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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF MARIN**
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15 DONNA LEE SIMMONS, individually and on
16 behalf of others similarly situated, and as an
17 aggrieved employee and Private Attorney
General,

18 Plaintiff,

19 vs.

20 LIFEHOUSE, INC., a California nonprofit
21 corporation; and DOES 1 through 50,
inclusive,

22 Defendants.
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Case No.: CV0004079

*Assigned for All Purposes to: Hon. Sheila S.
Lichtblau, Dept. H*

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed: September 26, 2024
Trial Date None Set

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiff Donna Lee Simmons, individually and on behalf of the Class and as a Private Attorney General and Defendant Lifehouse, Inc.

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

3. “Class Counsel” means Protection Law Group, LLP.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks worked by each Class Member during the Class Period; (7) total Workweeks worked by each PAGA Member during the PAGA

Period; and (8) any other information required by the Settlement Administrator in order to effectuate the terms of the Settlement.

6. “Class” or “Class Members” means all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the Class Period.

7. “Class Period” means the period from September 26, 2020, through November 5, 2025.

8. “Class Representative” means Plaintiff Donna Lee Simmons in her capacity as representative of the Participating Class Members.

9. “Class Representative Enhancement Payment” means the amount that the Court authorizes to be paid to Plaintiff, in addition to her Individual Settlement Payments, in recognition of the efforts and risks she has taken in assisting with the prosecution of the Actions and in exchange for the General Release of her claims as provided herein.

10. “Court” means the Superior Court of the State of California for the County of Marin.

11. “Defendant” means Lifehouse, Inc.

12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.

13. “Final Approval” means the Court entering an order granting final approval of the Settlement Agreement.

14. “Gross Settlement Amount” means the sum of One Million One Hundred Thousand Dollars (\$1,100,000.00). The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will return to Defendant.

15. “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Participating Class Member and any payment a PAGA Member is eligible to receive from the employee portion of the PAGA Payment. Individual Settlement

1 Payments shall be paid by a Settlement Check made payable to Participating Class Members
2 and/or PAGA Members.

3 16. "Net Settlement Amount" means the funds available for payments to the Class,
4 which shall be amount remaining after the following amounts are deducted from the Gross
5 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
6 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff; and (5) the
7 PAGA Payment to the LWDA and PAGA Members.

8 17. "Notice" means the Notice of Class Action Settlement in a form substantially
9 similar to the form attached hereto as **Exhibit A**, that will be mailed to Class Members' last
10 known addresses and which will provide Class Members with information regarding the Actions
11 and information regarding the settlement of the Action.

12 18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
13 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

14 19. "PAGA Pay Period" means any Pay Period during which a PAGA Member
15 worked for Defendant for at least one day during the PAGA Period.

16 20. "PAGA Payment" means the amount that the Parties have agreed to allocate in
17 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
18 2698, *et seq.*)("PAGA"). The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of
19 the Gross Settlement Amount will be allocated to the resolution of Plaintiff's PAGA Claims.
20 Sixty-Five Percent (65%) of this amount (\$32,500.00) will be paid to the California Labor and
21 Workforce Development Agency in accordance with Labor Code §§ 2698 *et seq.* Thirty-Five
22 Percent (35%) of this amount (\$17,500.00), will be distributed to PAGA Members on a *pro rata*
23 basis, based on the total number of Pay Periods worked by each PAGA member during the
24 PAGA Period. PAGA Members will receive payment from the employee portion of the PAGA
25 Payment regardless of their decision to participate in the class action if the PAGA Payment is
26 approved by the Court.

27 21. "PAGA Period" means the period from September 26, 2023, through November
28 5, 2025.

22. "PAGA Members" means all current and former non-exempt employees of Defendant who were worked for Defendant in California at any time during the PAGA Period.

23. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.

24. "Participating Class Members" means all Class Members who do not submit valid and timely Requests for Exclusion.

25. "Plaintiff" means Donna Lee Simmons.

26. "Preliminary Approval" means the Court order granting preliminary approval of the Settlement Agreement.

27. "Objection" means a Participating Class Member's valid and timely written objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name, address, telephone number, last four digits of the employees social security number or employee ID number and (b) the name of the case and case number; and (c) a written statement of all grounds for the objection accompanied by legal support, if any, for such objection.

28. "Released Class Claims" means all claims arising during the Class Period that were alleged or reasonable could have been alleged based on the facts alleged in the operative complaint.

29. "Released PAGA Claims" means all claims for civil penalties for violations of the Labor Code arising during the PAGA Period that were alleged or reasonably could have been alleged based on the factual allegations alleged in the PAGA Notice to the LWDA sent by Plaintiff on September 26, 2024.

30. "Released Parties" means Defendant and its owners, officers, attorneys, employees, agents, insurers, predecessors and successors in interest.

31. "Request for Exclusion" means a valid and timely written statement submitted by a Class Member requesting to be excluded from the Action. To be effective, the Request for Exclusion must contain (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and

(b) a clear statement requesting to be excluded from the settlement of the class claims. To be effective, the Request for Exclusion must be post-marked by the Response Deadline and received by the Settlement Administrator. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

32. “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, or workweek disputes, will be extended fifteen (15) days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

33. “Settlement” means the disposition of the Actions pursuant to this Agreement.

34. “Settlement Administrator” means Phoenix Class Action Administration Solutions. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

35. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and

as requested by the Parties. Settlement Administration Costs shall not exceed Eleven Thousand Dollars (\$11,000.00).

36. “Workweek” shall mean any calendar week in which a Class Member worked at least 1 day for Defendant.

TERMS OF AGREEMENT

37. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payment, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

38. Potential Increase to the Gross Settlement Amount or Revision of Class/PAGA Period: Defendant has represented there are approximately 102,099 Workweeks in the Class Period. Should the actual number of Workweeks in the Class Period increase by more than ten percent (10%) (i.e. by more than 10,209 Workweeks) Defendant shall have the option to either (1) increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the Class Members above 10%. For example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will increase by 1%; or (2) cut off the end of the Class and PAGA Period on the date the workweeks meet this 10% threshold. In the event this provision is triggered, the Parties shall advise the Court of the revised settlement terms and obtain an order granting approval of the revised terms prior to sending Notice to the proposed settlement class.

39. Funding of the Gross Settlement Amount: Within seven (7) days of the Effective Date of the Settlement, Defendant will deposit one-half of the Gross Settlement Amount

1 (\$550,000.00) into a Qualified Settlement Fund (“QSF”) to be established by the Settlement
2 Administrator. Within twelve months of the Effective Date, Defendant shall fund the remaining
3 half of the Gross Settlement Amount (\$550,00.00) and all employer-side payroll taxes due on the
4 wage portion of employees individual Settlement Payments and shall deposit this payment into
5 the QSF established by the Settlement Administrator. Defendant shall provide all information
6 necessary for the Settlement Administrator to calculate necessary payroll taxes including its
7 official name, 8 digit state unemployment insurance tax ID number, and other information
8 requested by the Settlement Administrator at least thirty (30) days prior to the second funding
9 date.

10 40. Distribution of the Gross Settlement Amount: Within seven (7) days of the
11 compete funding of the Settlement and all applicable employer-side payroll taxes, the Settlement
12 Administrator will issue payments for: (a) Individual Settlement Payments; (b) the PAGA
13 Payment to the Labor and Workforce Development Agency; (c) the Class Representative
14 Enhancement Payment; (d) Class Counsel’s Fees and Costs and (e) Settlement Administration
15 Costs.

16 41. Attorneys’ Fees and Costs: Defendant agrees not to oppose any application or
17 motion by Class Counsel for attorneys’ fees of not more than Three Hundred and Eighty-Five
18 Thousand Dollars (\$385,000.00) plus the reimbursement of costs and expenses associated with
19 the litigation and settlement of the Action, in an amount not to exceed Twenty-Five Thousand
20 Dollars (\$25,000.00), both of which will be paid from the Gross Settlement Amount. Any
21 portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated
22 to the Net Settlement Amount and distributed to Participating Class Members as provided in this
23 Agreement.

24 42. Class Representative Enhancement Payment: Defendant agrees not to oppose or
25 object to any application or motion by Plaintiff for a Class Representative Enhancement Payment
26 of Ten Thousand Dollars (\$10,000.00). The Class Representative Enhancement Payment is in
27 exchange for Plaintiff’s time, effort, and risk in bringing and prosecuting the Action. Any portion
28 of the requested Class Representative Enhancement Payment that is not awarded to Plaintiff shall

be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

43. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Eleven Thousand Dollars (\$11,000.00)

44. PAGA Payment: Fifty Thousand Dollars (\$50,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay sixty-five percent (65%) of the PAGA Payment, i.e. Thirty Two Thousand Five Hundred Dollars (\$32,500.00), to the California Labor and Workforce Development Agency ("LWDA"). Thirty-five percent (35%) of this amount, i.e. Seventeen Thousand Five Hundred Dollars (\$17,500.00), will be distributed to PAGA Members on a *pro rata* basis based on the total number of pay periods worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

45. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	1,100,000.00
Enhancement Payments:	\$	10,000.00
Class Counsel's Fees:	\$	385,000.00
Class Counsel's Costs:	\$	25,000.00
PAGA Payment	\$	50,000.00
Settlement Administration Costs:	\$	11,000.00
Estimated Net Settlement Amount	\$	619,000.00

1 46. Individual Settlement Payment Calculations: Individual Settlement Payments will
2 be paid from the Net Settlement Amount and the 35% portion of the PAGA Payment allocated
3 for PAGA Members and shall be paid pursuant to the formula set forth herein:

4 a) Calculation of Class Portion of Individual Settlement Payments:
5 The Settlement Administrator will calculate the total Workweeks for all Participating Class
6 Members by adding the number of Workweeks worked by each Participating Class Member
7 during the Class Period. The respective Workweeks for each Participating Class Member will be
8 divided by the total Workweeks for all Participating Class Members, resulting in the Payment
9 Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio
10 will then be multiplied by the Net Settlement Amount to calculate each Participating Class
11 Member's estimated share of the Net Settlement Amount.

12 b) Calculation of PAGA Portion of Individual Settlement Payments:
13 The Settlement Administrator will calculate the total pay periods for all PAGA Members by
14 adding the number of pay periods worked by each PAGA Member during the PAGA Period. The
15 respective pay periods for each PAGA Member will then be divided by the total pay periods for
16 all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA
17 Member's Payment Ratio will then be multiplied by the 35% portion of the PAGA Payment to
18 calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall
19 receive this portion of their Individual Settlement Payment regardless of whether they opt out of
20 the participation regarding the class claims.

21 c) Allocation of Individual Settlement Payments: The Class Portion
22 of each Individual Settlement Payments will be allocated as follows: twenty percent (20%) of
23 each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be
24 allocated as interest, and forty percent (40%) shall be allocated as penalties. The PAGA Portion of
25 each Individual Settlement Payment will be allocated 100% as Penalties. The portion of the
26 Individual Settlement Payment allocated to wages will be reported by the Settlement
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1 Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an
2 IRS Form-1099 by the Settlement Administrator.

3 47. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
4 Participating Class Members under this Settlement, as well as any other payments made pursuant
5 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
6 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
7 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
8 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
9 affect any rights, contributions, or amounts to which any Class Members may be entitled under
10 any benefit plans.

11 48. Settlement Administration Process: The Parties agree to cooperate in the
12 administration of the Settlement and to make all reasonable efforts to control and minimize the
13 costs and expenses incurred in administration of the Settlement. The Settlement Administrator
14 will provide the following services:

- 15 a) Establish and maintain a Qualified Settlement Fund.
- 16 b) Calculate the Individual Settlement Payment each Participating Class
17 Member is eligible to receive and the portion of the PAGA Payment each
18 PAGA Member shall receive.
- 19 c) Print and mail the Notice.
- 20 d) Conduct additional address searches for mailed Notices that are returned
21 as undeliverable.
- 22 e) Process Requests for Exclusion, field inquiries from Class Members,
- 23 f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and
24 1099 Tax Forms and any other filings required by any governmental
25 taxing authority.
- 26 g) Provide declarations and/or other information to this Court as requested by
27 the Parties and/or the Court regarding the settlement administration
28 process.

1 h) Provide weekly status reports to counsel for the Parties.

2 i) Post settlement documents and a notice of final judgment online at
3 Settlement Administrator's website.

4 j) Translate the Notice from English to Spanish

5 49. Delivery of the Class List: Within fourteen (14) days of Preliminary Approval,
6 Defendant will provide the Class List to the Settlement Administrator. This is a material term of
7 the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the
8 Agreement.

9 50. Notice by First-Class U.S. Mail: Within seven (7) days after receiving the Class
10 List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via
11 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the
12 Class List.

13 51. Confirmation of Contact Information in the Class List: Prior to mailing, the
14 Settlement Administrator will perform a search based on the National Change of Address
15 Database for information to update and correct for any known or identifiable address changes.
16 Any Notice returned to the Settlement Administrator as non-deliverable on or before the
17 Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding
18 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing
19 on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly
20 attempt to determine the correct address using a skip-trace, or other search using the name,
21 address and/or Social Security number of the Class Member involved, and will then perform a
22 single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is
23 returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts
24 to obtain the current address from the Class Member and provide the same within seven (7) days
25 of notice from the Settlement Administrator. Those Class Members who receive a re-mailed
26 Notice, whether by skip-trace or by request, will have between the later of (a) an additional
27 fifteen (15) days or (b) the Response Deadline to postmark a Request for Exclusion, written
28 objection, or workweek dispute.

1 52. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
2 information regarding the nature of the Action; (b) a summary of the Settlement's principal
3 terms; (c) the Class definition; (d) the total number of Workweeks each respective Class Member
4 worked for Defendat during the Class Period; (e) each Class Member's estimated Individual
5 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates
6 which comprise the Class Period; (g) instructions on how to opt-out of and object to the
7 Settlement; (h) the deadlines by which the Class Member must postmark Requests for Exclusion,
8 Objections to the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth
9 herein; and (j) the date for the final approval hearing.

10 53. Disputed Information on Notice: Class Members will have an opportunity to
11 dispute the information provided in their Notice. To the extent Class Members dispute the
12 number of Workweeks with which they have been credited or the amount of their Individual
13 Settlement Payment, Class Members may produce evidence to the Settlement Administrator
14 showing that such information is inaccurate. Absent evidence rebutting Defendant's records,
15 Defendant's records will be presumed determinative. However, if a Class Member produces
16 evidence to the contrary by the Response Deadline, the Parties will evaluate the evidence
17 submitted by the Class Member regarding the number of eligible Workweeks that should be
18 applied and/or the Individual Settlement Payment to which the Class Member may be entitled. If
19 the Parties and the Class Member do not agree, the dispute will be submitted to the Court.

20 54. Defective Submissions: If a Class Member's Request for Exclusion is defective as
21 to the requirements listed herein, that Class Member will be given an opportunity to cure the
22 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
23 business days of receiving the defective submission to advise the Class Member that his or her
24 submission is defective and that the defect must be cured to render the Request for Exclusion
25 valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15)
26 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
27 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
28 Settlement Administrator will have no further obligation to give notice of a need to cure. If the

revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

55. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the Class Settlement must sign and postmark a written Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name, address, telephone number, and the last four digits of the Class Member's Social Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded from the settlement of the class claims. The date of the postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that were timely submitted. All Class Members who do not request exclusion from the Class Settlement will be bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the Court. The Request for Exclusion shall not be effective as to the release of claims arising under the Private Attorneys General Act.

56. Defendant's Right to Rescind: If ten percent (10%) or more of the Class Members elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this right and must make clear their intent to rescind the Agreement within fourteen (14) days of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration Costs incurred to the date of rescission.

57. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement. Class Members who opt-out of the Settlement shall not be bound by such Judgment or the Class

1 Release. However, the opt-out shall not be effective as to the release of claims arising under the
2 Private Attorneys General Act. The names of Class Members who have opted-out of the
3 settlement shall be disclosed to the Counsel for both Plaintiff and Defendant and noted in the
4 proposed Judgment submitted to the Court.

5 58. Objection Procedures: To object to the Settlement, a Participating Class Member
6 must postmark a valid Objection to the Settlement Administrator on or before the Response
7 Deadline. The Objection must be signed by the Participating Class Member and contain all
8 information required by this Settlement Agreement including the employees full name, address,
9 telephone number, the last four digits of their social security number and/or Employee ID
10 number, the name of the case and case number, and the specific reason including any legal
11 grounds for the Participating Class Members objection. The postmark date will be deemed the
12 exclusive means for determining that the Notice of Objection is timely. Participating Class
13 Members who fail to object in the manner specified above will be foreclosed from making a
14 written objection, but shall still have a right to appear at the Final Approval Hearing in order to
15 have their objections heard by the Court. At no time will any of the Parties or their counsel seek
16 to solicit or otherwise encourage Participating Class Members to submit written objections to the
17 Settlement or appeal from the Order and Judgment. Class Counsel will not represent any Class
18 Members with respect to any objections to this Settlement.

19 59. Certification Reports Regarding Individual Settlement Payment Calculations: The
20 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
21 which certifies: (a) the number of Class Members who have submitted valid Requests for
22 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
23 has submitted a challenge to any information contained in the Notice. Additionally, the
24 Settlement Administrator will provide to counsel for both Parties any updated reports regarding
25 the administration of the Settlement Agreement as needed or requested.

26 60. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
27 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
28 eighty (180) days. If a Participating Class Member or PAGA Member does not cash his or her

1 Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to
2 Court approval, shall be distributed to the Controller of the State of California to be held
3 pursuant to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of
4 those Participating Class Members and PAGA Members who did not cash their checks until such
5 time that they claim their property. The Parties agree that this disposition results in no “unpaid
6 residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will
7 be paid out to Participating Class Members and the entire 35% portion of the PAGA Payment
8 will be paid out to the PAGA Members, whether or not they all cash their Settlement Checks or
9 PAGA payment checks. Therefore, Defendant will not be required to pay any interest on such
10 amounts. The Individual Settlement Payments provided to Participating Class Members and to
11 PAGA Members shall prominently state the expiration date or a statement that the Settlement
12 Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be
13 made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement
14 Payments will not be reissued, except for good cause and as mutually agreed by the Parties in
15 writing. The parties agree no unclaimed funds will result from the settlement.

16 61. Administration of Taxes by the Settlement Administrator: The Settlement
17 Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA
18 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for
19 all amounts paid pursuant to this Settlement. The Settlement Administrator will also be
20 responsible for forwarding all payroll taxes and penalties to the appropriate government
21 authorities.

22 62. Tax Liability: Defendant makes no representation as to the tax treatment or legal
23 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
24 not relying on any statement, representation, or calculation by Defendant or by the Settlement
25 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
26 they will be solely responsible for the payment of any taxes and penalties assessed on the
27 payments described herein. Defendant’s share of any employer payroll taxes and other required
28 employer withholdings due on the Individual Settlement Payments, including, but not limited to,

1 Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross
2 Settlement Amount.

3 63. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this
4 section, the "acknowledging party" and each Party to this Agreement other than the
5 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this
6 Agreement, and no written communication or disclosure between or among the Parties or their
7 attorneys and other advisers, is or was intended to be, nor shall any such communication or
8 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
9 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
10 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and
11 tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
12 entered into this Agreement based upon the recommendation of any other Party or any attorney
13 or advisor to any other Party, and (c) is not entitled to rely upon any communication or
14 disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be
15 imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has
16 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
17 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
18 acknowledging party of the tax treatment or tax structure of any transaction, including any
19 transaction contemplated by this Agreement.

20 64. No Prior Assignments: The Parties and their counsel represent, covenant, and
21 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
22 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
23 demand, action, cause of action or right herein released and discharged.

24 65. Release by Participating Class Members: Upon the complete funding of the Gross
25 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
26 Class Members shall fully release and discharge the Released Parties from the Released Class
27 Claims that arose during the Class Period. This release shall be binding on all Participating Class
28 Members.

1 66. Release by the State of California and LWDA: Upon the complete funding of the
2 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, the
3 LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall release and
4 discharge the Released Parties from the Released PAGA Claims that arose during the PAGA
5 Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion,
6 or otherwise bar a representative action if an aggrieved employee were to bring a subsequent
7 claim on behalf of the LWDA based on the same factual predicate as the Released PAGA Claims
8 and covering the same time period.

9 67. Release of Additional Claims & Rights by Plaintiff: Upon the complete funding
10 of the Gross Settlement Amount and all applicable employer-side payroll taxes, Plaintiff—on
11 behalf of herself only—to the additional following General Release: In consideration of
12 Defendant's promises and agreements as set forth herein, Plaintiff hereby fully release the
13 Released Parties from any and all Released Class Claims and Released PAGA Claims and also
14 generally release and discharge the Released Parties from any and all claims, demands,
15 obligations, causes of action, rights, or liabilities of any kind which have been or could have
16 been asserted against the Released Parties arising out of or relating to their employment by
17 Defendant or termination thereof, including but not limited to claims for wages, restitution,
18 penalties, retaliation, defamation, discrimination, harassment or wrongful termination of
19 employment. This release specifically includes any and all claims, demands, obligations and/or
20 causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs (except
21 provided by the Settlement Agreement) relating to or in any way connected with the matters
22 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
23 particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by
24 California Civil Code Section 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

3 This release specifically excludes claims for unemployment insurance, disability, social
4 security, and workers compensation (with the exception of claims arising pursuant to California
5 Labor Code Sections 132(a) and 4553)

6 68. Neutral Employment Reference: Defendant agrees that it will adopt a neutral
7 reporting policy regarding any future employment references related to Plaintiff. In the event that
8 any potential or future employers of Plaintiff request a reference regarding Defendant's
9 employment of Plaintiff, Defendant shall only provide the requested Plaintiff's dates of
10 employment and job title. Defendant shall not refer to the Action or this Settlement

11 69. Nullification of Settlement Agreement: In the event that: (a) the Court does not
12 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
13 material term of this Settlement Agreement; or (c) the Settlement does not become final as
14 written and agreed to by the Parties for any other reason, then this Settlement Agreement, and
15 any documents generated to bring it into effect, will be null and void, all amounts deposited into
16 the QSF will be returned to Defendant, and the Parties shall be returned to their original
17 respective positions. Any order or judgment entered by the Court in furtherance of this
18 Settlement Agreement will likewise be treated as void from the beginning. Should the Court fail
19 to approve this settlement for any reason, the Parties agree that they will work together
20 cooperatively in an effort to reach a settlement that may be approved by the Court.

21 70. Preliminary Approval Hearing: Plaintiff will obtain a hearing before the Court to
22 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
23 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)
24 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final
25 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
26 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
27 Approval hearing, Plaintiff will submit this Agreement, which sets forth the terms of the
28 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it

1 will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully
2 and completely approve the Agreement as to the Actions will result in this Settlement Agreement
3 and the Memorandum of Understanding entered into by the Parties, and all obligations under this
4 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

5 71. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of
6 the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and
7 with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
8 determine the Final Approval of the Settlement Agreement along with the amounts properly
9 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
10 Representative Enhancement Payment; and (d) the Settlement Administration Costs. Class
11 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any
12 failure by the Court to fully and completely approve the Settlement Agreement as to all of the
13 Actions, or the entry of any Order by another Court with regard to any of the Actions which has
14 the effect of modifying material terms of this Agreement or preventing the full and complete
15 approval of the Settlement Agreement as written and agreed to by the Parties, will result in this
16 Agreement and all obligations under this Agreement being null and void. Defendant agrees it
17 shall not oppose the granting of the Motion for Final Approval, provided Defendant has not
18 exercised its right to rescind pursuant to the terms of this Agreement.

19 72. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
20 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
21 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
22 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
23 of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment
24 matters as may be appropriate under court rules or as set forth in this Settlement.

25 73. Exhibits Incorporated by Reference: The terms of this Settlement include the
26 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
27 set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

28 74. Entire Agreement: This Settlement Agreement and any attached Exhibits

1 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
2 written or oral agreements may be deemed binding on the Parties.

3 75. Amendment or Modification: This Settlement Agreement may be amended or
4 modified only by a written instrument signed by counsel for all Parties or their successors-in-
5 interest and approved by the Court.

6 76. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
7 and represent they are expressly authorized by the Parties whom they represent to negotiate this
8 Settlement Agreement and to take all appropriate action required or permitted to be taken by
9 such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any
10 other documents required to effectuate the terms of this Settlement Agreement. The Parties and
11 their counsel will cooperate with each other and use their best efforts to affect the
12 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
13 content of any document needed to implement the Settlement, or on any supplemental provisions
14 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
15 assistance of the Court to resolve such disagreement.

16 77. Binding on Successors and Assigns: This Settlement Agreement will be binding
17 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
18 defined.

19 78. California Law Governs: All terms of this Settlement Agreement and Exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 79. Execution and Counterparts: This Settlement Agreement is subject only to the
22 execution of all Parties. However, the Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
24 of the signature page, will be deemed to be one and the same instrument provided that counsel
25 for the Parties will exchange among themselves original signed counterparts.

26 80. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe
27 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have
28 arrived at this Settlement after arm's-length negotiations and in the context of adversarial

1 litigation, taking into account all relevant factors, present and potential. The Parties further
2 acknowledge that they are each represented by competent counsel and that they have had an
3 opportunity to consult with their counsel regarding the fairness and reasonableness of this
4 Settlement.

5 81. Invalidity of Any Provision: Before declaring any provision of this Agreement
6 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
7 consistent with applicable precedents so as to define all provisions of this Agreement valid and
8 enforceable.

9 82. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
10 class certification for purposes of this Settlement only; except, however, that either party may
11 appeal any court order that materially alters the Settlement Agreement's terms.

12 83. Class Action Certification for Settlement Purposes Only: The Parties agree to
13 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
14 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
15 that certification for purposes of the Settlement is not an admission that class action certification
16 is proper under the standards applied to contested certification motions and that this Agreement
17 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
18 should be certified or (b) Defendant is liable to Plaintiff or any Class Member, other than
19 according to the Settlement's terms.

20 84. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
21 dispute that has arisen between them and to avoid the burden, expense and risk of continued
22 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
23 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
24 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
25 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
26 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
27 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
28 construed as an admission or concession by Defendant of any such violations or failures to

1 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
2 Agreement, this Agreement and its terms and provisions shall not be offered or received as
3 evidence in any action or proceeding to establish any liability or admission on the part of
4 Defendant or to establish the existence of any condition constituting a violation of, or a non-
5 compliance with, federal, state, local or other applicable law.

6 85. Captions: The captions and section numbers in this Agreement are inserted for the
7 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
8 provisions of this Agreement.

9 86. Waiver: No waiver of any condition or covenant contained in this Settlement
10 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
11 to imply or constitute a further waiver by such party of the same or any other condition,
12 covenant, right or remedy.

13 87. Enforcement Action: In the event that one or more of the Parties institutes any
14 legal action or other proceeding against any other Party or Parties to enforce the provisions of
15 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
16 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
17 fees and costs, including expert witness fees incurred in connection with any enforcement
18 actions.

19 88. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
20 and conditions of this Agreement. Accordingly, this Agreement will not be construed more
21 strictly against one Party than another merely by virtue of the fact that it may have been prepared
22 by counsel for one of the Parties, it being recognized that, because of the arms-length
23 negotiations between the Parties, all Parties have contributed to the preparation of this Settlement
24 Agreement.

25 89. Representation By Counsel: The Parties acknowledge that they have been
26 represented by counsel throughout all negotiations that preceded the execution of this
27 Agreement, and that this Agreement has been executed with the consent and advice of counsel
28 and reviewed in full. Further, Plaintiff and Class Counsel warrant and represent that there are no

1 liens on the Agreement.

2 90. All Terms Subject to Final Court Approval: All amounts and procedures
3 described in this Settlement Agreement herein will be subject to final Court approval.

4 91. Cooperation and Execution of Necessary Documents: The Parties agree to
5 cooperate to promote participation in the Settlement, and in seeking court approval of the
6 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
7 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
8 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class
9 Member prior to the funding of the Gross Settlement Amount concerning claims released via this
10 Agreement, or enter into any arbitration agreement with any Class Member that covers the
11 claims released via this Agreement during the Settlement approval process prior to the funding of
12 the Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
13 approved by the Court.

14 92. Confidentiality: The Parties and their counsel agree to keep the terms of the
15 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiff,
16 Class Counsel, Defendant and their counsel agree that they will not issue any press releases,
17 initiate any contact with the press, respond to any press inquiry or have any communication with
18 the press about the fact, amount or terms of the Settlement Agreement. Nothing in this
19 Settlement Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably
20 required by law or in furtherance of business purposes, including the fulfillment of obligations
21 stated in this Settlement Agreement or limit Class Counsel's communications with the Class
22 Members in furtherance of approval of this Settlement.

23 93. Binding Agreement: The Parties warrant that they understand and have full
24 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
25 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
26 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
27 provisions that otherwise might apply under federal or state law.

28 [SIGNATURES ON FOLLOWING PAGE]

1
2 Dated: 04/12/2025

3 **PLAINTIFF**

4 By: *Donna Simmons*
Donna Simmons (Dec 4, 2025 16:16:42 PST)
5 Donna Lee Simmons

6
7 Dated: _____

8 **DEFENDANT**

9 **LIFEHOUSE, INC.**

10 By: _____

11 Name: _____

12 Title: _____

13 **APPROVED AS TO FORM**

14 Dated: 12/04/2025

15 **PROTECTION LAW GROUP, LLP.**

16 By: *Kristy Connolly*
17 Kristy Connolly, Esq.
18 D. Luke Clapp, Esq.
19 Attorneys for Plaintiff

20 Dated: _____

21 **ELGUINDY, MEYER & KOEGEL APC**

22 By: _____
23 David M. Daniels
24 Attorneys for Defendant

Dated: _____

PLAINTIFF

By: _____
Donna Lee Simmons

Dated: Dec 08, 2025

DEFENDANT

LIFEHOUSE, INC.

By: Nancy D. Moody
Nancy D. Moody (Dec 8, 2025 16:39:00 PST)

Name: Nancy D. Moody

Title: President & CEO

APPROVED AS TO FORM

Dated: _____

PROTECTION LAW GROUP, LLP.

By: _____
Kristy Connolly, Esq.
D. Luke Clapp, Esq.
Attorneys for Plaintiff

Dated: December 8, 2025

ELGUINDY, MEYER & KOEGEL APC

By: David M. Daniels
David M. Daniels
Attorneys for Defendant

EXHIBIT A

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Simmons v. Lifehouse, Inc. et al.
Marin County Superior Case No. CV0004079

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former non-exempt employees of Lifehouse, Inc. who worked for Lifehouse, Inc. in California at any time from September 26, 2020, through November 5, 2025.
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Donna Lee Simmons (“Plaintiff”), a former employee of Lifehouse, Inc. (“Defendant”) on September 26, 2024. This case, *Simmons v. Lifehouse, Inc. et al.* Marin County Superior Case No. CV0004079, is currently pending in the Marin County Superior Court. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not pay employees all overtime wages owed, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The lawsuit also seeks penalties under the Private Attorneys General Act for violations of the claims alleged above.

Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case. However, the Parties have entered into a proposed settlement to resolve the alleged claims.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Donna Lee Simmons, also known as “Plaintiff”), sues on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action, one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Marin County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff the Class Representative, and appointed his attorneys at Protection Law Group, as counsel for the Class (“Class Counsel”). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of reasonableness that could ultimately be approved. A Final Determination on whether to approve the settlement will be made at the hearing on [REDACTED].

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in California at any time between September 26, 2020, and November 5, 2025.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of One Million One Hundred Thousand Dollars (\$1,100,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed thirty-five percent (35%) of the Gross Settlement Amount i.e. Three Hundred and Eighty-Five Thousand Dollars (\$385,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Five Thousand Dollars (\$25,000.00);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Ten Thousand Dollars (\$10,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Eleven Thousand Dollars (\$11,000.00); and
- E. **PAGA Payment** in the amount of Fifty Thousand Dollars (\$50,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Sixty-Five percent (65%) of this amount, i.e. Thirty-Two Thousand Five Hundred Dollars (\$32,500.00), shall be paid to the LWDA. The remaining thirty-five percent (35%), i.e. Seventeen Thousand Five Hundred Dollars (\$17,500.00), will be distributed to hourly-paid, non-exempt employees who worked for Defendant in California at any time between September 26, 2023, and November 5, 2025, for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt employee of Defendant from September 26, 2020, through November 5, 2025 (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment based on the number of pay periods you worked.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages forty percent (40%) interest, and forty percent (40%) penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX pay periods during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.

This Amount was determined based on Defendant's record of your employment between September 26, 2020, and November 5, 2025, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if you and the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant Lifehouse, Inc. and its owners, officers, attorneys, employees, agents, insurers, predecessors and successors in interest.

The "Released Class Claims" means all claims arising during the Class Period that were alleged or reasonable could have been alleged based on the facts alleged in the operative complaint.

The "Class Period" during which the release of Released Class Claims pertains is from September 26, 2020, through November 5, 2025.

Additionally, all current and former non-exempt employees of Defendant who were employed by Defendant in California between September 26, 2023, and November 5, 2025, shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The "Released PAGA Claims" include all claims for civil penalties for violations of the Labor Code arising during the PAGA Period that were alleged or reasonably could have been alleged based on the factual allegations alleged in the PAGA Notice to the LWDA sent by Plaintiff on September 26, 2024.

The "PAGA Period" during which the release of the Released PAGA Claims pertains is from September 26, 2023, through November 5, 2025.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims, then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does

not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

9. If I don't exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No, except if you worked between September 26, 2023, and November 5, 2025, in which case you will still receive the portion of your Individual Settlement Payment for claims that arise under PAGA. If you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP

Kristy Connolly

D. Luke Clapp

149 Sheldon Street

El Segundo, California 90245

Telephone: (424) 290-3095

Facsimile: (866) 264-7880

Class Counsel will ask the Court for attorneys' fees of up to \$385,000.00 and reimbursement of litigation cost/expenses of up to \$25,000. These amounts are subject to Court approval, and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], in Department CX103 of the Marin County Superior Court located at 3501 Civic Center, Vera Schultz Dr, San Rafael, CA 94903.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through the Marin County Superior Court website.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[\]com](http://www.[]com)

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your Settlement Payment check within 180 days, these

funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at  or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE