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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

IGNACIO GARATE, on behalf of himself and all others similarly situated,

Plaintiff,

v.

LINCARE, INC., a Delaware Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 37-2024-00026882-CU-OE-CTL

Assigned to Hon. Marcella O. McLaughlin

[REVISED ~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

HEARING INFO

Date: September 18, 2026
Time: 9:30 a.m.
Dept.: C-72

This matter having come for hearing on September 18, 2026, regarding the unopposed Motion for Final Approval of Class Action Settlement on the terms set forth in the Class Action and PAGA Settlement Agreement (the "Settlement"). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement), and having considered the Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All terms used in this order shall have the same meaning as those terms are used and/or defined in the parties' Settlement Agreement and Plaintiff's Motion for Final Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of Mehrdad Bokhour in Support of Plaintiff's Motion for Final Approval of Class Action and is made a part of this Order.

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve this Settlement, and all exhibits thereto.

3. For settlement purposes only, the Court hereby finally certifies the Settlement Class, as defined in the Settlement Agreement, consisting of all individuals who are or were employed by Defendant in California as non-exempt hourly employees at any time from August 12, 2022, through March 4, 2026.

4. For settlement purposes, the Court further finds that Plaintiff represents the State of California and the Aggrieved Employees with respect to the PAGA claims compromised by the Settlement. The Aggrieved Employees consist of all individuals who are or were employed by Defendant in California as non-exempt hourly employees at any time from March 27, 2023, through March 4, 2026.

5. The Court deems this definition sufficient for the purpose of California Rules of Court, rule 3.765(a), and solely for the purpose of effectuating the Settlement.

6. The Court finds that an ascertainable Settlement Class exists and that, for settlement purposes, a well-defined community of interest exists because: (a) common questions of law and fact

predominate over individual questions; (b) Plaintiff's claims are typical of the claims of the Settlement Class; and (c) Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class in negotiating, entering into, and implementing the Settlement.

7. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that complies with California Rules of Court, Rule 3.766. The Class Notice informed prospective Class Members of the Settlement terms, their rights under the Settlement and to receive their settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the Settlement. Sufficient period of time to respond and to act was provided by each of these procedures. No Class Members filed a written objection to the Settlement as part of this notice process, no Class Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing, and no Class Member submitted a request for exclusion.

8. The Court hereby approves the terms set forth in the Settlement Agreement and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

9. The Court directs the Parties to effectuate the Settlement Agreement according to its terms and declares the Settlement Agreement to be binding on all 538 Participating Class Members.

10. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

11. The Court also finds that the Settlement will now avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided as part of the Settlement in

light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured significant relief for Class Members.

12. The Settlement Agreement, and the terms set forth therein, is not an admission by Defendant, or any of the Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be used as an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant and/or the Released Parties. The entering into or carrying out of this Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement Agreement, the Release by Participating Class Members and Aggrieved Employees, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in any other proceeding, this Judgment and/or the Settlement Agreement, and any other papers and records on file in this Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and Released PAGA Claims by Participating Class Members and by Aggrieved Employees.

13. The Court appoints Plaintiff Ignacio Garate as Class Representative for settlement purposes and finds him to be adequate.

14. The Court appoints Joshua Falakassa of Falakassa Law, P.C., and Mehrdad Bokhour of Bokhour Law Group, P.C., as Class Counsel and finds each of them to be adequate, experienced, and well-versed in class action litigation.

15. The terms of the Settlement Agreement, including the Gross Settlement Amount of $730,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement Agreement, subject to this Order.

16. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

A. The Court awards $8,000 to the Settlement Administrator, and finds this amount to be fair and reasonable. The Court grants final approval and orders the Settlement Administrator to pay this amount in accordance with the Agreement.

B. The Court awards $243,333.33 to Class Counsel as attorneys' fees and finds this amount to be fair and reasonable in light of the benefit obtained for the Class. The Court grants final approval of, awards, and orders that the Class Counsel fees be paid in accordance with the Settlement Agreement.

C. The Court awards $30,000 to the Bokhour Law Group, P.C. in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of and orders the Class Counsel litigation expenses payment in this amount to be made in accordance with the Settlement Agreement.

D. The Court awards Plaintiff a Class Representative Service Payment of $10,000 and finds that amount fair and reasonable in light of his contributions to the Action, the time and risks he undertook, the benefits obtained for the Settlement Class, and the broader general release he provided.

E. The Court approves the $20,000 allocation for PAGA penalties and orders that 75% ($15,000) be paid to the LWDA and 25% ($5,000) be distributed to the 475 Aggrieved Employees as Individual PAGA Payments pursuant to the allocation formula in the Settlement Agreement.

17. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the provisions of this Order shall take precedence and supersede the Settlement.

18. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these claims

in this case if the Settlement fails to become final or effective, or in any other case without limitation.

19. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in this Order and the Settlement Agreement.

20. All checks issued to Participating Class Members and Aggrieved Employees shall remain negotiable for 180 days after mailing. Funds represented by checks remaining uncashed after the void date shall be transmitted to the California State Controller's Unclaimed Property Fund in accordance with the Settlement Agreement.

21. Pursuant to California Rules of Court, rule 3.771(b), the Court directs the Settlement Administrator, within 10 days after entry of this Order and Final Judgment, to provide notice of entry of judgment to the Settlement Class by posting this Order and Final Judgment on the settlement website and maintaining it there through the conclusion of settlement administration.

22. Upon the Settlement becoming effective and being fully funded in accordance with the Settlement Agreement, all 538 Participating Class Members shall be bound by the Settlement Agreement and shall be deemed to have released the Released Class Claims against the Released Parties for the Class Period, as those terms are defined in the Settlement Agreement. Upon the Settlement becoming effective and being fully funded, all 475 Aggrieved Employees shall be bound by the PAGA portion of the Settlement and shall be deemed to have released the Released PAGA Claims against the Released Parties for the PAGA Period, as provided in the Settlement Agreement. The foregoing releases shall become effective only upon satisfaction of the conditions specified in the Settlement Agreement and shall extend no further than the claims, time periods, and Released Parties identified therein.

23. A Settlement Compliance Hearing is set for _____, 2027, at ____a.m. in Department C-72 of this Court. At least 15 calendar days before the Settlement Compliance Hearing, Class Counsel shall file a declaration from the Settlement Administrator regarding the status of the settlement administration and distribution, including the amounts distributed to Participating Class Members and Aggrieved Employees, the number and value of checks cashed, the number and value of checks remaining uncashed, the amount transmitted or to be transmitted to the California State Controller's Unclaimed Property Fund, and confirmation that all other payments required under the

Settlement Agreement have been made. If the Court is satisfied that the Settlement has been fully administered and all settlement funds have been properly distributed, no appearance will be required at the Settlement Compliance Hearing.

24. Within 10 days after entry of this Order and Final Judgment, Class Counsel shall submit a copy of the entered Order and Final Judgment to the Labor and Workforce Development Agency through the agency's online filing system in accordance with Labor Code section 2699, subdivision (s)(3).

25. The Court retains continuing jurisdiction over the Parties, the Settlement Class, the Aggrieved Employees, the Action, and the Settlement pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h) of the California Rules of Court, solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

26. This Order and Final Judgment constitute the final disposition of the Action in its entirety and are intended to be immediately appealable. This Final Judgment resolves the claims released by the Settlement Agreement against Defendant and the Released Parties, subject to the terms, conditions, and effective dates of the releases set forth in the Settlement Agreement and this Order.

JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: Oct. 7th, 2026

HON. MARCELLA O. MCLAUGHLIN