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COMMUNITY DEVELOPMENT CORPORATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

RODNEY LANDINGHAM, an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

HOME AT LAST COMMUNITY
DEVELOPMENT CORPORATION, a
California non-profit corporation; and DOES
1 through 100, inclusive,

Defendants.

CASE NO.: 24STCV06227

[Assigned for all purposes to the Hon. Elihu
M. Berle in Dept. 6]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: March 13, 2024

Trial Date: None set

This Joint Stipulation re: Class Action and Representative Action Settlement (“Settlement” or “Agreement” or “Settlement Agreement”) is made by and between plaintiff RODNEY LANDINGHAM (“Plaintiff”) individually and on behalf of the Settlement Class, on the one hand; and defendants HOME AT LAST COMMUNITY DEVELOPMENT CORPORATION (“Home At Last” or “Defendants”), on the other hand, in the lawsuit entitled *Landingham v. Home At Last Community Development Corporation, et al.*, filed in Los Angeles County Superior Court, Case No. 24STCV06227 (the “Action”). Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties”. This Agreement is intended by the Parties to fully, finally, and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. “Action” means *Landingham v. Home At Last Community Development Corporation, et al.*, filed in Los Angeles County Superior Court, Case No. 24STCV06227.

B. “Aggrieved Employees” means all current and former non-exempt, hourly-paid employees who worked in California for Defendants at any time during the PAGA Period.

C. “Class Counsel” means: Joshua Shirian and Aaron Yousefzadeh of Shirian Law, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

D. “Class Period” means the period commencing on March 13, 2020 and ending on March 10, 2025.

E. “Class Notice” means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.

F. “Court” means the Superior Court of the State of California for the County of Los Angeles.

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G. “Final Approval Date” means the later of: (1) the date the Court signs an Order granting final approval of this Settlement (“Final Approval”) and Judgment; (2) if there is an objection filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (3) to the extent any timely appeals have been filed, the date on which they have been resolved, withdrawn or exhausted.

H. “Defendant” or “Defendants” means, Home At Last Community Development Corporation.

I. “Employer Taxes” means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

J. “General Release” or “Plaintiff’s General Release” means the broader release of claims by Plaintiff, which is in addition to Plaintiff’s limited release of claims as a Participating Class Member.

K. “Gross Settlement Amount” means a non-reversionary fund in the sum of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00),¹ which shall be paid by Defendants, from which all payments for the Individual Settlement Payments to Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the PAGA Payment, and the LWDA Payment shall be paid. It expressly excludes Employer Taxes, which shall be paid by Defendants separate, apart, and in addition to the Gross Settlement Amount.

L. “Individual PAGA Payment” means a payment made to an Aggrieved Employee for his or her share of the PAGA Payment, which may be in addition to his or her Individual Settlement Share if he or she is also a Participating Class Member.

M. “Individual Settlement Payment” means a payment to a Participating Class Member of his or her net share of the Net Settlement Amount.

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¹ As the same may be increased in accordance with Paragraph 17, below.

N. “Individual Settlement Share” means the gross amount of the Net Settlement Amount that a Participating Class Member is projected to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period, which shall be reflected in his or her Class Notice.

O. “LWDA Payment” means the payment to the State of California Labor and Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA all of which is to be paid from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five Thousand Dollars and Zero Cents (\$5,000.00) will be paid to Aggrieved Employees on a *pro rata* basis based on the Pay Periods worked for Defendants as a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

P. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to the Participating Class Members after deductions for the Court-approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA Payment, and the PAGA Payment.

Q. “Operative Complaint” or “Complaint” means the Second Amended Complaint that was filed with the Court on February 11, 2025.

R. “PAGA Payment is the 25% portion of the Twenty Thousand Dollars and Zero Cents (\$20,000.00) that is allocated toward PAGA penalties (Five Thousand Dollars and Zero Cents (\$5,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on the Pay Periods worked as non-exempt, hourly-paid employees in California in the PAGA Period, which would be in addition to their Individual Settlement Payment if they are Participating Class Members, as well.

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S. **“PAGA Period”** means the period from February 28, 2023 and ending on March 10, 2025.

T. **“Participating Class Members”** means all Settlement Class Members who do not submit a timely and valid Request for Exclusion.

U. **“Participating Individual Settlement Share”** means the gross amount of the Net Settlement Amount that a Participating Class Member is eligible to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period once all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

V. **“Pay Periods”** means the number of pay periods that an Aggrieved Employee was employed by, and worked on one or more days for, the Defendants in a non-exempt, hourly position during the PAGA Period in California

W. **“Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to Plaintiff Rodney Landingham.

X. **“Preliminary Approval Date”** means the date on which the Court enters an Order granting preliminary approval of the Settlement.

Y. **“Released Parties”** shall mean Defendants and each of their past, present, and future respective subsidiaries, dba’s, affiliates, divisions, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, members, managers, partners, investors, assigns, joint venturers, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Z. **“Response Deadline”** means the deadline for Settlement Class Members to mail any Requests for Exclusion, Objections, or Workweek Disputes to the Settlement Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing, or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which

1 to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark
2 shall be the exclusive means for determining whether a Request for Exclusion, Objection, or
3 Workweek Dispute was submitted by the Response Deadline.

4 **AA. “Request for Exclusion”** means a written request to be excluded from the
5 Settlement Class pursuant to Paragraph 9(C) below.

6 **BB. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
7 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval,
8 will be paid out of the Gross Settlement Amount.

9 **CC. “Settlement Administration Costs”** means all costs incurred by the Settlement
10 Administrator in administration of the Settlement, including, but not limited to, translating the
11 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
12 and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments,
13 Individual PAGA Payments, and Participating Individual Settlement Shares, as well as associated
14 taxes and withholdings, providing declarations, generating Individual PAGA Payment checks,
15 generating Individual Settlement Payment checks and related tax reporting forms, doing
16 administrative work related to unclaimed checks, transmitting payment to Class Counsel for the
17 Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses,
18 to Plaintiff for their Service Award, and to the LWDA for the LWDA Payment, providing weekly
19 reports of opt-outs, objections and related information, and any other actions of the Settlement
20 Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The
21 Settlement Administration Costs, which are subject to Court approval, are estimated not to
22 exceed \$10,000.00. If the actual amount of the Settlement Administration Costs is less than
23 \$10,000.00, the difference between \$10,000.00 and the actual Settlement Administration Costs
24 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
25 \$10,000.00 then such excess will be paid solely from the Gross Settlement Amount and
26 Defendants will not be responsible for paying any additional funds in order to pay these
27 additional costs.

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DD. “**Settlement Administrator**” means the Third-Party Administrator mutually agreed upon by the Parties that will be responsible for the administration of the Settlement including, without limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement Payments and Individual PAGA Payments to be made by Defendants from the Gross Settlement Amount and related matters under this Agreement.

EE. “**Settlement Class**”, “**Settlement Class Members**”, or “**Class Members**” means all current and former non-exempt, hourly-paid employees who worked in California for Defendants at any time during the Class Period.

FF. “**Workweeks**” means the number of weeks that a Settlement Class Member was employed by, and worked on one or more days for, the Defendants in a non-exempt, hourly position during the Class Period in California.

2. BACKGROUND

A. On February 28, 2024, Plaintiff filed with the LWDA and served on Defendants a notice under Labor Code section 2699.3 stating Plaintiff intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for various Labor Code violations. (“PAGA Notice”).

B. On March 13, 2024, Plaintiff filed a putative wage-and-hour class action alleging that, during the Class Period, Defendants, as it pertains to Class Members: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to all wages due upon separation from employment; (6) failed to issue accurate and compliant wage statements; (7) failed to timely pay wages; (8) violation of Labor Code section 227.3; and (9) engaged in unfair competition.

C. On May 3, 2024, after sixty-five (65) days had passed since Plaintiff filed the PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations, Plaintiff filed a First Amended Complaint in the Action seeking PAGA civil penalties against Defendants for the Labor Code violations alleged in the PAGA Notice.

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1 **D.** Shortly thereafter, the Parties agreed to exchange informal discovery and attend
2 an early mediation, in which Plaintiff was provided with, among other things: (1) 20% random
3 sampling of Class Members' time and pay records; (2) complete list of Class Members with dates
4 of employment, position, and final rate of pay; (3) all relevant policy documents; and (4)
5 exemplars of any purported meal period waivers and purported arbitration agreements. Shortly
6 prior to mediation, Plaintiff was provided with updated information related to class size and
7 composition, including the total number of class members, the total number of workweeks and
8 pay periods worked during the relevant statutory periods.

9 **E.** On June 19, 2024, the Parties participated in a full-day mediation before Lynn
10 Frank, Esquire of Frank & Feder Mediators, a well-regarded mediator experienced in mediating
11 complex labor and employment matters. The Parties were able to resolve the matter at mediation
12 and reached the Settlement to resolve the Action.

13 **F.** As part of this Settlement Agreement, the Parties agreed to stipulate to Plaintiff
14 filing a Second Amended Complaint to add class allegations to the existing First Amended
15 Complaint, setting forth an additional cause of action for alleged violations of Labor Code §
16 2802, which was investigated prior to and resolved at mediation.

17 **G.** Class Counsel has conducted significant investigation of the law and facts relating
18 to the claims asserted in the Action, the PAGA Notice, and have concluded that that the
19 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
20 Class, taking into account the sharply contested issues involved, the purported arbitration
21 agreements signed by Class Members, the purported meal period waivers signed by Class
22 Members, the expense and time necessary to litigate the Action through trial and any appeals, the
23 risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties
24 of complex litigation, the information learned through informal discovery regarding Plaintiff's
25 allegations, and the substantial benefits to be received by Settlement Class Members.

26 **H.** The Court has not granted Class Certification.

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1 **I.** The Parties, Class Counsel and Counsel for Defendants represent that they are not
2 aware of any other pending matter or action asserting claims that will be extinguished or affected
3 by the settlement.

4 **J.** Defendants have concluded that, because of the substantial expense of defending
5 against the Action, the length of time necessary to resolve the issues presented herein, the
6 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
7 interest to accept the terms of this Agreement. Defendants deny each of the allegations and
8 claims asserted against it in the Action and the PAGA Notice. However, Defendants nevertheless
9 desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
10 continuing litigation and for the purpose of putting to rest the controversies engendered by the
11 Action.

12 **K.** This Agreement is intended to and does effectuate the full, final, and complete
13 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
14 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
15 and Aggrieved Employees.

16 **3. JURISDICTION**

17 The Court has jurisdiction over the Parties and the subject matter of the Action. The
18 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
19 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
20 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
21 pursuant to California Rule of Court, rule 3.769, subdivision (h).

22 **4. STIPULATION OF CLASS CERTIFICATION**

23 The Parties stipulate to the certification of the Settlement Class under this Agreement for
24 purposes of settlement only.

25 **5. MOTIONS FOR APPROVAL OF SETTLEMENT**

26 After full execution of this Agreement, Plaintiff will move for an order granting
27 preliminary approval of the Settlement, approving and directing the mailing of the proposed
28 Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A”**, conditionally

certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes, and Objections. If and when the Court preliminarily approves the Settlement, and after administration of the Class Notice in a manner consistent with the Court's Preliminary Approval Order, Plaintiff will move for an order finally approving the Settlement and seek entry of a Judgment in line with this Settlement. The Parties may both respond to any Objections lodged to final approval of the Settlement up to five (5) court days before the Final Approval Hearing.

6. STATEMENT OF NO ADMISSION

Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiff and the Settlement Class with respect to any claims or allegations asserted in the Action and the PAGA Notice. This Agreement shall not be deemed an admission by Defendants of any claims or allegations asserted in the Action or the PAGA Notice. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action or the PAGA Notice, and Defendants will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the Action and the PAGA Notice. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

7. RELEASE OF CLAIMS

A. Release by All Participating Class Members.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release all claims, rights, demands, liabilities and causes of action against the Released Parties asserted in the Operative Complaint that arose during the Class Period filed in the Action, or any and all claims that were or reasonably could have been asserted against the Released Parties based on the factual allegations in the Operative Complaint, as follows: For the duration of the Class Period, the release includes, for Plaintiff and

Participating Class Members: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due upon separation from employment; (6) all claims for failure to issue accurate and compliant wage statements; (7) all claims for failure to timely pay wages during employment; (8) all claims for failure to reimburse employees for business expenses; (9) violation of Labor Code § 227.3; (10) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Complaint; (11) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 2802; and (12) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest, attorneys' fees, litigation costs, restitution, or equitable relief associated with all of such causes of action under California law (the "Class Released Claims").

B. Release by All Aggrieved Employees

For Plaintiff and all Aggrieved Employees, and, to the extent permitted by law, the State of California, the release includes for the duration of the PAGA Period, all claims, demands, rights, liabilities and causes of action asserted in the PAGA Notice, and alleged in the Operative Complaint for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 216, 225.5, 226, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 510, 512, 1102.5, 1174, 1194, 1197, 1194.2, 1197, 1197.5, 1198, 1198.5, 2802, and 2810.5 (the "PAGA Released Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the PAGA Released Claims. The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims".

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1 **C. Claims Not Released**

2 The release expressly excludes all other claims, including claims for vested benefits,
3 wrongful termination, unemployment insurance, disability, social security, workers'
4 compensation, and any other claims outside of the Class Released Claims of Participating Class
5 Members arising during the Class Period and the PAGA Released Claims of Aggrieved
6 Employees (and, to the extent permitted by law, the State of California) arising outside of the
7 PAGA Period.

8 **D. Plaintiff's General Release**

9 Effective only upon the entry of an Order granting Final Approval of the Settlement, entry
10 of Judgment, and payment by Defendants to the Settlement Administrator selected of the full
11 Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in
12 addition to the Released Claims, Plaintiff makes the additional following General Release:
13 Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of
14 action of every nature and description whatsoever, known or unknown, asserted or that might
15 have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule,
16 law or regulation arising out of, relating to, or in connection with any act or omission of the
17 Released Parties through the date of full execution of this Agreement in connection with
18 Plaintiff's employment with Defendants or the termination thereof, except for any and all other
19 claims that may not be released as a matter of law through this Agreement.

20 To the extent of Plaintiff's General Release provided herein, the Parties stipulate and
21 agree that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment,
22 and payment by Defendants to the Settlement Administrator selected of the full Gross Settlement
23 Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff shall have
24 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
25 and benefits of Section 1542 of the California Civil Code, or any other similar provision under
26 federal or state law, which provides:

27 **"A general release does not extend to claims that the creditor**
28 **or releasing party does not know or suspect to exist in his or**
 her favor at the time of executing the release and that, if

known by him or her, would have materially affected his or her settlement with the debtor or released party.”

8. SETTLEMENT ADMINISTRATOR

A. Plaintiff and Defendants, through their respective counsel, have selected ILYM Group, Inc. to administer the Settlement, which includes but is not limited to translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator, currently estimated to be \$10,000 will be paid from the Gross Settlement Amount, subject to Court approval. If the actual amount of the Settlement Administration Costs is less than \$10,000, the difference between \$10,000 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$10,000, then such excess will be paid solely from the Gross Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION
PROCESS

A. Notice to the Settlement Class Members

(1) Within fourteen (14) calendar days after the Preliminary Approval Date, Defendants’ Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member, including his or her: (1) name; (2) last known address(es) currently in Defendants’ possession, custody, or control; (3) last known telephone number(s) currently in Defendants’ possession, custody, or control; (4) last known Social Security Number(s) in Defendants’ possession, custody, or control; and (5) the dates of employment (*i.e.*, hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member (“Class List”), which shall be made available to Class Counsel upon request. The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address (“NCOA”) database and update the addresses contained on the Class List with the newly-found addresses, if any. Within seven (7) calendar days, or soon thereafter, of receiving the Class List from Defendants, the Settlement Administrator shall mail the Class

Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain the Class List and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member, for at least four (4) years from the Final Approval Date.

(2) The Class Notice will set forth:

- (a) the Settlement Class Member's estimated Individual Settlement Share and Individual PAGA Payment, and the basis for each;
- (b) the information required by California Rule of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;
- (d) the proposed Settlement Administration Costs;
- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved the Settlement;
- (g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;
- (h) instructions for opt-out and objection procedures;
- (i) the date and location of the Final Approval Hearing; and
- (j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks as set forth on his or her Class Notice ("Workweek Dispute"). If a Settlement Class Member fails to timely dispute the

number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

B. Objections.

Only Participating Class Members may object to the Settlement. In order for any Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address or phone number provided on the Class Notice no later than the Response Deadline. The Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendants' counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection

1 should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four
2 digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of
3 whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the
4 Objection, along with whatever legal authority, if any, the Objector asserts in support of the
5 Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member
6 will remain a member of the Settlement Class and if the Court approves this Agreement, the
7 Settlement Class Member will be bound by the terms of the Settlement in the same way and to
8 the same extent as a Settlement Class Member who does not object. The date of mailing of the
9 Class Notice to the objecting Settlement Class Member shall be conclusively determined
10 according to the records of the Settlement Administrator. Settlement Class Members need not
11 object in writing to be heard at the Final Approval Hearing; they may object or comment in
12 person at the hearing at their own expense. Class Counsel and Defendants' Counsel may respond
13 to any objection lodged with the Court up to five (5) court days before the Final Approval
14 Hearing.

15 **C. Requesting Exclusion.**

16 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the
17 Settlement by mailing a written request to be excluded from the Settlement ("Request for
18 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline.
19 To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last
20 four digits of the Class Member's Social Security Number; (3) the Class Member's signature;
21 and (4) the following statement: "Please exclude me from the Settlement Class in the
22 *Landingham v. Home At Last Community Development Corporation, et al.* matter" or any
23 statement of similar meaning standing for the proposition that the Class member does not wish
24 to participate in the Settlement. The Settlement Administrator shall immediately provide copies
25 of all Requests for Exclusion to Class Counsel and Defendants' Counsel and shall report the
26 Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance
27 of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using this
28 procedure will not be entitled to receive any payment from the Settlement and will not be bound

by the Settlement Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled. Settlement Class Members who worked during the PAGA Period as Aggrieved Employees that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

D. Disputes Regarding Settlement Class Members' Workweek Data.

Each Settlement Class Member may dispute the number of Workweeks attributed to him or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for Defendants and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendants and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Pay Periods during the PAGA Period. Specific calculations of the Individual

1 Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as
2 follows:

3 **A.** The Settlement Administrator will determine the total number of Workweeks
4 worked by each Settlement Class Member during the Class Period (“Class Member’s
5 Workweeks”), as well as the aggregate number of Workweeks worked by all Settlement Class
6 Members during the Class Period (“Class Workweeks”). Additionally, the Settlement
7 Administrator will determine the total number of Pay Periods worked by each Aggrieved
8 Employee during the PAGA Period (“Aggrieved Employee’s Pay Periods”), as well as the
9 aggregate number of Pay Periods worked by all Aggrieved Employees during the PAGA Period
10 (“PAGA Pay Periods”).

11 **B.** To determine each Settlement Class Member’s Individual Settlement Share, the
12 Settlement Administrator will use the following formula: Individual Settlement Share =
13 (Settlement Class Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

14 **C.** To determine each Participating Class Member’s Participating Individual
15 Settlement Share, the Settlement Administrator will determine the aggregate number of
16 Workweeks worked by all Participating Class Members during the Class Period (“Participating
17 Class Workweeks”) and use the following formula: Individual Settlement Share =
18 (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement
19 Amount.

20 **D.** The net amount of the Participating Individual Settlement Share is to be paid out
21 to Participating Class Members by way of check and is referred to as “Individual Settlement
22 Payment(s)”.

23 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
24 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
25 PAGA Payment = (Aggrieved Employee’s Pay Periods ÷ PAGA Pay Periods) x \$5,000.00 (the
26 PAGA Payment).

27 **F.** Individual Settlement Payments and Individual PAGA Payments shall be paid
28 to Participating Class Members and/or Aggrieved Employees by way of check. When a

1 Participating Class Member is also an Aggrieved Employee, one check may be issued that
2 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

3 **11. DISTRIBUTION OF PAYMENTS**

4 **A. Distribution of Individual Settlement Payments.**

5 Participating Class Members will receive an Individual Settlement Payment and
6 Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement
7 Payment and Individual PAGA Payment checks shall remain valid and negotiable for one
8 hundred and eighty (180) calendar days after the date of their issuance. Within seven (7)
9 calendar days after expiration of the 180-day period, checks for such payments shall be
10 canceled and funds associated with such checks shall be considered unpaid, unclaimed or
11 abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid
12 Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil
13 Procedure section 384, shall be transmitted to the California Controller’s Office, Unclaimed
14 Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject
15 to the requirements of Code of Civil Procedure section 384.

16 **B. Funding of Settlement.**

17 Funding of the Gross Settlement Amount should be as follows:

18 (1) Defendant shall, within seven (7) calendar days after the Final Approval
19 Date, make a payment of two hundred fifty thousand dollars (\$250,000), or half of the Gross
20 Settlement Amount, (as the same may be escalated pursuant to Paragraph 17 of this Agreement)
21 and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section
22 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC
23 insured banking institution, for distribution in accordance with this Agreement and the Court’s
24 Orders and subject to the conditions described herein.

25 (2) Defendant shall, within six (6) months following the Final Approval Date,
26 make a make a payment of two hundred fifty thousand dollars (\$250,000), or half of the Gross
27 Settlement Amount, (as the same may be escalated pursuant to Paragraph 17 of this Agreement)
28 and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section

1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court’s Orders and subject to the conditions described herein.

The deadlines for Defendant’s payment of the Gross Settlement Amount are contingent upon receipt of the payment instructions. Defendant expressly agrees to follow the Settlement Administrator’s payment instructions. The Parties agree that the deadlines for Defendant’s payment obligations with respect to each installment payment made under this Agreement shall be met upon initiating the electronic transfer of funds to the Settlement Administrator, pursuant to its instructions, provided, however, that any unsuccessful electronic transfer of funds be of no fault of Defendant. In the event of an unsuccessful electronic transfer of funds, the Parties agree to cooperate in good faith to resolve the issues.

C. Time for Distribution.

Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendants, or as soon thereafter as practicable, the Settlement Administrator shall distribute Payments from the QSA for: (1) the Service Award to Plaintiff as specified in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved by the Court; and (5) Individual PAGA Payments as specified in this Agreement and approved by the Court. The balance remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked by them in the Class Period.

12. ATTORNEYS’ FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys’ fees of up to thirty-three percent (33%) of the Gross Settlement Amount, which, unless escalated

pursuant to Paragraph 17 of this Agreement, amounts to One Hundred Sixty-Five Thousand Dollars and Zero Cents (\$165,000.00). Class Counsel shall further apply for, and Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

13. SERVICE AWARD TO PLAINTIFF

Named Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for participation in and assistance with the Class Action and for Plaintiff's General Release. This Service Award is in addition to Plaintiff's share of the Net Settlement Amount as a Participating Class Member. Any Service Award awarded to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the employees' share of taxes and withholdings with respect to the wage-portion of the Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be

1 based upon a flat withholding rate for supplemental wage payments in accordance with Treasury
2 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also
3 be made pursuant to applicable state and/or local withholding codes or regulations.

4 b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement
5 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
6 “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
7 thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes
8 set forth in this Section may be modified in a manner to bring Defendants into compliance with
9 any such changes.

10 c. All Employer Taxes shall be paid by Defendants separate, apart, and in addition
11 to the Gross Settlement Amount. Defendants shall remain liable to pay the employer’s share of
12 payroll taxes as described above.

13 d. Neither Counsel for Plaintiff nor Defendants intend anything contained in this
14 Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement
15 be relied upon as such within the meaning of United States Treasury Department Circular 230
16 (31 C.F.R. Part 10, as amended) or otherwise.

17 **15. PRIVATE ATTORNEYS’ GENERAL ACT ALLOCATION**

18 The Parties agree to allocate Twenty Thousand Dollars and Zero Cents (\$20,000.00) of
19 the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five
20 percent (75%) of the amount allocated toward PAGA (\$15,000.00) will be paid to the LWDA
21 and twenty-five percent (25%) (\$5,000.00) will be distributed to Aggrieved Employees on a *pro*
22 *rata* basis based upon their respective Pay Periods worked as Aggrieved Employees during the
23 PAGA Period. Aggrieved Employees will receive their Individual PAGA Payment amount
24 regardless of whether they submit a Request for Exclusion to be excluded from the Settlement
25 Class.

26 **16. COURT APPROVAL**

27 This Agreement is contingent upon an order by the Court granting Final Approval of the
28 Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it

becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

17. INCREASE IN WORKWEEKS

Defendants represent that there are no more than 25,566 Workweeks worked from March 13, 2020 through January 9, 2025. In the event the total number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 2,557 Workweeks, then it shall result in a pro rata increase of the Gross Settlement Amount. In other words, if the excess total number of Workweeks is 11%, the increase will be 1%, and if the excess is 10% or lower, the increase will be nothing (0%); provided, however, that if the workweeks through the end of the Class Period would exceed this 10% escalator, Defendants can elect to shorten the release period to avoid paying any additional gross settlement amount.

18. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website for a period of no less than four (4) years.

19. WITHDRAWAL FROM SETTLEMENT BASED ON REQUESTS FOR EXCLUSION

If the number of valid Requests for Exclusion identified by the Settlement Administrator exceeds 13% of the total of all Class Members, Defendant may, but is not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Costs

1 incurred up to the date of nullification. Defendant must notify Class Counsel and the Court of
2 its election to withdraw within ten (10) calendar after the Administrator sends the final list of
3 Requests for Exclusion to Defendant's Counsel; late elections will have no effect.

4 **20. MISCELLANEOUS PROVISIONS**

5 **A. Interpretation of the Agreement.**

6 This Agreement constitutes the entire agreement between the Parties with respect to its
7 subject matter. Except as expressly provided herein, this Agreement has not been executed in
8 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
9 written representations or terms shall modify, vary or contradict its terms. In entering into this
10 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
11 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
12 enforced under the laws of the State of California, both in its procedural and substantive aspects,
13 without regard to its conflict of law provisions. Any claim arising out of or relating to the
14 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
15 Court of the State of California for the County of Orange, and Plaintiff and Defendants hereby
16 consent to the personal jurisdiction of the Court in the Action over it solely in connection
17 therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties,
18 and each of them, participated in the negotiation and drafting of this Agreement and had available
19 to them the advice and assistance of independent counsel. As such, neither Plaintiff nor
20 Defendants may claim that any ambiguity in this Agreement should be construed against the
21 other. The Agreement may be modified only by a writing signed by counsel for the Parties and
22 approved by the Court.

23 **B. Further Cooperation.**

24 The Parties and their respective attorneys shall proceed diligently to prepare and execute
25 all documents, to seek the necessary approvals from the Court, and to do all things reasonably
26 necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they
27 will not take any action inconsistent with this Agreement, including, without limitation,
28 encouraging Class Members to opt out of the Settlement. In the event the Court finds that any

1 Party has taken actions inconsistent with the Settlement, including, without limitation,
2 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
3 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
4 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
5 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of
6 opt-outs and/or objections.

7 **C. Counterparts.**

8 The Agreement may be executed in one or more actual or non-original counterparts, all
9 of which will be considered one and the same instrument and all of which will be considered
10 duplicate originals.

11 **D. Authority.**

12 Each individual signing below warrants that he or she has the authority to execute this
13 Agreement on behalf of the Party for whom or which that individual signs.

14 **E. No Third-Party Beneficiaries.**

15 Plaintiff, Participating Class Members, Aggrieved Employees, the State of California,
16 Class Counsel, and Defendants are direct beneficiaries of this Agreement, but there are no third-
17 party beneficiaries.

18 **F. Deadlines Falling on Weekends or Holidays.**

19 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
20 or legal holiday, that deadline shall be continued until the following business day.

21 **G. Continuing Jurisdiction**

22 The Parties hereby agree that pursuant to Code of Civil Procedure section 664.6,
23 the trial court shall retain jurisdiction over the Parties over the Action to enforce the terms of this
24 Agreement.

25 **H. Severability.**

26 In the event that one or more of the provisions contained in this Agreement shall for any
27 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
28 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class

Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: 04/11/2025



Rodney Lanningham (Apr 11, 2025 12:08 PDT)

RODNEY LANDINGHAM
Plaintiff and Class Representative

Dated:

HOME AT LAST COMMUNITY
DEVELOPMENT CORPORATION
Defendant

By: Jennifer Young, CEO

AGREED AS TO FORM:

Dated: 4/09/2025



JOSHUA SHIRIAN
Counsel for Plaintiff RODNEY
LANDINGHAM

Dated:

ALFRED LANDEGGER
EVELYN ZARRAGA
JAMES BACON
Counsel for Defendants HOME AT LAST
COMMUNITY DEVELOPMENT
CORPORATION

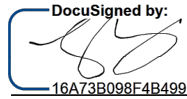
Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: _____

RODNEY LANDINGHAM
Plaintiff and Class Representative

Dated: 4/28/2025

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HOME AT LAST COMMUNITY
DEVELOPMENT CORPORATION
Defendant

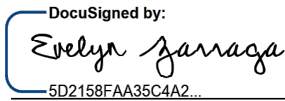
By: Jennifer Young, CEO

AGREED AS TO FORM:

Dated: _____

JOSHUA SHIRIAN
Counsel for Plaintiff RODNEY
LANDINGHAM

Dated: 4/16/2025

DocuSigned by:

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ALFRED LANDEGGER
EVELYN ZARRAGA
JAMES BACON
Counsel for Defendants HOME AT LAST
COMMUNITY DEVELOPMENT
CORPORATION

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING

Landingham v. Home At Last Community Development Corporation., et al.
(County of Los Angeles, California Superior Court Case No. 24STCV06227)

As a current or former non-exempt, hourly-paid California employee of Home At Last Community Development Corporation, you are entitled to receive money from a class and representative action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of a class and representative action lawsuit. If you are a Class Member or an Aggrieved Employee, it contains important information about your right to receive a payment from the Settlement.

You have received this Notice of Class Action Settlement because the records of Home At Last Community Development Corporation (“Home At Last” or “Defendant”) show you are a “Class Member” and/or an “Aggrieved Employee,” and therefore are entitled to a payment from this class and representative action Settlement. Class Members are all current and former non-exempt, hourly-paid employees who performed work for Defendant in California at any time from March 13, 2020, through March 10, 2025 (“Class Period” or “Settlement Period”). Aggrieved Employees are all current and former non-exempt, hourly-paid employees who performed work for Defendant in California at any time during the PAGA Period, which is defined as February 28, 2023, through March 10, 2025.

- The settlement is to resolve a class and representative action lawsuit, *Landingham v. Home At Last Community Development Corporation., et al.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 24STCV06227 (the “Lawsuit”), alleging, *inter alia*, that, during the Class Period, Defendant, as it pertains to Class Members: (1) failed to pay overtime wages; (2) failed to pay minimum wages; (3) failed to provide meal periods or compensation in lieu thereof; (4) failed to provide rest periods or compensation in lieu thereof; (5) failed to pay all wages due upon separation from employment; (6) failed to issue accurate and compliant wage statements; (7) failed to timely pay wages during employment; (8) failure to reimburse employees for business expenses; (9) violation of Labor Code section 227.3; and (10) engaged in unfair competition. Based on these and other alleged Labor Code violations, Plaintiff also seeks penalties under the California Labor Code Private Attorney Generals Act (“PAGA”) for allegedly Aggrieved Employees.
- On [REDACTED], the Los Angeles Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE CLASS SETTLEMENT	Exclude yourself from the class action portion of the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked in the PAGA Period as an hourly-paid non-exempt employee of Defendant then you will be deemed a “Aggrieved

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE CLASS SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, ILYM Group, Inc., about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [DATE AND TIME] in Department 6 of the Los Angeles Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012.

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED] .m. on [REDACTED], in the Los Angeles Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012, in Department 6. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Home At Last in the State of California as a non-exempt, hourly-paid employee at some point during the Class Period and/or PAGA Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Plaintiff Rodney Landingham was a non-exempt, hourly-paid employee of Defendant. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendant’s alleged failure to pay overtime and minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to provide rest periods or compensation in lieu thereof, failure to pay due wages upon separation from employment, failure to timely pay wages during employment, failure to issue compliant and accurate wage statements, failure to reimburse employees for business expenses, failure to pay vested vacation time, and unfair competition, among other claims.

Based on these and other alleged Labor Code violations, Plaintiff also seeks to recover civil penalties under PAGA.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Defendant denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$500,000.00, unless escalated pursuant to the Settlement Agreement. The Gross Settlement includes: (1) Administration Costs up to \$10,000.00 (2) up to 33% of the Gross Settlement Amount in attorneys' fees which, unless escalated pursuant to the Settlement Agreement, shall amount to \$165,000.00; (3) up to \$25,000.00 in litigation costs to Class Counsel, according to proof; (4) up to \$7,500.00 in a Service Award to the Class Representative and (5) payment allocated to PAGA penalties in the amount of \$20,000.00 of which 75% (or \$15,000.00) will be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five percent 25% (or \$5,000.00) will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$272,500.00 will be available for distribution to Class Members ("Net Settlement Amount"). Employer-side payroll taxes are excluded and will be separately paid by Home At Last.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of Qualifying Workweeks worked by Class Members in non-exempt, hourly-paid positions for Home At Last in California during the Class Period ("Qualifying Workweeks"). Specifically, Class Members' payments will be calculated by dividing the number of Qualifying Workweeks attributed to the Class Member by all Qualifying Workweeks attributed to members of the Settlement Class, multiplied by the Net Settlement Amount. Otherwise stated, the formula for a Class Member is: (Individual's Qualifying Workweeks ÷ total Settlement Class Qualifying Workweeks) x Net Settlement Amount. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$5,000.00 allocated as PAGA penalties to Aggrieved Employees, whether or not they opt out of the class settlement, based on the number of Qualifying Pay Periods worked by each Aggrieved Employees during the PAGA Period.

Defendant's records indicate that you worked [Qualifying Workweeks] as an hourly-paid employee in California during the Class Period and [Qualifying Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator and it must be postmarked no later than [RESPONSE DEADLINE]. Please include: (1) your name, address, telephone number, last four digits of your social security number and your signature; (2) a statement of your dispute and how many Qualifying Workweeks you contend should be credited to you; and (3) any documentation you have that you contend supports your dispute.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. Twenty percent (20%) of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and eighty percent (80%) will be allocated as civil or statutory penalties and interest, which will be reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks shall be sent to the California State Controller's Office Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to the Settlement and the Final Approval Order.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release all claims, rights, demands, liabilities and causes of action against the Released Parties asserted in the Operative Complaint that arose during the Class Period filed in the Action, or any and all claims that were or reasonably could have been asserted against the Released Parties based on the factual allegations in the Operative Complaint, as follows: For the duration of the Class Period, the release includes, for Plaintiff and Participating Class Members: (1) all claims for failure to pay overtime wages; (2) all claims for failure to pay minimum wages; (3) all claims for failure to provide meal periods or compensation in lieu thereof; (4) all claims for failure to provide rest periods or compensation in lieu thereof; (5) all claims for failure to pay all wages due upon separation from employment; (6) all claims for failure to issue accurate and compliant wage statements; (7) all claims for failure to timely pay wages during employment; (8) all claims for failure to reimburse employees for business expenses; (9) violation of Labor Code § 227.3; (10) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Complaint; (11) violation of or claims under the following sections of the California Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 1197, and 2802; and (12) violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties, interest, attorneys' fees, litigation costs, restitution, or equitable relief associated with all of such causes of action under California law (the "Class Released Claims").

For Plaintiff and all Aggrieved Employees, and, to the extent permitted by law, the State of California, the release includes for the duration of the PAGA Period, all claims, demands, rights, liabilities and causes of action asserted in the PAGA Notice, and alleged in the Operative Complaint for PAGA civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 in connection with alleged violations of Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210, 216, 225.5, 226, 226.7, 227.3, 232, 232.5, 246 *et seq.*, 510, 512, 1102.5, 1174, 1194, 1197, 1194.2, 1197, 1197.5, 1198, 1198.5, 2802, and 2810.5 (the "PAGA Released Claims"). The foregoing release shall be binding on Plaintiff, the Aggrieved Employees, and the State of California, and

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

shall bar by res judicata any claim under the PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to any claims predicated on the PAGA Released Claims. The Class Released Claims and PAGA Released Claims shall be referred to herein as the “Released Claims”.

“Released Parties” means Defendant and each of their past, present, and future respective subsidiaries, dba’s, affiliates, divisions, parents, insurers and reinsurers, and company-sponsored employee benefit plans of any nature and their successors and predecessors in interest, including all of their officers, directors, members, managers, partners, investors, assigns, joint venturers, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, administrators, fiduciaries, trustees, and agents.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, the last 4 digits of your Social Security Number, and the following statement or any statement standing for the proposition that you seek to be excluded from the Settlement Class: “Please exclude me from the Settlement Class in the *Landingham v. Home At Last Community Development Corporation., et al.* matter. I understand that by requesting exclusion, I will not participate in the class settlement and will not receive any money from the class settlement.”, or any statement of similar meaning standing for the proposition that you do not wish to participate in the Settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

Settlement Administrators
[Add Mailing Address]

Your written request for exclusion must be mailed to the Administrator and postmarked no later than [RESPONSE DEADLINE].

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the Class Settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing stating why you object to the Settlement. Your written objection must provide your name, address, the last four digits of your Social Security Number, signature, and a statement of the reason(s) why you believe that the Court should not approve the Settlement. Your written objection must be mailed the Administrator and postmarked no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for [REDACTED] at [REDACTED].m. in the Los Angeles Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012, in Department 6, and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://my.lacourt.org/laccwelcome>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER]. You may also choose to contact Class Counsel or Defendant's Counsel, whose information appears below:

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You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Los Angeles Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012, during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.org/casesummary/ui/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]