

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

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

**NOTICE OF CLASS ACTION**

*A Pennsylvania Court has authorized this Notice. This is not a solicitation from a lawyer.  
You are not being sued.*

You are receiving this Notice because you or a family member has been identified as a present or former resident of Shannondell at Valley Forge (“Shannondell”) and a class member in a class action lawsuit that has been certified by the Court. As such, you may be entitled to money damages as a result of the lawsuit.

This Notice summarizes your rights.

The Court has certified the case as a Class Action, which means that it will proceed on behalf of a group or “Class” of persons that could include you.

This Notice describes the case and explains your rights and options as a class member. If you are part of the Class explained below, you must decide if you wish to stay within the Class and be bound by the results of the case, or if you wish to exclude yourself (“opt out”) in order to pursue your own lawsuit.

**Why did I get a Notice?**

The Court instructed that you be sent this Notice because the Court has certified a Class in a lawsuit that may affect you. You have legal rights and options that you may exercise before the Court conducts a trial. The purpose of the trial will be to decide whether Shannondell and/or its management company, Dell Management Services, Inc. (“Dell”), are liable to you for money damages for breach of Shannondell’s Residence and Care Agreement (“Agreement”) and/or for violation of the Pennsylvania Continuing Care Providers Registration and Disclosure Act<sup>1</sup> (“the Act”) and the Pennsylvania Unfair Trade Practices and Consumer Protection Law<sup>2</sup> (“UTPCPL”). The named Plaintiffs in this Action are bringing these claims on your behalf and with the assistance of Class Counsel.

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<sup>1</sup> 40 Pa. Stat. Ann. § 3201 *et seq.*

<sup>2</sup> 73 Pa. Stat. Ann. § 201-1 *et seq.*

The Court has certified two “Sub-Classes”:

1. Sub-Class One - All present or former Residents (or their legal representatives) of Shannondell at Valley Forge who signed a Residence and Care Agreement before February 1, 2013 and received an Entrance Fee refund after May 22, 2012 that included a Vacancy Fee deduction for Appliance Depreciation or Appliance Replacement Fees and/or Replacement Fees for Cabinets, Countertops or Other Materials.
2. Sub-Class Two - All present and former Residents (or their legal representatives) of Shannondell at Valley Forge who signed a Residence and Care Agreement and received an Entrance Fee refund before May 23, 2012 that included a Vacancy Fee deduction for Appliance Depreciation or Appliance Replacement Fees and/or Replacement Fees for Cabinets, Countertops or Other Materials.

Certain records indicate that you or someone for whom you are a legal representative resided at Shannondell, signed an Agreement before February 1, 2013, and that you or they received an Entrance Fee refund either before May 23, 2012 (Sub-Class Two) or after May 22, 2012 (Sub-Class One) that was subject to a Vacancy Fee deduction as described in the Sub-Class definitions.

### **What is the case about?**

Plaintiffs have brought this lawsuit because they allege that Shannondell breached the terms of its Agreement with certain residents, and that both Defendants violated the Act and the UTPCPL. Plaintiffs allege that Shannondell breached the Agreement and violated the law when it deducted “appliance depreciation,” “appliance replacement fees,” and/or replacement fees for cabinets, countertops, or other materials as part of the Vacancy Fee that Shannondell charged departing residents or their legal representatives; and that the manner in which it told Plaintiffs of the deduction was misleading.

Shannondell and Dell dispute these allegations and assert that the language of the Agreement permitted the deductions, that all Vacancy Fee deductions were disclosed, and that they complied with the requirements under the laws.

### **Who are the Parties and do I have a Lawyer?**

The Court has appointed Stephen Baer as the Class Representative for Sub-Class One, and Robert Levin and Janette Kalny as the Class Representatives for Sub-Class Two. Attorneys Larry Spector, Esquire and Jeremy Spiegel, Esquire have been appointed as Class Counsel:

Larry Spector, Esq.  
**Larry Spector P.C.**  
410 South 6<sup>th</sup> St.  
Philadelphia, PA 19147  
www.lspecter.com  
counsel@ShannondellClassAction.com  
Tel: (215) 264-0700

Jeremy Spiegel, Esq.  
**Law Office of Jeremy Spiegel**  
1 South Broad St., Suite 1500  
Philadelphia, PA 19107  
www.jeremyspiegellaw.com  
counsel@ShannondellClassAction.com

You will not be charged for the services of Class Counsel if no recovery is obtained. You do not need to expend any money to be part of the Class and you do not need to hire your own counsel to participate in the Class. If Class Counsel obtains money for the Class, they may ask the Court for reasonable attorneys’ fees and costs, which would be paid out of any funds recovered for the Class before distribution of the net proceeds to the Class.

You do not need to hire your own attorney, but you may. In order to hire your own attorney, you will need to “exclude” yourself from representation (see below). If you do elect to hire your own counsel, you will have to pay that attorney.

### **Where will the trial be held?**

The case is proceeding in the Court of Common Pleas in Montgomery County, Pennsylvania and will be decided under Pennsylvania law. Trial is not yet scheduled in this matter, but will likely take place in the second half of 2024. It is possible that the trial could be delayed or the case resolved or settled before trial. The class action website, [www.ShannondellClassAction.com](http://www.ShannondellClassAction.com), will be updated with additional information regarding the scheduling of trial when the information becomes available.

### **Is there any money available now?**

No. There is no money available now because the Court has not yet conducted a trial and the parties have not settled the case. If there is a money award or settlement, you will be notified at that time.

### **What if I do nothing?**

If you wish to remain part of the Class, you do not need to do anything at this time. By doing nothing, you will remain a Class Member. If you stay in the Class and the Class is successful at trial, you will be notified how you may be able to obtain a share of the money damages. However, if you do not exclude yourself, you will be legally bound by all of the Orders the Court issues and judgments the Court makes in this Class Action and will not be able to sue Shannondell outside of this case in connection with the charges deducted from your Entrance Fee Refund.

### **Can I opt out or exclude myself from the Class?**

**If you do not want to remain in this Class, you must request to be excluded.** If you wish to exclude yourself, you cannot get any money from this lawsuit, if any is awarded, but you will keep your right to file your own lawsuit against Shannondell, now or in the future.

To exclude yourself from the Class, you must do one of the following on or before **April 12, 2024**:

1. Send a letter indicating your desire to be excluded from the Class, along with your name, address, signature and, if applicable, that you are electing exclusion based on your legal representation of the Class Member to:

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

OR

2. Complete the enclosed form (“Exclusion Request Form”) and mail the form to the address provided on the Exclusion Request Form. You must include your name, address, and signature and, if applicable, if you are electing exclusion based on your legal representation of the Class Member. This Exclusion Request Form must be postmarked on or before **April 12, 2024**.

The election to exclude yourself or opt-out of the Class Action is a lasting legal decision. If you do not opt-out, you have agreed to proceed with class counsel as your representative and you will be bound by the result of the ensuing litigation, i.e. your recovery is limited to any recovery achieved by the class. If you do not opt-out, you will be barred from pursuing any individual action.

**What if I need further assistance or more information?**

If you have additional questions or need further assistance, please contact the lawyers appointed to represent the Class:

By telephone: (215) 264-0700

By E-Mail: [Counsel@ShannondellClassAction.com](mailto:Counsel@ShannondellClassAction.com)

Website: [www.ShannondellClassAction.com](http://www.ShannondellClassAction.com)

**PLEASE DO NOT TELEPHONE THE COURT OR THE MONTGOMERY COUNTY CLERK OF COURT'S OFFICE TO INQUIRE ABOUT THIS NOTICE.**