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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

GRACE MORA, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

NOAH HOMES, INC., a California nonprofit
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 37-2024-00025538-CU-OE-CTL

Assigned for All Purposes to:
Honorable Carolyn Caietti
Department C-70

CLASS ACTION

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF CLASS
NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

*[Declaration of Proposed Class Counsel
(Douglas Han); Declaration of April Mora; and
[Proposed] Order filed concurrently herewith]*

Hearing Date: April 10, 2026
Hearing Time: 10:30 a.m.
Hearing Place: Department C-70

Complaint Filed: May 31, 2024
FAC Filed: November 19, 2025
Trial Date: None Set

1 **PLEASE TAKE NOTICE** that on April 10, 2026 at 10:30 a.m., or as soon as the matter
2 may be heard, before the Honorable Carolyn Caietti in Department C-70 of the San Diego County
3 Superior Court located at 330 West Broadway San Diego, California 92101, April Mora, the
4 successor in interest for the late named plaintiff Grace Mora pursuant to Code of Civil Procedure
5 section 377, *et seq.* (“Plaintiff”), will and hereby does move for an order:

- 6 • Granting Preliminary Approval of the class action settlement described herein and
7 as set forth in the Class Action and PAGA Settlement Agreement (“Settlement
8 Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2** to the
9 Declaration of Douglas Han, including, and not limited to, the means of allocation
10 and distribution of the funds;
- 11 • Approving the Court Approved Notice of Class Action Settlement and Hearing
12 Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to the
13 Settlement Agreement;
- 14 • Directing the mailing of the Class Notice with a postage-paid return envelope to
15 the Class Members;
- 16 • Approving the proposed deadlines for the settlement administration process;
- 17 • Conditionally certifying the Class for settlement purposes only;
- 18 • Appointing Justice Law Corporation as Class Counsel;
- 19 • Approving ILYM Group, Inc. as the Administrator;
- 20 • Appointing Plaintiff as the class representative; and
- 21 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
22 Agreement, at which time the Court will also consider whether to grant Final
23 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
24 Litigation Expenses Payment, Class Representative Service Payment,
25 Administration Expenses Payment, and approval of the allocation of the Private
26 Attorney General Act of 2004 (“PAGA”) Penalties.

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1 This motion is based upon the following memorandum of points and authorities;
2 Declaration of Proposed Class Counsel (Douglas Han); Declaration of April Mora; [Proposed]
3 Order filed concurrently with this motion; pleadings and other records on file with the Court in
4 this matter; and such documentary evidence and oral argument as may be presented at the hearing
5 on this motion.

6
7 Dated: March 16, 2026

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
10 *Attorneys for Plaintiff*
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1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary proposed wage-and-hour
3 class action settlement on behalf of all current and former hourly-paid or non-exempt employees
4 of Defendant Noah Homes, Inc. (“Defendant”) within the State of California at any time during
5 the period from May 31, 2020, through July 16, 2025 (“Class,” “Class Members,” and “Class
6 Period”). As of the date of mediation (April 17, 2025), the number of Class Members is estimated
7 to be three hundred fifty-eight (358), which was confirmed by Defendant. (Declaration of Douglas
8 Han In Support of Motion for Preliminary Approval of Class Action Settlement (“Han Decl.”), ¶¶
9 7, 8.)

10 **II. BACKGROUND**

11 On May 31, 2024, a wage-and-hour class action lawsuit was filed in the Superior Court of
12 California, County of San Diego, alleging eight (8) causes of action. (Han Decl., *supra*, at ¶ 9.)

13 After engaging in discovery, investigations, and negotiation, on April 17, 2025, the Parties
14 attended mediation with the mediator Jeffrey Fuchsman, eventually resulting in a settlement via a
15 mediator’s proposal. (Han Decl., *supra*, at ¶ 10.)

16 In line with the settlement, on October 31, 2025, written notice was provided to the
17 California Labor and Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 11;
18 Exhibit 3.)

19 On November 19, 2025, a First Amended Complaint was filed that adjusted the “class”
20 definition and added a cause of action for violation of Labor Code section 2698 (PAGA). (Han
21 Decl., *supra*, at ¶ 12; Exhibit 4.)

22 Pursuant to Code of Civil Procedure section 377, *et seq.*, April Mora became the successor
23 in interest for the late named plaintiff Grace Mora. (Han Decl., *supra*, at ¶ 13.)

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III. INVESTIGATION/ LITIGATION HISTORY

a. Discovery, Investigation, and the Parties' Staunchly Conflicting Positions

After initiating this lawsuit, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 15.) Special interrogatories and requests for production of documents were drafted and propounded. (*Ibid.*) The Parties then met and conferred and agreed to engage in the informal exchange of information and eventually attended mediation. (*Ibid.*)

Prior to the mediation, Defendant produced documents relating to its policies, practices, and procedures. (Han Decl., *supra*, at ¶ 16.) As part of Defendant's production, Class Counsel reviewed time records, pay records, and information relating to the size and scope of the Class. (*Ibid.*) Putative class members were also located and interviewed to attain a better understanding of the extent and frequency of the alleged day-to-day violations. (*Ibid.*)

Based on the information provided by Defendant and interviews with putative class members, Plaintiff contends – and Defendant denies – Defendant: (1) failed to provide employees with legally mandated meal and rest breaks; (2) failed to pay employees for all hours worked; (3) failed to include non-discretionary bonuses in employees' regular rate of pay; (4) maintained an improper rounding practice; (5) failed to reimburse employees for necessary business expenses; (6) issued noncompliant wage statements; and (7) is liable for waiting time penalties. (Han Decl., *supra*, at ¶¶ 18-26.)

b. The Parties Were Able to Reach an Agreement

i. The Parties Attended Mediation Which Led to the Settlement

The Parties attended mediation with an experienced mediator. (Han Decl., *supra*, at ¶ 27.) Under the auspices of the mediator, the Parties reached a settlement via a mediator's proposal, the terms of which were memorialized in the Settlement Agreement. (*Id.* at ¶ 27; Exhibits 2, 5.)

ii. The Settlement Was Reached as a Result of Arm's-Length Negotiations

The Settlement was reached because of arm's-length negotiations. (Han Decl., *supra*, at ¶ 30.) Though cordial and professional, the settlement negotiations have always been adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties' counsel conducted arm's-length settlement negotiations until an agreement was ultimately reached. (*Ibid.*)

1 The expense and length of additional proceedings necessary to continue the litigation
2 through trial and any possible appeals was recognized. (Han Decl., *supra*, at ¶ 31.) The uncertainty
3 and risk of further litigation, potential outcome, and difficulties and delays inherent in such
4 litigation was also considered. (*Ibid.*) Based on the foregoing, Plaintiff and Class Counsel believe
5 that the Settlement Agreement is a fair, adequate, and reasonable settlement and is in the best
6 interests of the Class Members. (*Ibid.*)

7 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

8 The Parties investigated and evaluated the strengths and weaknesses of the claims and
9 defenses before reaching the Settlement Agreement and engaged in research and discovery to
10 support the Settlement Agreement. (Han Decl., *supra*, at ¶ 32.) The Settlement Agreement was
11 only possible following an investigation and evaluation of the relevant policies and practices,
12 permitting Class Counsel to engage in an analysis of liability and potential damages. (*Ibid.*) This
13 case has reached the stage where the Parties understand “the strength of the case; the
14 reasonableness of the settlement in light of the attendant risks of litigation, and in light of the best
15 possible recovery” sufficient to support the reasonableness, adequacy, and fairness of the
16 Settlement Agreement. (Han Decl., *supra*, at ¶ 32; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485
17 F.Supp. 610, 617.)

18 **c. Terms of the Settlement**

19 **i. Deductions from the Settlement**

20 The Parties agreed that (subject to the Court’s approval) this matter be settled and
21 compromised for the non-reversionary sum of \$950,000 (“Gross Settlement Amount”) which
22 includes: (1) Class Counsel Fees Payment up to \$332,500 (35% of the Gross Settlement Amount);
23 (2) Class Counsel Litigation Expenses Payment up to \$25,000; (3) Class Representative Service
24 Payment up to \$10,000; (4) Administration Expenses Payment up to \$15,000; and (5) PAGA
25 Penalties up to \$75,000. (Han Decl., *supra*, at ¶ 28.)

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1 **ii. Calculating Settlement Payments**

2 After all the Court-approved deductions from the Gross Settlement Amount, it is estimated
3 that \$492,500 (“Net Settlement Amount”) will be paid to the Participating Class Members – with
4 a gross *average* Individual Class Payment estimated at \$1,375.70. (Han Decl., *supra*, at ¶ 29.)

5 The Participating Class Members will receive a proportionate share of the Net Settlement
6 Amount using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 27;
7 Exhibit 2, *supra*, at § C(2)(e).) The Individual Class Payments will be allocated twenty percent
8 (20%) to the settlement of wage claims and eighty percent (80%) to the settlement of claims for
9 interests and penalties. (*Ibid.*)

10 The portion of the PAGA Penalties that will be paid to each PAGA Employee shall be
11 determined using the formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 27;
12 Exhibit 2, *supra*, at § C(2)(d).) The PAGA Employees’ portion of the PAGA Penalties will be
13 allocated as one hundred percent (100%) penalties. (*Ibid.*)

14 **iii. Notice to the Class**

15 No later than fourteen (14) calendar days after the Court grants Preliminary Approval,
16 Defendant will deliver the Class Data to the Administrator. (Han Decl., *supra*, at ¶ 27; Exhibit 2,
17 *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class Data, the
18 Administrator will send the Class Notice with a translation to all the Class Members identified in
19 the Class Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

20 **iv. Distribution of Funds**

21 The Gross Settlement Amount will be funded and distributed pursuant to the timeline and
22 manner set forth in the Agreement. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at §§ D(2), D(3).)
23 The uncashed settlement checks will be canceled and transmitted to the California Controller’s
24 Unclaimed Property Fund in the name of the Class Member. (*Id.* at §§ D(3)(a), D(3)(c).)

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1 **v. Release of Claims**

2 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
3 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
4 Participating Class Members, on behalf of themselves and their respective former and present
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
6 Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(2).)

7 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
8 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
9 Participating and Non-Participating Class Members, who are PAGA Employees, are deemed to
10 release, on behalf of themselves and their former and present representatives, agents, attorneys,
11 heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA
12 Claims. (Han Decl., *supra*, at ¶ 27; Exhibit 2, *supra*, at § E(3).)

13 Effective on the date when Defendant funds the entire Gross Settlement Amount and funds
14 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff
15 and Plaintiff's former and present spouses, representatives, agents, attorneys, heirs, predecessors
16 in interest, administrators, successors, and assigns generally release and discharge the Released
17 Parties from the Plaintiff's Complete and General Release. (Han Decl., *supra*, at ¶ 27; Exhibit 2,
18 *supra*, at § E(1).) Plaintiff also expressly waives and relinquishes the provisions, rights, and
19 benefits, if any, of section 1542 of the Civil Code. (*Ibid.*)

20 With regards to class action releases, “[A] court may release not only those claims alleged
21 in the complaint and before the court, but also claims which ‘could have been alleged by reason of
22 or in connection with any matter or fact set forth or referred to in’ the complaint.”” (*Amaro v.*
23 *Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in
24 this case are acceptable because they are limited to the scope of the allegations in the operative
25 complaints. Moreover, the released claims are ““based on *the identical factual predicate* as that
26 underlying the claims in the settled class action.”” (*Ibid.*) In other words, the released claims do
27 not ““go beyond the scope of the allegations in the operative complaint”” (*Ibid.*)

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1 **d. Counsel for Both Parties Are Experienced in Similar Litigation**

2 The Parties’ counsel are experienced in wage-and-hour employment law and class actions.
3 (Han Decl., *supra*, at ¶¶ 2-6; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf
4 of employees for Labor Code violations and are experienced and qualified to evaluate the class
5 claims, settlement versus trial on a fully informed basis, and viability of the defenses. (*Ibid.*) This
6 experience instructed Class Counsel on the risks and uncertainties of further litigation and guided
7 their determination to endorse the Settlement Agreement.¹ (*Ibid.*)

8 **IV. ARGUMENT**

9 **a. Class Action Settlements Are Subject to Court Review**

10 Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before
11 final approval, the court must conduct an inquiry into the fairness of the proposed settlement.”
12 (Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary
13 approval of class settlements:

- 14 (a) A settlement or compromise of an entire class action, or a cause of action in a class
15 action, or as to a party, requires the approval of the court after hearing.
16 . . .
17 (b) Any party to a settlement agreement may serve and file a written notice of motion
18 for preliminary approval of the settlement. The settlement agreement and proposed
19 notice to class members must be filed with the motion, and the proposed order must
20 be lodged with the motion.

21 Courts have discretion to approve settlements that are fair, not collusive, and consider “all
22 the normal perils of litigation as well as the additional uncertainties inherent in complex class
23 actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub*
nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n (1981) 452 U.S. 905.)

24 ¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until
25 the Class Notice has been mailed to the Class Members, and the Class Members have had an
26 opportunity to respond. This information will be provided to the Court in conjunction with the
27 Motion for Final Approval.

28 ² The California Supreme Court has authorized California’s trial courts to use Federal Rule
23 and cases applying it for guidance in considering class issues. (*Vasquez v. Superior Court*
(1971) 4 Cal.3d 800, 821; *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate,
the Parties cite Federal Rule 23 and federal case law in addition to California law.

1 **b. The Settlement Is a Reasonable Compromise of Claims**

2 An understanding of the amount in controversy is an important factor in whether the
3 settlement “of the class members’ claims is reasonable in light of the strengths and weaknesses of
4 the claims and the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
5 Cal.App.4th 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186
6 Cal.App.4th 399, 409.) The most important factor in this regard is ““the strength of the case for
7 plaintiffs on the merits, balanced against the amount offered in settlement.”” (*Kullar*, at p. 130;
8 see also *Munoz*, at p. 409.)

9 *Kullar’s* instructions to the court are not to “decide the merits of the case or to substitute
10 its evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker*
11 *Retail, Inc., supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require a statement of the maximum
12 amount the class could recover if plaintiff prevailed on all his claims, provided there is a record
13 that allows “an understanding of the amount that is in controversy and the realistic range of
14 outcomes of the litigation.” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles, supra*, 186
15 Cal.App.4th at p. 409.) “[A]s the court does when it approves a settlement as in good faith under
16 Code of Civil Procedure § 877.6, the court must at least satisfy itself that the class settlement is
17 within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

18 **i. The Settlement Amount of \$950,000 Is Fair and Reasonable**

19 The Settlement Agreement was only possible following an investigation and evaluation of
20 the relevant policies and procedures, as well as the data produced, as referenced in Section III
21 above, permitting Class Counsel to engage in an analysis of liability and potential damages. (Han
22 Decl., *supra*, at ¶ 32.)

23 The claims are predicated on the alleged: (1) failure to properly calculate and pay overtime
24 wages; (2) failure to pay minimum wages; (3) failure to provide meal and rest breaks and pay
25 applicable premium wages; (4) failure to timely pay wages; (5) failure to issue compliant wage
26 statements; (6) failure to reimburse business expenses; (7) violation of PAGA; and (8) violation
27 of Business & Professions Code section 17200. (Han Decl., *supra*, at ¶ 33.) Defendant vehemently
28 denies the theories of liability. (*Id.* at ¶ 34.)

1 While Plaintiff believes that the case is suitable for certification, uncertainties with respect
2 to certification are always present. (Han Decl., *supra*, at ¶ 35.) As the California Supreme Court
3 ruled in *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is a
4 matter of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug Stores, Inc.*
5 have reached different conclusions regarding certification of wage-and-hour claims.³ (Han Decl.,
6 *supra*, at ¶ 35.) Thus, the calculations for potential damages were discounted.

7 **ii. The PAGA Penalties of \$75,000 Is Reasonable**

8 The provisions of the Labor Code potentially triggering the PAGA penalties include Labor
9 Code sections 201, 202, 203, 204, 206, 206.5, 208, 212, 213(d), 221, 223, 224, 226(a-c), 226.3,
10 226.7, 227.3, 233, 234, 246(l), 510, 512(a), 513, 551, 552, 558, 1030, 1174(c), 1174(d), 1174.5,
11 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1199, 2800, 2801, and 2802. (Han Decl., *supra*, at ¶
12 44.) Defendant asserted that, regardless of the results of the underlying causes of action, the PAGA
13 penalties are not mandatory but permissive and discretionary. (*Ibid.*) Defendant also maintained
14 that it had a strong argument that it would be unjust to award the maximum PAGA penalties given
15 the state of the law regarding the PAGA penalties. (Han Decl., *supra*, at ¶ 45; *Thurman v. Bayshore*
16 *Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)
17 Furthermore, when limited to the initial violation, the PAGA penalties could be limited to
18 approximately **\$22,700** (227 PAGA Employees x \$100 penalty for initial violation) on the low end
19 and approximately **\$158,900** (227 PAGA Employees x \$100 penalty for initial violation x 7
20 theories of recovery) on the high end. (Han Decl., *supra*, at ¶¶ 46-48.)

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25 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2* (2006)
144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006) 141
Cal.App.4th 1422 [affirming denial of certification].)

It was recognized that the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 49.) Many of the causes of action brought were also duplicative of the statutory claims. (*Ibid.*) Allocating \$75,000 to the PAGA penalties was reasonable given that Defendant is also paying an additional \$875,000 in the class settlement. (*Ibid.*) When the PAGA penalties are negotiated in good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are reasonable.⁴ (*Ibid.*)

Considering the defenses, supporting evidence, and position that the case is not suitable for class treatment, the Settlement Agreement is reasonable, adequate, and fair.

c. Discount Analysis Justifies the Settlement

Excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure, assuming certification and prevailing at trial, would be about **\$5,038,226.21** on the low end and around **\$5,326,877.41** on the high end. (Han Decl., *supra*, at ¶ 50.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$550,538.83	70%	60%	\$66,064.66
Meal Break Premiums	\$2,195,336.88	60%	50%	\$439,067.38
Overtime/Minimum Wage: Off-the-Clock Work	\$577,302.40 to \$865,953.60	50%	50%	\$144,325.60 to \$216,488.40
Regular Rate	\$11,990.10	40%	50%	\$3,597.03
Rounding	\$18,999.60	30%	50%	\$6,649.86
Unreimbursed Business Expenses	\$224,010	30%	70%	\$47,042.10
Wage Statement Penalty	\$715,050	50%	50%	\$178,762.50
Waiting Time Penalty	\$744,998.40	50%	50%	\$186,249.60
MAXIMUM TOTAL EXPOSURE	\$5,038,226.21 to \$5,326,877.41 ⁵			\$1,071,758.73 to \$1,143,921.53 ⁶

⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-0844 EDL) 2009 U.S. Dist. LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579, “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims.”)

⁵ (Han Decl., *supra*, at ¶¶ 36-44.)

⁶ (*Id.* at ¶¶ 51-58.)

1 The realistic recovery for this case is about **\$1,071,758.73** on the low end and
2 **\$1,143,921.53** on the high end. (Han Decl., *supra*, at ¶ 59.) The Gross Settlement Amount is about
3 eighteen percent (17.83%) of the maximum potential exposure and around eighty-three percent
4 (83.05%) of the maximum realistic exposure at trial, which is a reasonable settlement. (*Ibid.*)

5 The only question at preliminary approval is whether the settlement is within the range of
6 possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979) 594
7 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D.Cal. 2007) 240 F.R.D. 564, 575.) “The fact that
8 a proposed settlement may only amount to a fraction of the potential recovery does not, in and of
9 itself, mean that the proposed settlement is grossly inadequate and should be disapproved.”
10 (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v. Cellular Alaska*
11 *P’ship* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of outcome in litigation
12 and avoidance of wasteful and expensive litigation that induce consensual settlements. The
13 proposed settlement is not to be judged against a hypothetical or speculative measure of what
14 might have been achieved by the negotiators”). This settlement is in line with the realistic exposure
15 if Plaintiff had prevailed at trial and provides a significant recovery for the Class Members.

16 **d. Conditional Certification of the Class Is Appropriate**

17 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one of
18 a common or general interest, of many persons, or when the parties are numerous, and it is
19 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
20 *supra*, 34 Cal.4th at p. 326.) California courts certify class actions if plaintiff identifies “both [1]
21 an ascertainable class and [2] a well-defined community of interest among class members.” (*Ibid.*)

22 The Class is ascertainable and numerous as to make it impracticable to join all the Class
23 Members, and there are common questions of law and fact that predominate over any questions
24 affecting the individual Class Member. (Han Decl., *supra*, at ¶ 60.) Plaintiff contends that Grace
25 Mora’s claims are typical of the claims of the Class, and Class Counsel will fairly and adequately
26 protect the interests of the Class. (*Ibid.*) The prosecution of separate actions by the individual Class
27 Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

28 ///

1 **i. The Proposed Class Is Ascertainable and Sufficiently Numerous**

2 “Ascertainability is required in order to give notice to putative class members as to whom
3 the judgment in the action will be res judicata.” (*Hicks v. Kaufman & Broad Home Corp.* (2001)
4 89 Cal.App.4th 908, 914.) “A class is ascertainable if it identifies a group of unnamed plaintiffs
5 by describing a set of common characteristics sufficient to allow a member of that group to identify
6 himself or herself as having a right to recover based on the description.” (*Bartold v. Glendale*
7 *Federal Bank* (2000) 81 Cal.App.4th 816, 828.) The proposed class must also be sufficiently
8 numerous. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

9 This case involves approximately three hundred fifty-eight (358) Class Members, meaning
10 that the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 61; *Ghazaryan v. Diva Limousine,*
11 *Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current
12 and former employees” is sufficiently numerous].)

13 **ii. Class Members Share a Well-defined Community of Interest**

14 The community of interest requirement “embodies three factors: (1) predominant common
15 questions of law or fact; (2) class representatives with claims or defenses typical of the class; and
16 (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v.*
17 *Superior Court, supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for
18 certification *does not mandate that class members have uniform or identical claims.*” (*Capitol*
19 *People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis
20 in original).) The courts focus on the defendant’s internal policies and “pattern and practice . . . in
21 order to assess whether that common behavior toward similarly situated plaintiffs renders class
22 certification appropriate.” (*Ibid.*) The application of each of these factors is discussed below.

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Plaintiff asserts that common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 62.) Plaintiff contends that all the Class Members were subject to the same or similar employment practices, policies, and procedures described above. (*Ibid.*)

Typical claims rely on legal theories and facts that are substantially like those of other class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

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If the court has certified the action as a class action, notice of the final approval hearing must be given to class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.

V. CONCLUSION

Dated: March 16, 2026

By: D. Han
Douglas Han
Attorneys for Plaintiff

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is ccastro@justicelawcorp.com

On March 16, 2026, I served the foregoing document described as

**NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE;
MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF**

for the following case: **Grace Mora v. Noah Homes, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM- 1135423-25**
Court Case No.: 37-2024-00025538-CU-OE-CTL
San Diego County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on March 16, 2026, at Pasadena, California.



Christina Castro