

EXHIBIT 2

October 18, 2022

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**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 July 8, 2014 and August 29, 2022. Because you fit this definition, **you may be entitled to receive money from a Settlement¹ 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 | |
|---|---|
| DO NOTHING | If you do nothing, you will be sent a settlement payment upon final approval of the Settlement, and the release(s) 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. |

¹ 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 frontiermanagementsettlement.com.

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| <p>EXCLUDE YOURSELF OR “OPT OUT”</p> | <p>If you “opt out” of the lawsuit and choose not to be part of the Settlement as described below in Section 6, 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>OBJECT</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 March 1, 2023 at 1:30 p.m., before the Honorable John A. Mendez at the United States District Court, Eastern District of California, 14th Floor, Courtroom 6.

2. What Is This Case About?

This lawsuit alleges that individuals whom Defendants employed as non-exempt employees and who worked for Defendants during the applicable timeframes listed in Section 5, 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 August 29, 2022 in California under the California Labor Code Private Attorneys General Act (“PAGA”), interest,

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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 frontiermanagementsettlement.com. 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.

3. 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 one third (1/3) of the settlement amount, which is \$3,166,663.50, 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.

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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 \$<<Total Award Rounded>>. 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 <<CA Workweeks>> workweeks for Defendants during the relevant period for the California Class in the State of California, <<PAGA Workweeks>> workweeks for Defendants between July 7, 2018 and August 29, 2022 in the State of California under the PAGA, <<WA Workweeks>> workweeks for Defendants during the relevant period in the State of Washington, <<OR Workweeks>> workweeks for Defendants during the relevant period in the State of Oregon, <<IL Workweeks>> workweeks for Defendants during the relevant period in the State of Illinois, and <<FLSA Opt-In Workweeks>> workweeks for Defendants during the relevant period outside the states of California, Washington, Oregon, and Illinois.

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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 [Notice Deadline](#) and should be mailed to Frontier Management Settlement Administrator P.O Box 10968 Tallahassee, FL 32302-2968. The Settlement Administrator will notify you of the decision on the dispute.

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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 instead be equal to five (5) settlement shares, workweeks during which work was performed in Washington will be instead equal to three (3) settlement shares, workweeks during which work was performed in Oregon will be instead equal to three (3) settlement shares, and workweeks during which work was performed in Illinois will be instead 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.
4. Individuals who worked for Defendants between July 7, 2018 and August 29, 2022 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 August 29, 2022.

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

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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

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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 [\[Notice Deadline\]](#). 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 Frontier Management Settlement Administrator, P.O Box 10968 Tallahassee, FL 32302-2968. **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 [\[Notice Deadline\]](#). The statement must state the factual and legal grounds for your objection to the settlement. The statement must

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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: Sacramento Courthouse of the United States District Court, Eastern District of California at 501 I Street, Room 4-200, Sacramento, CA 95814. You must also mail a copy of your objection to Class Counsel and Defendants' counsel, at the addresses listed below by [\[Notice Deadline\]](#);


| Class Counsel | Defendants' Counsel |
|--------------------------------|---|
| Carolyn H. Cottrell | Barbara I. Antonucci |
| Ori Edelstein | Sarah K. Hamilton |
| Michelle S. Lim | CONSTANGY, BROOKS, SMITH & PROPHETE LLP |
| SCHNEIDER WALLACE | 601 Montgomery Street, Suite 350 |
| COTTRELL KONECKY LLP | San Francisco, CA 94111 |
| 2000 Powell Street, Suite 1400 | |
| Emeryville, CA 94608 | |

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 **Tuesday, February 14, 2023**, 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.

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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

loedelstein@schneiderwallace.com

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 one third (1/3) of the Gross Settlement Amount (i.e., \$3,166,663.50) 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 frontiermanagementsettlement.com, 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 Sacramento Courthouse of the United States District Court, Eastern District of California at 501 I Street, Room 4-200, Sacramento, CA 95814, 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.

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