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Attorneys for Plaintiffs and the Certified Subclasses

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

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

Plaintiffs,

v.

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

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

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

Judge: Hon. Haywood S. Gilliam, Jr.

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

1 I, Gay Crosthwait Grunfeld, declare:

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

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

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

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

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

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

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

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

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

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

25 **My Qualifications and Experience**

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

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

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

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

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

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

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

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

14 Ex. A §§ 4.1-4.3.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15
16 
17 Gay Crosthwait Grunfeld

Exhibit A

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the Certified Subclasses

19 *Additional Counsel on Next Page*

21 UNITED STATES DISTRICT COURT

22 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

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

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BROOKDALE SENIOR LIVING INC.
and BROOKDALE SENIOR LIVING
COMMUNITIES, INC.

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

**CLASS ACTION
SETTLEMENT AGREEMENT**

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

11 1. RECITALS

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

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

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

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

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

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

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

1 readily achievable access barrier removal.

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

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

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

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

9 **2. CLASS DEFINITIONS**

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

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

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

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

25 **3. CLASS COUNSEL**

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

4. INJUNCTIVE RELIEF FOR ACCESS BARRIER SUBCLASSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **6. CLASS REPRESENTATIVE INCENTIVE AWARD**

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

1 **7. ATTORNEYS' FEES, COSTS, AND EXPENSES**

2 7.1 The Parties agree that Class Counsel is entitled to their reasonable attorneys' fees,
3 costs, and expenses. Plaintiffs shall submit to the Court a motion for attorneys' fees, costs, and
4 expenses, and will seek no more than a total of \$14,500,000.00. Defendants will not oppose
5 Plaintiffs' motion.

6 **8. RELEASE OF CLAIMS**

7 8.1 Upon final approval of this Agreement, the Class Plaintiffs and the members of the
8 Certified Subclasses, along with their predecessors, successors, attorneys, partners, heirs, executors,
9 administrators, beneficiaries, representatives, agents, and assigns, shall be deemed to have, and by the
10 operation of this Agreement, shall have full, finally, and forever released, relinquished, and discharged
11 all Defendants and any and all of their current or former parents, affiliates, subsidiaries, predecessors,
12 and successors, as well as any of their current or former officers, directors, trustees, overseers,
13 employees, agents, attorneys, insurers, reinsurers, auditors, accountants, committees, fiduciaries,
14 administrators, actuaries, representatives, retained experts, and natural person trustees, from all claims,
15 liabilities, demands, causes of action, or lawsuits for declaratory and/or injunctive relief, arising out of
16 or relating in any way or manner to the claims and allegations asserted or that could have been
17 asserted in the Lawsuit based on the facts alleged in the complaints filed therein, including as to any
18 appellate rights that Plaintiffs may have as to both the denial of class certification and the merits of the
19 claims asserted in the Lawsuit as of the date of final approval of the Agreement. This release explicitly
20 includes any rights to appeal the decisions rendered by the Court in the Lawsuit, including as to both
21 class certification and the merits, except for the Court's order on the motion for attorneys' fees, costs
22 and expenses. This release explicitly excludes: (1) any individual claims for personal injuries,
23 wrongful death, bodily harm, or emotional distress resulting from said claims for personal injuries,
24 wrongful death, or bodily harm, and (2) claims based on a breach of this Agreement, the Individual
25 Settlement Agreement, or the Stipulated Injunction (collectively, "Excluded Claims"). Nothing in this
26 Agreement shall preclude any member of the Certified Subclasses from asserting any and all relevant
27 allegations in support of any such Excluded Claim.

28 8.2 Upon the Effective Date without further action, with respect to all claims released

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

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

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

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

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

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

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

1 Court of the preliminary approval order.

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

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

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

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

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

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1 10.2 The following are steps and information for a member of the Certified Subclasses to
2 properly object to this Agreement: You can ask the Court to deny approval by filing an objection. You
3 cannot ask the Court to order a different settlement; the Court can only approve or reject the
4 settlement. If the Court denies approval, no settlement will be effectuated and the lawsuit will
5 continue. If that is what you want to happen, you should object. Any objection to the proposed
6 settlement must be in writing. If you file a timely written objection, you may, but are not required to,
7 appear at the final approval hearing, either in person or through your own attorney. If you appear
8 through your own attorney, you are responsible for hiring and paying that attorney. All written
9 objections and supporting papers must (a) clearly identify the case name and number (*Stiner, et al. v.*
10 *Brookdale Senior Living Inc., et al.* Case No. 4:17-cv-003962), (b) be submitted to the Court either by
11 filing them electronically or in person at any location of the United States District Court for the
12 Northern District of California or by mailing them to the Class Action Clerk, United States District
13 Court for the Northern District of California, Oakland Division, Ronald V. Dellums Federal Building
14 & United States Courthouse, 1301 Clay Street, Suite 400 S, Oakland, CA 94612, and (c) be filed or
15 postmarked on or before _____. A valid written objection must also include: (a) the
16 name, address, telephone number of the individual objecting and, if represented by counsel, of his/her
17 counsel; (b) the basis for the objection; and (c) a statement of whether the objector intends to appear at
18 the final approval hearing, either with or without counsel.

19 10.3 Any member of the Certified Subclasses who fails to object to this Agreement in the
20 manner described herein shall be deemed to have waived any such objection, shall not be permitted to
21 object to any terms or approval of the Agreement at the final approval hearing, and shall be foreclosed
22 from seeking any review of the Agreement or the terms of the Agreement by appeal or other means.

23 **11. CONFIDENTIALITY**

24 11.1 The Parties agree that the terms of this Agreement shall remain confidential and shall
25 not be disclosed by any Party until the Agreement is filed in connection with the motion for
26 preliminary approval.

27 **12. REPRESENTATIONS AND WARRANTIES**

28 12.1 The Parties each represent and warrant that they are voluntarily entering into this

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

9 12.2 The Parties each represent and warrant that they have carefully read the contents of this
10 Agreement, and that this Agreement is signed freely by each person executing this Agreement on
11 behalf of each of the Parties. The Parties each further represent and warrant to each other that they
12 have made such investigation of the facts pertaining to this Agreement and all the matters pertaining
13 thereto, as they deem necessary

14 12.3 The Parties each represent and warrant that they have not relied on any statement,
15 representation, omission, inducement, or promise of any other Party (or any officer, agent, employee,
16 representative, or attorney for any other Party) in executing this Agreement, except as expressly stated
17 in this Agreement.

18 12.4 The Parties each represent and warrant that each term of this Agreement, under the
19 titles of the various paragraphs, is contractual and not merely a recital.

20 **13. NON-ADMISSION OF LIABILITY**

21 13.1 The Parties understand and agree that this Agreement embodies a compromise
22 settlement of disputed claims, and that nothing in this Agreement shall be deemed to constitute (a) any
23 finding of wrongdoing by Defendants, (b) an admission by the Defendants of wrongdoing or liability
24 in this or any other past or future proceedings, or (c) an admission by the Defendants that the Certified
25 Subclasses were appropriately certified under Rule 23.

26 13.2 Defendants expressly deny any liability or wrongdoing with respect to the matters
27 alleged in the Lawsuit. Defendants also expressly deny that the Certified Subclasses were
28 appropriately certified under Rule 23.

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14. NON-RETALIATION

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

15. FORCE MAJEURE

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

16. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

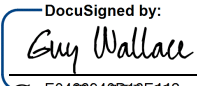
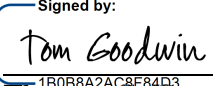
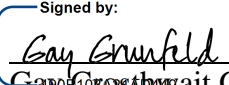


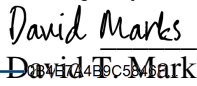
18 16.10 All representations, warranties, and covenants set forth in this Agreement shall be
19 deemed continuing and shall survive the final approval and the termination or expiration of this
20 Agreement.

21 16.11 Any notice, demand, or other communication under this Agreement shall be made in
22 writing and shall be provided through formal service of process as follows:
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IF TO PLAINTIFFS:	IF TO DEFENDANTS:
Rosen Bien Galvan & Grunfeld LLP 101 Mission Street, 6 th Floor San Francisco, California 94105	Brookdale Senior Living Inc. C/O General Counsel 105 Westwood Place Suite 400, Brentwood, Tennessee 37027
Schneider Wallace Cottrell Konecky LLP 2000 Powell Street, Suite 1400 Emeryville, California 94608	
Stebner Gertler & Guadagni 870 Market Street, Suite 1285 San Francisco, California 94102	

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

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

For Plaintiffs:	For Defendants:
SCHNEIDER WALLACE COTTRELL KONECKY LLP	BROOKDALE SENIOR LIVING INC. & BROOKDALE SENIOR LIVING COMMUNITIES, INC.
DocuSigned by:  3/15/2025 By: <u>Guy B. Wallace</u>	Signed by:  3/16/2025 By: <u>Thomas G. Goodwin</u> VP of Litigation
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7 Rita Stiner, as Power of Attorney for
Stacia Stiner

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Exhibit B

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

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

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

Plaintiffs,

v.

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

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

**STIPULATED INJUNCTION AND
 ORDER**

Judge: Hon. Haywood S. Gilliam, Jr.

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

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

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

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

12 ACCESS BARRIER CLAIMS

13 1. **Brookdale Brookhurst.** Defendants agree to bring the interior and exterior
 14 common areas of Brookdale Brookhurst into compliance with the 2010 Americans with
 15 Disabilities Act Accessibility Standards (“2010 ADAS”). Defendants also agree to make the
 16 following counts of each type of resident units at Brookdale Brookhurst fully compliant with the
 17 2010 ADAS, Section 223.3: 4 studio units, 4 one-bedroom units, 1 large one-bedroom unit, and 1
 18 one-bedroom two-bath unit. Defendants also agree to renovate an additional 3 studio units, 4 one-
 19 bedroom units, 1 large one-bedroom unit, and 1 one-bedroom two-bath unit to be compliant with
 20 the 2010 ADAS, Section 233, subject to any relevant exceptions for residential dwelling units set
 21 forth in the relevant 2010 ADAS provisions. All units being renovated pursuant to this Section
 22 shall provide a roll-in shower compartment that complies with the 2010 ADAS Section 608.2.2 or
 23 an alternate roll-in shower compartment that complies with the 2010 ADAS Section 608.2.3. If a
 24 resident or potential resident requires a 2010 ADAS, Section 223.3 compliant unit and no units of
 25 the type being considered by the resident or potential resident (*e.g.*, studio, one-bedroom, etc.) are
 26 available, Defendants, as long as they are operating the community, shall provide a 2010 ADAS,
 27 Section 223.3 compliant unit of the same type, either by renovating one of the 2010 ADAS,
 28 Section 223 units of the same type, if available, or by renovating any other vacant unit in

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

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

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

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

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

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

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

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

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

26 10. Prior to submitting plans to the local building department for approval, Defendants
27 shall submit such plans to Class Counsel and to the mutually-agreed upon CASp Architect. Class

28 Counsel shall submit all objections to the plans or designs thirty (30) days thereafter. Counsel for the

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

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

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

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

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

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

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

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

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

9 **TRANSPORTATION CLAIMS**

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

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

21 **EMERGENCY EVACUATION CLAIMS**

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

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

27 b. Identification of assembly areas at the respective Brookdale RCFEs that are
 28 accessible to persons with mobility and/or vision disabilities within the meaning of the 2010
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1 ADAS, which will be communicated to staff and residents;

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

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

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

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

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

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

24 **STAFFING DISCRIMINATION CLAIMS & STAFFING CLAIMS**

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

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

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

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

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

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1 IT IS SO STIPULATED.

2 DATED: March 17, 2025

Respectfully submitted,

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SCHNEIDER WALLACE COTTRELL KONECKY LLP

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By: /s/ Guy B. Wallace

Guy B. Wallace

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Attorneys for Plaintiffs and the Certified Subclasses

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9 DATED: March 17, 2025

ROSEN BIEN GALVAN & GRUNFELD LLP

10

By: /s/ Gay Crosthwait Grunfeld

Gay Crosthwait Grunfeld

11

12

Attorneys for Plaintiffs and the Certified Subclasses

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14 DATED: March 17, 2025

STEBNER GERTLER & GUADAGNI

15

16

By: /s/ Kathryn A. Stebner

Kathryn A. Stebner

17

18

Attorneys for Plaintiffs and the Certified Subclasses

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20 DATED: March 17, 2025

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

21

/s/ David T. Marks

David T. Marks

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Attorneys for Plaintiffs and the Certified Subclasses

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1
2 DATED: March 17, 2025

MOORE & LEE, P.C.

3 By: /s/ Erica Rutner

4 Erica Rutner

5 Attorneys for Defendants BROOKDALE SENIOR
6 LIVING, INC. and BROOKDALE SENIOR LIVING
7 COMMUNITIES, INC.

8 IT IS SO ORDERED, ADJUDGED AND DECREED.
9

10 DATED: _____, 2025

11 _____
Honorable Haywood S. Gilliam, Jr.