

**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 May 18, 2026, 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 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 September 11, 2026, at 9:00 a.m. 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 9:00 a.m. on September 11, 2026, 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.

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 \$9,000.00 (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. Individual Settlement Payments to Class Members will be issued prior to, or at minimum contemporaneously with, any payment of the requested Service Award to the Class Representative, Settlement Administration Costs, or Attorneys' Fees and Costs awarded to Class Counsel, as approved by the Court. Under the terms of the Settlement, payments to Class Members will not be delayed or preceded by payment of the Service Award, Settlement Administration Costs, or Attorneys' Fees and Costs.

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 <<MERGED_ClassWW>> as an hourly-paid employee in California during the Class Period and <<MERGED_PAGAPP>> during the PAGA Period. Based on these records, your estimated payment as a Class Member would be \$<<MERGED_ClassAward>> and your estimated payment as an Aggrieved Employee would be

§<<MERGED_PAGAAward>>. 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 August 11, 2026. 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.

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 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.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: info@ilymgroup.com

Your written request for exclusion must be mailed to the Administrator and postmarked no later August 11, 2026.

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 to the Administrator and postmarked no later than August 11, 2026. 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.

Final Approval Hearing

You may, if you wish, also appear at the Final Approval Hearing set for September 11, 2026 at 9:00 a.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 (888) 250-6810. You may also choose to contact Class Counsel or Defendant’s Counsel, whose information appears below:

CLASS COUNSEL

SHIRIAN LAW, P.C.

Joshua Shirian (Cal. Bar No. 341909)
josh@shirianlaw.com
10850 Wilshire Blvd., Suite 1260
Los Angeles, California 90024
Tel: (310) 907-5000
Fax: (310) 988-5000

DEFENDANT'S COUNSEL

LANDEGGER VERANO & DAVIS, ALC

Alfred Landegger (Cal. Bar No. 84419)
alfred@landeggeresq.com
Evelyn Zarraga, Esq. (Cal. Bar No. 296835)
evelyn@landeggeresq.com
James M. Bacon, Esq. (Cal. Bar No. 350133)
james@landeggeresq.com
15760 Ventura Blvd., Suite 1200
Encino, California 91436
Tel: 818.986.7561
Fax: 818.986.5147

You may also visit the Settlement Administrator's website at <https://ilymgroup.com/HomeAtLastCommunity> 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.