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on behalf of himself and all others similarly situated
and aggrieved

FILED
Superior Court of California
County of Los Angeles

05/18/2026

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

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 corporation; and DOES 1 through
100, inclusive,

Defendant.

CASE NO.: 24STCV06227

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

~~[AMENDED PROPOSED]~~ **ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Rodney Landingham (“Plaintiff”) for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Joshua Shirian, Plaintiff, and Lisa Mullins, the Amended Joint Stipulation Re: Class Action and
5 Representative Action Settlement (the “Amended Settlement,” “Amended Settlement Agreement”
6 or “Amended Agreement”), the proposed Notice of Proposed Class Action Settlement and Date for
7 Final Approval Hearing (“Class Notice”), the Supplemental Brief, and other documents submitted
8 in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND**
9 **DECREES THAT:**

10 1. The definitions set out in the Amended Settlement Agreement are incorporated by
11 reference into this Order as though set forth in full therein; all terms defined therein shall have the
12 same meaning in this Order.

13 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
14 Class Members” or “Class Members”) for the purpose of settlement only: all current and former
15 non-exempt, hourly-paid employees who performed work for Home At Last Community
16 Development Corporation (“Home At Last” or “Defendant”) in California at any time between
17 March 13, 2020 through March 10, 2025 (“Class Period”).

18 3. The Court preliminarily appoints the named plaintiff Rodney Landingham as Class
19 Representative and Joshua Shirian of Shirian Law, P.C., as Class Counsel.

20 4. The Court preliminarily approves the proposed class settlement upon the terms and
21 conditions set forth in the Amended Settlement Agreement. The Court finds, on a preliminary basis,
22 that the settlement appears to be within the range of reasonableness of settlement that could
23 ultimately be given final approval by the Court. It appears to the Court on a preliminary basis that
24 the settlement amount is fair, adequate, and reasonable as to all potential class members when
25 balanced against the probable outcome of further litigation relating to liability and damages issues.
26 It further appears that extensive and costly investigation and research has been conducted such that
27 counsel for the parties at this time are reasonably able to evaluate their respective positions. It
28 further appears to the Court that the settlement at this time will avoid substantial additional costs to

1 all parties, as well as the delay and risks that would be presented by the further prosecution of the
2 Action. It further appears that the settlement has been reached as the result of intensive, non-
3 collusive and arms-length negotiations utilizing an experienced third-party neutral.

4 5. The Court approves, as to form and content, the Class Notice attached hereto as
5 **Exhibit A.**

6 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
7 the Class Members in accordance with the procedures set forth in the Amended Settlement
8 Agreement. The Court finds that dissemination of the Class Notice set forth in the Amended
9 Settlement Agreement complies with the requirements of law and appears to be the best notice
10 practicable under the circumstances.

11 7. The Court hereby preliminarily approves the definition and disposition of the Gross
12 Settlement Amount of \$500,000.00, which is inclusive of: attorneys' fees of thirty-three percent
13 (33%) of the Gross Settlement Amount, which, if not escalated pursuant to the Amended Settlement
14 Agreement, amounts to \$165,000.00, in addition to actual costs incurred of up to \$25,000.00; service
15 award of up to \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$9,000.00
16 and Private Attorneys' General Act of 2004 ("PAGA") penalties in the amount of \$20,000.00, of
17 which \$15,000.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA")
18 and \$5,000.00 (25%) to "Aggrieved Employees," defined as all non-exempt, hourly-paid employees
19 who performed work for Home At Last in California as non-exempt, hourly-paid employees that
20 worked at any time between February 28, 2023 through March 10, 2025 ("PAGA Period").

21 8. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
22 paid separately and apart by Defendant on the wages portion of the Gross Settlement Amount.

23 9. "Qualifying Workweek" shall mean a workweek worked by a Settlement Class
24 Member for Home At Last in a non-exempt, hourly position during the Class Period.

25 10. "Qualifying Pay Period" is any pay period worked by an Aggrieved Employee for
26 Home At Last during the PAGA Period.

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1 11. The Gross Settlement Amount is based on Defendant’s representation that the
2 Settlement Class worked approximately 25,566 Qualifying Workweeks during the Class Period. In
3 the event the total number of Workweeks worked by Class Members during the Class Period
4 increases by more than 10%, or 2,557 Workweeks, then it shall result in a pro rata increase of the
5 Gross Settlement Amount. In other words, if the excess total number of Workweeks is 11%, the
6 increase will be 1%, and if the excess is 10% or lower, the increase will be nothing (0%).

7 12. The Court deems ILYM Group, Inc. (“ILYM” or “Settlement Administrator”), the
8 settlement administrator, and payment of administrative costs, not to exceed \$9,000.00 out of the
9 Gross Settlement Amount for services to be rendered by ILYM on behalf of the class.

10 13. Before the date by which Plaintiff is required to file the Motion for Final Approval
11 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a
12 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
13 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
14 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
15 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
16 number of written objections and attach the Exclusion List. The Administrator will supplement its
17 declaration as needed or requested by the Parties and/or the Court.

18 14. The Court directs Defendant’s Counsel to provide ILYM with information with
19 respect to each Class Member and/or Aggrieved Employee by May 28, 2026, including his or her:
20 (1) name; (2) last known address(es) currently in Defendant’s possession, custody, or control; (3)
21 last known telephone number(s) currently in Defendant’s possession, custody, or control; (4) last
22 known Social Security Number(s) in Defendant’s possession, custody, or control; (5) the dates of
23 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)) for each
24 Settlement Class Member (hereafter, the “Class List”).

25 15. Upon receipt of the Class List, the Settlement Administrator shall perform an address
26 search using the United States Postal Service National Change of Address (“NCOA”) database and
27 update the addresses contained on the Class List with the newly-found addresses, if any. To the
28 extent that this process yields an updated address, that updated address shall replace the last known

1 address and be treated as the new last known address for purposes of this Settlement, and for
2 subsequent mailings.

3 16. Because Social Security Numbers are included in the Class List, the Settlement
4 Administrator shall maintain the Class List in confidence, and shall only access and use the data to
5 administer the settlement in conformity with the Amended Settlement Agreement and the Court's
6 orders approving the settlement.

7 17. Using best efforts to perform as soon as possible, and in no event later than June 11,
8 2026, the Settlement Administrator shall mail the Class Notice in English and Spanish to the
9 Settlement Class Members via first-class regular U.S. Mail using the most current mailing address
10 information available.

11 18. "Response Deadline" means the deadline for Settlement Class Members to mail any
12 Requests for Exclusion, Objections, or Qualifying Workweek Disputes to the Settlement
13 Administrator, which is August 11, 2026, unless a Class Member's notice is re-mailed. In such an
14 instance, the Response Deadline shall be August 11, 2026 or fifteen (15) calendar days after the
15 notice is re-mailed, whichever is later, in which to postmark a Request for Exclusion, Qualifying
16 Workweek Dispute or Objection. The date of the postmark shall be the exclusive means for
17 determining whether a Request for Exclusion, Objection, or Qualifying Workweek Dispute was
18 submitted by the Response Deadline.

19 19. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
20 must send the Administrator, by mail, a signed written Request for Exclusion not later than August
21 11, 2026 (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request
22 for Exclusion is a letter from a Class Member or his/her representative that reasonably
23 communicates the Class Member's election to be excluded from the Settlement and includes the
24 Class Member's name, address and email address or telephone number. To be valid, a Request for
25 Exclusion must be postmarked by the Response Deadline.

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1 20. Any Class Member who does not opt out of the Settlement Class by submitting a
2 timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those
3 pertaining to the Class Released Claims, as well as any Judgment that may be entered by the Court
4 if Final Approval of the Class Settlement is granted.

5 21. All Aggrieved Employees (including Plaintiff) and the State of California will be
6 bound by all terms of the Amended Settlement, including those pertaining to the Released Claims,
7 as well as any Judgment that may be entered by the Court if Final Approval of the Class Settlement
8 is granted.

9 22. Not later than August 28, 2026, the Administrator shall email a list to Class Counsel
10 and Defense Counsel containing (a) the names and other identifying information of Class Members
11 who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other
12 identifying information of Class Members who have submitted invalid Requests for Exclusion; (c)
13 copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

14 23. Participating Class Members may send written objections to the Administrator by
15 mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to
16 appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class
17 Member who elects to send a written objection to the Administrator must do so not later than August
18 11, 2026 (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

19 24. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
20 Request for Exclusion will control and the Objection will be overruled.

21 25. Each Class Member shall have up to and including August 11, 2026 (plus an
22 additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of
23 Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
24 The Class Member may challenge the allocation by communicating with the Administrator via mail.
25 The Administrator must encourage the challenging Class Member to submit supporting
26 documentation.

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1 26. Defendant shall fund the Gross Settlement Amount, and also fund the amounts
2 necessary to fully pay Defendant's share of payroll taxes, as follows:

3 a. Defendant shall, within seven (7) calendar days after the Final Approval Date, make
4 a payment of two hundred fifty thousand dollars (\$250,000), or half of the Gross
5 Settlement Amount, (as the same may be escalated pursuant to the Amended
6 Settlement Agreement) and Employer Taxes to the Settlement Administrator.

7 b. Defendant shall, within six (6) months following the Final Approval Date, make a
8 make a payment of two hundred fifty thousand dollars (\$250,000), or half of the
9 Gross Settlement Amount, (as the same may be escalated pursuant to Paragraph 17
10 of this Agreement) and Employer Taxes to the Settlement Administrator.

11 27. Within seven (7) days after Defendant funds the Gross Settlement Amount, the
12 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
13 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
14 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
15 Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
16 Payment and the Class Representative Service Payment shall not precede disbursement of Individual
17 Class Payments and Individual PAGA Payments.

18 28. Individual Settlement Payments to Participating Class Members shall be disbursed
19 prior to, or at minimum contemporaneously with, any payment of the Service Award, Attorneys'
20 Fees and Costs, and Settlement Administration Costs. Under no circumstances shall the Service
21 Award or Attorneys' Fees and Costs be paid before Individual Settlement Payments are issued to
22 Class Members.

23 29. Individual Settlement Payment and Individual PAGA Payment checks shall remain
24 valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance.
25 In the event that any checks mailed to Participating Class Members and/or Aggrieved Employees
26 are not cashed, deposited, or otherwise negotiated within the 180-day period, then the checks shall
27 be sent to the California State Controller's Office Unclaimed Property Fund in the name of the
28 individual, and such Class Members and/or Aggrieved Employees shall nevertheless be bound to

1 the Settlement and the Final Approval Order. Thus, there shall be no “Unpaid Residue” subject to
2 the requirements of California Code of Civil Procedure section 384.

3 30. All papers filed in support of final approval, including supporting documents for
4 attorneys’ fees and costs, shall be filed by July 10, 2026.

5 31. A Final Approval Hearing shall be held with the Court on September 11, 2026 at 9:00
6 a.m. in Department 6 of the above-entitled Court to determine: (1) whether the proposed settlement
7 is fair, reasonable and adequate, and should be finally approved by the Court; (2) the amount of
8 attorneys’ fees and costs to be awarded to Class Counsel; (3) the amount of service award to the
9 Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the amount
10 to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

11 **IT IS SO ORDERED.** The deadline for filing responses to objections and for the claims
12 administrator to submit final report regarding the opt-outs and the
objections is August 31, 2026.

13 Dated: 05/18/2026



Elihu M. Berle

Elihu M. Berle / Judge
The Hon. Elihu M. Berle
Judge of the Superior Court

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