

IT IS HEREBY AGREED by and between the Parties that:

Terms and Scope of Settlement Agreement

1. Except as otherwise set forth below, all obligations under the Parties' Settlement Agreement ("Agreement"), shall commence sixty (60) days after the date this Agreement is so-ordered by the Courts in which the Complaints were filed and shall continue for a period of five (5) years from that date (the "Effective Date").
2. This Agreement shall be binding on the Parties and their officers, heirs, successors, assigns, and subsidiaries, unless otherwise specified.
3. Notwithstanding the above or any other term of this Agreement, the specific terms of this Agreement shall apply to the policies, procedures, and operation of all of the retirement communities operated by Leisure Care, LLC within the United States.

Monetary Relief

4. Leisure Care shall pay the total sum of one hundred and sixty-two thousand dollars \$162,500 in full and final settlement of all Plaintiff's Complaints and all of its claims, including but not limited to, any claims for damages, attorneys' fees, and costs (the "Settlement Amount"). The costs of all training contemplated in this Agreement shall be paid by Leisure Care. The costs and fees for any input on or review and any materials provided by Plaintiff are included within the Settlement Amount. As a condition precedent to receiving the Settlement Amount under this Agreement, counsel for Plaintiff is required to deliver a completed IRS Form W9 to counsel for Leisure Care, LLC via email at janetgrumer@dwt.com. The Settlement Amount shall be made payable to Eisenberg & Baum, LLP. Leisure Care shall deliver the Settlement Amount to Eisenberg & Baum, LLP, located at 24 Union Square East, Fourth Floor, New York, New York, 10003. Payment shall be made no later than thirty (30) days after each of the three Courts in which the Complaints were filed have ordered the enforcement of this Settlement Agreement as to the Facilities within their jurisdictions and filed same with the Clerk of the Court, provided that counsel for Leisure Care has received a completed IRS Form W-9 from counsel for Plaintiff at least five business days before such payment.
5. The Parties shall file the Stipulations and Orders of Dismissal with the Courts to dismiss the Complaints. Concurrently with the signing of this Agreement, the Parties shall execute, and Plaintiff shall file, said Stipulation and Order of Dismissal within fifteen (15) days of Leisure Care's payment of the Settlement Amount on the terms set forth above. Except as provided herein, both sides shall bear their own attorneys' fees and costs.

General Injunctive Relief

6. Leisure Care and its employees and agents shall not discriminate against persons on the basis of disability in their admission of residents, in violation of the Federal Fair Housing Act ("FHA") (42 U.S.C. §3602), Section 504 of the Rehabilitation Act of 1973 ("RA") (29 U.S.C.

§794), Section 1557 of the Patient Protection and Affordable Care Act (“ACA”) (42 U.S.C. § 18116 *et seq.*) on the basis of any auditory disability, including without limitation:

- a. Refusing to admit prospective residents based on disability of being deaf or hard of hearing; and
- b. Refusing to provide prospective residents and residents who are deaf or hard of hearing auxiliary services such as American Sign Language (“ASL”) interpreters when necessary for effective communication.

7. Leisure Care agrees to implement the following changes to their policies, procedures, and operations at the Facilities:

- a. The Facilities shall, within 60 days following the Effective Date, adopt an Affirmative Non-Discrimination Policy (“Policy”) that they will not discriminate against current or prospective residents based on auditory or other disabilities under the FHA.
- b. The Facilities shall not intentionally adopt any policy that has a discriminatory effect on people with auditory or other disabilities under the FHA.
- c. Leisure Care shall certify to Plaintiff, within ninety (90) days of the adoption of the Policy, that they have distributed the Policy to current employees at the Facilities. The Policy shall include language requiring all employees to read and abide by the Policy, and all employees who have contact with residents and prospective residents will acknowledge receipt and reading of the Policy.
- d. The Policy will be incorporated into the onboarding documents for new employees who have contact with residents and prospective residents and all such employees will acknowledge receipt and reading of the Policy.
- e. Leisure Care shall create a reasonable accommodation request form (“Request Form”) that will allow current and prospective residents to request auxiliary aid and services, such as ASL interpreters.
 - i. The Request Form shall be included in admissions packet.
 - ii. Current residents shall be notified of the Request Form and given the opportunity to request services.
 - iii. Supplemental procedures shall be available for those unable to complete the written Request Form.
 - iv. All costs associated with reasonable accommodations to be borne by the Facilities.
 - v. Accommodations shall be provided to residents, fellow leaseholders, companions, and guests.
- f. For any residents making a reasonable accommodation request, a Communication Plan will be created and noted in the resident’s file.
 - i. When a reasonable accommodation request is made, staff shall immediately begin an interactive process to determine what auxiliary aids or services would be most appropriate.
 - ii. The Communication Plan will address the communication needs of the resident regarding auxiliary services, such as ASL interpreters.
 - iii. The Communication Plan will alert applicable staff that the resident and/or companion is deaf or hard of hearing, and include information about the mode of communication requested and provided while

protecting the resident's privacy, with the written permission of the resident.

- i. If a resident declines interpreting services after having requested them in writing, the refusal of interpreting services will be documented in the resident's file.
- ii. Accommodations, including the use of ASL interpreters, should extend to community activities provided by the Facilities when the resident has reasonably requested such accommodations sufficiently in advance of and when providing such accommodations will not change the fundamental nature of the community activity or create an undue burden or unsafe condition.
- iv. The Facilities shall offer qualified interpreters. Interpretation services will be provided in such a manner as to effectuate effective communication, which may be in person or via electronic means.

Marketing and Communications

8. If the Facilities use human models for advertising and media, they shall endeavor to depict inclusion of protected classes under the FHA.
9. Website changes for the parent company and each Facility:
 - a. Include the Fair Housing logo and the international symbol for sign language interpretation.
 - b. Add information concerning accessibility, including for the deaf and hard of hearing.
 - c. Add statements that the Facilities comply with all federal, state, and local laws as well as the FHA, the RA, and the ADA.
10. Brochures and other materials:
 - a. Create informational materials reflecting services provided to the deaf and hard of hearing, and include the Fair Housing logo and the international symbol for sign language interpretation in such materials.
 - b. Each Facility shall place sign at the information desk or at another place in the lobby area informing the public to inquire about any disability accommodations needed. The signage shall include the international symbol for sign language interpretation and the international symbol for mobility accessibility.
11. The aforementioned changes to the policies, procedures, and operations in Paragraph 4 through 11 shall be adopted within one hundred twenty (120) days of the Effective Date.
12. The Facilities agree not to take any retaliatory action against Plaintiff regarding any of the allegations made in the Complaints, or the monitoring of or enforcement of the Agreement on account of it having exercised its rights or the rights of the deaf guaranteed by the laws of the State of [] or the United States of America.

Training:

13. Over the five (5) year period of the Agreement, the Facilities shall endeavor to conduct periodic training of new employees within ninety (90) days of hire and shall endeavor to conduct training of current employees within 120 days of the Effective Date. Due to the pandemic, in-person training may not be possible and in such case, the Facilities will distribute materials and inform employees of information vial email and other electronic communications.
 - a. Any staff who interacts with prospective and current residents or their family members.
 - b. The training will include legal issues concerning the deaf and hard of hearing and other protected classes; cultural competency training as it relates to deaf culture and other protected classes; and types of services and assistance that may need to be provided to persons who are deaf or hard of hearing.
 - c. Upon development of the initial training materials, Leisure Care will seek input from Plaintiff through Plaintiff's counsel.

Recordkeeping

14. The Facilities will maintain the following records throughout the term of the Agreement electronically or in paper form:
 - a. Certification or signed employee copies that they have read the Policy described in Paragraph 5(a) of this Demand.
 - b. A sample set of photographs depicting the placement of the Fair Housing logo and the international symbol for sign language interpretation sign and a certification of compliance for all of the Facilities.
 - c. Copies of the reasonable accommodation Request Forms or written requests for auxiliary aids or services, and documentation as to whether the request was honored, denied, or alternative aids were provided.
 - d. Copies of any written complaints related to failure to provide auxiliary aids and services.
 - e. Copies of all written policies and forms required by the Agreement.
 - f. Supporting documentation concerning provision of auxiliary aids or services (e.g. interpreter or aid contracts, invoices, receipts, etc.).
 - g. Copies of all written policies and forms related to equal housing opportunity, reasonable accommodations, and auxiliary aids and services.
15. Upon reasonable written notice, Leisure Care will certify to Plaintiff that it has the records described in Paragraph 14 above, no more than one time per calendar year during the term of this Agreement.

Releases

16. In exchange for Leisure Care's agreement to the terms set forth in this Agreement, Plaintiff and its employees, agents, representatives, attorneys, officers, heirs, assigns, or subsidiaries, hereby

release, acquit, and forever discharge with prejudice, and subject to the terms of this Agreement, Leisure Care and the Facilities and each of their parents, successors, predecessors, assigns, subsidiaries and affiliated entities and each of their current and former employees, owners, shareholders, members, agents, trustees, board members, other constituents, insurers, bond holders, attorneys, including without limitation One Eighty Holdings LLC erroneously sued as One Eighty Twist (collectively, the “Releasees”), from any and all liability, claims, causes of action, rights of action, demands, and obligations (including, but not limited to, claims for costs, expenses, and attorneys’ fees), and from any other liability concerning discrimination in admissions or care for prospective residents or residents, through and including the Effective Date. Plaintiff acknowledges and agrees that included in the General Release of claims are any and all claims that have been or may be asserted by Plaintiff or by any other person or entity on Plaintiff’s behalf in any action, including in any class or collective action. For avoidance doubt, nothing herein shall in any way encumber or impair or attach to the Facilities and the owners of the Facilities and any successors and assigns thereof and the General Release set forth herein shall be construed as broad as possible to permit and facilitate the future conveyance, financing, leasing and subleasing of any of the Facilities.

17. Plaintiff’s release extends to all claims, known and unknown. To the extent that a waiver of such unknown claims must under any laws be explicitly acknowledged and/or waived, Plaintiff understands that such laws give Plaintiff the right not to release existing claims of which Plaintiff is unaware, unless Plaintiff voluntarily chooses to waive this right. Plaintiff specifically and fully waives its rights under all such laws, and elects to assume all risks related thereto, including without limitation the rights set forth in Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Administration of Agreement

18. The United States District Courts in which the Complaints were filed shall retain jurisdiction to enforce the terms of this Agreement upon the filing of an appropriate motion by either party, provided that the moving party has fully complied with the notice and cure provision herein in Paragraph 19.
19. It shall be a condition precedent to Plaintiff’s, Leisure Care’s, or any Facility’s right to seek judicial intervention on any alleged violation of this Settlement Agreement that Plaintiff or any moving Facility shall first have given the other party written notice stating with specificity the alleged violation and the specific facts of the alleged breach of the Agreement (the “breach”). If a period of thirty (30) days from and after the giving of such written notice elapses without the breaching party having cured or remedied such breach to the mutual reasonable satisfaction of the other party or Facility during such thirty (30) day period, the moving party will only then be allowed to pursue judicial intervention. In the case of an alleged violation that cannot be cured within thirty (30) days, the period for remedy or cure shall be extended for a

reasonable time (not to exceed an additional thirty (30) days), provided the non-moving party has made and continues to make a diligent effort to effect such a remedy or cure. Any claim of an incurable violation must nonetheless be preceded by the notice and cure provisions set forth in this paragraph.

Notices

20. Any notice required or permitted under this Agreement shall be provided as follows:

- a. For Plaintiff: Eisenberg & Baum, LLP, 24 Union Square East, 4th Floor, New York, NY 10003
- b. For Leisure Care and/or any or all Facilities: Leisure Care, LLC Attention: Greg Clark, Executive Vice President, 999 3rd Avenue, Suite 4550, Seattle, WA 98104; with a copy, which shall not constitute notice, to Matthew LeMaster, Davis Wright Tremaine LLP, 920 Fifth Avenue, Suite 3300 | Seattle, WA 98104

Severability

21. If any provision of this Agreement is declared invalid or unenforceable by a court having competent jurisdiction, it is mutually agreed that this Agreement shall endure except for the part declared invalid or unenforceable by order of such court, unless the elimination of the invalid provision shall materially affect the intent of this Agreement. The Parties to this Agreement shall consult and use their best efforts to agree upon a valid and enforceable provision that shall be a reasonable substitute for such invalid or unenforceable provision in light of the intent of this Agreement.

Miscellaneous

22. This Agreement shall be deemed to have been jointly drafted and no provision herein shall be interpreted or construed for or against any party because such party drafted or requested such provision, or this Agreement as a whole.

23. This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Agreement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the Parties hereto, or to vary the terms and conditions contained herein.

24. The Parties expressly represent and warrant that they have full legal capacity to enter into this Agreement, that they have carefully read and fully understand this Agreement, that they have had the opportunity to review this Agreement with their attorneys and that they have executed this Agreement voluntarily, without duress, coercion, or undue influence.

25. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original. For purposes of executing this Agreement, a document

signed and transmitted by facsimile or email shall be treated as an original document and have the same binding legal effect as an original signature on an original document.

Leisure Care, LLC

One Eighty Twist

National Fair Housing Alliance

Approved as to form:

/s/ Janet Grumer

Janet Grumer

CA Bar No. 232723

Davis Wright Tremaine, LLP

865 S Figueroa Street, Suite 2400

Los Angeles, CA 90017

Tel: (213) 633-6866

Fax: (213) 633-4231

janetgrumer@dwt.com

ATTORNEYS FOR DEFENDANTS

Approved as to form:



Andrew Rozynski

EISENBERG & BAUM, LLP

24 Union Square East, Fourth Floor

New York, NY 10003

Tel: (212) 353-8700

Fax: (212) 353-1708

arozynski@eandblaw.com

Attorneys for Plaintiff

SO ORDERED:

JUDGE DUSTIN B. PEAD U.S.M.J.