontier Management LLC; Frontier Senior Living, LLC; and/or GH Senior Living, LLC d/b/a Greenhaven Estates Living (collectively, “Defendants”) show you performed work for Defendants in the states of California, Washington, Oregon, and/or Illinois sometime between September 6, 2015 and [the date of preliminary approval]. Because you fit this definition, **you may be entitled to receive money from a Settlement<sup>1</sup> in this case, as described below.**

The purpose of this Notice is to inform you of the pending Settlement and your rights under it. Please understand this is not a notice of a lawsuit against you. You have not been sued. You are not required to appear in Court in response to this Notice. Please review this Notice and consider your options carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
<b>DO NOTHING</b>	If you do nothing, you will be sent a settlement payment upon final approval of the Settlement, and the state release of claims in Section 5 will apply to you. By cashing your settlement check, you will also release claims under federal law, as described below in Section 5.

---

<sup>1</sup> This notice summarizes the proposed Settlement. The capitalized terms in this Notice of Settlement have defined meanings that are set out in detail in the Settlement Agreement. To review a copy of the Settlement Agreement, please visit the Settlement website at [INSERT URL].

<p><b>EXCLUDE YOURSELF OR “OPT OUT”</b></p>	<p>If you “opt out” of the lawsuit and choose not to be part of the Settlement as described below in Section 3, the release of claims under federal, California, Oregon, Washington, and Illinois law will not apply to you, and you <u>will not</u> receive any payment under this Settlement, except as described in the following sentence.</p> <p>If you are an Aggrieved Employee (defined below), you will receive a pro rata portion of the Net PAGA Amount (defined below) whether or not you “opt out” of the Settlement.</p>
<p><b>OBJECT</b></p>	<p>You may write an objection to the Court stating why you do not like the Settlement, as described below in Section 6. You may also appear in Court and explain why you do object to the Settlement or use an attorney to appear for you. If you object, this does not mean you opt out of the Settlement (as explained below, if you opt out of the Settlement, you will not be permitted to object to the Settlement).</p>

**1. Why Should You Read This Notice?**

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt out”) of the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of Settlement in the event the Court denies your objection.

The United States District Court, Eastern District of California, has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [REDACTED], 2022 at [REDACTED], before the Honorable John A. Mendez at the [address and time].

**2. What Is This Case About?**

This lawsuit alleges that individuals whom Defendants employed as non-exempt employees and who worked for Defendants between September 6, 2015 and March 1, 2022, were not provided meal and rest breaks, were not compensated for all hours worked, were not paid minimum, straight time, overtime, or double time wages, were not paid all wages due upon termination, were not provided timely and compliant itemized wage statements, and were not reimbursed for necessary business expenses. This lawsuit also seeks recovery of unpaid wages, statutory damages, civil penalties for the State of California and individuals whom Defendants employed as non-exempt employees and who worked for Defendants between July 7, 2018 and [date of preliminary approval] in California under the California Labor Code Private Attorneys General Act (“PAGA”), interest, and attorneys’ fees and costs. The claims in this lawsuit are brought under the federal Fair Labor Standards Act (“FLSA”) and California, Washington, Oregon, and Illinois law.

Defendants contend that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that the

wage and hour policies and practices at issue, including those regarding payment for time worked, overtime pay, meal breaks, rest breaks, and expense reimbursement, are lawful and have been lawful throughout the relevant time period. Defendants also contend that Plaintiffs' claims do not meet the requirements for class certification or collective treatment.

This Settlement is the result of good faith, arm's length negotiations between Plaintiffs and Defendants, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of Defendants.

The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.

The Settlement Administrator has created a Settlement website, which can be accessed at [INSERT URL]. The Settlement website allows interested persons to view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

## **2. How Will the Settlement Payment Be Distributed?**

The total settlement amount is \$9,500,000, which Defendants will pay into a settlement fund. This amount will mostly be distributed to the current and former employees who meet the definitions for participating in the Settlement, but it will also be used to pay for attorneys' fees and costs awarded by the Court, any enhancement payments to Plaintiffs that are awarded by the Court, the Settlement Administrator's costs, and a payment to the California Labor and Workforce Development Agency (LWDA) that is required by the PAGA.

The attorneys for Plaintiffs and the Settlement Class (referred to as "Class counsel") will ask the Court to award them up to 35% of the settlement amount, which is \$3,325,000, to compensate them for their services in this matter. Class Counsel will also request reimbursement for their costs spent in litigating this case, not to exceed \$110,000. Class Counsel will file a motion with the Court setting forth the bases for their requested costs and fees.

The Named Plaintiffs will ask the Court to award them in the amounts of \$10,000 to Plaintiff Joshua Wright, and \$5,000 each to Named Plaintiffs Loretta Stanley, Haley Quam, and Aiesha Lewis for their roles as the named plaintiffs prosecuting this lawsuit on the behalf of all Class and Collective Members, and up to \$5,000 to Emily Gracey for her role as the named plaintiff prosecuting the *Emily Gracey v. Frontier Management, LLC, et al.*, Stanislaus Superior Court, Case No. CV-22-000990, matter on behalf of the State of California.

The Settlement Administrator's costs are estimated to be no more than \$149,400, and this payment will also come from the settlement fund.

The payment to the LWDA and Aggrieved Employees in connection with the PAGA component of the Settlement will be \$95,000, and this payment will also come from the settlement fund.

The remainder of the settlement fund after subtracting the amounts described above is the “Net Settlement Amount” that will be distributed to Participating Individuals, which include Collective Members and State Class Members who do not opt out of the Settlement.

#### **4. If I Choose to Participate in the Settlement, How Much Can I Expect to Receive?**

According to records maintained by Defendants, your total estimated settlement payment will be at least \$\_\_\_\_\_. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth below. All Settlement Award determinations will be based on Defendants’ timekeeping, payroll, and/or other records for Settlement Class members. Based on Defendants’ records, you are estimated to have worked \_\_\_\_\_ workweeks for Defendants during the relevant period in the State of California, \_\_\_\_\_ workweeks for Defendants during the relevant period in the State of Washington, \_\_\_\_\_ workweeks for Defendants during the relevant period in the State of Oregon, \_\_\_\_\_ workweeks for Defendants during the relevant period in the State of Illinois, and \_\_\_\_\_ workweeks for Defendants during the relevant period outside the states of California, Washington, Oregon, and Illinois.

You do not need to do anything to be sent your settlement payment. Just watch your mail for a check and cash it when you get it. If you participate in the Settlement, you will have 180 days to cash the check. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be paid to the Parties’ agreed upon *cy pres* recipient, Legal Aid at Work, subject to the Court’s approval in the Final Approval Order, if the total residual amount is less than \$95,000. If the total residual amount is \$95,000 or greater, a second distribution will occur to those Participating Individuals who cashed their check on a *pro rata* basis.

If you dispute the number of workweeks as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Defendants. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by Defendants’ records, your Settlement Award will be determined based on Defendants’ records. Any disputes must be postmarked by [INSERT DATE] and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

Payments to Participating Individuals will be calculated on the number of eligible workweeks. Each Participating Individual will be eligible to receive a *pro rata* share of the Net Settlement Amount based on the total number of eligible workweeks that the Participating Individual worked for Defendants during the relevant periods. Participating Individuals shall receive a *pro rata* portion of the Net Settlement Amount as follows:

1. For each week during which the Participating Individual worked for either Frontier Management LLC; Frontier Senior Living, LLC; or GH Senior Living, LLC at any time in California (between September 6, 2015 and March 1, 2022); Washington (between July 8, 2017 and March 1, 2022); Oregon (between July 8, 2014 and

March 1, 2022); Illinois (between July 8, 2017 and March 1, 2022); and in the United States, excluding the states California, Washington, Oregon, and Illinois (between and including March 12, 2017 and March 1, 2022), he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Participating Individual worked.

2. Each workweek during which work was performed in the United States will be equal to one (1) settlement share. To reflect the increased value of state law claims, workweeks during which work was performed in California will be equal to five (5) settlement shares, workweeks during which work was performed in Washington will be equal to three (3) settlement shares, workweeks during which work was performed in Oregon will be equal to three (3) settlement shares, and workweeks during which work was performed in Illinois will be equal to two (2) settlement shares.
3. The total number of settlement shares for all Participating Individuals will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Participating Individual's *pro rata* portion of the Net Settlement Amount.

Individuals who worked for Defendants between July 7, 2018 and [the date of Preliminary Approval of the Settlement] in the state of California will be Participating Individuals for purposes of the settlement of the PAGA claim in the lawsuit and will receive a *pro rata* share of the Net PAGA Amount (i.e., \$23,750.00) based on their number of workweeks employed by Defendants as non-exempt employees between July 7, 2018 and [the date of Preliminary Approval of the Settlement].

For tax reporting purposes, Settlement Awards to Participating Individuals will be allocated as follows: any portion of each Settlement Award that is provided from the Net PAGA Amount shall be allocated as penalties; for the remainder of each Settlement Award, twenty-five percent (25%) of each Settlement Award shall be allocated as wages, seventy-five percent (75%) of each Settlement Award shall be allocated as penalties and interest. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Participating Individuals should consult with their own tax advisors concerning the tax consequences of the Settlement.

**It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.**

## **5. What Are The Releases?**

Upon Final Approval of the Settlement Agreement and payment of amounts set forth under the Settlement, all Participating Individuals release claims as follows ("Released Claims") against Defendants and their present and former parent companies, subsidiaries, related or affiliated companies or entities, communities and/or community real estate owners affiliated or related to

Defendants (such as those listed in Exhibit A and B in the Settlement Agreement), and any of their shareholders, affiliates, and owners, members, joint employers, representatives, officers, directors, employees, agents, attorneys, insurers, predecessors, successors and assigns, as well as any individual or entity that could be liable for any of the Released Claims, and Defendants' Counsel (the Releasees and FLSA Releasees). The Releasees and FLSA Releasees do not include the entities ISL Employees, Inc. and Integrated Senior Living, LLC.

- Released FLSA Claims: Opt-In Plaintiffs shall release all Releasees and FLSA Releasees from the following rights or claims: any and all claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* that were pled or could have been pled based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including but not limited to the Operative Complaint, between March 13, 2017 and March 1, 2022, as well as any state law minimum wage and overtime wage claims to the extent they overlap with the FLSA time period (between March 13, 2017 and March 1, 2022). The Final Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law. State Class Members who are not Opt-In Plaintiffs and who cash, deposit, or otherwise negotiate their Settlement Award checks shall also release any and all claims against the Releasees and the FLSA Releasees under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*, arising from or related to their work for Defendants in the States of California, Washington, Oregon, and/or Illinois between March 13, 2017 and March 1, 2022.
- Released California Class Claims: The California Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims under California law, including all claims that were pled or could have been pled based on or arising out of the factual predicates and/or allegations of any Complaints or PAGA Letters in the Action, including but not limited to the Operative Complaint and Amended PAGA Letter. This includes claims for: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay), meal or rest period premiums or penalties; failure to pay for all hours worked; failure to provide compliant meal and rest periods, failure to reimburse business expenses, failure to provide timely and compliant wage statements, improper recordkeeping, unfair business practices; including related premiums, statutory penalties; waiting time penalties, civil penalties including, but not limited to, claims under PAGA; liquidated damages; interest; punitive damages; costs; attorneys' fees; injunctive relief; declaratory relief; or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy; between September 6, 2015 and March 1, 2022.
- Released Washington Class Claims: The Washington Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims under Washington law, including all claims that were pled or could have been pled based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including but not limited to the Operative Complaint: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping,



unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy, between July 8, 2017 and March 1, 2022.

- Released Oregon Class Claims: The Oregon Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims under Oregon law, including all claims that were pled or could have been pled based on or arising out of the same factual predicates and/or allegations of any Complaints in the Action, including but not limited to the Operative Complaint: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping, unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy, between July 8, 2014 and March 1, 2022.
- Released Illinois Class Claims: The Illinois Class Members who do not timely and validly request exclusion from the Settlement shall release the Releasees from any and all claims under Illinois law, including all claims that were pled or could have been pled based on or arising out of the same factual predicates and/or allegations of any Complaints in the Action, including but not limited to the Operative Complaint: the purported payment or nonpayment of compensation (including, but not limited to, wages, minimum wage, straight time, overtime, and/or premium pay), meal or rest period premiums or penalties, reimbursement of business expenses, improper wage statements, improper recordkeeping, unfair business practices, including related premiums, statutory penalties, civil penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting, whether such causes of action are in tort, contract, or pursuant to a statutory remedy, between July 8, 2017 and March 1, 2022.
- PAGA Claims: Plaintiff Wright fully releases the claims and rights to recover civil penalties against the Releasees on behalf of the LWDA and Aggrieved Employees, to recover civil penalties, costs, expenses, attorneys' fees, or interest against the Releasees on behalf of Aggrieved Employees and LWDA for any Labor Code or Wage Order violation alleged or could have been alleged in any Complaints or PAGA Letters, including but not limited to the Operative Complaint and Amended PAGA Letter, in the Action, including violations of the following: (1) (failure to pay minimum wage), (2) (failure to pay overtime wages), (3) (failure to provide meal and rest periods and/or premiums); (4) (failure to compensate for all hours worked); (5) (failure to provide and maintain records and to provide timely and compliant itemized wage statements); (6) (waiting time penalties); and (7) (failure to reimburse for necessary business expenditures) through Preliminary Approval. The Parties agree that there shall be no right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the release of PAGA claims. The Final Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law.

NOTE: If you do not timely and validly request exclusion from the Settlement and you cash, deposit, or otherwise negotiate your Settlement Check, you will also release your Federal FLSA claims relating to your work in the states of California, Washington, Oregon, and/or Illinois, as applicable.

## 6. What Are My Rights?

- **Do Nothing:** If you are a member of the California, Washington, Oregon, and/or Illinois Classes and do not timely and validly opt-out, you will automatically become a Participating Individual and receive your prorated Settlement Award, and will be bound by the Settlement including its release provisions. Aggrieved Employees are bound by and cannot exclude themselves from the PAGA component of the Settlement even if you request exclusion.
- **Opt-Out:** If you are a member of the California, Washington, Oregon, and/or Illinois Classes and do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement (“opt-out”), postmarked by [INSERT DATE]. The written request for exclusion must contain your full name, address, telephone number, email address (if applicable), last four digits of your social security number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award as a State Class Member and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon, except to the extent you are an Aggrieved Employee.** As an Aggrieved Employee, you will be bound by the PAGA component of the Settlement even if you request exclusion.
- **Object:** If you received this Notice and wish to object to the Settlement, you must submit a written statement objecting to the Settlement by [INSERT DATE]. The statement must state the factual and legal grounds for your objection to the settlement. The statement must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. The statement must be mailed to the Court at the following address: [insert address]. You must also mail a copy of your objection to Class Counsel and Defendants’ counsel, at the addresses listed below by [INSERT DATE]:

**Class Counsel**

Carolyn H. Cottrell  
Ori Edelstein  
Michelle S. Lim  
SCHNEIDER WALLACE  
COTTRELL KONECKY LLP  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608

**Defendants' Counsel**

Barbara I. Antonucci  
Sarah K. Hamilton  
CONSTANGY, BROOKS, SMITH &  
PROPHETE LLP  
601 Montgomery Street, Suite 350  
San Francisco, CA 94111

If you mail a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendants' counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Defendants' counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. The failure to submit a written objection as a prerequisite to appearing in court to object to the settlement may be excused by the Court upon a showing of good cause.

You may also withdraw your objection in writing by mailing a withdrawal statement to the Court and counsel for the Parties postmarked no later than [INSERT DATE – 10 business days before final approval hearing], orally at the Final Approval hearing, or as otherwise ordered by the Court.

**7. Can Defendants Retaliate Against Me for Participating in this Lawsuit?**

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with Defendants or future work or employment with Defendants. It is unlawful for Defendants to take any adverse action against you as a result of your participation in this Lawsuit. In fact, Defendants encourage you to participate in this Settlement.

## 8. Who Are the Attorneys Representing Plaintiffs and the Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys acting as Class Counsel:

Carolyn H. Cottrell

Ori Edelstein

Michelle S. Lim

**SCHNEIDER WALLACE**

**COTTRELL KONECKY LLP**

2000 Powell Street, Suite 1400

Emeryville, CA 94608

Telephone: (800) 689-0024

Facsimile: (415) 421-7105

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

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

[m\\_lim@schneiderwallace.com](mailto:m_lim@schneiderwallace.com)

## 9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$9,500,000. You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Class Counsel will request attorneys' fees of up to thirty-five percent (35%) of Gross Settlement Amount (i.e., \$3,325,000.00) plus their out-of-pocket costs, not to exceed \$110,000.00. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

## 10. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Class Counsel.

This Notice is only a summary. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at the Settlement website at [INSERT URL], by contacting Class Counsel toll-free at (800) 689-0024, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.caed.uscourts.gov>, or by visiting the office of the Clerk of the Court for the [INSERT ADDRESS], between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE; FRONTIER MANAGEMENT LLC; FRONTIER SENIOR LIVING, LLC; OR GH SENIOR LIVING, LLC FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.**

# **EXHIBIT D**

Mailing Date, 2022

<<FullName>>

<<Address1>> <<Address2>>

<<City>> <<State>> <<Zip>>

*Wright, et al. v. Frontier Management LLC, et al.,*  
United States District Court, Eastern District of California, Case Number 2:19-cv-01767-  
JAM-CKD

**NOTICE OF COLLECTIVE ACTION SETTLEMENT**  
**PLEASE READ THIS NOTICE CAREFULLY.**

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

You have been sent this Notice because there is a proposed settlement (the “Settlement”) of a collective action lawsuit because you previously completed an Opt-In Consent Form in the federal lawsuit *Wright, et al. v. Frontier Management LLC, et al.*, United States District Court, Eastern District of California, Case No. 2:19-cv-01767-JAM-CKD and the records of Frontier Management LLC; Frontier Senior Living, LLC; and/or GH Senior Living, LLC d/b/a Greenhaven Estates Living (collectively, “Defendants”) show you performed work for Defendants in the United States of America sometime between March 12, 2017 and March 1, 2022. Because you fit this definition, **you may be entitled to receive money from a Settlement<sup>2</sup> in this case, as described below.**

**1. Why Should You Read This Notice?**

The purpose of this Notice is to inform you of the pending Settlement and your rights to share in the monetary proceeds of this Settlement under it. Please understand this is not a notice of a lawsuit against you. You have not been sued. You are not required to appear in Court in response to this Notice. Please review this Notice and consider your options carefully.

The United States District Court, Eastern District of California, has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2022 at \_\_\_\_\_, before the Honorable John A. Mendez at the [address and time].

**2. What Is This Case About?**

This lawsuit alleges that individuals whom Defendants employed as non-exempt employees and who worked for Defendants between March 12, 2017 and March 1, 2022, were not provided meal

---

<sup>2</sup> This notice summarizes the proposed Settlement. The capitalized terms in this Notice of Settlement have defined meanings that are set out in detail in the Settlement Agreement. To review a copy of the Settlement Agreement, please visit the Settlement website at [INSERT URL].

and rest breaks, were not compensated for all hours worked, and were not paid minimum, straight time, overtime or wages. This lawsuit seeks recovery of unpaid wages, statutory damages, civil penalties, interest, and attorneys' fees and costs. The claims in this lawsuit are brought under the federal Fair Labor Standards Act ("FLSA").

Defendants contend that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that the wage and hour policies and practices at issue, including those regarding payment for time worked, overtime pay, meal breaks, rest breaks, and expense reimbursement, are lawful and have been lawful throughout the relevant time period. Defendants also contend that Plaintiffs' claims do not meet the requirements for collective treatment.

This Settlement is the result of good faith, arm's length negotiations between Plaintiffs and Defendants, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Collective Members. This Settlement is a compromise and is not an admission of liability on the part of Defendants.

The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.

The Settlement Administrator has created a Settlement website, which can be accessed at [\[INSERT URL\]](#). The Settlement website allows interested persons to view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

<b>2. How Will the Settlement Payment Be Distributed?</b>
---

The total settlement amount is \$9,500,000, which Defendants will pay into a settlement fund. This amount will mostly be distributed to the current and former employees who meet the definitions for participating in the Settlement, but it will also be used to pay for attorneys' fees and costs awarded by the Court, any enhancement payments to Plaintiffs that are awarded by the Court, the Settlement Administrator's costs, and a payment to the California Labor and Workforce Development Agency (LWDA) that is required by the Labor Code Private Attorneys General Act of 2004 ("PAGA").

The attorneys for Plaintiffs and the Settlement Class (referred to as "Class counsel") will ask the Court to award them up to 35% of the settlement amount, which is \$3,325,000, to compensate them for their services in this matter. Class Counsel will also request reimbursement for their costs spent in litigating this case, not to exceed \$110,000. Class Counsel will file a motion with the Court setting forth the bases for their requested costs and fees.

The Named Plaintiffs will ask the Court to award them in the amounts of \$10,000 to Plaintiff Joshua Wright, and \$5,000 each to Named Plaintiffs Loretta Stanley, Haley Quam, and Aiesha Lewis for their roles as the named plaintiffs prosecuting this lawsuit on the behalf of all Class and Collective Members, and up to \$5,000 to Emily Gracey for her role as the named plaintiff

prosecuting the *Emily Gracey v. Frontier Management, LLC, et al.*, Stanislaus Superior Court, Case No. CV-22-000990, matter on behalf of the State of California.

The Settlement Administrator's costs are capped at \$149,400, and this payment will also come from the settlement fund.

The payment to the LWDA and Aggrieved Employees in connection with the PAGA component of the Settlement will be \$95,000, and this payment will also come from the settlement fund.

The remainder of the settlement fund after subtracting the amounts described above is the "Net Settlement Amount" that will be distributed to Participating Individuals, which include Collective Members, State Class Members who do not opt out of the Settlement and Aggrieved Employees.

#### **4. How Much Can I Expect to Receive?**

According to records maintained by Defendants, your total estimated settlement payment will be at least \$ [REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (i.e., it could be higher or lower) and will be calculated as set forth below. All Settlement Award determinations will be based on Defendants' timekeeping, payroll, and/or other records for Settlement Class members. Based on Defendants' records, you are estimated to have worked [REDACTED] workweeks for Defendants during the relevant period outside the states of California, Washington, Oregon, and Illinois.

You do not need to do anything to be sent your settlement payment. Just watch your mail for a check and cash it when you get it. You will have 180 days to cash the check. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be paid to the Parties' agreed upon *cy pres* recipient, Legal Aid at Work, subject to the Court's approval in the Final Approval Order, if the total residual amount is less than \$95,000. If the total residual amount is \$95,000 or greater, a second distribution will occur to those Participating Individuals who cashed their check on a *pro rata* basis.

If you dispute the number of workweeks as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Defendants. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more workweeks than shown by Defendants' records, your Settlement Award will be determined based on Defendants' records. Any disputes must be postmarked by [INSERT DATE] and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

Payments to Collective Members will be calculated on the number of eligible workweeks. Each Collective Member will be eligible to receive a *pro rata* share of the Net Settlement Amount based on the total number of eligible workweeks that the he or she worked for Defendants during the relevant periods. Participating Individuals shall receive a *pro rata* portion of the Net Settlement Amount as follows:



4. For each week during which the Participating Individual worked for either Frontier Management LLC; Frontier Senior Living, LLC; or GH Senior Living, LLC at any time in California (between September 6, 2015 and March 1, 2022); Washington (between July 8, 2017 and March 1, 2022 ); Oregon (between July 8, 2014 and March 1, 2022); Illinois (between July 8, 2017 and March 1, 2022 ); and in the United States, excluding the states California, Washington, Oregon, and Illinois (between and including March 12, 2017 and March 1, 2022), he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of workweeks the Participating Individual worked.
5. Each workweek during which work was performed in the United States will be equal to one (1) settlement share. To reflect the increased value of state law claims, workweeks during which work was performed in California will be equal to five (5) settlement shares, workweeks during which work was performed in Washington will be equal to three (3) settlement shares, workweeks during which work was performed in Oregon will be equal to three (3) settlement shares, and workweeks during which work was performed in Illinois will be equal to two (2) settlement shares.
6. The total number of settlement shares for all Participating Individuals will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each Participating Individual's number of settlement shares to determine the Participating Individual's *pro rata* portion of the Net Settlement Amount.

For tax reporting purposes, Settlement Awards to Collective Members will be allocated as follows: twenty-five percent (25%) of each Settlement Award shall be allocated as wages, and seventy-five percent (75%) of each Settlement Award shall be allocated as penalties and interest. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. Collective Members should consult with their own tax advisors concerning the tax consequences of the Settlement.

**It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.**

## **5. What Are The Releases for Collective Members?**

Upon Final Approval of the Settlement Agreement and payment of amounts set forth under the Settlement, all Collective Members release claims as follows ("Released Claims") against Defendants and their present and former parent companies, subsidiaries, related or affiliated companies or entities, communities and/or community real estate owners affiliated or related to Defendants (such as those listed in Exhibit A and Exhibit B in the Settlement Agreement), and any of their shareholders, affiliates, and owners, members, joint employers, representatives, officers, directors, employees, agents, attorneys, insurers, predecessors, successors and assigns, as well as any individual or entity that could be liable for any of the Released Claims, and Defendants'

Counsel (collectively, the “FLSA Releasees”). The FLSA Releasees do not include the entities ISL Employees, Inc. and Integrated Senior Living, LLC.

- **Released FLSA Claims:** Opt-In Plaintiffs shall release all Releasees and FLSA Releasees from the following rights or claims: any and all claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* (“FLSA”) that were pled or could have been pled based on or arising out of the factual predicates and/or allegations of any Complaints in the Action, including but not limited to the Operative Complaint, between March 13, 2017 and March 1, 2022, as well as any state law minimum wage and overtime wage claims to the extent they overlap with the FLSA time period (between March 13, 2017 and March 1, 2022). The Final Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law.

## **6. What Are My Rights?**

Please see Section 4 above for an estimate of how much you will receive under the settlement as a Collective Member. To obtain payment under the settlement as a Collective Member, you **MUST** cash the settlement check that will be sent to you in several months. Therefore, you have two options:

- **Opt-In:** Cash the settlement check that will be sent to you to participate in the Settlement and receive a payment as a Collective Member.
- **Do Nothing:** Do not cash the settlement check that will be sent to you. If you do not cash the settlement check, you will not receive any payment under the Settlement as a Collective Member, and your claims against Defendants under the FLSA will be released.

## **7. Can Defendants Retaliate Against Me for Participating in this Lawsuit?**

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with Defendants or future work or employment with Defendants. It is unlawful for Defendants to take any adverse action against you as a result of your participation in this Lawsuit. In fact, Defendants encourage you to participate in this Settlement.

## 8. Who Are the Attorneys Representing Plaintiffs and the Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys acting as Class Counsel:

Carolyn H. Cottrell

Ori Edelstein

Michelle S. Lim

**SCHNEIDER WALLACE**

**COTTRELL KONECKY LLP**

2000 Powell Street, Suite 1400

Emeryville, CA 94608

Telephone: (800) 689-0024

Facsimile: (415) 421-7105

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

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

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

## 9. How Will the Attorneys for the Settlement Class Be Paid?

Class Counsel will be paid from the Gross Settlement Amount of \$9,500,000. You do not have to pay the attorneys who represent the Settlement Class. The Settlement Agreement provides that Class Counsel will request attorneys' fees of up to thirty-five percent (35%) of Gross Settlement Amount (i.e., \$3,325,000.00) plus their out-of-pocket costs, not to exceed \$110,000.00. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

## 10. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Class Counsel.

This Notice is only a summary. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at the Settlement website at [INSERT URL], by contacting Class Counsel toll-free at (800) 689-0024, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.caed.uscourts.gov>, or by visiting the office of the Clerk of the Court for the [INSERT ADDRESS], between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK OF THE COURT, THE JUDGE; FRONTIER MANAGEMENT LLC; FRONTIER SENIOR LIVING, LLC; OR GH SENIOR LIVING, LLC FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.**

# **EXHIBIT E**

# **EXHIBIT F**

[DATE]

**ELECTRONICALLY FILED**

Attn: PAGA Administrator  
Labor and Workforce Development Agency  
1515 Clay Street, Suite 801  
Oakland, California 94612

**Re: Private Attorneys General Act of 2004 Notice**

**Employee: Joshua Wright**

**Employer: Frontier Management LLC; Frontier Senior Living, LLC; GH Senior Living, LLC dba Greenhaven Estates Assisted Living; Paramount Court Senior Living, PC AL MC Care Properties LLC**

To Whom It May Concern:

We represent Joshua Wright, a former employee of Frontier Management LLC; Frontier Senior Living, LLC (collectively, “Frontier”); GH Senior Living, LLC dba Greenhaven Estates Assisted Living (“Greenhaven”) (collectively “Defendants”). We filed a Private Attorneys General Act (“PAGA”) complaint against Frontier Management LLC and Greenhaven Estates Senior Living on behalf of Mr. Wright and all other current and former similarly situated, hourly, non-exempt employees in California. On July 1, 2019, we provided notice to the Labor and Workforce Development Agency (“LWDA”) of our client’s intent to bring claims under California Labor Code § 2699(a) and (f).

Frontier owns and manages retirement and assisted living communities throughout California and the United States (“communities”), including Greenhaven, which is located in Sacramento, California. Mr. Wright and other hourly, non-exempt employees were hired to work at Frontier’s California facilities. Mr. Wright worked at Greenhaven as a Medical Technician from April 12, 2018 until March 15, 2019. He was paid at an hourly rate of \$14.50 and regularly worked approximately 44 to 46 hours per week.

On July 1, 2019, we provided notice of Mr. Wright’s intent to file a complaint against Defendants on behalf of Defendants’ current and former non-exempt employees who have been denied minimum wage, proper overtime compensation, compliant meal and rest breaks, premium pay for non-compliant meal and rest breaks, and payment for all hours worked. Mr. Wright will pursue claims on behalf of the California class pursuant to California state laws for Labor Code §§ 1194 (failure to pay minimum wage), §§ 510, 1194 (failure to pay overtime wages), § 226.7 and 512 (failure to provide meal and rest periods); § 204 (failure to compensate for all hours worked); § 226 (failure to provide timely and compliant itemized wage statements); §§ 201-203 (waiting time penalties); § 2802 (failure to reimburse for necessary business expenditures); California Business and Professions Code §§ 17200, *et seq.* (engaging in unfair business practices). Mr. Wright pled causes of action pursuant to California Labor Code § 2699(a) and (f) for civil penalties

for violating the various California Labor Code provisions enumerated above, including civil penalties for violation of California Labor Code § 558.<sup>3</sup>

We write to further amend the July 1, 2019 letter, to provide notice and clarify the names of the Defendants. These include Frontier Management LLC; Frontier Senior Living, LLC; and GH Senior Living, LLC dba Greenhaven Estates Assisted Living, Paramount Court Senior Living, PC AL MC Care Properties LLC (hereinafter “Defendants”). Through this letter Wright intends and to provide notice to Defendants and all other related or affiliated entities, subsidiaries, parents, predecessors, successors, owners, joint employers and communities, community owners of the allegations herein. We also write to provide notice of Mr. Wright’s intent to amend his complaint to supplement Mr. Wright’s claims already noticed above by providing further detail and citing additional claims: Labor Code §§ 551-552 (failure to provide 1 day of rest during a 7 day workweek); 1197, 1197.1 (failure to pay minimum wage); 1198 (failure to pay at the regular rate of pay where employee is scheduled to work and does report for work but is not provided work less than half the employee’s usual or scheduled day’s work); 1174(d) (failure to keep complete and accurate wage statements); 2800 (failure to reimburse for necessary business expenditures); 2810.5 (failure to provide written notice of pay and other necessary information at time of hire); violations of IWC Wage Orders including, but not limited to, Wage Orders 4-2001 and 5-2001; and failure to pay overtime and premiums at the regular rate of pay.

Defendants did not provide compliant meal and rest periods for Mr. Wright and aggrieved employees. Defendants required Mr. Wright and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Mr. Wright and aggrieved employees regularly work through their unpaid meal breaks since they are required to clock out for meal breaks yet remain on-duty and are subject to interruption throughout these “breaks.” Defendants have a policy and/or practice that Mr. Wright and aggrieved employees must keep their personal cellphones, radios, pagers, and walkie-talkies on during meal and rest breaks in order to be continuously on-call. Defendants rounded the meal periods recorded by aggrieved employees, resulting in aggrieved employees receiving short meal periods without being paid the required premium wages. Defendants also required aggrieved employees to stay on work premises during rest periods. This results in meal and rest breaks that are not compliant with California law, because Mr. Wright and other hourly non-exempt employees are not relieved of all duty and their meal and rest breaks were regularly interrupted. Plaintiff and putative class members do not receive premium pay for missed breaks. As a result of these policies, Defendants have denied Mr. Wright and other aggrieved employees the overtime and meal and rest periods to which they are statutorily entitled.

---

<sup>3</sup> California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any individual violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

In addition, Mr. Wright and other aggrieved employees worked in excess of eight hours in a day and forty hours in a week and were, therefore, entitled to receive overtime compensation, but they were not paid for all hours worked. Employees are regularly required to work off-the-clock – time which goes unrecorded and uncompensated – including performing work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks. For example, Defendants require aggrieved employees to perform a number of duties off the clock, including filling out paperwork, waiting for other employees to relieve them of their posts, or help other employees with a number of tasks, such as transferring residents, after clocking out for the day. Such work included, but was not limited to, waiting in line, responding to work related inquiries, going through COVID-19 protocols, and assisting patients. Defendants rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored Defendants over time, resulting in aggrieved employees being underpaid for their time worked. Defendants also rounded the meal periods recorded by Mr. Wright and aggrieved employees, resulting in short meal periods without the payment of premium wages. These tasks would take aggrieved employees anywhere from ten minutes to 1 hour per shift to complete. On information and belief, Defendants did not compensate aggrieved employees for this time worked and other time worked, including by failing to pay minimum wages and overtime wages to which they were entitled. Also, the regular rate of pay for overtime, doubletime and meal/rest premiums did not include additional remuneration.

Defendants further require Mr. Wright and aggrieved employees to use a timeclock, which encountered technical difficulties 2 to 3 times per pay period. These technical difficulties prevented employees from logging their work hours. This resulted in approximately 8 to 12 hours of off-the-clock work each pay period. Although Defendants' management staff were aware of the timeclock issues, which were reported multiple times by Mr. Wright, it was not remedied during the time that Mr. Wright was employed. On information and belief this timekeeping system is used across Frontier's California facilities.

Further, Defendants do not reimburse or compensate Mr. Wright and aggrieved employees for business expenses incurred for Defendants benefit. For example, Mr. Wright and aggrieved employees are required to use their personal cell phones in order to stay in constant communication with managers via phone calls and texts, especially once managers are no longer on the premises. Defendants do not reimburse or compensate Mr. Wright and aggrieved employees for the purchasing and maintenance of these and other business expenses such as clothing, footwear, tools, supplies and equipment, such as personal protective equipment.

During the relevant time period, the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.



During the relevant time period, Defendants failed to pay aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Defendants failed to pay aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

Plaintiffs and aggrieved employees experience a number of issues, including (but not limited to) receiving incorrect wage statements which Defendants did not keep in a complete and accurate manner, not timely receiving all pay owed to them (e.g. unpaid minimum wages, overtime wages, meal and rest period premiums) during and at the end of their employment, and compensation below minimum wage for all hours worked. Defendants failed to pay Mr. Wright and aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201, 202, and 204, including earned and unpaid minimum, overtime, and premium wages, as discussed above. Defendants provided Mr. Wright and other aggrieved employees with wage statements that were in violation of California Labor Code section 226(a) and the violations include, but are not limited to, the failure to include the actual and total hours worked, including, for example, time spent working off-the-clock and during meal and rest periods. Compensation for off the clock work, overtime, and premium pay for missed breaks remains outstanding after termination.

In addition, Defendants failed to accurately provide aggrieved employees with the requisite notices in violation of California Labor Code section 2810.5. Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by aggrieved employees, including earned and unpaid minimum, overtime, and premium wages.

Mr. Wright is represented by Schneider Wallace Cottrell Konecky LLP (“SWCK”), a law firm based in Emeryville, California. SWCK has extensive experience in the successful litigation and resolution of employment and class actions nationwide. A description of the work, mission, and credentials of the firm can be found at [www.schneiderwallace.com](http://www.schneiderwallace.com). Mr. Wright and his counsel are committed to zealously pursuing redress on behalf of the State of California and all other similarly situated employees for the violations and civil penalties set forth above.

Sincerely,

SCHNEIDER WALLACE  
COTTRELL KONECKY LLP

CAROLYN H. COTTRELL  
Attorney at Law

*cc via certified mail:*

Frontier Management LLC  
7420 Southwest Bridgeport Road, Suite 105  
Portland, Oregon 97224

GH Senior Living, LLC  
7420 Bridgeport Road, Suite 105  
Portland, Oregon 97224

Frontier Senior Living, LLC  
7420 Southwest Bridgeport Road, Suite 105  
Portland, Oregon 97224

# **EXHIBIT G**

Claims Admin Contact Info  
Claims Admin ID <<ID>>

Mailing Date, 2022  
<<FullName>>  
<<Address1>> <<Address2>>  
<<City>> <<State>> <<Zip>>

**Re: REMINDER TO CASH SETTLEMENT CHECK FOR CLASS AND  
COLLECTIVE ACTION SETTLEMENT**

Dear <<FullName>>:

You previously were sent your payment from the settlement of the lawsuit entitled *Wright, et al. v. Frontier Management LLC, et al*, United States District Court, Eastern District of California, Case No. 2:19-cv-01767-JAM-CKD (the “Lawsuit”). Our records show that you have not yet cashed your settlement check. You will be bound by the settlement whether or not you cash the check.

Please cash your check promptly. Your check will expire on [REDACTED] and then will be sent to the [cy pres recipient or to individuals who have cashed their checks].

If you have any questions about the settlement, you can visit the Settlement website at [INSERT URL]; contact Class Counsel toll-free at (800) 689-0024; view the public docket for the case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.caed.uscourts.gov>; or you may contact the settlement administrator (whose contact information is at the top of this letter). Please do not call the Court about this letter.

Sincerely,

Claims Administrator