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23 Attorneys for Plaintiff and the Proposed Class

24 **UNITED STATES DISTRICT COURT**
25 **NORTHERN DISTRICT OF CALIFORNIA**

26 June Newirth, by and through her Guardian
27 ad Litem, Frederick J. Newirth; Barbara
28 Feinberg; and Elizabeth Barber, Andrew
Bardin, and Thomas Bardin as successors-in-
interest to the Estate of Margaret Pierce; on
their own behalves and on behalf of others
similarly situated,

Plaintiffs,

vs.

Aegis Senior Communities, LLC, dba Aegis
Living; and Does 1 Through 100,

Defendants.

CASE NO. 4:16-cv-03991-JSW

STIPULATED INJUNCTION AND ORDER

1 This injunction (“Injunction”) is entered into and shall be enforceable against Aegis Senior
2 Living Communities LLC (“Aegis”) (“Defendant”), and its agents, subsidiaries and assigns.

3 As referenced herein, the term “Community” and “Communities” means any residential
4 care facility for the elderly (RCFE) or assisted living facility (ALF) that is owned or operated by
5 Aegis in California and Washington.

6 This Court has jurisdiction over the Parties and the claims asserted by the Named Plaintiffs
7 in this action. The following injunction (“Injunction”) shall be entered:

8 **DISCLOSURE REQUIREMENTS**

9 1. Aegis personnel shall refrain from making any oral or written statements to current
10 or prospective residents (and if applicable, family members or representatives of current or
11 prospective residents) that state or imply that resident assessments are the only factor used to
12 determine, set or monitor staffing levels at Aegis communities.

13 2. Aegis shall ensure that all new Residence and Care Agreements at its communities
14 provided to, made available or entered into after the Effective Date (as defined in the Settlement
15 Stipulation) contain disclosures substantially in the form as follows: (a) the resident assessments
16 described in the Residence and Care Agreement, including those conducted at the time of
17 admission and thereafter during a resident’s stay, are considered by Aegis in determining, setting
18 and monitoring staffing levels at its communities. Aegis considers the assessments and other
19 factors to determine, set or monitor staffing levels at Aegis communities; and (b) Aegis does not
20 guarantee that any resident will receive a specific number of minutes or amount of care on any
21 given day or time period.

22 3. Aegis shall ensure that its web pages, marketing brochures or other materials, and
23 any other written statements provided to or made available to the consuming public in California
24 and Washington after the Effective Date and that discuss resident assessments contain the
25 following disclosure substantially in this form: “In determining and monitoring staffing levels,
26 Aegis considers resident assessments and other factors.”

27 4. Not later than the Effective Date, Aegis shall ensure that all Residence and Care
28 Agreements, web pages, marketing brochures or other materials, and any other written statements

1 to be provided to or made available to the consuming public in California and Washington and
2 that discuss resident assessments are in compliance with the terms of this Injunction. The
3 requirements of this paragraph of the Injunction shall apply only to Residence and Care
4 Agreements, marketing brochures, web pages and any other statements provided to, made
5 available or entered into with new or prospective residents after the Effective Date, and shall not
6 require or obligate Aegis to amend or modify Residence and Care Agreements or other documents
7 or statements provided to, made available or entered into prior to the Effective Date.

8 **STAFFING REQUIREMENTS**

9 5. Not later than the Effective Date, Aegis shall ensure continued compliance with all
10 applicable regulations, including those related to providing staffing levels sufficient to provide
11 current residents with the care services set forth in their service plans, including but not limited to:
12 22 CCR § 87411(a), § 87705(c)(4), WAC 388-78A-2450, WAC 388-78A-2160.

13 6. Without limitation to (and consistent with) the above-stated requirements, Aegis
14 shall set staffing at its facilities based on Aegis's determination of the staffing hours reasonably
15 required to perform the assessed care tasks needed by the residents as determined by Aegis's
16 assessment procedures, the amount of time it takes to accomplish the given tasks, the experience
17 and/or education of the staff, and the ability of staff to perform various tasks in parallel.

18 **COMPLIANCE REPORTS AND MONITORING**

19 7. Aegis shall implement appropriate internal monitoring procedures to ensure
20 compliance with all terms of this Injunction. Without limitation, not later than June 1, 2022, Aegis
21 shall implement a software program to monitor care service delivery to all residents. By that date,
22 Aegis shall also implement an auditing process for Aegis to investigate and correct deviations
23 from Aegis care standards.

24 8. On or before thirty (30) calendar days before the Effective Date, Aegis shall
25 provide to Class Counsel: (a) an exemplar of the staffing compliance report referenced in
26 paragraph 9 below; and (b) the revised Residence and Care Agreement referenced in paragraph 2
27 above.

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1 9. Six months after the Effective Date occurs, and semi-annually thereafter, Aegis
2 shall provide Plaintiffs' Counsel with an Injunction Compliance Report verifying compliance with
3 the requirements herein. The Injunction Compliance Report Addendum, which sets for the
4 specifics of the Injunction Compliance Report, has been provided to Class Counsel and is
5 available to Settlement Class Members upon their request. Aegis shall respond to reasonable
6 inquiries from Plaintiffs' Counsel regarding such reports and meet and confer regarding same.

7 10. On or before fifteen (15) calendar days after the Effective Date, Aegis shall file
8 with the Court a sworn declaration that confirms compliance with all terms of this Injunction.

9 **OTHER PROVISIONS**

10 11. Nothing stated in this Injunction shall relieve Aegis from complying with any other
11 applicable federal or state law or regulation.

12 12. The District Court shall retain continuing jurisdiction over all parties and over this
13 action for purposes of the interpretation and enforcement of the terms of this Injunction. If Aegis
14 violates the terms of this Injunction, Plaintiffs may seek a Court order extending the Injunction
15 duration, in addition to any other available remedy; Aegis reserves all rights to challenge and
16 oppose any such requests. If questions arise concerning Aegis' compliance with any term of this
17 Injunction, the parties shall engage in reasonable meet and confer efforts before seeking Court
18 relief.

19 13. The Injunction shall remain in force and effect for a period of three (3) years
20 commencing on the Effective Date. Upon the expiration of the three (3) year period, the Injunction
21 shall terminate and no longer be enforceable.

22 IT IS SO ORDERED, ADJUDGED AND DECREED.

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24 DATED: August 23, 2021



The Honorable Jeffrey S. White

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