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FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIN
STREET ADDRESS: 3501 Civic Center Drive
MAILING ADDRESS: PO Box 4988
CITY AND ZIP CODE: San Rafael, 94913-4988
BRANCH NAME: Hall of Justice

PLAINTIFF/PETITIONER: DONNA LEE SIMMONS
DEFENDANT/RESPONDENT: LIFEHOUSE, INC.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

CASE NUMBER: CV0004079

(Check one): [X] **UNLIMITED CASE** (Amount demanded exceeded $35,000) [ ] **LIMITED CASE** (Amount demanded was $35,000 or less)

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: October 29, 2026

2. A copy of the judgment, decree, or order is attached to this notice.

Date: October 30, 2026

Kristy Connolly
(TYPE OR PRINT NAME OF [X] ATTORNEY [ ] PARTY WITHOUT ATTORNEY)

Kristy Connolly
(SIGNATURE)

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

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PLAINTIFF/PETITIONER: DONNA LEE SIMMONS DEFENDANT/RESPONDENT: LIFEHOUSE, INC.	CASE NUMBER: CV0004079

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):*
   b. from *(city and state):*
4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*
5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

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Attorneys for Plaintiff
DONNA LEE SIMMONS

FILED
Superior Court of California
County of Marin
10/29/2026
James M. Kim, Clerk of the Court
A. Andres, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MARIN

DONNA LEE SIMMONS, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General,

Plaintiff,

vs.

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

Defendants.

Case No.: CV0004079

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

[~~PROPOSED~~] FINAL ORDER AND JUDGMENT

Complaint Filed: September 26, 2024
Trial Date None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The above-referenced Class and PAGA Action ("Action") having come before the Court for a hearing and Final Order Approving Class Action and PAGA Settlement and Entering Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement"), and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. The Court GRANTS Plaintiff Donna Lee Simmons's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement.

2. The Court hereby enters judgement in accordance with the Joint Stipulation of Class Action and PAGA Settlement (the "Settlement Agreement"), the June 1, 2026, preliminary approval order, and this Order and Judgment.

3. The term "Class" and "Class Members" shall mean the following: "all current and former non-exempt employees of Lifehouse, Inc. ("Defendant"), who were employed by Defendant in California at any time from September 26, 2020, through November 5, 2025." The term "Participating Class Member" includes all Class Members who did not submit a timely and valid Request for Exclusion as provided in the Agreement.

4. The term "PAGA Members" shall mean the following: "all current and former non-exempt employees of Defendant who were employed by Defendant in California at any time between September 26, 2023, and November 5, 2025."

5. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members and PAGA Members.

6. Distribution of the Class Notice directed to the Class Members as set forth in the Agreement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The

Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members, all Released Class Claims and all Released PAGA Claims, are covered by and included within the Settlement and this Final Order.

7. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court,* 4 Cal.3d 800, 821 (1971).

8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

9. The Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

10. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall fully release and discharge the "Released Parties" from the "Released Class Claims" that arose during the "Class Period" as expressly set forth under the terms of the Settlement Agreement.

11. Upon the complete funding of the Gross Settlement Amount and all applicable

employer-side payroll taxes by Defendant, California Labor and Workforce Development Agency ("LWDA") and the State of California, through Plaintiff as its agent and/or proxy shall release and discharge the "Released Parties" from the "Released PAGA Claims" that arose during the "PAGA Period" as expressly set forth under the terms of the Settlement Agreement.

12. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff agrees—on behalf of herself only—to a General Release of all claims she may have had against the Released Parties, whether known or unknown, as expressly set forth in the Settlement Agreement.

13. One Class Member, Wendy A. Robb, submitted a valid and timely request to be excluded from the terms of the Settlement and is hereby excluded from the settlement and this order and judgment. The last date to timely submit a request for exclusion was August 17, 2026. Accordingly, 863 Participating Class Members are included and bound by this Order and Judgment.

14. The Court also finds that there were no written objections to the Settlement. The last day to submit a written objection to the settlement was August 17, 2026. The Court also notes there were no objections made at the Final Approval Hearing.

15. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and amendments thereto the Court orders Lifehouse, Inc. to fund the Gross Settlement Amount of $1,100,000.00 pursuant to the terms of the Settlement Agreement.

16. Within 7 days of the Effective Date, Defendant shall fund half of the Gross Settlement Amount ($550,000.00) into a Qualified Settlement Fund to be established by the Settlement Administrator. Then, 1 year after the Effective Date, Defendant shall fund the remaining half of the Gross Settlement Amount ($550,000.00) and all applicable employer-side payroll taxes. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes at least 30 days prior to the second funding date.

17. Within 7 days of the complete funding of the Gross Settlement Amount, the Settlement Administrator will issue court approved payments for (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class Representative Incentive Payment;

(d) Class. The calculations and the payments shall be made administered in accordance with the terms of the Agreement and approved by the Court.

18. Pursuant to the terms of the Agreement and amendment thereto, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of $385,000.00 (35% of the Gross Settlement Amount) and litigation costs in the amount of $21,735.95 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

19. The Court hereby approves and orders a Class Representative Enhancement Payment of $10,000.00 Plaintiff from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

20. The Court approves and orders the payment in the amount of $32,500.00 (65% of $50,000.00) from the Gross Settlement Amount to the California Labor Workforce Development Agency for penalties arising under the Private Attorneys General Act. The remaining $9,187.50 (35% of $17,500.00) shall be distributed to the PAGA Members as set forth in the Agreement.

21. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Phoenix Settlement Administrators in the amount of $11,000.00 as set forth Settlement Agreement.

22. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

23. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar days after being issued shall be void. All uncashed settlement checks shall be transferred to the Controller of the State of California to be held pursuant to Unclaimed Property Law, California Civil Code §1500 et seq.

24. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

25. Neither the Settlement nor any of the terms set forth in the Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement, the Released Class Claims, Released PAGA Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Class/PAGA Claims.

26. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

27. The Court sets a Final Accounting Hearing for 12/15/27, at 9:00 am a.m./p.m. Plaintiff shall submit a final accounting report at least 5 court days before the final accounting hearing regarding the status of settlement administration.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 10/29/2026

JUDGE OF THE SUPERIOR COURT
SHEILA SHAH LICHTBLAU