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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; DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVRS2402550

[Assigned for All Purposes to the Honorable Jay H. Robinson, Dept. R14]

[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Final Approval Hearing:
Date: November 18, 2026
Time: 8:30 a.m.
Dept.: R14

Complaint filed:	November 22, 2024
FAC filed:	December 26, 2024
Trial date:	Not Set

Plaintiff Catherine Gamboa's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on November 18, 2026, at 8:30 a.m., in Department R14 of the Superior Court of California, County of San Bernardino, located at the Rancho Cucamonga Courthouse, at 8303 Haven Avenue, Rancho Cucamonga, CA 91730. Plaintiff now seeks an order granting final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiff and Defendant Motherly Comfort Home Care LLC ("Defendant," and together with Plaintiff, the "Parties"), a copy of which is attached to the Declaration of Alan Wilcox in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. On June 16, 2026, this Court issued an Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"). In accordance with the Preliminary Approval Order, Class Members have been given notice of the terms of the Settlement and the opportunity to comment on or object to it or to exclude themselves from its provisions.

Having received and considered the Settlement Agreement, the supporting papers filed by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement granted on June 16, 2026, and the instant Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as well as oral argument presented to the Court, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all Settlement Class Members.

2. The Court finds that the Class, as defined below, is properly certified as a class for settlement purposes only:

> 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.

3. "Class Period" means the period from November 22, 2020, through June 16, 2026.

4. The Court appoints Plaintiff Catherine Gamboa as Class Representative for settlement purposes only.

5. The Court appoints Tyler Woods, James Yoo, Heriberto Ponce, Ruby Carrera and Giancarlo A. Recinos of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class Member by first-class mail. These papers informed Class Members of the terms of the Settlement, their right to receive a settlement share, their right to comment on or object to the Settlement or to opt out of the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures.

7. No Class Members objected to the Settlement.

8. No Class Members requested exclusion from the Settlement.

9. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

10. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

11. Class Members who have not opted out will be bound by the Settlement, except Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a portion of the amount set aside for their share of the settlement of civil penalties, regardless of whether they opt out of the Settlement.

12. The Court finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

13. "Escalator Clause" is defined as: Based on its records, Defendant represents there are 618 Class Members who collectively worked a total of 15,354 Workweeks during the Class Period. Should the Workweeks increase more than 10% (i.e. more than 1,535 workweeks to 16,890 Workweeks), the GSA will increase on a proportional basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 10% (for example, if the final number of total workweeks increases by 11%, the GSA will increase 1%). Alternatively, if this clause is triggered, Defendant will have the option to roll back the Class and PAGA Release Periods to the date in which the 10% threshold for Workweeks is met.

14. The Administrator determined there were seventeen thousand one hundred eighty-six (17,186) Workweeks during the Class Period. The Escalator Clause was triggered and the Gross Settlement Amount increased to $203,863.49.

15. Defendant shall fully fund the Gross Settlement Amount and the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 (thirty) calendar days after the Effective Date. Defendant will transfer the Gross Settlement Amount of $203,863.49 to the Administrator.

16. Within seven (7) days after Defendant fully funds the GSA, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Award shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

17. The "Effective Date" is defined as the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

18. In addition to any recovery Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of an Enhancement Award to Plaintiff Catherine Gamboa in the amount of $10,000.00. Plaintiff will also receive a $250.00 payment in consideration for the release of claims under the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act ("OWBPA").

19. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $10,000.00 with the LWDA to receive 65% ($6,500.00), and the remaining 35% ($3,500.00) to be distributed to Aggrieved Employees, defined as all current and former hourly, non-exempt employees employed by Defendant in the State of California from October 17, 2023, through June 16, 2026. The Court finds and determines that such payment is fair, reasonable, and appropriate.

20. The Court approves payment from the Gross Settlement Amount for Class Counsel Fees Payment in the amount of $67,954.49, and Class Counsel Litigation Expenses Payment in the amount $8,286.59. Both are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. The Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

21. The Court approves payment from the Gross Settlement Amount for the Administrator Costs Payment in the amount of $9,950.00 to the Administrator, Phoenix Settlement Administrators.

22. Individual Settlement Payments checks will be valid for 180 days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual Settlement Payment within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the check to the California State Controller's Office, Unclaimed Property Division, in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

23. Effective on the date when Defendant fully fund the Gross Settlement Amount and 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:

(a) Released Class Claims: "All Participating Class Members will waive and release all claims asserted in the complaint filed in the Action or that could have been based on the factual allegations asserted in the complaint filed in the Operative Complaint during the Class Period (collectively the "Released Class Claims")."

(b) Released PAGA Claims: "The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are all claims for civil penalties under PAGA arising during the PAGA Period that were alleged in Plaintiff's PAGA Notice to the LWDA and the Operative Complaint, or that could have been based on the facts asserted in the PAGA Notice and Operative Complaint against Released Parties (collectively the "Released PAGA Claims")."

24. "Released Parties" means Defendant and Defendant's officers, directors, employees and agents.

25. The Parties and Administrator are hereby ordered to comply with the terms of the Settlement.

26. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs except as otherwise provided in the Settlement and this Judgment and Order Granting Final Approval of Class Action and PAGA Settlement.

27. Without affecting the finality of this order in any way, pursuant to California Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

28. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action and

PAGA Settlement, and this Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

29. A Settlement Compliance Hearing is set for _____, at _____a.m./p.m. or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m. in Department R14 of the above-captioned Court.

30. A final report from the Settlement Administrator indicating that disbursements were made pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required at the Settlement Compliance Hearing.

IT IS SO ORDERED.

Dated: _____

_____
HONORABLE JAY H. ROBINSON
JUDGE OF THE SUPERIOR COURT