

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
FT. LAUDERDALE DIVISION

GLORIA RUNTON, by and through her guardian  
ADULT ADVOCACY & REPRESENTATION,  
on her own behalf and all others similarly  
situated,

Plaintiff,

CASE NO:

v.

BROOKDALE SENIOR LIVING, INC.

CLASS ACTION

Defendant

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**CLASS ACTION COMPLAINT**  
**(JURY TRIAL DEMANDED)**

Plaintiff, Gloria Runton, by and through her guardian Adult Advocacy & Representation, Inc., ("Plaintiff" or "Runton") on her own behalf and all similarly situated sues the Defendant, Brookdale Senior Living, Inc., sometimes referred to as Brookdale Senior Solutions, ("Brookdale") for declaratory and injunctive relief and damages to stop and to obtain redress for the unlawful and fraudulent practices described more fully herein.

**NATURE OF THE ACTION**

1. Brookdale is the largest owner of assisted living facilities with more than 900 throughout the United States. This is a class action for monetary damages, declaratory and injunctive relief and penalties to redress systemic unfair and deceptive trade practices and breaches of contract committed against residents of its assisted living facilities throughout the state of Florida that Brookdale owns, operates, manages and controls in violation of Florida law.

2. Brookdale has engaged in a scheme to defraud seniors, persons with disabilities and their family members by making misrepresentations, misleading statements and concealing material facts such that reasonable consumers are misled and reasonably expect that Brookdale uses its Resident Assessment System to determine and provide staffing at its assisted living facilities.

3. Brookdale knows that the primary reason people select a senior living community is the quality of care they receive. Accordingly, to move forward on its "objective to develop the preeminent senior living brand" Brookdale promises residents and their families that its use of a resident assessment program enables it to deliver "exceptional care and service" by finding out "exactly what your loved one needs."

4. In online and other marketing materials, Brookdale promotes a "detailed" resident "assessment" program, that identifies the "specifics of [the resident's]level of care" to "offer individually tailored personal care options to perfectly suit their needs."

5. This is false and misleading because Brookdale does not use the results generated by its "Resident Assessment" system to determine or provide staffing at its facilities. On the contrary, as a matter of corporate policy and standard operating procedure, Brookdale staffs its facilities based on pre-determined labor budgets designed to meet corporate profit objectives. Brookdale has failed to disclose and conceals this fact from the Plaintiff and the members of the putative Class.

6. At Brookdale's direction, its facilities are required to conduct initial resident assessments to determine each resident's care needs as identified within "Care Groups" which Brookdale represents is based on the amount of caregiver time required to meet the resident's needs. Brookdale assures residents that "[t]his personalized approach ensures

that you and your family get exactly what you need," and allows it to offer "individually tailored personal care options to perfectly suited to [your] needs..."

7. In form admission contracts entered into with each resident, Brookdale promises to provide the assistance required and specified by the resident assessment and which corresponds to that resident's assessed care needs. Brookdale bases its monthly charges for these "Care" needs on the staff time necessary to deliver those personal care services. The reasonable consumer expects that Brookdale will use its Resident Assessment System and the Personal Care Plans generated by it, not only to charge for assessed level of care, but also to determine and to actually provide staffing levels at its facilities so as to deliver the level of care assessed by Brookdale and paid for by the resident. In addition, the reasonable consumer expects that Brookdale will have in place corporate policies and operating procedures that ensure that Brookdale has the staff time it has determined is necessary to meet the aggregate needs of Brookdale' residents as determined by the Resident Assessment System.

8. In fact, Brookdale does not receive or use its Resident Assessments to determine or provide facility staffing budgets at the corporate level. Instead, Resident Assessments are retained by the facilities, and as a matter of corporate policy and standard operating procedure, Brookdale staffs its assisted living facilities based on labor budgets and profit goals determined at the corporate level, and also prohibits its facilities from making staffing decisions themselves to meet the assessed needs of their resident populations. As a result, Brookdale fails to staffs its facilities in a manner sufficient to meet the assessed needs of its residents. Defendant does not disclose and affirmatively

conceal these crucial and material facts from residents (including Plaintiff), their family members and the consuming public.

9. Brookdale's misrepresentations, misleading statements and omissions are material to the reasonable consumer because seniors and/or their family members chose an "assisted" living facility because they need assistance, which is provided by the staff of that facility.

10. It is a matter of fundamental importance to the reasonable consumer that Brookdale does not staff, and has no intention of staffing, its facilities based on the resident assessment numbers Brookdale has itself determined are necessary to provide the services for which it is charging its resident.

11. If the named Plaintiff had known the true facts about Brookdale' corporate policy of ignoring its Resident Assessment System and the Personal Service Plans established by it to determine and provide facility staffing, Plaintiff would not have agreed to enter Brookdale or to have paid Brookdale significant amounts of money in new resident fees and monthly charges. If the putative Class had known the true facts, they would not have agreed to enter Brookdale and paid new resident fees and monthly charges to Brookdale, or would have paid Brookdale less money. Indeed, no reasonable consumer would have agree to enter Brookdale or to pay Brookdale significant amounts of money in new resident fees and monthly charges if that consumer knew the true facts about Brookdale' corporate policy of ignoring its Resident Assessment System and the Personal Service Plans established by it to determine and provide facility staffing.

12. As a result of its profit-driven staffing policies and practices that fail to take residents' assessed needs into account, Brookdale systemically and routinely fails to staff

its facilities in a manner sufficient to meet the assessed needs of its residents. Since 2015, Brookdale has been the subject of at least nine formal administrative actions brought by the responsible Florida regulatory agency seeking to remedy issues of staffing deficiencies in addition to numerous citations for staffing-related deficiencies at Brookdale facilities located within the state.

13. This action seeks to require Defendant to disclose to prospective and current residents, their family members, and/or responsible parties that Brookdale does not use its Resident Assessment System, or the aggregate Personal Service Plans, to set and provide staffing at its facilities. In addition to injunctive relief, this action seeks class-wide damages based on Defendant's misrepresentations, misleading statements and material omissions alleged herein. This action does not seek recovery for personal injuries, emotional distress or bodily harm that may have been caused by Defendant's conduct alleged herein.

#### **PARTIES, JURISDICTION & VENUE**

14. Plaintiff Gloria Runton resides in Florida and was at all material times a resident at an assisted living facility owned, operated, managed and controlled by Brookdale. ADULT ADVOCACY & REPRESENTATION, Inc., is Gloria Runton's duly appointed legal guardian under the authority of Florida Statutes Chapter 744.

15. Defendant Brookdale is incorporated under the laws of Tennessee, with its principal executive offices located in Brentwood, Tennessee. Brookdale owns and operates over 120 assisted living facilities located throughout the state of Florida.

16. Brookdale is a foreign corporation registered and authorized to conduct business in the State of Florida; and all material times Brookdale did and continues to do business in Broward County, Florida and throughout the entire state.

17. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. §§1331 and 1332(d). Plaintiff is a citizen of Florida, and the putative Class is comprised of citizens of Florida; and the Defendant is a corporate citizen of the State of Tennessee. The amount sought exceeds \$5,000,000.00.

18. Operations of all Brookdale assisted living facilities, including the facility in which Plaintiff resides, are conducted under a single umbrella.

19. The practices, policies, and procedures of Brookdale assisted living facilities are established, implemented, and monitored by a single management team either from Brookdale Senior Living, Inc. or acting on behalf of Brookdale Senior Living, Inc.

20. The documents, forms, data and software related to the admission, pricing, assessment and staffing at all Brookdale assisted living facilities are identical and were developed, implemented and dictated by the Brookdale home office.

21. The individual facilities comprising the Brookdale Senior Living, Inc., assisted living facilities are not permitted to establish separate practices, policies and procedures for the admission, pricing, assessment and staffing, but instead use practices, policies, and procedures established and dictated by or on behalf of Brookdale.

22. At all times material hereto, all Brookdale assisted living facilities, including the facility in which Plaintiff resides, have held themselves out to the public, to their residents and families, to state regulatory agencies and to the community as a single organization: "Brookdale."

23. Financials, including revenue earned, expenses paid, overhead and risk factors across all of Brookdale's assisted living facilities are combined into a single overarching financial statement for the publicly-traded Brookdale Senior Living, Inc.

24. All conditions precedent to the bringing of this action have either occurred or have been excused by the Defendant.

25. Venue is proper in this District pursuant to 28 U.S.C. §1391 because the Defendant resides in and does business in this District.

### **GENERAL ALLEGATIONS**

26. Defendant Brookdale Senior Living, Inc., also known as Brookdale Senior Solutions, is the largest provider of assisted living and memory care for senior citizens in the nation.

27. Assisted living facilities are non-medical facilities that offer room, board and daily assistance for seniors in certain activities of daily living such as meal preparation, shopping, transportation, preparing and taking medication, using the telephone, dressing, paying bills, and housekeeping among other matters.

28. Assisted living facilities are intended to provide a level of care appropriate for those who are unable to live by themselves, but who do not have medical conditions requiring more extensive nursing care and significant assistance with most of their activities of daily living. Brookdale's assisted living facilities also have "memory care units," which serve individuals with dementia and other cognitive disorders.

29. In recent years, Brookdale has increasingly been accepting and retaining more residents with conditions and care needs that were once handled almost exclusively in skilled nursing facilities. This has allowed it to increase not only the potential resident pool but also the amounts of money charged to residents and/or their family members.

30. At Brookdale facilities, residents are charged a base rate plus additional charges based on their assessed personal care needs. Thus, the greater the assessed needs determined by Brookdale for a resident, the more money Brookdale charges that resident.

31. In addition, Brookdale also routinely charges a "Community Fee" as part of the admission agreement which the resident must pay prior to admission. Plaintiff and Class Members have paid Community Fees based on the reasonable expectation that Brookdale would staff its facilities to meet the collective assessed needs of each facilities' residents.

**Uniform Representations in Brookdale Standard Form Contracts**

32. Defendant Brookdale represents to residents that it will use its Resident Assessment System to determine and then provide the level of care that Brookdale has itself decided is necessary to provide the services and care for which its residents are paying.

33. Specifically, Brookdale makes the affirmative representation in each resident's uniform contract that, in addition to the "basic services" it provides in exchange for the monthly base rent, it evaluates each resident and provides additional "personal services" described in the resident's assessment and made part of a "Personal Service Plan":

Prior to moving in and periodically throughout your residency, we will use a personal service assessment to determine the personal services you require. The personal service assessment will be used to develop your Personal Service Plan. The results of the assessment and the cost of providing you the additional personal services (the "Personal Service Rate") will be shared with you. Your initial Personal Service Rate is set forth in Exhibit A.



34. Based on the resident's "assessed care needs" Brookdale establishes a price for two separate categories of care referred to as "Care Groups" categories of care: "Choice Personal Services" and "Comprehensive Care Options." "Choice Personal Services" include providing for needs related to medication, nutrition, dressing and grooming, showering or bathing, bathroom assistance, escort and mobility and service coordination. Each of these categories is broken down in detail. For example, the category "showering and bathing" is broken down to capture and charge for 8 specific showering and bathing needs as shown on the assessment including: the need for showering "set-up", the need for bathing "set-up", the need for "showering help", the need for "bathing help" and the frequency of these needs on a weekly basis.

35. "Comprehensive Care Options" include providing services to meet more serious assessed needs that are "utilized by fewer residents" including chronic condition management, respiratory equipment, nebulizer, nutrition, dressing and grooming needs for residents that cannot stand, bathroom assistance needs for residents that are catheterized, incontinent or cannot stand, two person or mechanical lifts, cognitive/psychosocial needs caused by memory loss, cognitive impairment and dangerous behavior, reluctance to accept care, behavior management, wound care, smoking assistance and pet care. These need categories are described and/or broken down in detail. For example, a resident's need for a nebulizer is broken down to capture and charge for two specific needs: the need for scheduled nebulizer treatment set-up and cleaning, and the more serious need for "staff attention or physical assistance" during nebulizer treatments.

36. Brookdale assigns a price to each assessed need in the "Choice Personal Services" and "Comprehensive Care" "Care Group" categories and charges the lesser of

the total cost for meeting each assessed need with each category or a "Predictable Maximum Total" Brookdale establishes for each "Care Group." These charges, added together comprise the "Personal Service Rate" which when added to the "Basic Service Rate" becomes the resident's monthly charge for residing at a Brookdale facility. Brookdale agrees to provide the services necessary to meet the assessed needs identified in the Personal Service Plan.

37. Brookdale reinforces the misleading representation that its staffing will be based on resident needs through the use of its Resident Assessment System. Specifically, in its form contract, Brookdale promises to periodically re-evaluate residents' health to update the Personal Service Plan. If so, Brookdale states that it shall be entitled increases in the Personal Services Rate when a Personal Service Plan is amended because additional services are shown to be needed in an interim assessment.

38. In addition, at various times during the Class Period, Brookdale has sent out standard letters notifying facility residents of rate increases. Among other things, these letters emphasize the increased costs of providing the residents' quality care, including staffing costs to "take care of your senior living needs." For example, in November 2015 Dennis Profeta, Executive Director of the Brookdale Bayshore facility sent a letter to residents and/or their representatives detailing an upcoming increase in Personal Service Rates in order to provide "the quality services you and your family expect and deserve."

39. As a result of Brookdale' misrepresentations, misleading statements and material omissions alleged herein, reasonable consumers, including the named Plaintiff, the putative Class and the general consuming public reasonably expect that Defendant will use its Resident Assessment System and the Personal Service Plans generated by it when

determining and providing facility staffing. Seniors and/or their family members choose an “assisted” living facility because they need assistance, which is provided by the staff of that facility. Brookdale promises that the "personalized care" made possible by the Resident Assessment System "is the one thing that sets Brookdale's apart," and that Brookdale “will provide the most comprehensive and consistent personal care.” It is a matter of fundamental importance to the reasonable consumer that Brookdale does not staff and has no intention of staffing its facilities based on the resident assessment numbers Brookdale has itself determined are necessary to provide the services for which it is charging its residents.

#### **Brookdale’ Marketing Materials**

40. Through its corporate website, marketing brochures, scripted marketing presentations, and other standardized corporate-issued marketing materials, Brookdale reinforces the misrepresentations and misleading statements made in every contract that its assisted living facilities use Brookdale’ Resident Assessment System and the Personal Service Plan levels of care generated by it to determine and provide the necessary levels of staffing.

41. For example, Brookdale’ website touts its Resident Assessment System as a key component of Brookdale’ promise to deliver "high standards of care." As Brookdale’ website explains:

[W]e make every effort to ease your loved one into a comfortable and enjoyable lifestyle, *offering individually tailored personal care options to perfectly suit their needs.*

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The first step towards determining the right senior living option is *to understand you and your family’s needs.* In our almost 40 years of helping seniors, we’ve found that

*each of them has unique circumstances, requirements, preferences and desires.*

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[W]e believe in delivering senior care that's *tailored to you* and your loved one *based on those unique needs* and desires. That's why we provide a variety of options. *This personalized approach ensures that you* and your family *get exactly what you need....*

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[We] cannot provide *exceptional care and service* until we find out exactly what it is that your *loved one needs*.

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*We start with a detailed assessment*, listing the specifics of your loved one's level of care.

42. The Brookdale website specifically promises to "Recognize and Integrate" the findings of each resident's detailed assessment by assuring that its "professional staff is trained to recognize the specific needs...of each individual." The website goes further to claim that a "continuous assessment process" "ensures" that Brookdale can continue to meet each resident's unique needs.

#### **Brookdale' Non-Disclosure and Concealment**

43. Contrary to the express and implied representations in its form contract and other uniform written statements, Brookdale does not use the Resident Assessment System or assessed Personal Service levels of care in setting or providing facility staffing, but instead determines staffing based on labor budgets designed to meet corporate profit objectives. Brookdale conceals these material facts from its residents, their family members and the general public.

44. Brookdale has the capability to determine the exact facility staffing levels required to meet the aggregate personal care needs promised to residents. Through its Resident Assessment System Brookdale can easily calculate the amount and type of staff needed by the facility on any given shift based on the evaluated needs of residents.

45. While Brookdale uses this Resident Assessment System to set and charge monthly rates, Brookdale intentionally does not use this software to staff its facilities. Instead, Brookdale staffs its facilities to meet strict labor budgets that are designed to meet corporate profit goals, a fact it actively conceals from residents and their family members.

46. On information and belief, Brookdale directs Executive Directors at its facilities to staff based on a strict budget determined by corporate headquarters that is designed to meet profit objectives, and Executive Directors are not permitted to increase their labor budgets without approval from corporate headquarters.

47. Further, Executive Directors are given a disincentive to request staffing increases. As reflected in Brookdale's 2015 10K Report filed with the Securities Exchange Commission, Brookdale compensation plans reward management employees only if they meet profit and occupancy goals for the facility: ["A portion of each Executive Director's compensation is directly tied to the operating performance of the community...."].

48. Plaintiff alleges on information and belief that Brookdale continues to base management employee bonuses on meeting profit and occupancy goals.

49. Defendant Brookdale is aware of the facts alleged above, but has not at any time disclosed those facts to residents or their family members. Nor has Defendant Brookdale issued to all of the residents of its Brookdale facilities new contracts that remove the Care Group charges, which are allegedly based on the staff required to meet the

assessed personal care needs determined to be necessary by resident assessments at Brookdale. In fact, Defendant continues to charge residents and/or their family members at their Brookdale facilities for levels of care purportedly based on the amount of care time determined necessary by the Brookdale Resident Assessment System.

**The Misrepresented and Concealed Facts Are Material**

50. Brookdale's misrepresentations and misleading statements and the facts they conceal are material to the reasonable consumer. As Brookdale acknowledges, an important and significant factor in choosing to move oneself or one's relative to an Brookdale facility is the provision of staffing to meet the needs the facility itself has determined is necessary to meet the aggregate assessed needs of facility residents.

51. Defendant's misrepresentations, misleading statements and omissions regarding Brookdale's provision of the amount of personal care time, i.e. staffing, that Brookdale has determined is necessary to meet resident care needs based on their assessed Care Group levels are material to prospective residents and their family members. Assurances that a facility will provide the amount of staffing the facility itself believes is necessary to meet the assessed needs of facility residents is a substantial factor (and indeed often the most important factor) in deciding to enter an assisted living facility.

52. The named Plaintiff would not have entered a Brookdale facility, or she would have paid a lower price, if she had known Brookdale did not and does not use its Resident Assessment System to set facility staffing levels even though assessed needs drive the price paid by residents on these assumptions. Likewise, members of the putative Class would in all reasonable probability not have entered Brookdale's facilities, or would have

insisted upon a lower price, if they had known that Brookdale did not and does not use its Resident Assessment System to set staffing levels at its facilities.

53. This is true even for residents who currently are practically independent. These residents choose an assisted living facility as opposed to remaining at home or moving into an independent living community because they wish to “age in place.” They may not need significant assistance with the activities of daily living initially, but they expect to (and will) become more dependent as they age and do not want to move yet again when that happens.

54. A key factor for these residents in selecting Brookdale is that the facility will provide the staffing that Brookdale itself has determined is necessary to meet their assessed needs, both now and as those needs, and corresponding Personal Service Plan levels of care increase.

55. Brookdale has a duty to disclose to the consuming public that they do not use Brookdale’ Resident Assessment System or the Personal Service Plan levels of care generated by it to set aggregate staffing levels. Among other things, a substantial safety risk to current and future residents from Defendant’s conduct exists, particularly Brookdale serve a uniquely vulnerable population in need of assistance.

56. Brookdale's non-disclosure is material because, among other things, Brookdale knows that their conduct risks the safety of their residents. Yet, Brookdale has failed to disclose and actively concealed from residents, prospective residents and their family members the true facts about how staffing is set at Brookdale facilities.

57. Brookdale's misrepresentations, misleading statements and material omissions affect not only the decision of residents to enter the facility but also the decision to stay at an Brookdale facility.

58. In choosing assisted living in general and a Brookdale facility in particular, residents forgoe other options such as their former home, an independent living community, or other facilities where they can try to build a new community. Once in a facility, there are significant physical, emotional and other burdens for the residents that are triggered if they terminate residency, including impacts such as "transfer trauma." Brookdale knows this as is reflected on its website:

Brookdale offers not one but six different high-quality care options. By offering a variety of services, it ensures that we can properly care for your loved one both now and if their needs change in the future. You won't have to start the entire process over again searching for a trustworthy care provider.

It may be confusing trying to figure out which care type is the right fit for your family. But this is not a task you need to figure out on your own. Our associates are ready to assist and are only a phone call away. Each one of our communities also performs a service assessment before a resident moves in, to determine the necessary care level.

59. Defendant thereby unjustly continues to profit from the original fraud by perpetuating the misrepresentations, misleading statements, and failures to disclose.

**Gloria Runton**

60. Gloria Runton entered the Brookdale Bayshore facility in Tampa, Florida for the first time in May 2015. After leaving the facility for rehabilitation she returned to the facility on or around June 1, 2016, and thereafter resided and/or continued to pay monthly residency charges based on Brookdale's Resident Assessment System continuously and without interruption for many months.



61. When Ms. Runton moved to Brookdale on or around May 7, 2015, Defendant Brookdale provided her with a standard contract under which it promised to provide certain “basic services” in exchange for a monthly base rate. Additionally, the contract stated that Brookdale would be responsible for providing any additional “Personal Care Services” Ms. Runton would need as determined by Brookdale’s Resident Assessment and any subsequent determinations by Brookdale staff that her level of care needs had changed.

62. Prior to each admission Brookdale represented to Ms. Runton, her representatives and/or care providers that Brookdale would provide adequate staffing to deliver assisted living care to Ms. Runton to meet her assessed needs.

63. Ms. Runton read and heard these representations and misleading statements, and relied upon them in their decision to pay money to Brookdale as a Community Fee in the amount of \$2,000 in addition to monthly rent. Brookdale failed to disclose and concealed from Ms. Runton that it does not use the resident assessments to set staffing, but instead staffs its facilities based on profit margin.

64. Ms. Runton would not have agreed to enter or return to Brookdale, or would have paid less money, if she had known the true facts about Brookdale’s services and the Resident Assessment System.

65. Over time Brookdale assessed increases in Ms. Runton's care needs. When Ms. Runton returned to Brookdale in June 2016, the Resident Assessments and new Resident Agreement reflect these increased care needs and accordingly increased her monthly charges for Personal Care Service. Ms. Runton's guardian signed the new agreement on Ms. Runton's behalf, but specifically refused to agree to the arbitrations

provisions in the contract. A true and correct copy of this contract is attached hereto as Exhibit A.

66. Since her arrival in May 2015, Ms. Runton's monthly rate for personal care needs as assessed by Brookdale and made part of under her "Personal Service Plan" increased from approximately \$1,077.51 to \$2,830. Although Brookdale assessed increased care needs and charged more to purportedly meet these needs, her care and the staff assigned to her have not increased accordingly. Indeed, Ms. Runton's guardians, friends and others observed that Brookdale staff failed to spend the additional time that corresponds to her increased care needs, despite paying higher monthly fees under Brookdale's promises that these higher fees will result in additional care time.

67. For a substantial period of time Brookdale repeatedly ignored or refused to comply with Plaintiff's numerous requests for all documents related to Gloria Runton's residency in the Bayshore Brookdale facility.

### **CLASS ACTION AND CLASS REPRESENTATION ALLEGATIONS**

68. The causes of action alleged below, for declaratory and injunctive relief and for actual and other damages are appropriate for class action treatment and class certification pursuant to the governing and applicable rules of civil procedure, including Federal Rules of Civil Procedure 23(b)(1)(a), 23(b)(2), 23(b)(3) and 23(c)(4).

69. More specifically, this action is uniquely appropriate as a class action pursuant to Rule 23(b)(2), Fed. R. Civ. P. because Plaintiff seeks declaratory and injunctive relief for the entire Class arising out of a common course of conduct and actions undertaken

by Brookdale Senior Living, Inc., or failures to act, on grounds generally applicable to the Class as a whole.

70. In addition to injunctive relief, this action seeks class-wide damages for the Defendant's deceptive business practices, misleading statements and omissions alleged herein. This action is appropriate for class certification under Rule 23(b)(3) because the questions of law and fact common with respect to liability and damages as to Plaintiff and the Class far more than predominate over any issues affecting individual members of the Class. Resolution of these issues within a class action is the superior and manageable method to achieve fair and efficient adjudication of this controversy.

71. This action does not seek recovery for personal injuries, emotional distress or bodily harm that may have been caused by misrepresentations and misleading statements made by Defendant or by inadequate staffing at Defendant's facilities.

72. The entitlement of Plaintiff and the Class to the monetary and equitable relief sought will turn on application of readily identifiable and objectively determinable facts and standards that derive from data and documents maintained by or on behalf of Brookdale, including but not limited to, objective comparison of the assessed needs of Brookdale's resident facility populations to Brookdale's actual staffing levels at its facilities.

73. Plaintiff is a member of the Class described in paragraph 75 below, and properly alleges this claim on her own behalf, and on behalf of the Class Members who are similarly situated, against the Defendant.

74. The members of the Class are readily identifiable from documents maintained by or on behalf of the Brookdale, thus permitting any appropriate notice to the Class and convenient case management by the Court.

75. This action is brought on behalf of the named Plaintiff and all similarly situated persons who resided at a Brookdale assisted living facilities owned and/or operated by Brookdale within the State of Florida in the four years preceding the filing of this Complaint through the present (the “Class Period”), and who contracted with Brookdale for services for which Brookdale was paid money.

#### **NUMEROSITY**

76. The precise number of Class Members is presently unknown to Plaintiff. However, publically available information indicates that the Bayshore Brookdale assisted living facility alone has 160 beds. Brookdale's website represents that it currently owns and/or operates at least 122 (or) over 120 facilities under the Brookdale name in the state of Florida. The number of residents at those facilities during the Class Period will likely well exceed 5,000. The precise number of persons in the Class and their identities and addresses may be ascertained from Brookdale's business records which identify all of the putative Class Members that have signed resident admission contracts.

77. The Members in the Class alleged is, therefore, so numerous that joinder of individual Class Members is impracticable and inconsistent with the orderly and efficient administration of justice, the efficient use of scarce judicial resources and contrary to the public good.

## COMMONALITY

78. The overriding claim presented by Plaintiff and the Class is founded on the question of whether Brookdale Senior Living, Inc.'s policy, practice and common course of conduct of charging its residents based on their assessed needs as determined by Brookdale's Resident Assessment System while utterly disregarding these assessed needs in staffing its facilities and, instead, staffing based on corporate profit goals constitutes an unfair or deceptive trade practice, violates applicable statutes and violates public policy.

79. This overriding claims raises the following common issues of fact and law:

(a) whether Brookdale has violated and continues to violate the Florida Deceptive and Unfair Trade Practices Act, Sections 501.201, *et sec.*, by making false and misleading statements that its assisted living care services are of a particular standard, quality or grade designed to meet the assessed care needs of its residents when, in fact, its assisting living care services are actually based on corporate profit goals, do not consider the assessed needs of its residents and do not meet the standard, quality or grade of service represented by Brookdale;

(b) whether Brookdale has violated and continues to violate the Florida Deceptive and Unfair Trade Practices Act, Sections 501.201, *et sec.*, by representing that its resident admission agreements confer the right to services to meet resident's assessed care needs when the actual services provided by Brookdale do not involve or even consider the assessed needs of its resident populations;

(c) whether Brookdale's unfair and deceptive practices described herein proximately caused injury to Plaintiff and Class Members;

(d) whether by making the misrepresentations, misleading statements and material omissions alleged in this Complaint, Defendant has violated and continues to violate the Florida Deceptive and Unfair Trade Practices Act, Sections 501.201;

(e) whether Brookdale has failed to disclose and concealed from Plaintiff and the Class that it staffs Brookdale facilities based on corporate profit goals and without regard to the results of its Resident Assessment System;

(f) whether the fact that Brookdale staff its facilities based on profit goals as opposed to the results of the residents' assessments is material, and whether Defendant had and has a duty to disclose the foregoing concealment and omission;

(g) whether Plaintiff, the Class and the consuming public were likely to be deceived by the foregoing concealment and omission;

(h) whether Plaintiff, the Class and the consuming public have a reasonable expectation that Defendant will use the Resident Assessment System and the Levels of Care generated by it to determine and provide staffing at Defendant's Brookdale facilities and, among other charges, paid Community Fees based upon this reasonable expectation;

(i) whether Brookdale has breached the express terms of its admission contracts by failing to determine and actually provide staffing levels sufficient to deliver the level of care assessed by Brookdale and paid for by its residents;

(j) whether Plaintiff and the members of the Class are entitled to damages, and the nature of such damages; and,

(k) whether Plaintiff and the Class are entitled to declaratory and injunctive relief and/or other relief, and the nature of such relief.

80. The claims asserted herein by Plaintiff are typical of the claims possessed by each Class Member and is capable of being asserted by each Class Member against the Defendant.

81. The claims of the named Plaintiff are typical of the claims of the Class. As alleged above, Brookdale made false and misleading statements and material omissions to Plaintiff and the Class and/or their family members which gave rise to a reasonable expectation on their part that Brookdale uses its Resident Assessment System and the Levels of Care generated by it when determining staffing levels at their Brookdale facilities. The Resident Assessment System allows Defendant to determine and provide the aggregate staffing Brookdale has determined is necessary to meet the assessed needs of the residents, but in fact, Defendant does not use this critical information in budgeting for or employing staff at their Brookdale facilities. Further, as alleged above, Defendant has failed to disclose and concealed these material facts from the Plaintiff and the Class. Plaintiff's claims are typical of the claims of the proposed Class in the following ways: 1) Plaintiff is a member of the proposed Class; 2) Plaintiff's claims arise from the same uniform corporate policies, procedures, practices and course of conduct on the part of Brookdale; 3) Plaintiff's claims are based on the same legal and remedial theories as those of the proposed Class and involve similar factual circumstances; 4) the injuries suffered by the Named Plaintiff is similar to the injuries suffered by the proposed members of the putative Class; and 5) Plaintiff seeks a common form of relief for herself and the members of the Class.

#### **FAIR AND ADEQUATE REPRESENTATION OF THE CLASS**

82. The named Plaintiff has a true stake in this case and will fairly and

adequately represent, protect, and prosecute the interests of each Class and Sub-Class Member and likewise have the willingness and capacity to do so. The named Plaintiff's duly authorized Guardian is an experienced and licensed legal guardian, with many years of experience protecting the vital interests of both public and private wards. The named Plaintiff's Guardian has participated in numerous legal proceedings related protecting the financial interests of wards, including many that have resided in assisted living facilities, like Brookdale.

83. The named Plaintiff's Guardian is capable of fairly representing the interest of the ward, Gloria Runton and the Class Members who have been similarly impacted. Furthermore, through her Guardian, Plaintiff has engaged competent counsel knowledgeable in class actions and litigation of consumer issues.

84. Plaintiff has no interests actually or potentially adverse to those of the putative Class Members. Due to the alignment of interests, the named Plaintiff will also ensure the same degree of prosecution of the commonly held claims of the Class Members.

### **PREDOMINANCE**

85. With respect to Plaintiff's claims under the Florida Deceptive and Unfair Trade Practice Act and under her breach of contract count, certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) because questions of law or fact common to Class members predominate over any questions affecting only individual members of the proposed Class.

### **SPECIFIC PROVISIONS UNDER RULE 23 UNDER WHICH CERTIFICATION IS SOUGHT**



**RULE 23(b)(1)**

86. Given the nature of the Class claims for declaratory and injunctive relief and monetary damages, separate actions by each individual class member creates a very real risk of inconsistent and varying adjudications. Inconsistent results from different trial courts would provide incompatible and differing signals as to ongoing conduct by Brookdale related to its assisted living facilities.

87. Differing rulings from different trial courts interpreting whether Brookdale's business practices related to resident assessments and staffing are deceptive or unfair would not lend themselves to certainty in conduct for the Plaintiff, for Class Members, or for Brookdale.

88. If the proposed class claims are litigated separately, Plaintiff and the individual Class Members run the risk of being bound by an adverse ruling, which might become dispositive of the interests of the individual Class Members or would be used as an argument to impede individual claims.

**RULE 23(b)(2)**

89. Brookdale Senior Living, Inc., has acted or refused to act on grounds or in a manner generally applicable to all Members of the Class. Judicial economy is served by concentrating the litigation and resolving this question in a single action.

90. The resident assessment programs and staffing standards dictated and utilized by Brookdale are uniform throughout its assisted living facilities, thereby making declaratory and injunctive relief appropriate to the Class as a whole.

91. Plaintiff, for herself and members of the Class is seeking to correct a pervasive and ongoing wrong committed by Brookdale in a manner that will allow a

definite and binding resolution that does not require continual re-litigation of the same issues in individual lawsuits. This will result in a benefit to all involved.

92. Plaintiff seeks declaratory and injunctive relief requiring Brookdale to stop the intentional practice of staffing its facilities based on corporate profit goals rather than resident's assessed needs. Plaintiff also seek injunctive relief requiring the Defendant to disgorge Community Fees paid by residents to gain admission to Brookdale's facilities upon the reasonable expectation that Brookdale would staff its facilities based on the collective assessed needs of a facilities resident population rather than based on corporate profit goals.

**RULE 23(b)(3)**

93. The questions of fact and law that are common to the Plaintiff and Class Members include the common issues identified in paragraph 79 above.

94. The issues common the Class predominate. The defined Class avoids individualized determinations as the Class is comprised of all residents of Brookdale assisted living facilities during the class period, a fact which can be objectively determined by reference to Brookdale's own books and records.

95. The damages sought on behalf of the Class also avoid individualized determinations in that Plaintiff will seek reimbursement of Community Fees paid by Class Members, amounts which can be objectively determined by reference to Brookdale's own books and records.

96. A class action is superior to other methods for fairly and efficiently adjudicating this controversy. Absent a ruling from this Court with class-wide implications, Brookdale will continue its unfair and deceptive patterns and practices.

**RULE 23(c)(4)**

97. Alternatively, should this Court decline to certify the Class, this Court may certify a class for the purpose of resolving the question of liability, and the legality of the complained-of conduct, and thereafter proceed to address damages on a manageable individual basis.

**COUNT I**  
**FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**  
**(Sections 501.201 et seq., Florida Statutes)**

98. The allegations of all preceding paragraphs are herein incorporated by reference.

99. The Florida Deceptive and Unfair Trade Practices Act, Section 501.201 *et seq.*, Florida Statutes, defines unfair methods of competition to include any unconscionable acts or practices, and “unfair or deceptive” acts or practices in the conduct of any trade or commerce. Fla. Stat. §501.204(1). The provisions of the Florida Deceptive and Unfair Trade Practices Act shall be liberally construed “[t]o protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” Fla. Stat. §501.202(2).

100. Plaintiff and the Class are “consumers” as defined by Florida Statute §501.203(7), and the subject transactions are “trade or commerce” as defined by Florida Statute §501.203(8).

101. The assisted living services provided by Brookdale constitute “trade or commerce” as defined by Section 501.203(8), Florida Statutes. Likewise the agreement by Plaintiff and the putative Class to pay Community Fees and provide monthly payments

to Defendant in exchange for assisted living services constitutes “trade or commerce” as defined by Section 501.203(8), Florida Statutes.

102. In Brookdale’s uniform resident contracts presented to prospective residents and their family members, Brookdale represented and continues to represent that Brookdale uses its Resident Assessment System to determine the services that will be provided to the residents, thus giving rise to a reasonable expectation on the part of the members of the putative Class that the assessed need incorporated into the Personal Care Plans generated by the Resident Assessment System will be used in determining and providing facility staffing. That same representation was made in Brookdale’s re-assessments of residents, rate increase letters, corporate website statements and other standardized corporate promotional materials. As alleged herein, these uniform corporate representations are false and misleading, are likely to deceive the reasonable consumer, and constitute an unfair method of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes.

103. Contrary to Brookdale’s uniform misrepresentations and misleading statements, Brookdale does not use its Resident Assessment System or the Personal Service Plans of its residents in setting or providing facility staffing, but instead uses predetermined labor budgets designed to meet corporate profit targets, goals and margins. Brookdale does not disclose and actively conceals this corporate policy and procedure from current and prospective residents and their family members. Brookdale had exclusive and superior knowledge of material facts not known to the named Plaintiff, the Class or the general public at the time of the subject transactions and actively concealed these material facts.

As alleged herein, Brookdale's failure to disclose and actively concealing this corporate policy from consumers constitutes an unfair method of competition, an unconscionable act or practice, and an unfair or deceptive act or practice in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes.

104. Brookdale had exclusive and superior knowledge of their corporate policy and procedure of ignoring its Resident Assessment System and the Personal Service Plans generated by it in setting staffing levels. Further, Brookdale's officers, directors and managers were repeatedly advised by its own staff that Brookdale facilities were not adequately staffed to meet resident needs. Brookdale also knew that its failure to provide staffing based on the amount of time that Brookdale had itself determined was necessary to provide the care and services for which it charged its residents had a propensity to pose a heightened health and safety risk to the named Plaintiff and Class Members. Brookdale intentionally concealed, suppressed and/or failed to disclose the true facts with the intent to deceive the named Plaintiff and putative Class Members and by doing so violated Section 501.204, Florida Statutes.

105. Brookdale's business practices alleged herein constitute deceptive acts and practices because they consist of material representations, practices and omissions that were likely to mislead and did mislead Plaintiff and the Class as reasonable consumers to have the reasonable expectation that Brookdale would staff its facilities to meet the assessed needs of its residents in violation of Section 501.204, Florida Statutes.

106. Brookdale's business practices alleged herein also constitute unfair acts because these acts caused or were likely to cause substantial injury to Plaintiff and the

Class as consumers, which they could not by themselves reasonably avoid, and were not outweighed by countervailing benefits to consumers or to competition.

107. The named Plaintiff, through her Guardian and the putative Class Members had the reasonable expectation that Brookdale would use the Resident Assessment System to set and provide facility staffing based on the amount of time Brookdale has itself determined is necessary to provide the care required for care needs established by its resident assessments. If Plaintiff had known the true facts, she would not have agreed to enter a Brookdale facility or would have only agreed to enter a Brookdale facility for less money than she paid. If the putative Class Members had known the true facts, they would also not have agreed to enter a Brookdale facility, or would have only agreed to enter for less money than they paid Brookdale.

108. From its corporate headquarters Brookdale misrepresents, fails to disclose and actively conceals facts that are material and likely to deceive the reasonable consumer. This conduct constitutes an unfair method of competition, an unconscionable act or practice, and an unfair or deceptive act or practice in the conduct of any trade or commerce in violation of Section 501.204(1), Florida Statutes. Consumers choose an assisted living facility because they need care and/or wish to age in a place as their care needs change. Consumers, including the residents and their family members herein, reasonably consider the staffing levels provided by the assisted living facility they select of great importance and attach great importance to Brookdale's claims regarding the benefits of its resident care assessment system.

109. Defendant's uniform corporate policy and procedure of basing its staffing on fixed budgets and corporate profit margins, rather than the assessed needs of its

residents, constitutes an unfair and deceptive business practice because, among other matters, Brookdale represents that the assisted living care it provides will meet a high standard of care, namely the assessed needs of its residents rather than, instead, a lower standard of care designed to generate maximum profitability for Brookdale. Brookdale actively conceals this unfortunate reality.

110. Defendant has violated and continues to violate the Florida Deceptive and Unfair Trade Practices Act as alleged herein and in at least the following respects:

(a) Brookdale's misrepresentations, failures to disclose and concealment of the true characteristics and/or quantities of services provided at their Brookdale facilities constitutes unfair and deceptive business practices;

(b) Brookdale has misrepresented, failed to disclose and concealed the true standard, quality and/or grade of services provided at their Brookdale assisted living facilities; and

(c) Brookdale's standard resident admissions contracts falsely represent that it will provide the assistance specified by each resident's assessment knowing that Brookdale does not intend to provide the services as represented; and falsely represent that the resident agreement, under which they pay Community Fees and monthly rates, confers on residents the right to reside in a facility that provides services based staffing required to meet the needs that its own Resident Assessment System has determined is necessary to provide the services for which the residents are charged, when in fact Defendant does not use Brookdale's Resident Assessment System when determining and providing facility staffing;

111. These misrepresentations, misleading statements, acts, practices, and omissions by Brookdale were willful and are and were intended to induce and lure elderly and dependent adult residents and their family members into agreeing to be admitted to Defendant's facilities and to pay new resident Community Fees and monthly rates based on Defendant's Resident Assessment System.

112. Brookdale made the written misrepresentations and misleading statements alleged herein through various uniform means of communication, including without limitation, admission agreements, subsequent agreements based on re-assessments of the resident, letters to residents regarding rate increases, standardized corporate marketing and promotional materials, Brookdale's website, scripted sales presentations, and other written corporate materials disseminated to the public by Brookdale from its corporate headquarters. These uniform representations and misleading statements were made directly to the named Plaintiff, putative Class members and their family members and/or representatives by Brookdale in its standard resident admission contract and were reinforced by the uniform means of communication listed above.

113. As a direct and proximate result of the Brookdale's conduct, Plaintiff and the putative Class are aggrieved and have suffered actual damages. Plaintiff and Class Members paid money to Brookdale in the form of new resident Community Fees and their initial monthly fees, and many Class Members continue to pay monthly fees.

114. Plaintiff and the Class are entitled to actual damages for Brookdale's violations of Section 501.204, Florida Statutes as set forth here under Section 501.211(2), Florida Statutes.



115. Excluded from Plaintiff's request for actual damages are any damages arising from or related to any personal injuries, emotional distress or wrongful death suffered by Plaintiff or by any member of the Class.

116. Defendant's conduct presents a continuing threat of substantial harm to the public in that, among other things, Brookdale continues to misrepresent how they use the Resident Assessment System and how they determine and provide staffing at their Brookdale facilities in Florida. Despite the knowledge that Brookdale does not staff their facilities based on the resident assessments and assessed Care Groups, but instead staff based on corporate profit goals and margins, Brookdale continues to induce elderly and vulnerable citizens to enter their facilities. Accordingly, Plaintiff and Class Members have been aggrieved by Brookdale's violations of Section 501.204, Florida Statutes, as set forth herein and seek an injunction under Section 501.211(1), Florida Statutes, that requires that Brookdale immediately cease the deceptive and unfair business practices alleged herein and to enjoin them from continuing to engage in any such acts or practices in the future. Specifically, Plaintiff seeks an injunction requiring Brookdale to disclose to Plaintiff, the putative Class and the consuming public that Brookdale does not staff their facilities based on their Resident Assessment System or the Personal Service Plans generated by that system.

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated respectfully requests an order certifying that the action may be maintained as a class and appointing her as a representative for the class and her lead counsel below as class counsel, and also requests entry of a judgment against Brookdale Senior Living, Inc.:

(a) for monetary damages, including but not limited to actual damages according to proof, excepting any damages for personal injury, emotional distress and/or wrongful death suffered by the named Plaintiff or any Class Member;

(b) for restitution and any other monetary relief permitted by law;

(c) for pre-judgment and post-judgment interest, according to law;

(d) for an order requiring that Brookdale immediately cease acts that constitute deceptive and unfair trade practices under the Florida Deceptive and Unfair Trade Practices Act as alleged herein with respect to Defendant's misrepresentations, misleading statements, and material omissions, and to enjoin Defendant from continuing to engage in any such acts or practices in the future;

(e) for an injunction requiring Brookdale disclose to Plaintiff, the putative Class and the consuming public that Brookdale does not use the Resident Assessment System or the Personal Service Plans generated by it to set or provide staffing at their assisted living facilities, and prohibiting Brookdale from charging Personal Service fees based on the staffing provide services necessary to meet residents assessed needs when Brookdale does not use assessed needs to set staffing levels;

(f) for an award of costs and attorneys' fees made necessary by seeking this relief, and

(g) for such other and further relief as the Court may deem just and proper.

### **COUNT II BREACH OF CONTRACT**

117. Plaintiff, for herself and the Class, re-allege paragraphs 1 through 97, as if fully restated herein.

118. In the express provisions of the form admission contracts entered into with Plaintiff and each class member, Brookdale promises to provide the assistance required and specified by the resident assessment and which corresponds to that resident's assessed care needs. Brookdale bases its monthly charges for these " Care" needs on the staff time necessary to deliver those personal care services.

119. These express provisions obligate Brookdale to use its Resident Assessment System and the Personal Care Plans generated by it, not only to charge for assessed level of care, but also to determine and actually provide staffing levels at its facilities to deliver the level of care assessed by Brookdale and paid for by the resident.

120. Brookdale has breached the express terms of these admission contracts by failing to determine and actually provide staffing levels sufficient to deliver the level of care assessed by Brookdale and paid for by its residents.

121. As a direct and proximate result of Brookdale's conduct, Plaintiff and the putative Class suffered actual damages. Plaintiff and Class Members paid money to Brookdale in the form of new resident Community Fees and their initial monthly fees. Plaintiff and Class Members continue to pay monthly fees. Plaintiff and the members of the putative Class have each suffered substantial economic harm in that Brookdale's conduct caused the named Plaintiff and Class Members to lose property set aside for personal care and maintenance and assets essential to their health and welfare.

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, respectfully requests an order certifying that the action may be maintained as a class and appointing lead counsel below as class counsel, and also requests entry of a judgment against Brookdale Senior Living, Inc.:

(a) for monetary damages, including but not limited to actual damages according to proof, excepting any damages for personal injury, emotional distress and/or wrongful death suffered by the named Plaintiff or any Class Member;

(b) for pre-judgment and post-judgment interest, according to law;

(c) for an award of costs and attorneys' fees made necessary by seeking this relief, and

(d) for such other and further relief as the Court may deem just and proper.

**COUNT III**  
**DECLARATORY AND INJUNCTIVE RELIEF**

122. Plaintiff, for herself and for the members of the Class, re-allege and incorporate herein Paragraphs 1 through 97, as if set forth fully herein.

123. This is an action for declaratory relief pursuant to Chapter 86, Florida Statutes, which is substantive law.

124. This Court has jurisdiction to issue a declaration as to the legality of the complained-of conduct, under Florida's Declaratory Judgment Act, Chapter 86, Florida Statutes. More specifically, the Court has jurisdiction to construe the form admission contracts at issue in this action pursuant to Section 86.031, Florida Statutes, both before and after breaches of its contracts with Plaintiff and the Class.

125. Plaintiff, for herself and on behalf of the Class, alleges that there exists a bonafide, actual, present, and practical need for a declaration as to the rights of the parties under the form admission contracts entered into with Plaintiff and each Class Member concerning Brookdale's obligation to use its Resident Assessment System and the Personal Care Plans generated by it to determine and actually provide staffing levels at its facilities to deliver the level of care paid for by its residents.

126. Plaintiff, and members of the Class, in a present, actual, and practical sense, have been affected by Brookdale's failure to use its Resident Assessment System and the Personal Care Plans generated by it to determine and actually provide staffing levels at its facilities to deliver the level of care assessed by Brookdale and paid for by its residents.

127. Plaintiff seeks a declaration that the form admission contracts obligate Brookdale to provide staffing levels sufficient to deliver the level of care assessed by the Resident Assessment System and paid for by its residents.

128. Plaintiff for herself and on behalf of the Class, has a power, privilege, or right that is dependent on the result of this declaration, including the right to monetary and other relief once the conduct of Brookdale is determined violate the form admission agreement.

129 All antagonistic and adverse interests are currently before this Court or will be after a class is certified.

130. The declaratory relief sought by the Plaintiff, for herself and for the Class Members, is not propounded for curiosity and is not seeking mere legal advice from the Court, but is a declaration that establishes Brookdale's conduct violates the form admission contract.

131. As a form of supplemental relief authorized by Section 86.061, Florida Statutes, Plaintiff also seeks injunctive relief requiring that Brookdale immediately cease the acts complained of herein, enjoining Brookdale from continuing to engage in any such acts or practices in the future. Plaintiff additionally seeks an injunction requiring Brookdale to disclose to Plaintiff, the putative Class and the consuming public that Brookdale does not use the Resident Assessment System or the Personal Service Plans

generated by it to set or provide staffing at their assisted living facilities; and prohibiting Brookdale from charging monthly charges for assessed "care needs" based on the staffing required to meet those needs, when Brookdale does not use assessed needs to set staffing levels.

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated respectfully requests an order certifying that the action may be maintained as a class and appointing lead counsel below as class counsel, and also requests entry of a judgment against Brookdale Senior Living, Inc.:

(a) declaring that the form admission contracts obligate Brookdale to provide staffing levels sufficient to deliver the level of care assessed by the Resident Assessment System and paid for by its residents;

(b) for an order requiring Brookdale immediately cease the acts complained of herein, and to enjoin Brookdale from continuing to engage in any such acts or practices in the future;

(c) for an injunction requiring Brookdale to disclose to Plaintiff, the putative Class and the consuming public that Brookdale does not use the Resident Assessment System or the Personal Service Plans generated by it to set or provide staffing at their assisted living facilities, and prohibiting Brookdale from charging Personal Service fees based on the staffing provide services necessary to meet residents assessed needs when Brookdale does not use assessed needs to set staffing levels;

(d) for an award of costs and attorneys' fees made necessary by seeking this relief, and

(e) for such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, for herself and on behalf of all Class Members, demand trial by jury of all matters so triable.

Respectfully submitted,

*/s/ J. Andrew Meyer*

J. ANDREW MEYER, ESQ.

Florida Bar No. 0056766

J. Andrew Meyer, P.A.

15565 Gulf Boulevard

Redington Beach, Florida 33708

Telephone: (727) 709-7668

Email: [andrew@jandrewmeyer.com](mailto:andrew@jandrewmeyer.com)

CHRISTA L. COLLINS, ESQ.

Harmon, Woodsand Parker, P.A.

Florida Bar No. 0381829

*(Admission Pending)*

110 North 11<sup>th</sup> Street, 2<sup>nd</sup> Floor

Tampa, Florida 33602

Telephone: (813) 864-1762

Facsimile: (813) 222-3616

Email: [clc@harmonwoodslaw.com](mailto:clc@harmonwoodslaw.com)

*Counsel for Plaintiff*

**EXHIBIT A**





## RESIDENCY AGREEMENT

This Agreement ("Agreement") dated June 1, 2016 is made by and between BLC Tampa-GC, LLC d/b/a Brookdale Bayshore (the "Company," "us," "we" or "our") and Gloria Runton ("Resident," "you" or "your").

We operate the community located at 4902 Bayshore Boulevard, Tampa, FL 33611 (the "Community") which is licensed by the State of Florida as a/an Assisted Living Facility and residency in the Community has been requested by you or on your behalf. The terms and conditions of this Agreement are as follows:

### I. SERVICES AND ACCOMMODATIONS.

A. **BASIC SERVICES.** We will provide you with the following Basic Services, which are included in the Basic Service Rate, subject to the terms of this Agreement:

- ◆ **Accommodations** – You have elected to live in the Suite described in Exhibit A. You are also entitled to use and enjoy with all other residents the common areas of the Community. You are to provide your own furnishings and personal property; however, we reserve the right to limit the number and type of furnishings/small appliances. You agree that you are responsible for the maintenance and repair of any personal belongings you bring to the Community.
- ◆ **Dining Services** – Unless otherwise noted in the Addendum to the Residency Agreement, we will furnish three meals daily. Snacks are available 24 hours a day.
- ◆ **Utility Service** – Unless otherwise noted in the Addendum to the Residency Agreement, the cost of gas, electric, heat, air conditioning water, basic cable, satellite or comparable television service is included. You are responsible for paying any other utility charges including, but not limited to, telephone, internet or premium cable charges.
- ◆ **Housekeeping Service** – Unless otherwise noted in the Addendum to the Residency Agreement, we will provide light housekeeping once a week.
- ◆ **Laundry and Linen Service** – We will launder your personal belongings and bed linens as set forth in the Addendum to the Residency Agreement.
- ◆ **Activities Program** – We will provide planned social and recreational programs.
- ◆ **Parking** – Each Suite (whether occupied by one or two Residents) will have access to shared and uncovered parking spaces. Covered parking may be available as set forth in the Addendum to the Residency Agreement.
- ◆ **Transportation** – We will make available scheduled routine transportation services as described in the Addendum to the Residency Agreement.
- ◆ **Staffing 24 hours a day** – Associates are available 24 hours a day, seven days a week.
- ◆ **Wellness Assessments** – We will provide limited periodic wellness assessments to help you monitor your physical health.

We will provide thirty (30) days written notice of any change in Basic Services.

- B. PERSONAL SERVICE PLAN.** Prior to moving in and periodically throughout your residency, we will use a personal service assessment to determine the personal services you require. The personal service assessment will be used to develop your Personal Service Plan. The results of the assessment and the cost of providing the additional personal services (the "Personal Service Rate") will be shared with you. Your initial Personal Service Rate is set forth in Exhibit A.
- C. AVAILABLE SELECT AND THERAPEUTIC SERVICES.** Select Services and Therapeutic Services are available to you at your request. Such additional services are not included in the Basic Service Rate or the Personal Service Rate. Where available, such services may include, but are not limited to guest meals, transportation beyond that which is included in the Basic Service Rate, transportation escort services, enhanced cable television, special events or certain clinical services, including, but not limited to, wound care, replacement of an indwelling urinary catheter or care and monitoring of transcutaneous electric nerve stimulators. The available Select Services and Therapeutic Services as well as the associated prices are found on Exhibit X and Exhibit Y to this Agreement.
- D. SERVICES NOT COVERED BY RESIDENCY AGREEMENT.** In addition to any Select or Therapeutic Services you may receive, in some circumstances, you may need the services of other third party providers in order to continue to safely remain at the Community. An outside agency or individual will be permitted to provide these services or any related personal services only if we have given prior approval.

You are responsible for obtaining and paying for all services that are not included in the Basic Services or Personal Service Plan (including, but not limited to, the services of third party provider services, whether provided by Company affiliates, our subcontractors, third party health care and medical providers, or others. These services may include, but are not limited to, pharmacy, therapy, podiatry, dentistry, ophthalmology, home health, hospice, private companion, beauty/barber or other health care services, such as skilled teaching activities or frequent skilled observation and assessment activities due to acute onset or exacerbation of a medical condition. These third party provider services are not included in the Basic Service Rate, Personal Service Rate or rates for Select Services and Therapeutic Services. Fees for such services will be billed to you directly by the third party service provider, unless otherwise agreed to by the parties. All third party service providers (including, but not limited to, health care service providers) must agree to adhere to our standards for outside providers prior to being permitted to provide services in the Community.

You may not hire our current associates to provide services in the Community. You may contract with former associates to perform any services at the Community only with our consent. We reserve the right to refuse entry to (1) former associates; (2) persons whose actions may be disruptive to the Community; or (3) persons whose actions may threaten the safety of any resident or associate.

## II. YOUR RESPONSIBILITIES AND REPRESENTATIONS.

- A. CARE OF SUITE.** You agree that the Community and the Suite are in satisfactory, habitable condition and we have made no promise to decorate, alter or improve the Community or Suite unless otherwise provided in writing and attached as part of this Agreement. You agree to maintain the Suite and to leave the Suite upon termination of this Agreement in good condition, except for normal wear and tear. You agree to pay all damages, beyond normal wear and tear, which you (including your agent, employee,

contractor, or other invitee) cause to our property. The Community may invoice you for the cost of such repairs.

- B. ALTERATIONS.** We, in our sole discretion, will permit reasonable alterations to the Suite if you have a disability and the proposed modification is necessary to afford you full enjoyment of the Suite. Structural or physical alterations, whether based on a handicap or not, may be made only upon our prior written approval. All structural or physical changes to the Suite shall remain at the Suite and be considered part of the Suite and the Community. Any changes or modifications to the Suite that require assistance of appropriately licensed and insured electricians, contractors or similar professionals must be approved in advance by us in our sole discretion. The cost of any alterations made by you shall be paid by you unless otherwise agreed to in writing. You agree that you will bear the cost of restoring the Suite to its original condition, reasonable wear and tear excepted, upon the termination of this Agreement, unless we specifically exempt you from this requirement in writing. We may enter and make any modifications or alterations to the Suite to meet the requirements of any applicable law.
- C. RIGHT OF ENTRY.** For your safety and comfort, our associates must be permitted to enter your Suite to provide services under the terms of this Agreement, to respond to emergencies, to make repairs and improvements, or if there is reasonable belief that your safety or the safety of others is in question or that our policies and procedures are being violated, as we deem necessary or advisable. Therefore, it is not permissible to change the locks or add additional locks to the entrance door to your Suite. When feasible, our associates will attempt to give you reasonable notice before entering your Suite.
- We reserve the right to relocate you to a more appropriate Suite within the Community as required for your health or safety, or because the residents of a companion Suite are incompatible.
- D. HEALTH ASSESSMENT.** You agree that we may periodically assess your health to create and update a Personal Service Plan and/or to determine whether you are appropriate to remain at the Community. You agree that we may perform brief periodic wellness assessments performed by therapists, nurses or other appropriately qualified individuals to help both you and us monitor your physical health and wellbeing; but, you acknowledge that these wellness assessment will not be performed by a physician and do not replace the need for you to obtain regular and thorough medical care; and, that we are not and will not provide general medical care for you. You agree to undergo an examination by your physician (or other licensed provider as allowed by law): (1) not more than thirty (30) days prior to the date of this Agreement; (2) at least once every three (3) years; and (3) upon a significant change of condition. You agree to undergo examination by a particular specialist, at your cost, as we determine is warranted by your current physical or mental status. You will request the examiner to provide us with recommendations, including a statement attesting to the appropriateness of your continued placement. Based upon the assessment(s) and our judgment, we may determine your appropriateness to remain in the Community. You will request the examiner to perform any tests and complete any forms required by us or applicable law.
- E. HEALTH CARE PROVIDER NOTIFICATION.** You authorize us to contact your legal representative/family, health care providers, and/or other persons listed in your records (1) if it is necessary in our judgment to advise them of your situation; (2) to arrange for required health care services and other assistance; or (3) in case of an emergency.

If your designated health care providers are unavailable, you authorize us to arrange for the services of other health care providers. You agree we may provide such persons with copies of your records, including, but not limited to, resident records, advance directives, living will, and the names of persons empowered to make health care decisions.

- F. **SUBSTITUTE DECISION MAKERS/ADVANCE DIRECTIVES.** You will provide us with accurate, complete and current information about yourself, substitute decision-makers and health care providers, including but not limited to addresses and phone numbers, and your health care status and needs. You will provide us with copies of any power of attorney, guardianship, living will, or conservator documents, or other legal documents relating to the making of health or financial decisions or decision-makers. You authorize us to rely on the instructions of such designees or appointees or on the instructions found within such documents. You further agree to immediately notify us of changes relating to the information stated above.

It is strongly suggested that you have advance directives in place in the event you become incapacitated. If you do not have such advance directives in place, you understand that a court may name a guardian upon application of any interested party (including the Company). Neither we nor any of our associates or agents may be your guardian. If it is necessary for us to petition the court for appointment of a guardian, any costs associated therein shall be paid by you and we may invoice you for such costs.

- G. **MOTORIZED VEHICLES AND CARTS.** Individual motorized vehicles such as electric scooters, wheelchairs, or carts and similar vehicles may be used, subject to the following:

1. Your ability to walk is substantially limited due to a disability;
2. Your operation of the vehicle does not pose a threat to the health and safety of yourself or others;
3. The vehicle is operated at a low speed setting; and
4. You agree to abide by our safety guidelines for the use of motorized vehicles on the premises, which may be modified from time to time.

Reasonable accommodations will be made to the rules, policies and practices (upon a showing of necessity) so long as the requested accommodation does not constitute a threat to the health or safety of you, the other residents, our associates or visitors.

You agree to pay for all damages to others or to the Community, which are caused by you or your motorized vehicle and that we may invoice you for such costs. You further understand and agree that we may, at our sole discretion, prohibit your further use of an electric scooter or similar vehicle at any time.

- H. **EXAMINATION OF RECORDS** You acknowledge that we are licensed by the State of Florida as an Assisted Living Facility. You understand that regulatory officials having jurisdiction over the Community may inspect your records as part of an evaluation of the Community. You have the right to review and access your health care records in accordance with the requirements of applicable law.

- I. **RULE AND REGULATION COMPLIANCE.** You understand that the Community has shared common areas, and you agree to honor all rules of courtesy and respect for others. You agree to abide by and conform to our rules, regulations, handbook, policies and procedures as they now exist and as amended from time-to-time. You understand that failure to abide by such policies may result in your discharge from the Community.

- J. **GUESTS.** You have the right to associate with your friends and family during reasonable hours. Because the Community is a licensed building, overnight guests are generally not permitted in a resident's room. Limited exceptions may be granted by the Executive Director based upon the circumstances.

You acknowledge and understand that your guests are subject to our rules and regulations, and if your guests become disruptive to the operations of the Community and/or are verbally or physically abusive to residents, our associates or others, we may request that they leave the Community until their behavior is under control or may restrict their visitation. Where circumstances warrant, we may exclude such individuals from the Community.

- K. **RELEASE OF INFORMATION.** We will keep your health, medical, personal and other information that identifies you (collectively, "Resident Data") confidential in compliance with applicable law. You agree that we may use and disclose Resident Data for purposes of treatment, to provide to you services covered by this Agreement (collectively "Services"), to obtain payment for our Services, in connection with our operations, including training, care management and quality assessment and improvement, to coordinate with any third party providers you select, and as otherwise permitted by law. You agree that we may also use and disclose Resident Data in order for us or other companies to provide information to you about services and products offered by us or other companies that we believe may be of interest to you, to the extent permitted by applicable law.

### III. RATES.

- A. **COMMUNITY FEE.** We require a one-time non-refundable Community Fee to cover such items as administrative costs involved in the admission process and room preparation in an amount indicated in Exhibit A to be paid at the time this Agreement is signed. The Community Fee does not excuse you from financial responsibility for any damage caused to your Suite beyond normal wear and tear upon move-out.

B. **MONTHLY SERVICE RATE.**

1. **Rate.** You agree to pay the Basic Service Rate and, if applicable, the Personal Service Rate as indicated in Exhibit A (together the "Monthly Service Rate").
2. **Refund.** In accordance with Section IV, we will refund a prorated share of the Monthly Service Rate if this Agreement is terminated before the end of a month:
  - a. following thirty (30) days written notice;
  - b. because you require care that is not offered by us; or
  - c. by reason of death.

Refunds will be prorated (using 30.5 days to calculate the Daily Rate) from the later of the termination date or the date by which you have vacated and all of your belongings are removed from the Community. For terminations pursuant to subsections (b) and (c) above, the termination date shall be the date the suite is vacated and cleared of all personal belongings. Unless prohibited by law, you agree we may offset such refunds by any amount due under the terms of this Agreement.

We will send an itemized list of any costs actually incurred and/or damages to the premises or suite, as well as any refunds due after deductions for such costs or damages, within forty-five (45) days to your last known address. You will respond within fourteen (14) calendar days of notification, to contest any of the damages included by us on the itemized list.

If the Community discontinues operation, any advance payments for services not received shall be refunded to you or your Legal Representative within ten (10) days of closure, whether or not such refund is requested.

**C. ABSENCES.**

1. **Notice of Absence.** Except for an emergency medical absence, if you will be absent from the Community for any period of time, you must inform us of your plans prior to leaving and sign the Sign In/Sign Out Book upon exiting and re-entering the Community. We assume no responsibility or liability for your welfare during times that you are away from the Community.
2. **Fees During Absence.** If you are absent from the Community for any reason, such as for a hospitalization, vacation, temporary nursing home care or rehabilitation, the Residency Agreement will remain effective and you will be charged the full Monthly Service Rate. If you provide written notice of your intent to terminate the Agreement pursuant to Section IV, termination will be effective and charges will cease the later of the end of any applicable notice period or the removal of all of your personal belongings.

**D. SELECT & THERAPEUTIC SERVICES.** In addition to the Monthly Service Rate, you agree to pay the established charges for any Select Services or Therapeutic Services provided to you by us.

**E. PAYMENT.** We will issue a monthly statement before the first day of the month itemizing the Monthly Service Rate for the upcoming month and, if any, charges incurred for Select Services and Therapeutic Services provided during the prior month. Payment for all charges shown on the statement is due on the first (1<sup>st</sup>) calendar day of each month. The first payment of the Monthly Service Rate is due prior to taking occupancy. If you move in after the first of the month, your first Monthly Service Rate will be prorated (using 30.5 days to calculate the Daily Rate).

We will charge a \$250.00 late fee if we have not received all fees when due. We will also charge a \$50.00 returned payment fee for each check or automatic withdrawal that is returned or denied for any reason. After two such occurrences, you agree to pay all amounts due by cashier's check or such other method specified by us. You also agree to pay interest on all outstanding amounts based upon the lesser of 1.5% per month or the highest rate permitted by law.

**F. RATE CHANGES.** We will provide thirty (30) days written notice of any change in the rates for Basic Services, Personal Services, Select Services and Therapeutic Services. We may offer or require a change in the Personal Service Plan when we determine additional services are requested or required. **The new Personal Service Rate resulting from a change in your Personal Service Plan is effective immediately after written notice is given.**

**IV. TERM AND TERMINATION.**

**A. TERM.** This Agreement begins on the date set forth above and continues until terminated as provided below.

**B. TERMINATION BY RESIDENT.** You may terminate this Agreement upon thirty (30) days written notice to us. Termination occurs on the later of the end of the notice period or upon the removal of all of your personal belongings.

C. **TERMINATION BY THE COMPANY.** We may terminate this Agreement, upon providing you or your legal representative forty-five (45) days written notice, for any of the following events, as determined by us:

1. You require care or services that we are unable to provide or which requires staff that are not available at the Community;
2. Your or your visitors' behavior impairs the well-being, care or safety of yourself or others, creates unsafe conditions, is physically or verbally abusive to others, or otherwise interferes with the orderly operation of the Community.
3. For your welfare or the welfare of others in the Community;
4. You or your third party payor fail to pay fees and charges when due, or you breach any representation, covenant, agreement, or obligation under this Agreement.

We may, upon written notice to you, immediately terminate this Agreement, and transfer or discharge you for emergency medical or welfare reasons that would endanger the health and safety of yourself or others. If the emergency requires your immediate transfer, we will notify your legal representative as soon as practical. We will provide a written explanation for termination with less than forty-five (45) days' notice. In the event you have no persons to represent you, the Community shall refer you to the social service agency for placement.

D. **TERMINATION BY EITHER PARTY.** Either party may terminate this Agreement immediately upon written notice in the event of your death or if you must be relocated due to your health. The Community may request a physician to certify in writing that based upon his/her examination, you must be relocated to facility which offers a higher level of care.

In the event of your death or relocation, your estate or you will be charged the Monthly Service Rate through the day on which all of your belongings are removed from the Community.

If the amount of belongings does not preclude renting the suite, we may clear the unit and charge you or your responsible party for moving and storing the items at a rate equal to the actual cost to us, not to exceed 20% of the regular rate for the unit, provided that 14 days' advance written notification is given. If the resident's possessions are not claimed within 45 days after notification, we may dispose of them.

E. **SERVICES PENDING TERMINATION.** You acknowledge and agree that, pending termination of the Agreement due to requiring services or staff not available in the Community, we may arrange for the provision of one-on-one care and you will pay for such care if we determine that such care is needed to protect your health or safety or the health or safety of others.

F. **COMMUNITY CEASES TO OPERATE.** If the Community's license is revoked or the Community otherwise ceases to operate, this Agreement shall terminate upon written notice from the Community on the date as stated in the notice. Any advance payment for services not received shall be refunded to the Resident.

G. **RESPONSIBILITIES UPON TERMINATION.** You will vacate premises, removing all belongings on or before the effective date of termination. If you fail to remove your belongings by the effective date of termination, you understand and agree that we may continue to charge you for the Basic Service Rate of your Suite, or have your belongings placed in storage at your cost. You further agree that we may donate any unclaimed property after forty-five (45) days. If the amount of belongings does not preclude renting

the suite, the Company may clear the unit and charge you ~~or your legal representative~~ for moving and storing the items at a rate equal to the actual cost to the Community, not to exceed 20% of the regular rate for the unit, provided that fourteen (14) days' advance written notification is given. If the resident's possessions are not claimed within forty-five (45) days after notification, the Company may dispose of them. You will provide written notice of a forwarding address where you can be reached and receive mail. Termination will not release you or us from any liability or obligation to the other party under the terms of this Agreement. GR/PT

**V. AGREEMENT TO ARBITRATE.**

Should any of sub-sections A & B provided below, or any part thereof, be deemed void or invalid, the validity of the remaining sub-sections, or parts thereof, will not be affected. GR/PT

**A. ARBITRATION PROCEEDINGS.**

1. Any and all claims or controversies arising out of, or in any way relating to, this Agreement or any of your stays at the Community, excluding any action for involuntary transfer or discharge or eviction, and including disputes regarding interpretation, scope, enforceability, unconscionability, waiver, preemption and/or violability of this Agreement, whether arising out of State or Federal law, whether existing or arising in the future, whether for statutory, compensatory or punitive damages and whether sounding in breach of contract, tort or breach of statutory duties (including, without limitation, any claim based on Florida Statutes § 429.28 entitled Resident Bill of Rights, and any successor or replacement statute and/or § 429.29 entitled Civil Actions to Enforce Rights, and any successor or replacement statute, or a claim for unpaid Basic Service or Personal Service charges), irrespective of the basis for the duty or the legal theories upon which the claim is asserted, shall be submitted to binding arbitration, as provided below, and shall not be filed in a court of law. **The parties to this Agreement further understand that a judge and/or jury will not decide their case.**
2. The parties hereby expressly agree that this Arbitration Provision, this Agreement and the Resident's stays at the Community substantially involve interstate commerce, and stipulate that the Federal Arbitration Act ("FAA") shall exclusively apply to the interpretation and enforcement of this Agreement, and shall preempt any inconsistent State law and shall not be reverse preempted by the McCarran-Ferguson Act; United States Code Title 15, Chapter 20, or other law. Any party who demands arbitration must do so for all claims or controversies that are known, or reasonably should have been known, by the date of the demand for arbitration, and if learned of during the course of the arbitration proceeding shall amend the claims or controversies to reflect the same. All current damages and reasonably foreseeable damages arising out of such claims or controversies shall also be incorporated into the initial demand or amendment thereto.
3. A demand for Arbitration by you, your legal representative, a person or organization acting on your behalf with your consent, or the personal representative of your estate (collectively "Resident Party") shall be made in writing and submitted to Timothy Cesar, Brookdale Senior Living Inc., 6737 W. Washington St. #2300, Milwaukee, WI 53214, via certified mail, return receipt requested. Demand for Arbitration by us shall be made in writing and submitted to you or your agent, representative, successor or assign and/or your legal representative via certified mail, return receipt requested. A demand for arbitration shall not be made by either party until the parties comply with the requirements of Florida Statute § 429.293, and any successor or replacement statute. The parties further agree that at completion of an unsuccessful statutory mediation,



- arbitration rather than a trial will be conducted consistent with this provision.
4. The arbitration proceedings shall take place in the county in which the Community is located, unless agreed to otherwise by mutual consent of the parties.
  5. The arbitration panel shall be composed of one (1) arbitrator. Subject to the requirements of section A.5, the parties shall agree upon an arbitrator that must be a member of the Florida Bar with at least ten (10) years of experience as an attorney. If the parties cannot reach an agreement on an arbitrator within twenty (20) days of receipt of the Demand for Arbitration, then each party will select an arbitrator. These arbitrators will act only for the purpose of appointing a sole arbitrator to hear the case, subject to the criteria above. If either party fails to select their arbitrator within the (20) days mentioned above, they effectively forfeit their right to choose an arbitrator. CR/PA
  6. The arbitrator shall be unbiased of all parties, witnesses, and legal counsel. No past or present officer, director, affiliate, subsidiary, or employee of a party, witness, or legal counsel may serve as an arbitrator in the proceeding.
  7. Discovery in the arbitration proceeding shall be governed by the Florida Rules of Civil Procedure. However, discovery may be modified by agreement of the parties.
  8. The arbitrator shall designate a time and place within the county in which the Community is located, for the arbitration hearing and shall provide thirty (30) days' notice to the parties of the arbitration hearing.
  9. The arbitrator shall apply the Florida Rules of Evidence and Florida Rules of Civil Procedure in the arbitration proceeding except where otherwise stated in this Agreement. Also, the arbitrator shall apply, and the arbitration decision shall be consistent with, Florida law except as otherwise stated in this Arbitration Provision.
  10. The arbitration decision should be signed by the arbitrator and delivered to the parties and their counsel within thirty (30) days following the conclusion of the arbitration. The decision shall set forth in detail the arbitrator's findings of fact and conclusions of law.
  11. The arbitrator's decision shall be final and binding and such decision may only be vacated or modified as allowed by the Federal Arbitration Act.
  12. The arbitrator's fees and costs associated with the arbitration shall be divided equally among the parties. The parties shall bear their own attorneys' fees and costs and hereby expressly waive any right to recover attorney fees or costs, actual or statutory.
  13. The arbitration proceeding shall remain confidential in all respects, including the Demand for Arbitration, all arbitration filings, deposition transcripts, documents produced or obtained in discovery, or other material provided by and exchanged between the parties and the arbitrator's findings of fact and conclusions of law. Following receipt of the arbitrator's decision, each party agrees to return to the producing party within thirty (30) days the original and all copies of documents exchanged in discovery and at the arbitration hearing, except those documents required to be retained by counsel pursuant to law. Further, the parties to the arbitration also agree not to discuss the amount of the arbitration award or any settlement, the names of the parties, or name/location of the Community except as required by law.
  14. This Arbitration Provision binds third parties not signatories to this Arbitration Provision, including any spouse, children, heir, representatives, agents, executors, administrators, successors, family members, or other persons claiming through the Resident, or persons claiming through the Resident's estate, whether such third parties

make a claim in a representative capacity or in a personal capacity. Any claims or grievances against the Community or the Community's corporate parent, subsidiaries, affiliates, employees, officers or directors shall also be subject to and resolved in accordance with this Arbitration Provision.

GR/AA

15. The terms of this Arbitration Provision are severable.

16. The Arbitration Provision shall survive your death.

**B. BENEFITS OF ARBITRATION.** The parties' decision to select arbitration is supported by the potential cost-effectiveness and time-savings offered by selecting arbitration, which may avoid the expense and delay of judicial resolution in the court system. The parties' decision to select arbitration is supported by the potential benefit of preserving the availability, viability, and insurability of a long term care company for the elderly and disabled in Florida, by limiting such company's exposure to liability. With this Agreement, we are better able to offer our services and accommodations at a rate that is more affordable to you. In terms of the potential time-savings offered by selecting arbitration, the parties recognize that selecting a quick method of resolution is potentially to a resident's advantage.

You and/or your legal representative understand that other long term care companies' Agreements may not contain an arbitration provision. The parties agree that the reasons stated above are proper consideration for the acceptance of the Arbitration Provision. The undersigned acknowledges that he or she has been encouraged to discuss this Agreement with an attorney.

The parties to this Agreement further understand that a judge and/or a jury will not decide their case.

**VI. MISCELLANEOUS.**

**A. WAIVER OF TRIAL BY JURY.** If a court determines that the Arbitration Provision provided above is invalid, the parties express their desire to waive a jury trial and resolve any claims in the appropriate court solely before a judge.

**B. NON-DISCRIMINATION.** We operate on a non-discriminatory basis and afford equal treatment and access to services to eligible persons regardless of race, religion, color, national origin, sex, disability or any other category protected by applicable law. We respect all religious faiths and do not have any specific religious affiliation.

**C. RISK AGREEMENT.** You are responsible for your personal, financial and health care decisions. You are also responsible for maintaining health, personal property, liability, automobile (if applicable), and other insurance coverages in adequate amounts. You agree to obtain insurance in an amount adequate to cover your personal property and your general liability. You acknowledge that we do not insure your person or property. You understand and agree that:

1. We may encourage you to participate in community, leisure, and social activities and to maintain an appropriate level of independence in activities of daily living, as well as your personal and financial affairs;
2. Independent activities, responsibility for personal, financial, and health care decisions, and lifestyle and care preferences may involve risks of personal injury and/or property damage or loss;
3. Throughout the Community, there may be public balconies and/or a balcony in your Apartment. If you choose to use such balcony, you do so at your own risk. We are not

responsible for any injury that may result from use of a balcony. We are also not responsible for damage or loss of any property used or placed on a balcony;

4. The standard of service for an assisted living community does not include one-on-one care, assistance or supervision, e.g., one resident assistant for each Resident, or immediate response to non-emergent needs. There may be short and long periods of time in which you will be left alone, unsupervised such as while watching television, listening to music, reading, and sleeping at night;
5. We make no representations or guarantees that our associates can prevent falls. We do not represent or guarantee that your health condition will not change or deteriorate;
6. We make no representations or guarantees that our associates can prevent the onset of skin break down or the worsening of existing skin break down;
7. Our services may not meet all of your personal, social, or health care needs and we will attempt to assist you in arranging for such services which are not included in this Agreement;
8. Many residents suffer from cognitive impairment, including Alzheimer's disease and dementia. This condition can cause unexpected behavior such as wandering, forgetfulness, agitation towards others and confusion. We make no representations or guarantees that we can predict the behavior of our residents. Therefore, we also make no representations or guarantees that we can always prevent a resident from wandering or attempting to wander from the Community, entering into a private area, misplacing or losing items or engaging in physical contact with another resident;
9. We make no representations or guarantees that we can prevent the loss of personal items, including but not limited to clothing, jewelry, dentures, hearing aides or other medical equipment. We will not be responsible for the loss of such items. We make no representations or guarantees that we can prevent theft or other criminal acts perpetrated by another resident or person; therefore, we recommend that valuables such as jewelry and large sums of money, not be kept at the Community. If you choose to bring in valuables, you do so at your own risk and we will not be held responsible for any theft or loss of such items;
10. Due to state regulations and fire code, we may not lock our exterior doors against exiting. Therefore, we cannot guarantee that a resident will not wander from the Community. Some buildings have exterior doors that are alarmed with a delayed egress feature and our systems are designed to alert our associates to respond and assist a resident if they wander from the building.

You understand and agree to assume the risks inherent in this Agreement. You agree to hold us, our associates and agents harmless for any damages, injury or other loss resulting from: (1) reasonable acts or omissions made in good faith; (2) action by a third party, fire, water, theft or the elements; or (3) loss of personal property.

- D. **ELOPEMENT**. If you are identified by the Community as being at risk for elopement, you will be required to wear identification containing your name and the Community name, address and telephone number.
- E. **PETS**. The Community's pet policy is described in the Addendum to the Residency Agreement.
- F. **SMOKING**. Except as otherwise set forth in the Addendum to the Residency Agreement, smoking is not permitted in any part of the Community.

- G. **WEAPONS.** Weapons, as defined by us, are not allowed in the Community or on Community property. This includes but is not limited to firearms, explosive materials, ammunition, and collectible or antique weapons.
- H. **NO TENANCY INTEREST.** You have none of the rights of a tenant under this Agreement, subject to applicable state law.
- I. **ASSIGNMENT.** This Agreement is not assignable without our prior written consent. Our rights and obligations may be assigned to any person or entity which will be responsible to ensure our obligations under this Agreement are satisfied in full from the date of notification. We may engage another person or entity to perform any or all of the services under this Agreement.
- J. **AMENDMENTS.** This Agreement and any written amendments constitute the entire agreement between the parties and supersede all prior and contemporaneous discussions, representations, correspondence, and agreements whether oral or written. Except for our right to modify fees, rates and charges, amend services provided and establish and modify reasonable operating procedures and rules for the general welfare and safety of the residents, this Agreement may be amended only in writing signed by both parties.
- K. **SEVERANCE.** Should any part of this Agreement be invalid, the validity of the other parts of this Agreement will not be affected.
- L. **FINANCIAL RESPONSIBILITY.** You have designated a Guarantor, who has agreed to the terms of the attached Statement of Financial Responsibility.
- M. **SUBORDINATION.** This Agreement and the parties' rights hereunder are subordinate to any lease, mortgage or deed of trust placed upon the Community, but you may remain in your Suite so long as you comply with the provision of this Agreement.
- N. **REPRESENTATION AND WARRANTY.** By executing this Agreement you represent and warrant that all representations made by you or on your behalf, whether written or verbal, with respect to your application for admission to the Community were true when made. You understand that we rely upon the truthfulness of this information in making our decision to enter into this Agreement. Your application forms, including personal data forms, statement of financial condition (if applicable), health history and medical reports submitted by you or on your behalf to us, are incorporated by reference into this Agreement and made an express part of it. You understand and agree that any material misrepresentation or omission made by you or on your behalf in connection with these documents shall make this Agreement voidable at our option, to the extent permitted by law.
- O. **CHOICE.** You have a choice of providers for private sitters, therapy, rehabilitation, home health, hospice and other health care services. As part of the complement of services offered by the Company and its affiliates, therapy, rehabilitation, home health, hospice or other services may be available at the Community through Company affiliates. If you require such services, Community associates will assist you in obtaining such services from Company affiliates or another service provider of your choice.
- P. **OBLIGATORY INFORMATION.** You agree to provide accurate, complete and current information about yourself and about any emergency contact, including but not limited to addresses, phone numbers, and email address. You understand that you must promptly notify us of changes to the information stated above. If you do not have advance directives

in place, you understand that a court may appoint a guardian to make decisions on your behalf if you are no longer able to do so. Neither we nor any of our associates or agents may be your guardian. If it is necessary for us to petition the court for appointment of a guardian, you agree to pay any costs associated therein.

- Q. **ASSIGNMENT OF BENEFITS.** To the extent that the Community participates in a government payor program, long term care insurance program or other insurance program ("Third Party Payor") of which you are a beneficiary, you authorize us to disclose any medical or administrative information and request payment. You certify that the information given in applying for payment from such Third Party Payor is correct. You authorize release of all medical and administrative records required to act on this request and request that payment of authorized benefits be made on your behalf. You authorize us to disclose any medical or administrative information required in the processing of applications for financial coverage for services rendered. To the extent permitted by your Third Party Payor, you authorize direct payment of all benefits to us.
- R. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
- S. **NOTICES.** Notices will be written and given by personal delivery or mailing by regular mail, postage pre-paid to the following or such other persons or places as the parties may notify each other. Notices shall be deemed given based upon the date personally delivered or upon the date postmarked.

**Company:**  
Executive Director at Community  
(At the Community)

**Resident:**  
(At the Community)

**Legal Representative/Responsible Party:**  
(as noted below)

We believe it is important to disclose all services and fees to the best of our ability and in accordance with the law. We recommend that you consult with legal counsel to ensure understanding of this Agreement before signing.

BY THEIR SIGNATURES, the parties or their representatives have executed this Agreement. \*

*Gloria Kuntan under guardianship*  
*AAR/Jeanann Haygood MSW* \_\_\_\_\_ *6/1/16*  
Resident/Legal Representative Date

For Company \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**LEGAL REPRESENTATIVE/RESPONSIBLE PARTY ADDRESS:**  
Name: *Adult Advocacy & Representation*  
~~Aging Solutions, INC~~ Guardian  
Address: C/O Jeanann Haygood PO Box 342095 Tampa FL 33694  
Phone Nos.: (813) 949-2700  
Email: jeannanhaygood@aar-fl.com

\* FL Stat 744.358 states that a guardian is not personally responsible for the debts of the ward. Gloria Kuntan is the responsible party. The role of AAR is solely to manage assets.

**OTHER RELATED MATERIALS**  
1. Resident Bill of Rights

2. Community Handbook
3. Emergency Evacuation Plan
4. Admissions Package
5. Medical Records Release (if additional permission is required under state law or necessary to address a use or disclosure not covered by Section I(L))
6. Personal Service Assessment
7. Personalized Service Plan

**ATTACHMENTS INCLUDED**

- Addendum for Community-Specific Basic Services and Operating Policies
- Exhibit A - Schedule of Services and Rates
- Exhibit B - Statement of Financial Responsibility
- Exhibit C - Pharmacy Services Agreement
- Exhibit D - Informed Consent to Assistance with Medication by Unlicensed Personnel
- Exhibit E - Services that May be Performed by an Assisted Living Facility
- Exhibit F - Beneficiary Designation Form

**ADDITIONAL EXHIBITS TO ATTACH AS PART OF THE AGREEMENT:**

- X. Select Services List
- Y. Therapeutic Services List
- Z. Assessment Price Schedule

**EXHIBIT A  
SCHEDULE OF SERVICES AND RATES**

Resident Gloria Runton  
Suite Type and Number #204 Studio

**COMMUNITY FEE (Prior to Move-in)** \$0.00  
**BASIC SERVICE RATE** \$3,640.00  
(Check below if applicable)

The Basic Service Rate above is the Basic Service Rate for a Companion Suite. If the Companion Suite converts to single occupancy, the Basic Service Rate will adjust to the then current single occupancy Basic Service Rate for such Suite.

**PERSONAL SERVICE RATE** \$  
(The current Personal Service Price Schedule is attached as Exhibit Z)  
(See attached Personal Service Rate Report)

**MONTHLY SERVICE RATE** \$  
(Add Basic Service Rate and Personal Service Rate)

**SELECT SERVICES AND THERAPEUTIC SERVICES** \$\*  
(The Select Service List and Therapeutic Services List are attached as Exhibits X and Y)  
\*Amount varies based upon monthly usage.

I acknowledge receipt of Exhibits X, Y and Z and agree to the above Schedule of Services and Rates to commence as of June 1, 2016. I understand and agree that the Company has the right to change these rates and/or change the services provided in accordance with the provisions of the Residency Agreement.

\* Gloria Runton under guardianship  
AAIC / Glenn Haysford Msw 6/1/16  
Resident/Legal Representative Date

\_\_\_\_\_  
For Company Title Date

\* FL Stat 744.358: Guardian is not personally responsible for the debts of the Ward.

**EXHIBIT B  
STATEMENT OF FINANCIAL RESPONSIBILITY**

Aging Solutions, INC- Guardian ("Guarantor" or "you") and BLC Tampa-GC, LLC d/b/a Brookdale Bayshore (the "Company," "us," "we" or "our"). agree as follows:

The Resident named in the attached Residency Agreement desires to live at the Community and we are willing to enter into the Residency Agreement if the Resident has an individual who is willing to fulfill the conditions of this Statement of Financial Responsibility; and

In consideration for our accepting the Resident into the Community, you agree to fulfill the provisions of this Statement of Financial Responsibility. if and as necessary.

Therefore, in consideration of the mutual covenants contained in this Statement of Financial Responsibility, the parties agree as follows:

- I. **PERSONAL ASSISTANCE.** In the event the condition of the Resident requires such assistance, and upon our request, you will assist Resident or legally responsible person, as necessary by:
  - A. Participating with our associates in evaluating Resident's needs and in planning and implementing an appropriate plan for Resident's care;
  - B. Maintaining Resident's welfare and fulfilling Resident's obligations under the Residency Agreement;
  - C. Relocating Resident following termination and removing the Resident's property;
  - D. Transferring Resident to a hospital, nursing home, or other facility in the event that Resident requires care we do not offer;
  - E. Making necessary arrangements for funeral services and burial in the event of death.
- II. **FINANCIAL RESPONSIBILITY.** If Resident fails to make payments due to us under the Residency Agreement, you agree to pay us such amounts within thirty (30) days of receiving written notice of nonpayment.
- III. **REVIEW OF RESIDENCY AGREEMENT.** You acknowledge that you have received and reviewed a copy of the Residency Agreement, and have had an opportunity to ask questions.

BY THEIR SIGNATURES, the parties have executed this Agreement to be effective as of June 1,

2016.  
 \* Gloria Runtan under guardianship  
AAR Jeannan Haygood 6/1/16  
 Guarantor Social Security No. D.L. No. Date

For the Company Title Date

**SEND NOTICES TO GUARANTOR AT:**

Address: C/O Jeannan Haygood PO Box 342095 Tampa FL 33694  
 Home and Work Phone Nos.: (813) 949-2700  
 Cell Phone No.: (813) 949-1888  
 Email Address: jeannanhaygood@aar-fl.com

\* FL Stat 744.358: Guardian is not personally responsible for the debts of the Ward. The role of AAR is solely to manage assets.  
 Florida Brookdale Bayshore 16 Rev. 6-15-15



**Exhibit C  
Pharmacy Services Agreement**

We work closely with pharmacy providers to meet the needs of our residents. Preferred Pharmacy providers are chosen based upon their ability to provide services to our residents to enhance their health and wellness. Important services include:

- Medication packaging that meets our safety standards
- Ongoing medication regimen reviews to include potential negative drug or allergic interactions
- Recommending therapeutic substitutions and offering generic substitutions when appropriate
- Alerts for Physicians and our Associates when there is duplication of prescriptions
- Accept most insurance plans and will bill you directly\*
- Routine (daily) and emergency delivery 24-hours a day, 7 days a week.

Guardian is our Preferred Provider for pharmacy services ("Preferred Provider"). Our Preferred Provider strives to have competitive prices and allows us to use one distribution system within our community.

Participation with our community's Preferred Provider is strongly encouraged. Should you choose not to use the community's pharmacy provider, you may incur fees as set forth in Exhibit X:

- Non Preferred Pharmacy Fee (additional administrative oversight required)
- Non-Standard Packaged Medications Fee (additional administrative oversight required) if the pharmacy is unable to provide medications in a unit dose packaging system

You also assume responsibility for the following:

- Medications packaged in a unit dose packaging system to meet our medication management standards
- Ordering, re-ordering and pick up of medications

If medications are not delivered within two days prior to their depletion, the community will reorder medications from the Preferred Provider.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE TERMS OF THIS PHARMACY SERVICE AGREEMENT.

*Gloria Runtom under guardianship*  
*AAE/Jeanmaria Kayser MSW*  
Resident and/or Responsible Party

4/1/16  
Date

\*Some prescribed medications may not be covered by your insurance or Med D plan. Payment of these medication charges is the responsibility of the resident.

Revised 3/22/2016

**EXHIBIT D  
INFORMED CONSENT TO ASSISTANCE WITH  
MEDICATION BY UNLICENSED PERSONNEL**

Assisted living facility (ALF) law permits the Company to administer medications to residents if the Company has a licensed nurse on staff, or to assist residents with self-administered medication (§ 429.256, F.S., and any successor or replacement statute).

Under ALF law, "assistance with self-administered medication" means that trained, unlicensed staff can help a person to self-administer their medications by performing such tasks as bringing the resident's medication to the resident; reading a prescription label and removing a prescribed amount of medication from the container; placing the medication in the resident's hand or in another container and helping the resident to lift it to their mouth; applying topical medications; returning the medication to storage; and keeping a record of medications that the resident has self-administered.

"Assistance with self-administration" does not include calculating medication dosages; putting the medications in a resident's mouth; preparing or administering injections; applying rectal, urethral, or vaginal preparations; administering medications by way of a tube inserted in a body cavity; administering parenteral preparations; conducting irrigations or using debriding agents for treating skin conditions; administering medications through intermittent positive pressure breathing machines or nebulizers; or performing any medication task which requires judgment or discretion. The unlicensed individual who will be providing "assistance" must have completed a 4-hour training course and has demonstrated their ability to assist you.

At the Company, staff assisting residents with self-administration:  will or,  will not be overseen by either a registered nurse, R.N., or licensed practical nurse, L.P.N.

I have been informed of this policy and agree to have trained, unlicensed Community staff provide me with assistance in self-administering my medications.

*Gloria Runtan under guardianship*  
*AAPE/ Jannet Haygood Maw*  
Resident/Legal Representative

*6/1/16*  
Date

**EXHIBIT E**  
**SERVICES THAT MAY BE PERFORMED BY AN ASSISTED LIVING FACILITY**

**With a STANDARD ALF LICENSE:**

1. Provide assistance with, or supervision of, activities of daily living, including ambulation, bathing, eating, grooming, toileting, and transferring.  
“Assistance” means direct physical assistance with ADLs rather than actually performing the task for the resident; however, facility staff may feed residents who are unable to feed themselves. This is the only exception.  
Supervision of ADLs includes reminding residents to engage in specific activities and, when necessary, observing or providing verbal cueing to assist residents while they perform them, as is often the case with residents who have Alzheimer’s disease or other forms of advanced dementia.
2. Assistance with self-administered medication by reminding residents to take the medication, opening bottle caps for residents, opening pre-packaged medications for residents, reading the medication labels to residents, observing resident while they take medication, checking self-administered dosage against the label on the container, reassuring residents that they have obtained and are taking the dosages prescribed keeping daily records of when residents receive supervision, reporting noticeable changes in the condition of the resident; taking a properly labeled insulin syringe that is prefilled by a pharmacist or a properly labeled insulin pen that is prefilled by the manufacturer, from its place of storage and bringing it to the resident; using a nebulizer, including removing the cap of a nebulizer, opening the unit dose of nebulizer solution, and pouring the prescribed premeasured dose of medication into the dispensing cup of the nebulizer; using a glucometer to perform blood glucose level checks; putting on and taking off anti-embolism stockings; applying and removing an oxygen cannula, but not with titrating the prescribed oxygen settings; use of a continuous positive airway pressure device but not with titrating the prescribed setting of the device; measuring of vital signs; and assisting with the use of colostomy bags.
3. Employ an RN or LPN to administer medication, including injections; blood glucose testing; give pre-packaged enemas when ordered by physician, observe residents, and report observation to a physician.
4. Effective October 1, 1993, may delegate responsibility for taking resident vital signs to a certified nursing assistant under the direction of a licensed nurse or physician.

**EXHIBIT F  
BENEFICIARY DESIGNATION FORM**

Under Florida law, in the event of the death of a resident, we must return all refunds, funds, and property to be held in trust to a resident's personal representative, if one has been appointed at the time we disburse such funds. If no personal representative has been appointed, we are to return all refunds, funds, and property to a resident's spouse or adult next of kin named in this Beneficiary Designation Form, which we are required to provide to you by § 429.27 of the Florida Statutes, and any successor or replacement statute. Pursuant to § 429.27(7) of the Florida Statutes, all property held in trust by the facility shall be placed in an interest-bearing account until disbursed.

I, Gloria Runtan, hereby designate  
AAR guardian, to be my beneficiary in the  
(Name and Relationship of Designee)

event I die and no personal representative has been appointed. I understand and authorize the Company to return all refunds, funds, and property to the beneficiary named in this document if no personal representative has been appointed.

Gloria Runtan under guardianship  
AAR/Janet Haygood MSW 6/1/16  
Resident/Legal Representative Date

### Exhibit X-Select Services List

Available at this Community	Service	Per Occurrence Price	Monthly Recurring Price
<input type="checkbox"/>	<b>Non-refundable Pet Fee</b>	\$250.00	
<input type="checkbox"/>	<b>Installation of Flat Screen TV</b> <i>Must supply mounting bracket &amp; 6 ft surge protector</i>	\$75.00	
<input type="checkbox"/>	<b>Personal Solutions Incontinence Products</b>		details available at Nursing Station
<input type="checkbox"/>	<b>Personal Concierge Services</b> <i>Rates for holidays are higher. Check with Concierge for details.</i>	starting at \$17.00/hour	
<b>Supplies</b>			
<input type="checkbox"/>	Gloves	\$3.75/box	n/a
<input type="checkbox"/>	Briefs	\$1.50/each	n/a
<input type="checkbox"/>	Wipes	\$5.00/pack	n/a
<input type="checkbox"/>	Adjustable Toilet Handrails	\$40.00/each	n/a
<input type="checkbox"/>	Shower Chair with Back	\$50.00/each	n/a
<input type="checkbox"/>	Raised Toilet Seat	\$60.00/each	n/a
<b>Meals</b>			
<input type="checkbox"/>	Breakfast (Guest)	\$6.00/meal	n/a
<input type="checkbox"/>	Lunch (Guest)	\$7.50/meal	n/a
<input type="checkbox"/>	Dinner (Guest)	\$13.50/meal	n/a
<input type="checkbox"/>	Room Service Delivery (additional fee)	\$6.00/meal	~~
<b>Additional Services</b>			
<input type="checkbox"/>	Daily Bed Making	~~	\$75/month
<input type="checkbox"/>	Daily Trash Removal	~~	\$75/month
<input type="checkbox"/>	Personal Laundry (1 load included weekly for AL residents)	~~	\$60/month
<input type="checkbox"/>	Additional Bag	\$15.00/bag	n/a
<input checked="" type="checkbox"/>	Emergency Call Pendant Monitoring Fee Pendant Number-_____	~~	\$15.00/month
<input type="checkbox"/>	Emergency Call Pendant Replacement Fee	\$150 each	~~
<input type="checkbox"/>	Uncovered Parking		no charge
<input type="checkbox"/>	Covered Parking	~~	\$75.00/month
<input type="checkbox"/>	Additional Apartment and/or mailbox keys	\$5.00/each	~~
<input type="checkbox"/>	Basic Universal Remote (channel & volume only)	\$20.00 each	
<input type="checkbox"/>	Other: _____	\$ _____	\$ _____

*Assisted Living residents have included with Personal Service Pricing one load of personal laundry per week.*

*Gloria Rinton under guardianship*  
*ARR/Jenna Fitzgerald MSW*  
 \_\_\_\_\_  
 Signature and Date

*prices effective 1/1/2016*

### Exhibit Y-Therapeutic Services List

Available at this Community	Service	Per Occurrence Price	Monthly Recurring Price
<input type="checkbox"/>	Nutrition - Physician Ordered Nutritional Monitoring	---	\$160/month
<input type="checkbox"/>	T. B. Skin Test	\$30	n/a
<input type="checkbox"/>	Dressing Change for Skin Tear/Abrasion <i>Initial First Aid only</i>	\$10	n/a

Other services are offered through your choice of Home Health companies.  
 Speak with one of the Assisted Living nurses for any questions and clarification.

Exhibit Z



Price Schedule

Report Run: 12/4/2015 14:30  
 As of Date: 12/04/2015  
 Community: Brookdale Bayshore  
 Pricing Code: AL-v2-PoM

Assessed care needs are priced by Care Groups as shown below. For each section (i.e. Nutrition, Dressing and Grooming) within a Care Group, the price comes from the last question with a charge in that section that has a "Yes" answer on the Assessment. The Personal Service Rate for the Care Groups equals the lesser of the sum of sections within each Care Group or the Predictable Maximum for that Care Group.

Choice Personal Services - utilized by most residents

Monthly Price

Medications	
1	Do you or your physician believe you need help to manage your medications?
1a	Do you or your physician believe you need help with any of the following? (ordering and coordinating meds, staff attention or physical assistance taking meds, storage of meds)
1b	Has your physician prescribed the following medications? (daily liquid fiber supplements, medicated lotions/creams/ointments, ear/eye drops or nasal spray, inhalers, medication patches and/or suppositories two or more times per week)
1c	Does your physician require any of the following because of the medications you take? (daily pulse/blood pressure/weight/bruising or bleeding monitoring)
1d	Do you or your physician believe you need help, such as additional preparation of medications due to swallowing difficulties? Examples include crushing and mixing with food.
2	Do you take 7 or more medications?
3	Do you take any of the following medications? (narcotic, antipsychotic and/or benzodiazepine)
Nutrition	
8	Do you believe you need dining help while eating?
9	Do you or your physician believe you have any nutritional needs other than regular, low fat, low cholesterol, and no added salt diets?
	• Carbohydrate controlled diet
	• Finger foods
	• Delivery of nutritional supplements (Excludes cost of supplement)
	• Consistency modified diets, such as texture modified, pureed, or thickened liquids
	• Special Diets, such as limited potassium, limited phosphorus, limited protein, vegetarian, or lactose controlled diet
10	Do you use adaptive equipment while eating?
Dressing & Grooming	
13	Do you need help with dressing and grooming?
13a	Do you need help with the set-up, selection, or laying out of clothes or grooming toiletries? Examples of grooming toiletries include toothpaste, shaving cream and deodorant.
13b	Do you need help, such as staff attention or physical assistance with any dressing tasks?
13c	Do you need help, such as staff attention or physical assistance with any grooming tasks? Examples of grooming tasks include putting on deodorant, combing hair, washing face, shaving and brushing teeth/dentures.
Showering or Bathing	
14	Do you need help with showering and bathing?
14a	Is showering set-up what you need? Examples of supplies include shampoo, soap, towels and safety devices.
14b	Is bathing set-up what you need? Examples of supplies include shampoo, soap, towels and safety devices.
14c	Is showering help what you need? Examples include staff attention or physical assistance.
14d	Is bathing help what you need? Examples include staff attention or physical assistance.
14e	Do you require help more than two (2) times per week?
	• 3 to 4 times per week
	• 5 to 6 times per week
	• Daily (7 times a week)
Bathroom Assistance	
15	Do you need help to use the bathroom?
15a	Do you need help, such as reminders to get to the bathroom but are able to use the bathroom on your own?
15b	Do you need help because you are unable to use the bathroom on your own? Examples include pulling up and down pants, handling toilet paper, wiping, changing protective undergarments and getting onto and off of toilet.
15c	Does the help you need in the bathroom require a schedule?
16	Do you use incontinence products?

<b>Escort &amp; Mobility</b>	
17 Do you need help going to and from the dining room and/or community activities?	\$258
18 Have you fallen in the past twelve months?	\$0
19 Do you use a mobility aid? Examples include cane, walker, wheelchair and scooter.	\$0
20 Do you use a bedside mobility device?	\$0

<b>Service Coordination</b>	
26 Do you need help to coordinate non-Brookdale services, such as doctor or dentist appointments, or scheduled lab services? Excludes transportation fees and companion fees.	\$51
27 Are you using or have you used other services such as private companion, therapy, home health or hospice in the last three months?	\$0

Choice Personal Services Predictable Maximum **\$1,656** ✓

**Comprehensive Care Options - utilized by fewer residents**

<b>Medications</b>	
4 Are you undergoing chemotherapy, radiation therapy or dialysis treatment?	---
4a. Do you or your physician believe you need help, such as specific care and/or monitoring because of the medications or treatments?	\$205

<b>Chronic Condition Management</b>	
5 Has your physician diagnosed any of the following chronic conditions? (COPD, HF, Parkinson's, Chronic Persistent Pain, Diabetes)	---
5a. Do you or your physician believe you need help, such as specific care and/or monitoring because of any of the above chronic conditions? Examples include skin observation, edema and activity tolerance.	\$102
5b. Do you have insulin-dependent diabetes?	\$0
5c. Do you or your physician believe you need help with any of the following? (supervise or perform blood sugar monitoring three or more times per week, staff attention while you administer or administration of insulin injections)	\$717
5d. Do you need help with your insulin management AND is your insulin dose adjusted based on your glucose readings (i.e. sliding scale)?	\$922

<b>Respiratory Equipment</b>	
6 Do you use oxygen or respiratory equipment?	\$154
6a. Do you or your physician believe you need help, such as staff attention or physical assistance with the use of oxygen or respiratory equipment?	\$564

<b>Nebulizer</b>	
7 Do you need help with the setup and cleaning of your scheduled nebulizer treatments?	\$358
7a. Do you need help such as staff attention or physical assistance during your scheduled nebulizer treatments?	\$1,332

<b>Nutrition</b>	
11 Do you or your physician believe you need help, such as direct staff attention or direct physical assistance while eating?	\$769
12 Do you need help, such as staff attention or physical assistance with a gastro-intestinal or other type of feeding tube?	\$1,179

<b>Dressing &amp; Grooming</b>	
13d. Are you unable to stand independently during dressing or grooming tasks needing weight-bearing or balance assistance from one associate?	\$307

<b>Bathroom Assistance</b>	
15d. Do you need help with routine urinary catheter or ostomy care? Examples may include non-nursing tasks such as emptying or cleaning catheter and/or ostomy bag.	\$102
15e. Do you need additional help because of uncontained bladder or bowel accidents? Examples may include washing and cleaning up (includes showering) after accidents, changing clothes, laundering soiled clothes and linens.	\$205
15f. Are you unable to stand independently while using the bathroom needing weight-bearing or balance assistance from one associate?	\$205

<b>Two Person or Mechanical Lift</b>	
21 Do you need a second person or a mechanical lift to help you with transfers? Examples include assistance moving between bed, chair, wheelchair and toilet.	\$1,076

<b>Cognitive / Psychosocial</b>	
22 Do you have memory loss or cognitive impairment?	---
22a. Do you need help, such as structure, attention or assistance to accomplish and/or participate in daily routines due to memory loss or cognitive impairment? Daily routines include dressing/grooming, showering/bathing, bathroom help and resident programs	\$307
22b. Do you engage in any of the following behaviors? (wandering requiring redirection, removing personal property of others, sleep/wake disturbances)	\$461



<b>Reluctance to Accept Care</b>	
23 Do you need additional staff involvement because you are verbally or physically reluctant to accept care? (assistance with medications, meals, dressing or grooming, showering or bathing, bathroom, escort)	\$410
<b>Behavior Management</b>	
24 Do you engage in any of the following behaviors? (dress or undress requiring additional attention, urinate in inappropriate places, demonstrate anxious/disruptive/obsessive behavior requiring additional attention, attempt to exit a building without needed supervision)	\$0
One of the above behaviors are checked.	\$236
Two of the above behaviors are checked.	\$564
Three or more of the above behaviors are checked.	\$974
<b>Skin Care</b>	
25 Do you have a wound(s)?	\$0
25a. Is the wound complex AND who will provide wound care?	
• One complex wound AND wound care is provided by Home Health	\$0
• One complex wound AND wound care is to be provided by the community.	Exh Y
• Two or more complex wounds AND wound care is provided by Home Health.	\$0
• Two or more complex wounds AND wound care is to be provided by the community.	Exh Y
<b>Smoking Assistance</b>	
28 Do you smoke or use other forms of tobacco?	\$51
28a. Do you need help with set-up or storage of smoking materials or other tobacco products?	\$102
28b. Do you need help, such as staff attention or physical assistance while smoking or using other tobacco products?	\$512
<b>Pet Care</b>	
29 Do you have a pet?	\$0
29a. What kind of pet do you have and do you need pet care assistance from Brookdale staff?	
• Resident has a pet other than a cat or dog AND cares for it on their own.	\$0
• Resident has a pet other than a cat or dog AND needs pet care assistance	\$205
• Resident has a cat AND cares for it on their own	\$0
• Resident has a cat AND needs pet care assistance.	\$205
• Resident has a dog AND cares for it on their own.	\$0
• Resident has a dog AND needs pet care assistance.	\$410
Comprehensive Care Options Predictable Maximum: <b>\$1,175</b> ✓	

- General questions, denoted with dashes (---) are not directly associated with a monthly price.
- Depending on licensure requirements and Brookdale policy, not all services listed may be available at the community.
- Contact the Executive Director to verify if a listed service is available or for more information.
- Additional service and care options exist through defined Select and Therapeutic Services.
- The Personal Service Rate does not include the cost of medications and/or supplies.
- Prices are subject to change in accordance with the terms of the Residency Agreement.

**ADDENDUM TO THE RESIDENCY AGREEMENT  
COMMUNITY-SPECIFIC BASIC SERVICES AND OPERATING POLICIES**

THIS ADDENDUM TO THE RESIDENCY AGREEMENT (the "Addendum"), dated June 1, 2016, is made between Gloria Runton ("Resident," "your" or "you") and BLC Tampa-GC, LLC d/b/a Brookdale Bayshore ("Company," "we" or "us") and modifies and is made part of the Residency Agreement dated as of the date hereof ("Residency Agreement").

1. **Utility Service.** You are responsible for paying for any utilities which are noted below as "Not Included" in the Basic Service Rate.

Utility	Included	Not Included
Gas and Electric	X	
Heat	X	
Air Conditioning	X	
Water	X	
Basic Cable/Satellite	X	
Premium Cable Channels		X
Internet		X
Telephone		X

2. **Dining Services.** No change from Section I.A.
3. **Housekeeping Services.** No change from Section I.A.
4. **Laundry and Linen Service.** We will launder your bed linens once a week as well as one load of personal laundry.
5. **Parking.** No change from Section I.A.
6. **Transportation.** The Community will provide scheduled routine transportation for medical, dental, financial and shopping within a fifteen (15) mile radius of the Community as well as for scheduled social and leisure activities. The Resident Handbook provides additional transportation guidelines.
7. **Pets.** You may have a household pet in your Suite, subject to (1) our prior written approval, (2) execution of a Pet Agreement, which is available upon request and (3) payment of any applicable pet fee or deposit. You agree to pay for any damage to our property or the property of others caused by your pet. We reserve the right to require the permanent removal of your pet for failure to adhere to the Pet Agreement or our applicable policies and rules, or if we have reason to believe that your pet poses a threat to others or the Community.

8. Smoking. Except for grandfathered residents, smoking is not permitted in any part of the Community.

9. Amendment. Except as otherwise amended by this Addendum, the terms and provisions of the Residency Agreement shall remain in full force and effect. Any term not otherwise defined in this Addendum shall have the meaning ascribed to such term in the Residency Agreement.

IN WITNESS WHEREOF, Resident and Company have executed this Addendum effective as of the date first listed above.

For the Company	Title	Date
* Gloria Runtun under guardianship AAE/ Juliana Heygood MSW		6/1/16
Resident/Legal Representative		Date

\* FL Stat 744.358: Guardian is not personally responsible for the debts of the Ward.

**SECOND ADDENDUM TO THE RESIDENCY AGREEMENT  
PEACE OF MIND PRICING**

THIS SECOND ADDENDUM TO THE RESIDENCY AGREEMENT (the "Second Addendum"), dated June 1, 2016, is made between Gloria Runton ("Resident," "you" or "you") and BLC Tampa-GC, LLC d/b/a Brookdale Bayshore ("Community," "we" or "us") and modifies and is made part of the Residency Agreement dated as of the date hereof ("Residency Agreement").

1. Section I.A, Basic Services shall be amended by the addition of the following paragraph:

**Assistance with Activities of Daily Living** - Such services may include assistance with eating, dressing, bathing, toileting, transferring or personal hygiene based on your needs as determined by your personal service plan. The fee for such assistance is not included in your Basic Service Rate, instead, if services are necessary, the fee is included in your Personal Service Rate, as shown on the fee schedule of Exhibit Z.

2. Section I.B, Personal Service Plan shall be revised to read as follows:

**Personal Service Plan.** Prior to moving in and periodically throughout your residency, we will use a personal service assessment to determine the personal services you require. The personal service assessment will be used to develop your Personal Service Plan. The results of the assessment and the cost of providing the additional personal services (the "Personal Service Rate") will be shared with you. Your initial Personal Service Rate is set forth in Exhibit A. Exhibit Z outlines the personal services within each Care Group along with their associated prices and Predictable Maximums.

3. Section III.F, Rate Changes shall be revised to read as follows:

**Rate Changes.** We will provide thirty (30) days written notice of any change in the rates for Basic Services, Personal Services, Select Services, Therapeutic Services, the Predictable Maximum related to Care Groups or monthly fees for services within each Care Group. We may offer or require a change in the Personal Service Plan when we determine additional services are requested or required. **The new Personal Service Rate is effectively immediately after written notice is given.**

Except as otherwise amended by this Addendum, the terms and provisions of the Residency Agreement shall remain in full force and effect. Any term not otherwise defined in this Second Addendum shall have the meaning ascribed to such term in the Residency Agreement.

IN WITNESS WHEREOF, Resident and Community have executed this Second Addendum effective as of the date first listed above.

Community	Title	Date
* <u>Gloria Runton</u> <u>AAI2/Janet Laygood</u>	<u>under guardianship</u> <u>M.S.</u>	<u>6/1/16</u>
Resident		Date

*Second Addendum (Peace of Mind)*

*June 2015*

\* *FL Stat 744.35? : Guardian is not personally responsible for the debts of the Ward.*

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

GLORIA RUNTON, by and through her guardian, ADULT ADVOCACY & REPRESENTATION, on her own behalf and all others similarly situated

(b) County of Residence of First Listed Plaintiff Hillsborough (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

J. Andrew Meyer, P.A., 15565 Gulf Boulevard, Redington Beach, Florida 33708, 727-709-7668

DEFENDANTS

BROOKDALE SENIOR LIVING, INC.

County of Residence of First Listed Defendant Broward (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State PTF 1 DEF 1
Citizen of Another State PTF 2 DEF 2
Citizen or Subject of a Foreign Country PTF 3 DEF 3
Incorporated or Principal Place of Business In This State PTF 4 DEF 4
Incorporated and Principal Place of Business In Another State PTF 5 DEF 5
Foreign Nation PTF 6 DEF 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. 1332(d)

Brief description of cause: Deceptive and Unfair Trade Practices

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: X Yes [ ] No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 04/04/2017 SIGNATURE OF ATTORNEY OF RECORD /s/ J. Andrew Meyer

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



GLORIA RUNTON, by and through her guardian,
ADULT ADVOCACY & REPRESENTATION, on her
own behalf and all others similarly situated

Plaintiff(s)

v.

BROOKDALE SENIOR LIVING, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) BROOKDALE SENIOR LIVING, INC.
c/o CORPORATION SERVICE COMPANY
1201 HAYES STREET
TALLAHASSEE, FLORIDA 32301

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you
are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ.
P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney,
whose name and address are:

J. ANDREW MEYER, ESQ.
J. ANDREW MEYER, P.A.
15565 GULF BOULEVARD
REDINGTON BEACH, FLORIDA 33708

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint.
You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Says Brookdale Senior Living 'Scheme' Defrauds Residents, Families](#)

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