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Superior Court of California,  
County of San Diego  
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By E. Noriega, Deputy Clerk

*Attorneys for Plaintiff*

**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

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code § 17200, *et seq.*

**DEMAND FOR JURY TRIAL**

1 COME NOW, Plaintiff GRACE MORA (“Plaintiff”), individually, and on behalf of  
2 other members of the general public similarly situated, and alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to the Code of Civil Procedure section 382.  
5 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction  
6 limits of the Superior Court and will be established according to proof at trial.

7 2. This Court has jurisdiction over this action pursuant to the California  
8 Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in  
9 all other causes” except those given by statute to other courts. The statutes under which this  
10 action is brought do not specify any other basis for jurisdiction.

11 3. This Court has jurisdiction over Defendant because, upon information and  
12 belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or  
13 otherwise intentionally avails itself of the California market so as to render the exercise of  
14 jurisdiction over them by the California courts consistent with traditional notions of fair play  
15 and substantial justice.

16 4. Venue is proper in this Court because, upon information and belief, Defendant  
17 maintains offices, has agents, and/or transacts business in the State of California, including  
18 the County of San Diego. The majority of the acts and omissions alleged herein relating to  
19 Plaintiff took place in the State of California, County of San Diego. Defendant employed  
20 Plaintiff within the State of California, County of San Diego.

21 **PARTIES**

22 5. Plaintiff GRACE MORA is an individual residing in the State of California,  
23 County of San Diego.

24 6. Defendant NOAH HOMES, INC. at all times herein mentioned, was and is, upon  
25 information and belief, a California nonprofit corporation headquartered in the State of  
26 California, and at all times herein mentioned, was and is, an employer whose employees are  
27 engaged throughout the State of California, including the County of San Diego.

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1           7.     At all relevant times, Defendant NOAH HOMES, INC. was the “employer” of  
2 Plaintiff within the meaning of all applicable laws and statutes.

3           8.     At all times herein relevant, Defendant NOAH HOMES, INC., and DOES 1  
4 through 100, and each of them, were the agents, partners, joint venturers, joint employers,  
5 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each  
6 of the other, and at all times relevant hereto were acting within the course and scope of their  
7 authority as such agents, partners, joint venturers, joint employers, representatives, servants,  
8 employees, successors-in-interest, co-conspirators and assigns, and all acts or omissions  
9 alleged herein were duly committed with the ratification, knowledge, permission,  
10 encouragement, authorization, and consent of each defendant designated herein.

11           9.     The true names and capacities, whether corporate, associate, individual or  
12 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sue  
13 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
14 information and belief alleges, that each of the Defendants designated as a DOE is legally  
15 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
16 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.  
17 Plaintiff will seek leave of court to amend this Complaint to show the true names and  
18 capacities when the same have been ascertained.

19           10.    Defendant NOAH HOMES, INC., and DOES 1 through 100 will hereinafter  
20 collectively be referred to as “Defendants.”

21           11.    Plaintiff further alleges that Defendants directly or indirectly controlled or  
22 affected the working conditions, wages, working hours, and conditions of employment of  
23 Plaintiff and the other class members so as to make each of said Defendants and employers  
24 liable under the statutory provisions set forth herein.

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**CLASS ACTION ALLEGATIONS**

12. Plaintiff brings this action individually and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time from May 31, 2020, through July 16, 2025.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time. However, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' claims as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom Plaintiff has a well-defined community of interest.

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1 c. Adequacy: Plaintiff will fairly and adequately protect the interests of  
2 each class member, with whom Plaintiff has a well-defined community  
3 of interest and typicality of claims, as demonstrated herein. Plaintiff has  
4 no interest that is antagonistic to the other class members. Plaintiff's  
5 attorneys, the proposed class counsel, are versed in the rules governing  
6 class action discovery, certification, and settlement. Plaintiff has  
7 incurred, and during the pendency of this action will continue to incur,  
8 costs and attorneys' fees, that have been, are, and will be necessarily  
9 expended for the prosecution of this action for the substantial benefit of  
10 each class member.

11 d. Superiority: A class action is superior to other available methods for the  
12 fair and efficient adjudication of this litigation because individual joinder  
13 of all class members is impractical.

14 e. Public Policy Considerations: Certification of this lawsuit as a class  
15 action will advance public policy objectives. Employers of this great  
16 state violate employment and labor laws every day. Current employees  
17 are often afraid to assert their rights out of fear of direct or indirect  
18 retaliation. However, class actions provide the class members who are  
19 not named in the complaint anonymity that allows for the vindication of  
20 their rights.

21 16. There are common questions of law and fact as to the class members that  
22 predominate over questions affecting only individual members. The following common  
23 questions of law or fact, among others, exist as to the members of the class:

24 a. Whether Defendants' failure to pay wages, without abatement or  
25 reduction, in accordance with the Labor Code, was willful pursuant to  
26 Labor Code section 201, 202, and 203;

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- b. Whether Defendants failed to pay their hourly-paid or non-exempt employees within the State of California for all hours worked pursuant to Labor Code Sections 510, 1194, and 1198;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members pursuant to Labor Code sections 210 and 510;
- d. Whether Defendants properly calculated the regular rate for Plaintiff and the other class members who worked overtime and earned incentive pay and sick leave pay pursuant to Labor Code section 246;
- e. Whether Defendants failed to provide Plaintiff and the other class members legally mandated meal and/or rest periods and failed to compensate them the related premium wages pursuant to Labor Code sections 226.7 and 512(a);
- f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked pursuant to Labor Code sections 1194, 1197, and 1197.1;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation pursuant to Labor Code sections 201, 202, and 203;
- h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment pursuant to Labor Code section 204;
- i. Whether Defendants complied with wage reporting as required by the Labor Code, including, *inter alia*, section 226;

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- j. Whether Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members pursuant to Labor Code section 1174(d);
- k. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs pursuant to Labor Code sections 2800 and 2802;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of Business & Professions Code sections 17200, *et seq.*;
- n. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of the law; and
- o. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the Labor Code.

#### **GENERAL ALLEGATIONS**

17. During the relevant time period set forth herein, Defendants employed Plaintiff and other persons as hourly-paid or non-exempt employees within the State of California.

18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid non-exempt employee during the relevant time period in the State of California, County of San Diego.

19. Defendants had the authority to hire and terminate Plaintiff and the other class members; to set work rules and conditions governing Plaintiff's and other class members' employment; and to supervise their daily employment activities.

20. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and other class members' employment for them to be joint employers of Plaintiff and the other class members.

21. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

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1           22. Defendants continue to employ hourly-paid or non-exempt employees within the  
2 State of California.

3           23. Plaintiff and the other class members worked over eight (8) hours in a day, and/or  
4 forty (40) hours in a week during their employment with Defendants.

5           24. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
6 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid  
7 or non-exempt employees within the State of California. This scheme involved, inter alia,  
8 failing to pay them for all hours worked, sick leave, missed meal periods, and missed rest  
9 breaks in violation of the law.

10          25. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
11 knew or should have known that Plaintiff and the other class members were entitled to receive  
12 certain wages for overtime compensation and that Plaintiff and the other class members were  
13 not receiving wages for overtime compensation.

14          26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 failed to provide Plaintiff and the other class members the required meal and rest periods  
16 during the relevant time period as required under the Industrial Welfare Commission ("IWC")  
17 Wage Orders and thus they are entitled to any and all applicable penalties.

18          27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
19 knew or should have known that Plaintiff and the other class members were entitled to receive  
20 all timely and complete meal periods or payment of one additional hour of pay at Plaintiff's  
21 and the other class members' regular rate of pay when a meal period was missed, late or  
22 interrupted, and that Plaintiff and the other class members did not receive all timely and proper  
23 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal  
24 period was missed.

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1           28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiff and other class members were entitled to receive all  
3 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff's  
4 and the other class members' regular rate of pay when a rest period was missed, late or  
5 interrupted, and that Plaintiff and the other class members did not receive all rest periods or  
6 payment of one additional hour of pay at their regular rate of pay when a rest period was  
7 missed.

8           29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
9 knew or should have known that Plaintiff and the other class members were entitled to receive  
10 at least minimum wages for compensation and that Plaintiff and the other class members were  
11 not receiving at least minimum wages for all hours worked.

12           30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
13 knew or should have known that Plaintiff and the other class members were entitled to receive  
14 the wages owed to them upon discharge or resignation, including overtime and minimum  
15 wages and meal and rest period premiums, and that Plaintiff and the other class members did  
16 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

17           31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
18 knew or should have known that Plaintiff and the other class members were entitled to receive  
19 their wages within a specified time during their employment, and that Plaintiff and the other  
20 class members did not, in fact, receive such wages within the specified time period during  
21 their employment.

22           32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
23 knew or should have known that Plaintiff and the other class members were entitled to receive  
24 complete and accurate wage statements in accordance with the law, but, in fact, Plaintiff and  
25 the other class members did not receive complete and accurate wage statements from  
26 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of  
27 hours worked by Plaintiff and the other class members.

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1           33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that Defendants had to keep complete and accurate payroll records  
3 for Plaintiff and the other class members in accordance with the law, but, in fact, did not keep  
4 complete and accurate payroll records for Plaintiff and the other class members.

5           34. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
6 knew or should have known that Plaintiff and the other class members were entitled to  
7 reimbursement for necessary business-related expenses.

8           35. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
9 knew or should have known that they had a duty to compensate Plaintiff and the other class  
10 members pursuant to the law, and that Defendants had the financial ability to pay such  
11 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
12 represented to Plaintiff and the other class members that they were properly denied wages, all  
13 in order to increase Defendants' profits.

14           36. During the relevant time period set forth herein, Defendants failed to pay  
15 overtime wages to Plaintiff and the other class members for all hours worked. Plaintiff and  
16 other class members were required to work more than eight (8) hours per day and/or more  
17 than forty (40) hours per week without overtime compensation.

18           37. During the relevant time period set forth herein, Defendants failed to properly  
19 calculate and pay sick leave to Plaintiff and the other class members.

20           38. During the relevant time period set forth herein, Defendants failed to provide the  
21 requisite uninterrupted and timely meal and rest periods to Plaintiff and the other class  
22 members.

23           39. During the relevant time period set forth herein, Defendants failed to pay  
24 Plaintiff and the other class members at least minimum wages for all hours worked.

25           40. During the relevant time period set forth herein, Defendants failed to pay  
26 Plaintiff and the other class members the wages owed to them upon discharge or resignation.

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1           49. The applicable IWC Wage Order provides that Defendants are and were required  
2 to pay Plaintiff and the other class members employed by Defendants, who work(ed) more  
3 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-  
4 and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40)  
5 hours in a workweek.

6           50. The applicable IWC Wage Order further provides that Defendants are and were  
7 required to pay Plaintiff and the other class members overtime compensation at a rate of two  
8 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

9           51. Labor Code section 510 codifies the right to overtime compensation at one-and-  
10 one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day  
11 or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work,  
12 and overtime compensation at twice the regular hourly rate for hours worked in excess of  
13 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

14           52. During the relevant time period set forth herein, Plaintiff and the other class  
15 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in  
16 a week.

17           53. During the relevant time period set forth herein, Defendants intentionally and  
18 willfully failed to pay overtime wages owed to Plaintiff and the other class members.

19           54. Defendants' failure to pay Plaintiff and the other class members the unpaid  
20 balance of overtime compensation, as required by the laws, violates the provisions of Labor  
21 Code sections 510 and 1198, and is therefore unlawful.

22           55. Pursuant to Labor Code section 1194, Plaintiff and the other class members are  
23 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys'  
24 fees.

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1 **SECOND CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 226.7 and 512(a))**

3 **(Against NOAH HOMES, INC., and DOES 1 through 100)**

4 56. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
5 through 55, and each and every part thereof with the same force and effect as though fully set  
6 forth herein.

7 57. During the relevant time period set forth herein, the IWC Wage Order and Labor  
8 Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members'  
9 employment by Defendants.

10 58. During the relevant time period set forth herein, Labor Code section 226.7  
11 provides that no employer shall require an employee to work during any meal or rest period  
12 mandated by an applicable order of the IWC.

13 59. During the relevant time period set forth herein, the applicable IWC Wage Order  
14 and Labor Code section 512(a) provide that an employer may not require, cause or permit an  
15 employee to work for a work period of more than five (5) hours per day without providing the  
16 employee with a meal period of not less than thirty (30) minutes, except that if the total work  
17 period per day of the employee is no more than six (6) hours, the meal period may be waived  
18 by mutual consent of both the employer and employee.

19 60. During the relevant time period set forth herein, the applicable IWC Wage Order  
20 and Labor Code section 512(a) further provide that an employer may not require, cause, or  
21 permit an employee to work for a work period of more than ten (10) hours per day without  
22 providing the employee with a second uninterrupted meal period of not less than thirty (30)  
23 minutes, except that if the total hours worked is no more than twelve (12) hours, the second  
24 meal period may be waived by mutual consent of the employer and the employee only if the  
25 first meal period was not waived.

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1           61. During the relevant time period set forth herein, Plaintiff and the other class  
2 members who were scheduled to work for a period of time no longer than six (6) hours, and  
3 who did not waive their legally-mandated meal periods by mutual consent, were required to  
4 work for periods longer than five (5) hours without an uninterrupted meal period of not less  
5 than thirty (30) minutes and/or without a rest period.

6           62. During the relevant time period set forth herein, Plaintiff and the other class  
7 members who were scheduled to work for a period of time no longer than twelve (12) hours,  
8 and who did not waive their legally-mandated meal periods by mutual consent, were required  
9 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less  
10 than thirty (30) minutes and/or without a rest period.

11           63. During the relevant time period set forth herein, Plaintiff and the other class  
12 members who were scheduled to work for a period of time in excess of six (6) hours were  
13 required to work for periods longer than five (5) hours without an uninterrupted meal period  
14 of not less than thirty (30) minutes and/or without a rest period.

15           64. During the relevant time period set forth herein, Plaintiff and the other class  
16 members who were scheduled to work for a period of time in excess of twelve (12) hours were  
17 required to work for periods longer than ten (10) hours without an uninterrupted meal period  
18 of not less than thirty (30) minutes and/or without a rest period.

19           65. During the relevant time period set forth herein, Defendants intentionally and  
20 willfully required Plaintiff and the other class members to work during meal periods and failed  
21 to compensate Plaintiff and the other class members the full meal period premium for work  
22 performed during meal periods.

23           66. During the relevant time period set forth herein, Defendants failed to pay  
24 Plaintiff and the other class members the full meal period premium due pursuant to Labor  
25 Code section 226.7.

26           67. Defendants' conduct violates the applicable IWC Wage Order and Labor Code  
27 sections 226.7 and 512(a).

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68. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided.

**THIRD CAUSE OF ACTION**

**(Violation of California Labor Code § 226.7)**

**(Against NOAH HOMES, INC., and DOES 1 through 100)**

69. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 68, and each and every part thereof with the same force and effect as though fully set forth herein.

70. During the relevant time period set forth herein, the applicable IWC Wage Order and Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

71. During the relevant time period set forth herein, Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the IWC.

72. During the relevant time period set forth herein, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

73. During the relevant time period set forth herein, Defendants required Plaintiff and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

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74. During the relevant time period set forth herein, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

75. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to Labor Code section 226.7.

76. Defendants' conduct violates applicable IWC Wage Orders and Labor Code section 226.7.

77. Pursuant to the applicable IWC Wage Orders and Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular hourly rate of compensation for each workday that the rest period was not provided.

#### **FOURTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 1194 and 1197)**

**(Against NOAH HOMES, INC., and DOES 1 through 100)**

78. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 77 and each and every part thereof with the same force and effect as though fully set forth herein.

79. During the relevant time period set forth herein, Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

80. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiff and the other class members as required, pursuant to Labor Code sections 1194 and 1197.

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81. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

82. Pursuant to Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

## **FIFTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 201 and 202)**

**(Against NOAH HOMES, INC., and DOES 1 through 100)**

83. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 82, and each and every part thereof with the same force and effect as though fully set forth herein.

84. During the relevant time period set forth herein, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits their employment, their wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

85. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

86. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code sections 201 and 202.

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87. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

88. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

## **SIXTH CAUSE OF ACTION**

**(Violation of California Labor Code § 226(a))**

**(Against NOAH HOMES, INC., and DOES 1 through 100)**

89. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 88, and each and every part thereof with the same force and effect as though fully set forth herein.

90. During the relevant time period set forth herein, Labor Code section 226(a) provides that every employer shall furnish each of their employees an accurate itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of their social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

1           91. Defendants have intentionally and willfully failed to provide Plaintiff and the  
2 other class members with complete and accurate wage statements. The deficiencies include,  
3 but are not limited to, the failure to include the total number of hours worked by Plaintiff and  
4 other class members.

5           92. As a result of Defendants' violation of Labor Code section 226(a), Plaintiff and  
6 the other class members have suffered injury and damage to their statutorily protected rights.

7           93. Plaintiff and the other class members have been injured by Defendants'  
8 intentional and willful violation of Labor Code section 226(a) because they were denied both  
9 their legal right to receive, and their protected interest in receiving, accurate and itemized  
10 wage statements pursuant to Labor Code section 226(a).

11           94. Plaintiff and the other class members are entitled to recover from Defendants the  
12 greater of their actual damages caused by Defendants' failure to comply with Labor Code  
13 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

14           95. Plaintiff and the other class members are also entitled to injunctive relief to  
15 ensure compliance with this section, pursuant to Labor Code section 226(h).

16                           **SEVENTH CAUSE OF ACTION**

17                           **(Violation of California Labor Code §§ 2800 and 2802)**

18                           **(Against NOAH HOMES, INC., and DOES 1 through 100)**

19           96. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
20 through 95, and each and every part thereof with the same force and effect as though fully set  
21 forth herein.

22           97. Pursuant to Labor Code sections 2800 and 2802, an employer must reimburse its  
23 employee for all necessary expenditures incurred by the employee in direct consequence of the  
24 discharge of their job duties or in direct consequence of their obedience to the directions of the  
25 employer.

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98. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

### **EIGHTH CAUSE OF ACTION**

**(Violation of California Labor Code § 2698, *et seq.*)**

**(Against NOAH HOMES, INC., and DOES 1 through 100)**

99. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 98, and each and every part thereof with the same force and effect as though fully set forth herein.

100. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the California Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

101. On October 31, 2025, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code that she contends were violated and the theories supporting her contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA. Plaintiff believes that on or about January 5, 2026, the sixty-five (65) day notice period will expire, and the LWDA will not take any action to investigate or prosecute this matter. Thus, Plaintiff exhausted the statutory time period to bring this action.

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102. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time from October 31, 2024, through July 16, 2025, and one or more of the alleged violations was committed against them.

**Failure to Provide Meal Periods and Rest Breaks**

103. In accordance with the mandates of Labor Code sections 226.7 and 512, Defendants were required to authorize and permit their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or major fraction thereof and were further required to provide their non-exempt employees with a 30-minute meal period for every five (5) hours worked.

104. As a policy and practice, Defendants failed to provide Plaintiff and the other aggrieved current and former employees with legally mandated meal periods and rest breaks and failed to pay proper compensation for this failure.

**Failure to Timely Pay Wages During Employment**

105. At all times relevant herein, Defendants were required to pay their employees within a specified time period pursuant to the mandate of Labor Code section 204.

106. As a policy and practice, Defendants failed to pay Plaintiff and the other aggrieved current and former employees all wages due and owing them within the required time period.

**Failure to Timely Pay Wages Upon Termination**

107. At all times relevant herein, Defendants were required to pay their employees all wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201 to 204.

108. As a result of Defendants’ Labor Code violations alleged above, Defendants failed to pay Plaintiff and the other aggrieved former employees their final wages pursuant to Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code section 203.

1                   **Failure to Provide Complete and Accurate Wage Statements**

2           109. At all times relevant herein, Defendants were required to keep accurate records  
3 regarding their California employees pursuant to the mandate of Labor Code sections 226,  
4 1174, and 1776.

5           110. As a result of Defendants' various Labor Code violations, Defendants failed to  
6 keep accurate records regarding Plaintiff and the other aggrieved current and former  
7 employees. For example, Defendants failed in their affirmative obligation to keep accurate  
8 records regarding Plaintiff and the other aggrieved current and former employees' gross wages  
9 earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates  
10 and the number of hours worked at each hourly rate.

11                   **Failure to Provide and Properly Pay Paid Sick Days**

12           111. At all times relevant herein, Defendants were required to provide their  
13 employees with paid sick days at their regular rate of pay pursuant to Labor Code section 246,  
14 *et seq.*

15           112. As a policy and practice, Defendants failed to provide Plaintiff and other  
16 aggrieved current and former employees with paid sick days at the proper rate of pay pursuant  
17 to Labor Code section 246, *et seq.*

18                   **Failure to Reimburse Business Expenses**

19           113. At all times relevant herein, Defendants were required to reimburse its  
20 employees for any and all necessary expenditures or losses incurred by the employees in direct  
21 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code  
22 sections 2800 and 2802.

23           114. As a policy and practice, Defendants failed to reimburse Plaintiff and the other  
24 aggrieved current and former employees for all business expenses incurred and owing them  
25 within the required time period.

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**Penalties**

115. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of the other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but not limited to:

- a. Penalties under Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- d. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- e. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

3 **(Against NOAH HOMES, INC., and DOES 1 through 100)**

4 116. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
5 through 115, and each and every part thereof with the same force and effect as though fully  
6 set forth herein.

7 117. Defendants' conduct, as alleged herein, has been, and continues to be unfair,  
8 unlawful and harmful to Plaintiff, the other class members, to the general public, and  
9 Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the  
10 public interest within the meaning of Code of Civil Procedure section 1021.5.

11 118. Defendants' activities as alleged herein are violations of the law, and constitute  
12 unlawful business acts and practices in violation of Business & Professions Code sections  
13 17200, *et seq.*

14 119. A violation of Business & Professions Code sections 17200, *et seq.* may be  
15 predicated on the violation of any state or federal law. In this instant case, Defendants' policy  
16 and practice of requiring Plaintiff and the other class members work overtime hours without  
17 paying them proper compensation violate Labor Code sections 510 and 1198. Additionally,  
18 Defendants' policy and practice of requiring Plaintiff and the other class members to work  
19 through their meal and rest periods without paying them proper compensation violate Labor  
20 Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to  
21 timely pay wages to Plaintiff and the other class members violate Labor Code sections 201  
22 and 202. Defendants also violated Labor Code sections 226(a), 1194, 1197, 2800, and 2802.

23 120. As a result of the herein described violations of the law, Defendants unlawfully  
24 gained an unfair advantage over other businesses.

25 121. Plaintiff and the other class members have been personally injured by  
26 Defendants' unlawful business acts and practices as alleged herein, including but not  
27 necessarily limited to the loss of money and/or property.

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122. Pursuant to Business & Professions Code sections 17200, *et seq.*, Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

**DEMAND FOR JURY TRIAL**

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

**Class Certification**

1. That this action be certified as a class action;
2. That Plaintiff be appointed as representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current contact information (address, e-mail and telephone numbers) of all class members.

**As to the First Cause of Action**

5. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code section 1194; and

1           9.     For such other and further relief as the Court may deem just and proper.

2                           **As to the Second Cause of Action**

3           10.    That the Court declare, adjudge, and decree that Defendants violated Labor Code  
4 sections 226.7 and 512(a) and applicable IWC Wage Orders by willfully failing to provide all  
5 meal periods (including second meal periods) to Plaintiff and the other class members;

6           11.    That the Court make an award to Plaintiff and the other class members of one  
7 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal  
8 period was not provided;

9           12.    For all actual, consequential, and incidental losses and damages, according to  
10 proof;

11          13.    For premium wages pursuant to Labor Code section 226.7(c);

12          14.    For pre-judgment interest on any unpaid wages from the date such amounts were  
13 due;

14          15.    For reasonable attorneys' fees and costs of suit incurred herein; and

15          16.    For such other and further relief as the Court may deem just and proper.

16                           **As to the Third Cause of Action**

17          17.    That the Court declare, adjudge, and decree that Defendants violated Labor Code  
18 section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods  
19 to Plaintiff and the other class members;

20          18.    That the Court make an award to Plaintiff and the other class members of one  
21 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest  
22 period was not provided;

23          19.    For all actual, consequential, and incidental losses and damages, according to  
24 proof;

25          20.    For premium wages pursuant to Labor Code section 226.7(c);

26          21.    For pre-judgment interest on any unpaid wages from the date such amounts were  
27 due; and

28          22.    For such other and further relief as the Court may deem just and proper.

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor Code section 1194(a);

27. For liquidated damages pursuant to Labor Code section 1194.2; and

28. For such other and further relief as the Court may deem just and proper.

**As to the Fifth Cause of Action**

29. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to Labor Code section 203 for the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the Court may deem just and proper.

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**As to the Sixth Cause of Action**

34. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

35. For actual, consequential and incidental losses and damages, according to proof;

36. For statutory penalties pursuant to Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to Labor Code section 226(h); and

38. For such other and further relief as the Court may deem just and proper.

**As to the Seventh Cause of Action**

39. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by Labor Code sections 2800 and 2802;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the Court may deem just and proper.

**As to the Eighth Cause of Action**

45. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2698, *et seq.*, for civil penalties pursuant to Defendants' violations of Labor Code sections 201, 202, 203, 204, 206, 206.5, 208, 212, 213(d), 221, 223, 224, 226(a-c), 226.3, 226.7, 227.3, 233, 234, 246(l), 510, 512(a), 513, 551, 552, 558, 1030 1174(c), 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1199, 2800, 2801, and 2802.

46. Upon this Cause of Action, for costs and attorneys' fees pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute; and

47. For such other and further relief as the Court may deem just and proper.

**As to the Ninth Cause of Action**

48. That the Court declare, adjudge, and decree that Defendants violated Business & Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, and failing to pay Plaintiff's and the other class members' wages timely as required by Labor Code sections 201 and 202.

49. For restitution of unpaid wages to Plaintiff and other class members and all pre-judgment interest from the day such amounts were due and payable;

50. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of Business & Professions Code sections 17200, *et seq.*;

51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code of Civil Procedure section 1021.5;

52. For injunctive relief to ensure compliance with this section, pursuant to Business & Professions Code sections 17200, *et seq.*; and

53. For such other and further relief as the Court may deem just and proper.

Dated: November 19, 2025

**JUSTICE LAW CORPORATION**

By:   
Douglas Han  
Shunt Tatavos-Gharajeh  
Jamie Nguyen  
*Attorneys for Plaintiff*

# **EXHIBIT 1**

October 31, 2025

**BY U.S. EMAIL/ELECTRONIC SUBMISSION**

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: Noah Homes, Inc.**

Dear Representative:

We have been retained to represent Grace Mora against Noah Homes, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, for violations of California wage-and-hour laws (collectively referred to as "NOAH HOMES").

Ms. Mora is pursuing California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Mora may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

NOAH HOMES is a California non-profit corporation headquartered at 12526 Campo Road, Spring Valley, California 91978.

NOAH HOMES employed Ms. Mora as an hourly-paid, non-exempt employee in the State of California. NOAH HOMES directly controlled the wages, hours, and/or working conditions of Ms. Mora and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Ms. Mora may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees of NOAH HOMES within the State of California.

NOAH HOMES failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum wages and overtime wages and for noncompliant meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Mora has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at NOAH HOMES, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

NOAH HOMES has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 206, 206.5, 208, 212, 213(d), 221, 223, 224, 226(a-c), 226.3, 226.7, 227.3, 233, 234, 246(l), 510, 512(a), 513, 551, 552, 558, 1030, 1174(c), 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1199, 2800, 2801, and 2802, and Industrial Welfare Commission ("IWC") Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than 8 hours in one day and/or over 40 hours in one week without paying the premium overtime rates. California Labor Code section 206 requires employers to pay all wages that are due and not in dispute in the event of a dispute. California Labor Code section 233 allows employees to use sick leave to care for family members. California Labor Code section 208 requires discharged employees to be paid at the place of discharge and employees who quit to be paid at an office in the county they were working. California Labor Code section 227.3 requires employers to pay any vested vacation time at their final rate of pay. California labor code section 551 allows to have at least one day of rest per seven days.

During the relevant time period, Ms. Mora and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Firstly, NOAH HOMES maintained a rounding practice that was neither fair nor neutral, thereby resulting in Ms. Mora and other aggrieved employees being underpaid the wages that they were owed. Secondly, NOAH HOMES timekeeping system often resulted in Ms. Mora and other aggrieved employees being forced to spend several minutes off-the-clock simply attempting to clock in before they could begin performing their duties. Thirdly, NOAH HOMES generally discouraged overtime work and allowed supervisors to actively tell Ms. Mora and other aggrieved employees to not clock in overtime hours. As a result, whenever Ms. Mora and other aggrieved employees were unable to complete their tasks during their shifts, they had no choice but to continue working off-the-clock. Finally, NOAH HOMES failed to factor non-discretionary bonuses into Ms. Mora and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Thus, Ms. Mora and other aggrieved employees were entitled to receive certain wages for minimum and overtime compensation, but they were not paid for all hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than 1 hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

During the relevant time period, NOAH HOMES failed to pay Ms. Mora and other aggrieved employees paid sick leave that complied with California Labor Code section 246. This included failing to pay paid sick leave at non-exempt employees' regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. Instead, NOAH HOMES only paid sick leave at Ms. Mora and other aggrieved employees' base hourly rate of pay.

California Labor Code sections 226.7 and 512 require employers to provide employees with meal and rest breaks. California Labor Code sections 226.7 and 512 also require employers to pay an employee 1 additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. California Labor Code section 1030 also requires employers to allow employees time to take breaks to breast feed, if necessary.

During the relevant time period, NOAH HOMES frequently prevented employees from receiving compliant meal and rest breaks. NOAH HOMES' on-duty meal policy is incomplete because it failed to inform Ms. Mora and other aggrieved employees of their right to receive off-duty meal breaks every two weeks. NOAH HOMES also did not require Ms. Mora and other aggrieved employees with on-duty meal agreements to clock in and out of their meal breaks, meaning that they were not receiving their breaks. NOAH HOMES would even pressure Ms. Mora and other aggrieved employees to rush through their meal and rest breaks so that they could resume assisting residents. This issue with noncompliant meal and rest breaks was exacerbated by NOAH HOMES being chronically understaffed, which meant that there was not sufficient staffing to relieve Ms. Mora and other aggrieved employees to take their breaks. Finally, despite these facts, NOAH HOMES failed to compensate Ms. Mora and other aggrieved employees all the premium wages they were owed.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced. But the wages shall not continue for more than 30 days.

During the relevant time period, NOAH HOMES failed to pay Ms. Mora and other aggrieved employees all wages, including as a result of uncompensated off-the-clock work, unpaid sick leave, unpaid overtime wages, and unpaid premium wages for failing to provide legally mandated meal and rest breaks owed within any time period specified by California Labor Code sections 201 through 203. Therefore, NOAH HOMES is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed. California Labor Code section 204 also requires that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. In addition, California Labor Code section 204 requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

During the relevant time period, NOAH HOMES failed to pay Ms. Mora and other aggrieved employees all wages due to them, including as a result of uncompensated off-the-clock work, unpaid sick leave, unpaid overtime wages, and unpaid premium wages owed for failing to provide legally mandated meal and rest breaks owed within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees.

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During the relevant time period, NOAH HOMES did not provide Ms. Mora and other aggrieved employees with complete and accurate itemized wage statements. The wage statements Ms. Mora and other aggrieved employees received from NOAH HOMES were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include: (1) gross wages earned by Ms. Mora and other aggrieved employees; (2) total hours worked by Ms. Mora and other aggrieved employees; (3) all deductions for Ms. Mora and other aggrieved employees; (4) net wages earned by Ms. Mora and other aggrieved employees; and (5) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by Ms. Mora and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the IWC Wage Order shall be subject to a civil penalty. The civil penalty is as follows: (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

During the relevant time period, Ms. Mora and other aggrieved employees have been denied their wages and premium wages and are entitled to penalties.

California Labor Code section 1174(d) requires an employer to keep at a central location in the state or at the plants or establishments at which employees are employed payroll records showing the hours worked daily by and wages paid to employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than 3 years.

During the relevant time period, NOAH HOMES failed to keep accurate and complete payroll records showing the hours worked daily and wages paid to Ms. Mora and other aggrieved employees.

California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and payment of a lesser wage than the minimum so fixed is unlawful.

During the relevant time period, NOAH HOMES did not provide Ms. Mora and other aggrieved employees with the minimum wages to which they were entitled despite having constructive and actual knowledge of off-the-clock work and work performed during meal and rest breaks.

California Labor Code sections 2800, 2801, and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

During the relevant time period, Ms. Mora and other aggrieved employees incurred various necessary business-related expenses that were not fully reimbursed by NOAH HOMES. This included using personal cell phones to clock in and out and to communicate with coworkers, managers, and supervisors and purchasing slip-resistant shoes to perform their duties.

We believe that Ms. Mora and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 206, 206.5, 208, 212, 213(d), 221, 223, 224, 226(a-c), 226.3, 226.7, 227.3, 233, 234, 246(l), 510, 512(a), 513, 551, 552, 558, 1030, 1174(c), 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1199, 2800, 2801, and 2802, and IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant must send a certified letter to the employer in questions and California Labor & Workforce Development Agency setting forth the claims and basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Mora will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of NOAH HOMES within 1 year of the date of this letter, as allowed by law.

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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

**CC: (By Email Only):**

**Thomas S. Ingrassia**

tingrassia@pettitkohn.com

**Shannon R. Finley**

sfinley@pettitkohn.com

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**Will R. Dischmann**

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*Counsel for NOAH HOMES*

**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 Ave., Ste. 101 Pasadena, California 91103.

On November 19, 2025, I served the foregoing document described as

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

on interested parties in this action by emailing a true and correct copy thereof to the email addresses as follows:

Shannon R. Finley (sfinley@pettitkohn.com)  
Will Dischmann (wdischmann@pettitkohn.com)  
Valerie Browne (vbrowne@pettitkohn.com)  
Tanya Beltran (tbeltran@pettitkohn.com)  
Nhung Lien (nlien@pettitkohn.com)  
Gabriella Kelly (gkelly@pettitkohn.com)  
Kaitlin O. Yamasaki (kyamasaki@pettitkohn.com)  
**PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**  
11622 El Camino Real, Suite 300  
San Diego, CA 92130

*Attorney(s) for Defendant Noah Homes, Inc.*

**[X] BY ELECTRONIC SERVICE**

The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[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 November 19, 2025, at Pasadena, California.



Christina Castro

**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 December 2, 2025, I served the foregoing document described as

**FIRSTAMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

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 December 2, 2025, at Pasadena, California.



Christina Castro