

APR 10 2026

Clerk of the Superior Court
By: A. Zarzoso, Deputy

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1 DOUGLAS HAN (SBN 232858)
2 SHUNT TATAVOS-GHARAJEH (SBN 272164)
3 HAIG HOGDANIAN (SBN 334699)
4 **JUSTICE LAW CORPORATION**
5 751 N. Fair Oaks Avenue, Suite 101
6 Pasadena, California 91103
7 Telephone: (818) 230-7502
8 Facsimile: (818) 230-7259

9 *Attorneys for Plaintiff*

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

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

15 Plaintiff,

16 v.

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

20 Defendants.

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

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

CLASS ACTION

**~~PROPOSED~~ ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATION, APPROVAL OF
CLASS NOTICE, SETTING OF FINAL
APPROVAL HEARING DATE**

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 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The Motion for Preliminary Approval of Class Action Settlement came before this Court,
3 the Honorable Carolyn Caietti presiding, on April 10, 2026 at 10:30 a.m. Having considered the
4 papers submitted in support of the Motion, the Court **ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the settlement based upon the
6 terms set forth in the Class Action and PAGA Settlement Agreement (“Settlement Agreement,”
7 “Settlement,” or “Agreement”) that was entered between April Mora, the successor in interest for
8 the late named plaintiff Grace Mora pursuant to Code of Civil Procedure section 377, *et seq.*
9 (“Plaintiff”), and Defendant Noah Homes, Inc. (“Defendant”). Attached hereto as **Exhibit 1** is a
10 true and correct copy of the Settlement Agreement. Capitalized terms shall have the definitions set
11 forth in the Settlement Agreement.

12 2. The following Class is conditionally certified for purposes of settlement
13 only: all current and former hourly-paid or non-exempt employees of Defendant within the State of
14 California at any time during the period from May 31, 2020, through July 16, 2025 (“Class,” “Class
15 Members,” and “Class Period”).

16 3. The settlement embodied in the Settlement Agreement appears to be fair,
17 adequate, and reasonable to the Class. The Settlement Agreement falls within the range of
18 reasonableness and appears to be presumptively valid, subject only to any objections that may be
19 raised at the Final Approval Hearing.

20 4. Plaintiff is conditionally approved to serve as the class representative.

21 5. Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation are
22 conditionally approved as Class Counsel.

23 6. The Court confirms ILYM Group, Inc. as the Administrator.

24 7. The Gross Settlement Amount of \$950,000 is conditionally approved.

25 8. The payment of the Class Counsel Fees Payment not to exceed \$332,500
26 (35% of the Gross Settlement Amount) to Class Counsel and Class Counsel Litigation Expenses
27 Payment for actual litigation costs incurred not to exceed \$25,000 to Class Counsel are
28 conditionally approved.

1 9. The payment of the Class Representative Service Payment not to exceed
2 \$10,000 to Plaintiff is conditionally approved.

3 10. The payment of the Administration Expenses Payment not to exceed \$15,000
4 to the Administrator for its services is conditionally approved.

5 11. The Court conditionally approves the Private Attorneys General Act of 2004
6 (“PAGA”) Penalties not to exceed \$75,000 the Parties have allocated for the settlement of the
7 claims for PAGA penalties stemming from the alleged Labor Code violations. Sixty-five percent
8 (65%) of the PAGA Penalties (\$48,750) will be paid to the California Labor and Workforce
9 Development Agency, and the remaining thirty-five percent (35%) of the PAGA Penalties
10 (\$26,250) will be paid to the PAGA Employees, on a pro rata basis.

11 12. A Final Approval Hearing on the question of whether the Settlement
12 Agreement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class
13 Representative Service Payment should be finally approved as fair, reasonable, and adequate as to
14 all the Class Members who do not submit valid and timely Requests for Exclusion from the
15 Settlement is scheduled on the date and time set forth below.

16 13. The Court approves, as to form and content, the Court Approved Notice of
17 Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”), as attached
18 as **Exhibit A** to the Agreement. The Court also approves the procedure for the Class Members to
19 participate in, to opt out of, and to object to the Settlement as set forth in the Class Notice.

20 14. The Court directs the mailing of the Class Notice to all the identified Class
21 Members via first-class United States Postal Service mail in accordance with the implementation
22 schedule set forth below. The Court finds that the dates selected for the mailing and distribution of
23 the Class Notice meet the requirements of due process, provide the best notice practicable under
24 the circumstances, and shall constitute due and sufficient notice to all persons entitled.

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1 15. The Court orders the following implementation schedule for proceedings:

2 a.	Deadline for Defendant to submit Class Data to Administrator	No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement
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4 b.	Deadline for Administrator to mail the Class Notice to the Class Members	No later than fourteen (14) calendar days after receiving the Class Data
5		
6 c.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator	Within sixty (60) calendar days from the initial mailing of the Class Notice
7		
8 d.	Deadline for the Class Members to postmark requests for exclusion, written objections, and written disputes to the Administrator if the Class Notice was remailed	Within an additional fourteen (14) calendar days beyond the Response Deadline
9		
10		
11 e.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment	Within sixteen (16) court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005
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15 f.	Final Approval Hearing	<u>11/13/26</u> at <u>10:30</u> <u>a.m.</u> / p.m. in Department C-70
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17 Dated: 4/10/26

IT IS SO ORDERED.

18
19 By: Carolyn Caietti
20 Honorable Carolyn Caietti
21 Judge of the Superior Court
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between April Mora, the successor in interest for the late named plaintiff Grace Mora pursuant to Code of Civil Procedure section 377, *et seq.* (“Plaintiff”), and Defendant Noah Homes, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant as “Parties,” or individually as “Party”.

A. DEFINITIONS.

1. “Action” means the lawsuit alleging wage and hour violations against Defendant captioned *Grace Mora v. Noah Homes, Inc.* initiated by Plaintiff on May 31, 2024 and pending in the Superior Court of the State of California, County of San Diego (Case No. 37-2024-00025538-CU-OE-CTL).
2. “Administrator” means ILYM Group, Inc. the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount that the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement. These costs, which will be paid from the Gross Settlement Amount, will include, inter alia: (a) translating, printing, distributing, mailing (if necessary), and tracking the Class Notice and other documents for this Settlement; (b) calculating and distributing all payments to be made pursuant to this Settlement; (c) sending Class Members and PAGA Employees reminder postcards for uncashed settlement checks; (d) setting up the interest-bearing QSF; (e) providing any funds remaining in the QSF as a result of uncashed settlement checks to the State Controller’s Unclaimed Property Fund; (f) tax reporting; and (g) providing necessary reports and declarations as requested by the Parties. All the Administration Expenses Payment shall be paid from the Gross Settlement Amount upon completion of all duties required to be performed by the Administrator under the terms of this Settlement or required by the Court. Any portion of the Administration Expenses Payment not awarded to the Administrator will be added to the Net Settlement Amount.
4. “Class” means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period.
5. “Class Counsel” means Justice Law Corporation.
6. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
7. “Class Data” means Class Members’ identifying information in Defendant’s possession, including each Class Member’s: (a) full name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Workweeks and PAGA Pay Periods.

8. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Employee).
9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Members’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.
10. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
11. “Class Period” means the period from May 31, 2020 through July 16, 2025.
12. “Class Representative” means Plaintiff April Mora.
13. “Class Representative Service Payment” means the payment approved by the Court to be paid to Plaintiff in recognition of the contributions to the Action on behalf of Class Members and PAGA Employees, to be paid from the Gross Settlement Amount.
14. “Court” means the Superior Court of California, County of San Diego.
15. “Defendant” means Noah Homes, Inc., the named defendant of the Action.
16. “Defense Counsel” means Pettit Kohn Ingrassia Lutz & Dolin PC.
17. “Effective Date” means the later of the following dates: (a) if no objection to the settlement is made, then no later than thirty (30) calendar days after the Court serves the Parties with a notice of entry of judgement or a file-stamped copy of the order granting Final Approval and entering judgment or; (b) if an objection is made but no appeal filed, then no later than thirty (30) calendar days after the Court serves the Parties with a notice of entry of a file-stamped copy of the order granting Final Approval and entering judgment and all appeals have been resolved in favor of Settlement. It is the intention of the Parties that the Settlement shall not become effective until the Court’s Order Granting Final Approval has become completely final, Judgment has been entered in accordance with the terms of the Settlement, and no timely recourse remains for an appellant or objector to contest the settlement.
18. “Final Approval” means the Court’s order granting final approval of the Settlement.
19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

20. “Gross Settlement Amount” means \$950,000 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual PAGA Payments, LWDA PAGA Payment, and Individual Class Payments.
21. “Individual Class Payment” means the Participating Class Members’ pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period unless they opt out of the Settlement. Class Members are not required to submit claim forms to receive their share of the Individual Settlement Payments.
22. “Individual PAGA Payment” means the PAGA Employees’ pro rata share of thirty-five percent (35%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period. PAGA Employees will automatically receive their Individual PAGA Payments even if they opt out of the Settlement.
23. “Judgment” means the judgment entered by the Court based upon the Final Approval.
24. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to receive a portion of the PAGA Penalties under Labor Code section 2699, subdivision (m).
25. “LWDA PAGA Payment” means sixty-five percent (65%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).
26. “Net Settlement Amount” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payment; (d) Administration Expenses Payment; (e) Individual PAGA Payments; and (f) LWDA PAGA Payment. The remainder is to be paid to Participating Class Members as their Individual Class Payments.
27. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
28. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code section 2698, *et seq.*).
29. “PAGA Employee” means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.
30. “PAGA Notice” means the written notice sent to the LWDA and Defendant on October 31, 2025 pursuant to Labor Code section 2699.3, subdivision (a).
31. “PAGA Pay Period” means any pay period during which a PAGA Employee worked for Defendant for at least one (1) day during the PAGA Period.

32. "PAGA Period" means the period from October 31, 2024 through July 16, 2025.
33. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated sixty-five percent (65%) to the LWDA and thirty-five percent (35%) to the PAGA Employees in settlement of PAGA claims.
34. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
35. "Plaintiff" means April Mora, the successor in interest for Grace Mora (deceased) pursuant to Code of Civil Procedure section 377, *et seq.*
36. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
37. "Preliminary Approval Hearing" means the Court's hearing on the Motion for Preliminary Approval of the Settlement which shall be filed by Plaintiff.
38. "Released Class Claims" means the claims being released as described in Section E.2.
39. "Released PAGA Claims" means the claims being released as described in Section E.3.
40. "Released Parties" means Defendant together with its owner, shareholders, officers, directors, employees, agents, donors, financiers, grantors, predecessors, successors, and legally affiliated entities.
41. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.
42. "Response Deadline" means sixty (60) calendar days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax or U.S. mail Requests for Exclusion from the Settlement; or (b) fax, or U.S. mail his or her Objection to the Settlement. If the sixtieth day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is operating. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
43. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
44. "Workweek(s)" means the number of calendar weeks each Class Member and PAGA Employee worked as an hourly-paid or non-exempt employee in the State of California during the Class Period and PAGA Period, respectively. Workweeks will be based on hire dates, last dates worked or separation dates (as applicable), and rehire dates (as applicable) and may exclude periods when the Class Member did not work.

B. RECITALS.

1. On May 31, 2024, Plaintiff filed a wage-and-hour class action lawsuit in the Superior Court of California, County of San Diego, alleging violations of: (a) Labor Code sections 510 and 1198 (unpaid overtime); (b) Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) Labor Code section 226.7 (unpaid rest period premiums); (d) Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) Labor Code sections 201 and 202 (final wages not timely paid); (f) Labor Code section 226(a) (non-compliant wage statements); (g) Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) Business & Professions Code section 17200, *et seq.*
2. After engaging in discovery, investigations, and negotiation, on April 17, 2025, the Parties attended mediation with the mediator Jeffrey Fuchsman, eventually resulting in a settlement via a mediator's proposal.
3. In line with the settlement, on October 31, 2025, Plaintiff provided written notice to the LWDA and Defendant of the specific provisions of the Labor Code that she contends were violated and the theories supporting her contentions.
4. On November 19, 2025, Plaintiff filed a First Amended Complaint that adjusted the class definition and added a cause of action for violation of Labor Code section 2698, *et seq.* (PAGA).
5. Pursuant to Code of Civil Procedure section 377, April Mora became the successor in interest for the original plaintiff (Grace Mora) after Grace Mora died.
6. Defendant denies the allegations in the First Amended Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged. In entering this Settlement, Defendant does not admit, and specifically denies, it: (a) violated any federal, state, or local law; (b) violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; (c) breached any contract; (d) violated or breached any duty; (e) engaged in any misrepresentation or deception; or (f) engaged in any other unlawful conduct, act, or omission.
7. The Parties conducted investigation and discovery of the facts and law both before and after the Action was filed. Prior to the mediation, Defendant produced records and other documents relating to the policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt employees for all hours worked, and meal and rest breaks along with payroll, timekeeping, and operational policies. As part of Defendant's production, Plaintiff reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of Workweeks and PAGA Pay Periods. Plaintiff (through her counsel and predecessor) also located and interviewed Class Members who worked for Defendant throughout the Class Period. The investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130.

8. The Court has not granted class certification.
9. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.

C. MONETARY TERMS.

1. Gross Settlement Amount. Defendant promises to pay \$950,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay the: (a) Class Counsel Fees Payment; (b) Class Counsel Litigation Expenses Payment; (c) Class Representative Service Payment; (d) Administration Expenses Payment; (e) PAGA Penalties; (f) Individual Class Payments; and (g) Individual PAGA Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring the Participating Class Members or PAGA Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - a. Class Counsel. Class Counsel Fees Payment of \$332,500 (35% of the Gross Settlement Amount) and Class Counsel Litigation Expenses Payment of \$25,000.
 - i. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Defendant will not oppose requests for the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment if they do not exceed these amounts.
 - ii. The Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and hold Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments.

- iii. The Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099. The Released Parties will have no obligations to arrange, fund, or participate in any way in the purchase, administration, maintenance, or distribution of any such “fee deferral vehicles”, investments, or funding transactions.
- b. Plaintiff. Class Representative Service Payment of \$10,000 to Plaintiff.
- i. Plaintiff will seek Court approval for a Class Representative Service Payment of \$10,000 no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Defendant will not oppose the request for the Class Representative Service Payment that does not exceed this amount.
 - ii. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- c. Administrator. Administration Expenses Payment of up to \$15,000 except for a showing of good cause and as approved by the Court.
- i. To the extent that incurred administration expenses are less than \$15,000 or the Court approves payment of less than \$15,000, the Administrator will allocate the remainder to the Net Settlement Amount.
- d. LWDA and PAGA Employees. PAGA Penalties of \$75,000 to be paid from the Gross Settlement Amount, sixty-five percent (65%) of which (\$48,750) will be allocated to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$26,250) will be allocated to the PAGA Employees as their Individual PAGA Payments. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
- i. An Individual PAGA Payment is calculated by: (a) dividing the amount of the thirty-five percent (35%) share of PAGA Penalties (\$26,250) by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period; and (b) multiplying the result by each PAGA Employee’s PAGA Pay Periods during the PAGA Period. All the Individual PAGA Payments will be attributed as one hundred percent (100%) to alleged penalties.

- ii. The Administrator will report the Individual PAGA Payments on IRS Form 1099. The PAGA Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- e. Participating Class Members. An Individual Class Payment is calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.
 - i. Twenty percent (20%) of Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on IRS Form W-2. Eighty percent (80%) of the Individual Class Payment will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. The Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payments.
 - ii. The Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to the Participating Class Members on a pro rata basis.
- f. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible. This includes, but is not limited to: (a) profit-sharing plans; (b) bonus plans; (c) 401(k) plans; (d) stock purchase plans; (e) vacation plans; (f) sick leave plans; (g) PTO plans; and (h) any other benefit plan.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and PAGA Pay Periods. Based on a review of its records as of the date of mediation (April 17, 2025), Defendant estimates there are 358 Class Members who worked a total of 32,360 Workweeks, and 227 PAGA Employees who worked a total of 7,329 PAGA Pay Periods.
2. Funding of the Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount and employer payroll taxes owed for the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator by the Effective Date or October 17, 2026, whichever date is later.
3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount and all employer payroll taxes owed for the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons. Disbursement of the Class Counsel Fees Payment, Class

Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via first-class United States Postal Service (“USPS”) mail, postage prepaid. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments and Individual PAGA Payments to all Participating Class Members and PAGA Employees, including Non-Participating Class Members who qualify as PAGA Employees, respectively (including those for whom Class Notices were returned undelivered). The Administrator may send the Participating Class Members a single check combining the Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update the mailing addresses of the recipients using the NCOA.
- b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator shall send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.
- c. For any Class Member whose check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member, thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- d. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Settlement.

E. RELEASES OF CLAIMS. Effective on the date when Defendant funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiff’s Complete and General Release. Plaintiff and Plaintiff’s former and present spouses, representatives, agents, attorneys, heirs, predecessors in interest, administrators, successors, and assigns generally release and discharge the Released Parties from any and all known and unknown claims, transactions, or occurrences that occurred during the Class Period (“Plaintiff’s Complete and General Release”). The Plaintiff’s Complete and General Release includes, is but not limited to: (a) all claims

that were, or could have been, alleged based on the facts contained in the Operative complaint; (b) all PAGA claims that were, or could have been, alleged based on facts contained in the PAGA Notice; (c) all claims of arising from Plaintiff's employment relationship, or termination of Plaintiff's employment relationship, with Defendant; and (d) any known and unknown claims of any nature arising from any act or omission occurring prior to the Effective Date.

- a. Plaintiff's Complete and General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on acts or omissions after the Effective Date.
- b. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true but agrees that Plaintiff's Complete and General Release shall remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. Plaintiff also expressly waives and relinquishes any and all claims, rights or benefits that he may have under Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

2. Release by the Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, rights, demands, liabilities, and causes of action whether pled or could have been pled arising from the facts alleged in the Operative Complaint and that occurred during the Class Period ("Released Class Claims").
 - a. The Released Class Claims include claims for alleged: (i) failure to pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (ii) failure to pay wages for off-the-clock work; (iii) failure to pay all overtime and double time wages (including failure to pay overtime, doubletime, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (iv) failure to provide compliant meal periods; (v) failure to provide compliant rest periods; (vi) failure to pay premiums (or correct premiums) for non-compliant meal and rest breaks; (vii) failure to properly calculate, pay, and/or account for paid sick leave benefits; (viii) failure to properly calculate the regular rate of pay to include bonuses or other incentive compensation or to properly weight wage rates when calculating the regular rate of pay, bonus, and incentive pay; (ix) failure to pay wages due at termination and during employment; (x) failure to provide accurate, itemized wage statements; (xi) failure to pay employees two times

per month or timely during employment; and (xii) all claims under Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226(a), 226(b), 226.3, 226.7, 227.3, 246, 510, 512, 512(a), 551, 552, 558, 1030, 1031, 1032, 1033, 1034, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2801, and 2802, and any associated statutes and regulations, as well as claims for unfair competition/unfair business practices pursuant to the Unfair Competition Laws, Business & Professions Code sections 17200, *et seq.* based on any of the foregoing alleged failures/claims.

- b. The Released Class Claims expressly encompasses a release by the Class Members of claims under the Fair Labor Standards Act based on the same conduct/primary rights as those alleged in the Operative Complaint.
 - c. Defendant shall be entitled to the Released Class Claims as defined in Section E(2) occurring only during the Class Period and during such time when the Class Members were classified as hourly paid or non-exempt employees. The Class Members will not release their claims for wages if they submit valid and timely Request for Exclusion.
 - d. Except as set forth in Section E.3. of this Agreement, the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
3. Release by the PAGA Employees. All Participating and Non-Participating Class Members, who are PAGA Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims, rights, demands, liabilities, and causes of action whether pled or could have been pled arising from the facts alleged in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period ("Released PAGA Claims").
- a. The Released PAGA Claims include: (i) failure to pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (ii) failure to pay wages for off-the-clock work; (iii) failure to pay all overtime and double time wages (including failure to pay overtime, double-time, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (iv) failure to provide compliant meal periods; (v) failure to provide compliant rest periods; (vi) failure to pay premiums (or correct premiums) for non-compliant meal and rest breaks; (vii) failure to pay sick pay; (viii) failure to calculate the regular rate of pay to include bonuses or other incentive compensation or to properly weight wage rates when calculation the regular rate of pay, bonus, and incentive pay; (ix) failure to pay wages due at termination and during employment; (x) failure to provide accurate, itemized wage statements; (xi) failure to pay employees two times per month or timely during employment; and (xii) all claims under 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, as well as claims for unfair competition/unfair business practices pursuant to the Unfair Competition Laws, Business & Professions Code sections 17200, *et seq.* based on any of the foregoing alleged failures/claims.

- b. The Released PAGA Claims include all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period.

F. MOTION FOR PRELIMINARY APPROVAL. Class Counsel will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

1. Plaintiff’s Responsibilities. Plaintiff will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.
 - a. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall be determined by the Court, and the Court’s determination on these amounts shall be final and binding. The Court’s approval or denial of any amount requested for these items are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment shall not operate to terminate or cancel this Agreement.
 - b. Defendant agrees that it will not oppose the Motion for Preliminary Approval of the Settlement Agreement so long as the motion is consistent with the terms of the Settlement Agreement.
2. Responsibilities of Counsel. Class Counsel are responsible for: (a) expeditiously finalizing and filing the Motion for Preliminary Approval after the execution of this Agreement; (b) obtaining a prompt hearing date for the Motion for Preliminary Approval; and (c) appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel are responsible for delivering the Preliminary Approval to the Administrator.
3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement (excluding the requested payments set forth in section C(2) in this Agreement), Class Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone to modify the Settlement and satisfy the Court’s issues.

G. SETTLEMENT ADMINISTRATION.

1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
4. Notice to Class Members.
 - a. No later than fourteen (14) calendar days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted the Class Members' identifying information and to provide corrected or updated Class Data as soon as possible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or resolve any issues related to missing or omitted Class Data.
 - b. No later than three (3) business days after the receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Employees, Workweeks, and PAGA Pay Periods in the Class Data.
 - c. Before mailing Class Notices, the Administrator shall update the Class Members' addresses using the NCOA. Using best efforts to perform as soon as possible, and no later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice via first-class USPS mail.

- d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained.
- e. If the Administrator, Defendant, or Class Counsel is contacted by or discovers any persons who believe that they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, to agree on whether to include them as Class Members. If the Parties agree, such persons will be deemed Class Members entitled to the same rights as the other Class Members, and the Administrator will send these persons, via overnight delivery, a Class Notice requiring them to exercise their options under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice or deadlines in the Class Notice, whichever date is later.

5. Requests for Exclusion (Opt-Outs).

- a. The Class Members who wish to exclude themselves from the Class portion of the Settlement must send the Administrator by fax, or U.S. mail a signed written Request for Exclusion no later than the Response Deadline.
- b. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) telephone number; and (iv) simple statement electing to be excluded from the Settlement. To be valid, a Request for Exclusion must be timely faxed, or postmarked by the Response Deadline.
- c. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or susceptible to challenge.
- d. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the releases under Section E.2. and Section E.3. of this Agreement regardless of whether they receive the Class Notice or object to the Settlement.

- e. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, the Participating and Non-Participating Class Members who are PAGA Employees are deemed to release the claims identified in Section E.3. of this Agreement and are eligible for an Individual PAGA Payment. A Class Member who properly submits a valid and timely request to be excluded from this Action will still receive their Individual PAGA Payment if he or she is also a PAGA Employee. In other words, a Class Member will still be bound by the Released PAGA Claims even if they submit a valid and timely request to be excluded.

6. Challenges to Calculation of Workweeks and PAGA Pay Periods.

- a. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
- b. The Class Member may challenge the allocation of Workweeks and PAGA Pay Periods (if any) by communicating with the Administrator via fax, or U.S. mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct. The Administrator's determination of each Class Member's allocation of Workweeks and PAGA Pay Periods shall be final and not appealable or susceptible to challenge.
- c. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and PAGA Pay Periods to Defense Counsel and Class Counsel along with the Administrator's determination of the challenges.

7. Objections to Settlement.

- a. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than the Response Deadline.
- b. The Participating Class Members may send signed written objections to the Administrator by fax, or U.S. mail. The written objection must: (i) indicate what the Class Member is objecting to; (ii) explain why the Class Member is objecting; (iii) include any fact that support the objection; and (iv) include the Class Member's full name, present address, and telephone number.

- c. Only Participating Class Members may object to the class action components of the Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement Agreement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.
 - d. The Participating Class Members may choose to appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
8. Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement.
- a. The Administrator will establish and maintain and use a website to post information of interest to Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, Final Approval, and Judgment. The Administrator will also maintain and monitor and toll-free telephone number to receive the Class Members' calls and faxes.
 - b. On a weekly basis, the Administrator must provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or re-mailed via U.S. mail; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; and (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion.
 - c. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or susceptible to challenge. The Administrator will review the Requests for Exclusion on a rolling basis to ascertain their validity.
 - d. The Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) re-mailing of Class Notices via U.S. mail; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion received (both valid or invalid); and (vi) total number of written objections received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel are responsible for filing the Administrator's declaration(s) in Court.

- e. The Administrator shall calculate the amount of employer taxes due on the Wage Portion of the Individual Class Payments and promptly notify Defense Counsel so that payment can be sent to the Administrator by Defendant.
- f. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement.

H. ESCALATOR CLAUSE. If it is determined that the number of Workweeks through the Class Period exceeds ten percent (10%) or more of 32,360 (*i.e.*, more than 35,596 Workweeks), then, at Defendant's election, either the: (1) Gross Settlement Amount shall increase proportionally over the ten percent (10%) increase (*i.e.*, if the number of Workweeks increases by 12%, the Gross Settlement Amount will increase by 2%); or (2) Defendant will end the Class Period on the date that the number of Workweeks reaches 35,596 Workweeks.

I. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified by the Administrator exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever and that neither Party will have any further obligation to perform under this Settlement provided Defendant will remain responsible for paying all settlement administration costs incurred to that point. Defendant must notify Class Counsel and the Court of its selection to withdraw no later than fourteen (14) calendar days after the Administrator sends the final Weekly Report. A late election will have no effect.

J. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (s), Final Approval Order, and Judgment.

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (excluding the requested payments set forth in section C(2) in this Agreement), then the Parties will work together to address the Court's issues to obtain Final Approval. If the Court does not grant Final Approval of the Agreement, or if the Court's Final Approval is reversed or materially modified on appellate review, then the Parties will make a good faith effort to revise the terms of the Agreement. If that process fails, the Settlement will be null and void, and the Parties reserve their rights with respect to the prosecution and defense of this Action.

3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement, this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court's issues and to obtain Final Approval and entry of Judgment sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis.
5. Continuing Jurisdiction of the Court. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together to jointly submit an amended judgment.

L. ADDITIONAL PROVISIONS.

1. Confidentiality Prior to Preliminary Approval. Until the Motion for Preliminary Approval is filed, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; or (e) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to notify the other of any judicial or agency order, inquiry, or subpoena seeking such information. Before the filing of the Motion for Preliminary Approval, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication with a third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This section does not restrict Class Counsel's communication with the Class Members in accordance with Class Counsel's ethical obligations owed.

2. Press and Publicity. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, publicize the Settlement, or have any communication with the press about this Action and/or facts, amount, or terms of the Settlement at any time. The Parties agree that the Press for purposes of this section includes any and all online posts on news articles and social media posts. This provision shall not apply to the filing of any documents with the Court or LWDA that are necessary to effectuate the Settlement, nor is it intended to interfere with or restrict the: (a) Administrator from distributing the Class Notice and complying with its obligation to provide information to the Class Members and/or PAGA Employees; (b) Administrator from posting any judgment on its website; and (c) Class Counsel from disclosing the names of the Parties in this Action and the venue/case number of this action for purposes of proving adequacy.
3. No Admission. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted. Moreover, nothing in this Agreement should be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Agreement only. If the Court does not grant Preliminary Approval or Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. This Agreement and the Parties' willingness to settle will have no bearing on and will not be admissible in connection with any litigation (except for proceedings to enforce or effectuate the Settlement Agreement).
4. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become

necessary to implement the Settlement Agreement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.
7. No Solicitation. The Parties separately agree that they and their counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with the Class Members in accordance with Class Counsel's ethical obligations owed to the Class Members.
8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
9. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
10. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
11. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
12. Modification of this Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party was the drafter or participated in the drafting.
14. Applicable Law. All the terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

15. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
16. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
17. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
18. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Douglas Han
 Shunt Tatavos-Gharajeh
 Justice Law Corporation
 751 North Fair Oaks Avenue, Suite 101
 Pasadena, California 91103
 (Tel) (818) 230-7502
 (Fax) (818) 230-7259
 dhan@JusticeLawCorp.com
 statavos@JusticeLawCorp.com

To Defendant: Shannon R. Finley
 Will R. Dischmann
 Pettit Kohn Ingrassia Lutz & Dolin PC
 11622 El Camino Real, Suite 300
 San Diego, California 92130
 (Tel) (858) 755-8500
 (Fax) (858) 755-8504
 sfinley@pettitkohn.com
 wdischmann@pettitkohn.com

19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
20. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. Pursuant to Code of Civil Procedure section 583.330 and upon the signing of this Agreement, the Parties agree to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.


Dated: 03/10/2026

April Mora

By: april mora

Dated: 03/10/2026

Justice Law Corporation [Approving as to Form Only]

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiff

Dated: _____

Noah Homes, Inc.

By: _____
On behalf of Noah Homes, Inc.

Dated: _____

Pettit Kohn Ingrassia Lutz & Dolin PC [Approving as to Form Only]

By: _____
Shannon R. Finley, Esq.
Will R. Dischmann, Esq.
Attorneys for Defendant

Dated: _____

April Mora

By: _____

Dated: _____

Justice Law Corporation [Approving as to Form Only]

By: _____

Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiff

Dated: 03/11/2026

Noah Homes, Inc.

By: *Sandra Rocco Melville*
On behalf of Noah Homes, Inc.

Dated: 03/11/2026

Pettit Kohn Ingrassia Lutz & Dolin PC [Approving as to Form Only]

By: *Shannon Finley*
Shannon R. Finley, Esq.
Will R. Dischmann, Esq.
Attorneys for Defendant

EXHIBIT A

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

Grace Mora v. Noah Homes, Inc. (Case No. 37-2024-00025538-CU-OE-CTL)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by an attorney. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Noah Homes, Inc. (“Defendant”) for alleged wage and hour violations, which Defendant denies. The Action was filed by the late named plaintiff Grace Mora, and April Mora is now serving as the successor interest for Grace Mora pursuant to Code of Civil Procedure section 377 (“Plaintiff”). The Action seeks payment of:

- (1) Unpaid wages for a class of all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from May 31, 2020, through July 16, 2025 (“Class,” “Class Members,” “Class Period”); and
- (2) Penalties under the Private Attorneys General Act of 2004 (“PAGA”) for all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from October 31, 2024, through July 16, 2025 (“PAGA Employees” and “PAGA Period”).

The settlement has two parts: (1) Class Settlement to fund Individual Class Payments; and (2) PAGA Settlement to fund Individual PAGA Payments.

Your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____. The actual amount you may receive likely will be different and will depend on several factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the settlement because you didn’t work during the PAGA Period.

The above estimates are based on Defendant’s records showing that you worked _____ Workweeks during the Class Period and worked _____ PAGA Pay Periods during the PAGA Period. If you believe that you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date. See Section IV of this Class Notice.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”).

If you worked for Defendant during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing.** You don’t have to do anything to participate in the settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

2. **Opt Out of the Class Portion of the Settlement.** You can exclude yourself from the Class portion of the Settlement by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement.

Defendant won't retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Don't Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant covered by this settlement (Released Claims).</p>
<p>You Can Opt Out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement</p> <p>The Opt Out Deadline is _____</p>	<p>If you don't want to fully participate in the settlement, you can opt out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the settlement. See Section VI of this Class Notice.</p> <p>You cannot opt out of the PAGA portion of the settlement. Defendant must pay Individual PAGA Payments to all PAGA Employees, and the PAGA Employees must give up their rights to pursue Released Claims (defined below).</p>
<p>Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement</p> <p>Written Objections Must be Submitted by _____</p>	<p>All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Class Notice.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.</p>

<p>You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods</p> <p>Written Challenges Must be Submitted by</p>	<p>The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many PAGA Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendant’s records is stated on the first page of this Class Notice. See Section IV of this Class Notice.</p>
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I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action alleges that Defendant violated California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Plaintiff also asserted a claim for civil penalties under Labor Code section 2698 (PAGA). Plaintiff is represented by attorneys Douglas Han and Shunt Tatavos-Gharajeh, of Justice Law Corporation.

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Plaintiff or Defendant is correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating a settlement to the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation.

By signing the Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) and agreeing to jointly ask the Court to enter a judgment concluding the Action and enforcing the Settlement Agreement, the Parties negotiated a settlement that is subject to the Final Approval. Both sides agree that the settlement is a compromise of disputed claims. Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized the mailing of this Class Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. Defendant Will Pay a Gross Settlement Amount of \$950,000. Defendant agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).

- a. Assuming that the Court grants Final Approval, no later than the Effective Date or October 17, 2026, whichever date is later, Defendant shall fund the Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator. No later than (14) calendar days after Defendant funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons.
 - b. “Effective Date” means the later of the following dates: (i) if no objection to the settlement is made, then no later than thirty (30) calendar days after the Court serves the Parties with a notice of entry of judgement or a file-stamped copy of the order granting Final Approval and entering judgment or; (ii) if an objection is made but no appeal filed, then no later than thirty (30) calendar days after the Court serves the Parties with a notice of entry of a file-stamped copy of the order granting Final Approval and entering judgment and all appeals have been resolved in favor of Settlement.
2. Court Approved Deductions from the Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount:
- a. Up to \$332,500 (35% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$25,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000 to Plaintiff as the Class Representative Service Payment for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payment will be the only money that Plaintiff will receive other than Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$15,000 to the Administrator as the Administration Expenses Payment for services administering the Settlement.
 - d. Up to \$75,000 for PAGA Penalties, sixty-five percent (65%) of which (\$48,750) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which (\$26,250) will be paid to the PAGA Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Net Settlement Amount Distributed to the Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by making Individual Class Payments to the Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) of each Individual Class Payment to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments and Individual PAGA Payments on IRS Form 1099.
 - a. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
5. Need to Promptly Cash the Checks. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose settlement check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the California Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out. The Non-Participating Class Members will not receive Individual Class Payments but will preserve their right to personally pursue wage and hour claims against Defendant.
 - a. You cannot opt out of the PAGA portion of the Settlement. In other words, Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.
7. Right to Object. Participating Class Members have the right to object to the Settlement, including the settlement payments. The Court will consider all objections.
8. The Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. The Parties agreed that, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.

9. Administrator. The Court has appointed a neutral company ILYM Group, Inc. (“Administrator”) to send this Class Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section IX of this Class Notice.

10. Release by the Participating Class Members. After Defendant has funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. The Participating Class Members will be bound by the following release:
 - a. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, rights, demands, liabilities, and causes of action whether pled or could have been pled arising from the facts alleged in the Operative Complaint and that occurred during the Class Period (“Released Class Claims”).

 - b. The Released Class Claims include claims for alleged: (i) failure to pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (ii) failure to pay wages for off-the-clock work; (iii) failure to pay all overtime and double time wages (including failure to pay overtime, doubletime, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (iv) failure to provide compliant meal periods; (v) failure to provide compliant rest periods; (vi) failure to pay premiums (or correct premiums) for non-compliant meal and rest breaks; (vii) failure to properly calculate, pay, and/or account for paid sick leave benefits; (viii) failure to properly calculate the regular rate of pay to include bonuses or other incentive compensation or to properly weight wage rates when calculating the regular rate of pay, bonus, and incentive pay; (ix) failure to pay wages due at termination and during employment; (x) failure to provide accurate, itemized wage statements; (xi) failure to pay employees two times per month or timely during employment; and (xii) all claims under Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226(a), 226(b), 226.3, 226.7, 227.3, 246, 510, 512, 512(a), 551, 552, 558, 1030, 1031, 1032, 1033, 1034, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2801, and 2802, and any associated statutes and regulations, as well as claims for unfair competition/unfair business practices pursuant to the Unfair Competition Laws, Business & Professions Code sections 17200, *et seq.* based on any of the foregoing alleged failures/claims.

 - c. The Released Class Claims expressly encompasses a release by the Class Members of claims under the Fair Labor Standards Act based on the same conduct/primary rights as those alleged in the Operative Complaint.

- d. Defendant shall be entitled to the Released Class Claims as defined in Section E(2) of the Agreement occurring only during the Class Period and during such time when the Class Members were classified as hourly paid or non-exempt employees. The Class Members will not release their claims for wages if they submit valid and timely Request for Exclusion.
 - e. Except as set forth in Section E.3. of the Agreement, the Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
11. Release by the PAGA Employees. After Defendant has funded the Gross Settlement Amount and separately paid all employer payroll taxes, all PAGA Employees will be barred from asserting PAGA claims against Defendant even if they exclude themselves from the Settlement. The PAGA Employees will be bound by the following release:
- a. All Participating and Non-Participating Class Members, who are PAGA Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims, rights, demands, liabilities, and causes of action whether pled or could have been pled arising from the facts alleged in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period ("Released PAGA Claims").
 - b. The Released PAGA Claims include: (i) failure to pay minimum wages, contractual straight-time wages, and wages at the proper regular rate of pay for all work performed; (ii) failure to pay wages for off-the-clock work; (iii) failure to pay all overtime and double time wages (including failure to pay overtime, double-time, meal/rest premiums, and/or sick time wages at the correct regular rate of pay); (iv) failure to provide compliant meal periods; (v) failure to provide compliant rest periods; (vi) failure to pay premiums (or correct premiums) for non-compliant meal and rest breaks; (vii) failure to pay sick pay; (viii) failure to calculate the regular rate of pay to include bonuses or other incentive compensation or to properly weight wage rates when calculation the regular rate of pay, bonus, and incentive pay; (ix) failure to pay wages due at termination and during employment; (x) failure to provide accurate, itemized wage statements; (xi) failure to pay employees two times per month or timely during employment; and (xii) all claims under 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, as well as claims for unfair competition/unfair business practices pursuant to the Unfair Competition Laws, Business & Professions Code sections 17200, *et seq.* based on any of the foregoing alleged failures/claims.

- c. The Released PAGA Claims include all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice and that occurred during the PAGA Period.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing \$26,250 by the total number of PAGA Pay Periods worked by all PAGA Employees during the PAGA Period; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek / PAGA Pay Period Challenges. The number of Workweeks you worked during the Class Period and number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Class Notice. You have until _____ to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or fax. Section IX of this Class Notice has the Administrator's contact information.
 - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service ("USPS") mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as PAGA Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.

3. Updated Addresses. Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator's contact information.

VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your full name, present address, and telephone number, and simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Grace Mora v. Noah Homes, Inc.* (Case No. 37-2024-00025538-CU-OE-CTL), and include your identifying information (full name, present address, and telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section IX of the Class Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only the Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement and/or Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Grace Mora v. Noah Homes, Inc.* (Case No. 37-2024-00025538-CU-OE-CTL) and include your full name, present address, telephone number, and signature. Section IX of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department C-70 of the San Diego County Superior Court located at 330 West Broadway San Diego, California 92101. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible that the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at _____. You can also telephone or send an email to Class Counsel or Administrator using the contact

information listed below or consult the Court’s website by going to <https://odyroa.sdcourt.ca.gov/> and entering the Case No. 37-2024-00025538-CU-OE-CTL. You can also go to the Court in person at the address listed in Section VIII of this Class Notice and request copies of the court documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel: Douglas Han
Shunt Tatavos-Gharajeh
Justice Law Corporation
751 North Fair Oaks Ave., Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com

Administrator: [ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller’s Unclaimed Property Fund at https://www.sco.ca.gov/search_upd.html for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

2/27/2026 2:31:42 PM

1 SHA'LENA ELIZABETHANN ELLIS
7938 BROADWAY #5
2 LEMON GROVE, CA 91845
SHALENA.ELLIS@GMAIL.COM
3 (619) 504-3049
4 SHA'LENA ELIZABETHANN ELLIS, IN PRO PER

Clerk of the Superior Court
By D. Donaldson , Deputy Clerk

5 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

6 **FOR THE COUNTY OF SAN DIEGO**

7 SHA'LENA ELIZABETHANN ELLIS..

Case No.. 24CU002079C

8 Plaintiff,

9 vs

JUDGE HONORABLE CAIETTI, CAROLYN M

10 SOUTHERN AUTO FINANCE COMPANY LLC,
11 COURTESY CHEVROLET CENTER INC,

12 Defendant

**PLAINTIFF'S OPPOSITION TO
DEFENDANTS' DEMURRERS;
MEMORANDUM OF POINTS AND
AUTHORITIES**

13 HEARING DATE 04-10-26 TIME 10:30 am DEPT C-17 ROOM 70

14 X - Notice of Intent to Appear by telephone. Virtual Sha'Lena Elizabethann Ellis

15
16 **PLAINTIFF'S OPPOSITION TO DEFENDANTS' DEMURRERS;
17 MEMORANDUM OF POINTS AND AUTHORITIES**

18 Plaintiff Sha'Lena Elizabethann Ellis, appearing in pro per, respectfully submits this Opposition
19 to the Demurrers filed by Defendants Southern Auto Finance Company, LLC and Courtesy
20 Chevrolet Center, Inc.

21 **I. INTRODUCTION**

22 Defendants' demurrers seek to dispose of this action at the pleading stage by relying on technical
23 arguments while ignoring California's strong policy favoring resolution of cases on their merits.
24 Plaintiff's claims arise from a February 23, 2021 vehicle transaction involving undisclosed
25 ancillary products, an illusory warranty, a mileage discrepancy, and the potential absence of
required licensing authority by Defendant Southern Auto Finance Company.

26 Defendants attempt to characterize Plaintiff's claims as previously litigated, however, the prior
27 small-claims proceedings did not adjudicate fraud in the inducement, unlawful business

28 **PLAINTIFF'S OPPOSITION TO DEFENDANTS' DEMURRERS; MEMORANDUM OF POINTS AND
AUTHORITIES - 1**

1 practices, or regulatory compliance issues now at issue. Plaintiff has alleged specific facts
2 supporting her claims and, at minimum, has demonstrated a clear ability to amend

3 Accordingly, the demurrers should be overruled or sustained only with leave to amend

4 II. LEGAL STANDARD ON DEMURRER

5
6 A demurrer tests only the legal sufficiency of the pleadings and not the truth of the allegations
7 The Court must assume the truth of all properly pleaded facts and give the complaint a liberal
8 construction (Blank v. Kirwan (1985) 39 Cal.3d 311, 318)

9 California Code of Civil Procedure section 452 requires that pleadings be liberally construed
10 with a view toward substantial justice. Any doubts must be resolved in favor of the pleading.

11 III. PLAINTIFF HAS ADEQUATELY ALLEGED CLAIMS

12 OR CAN AMEND TO DO SO

13
14
15 Fraud must be pleaded with specificity, but courts routinely allow amendment where additional
16 detail can be alleged. Plaintiff's Proposed Second Amended Complaint identifies:

- 17 • dealership representative **Alex Espinoza** as the individual involved in the sale;
- 18 • the agreed **\$20,000 AS-IS vehicle price**;
- 19 • undisclosed ancillary products totaling **\$5,684**, including nitrogen tire fill marketed as
20 "Premium Air";
- 21 • a **\$3,500 Ally service contract** represented as a "100,000-mile warranty" despite minimal
22 remaining coverage;
- 23 • an odometer discrepancy discovered immediately after purchase;
- 24 • Plaintiff's reliance and resulting financial damages.

25 These allegations satisfy the particularity requirement or, at minimum, demonstrate that
26 amendment can cure any perceived deficiencies. A demurrer should not be sustained without
27 leave to amend where there is a reasonable possibility defects can be cured (Aubry v. Tri-City
28 Hospital Dist (1992) 2 Cal.4th 962, 970.)

IV. RES JUDICATA DOES NOT BAR PLAINTIFF'S CLAIMS

1 Defendants' reliance on res judicata is misplaced. The prior small-claims proceedings did not
2 adjudicate fraud in the inducement, fraudulent concealment, or unfair business practices. Small-
3 claims court lacks jurisdiction to award punitive damages or the full equitable remedies sought
4 here.

4 Moreover:

- 5 1. One small-claims matter was dismissed without prejudice.
- 6 2. Plaintiff discovered additional material facts after those proceedings;
- 7 3. The present claims involve broader misconduct, including licensing and regulatory issues
8 not previously litigated.

8 Under these circumstances, claim preclusion does not apply.

10 V. DEFENDANTS' LICENSING STATUS REQUIRES

12 DISCOVERY AND DEFEATS DEMURRER

14 Plaintiff alleges, based on a Certificate of Search obtained from the California Department of
15 Financial Protection and Innovation ("DFPI") and subsequent communications, that no license
16 records were located for Southern Auto Finance Company at the time of the February 23, 2021
17 transaction.

17 Plaintiff is informed and believes that any licensing activity may have occurred only after
18 Plaintiff initiated regulatory complaints. The full scope of Defendants' authority to originate,
19 service, or enforce the loan requires discovery.

20 A demurrer cannot be sustained where essential facts lie within the defendant's knowledge
21 (*Khoury v. Maly's of California, Inc.* (1993) 14 Cal.App.4th 612, 616). Licensing status is a
22 mixed question of fact and law that cannot be resolved on the face of the pleadings.

22 VI. DISCOVERY IS NECESSARY AND DEFENDANTS 23 POSSESS EXCLUSIVE FACTS

24 Beyond the licensing issues discussed above, additional material information regarding loan
25 origination practices, servicing conduct, and allocation of ancillary products remains uniquely
26 within Defendants' control.

27 Where facts necessary to plead claims lie within the defendant's knowledge, courts permit
28 amendment and discovery. (*Khoury*, supra.)

PLAINTIFF'S OPPOSITION TO DEFENDANTS' DEMURRERS, MEMORANDUM OF POINTS AND
AUTHORITIES - 3

1 Plaintiff cannot reasonably allege further details regarding internal servicing adjustments,
2 regulatory communications, or ancillary product allocations without access to Defendants'
3 records.

4 VII. LEAVE TO AMEND MUST BE GRANTED

5
6 Even assuming arguendo that deficiencies exist, Plaintiff has demonstrated a clear ability to
7 amend by adding.

- 8 • Named individuals involved in the sale;
- 9 • Detailed ancillary product allocations;
- 10 • Specific reliance allegations;
- 11 • A clear timeline of fraud discovery and regulatory investigation.

12 California policy mandates leave to amend where there is any reasonable possibility defects can
13 be cured. (Aubry, supra.)

14 VIII. CONCLUSION

15 For the foregoing reasons, Plaintiff respectfully requests that the Court:

- 16 1. Overrule Defendants' Demurrers in their entirety; or
- 17 2. In the alternative, sustain the demurrers with leave to amend; and
- 18 3. Grant Plaintiff leave to file the Proposed Second Amended Complaint.

19 Dated this 27th day of February 2026

20
21 
22 Sha'Leon Elizabethann Ellis, In Pro Per