

## **NOTICE OF CLASS SETTLEMENT AGREEMENT**

*Stiner et al. v. Brookdale Senior Living, Inc., et al.*  
N.D. Cal. Case No. 4:17-cv-03962-HSG (LB)

This Notice discusses the settlement of certain claims on behalf of two certified subclasses in *Stiner et al. v. Brookdale Senior Living, Inc., et al.* pending in the federal district court for the District of Northern California. The claims that are part of the Class Action Settlement in this case and that may implicate you are detailed below, and relate to whether a former transportation policy at Brookdale's California Residential Care Facilities for the Elderly ("RCFE") and the physical condition of the Brookdale Scotts Valley RCFE violate the Americans with Disabilities Act ("ADA"). More information about the case can be found on the website for the Northern District of California using case number 4:17-cv-03962-HSG (LB).

The portion of the class action settlement that may impact you covers the following claims, defined as follows:

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

**Brookdale Scotts Valley Subclass:** All persons with disabilities who use wheelchairs, scooters, or other mobility aids or who have vision disabilities and who reside or have resided at Brookdale Scotts Valley during the three years prior to the filing of the Complaint herein through the conclusion of this action, including their successors-in-interest if deceased, excluding any persons who are subject to arbitration.

Defendants are Brookdale Senior Living, Inc. and Brookdale Senior Living Communities, Inc. They have agreed to settle the claims of the certified subclasses, as described below without admitting any fault, liability, or wrongdoing. The Class Action Settlement also includes other claims that do not impact you. In addition, Plaintiffs' other individual claims are not subject to the class action settlement. **This notice explains the Class Action Settlement Agreement, where you can find the Class Action Settlement Agreement, whether you are included in the Class Action Settlement Agreement, and how you can tell the Court whether you think the Class Action Settlement Agreement is fair to the extent it includes you.**

**Fleet Safety Policy Subclass Settlement:** Plaintiffs alleged a provision in the former transportation policy at Brookdale's RCFEs in California that required users of motorized wheelchairs and scooters to transfer out of their motorized mobility devices to ride in a Brookdale van or bus. Defendants denied this allegation. Brookdale changed its transportation policies in April 2024, and the current transportation policies make it optional for residents who use motorized mobility devices to transfer out of their devices.

To resolve the claims of the Fleet Safety Policy Subclass, Defendants, without admitting any fault, liability, or wrongdoing, have agreed not to reinstate the challenged provision in the former transportation policy and to maintain the current version of the transportation policy, which allows residents to remain in their mobility devices on Brookdale vans and buses, unless a change in law requires it to be modified.

**Brookdale Scotts Valley Subclass Settlement:** Plaintiffs argued that the Brookdale Scotts Valley RCFE is subject to and does not comply with the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"). Defendants denied these allegations.

To resolve the claims of the Brookdale Scotts Valley Subclass, Defendants, without admitting any fault, liability, or wrongdoing, have agreed to renovate the common areas of Brookdale Scotts Valley to be compliant with the current federal accessibility guidelines, the 2010 ADA Standards for Accessible Design ("2010 ADAS"). In addition, Defendants have agreed to renovate a certain number of each type of resident room at Brookdale Scotts Valley to comply with the 2010 ADAS and to include roll-in showers. Defendants have also agreed not to require any resident with a mobility or vision disability who requires a modification to their room at the Brookdale Scotts Valley RCFE to accommodate their disability to pay for the modifications.

The Class Action Settlement Agreement does not involve monetary damages and none will be awarded. A copy of the Class Action Settlement Agreement may be obtained at the websites of Plaintiffs' counsel at the web addressed below.

The Court will hold a hearing on the fairness of the Class Action Settlement Agreement at 2:00 p.m. on October 16, 2025, at the United States Courthouse at 1301 Clay Street, Courtroom 2 – 4<sup>th</sup> Floor, Oakland, California, 94612.

The Class Action Settlement Agreement allows Plaintiffs' counsel to ask the Court to have Defendants pay for their reasonable attorneys' fees, costs, and expenses. The Court will decide the amount of the fees and expenses. Plaintiffs' counsel will file a motion asking the Court to award them no more than \$14,500,000 in attorney's fees, costs, and expenses on August 7, 2025. Once filed, the motion will be available on the Court's docket or at the website addresses below.

Any person meeting the definition of the subclass defined above may write to the Court about whether the settlement is fair and whether they object to the settlement or to Plaintiffs' Counsel's request for reasonable attorneys' fees, costs, and expenses. Objections MUST include at the top of the page the case name and number: *Stiner et al. v. Brookdale Senior Living, Inc., et al.*, N.D. Cal. Case No. 4:17-cv-03962-HSG. Objections to Plaintiffs' Counsel's request for reasonable attorneys' fees, costs, and expenses MUST be postmarked no later than September 8, 2025, and sent to: Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Suite 400 S, Oakland, CA 94612. Objections to the settlement or whether the settlement is fair MUST be postmarked no later than September 12, 2025, and sent to: Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Suite 400 S, Oakland, CA 94612. The Court cannot order a different settlement. The Court can only approve or deny the proposed class settlement.

This notice summarizes the proposed settlement. For the precise terms of the settlement, please go to the websites of class counsel provided below, or you may access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 1301 Clay Street, Suite 400 S, Oakland, CA 94612, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.

For more information about the Class Action Settlement, Plaintiffs' Counsel's motion for attorney's fees, costs, and expenses, or the *Stiner* case, please visit:

Rosen Bien Galvan & Grunfeld LLP  
[www.rbgg.com](http://www.rbgg.com)

Schneider Wallace Cottrell Konecky LLP  
[www.schneiderwallace.com](http://www.schneiderwallace.com)

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