

Exhibit 1

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.	:	

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Settlement Agreement” or “Agreement”) subject to the approval of the Court and in exchange for good and valuable consideration set forth herein, is entered into by and between Stephen Baer (the “Class Representative” or “Baer”), Executor of the Estates of Plaintiffs Daniel Baer and Rose Baer, individually, and on behalf of and as the representative of the Class Members as defined below (“Plaintiffs”), and by Defendants Shannondell, Inc. and Dell Retirement Services, Inc. (“Defendants”). Plaintiffs and Defendants are referred to collectively as the “Parties,” intending that as among the Parties, including all Class Members, the Litigation shall be fully and finally compromised, settled, released, and dismissed with prejudice.

WHEREAS, in May 2018, Plaintiffs filed this action in the Court of Common Pleas of Montgomery County (the “Court”) in a matter captioned, *Daniel Baer and Rose Baer, through Stephen Baer as their Agent with Power of Attorney, for themselves and all others similarly situated v. Shannondell, Inc.* No. 2018-13760 (the “Litigation”);

WHEREAS, Plaintiffs filed a motion to join Dell Retirement Services as an additional Defendant, which the Court granted;

WHEREAS, Plaintiffs alleged in the Fourth Amended Complaint that Shannondell breached the terms of its Residence and Care Agreements (“RCA”) with Class Members; that Defendants violated the Pennsylvania Continuing Care Provider Registration and Disclosure Act (“CCPRDA”); and that Defendants violated the Pennsylvania Unfair Trade Practices and Consumer Protection Law (“UTPCPL”);

WHEREAS, Defendants filed an Answer and New Matter to the Fourth Amended Complaint in which they denied the material allegations, denied any liability with respect to the allegations and claims previously and currently alleged in the Litigation, and further denied that Class Members are entitled to any recovery;

WHEREAS, the Court certified a class of plaintiffs comprising “All present or 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” (the “Class”);

WHEREAS, on October 18, 2024, the Court granted summary judgment in favor of Plaintiffs on their breach of contract and CCPRDA claims and revoked class certification on the UTPCPL claim, while leaving open for a trial by jury the matter of individual Class Members’ entitlement, if any, to damages (Dkt. 205);

WHEREAS, the Parties through counsel, following discovery and depositions, engaged in extensive, adversarial and arm’s length settlement negotiations including mediation sessions,

over three full days, March 14 and 17, and September 29, 2025 conducted by George Krueger, Esq. of Krueger ADR LLC;

WHEREAS, the Parties, ultimately reached and entered into a March 17, 2025 Settlement Agreement and a September 29, 2025 Supplement to Settlement Agreement which, pursuant to their terms, and subject to Court approval, constitute a binding and enforceable settlement of the Litigation;

WHEREAS, this Settlement Agreement further memorializes the foregoing March 17, 2025 Settlement Agreement and the September 29, 2025 Supplement to Settlement Agreement;

WHEREAS, contested issues of both law and fact exist concerning the allegations and claims made in the Litigation;

WHEREAS, the Parties have agreed to resolve this matter fully and finally on the terms and conditions described herein;

WHEREAS, Plaintiffs and Defendants hereby execute this Settlement Agreement and intend to urge its approval by the Court after consideration of the following substantial benefits that the settlement bestows upon the Class Members as further described below;

WHEREAS, the Parties agree and have concluded that the terms of this Settlement Agreement are fair, reasonable and adequate resolution of the Litigation and resolves all issues without further prolonged litigation and the associated expense, risk, and uncertainty.

NOW, THEREFORE, intending to be legally bound and in consideration of the covenants and agreements set forth in this Settlement Agreement, the Plaintiffs, including the Class Representative and the Class Members (the “Releasing Parties”) and Defendants agree that any and all claims against all Released Parties shall be finally settled and resolved on the terms and

conditions set forth in this Settlement Agreement, subject to Court approval, as a good faith, fair, reasonable, and adequate settlement.

1. Defined Terms.

As used in this Agreement and the exhibits hereto, in addition to any definitions elsewhere in this Agreement, the following terms shall have the meanings set forth below:

A. **Agreement and Settlement Agreement** mean this Settlement Agreement and Release (including all exhibits hereto).

B. **Alleged Excess Deduction** means the total amount deducted by Shannondell from a Class Member's Entrance Fee Refund which was allegedly not permitted by the terms of the RCA. This amount, for each Class Member, is derived from the Variable and 5% Spreadsheets making up the Master Spreadsheet:

(i) in column Y of the "Variable Spreadsheet" prepared by Plaintiffs' Expert Jesse Cooper (prepared from Defendants' original spreadsheets that include actual costs of refurbishment) and sent to Mediator George Krueger on March 7, 2025. This shows the sum of deductions included in the Vacancy Fee related to Appliances (column O), Cabinets, Countertops (column R), and duct cleaning (included within Other Costs Column S); and excludes the actual costs of Painting (column P) and Flooring (Column Q) and;

(ii) in Column O of the "5% Spreadsheet" prepared by Plaintiffs' Expert Jesse Cooper (prepared from Defendants' original spreadsheets that includes estimated costs as calculated by Plaintiffs) and sent to Mediator George Krueger on March 7, 2025 which is the Vacancy Fee less the average costs of Painting and Flooring.

C. **Approved Claim** means the amount of the Alleged Excess Deduction shown on a timely, fully completed, and valid Claim Form of a Participating Class Member which was submitted by the Claims Submission Deadline. All Approved Claims are subject to the percentage adjustment set forth in Section 4 of this Agreement.

D. **Attorneys Fee, Service Award and Costs Payment** means the attorneys' fees to be received by Class Counsel for the services rendered to Plaintiffs and Class Members in the Litigation, with that fee award not to exceed one-third of the Available Settlement Amount of \$4.4 million -- \$1,465,000; the Service Award as defined herein; plus litigation costs, out-of-pocket expenses incurred by Class Counsel, and class administration fees not to exceed \$120,000 in total, all as approved by the Court. The Attorneys Fee, Service Award, and Costs Payment shall be paid from the Available Settlement Amount.

E. **Available Settlement Amount** means the gross settlement amount of Four Million Four Hundred Thousand Dollars and Zero Cents (\$4,400,000.00).

F. **Claim Form** means the claim form attached as Exhibit C hereto.

G. **Claims Administrator** means Continental DataLogix LLC, or such other claims administrator as is approved by the Court (the "Claims Administrator") to administer the claims process as described in Exhibit A of this Settlement Agreement, attached hereto.

H. **Claims Submission Deadline** means the date sixty (60) days after the date of mailing of the Class Member Settlement Notice by the Claims

Administrator as defined herein. Class Members shall have until the Claims Submission Deadline to submit a Claim Form or to object to the Settlement.

I. **Class Counsel** means Larry Spector, Esq. of Larry Spector P.C. and Jeremy Spiegel, Esq. of the Law Office of Jeremy Spiegel.

J. **Class Member(s)** means all present or former Residents (or their legal representatives) of Shannondell at Valley Forge who signed a Residence and Care Agreement (“RCA”) before February 1, 2013 and received an Entrance Fee refund between May 22, 2012 and March 17, 2025 that included a Vacancy Fee deduction for Appliance Depreciation or Appliance Replacement Fees and/or Replacement Fees for Cabinets, Countertops or Other Materials, and who have not opted out of the Settlement.

K. **Class Member Settlement Payment** means the aggregate amount of Individual Class Member Settlement Payments Defendants pay to Participating Class Members pursuant to this Agreement.

L. **Class Member Settlement Notice** means the Court-approved notice of the Settlement to be sent to Class Members pursuant to Section 10 in the form attached as Exhibit B, and any notice on the web site maintained by the Claims Administrator.

M. **Class Representative** means Stephen Baer, as former agent with power of attorney for the late Daniel Baer and Rose Baer, and currently Executor of the Estates of Daniel Baer and Rose Baer.

N. **Costs Payment** means the payment of all reasonable costs incurred by the Plaintiffs' Counsel and the Claims Administrator in the Litigation, including the cost of notice and settlement administration, as authorized by the Court.

O. **Final Approval** shall be the date upon which the Judgment and Order has become final in accordance with Section 15 herein.

P. **Individual Class Member Settlement Payment** means the Participating Class Member's percentage amount of its Approved Claim as calculated under Section 4 of this Agreement.

Q. **Master Spreadsheet** means the Variable and the 5% Spreadsheets, each prepared by Plaintiffs' expert Jessee Cooper (prepared from Defendants' original spreadsheets that includes actual costs provided by Defendants and estimated costs as calculated by Plaintiffs) and sent to mediator George Krueger on March 7, 2025, being the spreadsheets submitted by Plaintiffs in their Motion for Summary Judgment as updated through March 17, 2025 with additional data provided by Defendants, that governs the calculation and distribution of Individual Class Member Settlement Payments.

R. **Net Settlement Amount** means the Available Settlement Amount (\$4,400,000) less the Attorneys Fee, Service Fee, and Costs Payment, which are subject to Court approval. The Net Settlement Amount is the only amount from which the Class Member Settlement Payment will be disbursed to Participating Class Members.

S. **Participating Class Members** means those former residents who are Class Members who submit an Approved Claim, including Class Members who

file a timely objection to the Settlement that is overruled or dismissed by the Court.

T. **Preliminary Approval** means the Court's order preliminarily approving the terms and conditions of this Agreement which, among other things, will schedule a hearing to decide Final Approval at least 150 days from the date of the Preliminary Approval.

U. **Released Parties** means Shannondell, Inc., Shannondell at Valley Forge, and Dell Retirement Services, Inc., and their respective officers, directors, shareholders, partners, members, employees, sureties, insurers, administrators, attorneys, agents, affiliates, subsidiaries, contractors, representatives, successors, assigns, and all other persons or entities acting or purporting to act on their behalf.

V. **Releasing Parties** means Plaintiffs, each Class Member, and any person claiming by or through him/her/it as his/her/its spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee, or affiliate.

W. **Service Award** means an amount not to exceed Fifteen Thousand Dollars (\$15,000) to the Class Representative for his efforts in assisting Plaintiffs in the Litigation, including responding to discovery requests, sitting for and attending depositions, testimony at the class certification hearing and participation in settlement negotiations. The Service Award, which is subject to court approval, will be in addition to the payment the Class Representative may receive as

Executor of the Estates of Plaintiffs Daniel Baer and Rose Baer for any approved claim.

X. **Settlement Account** means an account to be maintained by the Claims Administrator and funded by Defendants to include the initial deposit which balance shall not exceed \$1,000,000, and thereafter such additional funds which shall be no more than necessary for payment of the Attorneys Fee, Service Award, Costs Payment and the Class Member Settlement Payment.

2. **Attorneys' Fee, Service Award, and Costs Payment**

At least 45 days prior to the Claims Submission Deadline, Class Counsel shall file a Motion for Award of Attorneys' Fees, Service Award, and Costs Payment and post the Motion on the Website maintained by the Claims Administrator. The attorneys' fee will compensate Class Counsel for all work performed in the Litigation as of the date of this Settlement Agreement as well as all work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Litigation.

Defendants will take no formal position on the Motion. If the Court grants the Motion for Attorneys' Fee, Service Award and Costs Payment, the Attorneys' Fee, Services Award and Costs Payment shall be paid by the Claims Administrator from the Settlement Account. If the Court denies the Motion, or awards other than the amounts requested or awards a lesser amount, the denial or determination by the Court shall not terminate this Agreement but shall be subject to Section 20.

The Attorneys' Fee, Service Award and Costs Payment paid pursuant to this Agreement shall constitute full satisfaction of Defendants' and any Released Parties' obligations to pay

amounts to any person, attorney or law firm for attorneys fees or costs in this Litigation on behalf of Plaintiff and/or any Class Member, and shall relieve Defendants and all Released Parties from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of Plaintiff or any Class Member.

The outcome of any determination the Court makes as to Class Counsel's request for attorneys' fees and costs shall not terminate this Agreement, and shall in no instance impact the amount of the Available Settlement Amount. Class Counsel represents that other than counsel of record listed on the Complaint, they are not aware of any other counsel representing Plaintiff or any Class Members with regard to the claims in the Litigation and are not aware of any other lawyers with a potential claim for fees or costs in this Litigation.

The Claims Administrator shall issue Forms 1099 to all recipients of payments from the Settlement Account as required by law. Recipients shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

3. Deposits into Settlement Account.

All disbursements shall be made by the Claims Administrator from the Settlement Account.

A. Within 60 days after the date of Preliminary Approval of this Agreement, Defendants shall deposit into the Settlement Account \$1 million (\$1,000,000).

B. Within 14 days after the date of Final Approval of this Settlement, which date shall be conditioned on the Claims Administrator's timely provision of all necessary documentation to Defendants and Defendants' final review and verification that claims as reported by the Claims Administrator are timely in accordance with Paragraph 10(a)(9), Defendants shall deposit into

the Settlement Account an additional amount such that the total in the Settlement Account, including the earlier deposit of \$1 million, will be sufficient to pay

- i. the Class Member Settlement Payment as calculated pursuant to Section 4; and
- ii. the Attorneys' Fees, the Service Award, and Costs Payment.

In no event shall Defendants pay more than the agreed upon Available Settlement Amount, and in no event shall the additional amount deposited bring the amount in the Settlement Account above \$4.4 million.

Class Members having been already specifically identified by Defendants in the Litigation, a process for identification of Class Members is therefore not required. The Parties agree that no residual funds are created by the Settlement, and they further agree that the provisions of Pa. R.C.P. 1716 (regarding residual funds) shall not apply. If the Court determines that residual funds exist, this Settlement Agreement shall be voidable at the election of Shannondell, and all monies, if any, previously paid by Defendants in furtherance of the Settlement Agreement shall be returned to Defendants within 10 days of the Court's Order pursuant to Section 6 of this Agreement.

Any unclaimed funds, whether due to uncashed checks by Participating Class Members, inability by the Claims Administrator to locate a current address for a Class Member, or any other reason, shall become the exclusive property of the Defendants.

4. Calculation of the Class Member Settlement Payment and Individual Class Member Settlement Payments.

The Class Member Settlement Payment will be between seventy percent (70%) and eighty-five percent (85%) of the aggregate amount of Approved Claims of all Class Members. The final calculation of the Class Member Settlement Payment will be made after the total amount of all Approved Claims is determined.

The determination of the Class Member Settlement Payment will involve a two-step calculation. As an initial calculation, seventy percent (70%) of the total amount of Approved Claims will become the minimum Class Member Settlement Payment (the “70% Calculation”). Provided that the 70% Calculation does not exceed the Net Settlement Amount, an additional calculation shall then be made. The additional calculation may increase the Class Member Settlement Payment by no more than \$200,000 and to no more than eighty-five percent (85%) of Approved Claims.

For the additional calculation, 85% of the Approved Claims will be calculated (the 85% Calculation). An amount will then be added to the 70% Calculation that is the lesser of: i) \$200,000, or ii) the difference between the 85% Calculation and the 70% Calculation. This sum shall be the Class Member Settlement Payment. In no event shall the Class Member Settlement Payment exceed the Net Settlement Amount.

The ratio of the Class Member Settlement Payment to the total Approved Claims will be between 70% and 85%. This ratio will be the Classwide Percentage applicable to all Approved Claims of Participating Class Members.

Only Participating Class Members filing timely and valid claims will receive a share of the Class Member Settlement Payment based on the amount of their Approved Claim. Each

Individual Class Member Settlement Payment will be calculated by multiplying the Classwide Percentage calculated above (between 70% and 85%) by the individual's Approved Claim.

Examples:

1. Assume a Net Settlement Amount of \$2.8 million and that the total amount of all Approved Claims is \$1,000,000. An initial 70 percent calculation would mean that the total amount payable on Approved Claims would be \$700,000. A calculation of 85% of Approved Claims yields \$850,000. Therefore, the 70% Calculation is increased by \$150,000 (the lesser of \$200,000 and the \$150,000 amount necessary to increase \$700,000 to \$850,000). Participating Class Members filing valid and timely claims would receive a payment of 85% of their Approved Claim.

Under this scenario, a Class Member with an Approved Claim of \$10,000 would receive a payment of \$8,500.

2. Assume a Net Settlement Amount of \$2.8 million and that the total amount of all Approved Claims is \$2,000,000. An initial 70 percent calculation would mean that the total amount payable on Approved Claims would be \$1,400,000. A calculation of 85% of Approved Claims yields \$1,700,000. Since \$200,000 is the lesser of \$200,000 and the \$300,000, or the 85% Calculation, and \$200,000 is the maximum additional amount that can be paid pursuant to terms of the Agreement, only \$200,000 would be added to \$1,400,000. The Class Member Settlement Amount would be \$1,600,000, 80% of all Approved Claims. Participating Class Members filing valid and timely claims would receive a payment of 80% of their Claim.

Under this scenario, a Class Member with an Approved Claim of \$10,000 would receive a payment of \$8,000.

3. Assume a Net Settlement Amount of \$2.8 million and that the total amount of all Approved Claims is \$4,000,000. An initial 70 percent calculation would mean that the total amount payable on Approved Claims would be \$2,800,000. Since the Class Member Settlement Payment at 70% (\$2.8 million) would exhaust the Net Settlement Amount of \$2.8 million, there would be no additional calculation.

Under this scenario, a Class Member with an Approved Claim of \$10,000 would receive a payment of \$7,000.

In no event shall the total deposited by Defendants into the Settlement Account exceed \$4.4 million. In no event shall the Class Member Settlement Payment, calculated initially at seventy percent of all Approved Claims, be increased by more than \$200,000. No Individual Class Member Settlement Payment to a Participating Class Member shall exceed 85% of his or her Approved Claim.

No person shall have any claim against Defendants, Class Counsel or Defendants' Counsel either based upon (i) the calculation of the Class Member Settlement Payment or his or her Individual Class Member Settlement Payment or (ii) the distributions of payments made in accordance with this Settlement Agreement. In no event will Defendants and Released Parties be liable to heirs or beneficiaries for moneys paid to Participating Class Members. No claims may be filed after the Claim Submission Deadline and claims submitted after the deadline will be rejected as untimely.

5. Disbursements by the Claims Administrator from the Settlement Account

Within 30 days of the Settlement being deemed final pursuant to Section 15, the following amounts shall be paid by the Claims Administrator from the Settlement Account

A. Each Individual Class Member Settlement Payment via check payable and sent to the payee identified on the completed Claim Form;

B. The amount of the Attorneys' Fee award via check payable to "Larry Spector PC and Law Office of Jeremy Spiegel";

C. The Cost Payment via checks payable to "Larry Spector PC" and the Claims Administrator; and

D. The Service Award via check made payable to "Stephen Baer" and sent to Larry Spector PC.

6. Return of Settlement Amount.

In the event that the Court denies Final Approval of the Settlement Agreement, then this Agreement shall be of no force or effect, and any and all monies deposited in the Settlement Account, excepting half of any expenditures incurred by the Claims Administrator made in connection with the administration of the settlement from the date of the Court's Preliminary Approval Order and the Court's Order denying Final Approval. – shall be returned to Defendants within 10 days of the Court's final determination denying final approval of the Agreement.

7. Unclaimed Class Member Payments.

All Individual Class Member Settlement Payments for Approved Claims of Participating Class Members shall be distributed via check and shall remain valid and negotiable for ninety (90) days from the date of their issuance. Any unclaimed amount remaining (i.e., from uncashed checks) shall remain the property of Defendants. Failure by any Participating Class Member to cash any settlement check shall have no impact on the enforceable nature of the Released Claims for those Participating Class Members.

If, for any reason, any check issued by the Claims Administrator for a Participating Class Member is not cashed or deposited by a Participating Class Member within 90 days of the date of issuance on the check, then the check will be null and void, a stop-payment will promptly be placed on the settlement check, and the Claims Administrator shall remit the funds payable on that check to Defendants. Within ten (10) days after the expiration of the time period to cash settlement checks, the Claims Administrator shall notify counsel of all Parties the total amount of unclaimed funds. Any remaining funds in the Settlement Account or to be returned to the Settlement Account shall be refunded to Defendants.

8. Releases and Dismissals.

A. In addition to the effect of any final stipulation of dismissal or judgment entered in accordance with this Settlement Agreement, upon Final Approval of this Settlement Agreement, and for other good and valuable consideration as described herein, the Releasing Parties completely release, acquit, and forever discharge with prejudice each of the Defendants and the Released Parties from any and all claims, rights, damages, penalties, liabilities, expenses, losses, demands, actions, suits and causes of action of any kind or nature whatsoever, including contract, tort, duties or obligations under any federal, state, or local statute or regulation, or premised under any common law theory, either in law or equity, whether class, individual or otherwise in nature, that the Releasing Parties, or each of them, ever had, now has, or hereafter can, shall, or may have on account of or arising out of, any and all known and unknown, foreseen and unforeseen, suspected or unsuspected injuries or damages (including, but not limited to, actual, compensatory, exemplary, punitive, or statutory or liquidated damages), and the consequences therein, arising out of or resulting from the RCA Vacancy Fee deducted by Defendants from Class Members' Entrance Fee Refund, including, but not limited to, breach of contract (whether express, oral, written or implied from any source), breach of fiduciary duty, intentional or negligent misrepresentation, fraud, fraudulent concealment or deception, any claim under the CCPRDA or UTCPL, any conduct alleged, and causes of action asserted, or that could have been alleged or asserted, in the Complaint filed in the Litigation, which in whole or in part arise from the facts and/or actions described in the Litigation and that relate in any way to Vacancy Fees deducted by Defendants, including but limited to, any class, group, collective, or individual claim under any federal or state law, federal or state consumer protection, fraud, deception or RICO laws, or similar laws, from the beginning of time through March 17, 2025

(the “Released Claims”). The Releasing Parties shall not, after the date of this Agreement, seek to recover against Defendants and/or any Released Parties for any of the Released Claims.

B. Class Counsel agrees not to solicit for legal representation, by Class Counsel or by or through any other attorney, agent, or representative, any current or former member of Sub-Class One or Sub-Class Two in the individual pursuit of any claims decertified by the Court in the Litigation.

C. Plaintiffs and all Class Members, to the fullest extent allowed by law, are prohibited from asserting any claims released by them in this Settlement Agreement, and from commencing, joining in, prosecuting, or voluntarily assisting in any lawsuit or adversarial proceeding against the Defendants and any Released Parties, based on claims related to the RCA and the calculation of their respective Entrance Fee Refund, including the amount of any Vacancy Fee, that are being released by them in this Settlement Agreement, including as a class member. Excluded from this prohibition are any instances where any individual is legally compelled to testify through service of a subpoena or other process.

D. Upon entry of the Judgment and Order approving this Agreement, and the Judgment and Order being deemed final, as set forth in Section 15 herein, Class Counsel will file a Praeceptum to Settle, Discontinue, and End all claims, with prejudice, subject to the Court’s retention of continuing jurisdiction with respect to or in connection with any and all matters relating in any way to the Judgment and Final Approval Order, or this Settlement Agreement, including, but not limited to, the administration, implementation, interpretation, or enforcement of this Settlement Agreement and the resolution of claim disputes, and provided that such dismissal shall not affect or impair the obligations of the Parties under this Agreement. In the event that this Settlement Agreement and the Judgment and Final Approval Order do not receive

full and final judicial approval in all material respects, or are reversed, vacated, or modified in any material respect, the dismissal provided in this paragraph shall be null and void and vacated, and the Parties shall be restored, without waiver, to their respective positions prior to March 17, 2025, and the Litigation shall proceed as though it had not been dismissed and as though the Motion for Preliminary Approval and supporting memorandum had not been filed.

9. Nullification of the Settlement Agreement.

In the event the Court does not preliminarily or finally approve the Settlement as provided herein or the Settlement does not become Final for any other reason, the Parties agree to engage in follow-up negotiations with the intent of resolving the Court's concerns that precluded approval, and if and to the extent feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then any Party may void this Agreement. In that case the Parties shall return to their respective positions as existed on the day before this Agreement was executed, and this Agreement shall not be used in evidence or argument in any other aspect in the Litigation.

10. Class Notice and Duties of the Claims Administrator.

A. In addition to those duties and responsibilities outlined in Exhibit A, the Claims Administrator shall do the following:

1) Within 60 days after entry of the Preliminary Approval Order, the Class Member Settlement Notice in the form attached hereto as Exhibit B, and with the Claim Form attached hereto as Exhibit C, will be sent to each Class Member at the mail 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, Class Member Settlement Notice shall be sent to that address.

2) For any Class Member Settlement Notice that is undeliverable to a Class Member, the Claims Administrator will make reasonable efforts to search for an alternate, working address for the Class Member at issue. If such search is successful, the Claims Administrator shall promptly re-mail the Class Member Settlement Notice. In no circumstance shall re-mailing extend the Claims Submission Deadline.

3) The Class Member Settlement Notice will direct Class Members to the website maintained by the Claims Administrator, as specified in Exhibit A. This website will contain, among other things, a blank Claim Form and the Class Action Settlement Notice.

4) The Class Member Settlement Notice shall constitute the "Class Notice." This Class Notice shall conform to all applicable requirements of the Pennsylvania Rules of Civil Procedure, and shall otherwise be in the manner and form approved by the Court.

5) The Claims Administrator shall notify Class Counsel and Defendants' Counsel in writing when the Class Member Settlement Notice and Claim Form for each Class Member has been sent.

6) On a bi-weekly basis, the Claims Administrator shall provide Class Counsel and Defendants' Counsel with an accounting of the number of Notices mailed, returned as undeliverable, and re-mailed via U.S. Mail; the number of objections received; and any other pertinent information.

7) The Claims Administrator shall forward to Class Counsel and Defendants' Counsel any objections to the Settlement, including their postmark date, within two days of receiving that objection.

8) Within 10 days after the Claims Submission Deadline, the Claims Administrator shall issue a written report to the Parties:

- a. stating the total number of Claim Forms received by the Claims Administrator;
- b. listing Participating Class Members who submitted Approved Claims, the amount of their Alleged Excess Deductions, and the aggregate amount of all such Alleged Excess Deductions; and
- c. identifying invalid Claims and stating why such Claims are invalid.

9) Within 15 days after the Claims Submission Deadline and prior to the mailing of any checks to Class Members, the Administrator shall also:

- a. provide to Counsel for the Parties for their review and approval copies of all Claim Forms and all post-marked envelopes received by the Claims Administrator from a Class Member;
- b. provide to Counsel for the Parties for their review and approval copies of all emails with time and date information for all claims submitted by electronic mail; and
- c. provide to Counsel for the Parties copies of any envelopes returned to the Claims Administrator as undeliverable.

10) To the extent required by the Court, the Claims Administrator shall prepare and provide a declaration for filing with the Final Approval papers.

11. Preliminary Approval Order.

Plaintiffs will petition the Court for an order that (a) appoints Continental DataLogix LLC as the Claims Administrator; (b) preliminarily approves this Settlement Agreement for purposes of issuing Class Member Settlement Notice; (c) approves the timing, content and manner of the Class Member Settlement Notice and Claim Form; (d) schedules the hearing for final approval of the Settlement Agreement; and (e) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Settlement Agreement (the “Preliminary Approval Order”). A copy of the form of the Preliminary Approval Order agreed to by the Parties is attached hereto as Exhibit D. If the Preliminary Approval Order is granted, the hearing for final approval of the Agreement will be held at the first available hearing date that is no earlier than 150 days following the entry of the Preliminary Approval Order.

12. Stay of the Action.

The Parties agree to and shall request that the Court, in connection with the Preliminary Approval Order, issue an immediate stay of the Litigation, except to the extent necessary to effectuate this Agreement, unless and until this Settlement Agreement is terminated pursuant to its terms and conditions and/or the Litigation is dismissed with prejudice. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

13. Right to Object.

Any Class Member who timely objects to the Agreement, the Motion for Award of Attorneys’ Fees, Service Award, and Costs Payment may appear in person or through counsel, at his or her own expense, at the final approval hearing to present any evidence or argument that may be proper and relevant. No Class Member shall be heard and no papers, briefs, pleadings, or

other documents submitted by any Class Member shall be received and considered by the Court, unless no later than the Claims Submission Deadline, the Class Member mails or emails to the Claims Administrator (as specified in the Class Notice), written objections that include (a) a notice of intention to appear, (b) a statement of membership in the Class, and (c) the specific factual and legal grounds for the objections and any reasons why the Class Member desires to appear and be heard, as well as all documents that the Class Member desires the Court to consider at the hearing. The Claims Administrator shall provide copies of these documents to Class Counsel and Defendants' Counsel. Class Counsel will then file all such materials with the Court.

Any Class Member who fails to timely submit written objections in the manner prescribed herein shall be deemed to have waived his, her, or its objections to the Settlement's reasonableness, fairness and adequacy, 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 Settlement Agreement or the Motion for Award of Attorneys' Fees, Service Award, and Costs Payment. In the event that 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.

At least 14 days before the final approval hearing, Class Counsel will file with the Court all objection materials sent to the Claims Administrator, as well as any response thereto. Class Counsel and Defendants' Counsel will also provide a copy of any such response to the objecting Class member at the time of filing such response.

Class Counsel and Plaintiff hereby acknowledge and affirm that they are not aware of any individual(s) who will object to the Settlement.

14. Judgment and Final Approval Order.

Plaintiffs shall, in accordance with the schedule set forth in the Preliminary Approval Order, file a Motion and corresponding Memorandum of Law seeking entry of an order and final judgment. The text of said proposed Final Approval Order shall be proposed by Plaintiffs, subject to the agreement of Defendants, which agreement shall not be unreasonably withheld, that: (a) dismisses fully, finally, and forever this Litigation, with prejudice, and, except as explicitly provided for in this Agreement, without costs; (b) decrees that neither the final approval nor this Settlement Agreement constitutes an admission of liability, fault or wrongdoing; (c) releases Defendants, and any Released Parties from the Released Claims of Releasing Parties (d) approves finally this Settlement Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Class Members within the meaning of Pennsylvania Rules of Civil Procedure 1701 *et seq.*, and directing its consummation according to its terms; (e) preserves the Court's continuing and exclusive jurisdiction over the Parties to administer, supervise, construe and enforce this Agreement in accordance with its terms and conditions; (f) determines under the Pennsylvania Rules of Civil Procedure that there is no just reason for delay, and directs that the final judgment of dismissal as to Defendants shall be entered; and (g) seeks such orders as are necessary and appropriate to effectuate the terms and conditions of this Settlement Agreement (the "Judgment and Order").

15. Finality of Judgment.

The Judgment and Final Approval Order shall be deemed final (a) 35 days after it is entered if no document is filed within that time seeking appeal, review, rehearing, reconsideration, or any other action regarding that judgment and order; or (b) if any such document is filed, 14 days after all appellate and/or other proceedings (including, but not limited

to, proceedings in the Court in the event of a remand) have been finally terminated in such a manner as to permit no further judicial action and with the Settlement Agreement, Preliminary Approval Order and Judgment and Final Approval Order being affirmed and approved in all material respects.

16. Agreement for Settlement Purposes Only.

This Agreement is for settlement purposes only, and neither the fact of, nor any provision contained in this Agreement or its exhibits, nor any action taken hereunder, shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in the Litigation, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendants.

Class Counsel and Defendants' Counsel do not intend for this Settlement Agreement to constitute legal advice relating to the tax liability of any Participating Class Member.

17. Entire Agreement.

This Agreement with exhibits hereto constitutes the entire agreement among the Parties and expressly supersedes any prior oral agreements or understandings among them and further memorializes the March 17, 2025 Settlement Agreement and the September 29, 2025 Supplement to Settlement Agreement. Each of the Parties acknowledges that it has not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

18. Headings.

The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. No Rescission on Grounds of Mistake.

The Parties acknowledge that they have made their own investigations of the matters covered by this Agreement to the extent they have deemed it necessary to do so. Therefore, the Parties agree that they will not seek to set aside any part of the Agreement on the grounds of mistake. The Parties expressly assume the risk that any fact not recited in the Agreement may turn out to be different from or contrary to the facts now known to them or believed by them to be true, and further agree that the Agreement shall not be subject to termination, modification, or rescission by reason of any such difference in facts.

20. Amendment or Modification.

This Agreement may be amended or modified only by a written instrument signed by all Parties or their counsel and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto and approved by the Court.

21. Construction.

For the purpose of construing or interpreting this Agreement, it is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any of the Parties. The Parties agree the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

22. Integration of Recital Paragraphs and Exhibits.

The Recital paragraphs and exhibits to this Agreement are an integral and material part of the settlement and are hereby made a part of the Agreement.

23. Confidentiality and Public Comment.

The Parties' communications regarding settlement, and all information exchanged between the Parties through discovery in this Litigation and for purposes of facilitating settlement discussions, are strictly confidential, and no Party, including each Party's respective Counsel, shall publicize or disclose such information to any non-Party, except as agreed upon by the Parties as may be necessary to effectuate settlement approval. Nothing herein shall constitute or be treated as a waiver of the confidentiality of the mediation of the Parties. Nothing herein shall constitute or be treated as a waiver of any provision of the Parties Confidentiality Stipulation and Protective Order.

Both parties may send press releases regarding this litigation and its settlement. Such press releases must be approved by the other party. If there is disagreement on the wording of any press release, that issue must be taken up with and resolved by the Court.

24. No Admission.

This Settlement Agreement and all related documents/filings are not and shall not be cited or construed as an admission by Defendants or any of the Released Parties of any fault or liability or wrongdoing. Neither this Agreement, nor any of its terms or provisions, nor any of the documents (including but not limited to drafts of the Agreement, the Preliminary Approval Order or the Judgment and Final Approval Order), statements, negotiations, or proceedings or conduct relating in any way to the settlement (including but not limited to the Agreement in Principle), nor any reports or accounts thereof, shall be construed as or deemed to be evidence of an admission by any person, and shall not be offered or received in evidence, or subject to discovery, in this or any other action or proceeding adverse to the Parties of Released Parties, including, without limitation, evidence of a presumption, concession, indication or admission by

any of the Parties or Released Parties of any liability, fault, wrongdoing, omission, concession or damage, except in an action brought to enforce the terms of the Agreement or except as may be required by law or court order. The provisions of this paragraph shall be binding regardless of whether the Agreement is approved by the Court or any other court and regardless of whether the Agreement is cancelled in accordance with the terms provided in the Agreement.

25. Non-Disparagement.

The Parties and their counsel agree not to disparage, criticize, denigrate, or encourage or induce others to disparage, criticize or denigrate the opposing Parties (individually or collectively), or their affiliates, parent(s), subsidiaries, shareholders, members, employees, agents, attorney's insurers, and representatives (collectively, the "Representatives"), to any person or entity regarding any matter related to the Agreement or any of the allegations, claims, or defenses in the Litigation. For the purposes of this paragraph, "disparage" means comments or statements directly or indirectly about the Representatives that would portray in a false or negative light (i) the conduct of the Representative's business; (ii) the products, programs, facilities or services of the Representative's business; or (iii) the business or personal reputation of any of the Representatives, provided however that nothing herein shall restrict either of the Parties from making truthful statements as required by law.

26. Authorization to Enter Into Settlement Agreement.

The signatories to this Agreement warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use reasonable efforts to effectuate the implementation of the Agreement. In

the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, George Krueger, to resolve such disagreement.

27. Binding on Successors and Assigns.

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

28. Jurisdiction.

For purposes of the Agreement and all orders and judgments connected therewith, including, but not limited to, its approval, interpretation, enforcement, implementation and administration, the Court has jurisdiction over the Parties, the Class Members, the Claims Administrator, the claims asserted in the Litigation, claims made by the Class Members (including the determination of any challenges thereto), and the claims and causes of action released in Section 8 herein. The Class Members' Released Claims shall be dismissed with prejudice upon Final Approval.

29. Governing Law.

This Agreement and the exhibits hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, applied without regard to laws applicable to choice of law.

30. Counterparts.

This Agreement may be executed in one or more counterparts, including by facsimile or electronic transmission, all of which together shall constitute one and the same instrument. All executed copies of this Agreement and photocopies thereof (including copies transmitted by facsimile, email, or other electronic means) shall have the same force and effect and shall be as legally binding and enforceable as the original.

31. No Signature Required by Class Members.

Only the named Plaintiffs and Defendants will be required to execute this Settlement Agreement. The Class Notice will advise all Class Members of the binding nature of the release, and such shall have the same force and effect as if this Settlement Agreement were executed by each Class Member.

32. Notices.

All notices to the Parties or counsel required by this Agreement shall be made in writing and communicated by e-mail and U.S. Mail to the following addresses:

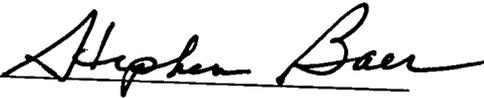
If to Plaintiffs or the Class or Class Counsel:

Larry Spector, Esq.
Larry Spector P.C.
410 South 6th Street
Philadelphia, PA 19147
lspector@lspector.com

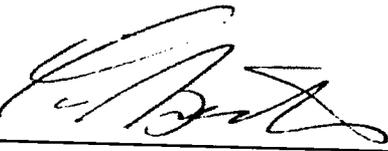
Jeremy Spiegel, Esq.
Law Office of Jeremy Spiegel
123 South Broad St., Suite 1850
Philadelphia, PA 19109
spiegel@jeremyspiegellaw.com

If to Defendants:

Glenn R. Davis, Esq.
Brian A. McCall, Esq.
Latsha Davis & Marshall, P.C.
1250 Camp Hill Bypass, Suite 110
Camp Hill, PA 17011
gdavis@ldylaw.com
bmccall@lydlaw.com

/s/ 

Stephen Baer, Esq.
As Executor of the Estates of Plaintiffs Daniel Baer and Rose Baer, individually, and as Class Representative on behalf of and as the representative of the Class Members

/s/ 

Larry Spector, Esq.
Larry Spector P.C.
410 South 6th Street
Philadelphia, PA 19147
lspector@lspector.com

*On behalf of Plaintiffs, Daniel and Rose Baer,
through Stephen Baer, individually and on behalf of all Class Members*

/s/ _____
Glenn R. Davis, Esq.
Brian A. McCall, Esq.
Latsha Davis & Marshall, P.C.
1700 Bent Creek Blvd., Suite 140
Mechanicsburg, PA 17050
gdavis@ldylaw.com
bmccall@ldylaw.com

On behalf of Defendants, Shannondell, Inc. and Dell Retirement Services, Inc.

/s/ 
Glenn R. Davis, Esq.
Brian A. McCall, Esq.
Latsha Davis & Marshall, P.C.
1700 Bent Creek Blvd., Suite 140
Mechanicsburg, PA 17050
gdavis@ldylaw.com
bmccall@ldylaw.com

On behalf of Defendants, Shannondell, Inc. and Dell Retirement Services, Inc.

/s/ 
Scott Darrenkamp, Director of Finance for Shannondell, Inc.

*As Representative of and on behalf of
Defendants, Shannondell, Inc. and Dell Retirement Services, Inc.*

EXHIBIT A

CLAIMS ADMINISTRATION

1. **Claims Administrator**

A. In addition to all duties and responsibilities contained in the Settlement Agreement, the Claims Administrator, in consultation with Class Counsel, shall provide services to administer the settlement, including but not limited to, mailing the Notice to class members' current addresses, receiving Claim Forms and objections, calculating the Settlement Payments due based on the valid and timely submitted Claim Forms on or before the Claim Submission Deadline in accordance with Section 4 of the Settlement Agreement, and reporting in a declaration or affidavit the results of its efforts to reach class members with the Notice. Any preliminary determination by the Claims Administrator that a Claim Form is valid or timely submitted shall be subject to review and final approval by Defendants in accordance with Sections 3B and 10(a)(9) of this Agreement.

B. The Claims Administrator will maintain a website, using the address www.shannondellclassaction.com (the "Settlement Website"), which shall contain, or provide hypertext links to, the following documents: the Settlement Agreement, the Claim Form, the Notice of Proposed Class Action Settlement, the Motion for Preliminary Approval of Settlement and Memorandum in support thereof, the Preliminary Approval Order, the Motion for Attorneys' Fees, Expenses and Service Award, Motion for Final Approval and Memorandum in support thereof, Final Approval Order, and any other documents filed by Plaintiffs or Defendants with the Court in support of final approval of this Agreement. The Settlement Website shall be maintained for at least the period from Preliminary Approval of this Agreement until the deadline for payment of all valid and timely submitted claims.

C. All administration costs, including, without limitation, costs of notice and of the Claims Administrator, shall be paid by disbursements from the Settlement Account. Within 20 days of the Court's grant of Preliminary Approval of this Settlement, \$45,000 from the Settlement Account shall be disbursed to the Claims Administrator to pay for administration costs. Any additional administration costs will be authorized in connection with Final Approval. Additional costs, if approved by the Court shall be paid from the Settlement Account and shall accordingly decrease the amount of the Net Settlement Amount available to pay Individual Class Member Settlement Payments.

D. Except as otherwise specified or required in the Settlement Agreement, all records of the Claims Administrator, including, but not limited to, all Claim Forms submitted by Class Members, or persons claiming to be Class Members, shall be available for inspection and copying by the Parties, or their representatives or attorneys, on three business days' notice to the Claims Administrator, or such shorter period as may be necessary under the circumstances then existing.

2. **Claim Process.**

Each Class Member who wishes to receive a payment must submit a claim form ("Claim Form") in the form attached hereto as Exhibit C, properly and fully completed and signed by or on behalf of the Class Member. Claim Forms must be submitted to the Claims Administrator by mail or email. A Claim Form shall be deemed timely submitted if it is postmarked or emailed within 60 days after the sending of the Class Notice (the "Claims Submission Deadline"). The Claims Submission Deadline shall be clearly set forth on both the Settlement Notice and Claim Form. If the Claim described in the Claim Form satisfies the conditions set forth in this Agreement, the Claims Administrator will, subject to the procedures set forth in Section 4 herein,

issue checks to the Participating Class Members in the amount of their calculated Individual Class Member Settlement Payments which shall represent the respective shares of the Class Member Settlement Payment pursuant to Section 4 of the Settlement Agreement.

3. Review of Claim Forms and Receipt and Delivery of Objections.

A. A Claim Form is not valid if: (1) it is not submitted by the Claims Submission Deadline; (2) it is not complete; or (3) it is not signed by or on behalf of the Class Member identified on the Claim Form.

B. Should the Claims Administrator determine that a Claim is not valid, the Claims Administrator shall promptly give the person or entity (the “Denied Claimant”) submitting such Claim electronic notice that the Claim has been denied and the basis for the denial.

4. Distribution of Settlement Payments.

The Claims Administrator shall provide Defendant’s Counsel and Class Counsel with a final report and accounting of all Approved Claims of Participating Class Members, which shall be made at least ten (10) days before any Individual Class Member Settlement Payment to any Participating Class Members is mailed. The Claims Administrator’s final report shall include (i) the Participating Class Member’s Approved Claim and (ii) the Participating Class Member’s actual, calculated Individual Class Member Settlement Payment in accordance with the percentage adjustment(s) as may be required in Section 4. Payment shall be made within thirty (30) days after the Settlement is deemed final pursuant to Section 15. The Claims Administrator shall distribute the Settlement Payments to Participating Class Members in the form of checks made payable to the payee identified on the completed Claim Form. Such checks shall be sent via first-class mail to the address set forth on the completed Claim Form.

Exhibit B

**COURT OF COMMON PLEAS OF MONTGOMERY COUNTY, PENNSYLVANIA
CIVIL ACTION**

DANIEL BAER and ROSE BAER,	:	
through Stephen Baer as their Agent with	:	
Power of Attorney,	:	NO. 2018-13760
for themselves and all others similarly	:	
situated,	:	
	:	
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
	:	
SHANNONDELL, INC.,	:	
and	:	
DELL MANAGEMENT SERVICES, INC.,	:	
	:	
	:	
Defendants.	:	

NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

PLEASE READ THIS NOTICE CAREFULLY

**To: <<First Name>><<Last Name>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip>>**

Your Settlement ID Number: <<ID Number>>

Your Estimated Individual Settlement Payment: <<between 70% and 85% of Net>> (See Item 4 below)

A settlement making \$4.4 million available for payments to Class Members, for attorneys' fees and for costs has been reached by parties to this lawsuit. This Court-approved notice explains the lawsuit, the proposed settlement, and your rights (including your right to object to this settlement) and your obligations if the Court grants final approval of the proposed settlement.

TO RECEIVE YOUR SETTLEMENT PAYMENT, YOU MUST RETURN THE ENCLOSED CLAIM FORM BY MAIL OR EMAIL NO LATER THAN [DATE].

BACKGROUND:

This settlement resolves a lawsuit over whether Shannondell, Inc. breached its Residence and Care Agreement with former residents by deducting certain costs for refurbishment and restoration of the former resident's unit from that resident's Entrance Fee Refund.

Shannondell denies the claims asserted in the Litigation. In addition, the parties disagree about how much money could have been awarded to you if the Plaintiffs were to prevail at trial. The settlement avoids the costs and risks to members of the Class like you from continuing with the lawsuit, and it provides relief to the Class.

If approved by the Court, this settlement will provide for \$4.4 million in available settlement funds. The settlement monies will be distributed to Class Members who submit valid and timely claims, as well as payment of any Court-approved administrative costs, Class Counsel fees and expenses, and a Service Award to the Class Representative.

On DATE, 2025, the Court granted preliminary approval to the proposed settlement between Plaintiffs and Defendants and authorized issuing this notice to you. A hearing on the parties' request for final approval of the settlement, as well as on Class Counsel's motion for service awards to Plaintiffs, settlement administration costs, and Class Counsel attorneys' fees, costs, and expenses will take place on DATE, 2026, at TIME before Judge Richard P. Haaz at the Court of Common Pleas for Montgomery County, Pennsylvania, 2 E. Airy St., Norristown, PA 19401. You may appear at the hearing, but you are not required to do so. If you object to the settlement, you must do so in writing no later than DATE, 2026. Instructions for making written objections are included in Item 10 in this notice.

1. Why Did I Receive This Notice?

This is a class action lawsuit called *Baer v. Shannondell, Inc.*, Case No. 2018-13760, filed in 2018 in the Court of Common Pleas for Montgomery County, Pennsylvania (the "Court"). Judge Richard Haaz is presiding over the case.

Daniel Baer and Rose Baer, through Stephen Baer as their Agent with Power of Attorney, brought this lawsuit against Shannondell, Inc. and Dell Management Services, Inc. Daniel and Rose Baer are former residents of Shannondell. Stephen Baer is the Class Representative. The Baers are referred to in this notice as "Plaintiffs." Shannondell and Dell are the "Defendants." Attorneys Larry Spector and Jeremy Spiegel are the lawyers for the Class and were appointed by the Court for that purpose ("Class Counsel"). Further information regarding contacting Class Counsel appears in Item 8 below.

The Court previously certified a class of certain Shannondell residents (the "Class") who received an Entrance Fee Refund after May 22, 2012 that included a deduction for Appliance Depreciation or Appliance Replacement Fees and/or Replacement Fees for Cabinets, Countertops or Other Materials. Under the proposed settlement, members of the Class would receive a monetary payment to resolve claims alleging a breach of the Shannondell Residence and Care Agreement (the "RCA") and violation of the Pennsylvania Continuing Care Providers Registration and Disclosure Act ("CCPRDA").

Rather than risk continued litigation, Plaintiffs and Defendants have agreed to a settlement. As a result, you are entitled to compensation under this proposed settlement **provided you submit a timely and valid claim**. The Court is overseeing the settlement. The Court ordered this notice to be sent to you because you have been identified as a member of the Class above. As a result, you have a right to know about the proposed settlement, know about

your rights and obligations under it (if it is approved) and know about your right to object to it or aspects of it before it is submitted to the Court for its final approval. You are also entitled to know, if the Court gives final approval to the settlement, how you would receive your settlement benefit. If the Court approves the settlement and any objections and appeals are subsequently resolved, an administrator appointed by the Court (“Claims Administrator”) will make a payment to you pursuant to the terms of the settlement.

2. What Is The Class Action About?

Plaintiffs filed suit in the Court of Common Pleas for Montgomery County in 2018 and later amended their claims. Plaintiffs allege that Shannondell breached the terms of its RCA with certain residents, and that both Defendants violated the CCPRDA. Plaintiffs allege that Shannondell breached the RCA and violated the law when it deducted “appliance depreciation,” “appliance replacement fees,” and/or replacement fees for cabinets, countertops, or other materials as part of the Vacancy Fee that Shannondell charged departing residents or their legal representatives (“Alleged Excess Deductions”). Shannondell opposes the lawsuit and denies all the allegations. Shannondell asserts that all Entrance Fee Refunds to former residents were properly calculated in accordance with the terms of the RCA, that all costs incurred for refurbishment works, including the challenged deductions, to restore each resident’s unit to its original condition were permissible deductions as part of the Vacancy Fee that was the express responsibility of the former resident under the RCA, and that it complied with all applicable laws and regulations.

3. Why Is There A Settlement?

The case was actively litigated in the Court from 2018 through 2025. The Class was certified by the Court in 2021. In 2024, the Court granted summary judgment in favor of Plaintiffs with regard to Defendants’ liability on their breach of contract and CCPRDA claims.

The Parties have engaged in substantial fact discovery and extensive motion practice. The Parties disagree on all the critical issues, including whether Defendants have any liability to Plaintiffs and the Class, whether Plaintiffs and the Class suffered any compensable damage and if so, the extent of that damage.

Both sides continue to believe in the merits of their respective positions. However, they want to avoid the risk and expense of continued litigation and get the benefits contemplated by this settlement. After a period of intensive negotiations with Defendants, Plaintiffs concluded that settlement on the terms set forth in the Settlement Agreement are fair, reasonable, adequate and in the best interests of the Class members.

Both Parties have agreed to a settlement. This avoids the risks and costs of a trial while the affected residents within the Class can receive compensation.

4. What Does The Proposed Settlement Provide?

A. Basic Settlement Terms

Defendants have agreed to pay money to Class Members **who submit timely and valid claims**. Specifically, Defendant has agreed to pay up to \$4.4 million, which provides for (1) payments to Class Members who submit timely and valid claims; (2) a Service Award to Plaintiff in the amount of \$15,000 for Mr. Baer; (3) attorneys’ fees to Class Counsel not to exceed one-third of the available settlement funds; and (4) reimbursement of all out-of-pocket litigation costs and expenses incurred by Plaintiffs’ counsel through the end of the lawsuit, including settlement administration costs, not to exceed \$120,000. Any attorneys’ fees and litigation costs, which are subject to Court approval, will be paid from the available settlement fund of 4.4 million.

Class Counsel will, no later than 45 days prior to the deadline for claims and objections, file and post on the website www.ShannondellClassAction.com, a motion for approval of Plaintiffs' service award, settlement administration costs, and Class Counsel's attorneys' fees, costs and expenses. As described in Item 11, the Court will consider all objections from Class members before awarding any such amounts.

B. What do Class Members Get in the Settlement?

If the settlement is approved, the amount of each Class Member's Settlement Payment will be based on: a) the total amount actually deducted by Shannondell from a Class Member's Entrance Fee Refund for appliance depreciation or replacement, replacement of countertops or cabinets, and for vent cleaning, or b) for Class Members who had a flat 5% deduction from their Entrance Fee refund, the amount derived by estimating these items (the "Alleged Excess Deduction"). The Alleged Excess Deductions have been calculated based on documents furnished to Class Members in connection with Entrance Fee Refunds.

Class Members filing valid and timely claims will receive a minimum of 70%, and a maximum of 85%, of their Alleged Excess Deduction.

The precise amount within that range will depend on a) the aggregate amount of the Alleged Excess Deductions of all Class Members who timely submit a valid Claim Form ("Participating Class Members") and b) the amount available to Class Members after payment of Plaintiffs' service award, settlement administration costs, and Class Counsel's attorneys' fees, costs and expenses (the "Net Settlement Amount").

The total amount payable to all Participating Class Members will be initially calculated at 70% of the aggregate amount of the Alleged Excess Deductions in their Approved Claims. If that aggregate is less than the Net Settlement Amount, then the Defendants will pay an additional amount above 70%. The additional amount will be the lesser of a) \$200,000 or b) the amount that would increase the total amount payable to 85% of the aggregate value of all Approved Claims. The total amount payable, based on these calculations, will be between 70% and 85% of the Alleged Excess Deductions from Participating Class Members' Approved Claims. The resulting percentage (between 70% and 85%) is the "Classwide Percentage."

Payments to Participating Class Members will be made subject to the Classwide Percentage. If the Classwide Percentage is 75%, then all Participating Class Members submitting valid claim forms will be paid 75% of their Alleged Excess Deductions. For example:

Assume a Net Settlement Amount of \$2.8 million and that the total amount of all Approved Claims is \$2,000,000. An initial 70 percent calculation would mean that the total amount payable on Approved Claims would be \$1,400,000. A calculation of 85% of Approved Claims yields \$1,700,000. Since \$200,000 is the lesser of \$200,000 and the \$300,000 needed to reach the 85% Calculation, and \$200,000 is the maximum additional amount that can be paid pursuant to the terms of the Settlement Agreement, only \$200,000 would be added to \$1,400,000. The Class Member Settlement Amount would be \$1,600,000, 80% of all Approved Claims. Therefore, the Classwide Percentage would be 80%: All Participating Class Members filing valid and timely claims would receive a payment of 80% of their Alleged Excess Deduction.

Additional examples can be found in the Settlement Agreement dated January 28, 2026, which is posted on the www.ShannondellClassAction.com website.

C. What Do Class Members Give Up in the Settlement?

Every Releasing Party, including you, will release, acquit and forever discharge Defendants and their representatives (the “Released Parties” as defined in the Settlement Agreement”) from legal claims that they brought or could have brought in this lawsuit or that in any way relate to or arise out of the deductions made from the Shannondell Entrance Fee Refunds. The “Releasing Parties,” as defined in the Settlement Agreement, include Plaintiffs, Class members, Class members’ successors, and their respective successors, assigns, beneficiaries, dependents, heirs, administrators, executors, estates, personal trustees, personal agents, advisors and representatives of any kind. This release also means that you will not be able to challenge the amount you receive in the settlement, other than by objecting in writing as described in Item 10 below.

This is only a general summary of the release contained in the Settlement Agreement. See the www.ShannondellClassAction.com website for the entire Settlement Agreement (which includes the release) and other related filings with the Court. See Item 8 for information on how to contact Class Counsel to find out more information or have your questions about the settlement answered.

5. How Will I Receive My Share Of The Settlement?

If the Court approves the settlement and it becomes final, each individual Settlement Payment will be paid in the form of a check.

ATTENTION—DEADLINE FOR SUBMITTING CLAIM FORM: To file a claim, you must complete the Claim Form attached to this notice and return that form to the Claims Administrator by DATE.

IF YOU ARE MAILING THE CLAIM FORM AND IT IS NOT POSTMARKED BY THAT DATE, you will not be able to obtain a payment from the settlement. IF YOU ARE EMAILING YOUR CLAIM FORM AND IT IS NOT RECEIVED BY THAT DATE, you will not be able to obtain a payment from the settlement.

The form should be returned to the Claims Administrator by one of the following methods:

For mail, return the Claim Form to the following address:

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

For Email, send a clear image of the completed Claim Form to the following email address:

questions@shannondellclassaction.com

If you have any questions about the claims process, you can contact the Claims Administrator at:

E-mail: questions@shannondellclassaction.com
Telephone: (833) 215-9289

6. When Will I Receive My Share Of The Settlement?

The timing of the distribution of the net settlement fund to Class members will depend on when, if approved, the Court's approval of the settlement becomes truly final under the law. Should someone file an appeal challenging something about the settlement, a distribution of the settlement proceeds would not occur unless and until such an appeal was resolved and the settlement became final. If the settlement is approved and becomes final, you should be paid within approximately 60 days after the settlement is final.

7. Can I Be Excluded From The Settlement?

No. The Court certified the Class in this case in 2021. The time for "opting out" of the Class has passed. Therefore, if the Court approves the settlement, you will be bound by it.

8. Do I Have A Lawyer In The Case?

Yes. The Court has appointed Plaintiffs' counsel Larry Spector, Esq. and Jeremy Spiegel, Esq. as Class Counsel:

Larry Spector, Esq.
Larry Spector P.C.
410 South 6th St.
Philadelphia, PA 19147
lspector@lspector.com
215-264-0700

Jeremy Spiegel, Esq.
Law Office of Jeremy Spiegel
123 South Broad St., Suite 1850
Philadelphia, PA 19109
spiegel@jeremyspiegellaw.com
215-609-3154

If you want to be represented by your own lawyer at this time, you are free to obtain separate counsel at your own expense.

9. How Will Class Counsel Be Paid?

As explained in Item 4 above, Class Counsel will, no later than 45 days prior to the claims deadline, file a motion for approval of Class Counsel's attorneys' fees, costs, and expenses. **You have a right to review Class Counsel's motion for attorneys' fees, costs and expenses, and to object to the amounts requested in that motion.** You can obtain a copy of that motion and supporting documentation either by contacting Class Counsel directly or visiting www.ShannondellClassAction.com, where the motion will be posted shortly after it is filed with the Court.

10. How Do I Tell The Court If I Don't Like The Proposed Settlement?

You can object to the settlement if you do not agree with the proposed settlement, including the method to be used to determine the amount that will be allocated to you under the settlement, the amounts requested for Plaintiffs' Service Award, settlement administration costs, and Class Counsel's requested attorneys' fees, costs and expenses. If the Court rejects your objection, you will still be bound by the terms of the settlement.

To object, you must send the Claims Administrator a notice of your objection, along with a written statement that indicates all bases for your objection, all documentation in support of your objection, legal authority, if any, supporting your objection, as well as a notice of intention to be heard if you intend to appear at the hearing described in Item 11 and, if you intend to appear, a list of witnesses you may call for live testimony. Be sure to

include your name, address, telephone number, and signature, as well as a full explanation of why you object to the settlement, and all documentation that supports your objection. **Your written objection must be received by the Claims Administrator by the CLAIM SUBMISSION DEADLINE.** Your objection must be sent to Claims Administrator at the below address, and will then be filed with the Court.

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

If you do not submit an objection within the timeframe permitted and as set forth above, you will be barred from seeking review of the settlement terms at any other time.

You will not be able to challenge the amount you receive under the settlement with anyone, including the Claims Administrator, except by objecting with the Court as described in this notice.

11. When And Where Will The Court Decide Whether To Give Final Approval Of The Settlement?

The Court will hold a hearing to decide whether to give final approval to the settlement at what is known as a “Fairness Hearing” to be held at TIME/DATE at the Montgomery County Courthouse, 2 E Airy St, Norristown, PA 19401.

The Court has preliminarily approved the settlement. At the Fairness Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections from Class members, the judge will consider all of them. At or after the hearing, the Court will decide whether to approve the settlement and decide the motion for Plaintiffs’ Service Award, settlement administration costs and Class Counsel’s attorneys’ fees, costs and expenses.

12. Do I Have To Attend The Fairness Hearing?

No, but you are invited and have a right to attend (at your own expense).

13. May I Speak At The Fairness Hearing?

Yes, you may ask for permission to speak at the Fairness Hearing but only if you submit a written objection as described in Item 10 above.

14. What Happens If I Do Not File A Claim Form?

If you do not file a Claim Form and the settlement is finally approved, **you will not receive any settlement payment.** You will, however, release Defendants and Released Parties from the claims set forth in Item 4 above.

15. How Do I Get More Information?

More detailed information about the lawsuit and proposed settlement, including the key pleadings and filings of the parties, the orders and rulings entered by the Court, and the Settlement Agreement, may be obtained (1) at the following website: www.ShannondellClassAction.com; (2) by requesting them directly from Class Counsel (see Item 8 above); or (3) by accessing the Montgomery County online Case Search tool, <https://courtsapp.montcopa.org/psi/v/search/case>, which permits inspection of the papers filed in the case online for a modest fee.

ALL INQUIRIES CONCERNING THIS NOTICE SHALL BE DIRECTED TO CLASS COUNSEL AT THE CONTACT IDENTIFIED IN SECTION 8. PLEASE DO NOT TELEPHONE THE MONTGOMERY COUNTY COURT TO INQUIRE ABOUT THIS NOTICE.

Exhibit C

Case# 2018-13760-245 Docketed at Montgomery County Prothonotary on 01/30/2026 8:50 PM. Fee = \$0.00. The filer certifies that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

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

CLAIM FORM
Baer v. Shannondell, Inc.
No. 2018-13760

Your Settlement ID Number: <<ID Number>>

ID: <<ID>>
<<FirstName>> <<LastName>>
<<Address1>>
<<Address2>>
<<City>>, <<St>> <<Zip>>

Your Estimated
Settlement Payment: <<between 70%
and 85% of Net>>

See Notice at Paragraph 4 for details.

CLAIM FORM
DEADLINE - MONTH ##, 2026

TO MAKE A TIMELY CLAIM FILING, YOU MUST:

- 1) COMPLETE THE CLAIM FORM AND SIGN THE FOLLOWING PAGE AND
- 2) RETURN BOTH PAGES OF THIS FORM BEFORE MONTH ##, 2026 BY MAIL OR E-MAIL AS FOLLOWS:

For mail, return the Claim Form to the following address:
Baer v. Shannondell Settlement
c/o Claims Administrator
P.O. Box 16
West Point, PA 19486

For Email, attach a pdf or photo of the completed Claim Form to the following email address:
questions@shannondellclassaction.com

Section I: CONTACT INFORMATION

Please print all information legibly in the space provided.

Full Name: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

Section II: REPRESENTATION AND RELEASE

REPRESENTATIONS:

If this Claim concerns the Entrance Fee of a deceased former resident(s) at Shannondell at Valley Forge, I represent that:

- (1) if the decedent had a will that was admitted to probate, I am the executor or am acting on behalf of the executor; or
- (2) If the decedent died without a will, and letters of administration were taken out, I was the administrator, or am acting on behalf of the administrator; or
- (3) If the decedent died without a will and no formal proceedings were filed, I am an heir of the deceased person or am acting on behalf of an heir.

I am submitting this claim on behalf of all individuals entitled to a portion of the deceased person's distribution from the Settlement Payment, and I agree to be responsible for paying the Settlement Payment to the people entitled to it. I further agree to indemnify, defend and hold the Class, the Class Representative, Class Counsel, the Claims Administrator, the Defendants, and Defendants' Counsel harmless for any improper payment of the settlement amount paid to me on behalf of the Class Member I am representing.

UNDERSTANDING:

I understand that no representation is made regarding the tax consequence, if any, of the settlement payment. I understand I will not receive interest on the Settlement Payment. I understand that the settlement payment I receive on behalf of the Class Member I represent will be governed by the Parties' Agreement and as further approved by the Court in accordance with Pennsylvania law.

This Claim Form is submitted under the terms of a Court Order approving settlement in this case.

By signing below, I declare that this claim is true, correct and complete to the best of my knowledge and belief.

Signature

Printed Name

Date

Your relationship to the deceased person
(child, grandchild, sibling, executor, administrator, etc.)

THIS FORM MUST BE RETURNED BY MONTH ##, 2026.

If you are unsure or have any questions, contact: questions@shannondellclassaction.com or (833) 215-9289