

NOTICE OF RIGHT TO JOIN LAWSUIT
THIS IS NOT A LAWSUIT AGAINST YOU
READ THIS NOTICE CAREFULLY – YOUR LEGAL RIGHTS MAY BE AFFECTED

TO: *All current and former hourly employees who worked for Retirement Living Management, LLC in any of its United States facilities at any time since October 8, 2022.*

RE: LAWSUIT FOR UNPAID WAGES UNDER THE FAIR LABOR STANDARDS ACT

1. INTRODUCTION

This Notice is to inform you about a lawsuit in which you may be eligible to make a claim for damages under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, to advise you of how your rights may be affected by this Lawsuit, and to notify you of the procedure for joining this Lawsuit, if you are eligible and so choose.

2. DESCRIPTION OF THE LAWSUIT

Plaintiff Imani Pittman (“Plaintiff”) filed this action against Defendants Retirement Living Management, LLC and Retirement Living Management of Standale, LLC d/b/a Green Acres of Standale (“Defendants”) and alleges that Defendants failed to pay their hourly employees overtime wages for all work performed in excess of forty (40) hours per week. More specifically, Plaintiff alleges that Defendants willfully violated the FLSA by failing to calculate the regular rate of pay for its hourly employees, and by maintaining an unlawful time-rounding policy.

Plaintiff alleges that she and all other hourly employees are entitled to unpaid overtime wages for the past three years, liquidated (double) damages, plus attorneys’ fees and costs associated with bringing this Lawsuit.

Defendants dispute Plaintiff’s allegations. They maintain that they properly paid their hourly employees for all of the time that they reported that they worked and deny that they willfully violated the FLSA.

3. PERSONS ELIGIBLE TO JOIN THE LAWSUIT

If you worked for Retirement Living Management, LLC or Retirement Living Management of Standale, LLC d/b/a Green Acres of Standale as an hourly employee at any time since October 8, 2022, you are eligible to join this Lawsuit.

4. NO OPINION EXPRESSED AS TO MERITS OF LAWSUIT

This Notice is meant only to provide eligible individuals information about their right to join this Lawsuit if they wish. This litigation is in the early pretrial stage and no determinations of liability have been made.

Although the Court authorized this Notice to be posted, **the Court takes no direct or indirect position regarding any claims or defenses** and there is no assurance that the Court will grant or deny any relief in this case. The Court has not yet made any decision regarding the merits of the parties' claims or defenses.

5. YOUR RIGHT TO PARTICIPATE IN THIS LAWSUIT

If you meet the definition for the Collective group identified in Section 3, you are eligible to participate in this Lawsuit.

There is no cost to you to participate, but there is no guarantee of any recovery either. If a violation of the FLSA is proven, you may be eligible to recover damages as allowed by law.

It is entirely your own decision whether to join this Lawsuit.

6. EFFECT OF JOINING THIS LAWSUIT

If you choose to join this Lawsuit, you will be a party to this litigation. That means that you and the Defendants will be bound by any ruling, settlement, or judgment on any claim you may have under the FLSA, whether favorable or unfavorable. That also means, if Plaintiff wins or settles, you may be eligible to share in any monetary award; if Plaintiff loses, no money will be awarded, and you will not be able to file another lawsuit regarding the specific matters raised in this Lawsuit.

While this Lawsuit is proceeding, there is a possibility that you could be required to respond under oath to written questions, to have your deposition taken under oath, to produce documents, and/or to testify in court at a trial or hearing at the U.S. District Courthouse in Grand Rapids, Michigan.

By joining this Lawsuit, you are designating the attorneys identified in Section 7 to represent your interest. In addition, you agree that the named Plaintiff may make decisions on your behalf regarding this Lawsuit, including the manner and method of conducting the suit. If you elect to voluntarily join this Lawsuit, you are designating the named Plaintiff as your agent to make decisions on your behalf in this Lawsuit and agreeing that the decisions and agreements made by the named Plaintiff will be binding on you.

The Fair Labor Standards Act contains a limitations period of at least two years and potentially up to three years for the filing of a claim for unpaid overtime wages, after which the claim is forever barred. The statute of limitations on your claim for unpaid overtime wages will not stop running unless and until you elect to submit the enclosed Consent Form and that form is filed with the Court. If you decide not to submit a Consent Form in this Lawsuit, you may consult with your own attorney as to how the statute of limitations applies to any potential claim.

7. **NO LEGAL EFFECT IN NOT JOINING THIS LAWSUIT**

If you choose not to join this Lawsuit, you will not be affected or bound by any judgment, favorable or unfavorable, on any claims brought under the FLSA alleged in this Lawsuit. You will retain all rights, if any, that you may have under the FLSA.

YOUR LEGAL REPRESENTATION IF YOU JOIN

If you join the lawsuit, the attorneys retained to represent the Plaintiff and the Collective group are:

Jesse L. Young, Esq.
Sommers Schwartz, P.C.
141 E. Michigan Avenue, Suite 600
Kalamazoo, Michigan 49007
jyoung@sommerspc.com

Ethan C. Goemann, Esq.
Sommers Schwartz, P.C.
One Towne Square, 17th Floor
Southfield, Michigan 48076
egoemann@sommerspc.com

If you choose to join this Lawsuit, the attorneys listed above will represent you unless you obtain your own attorney to file your own separate case. You are not required to pay attorneys' fees or court costs at this time. If Plaintiff prevails, Plaintiff's Counsel will seek an order requiring Defendant to pay their reasonable attorneys' fees and expenses.

You have the option to retain an attorney of your own choice to represent you.

8. **HOW TO JOIN THIS LAWSUIT**

If you wish to join this Lawsuit, you must complete, sign, and mail, fax, or email the enclosed Consent Form in the envelope provided to:

Imani Pittman v. Retirement Living Management LLC
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164
RetirementLivingManagementLawsuit@atticusadmin.com
Phone: +1 800-313-4371
Fax: 888-326-6411

Your signed Consent Form must be completed and postmarked by **December 26, 2025**, for you to be eligible to participate in this Lawsuit.

You may also submit the Consent Form by clicking the link below:

www.atticusconsenttojoin.com

Plaintiff's Counsel will file your completed Consent Form with the Court upon receipt. Until the Consent Form is filed with the Court, the statute of limitations ordinarily continues to run, and you will not be entitled to any unpaid wages for the days during which you delay sending in your Consent Form.

9. DEADLINE

Your completed Consent Form must be postmarked or otherwise submitted by **December 26, 2025** in order to be eligible to participate in the lawsuit. If you have already submitted a Consent Form for this case prior to receiving this Notice, then you do not need to submit another one at this time.

10. NO RETALIATION PERMITTED

The FLSA prohibits employers from discriminating or retaliating against any person for filing a lawsuit, a claim for compensation, assisting or testifying in a lawsuit under the FLSA, or participating in a proceeding or exercising rights under the FLSA.

11. FURTHER INFORMATION

For further information about this Lawsuit, you may contact Plaintiff's Counsel by mail at the address listed above.

PLEASE DO NOT CONTACT THE COURT REGARDING THIS LAWSUIT

CONSENT TO JOIN

I work or worked for Retirement Living Management in any of its United States facilities as an hourly employee and worked uncompensated overtime.

I choose to participate in the above-captioned lawsuit to recover unpaid overtime wages for off-the-clock work under the federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b), and other relief under the law.

I choose to be represented by the named Plaintiff, and Sommers Schwartz, P.C. (“Plaintiff’s Counsel”). I agree to be bound by their decisions in the litigation and by any adjudication of this action by a court, whether it is favorable or unfavorable. I understand that reasonable costs expended by Plaintiff’s Counsel on my behalf will be deducted from any settlement or judgment amount on a pro-rata basis among all other plaintiffs. I understand that Plaintiff’s Counsel will petition the Court to award them attorneys’ fees from any judgment.

Print Name: _____

Signature: _____

Date: _____