

DANIEL BAER and ROSE BAER,	:	COURT OF COMMON PLEAS
through Stephen Baer as their Agent with	:	OF MONTGOMERY COUNTY,
Power of Attorney,	:	PENNSYLVANIA
 	:	
for themselves and all others similarly situated,	:	
 	:	
PLAINTIFFS,	:	CIVIL ACTION-LAW
v.	:	No. 2018-13760
 	:	CLASS ACTION
SHANNONDELL, INC.,	:	
 	:	
and	:	
 	:	
DELL RETIREMENT SERVICES, INC.,	:	
 	:	
DEFENDANTS.	:	

**ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AGREEMENT AND APPROVING
SETTLEMENT NOTICE AND CLAIM FORM**

This matter is before the Court on Plaintiffs’ unopposed Motion for Preliminary Approval of Class Action Settlement Agreement and for Approval of Sending Settlement Notice to the Class. The motion seeks approval under Pa. R.C.P. 1701 *et seq.* of the settlement of the above captioned action between Daniel Baer and Rose Baer, through Stephen Baer as their Agent with Power of Attorney (“Plaintiffs”), individually and on behalf of the Class defined below, and Shannondell, Inc. and Dell Retirement Services Inc. (“Defendants”).

The Court has reviewed the January 28, 2026 Settlement Agreement and attached exhibits, as well as Plaintiff’s motion and memorandum in support thereof. Based on these filings, the Court preliminarily approves the Settlement Agreement, finds that it bears a reasonable relationship to the claims alleged by the Plaintiffs on behalf of the Class and that the terms of the Settlement Agreement are within the range of reasonableness. The Court further finds that there is a sufficient basis for preliminarily approving the Settlement as fair, reasonable,

and adequate, and further finds that Notice to members of the Class is warranted to be followed by a full Fairness Hearing at which the final approval of the Agreement will be considered. The Court therefore authorizes the steps set forth herein, including the dissemination of notice and operation of a claim process, necessary to determine whether the Settlement Agreement should be finally approved and the Litigation dismissed.

It is therefore **ORDERED, ADJUDGED and DECREED** as follows:

1. To the extent not otherwise defined herein, all capitalized terms shall have the meanings attributed to them in the Settlement Agreement.
2. The Court previously certified a Class, comprising the following:
All present and former Residents (or their legal representatives) of Shannondell at Valley Forge who signed a Residence and Care Agreement before February 1, 2013 and received an Entrance Fee refund after May 22, 2012 that included a Vacancy Fee deduction for Appliance Depreciation or Appliance Replacement Fees and/or Replacement Fees for Cabinets, Countertops or Other Materials.
3. The Court finds that: (i) the proposed Settlement Agreement resulted from extensive arm's-length negotiations; (ii) Class Counsel and Defendants have litigated this case zealously for seven years, and possess a knowledge of the facts sufficient to evaluate the strength of Plaintiff's claims and whether the proposed settlement is fair, reasonable, and adequate to allow dissemination of notice; and (iii) the terms of the proposed Settlement are sufficiently within the range of reasonableness to warrant sending the Class the Notice attached as Exhibit B and Claim Form attached as Exhibit C to the Settlement Agreement and holding a full Fairness Hearing to consider its final approval. Accordingly, the Court grants preliminary approval of the Settlement.
4. The Court approves, as to both form and content, the Class Notice and the Claim Form and the proposed plan for dissemination of notice to the Class as set forth in the

Agreement. Notice of this Order preliminarily approving the Settlement Agreement will be provided to all Class Members as described in the Settlement Agreement. The Court preliminarily finds that these documents constitute due and sufficient notice to all individuals entitled thereto and adequately advises Class Members of their rights under the terms of the Settlement. The Court further preliminarily finds that the methods of notification proposed in the Settlement Agreement constitute the best notice to all persons within the Class definition that is practicable under the circumstances.

5. The Court approves Continental DataLogix LLC as the Claims Administrator. As described in the Settlement Agreement, upon entry of this Order, the Claims Administrator will establish the Settlement Website.

6. Within 60 days after the entry of this Order, notice of the Agreement, in the form attached to the Agreement as Exhibit B, and the Claim Form as attached as Exhibit C, will be sent to each Class member at the mailing address provided by Defendants in the course of this litigation. Where the Claims Administrator has obtained an updated address for a Class Member or their representative, Mail Notice shall be sent to that address.

7. For purposes stated and defined in the Settlement Agreement, the Court hereby sets the following dates and deadlines:

Notice Date:	Within 60 days after entry of Preliminary Approval Order
Deadline to Move For Award of Attorneys' Fees and Litigation Costs:	15 days after Notice Date
Deadline to Submit Claim Form:	60 days after Notice Date
Deadline to Object:	60 days after Notice Date
Deadline to Mover for Final Approval And Respond to Objections:	14 days before Final Fairness Hearing
Final Fairness Hearing:	[at least 150 days after Date of Preliminary Approval Order] September 23, _____, 2026, at <u>10:00 A.</u> : M in Courtroom # <u>E</u>

8. Prior to the Final Fairness Hearing, the Claims Administrator shall provide to the parties a report on the notice and claims process and shall timely fulfill all duties and obligations due to the Class and the Parties in accordance with this Order and the Settlement Agreement.

9. At or before the Final Fairness Hearing, the Claims Administrator shall file with the Court a proof of mailing of the Class Notice.

10. The Court hereby approves and adopts the procedures, deadlines, and manner governing all objections by any Class Members to the Settlement as provided for in the Agreement.

11. Within 60 days of the mailing of the Notice, any Class Members who wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the instructions therein contained. Any Class member who does not submit the Claim Form postmarked or emailed by the Claim Submission Deadline, June 4, , 2026 shall be barred from participating in the settlement.

12. Within 60 days of the mailing of Notice, Class Members who wish to object to the Settlement must do in writing, personally sign the objection and send the Claims Administrator a notice of objection stating their name, address, telephone number and email address. The notice must (1) state in writing all legal or factual reasons for the objection, (2) attach all documents in support of your objections with, (3) include citation to appropriate legal authority, if any, and, (4) a statement of whether the objector intends to appear at the Final Settlement Hearing, which shall include a notice of intention to be heard and a list of witnesses to be called to testify. If the Class Member intends to have a lawyer represent him or her, the Class Member must also submit a statement identify that lawyer by name, address and telephone number. Class Members' written objection must be postmarked no later than 60 days following the Notice Commencement Date to the below address. It will then be filed with the Court by Class Counsel.

Baer v. Shannondell Settlement
c/o Claims Administrator
P.O. Box 16
West Point, PA 19486

Without limiting the generality of the foregoing, any Class Member who does not timely and validly object to the Settlement shall be bound by all the terms of the Agreement, if it is finally approved. Any Class Member who fails to object in the manner prescribed herein shall be deemed to have waived their objections and shall be forever barred from making any such objections in the Litigation or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate or modify any approval of the Agreement, the Motion for Fees, or the Motion for Service Award. If any Class Member objects to the settlement in the manner prescribed herein, Plaintiffs and Defendants shall be afforded full opportunity to respond to such objection.

13. The Final Fairness Hearing will take place on September 23, _____, 2026, at 10:00 a.m., before Judge Richard Haaz at the Court of Common Pleas for Montgomery County, Pennsylvania, 2 E. Airy St., Norristown, PA 19401. At that hearing, the Court will determine whether the terms of the proposed Settlement Agreement are fair, reasonable, and adequate to the class and should be approved. The Court will further adjudicate Class Counsel's motion(s) for a Class Representative Service Award and attorneys' fees, costs, and expenses. Any Class Member who has followed the procedures set forth in this Preliminary Approval Order and the Agreement may appear and show cause why the Agreement should or should not be approved as fair, reasonable and adequate, or why the proposed Final Judgment and Order of Dismissal should or should not be entered thereon.

14. At least 45 days prior to the deadline for claims and objections, Plaintiffs shall file their motion for attorneys' fees, costs, and expenses, and a Class Representative Service Award.

15. Class Counsel will file and serve upon Defendants' Counsel all papers responding to any objections, and any other necessary filings, at least fourteen (14) days before the Final Settlement Hearing.

16. All costs incurred in connection with mailing the Notice to the members of the Class, as well as administering the settlement, shall be paid pursuant to the terms of the Agreement. These costs shall be paid as directed in the Agreement.

17. Until further order of the Court, all activity in this Action shall be and hereby are stayed. The stay of proceedings shall not prevent the filing of any motions, objections, responses, affidavits and other matters necessary to the consideration and approval of the Agreement.

18. The findings and rulings in this Order are made solely for the purposes of settlement and may not be cited or otherwise used to support the certification of any contested class or subclass in this action or any other actions.

19. This Order will become null and void, and will be without prejudice to the rights of the Parties, all of whom are restored to their respective positions existing immediately before this Court entered this Order, if: (i) the proposed Settlement is not finally approved by the Court; or (ii) the proposed Settlement is terminated in accordance with the Settlement Agreement or does not become effective under the terms of the Settlement Agreement for any other reason. In such event, all negotiations, proceedings, documents prepared, and statements made in connection with the Settlement will be without prejudice to the parties, will not be deemed or construed to be an admission or confession by the parties of any fact, matter, or proposition of law, and will not be used in any manner for any purpose, and all parties to the action will stand in the same position as if the Settlement Agreement had not been negotiated, made, or filed with the Court. In addition, this Order will not be construed or used as an admission, concession or

declaration by or against Defendants of any fault, wrongdoing, breach or liability, or as a waiver by Defendants of any defenses or claims they may have.

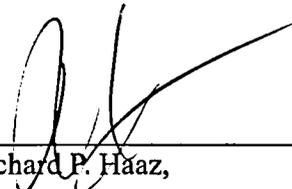
20. If there are or arise logistical problems with actually implementing this Order as set forth herein, then the Parties shall timely bring them to the attention of this Court for resolution by subsequent order of this Court.

21. The Court reserves the right to postpone or adjourn the date of the Final Fairness Hearing, or set dates for further hearings thereof, by a Court Order, without further notice to the Class and retains jurisdiction to consider all matters and further applications arising out of or in connection with the proposed settlement. The Court may approve the settlement, with such modification as may be agreed to by the parties, if appropriate, without further notice to Class Members.

22. All Class Members shall be bound by all determination of the Court concerning the Settlement.

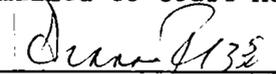
Dated February 3, 2026

BY THE COURT



Richard P. Haaz, J.

Order e-filed on 2/3/26
Copies sent via Prothonotary
Emailed to Court Administration



Judicial Secretary