

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

JUN 16 2026

BY 
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

CATHERINE GAMBOA, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

MOTHERLY COMFORT HOME CARE LLC, a
California limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: CIVRS2402550

Assigned to Hon. Tony Raphael, Dept. R14

JAY ROBINSON

Complaint filed: November 22, 2024

FAC filed: December 26, 2024

Trial date: Not Set

CLASS & REPRESENTATIVE ACTION

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 16, 2026

Time: 9:00 a.m.

Dept: R14

The Court has before it Plaintiff Catherine Gamboa's ("Plaintiff" or "Class Representative") Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Having reviewed the Motion, the supporting papers and declarations, the Class Action and PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement"), the proposed Class Notice, and good cause appearing, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Class (as defined below) based upon the terms set forth in the Settlement Agreement between Plaintiff and Defendant Motherly Comfort Home Care LLC ("Defendant," and together with Plaintiff, the "Parties"). A true and correct copy of the Settlement Agreement is attached to the Declaration of Alan Wilcox in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as Exhibit 1.

2. For settlement purposes, the Court provisionally certifies the Class defined as all current and former hourly, non-exempt employees were employed by Defendant, either directly or through any predecessor, successor, assign, subsidiary, staffing agency, or professional employer organization, in the State of California during the Class Period (each "Class Member(s)" collectively the "Class").

3. The Court finds that the Settlement falls within the range of reasonableness of a settlement that could ultimately be granted final approval, and therefore appears to be presumptively valid, subject to any objections that may be raised at the final approval hearing and final approval by this Court. The Court further notes that Defendant has agreed to create a common fund of \$200,000.00 (the "Gross Settlement Amount"), which includes: (a) settlement payments to Class Members who do not validly opt out; (b) \$10,000.00 allocated to penalties under the Private Attorneys General Act ("PAGA"), of which 65% (\$6,500.00) shall be paid to the Labor and Workforce Development Agency (the "LWDA PAGA Payment") and 35% (\$3,500.00) shall be paid to Aggrieved Employees (the "Individual PAGA Payment"); (c) a Class Representative service payment of up to \$10,000.00 for Plaintiff (the "Class

Representative Service Payment”); (d) a \$250.00 payment to Plaintiff in consideration for the release of claims under the Age Discrimination in Employment Act (“ADEA”) and the Older Workers Benefit Protection Act (“OWBPA”); (e) attorneys’ fees to Class Counsel not to exceed one-third of the Gross Settlement Amount (\$66,666.66) (the “Class Counsel Fees Payment”), (f) litigation costs not to exceed \$10,000.00 (the “Class Counsel Litigation Expenses Payment”); and (g) settlement administration costs of up to \$9,950.00 (the “Administration Costs”) payable to Phoenix Class Action Administration Solutions (the “Administrator”).

4. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal and formal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

5. A final fairness hearing on the question of whether the proposed Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Penalties for its share of the settlement of claims for PAGA penalties, and the Class Representative Service Payment should be finally approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance with the implementation schedule set forth below.

6. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over

1 individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4)
2 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;
3 and (5) a class action is superior to other available methods for the fair and efficient adjudication
4 of the controversy.

5 7. The Court appoints Plaintiff Catherine Gamboa as Class Representative for
6 settlement purposes only. The Court further preliminarily approves the Class Representative's
7 request for the Class Representative Service Payment, subject to final approval.

8 8. The Court appoints, for settlement purposes only, Tyler J. Woods, James Yoo,
9 Heriberto "Eddie" Ponce, Ruby Carrera, Alan Wilcox, and Conor J.D. Gomez of Wilshire Law
10 Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's
11 request for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment,
12 subject to final approval.

13 9. The Court appoints Phoenix Class Action Administration Solutions as the
14 Administrator and preliminarily approves the request for Administration Costs, subject to final
15 approval.

16 10. The Court approves, as to form and content the class notice, attached to the
17 Settlement Agreement (the "Class Notice"). The Court finds on a preliminary basis that the plan
18 for distribution of the Class Notice satisfies due process, provides the best notice practicable
19 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
20 thereto.

21 11. The Parties are ordered to carry out the Settlement according to the terms of the
22 Settlement Agreement.

23 12. Any Settlement Class Member who does not timely and validly request exclusion
24 from the Settlement may object to the Settlement Agreement.

25 13. The Court orders the following implementation schedule:

26 Defendant to provide Class List to the	Within 14 business days after the Court
27 Settlement Administrator	grants Preliminary Approval of the

	Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant
Response Deadline	60 days after Class Notice is mailed out by the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiff	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	November 18, 2026, at 9:00 a.m. or first available date thereafter, in Department R14. The hearing may be continued to another date without further notice to the Class Members.

14. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

15. _____

IT IS SO ORDERED.

DATE: 6/16/2026


Hon. ~~Tony Raphael~~ JAY ROBINSON
San Bernardino County Superior Court