WILSHIRE LAW FIRM, PLC
Tyler J. Woods (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo (SBN 310680)
james.yoo@wilshirelawfirm.com
Giancarlo A. Recinos (SBN 282836)
giancarlo.recinos@wilshirelawfirm.com
660 South Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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 for All Purposes to the Honorable Jay H. Robinson, Dept. R1]

DECLARATION OF JARROD SALINAS IN SUPPORT OF 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.: R1

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

DECLARATION OF JARROD SALINAS

I, Jarrod Salinas, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Gamboa v. Motherly Comfort Home Care LLC* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Class Action Settlement* ("Notice"); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from November 22, 2020 to December 31, 2025 ("Class Period") and the number of pay periods that each Aggrieved Employee worked during the time period from October 17, 2023 to December 31, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Class Members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Enhancement Payment to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On July 1, 2026, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, pay periods, and workweeks for each Class Member ("Class List") during the Class Period. The final mailing list contained seven hundred one (701) individuals identified as Class Members.

4. On July 1, 2026, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address.

5. On July 23, 2026, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all seven hundred one (701) Class Members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, seven (7) have been returned to Phoenix. None were returned with a forwarding address. For the one hundred sixty-two (162) Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the seven (7) Notices that were skip traced, seven (7) updated addresses were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

7. As of the date of this declaration, zero (0) Notices remain undeliverable.

8. As of the date of this declaration, Phoenix has received zero (0) Requests for Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was September 21, 2026.

9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection from Class Members. The deadline for objecting to the Class Settlement was September 21, 2026.

10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes from Class Members. The deadline for submitting a dispute was September 21, 2026.

11. There are seven hundred one (701) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of the Class. Settlement Class Members have worked a collective total of seventeen thousand one hundred eighty-six (17,186) Workweeks during the Class Period. Each Workweek is valued at approximately $5.67.

12. The Escalator Clause of the Settlement Agreement indicates if 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.

13. The Net Settlement Amount of $97,422.41 available to pay Settlement Class Members was determined by subtracting the requested Class Counsel attorneys' fees ($67,954.49), and Class Counsel costs ($8,286.59), requested Enhancement Payment to Plaintiff Gamboa ($10,000.00), the PAGA Amount ($10,000.00), the $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"), and the requested Settlement Administration Costs ($9,950.00) from the Gross Settlement Amount ($203,863.49).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Payment to be paid is approximately $1,609.91, the lowest Individual Settlement Payment to be paid is approximately $11.34, while the average Individual Settlement Payment to be paid is approximately $138.98. Settlement Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

15. Additionally, $10,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 65%, or $6,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 35%, or $3,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are four hundred seven (407) Aggrieved Employees who worked a total of four thousand six hundred ninety-five (4,695) pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $52.18, the lowest Individual PAGA Payment to be paid is approximately $0.75, while the average Individual PAGA Payment to be paid is approximately $8.60.

16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due separately and apart from the Gross Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are $9,950.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed on October 1, 2026, at Orange, California.

Jarrod Salinas

JARROD SALINAS

EXHIBIT A

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

Catherine Gamboa v. Motherly Comfort Home Care LLC
San Bernardino County Superior Court, Case No. CIVRS2402550

The San Bernardino County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.

You may be eligible to receive money from employee class and representative action lawsuit ("Action") against Motherly Comfort Home Care LLC ("Defendant") for alleged wage and hour violations. The Actions were filed by former employee, Catherine Gamboa, and seeks (1) payment of unpaid wages and other relief for a class of non-exempt or hourly-paid employees ("Class Members") who worked for Defendant during the Class Period (November 22, 2020 to June 16, 2026); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Class Members who worked for Defendant during the PAGA Period (October 17, 2023 to June 16, 2026) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be «ESA_Before_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA_Amount».** The actual amount you may receive likely will be different and will depend on a number of 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 «Total_Weeks» Workweeks during the Class Period and you worked «PAGA_Pay_Periods» Pay Periods during the PAGA Period**. The number of Workweeks attributed to you will be calculated by the Settlement Administrator using Defendant's records. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have read and understood it. 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"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant Motherly Comfort Home Care LLC at some point(s) between November 22, 2020 and June 16, 2026, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is October 17, 2023 through June 16, 2026.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the San Bernardino County Superior Court. The case is titled *Catherine Gamboa v. Motherly Comfort Home Care LLC San Bernardino County Superior Court, Case No. CIVRS2402550*. The person who sued, Catherine Gamboa, is the Plaintiff, and the company sued, Motherly Comfort Home Care LLC, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay rest period premiums; (5) failure to furnish accurate itemized wage statements; (6) failure to indemnify employees for all necessary business expenditures; (7) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, et seq.; and (8) civil penalties pursuant to PAGA based on the alleged violations of the California Labor Code listed above (the "Claims"). Defendant denies Plaintiff's Claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period, including current and former employees.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount ("Gross Settlement Amount" or "GSA") of up to $200,000.00 to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys' fees of up to one-third (1/3) of the GSA, currently estimated to total $66,666.66 and reimbursement for reasonable costs not to exceed $25,000.00; an Enhancement Award of up to $10,000.00 to the Plaintiff (for Plaintiff's work and efforts prosecuting this case and Plaintiff's broader general release); a PAGA Penalties payment of $10,000.00 to resolve the PAGA claims ("PAGA Penalties"); and Settlement Administration Costs in an amount not to exceed $10,000.00. The exact amount of the Class Counsel's Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount is the "Net Settlement Amount" or the "NSA." The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded ("opt out") of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a $10,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or $6,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or $3,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant's records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (November 22, 2020 to June 16, 2026). Eighty percent (80%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member's Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant during the PAGA Period, you are also an "Aggrieved Employee" and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees' Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on an IRS Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on November 18, 2026, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date and the Court's approval of the Settlement becoming final, including resolution of any appeals, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees after the Settlement is fully funded, which will not occur until approximately 40 days after the Effective Date.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: https://www.sco.ca.gov/search_upd.html

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and Defendant's officers, directors, employees and agents. ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: All Class Members who do not timely and valid request for exclusion will waive and release the Released Parties from all claims arising during the Class Period which were asserted against Defendant in the operative complaint filed in the Action or which reasonably could have been asserted against Defendant based on the factual allegations stated in the operative complaint filed in the Action, including all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief.

Released PAGA Claims: The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, and the State of California are all claims under PAGA arising during the PAGA Period (a) which were asserted against Defendant in Plaintiff's PAGA Notice and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against Defendant based on the factual allegations stated in Plaintiff's PAGA Notice and/or the operative complaint filed in the Action.

EXCLUDING YOURSELF FROM THE SETTLMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than 60 days after Class Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Phoenix Settlement Administrators
Motherly Comfort Home Care LLC Settlement
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com
gamboa-v-motherly-comfort-home-care.phoenixcases.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period. If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future for the claims alleged in this Action.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **60 days** after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLMENT?

Only if you are an Aggrieved Employee. Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement, so they will receive their portion of the PAGA Penalties even if they exclude themselves from the rest of the Settlement. However, if you timely exclude yourself from the Settlement, you will not receive any of the Net Settlement Amount and you will retain the right to pursue your own legal action against Defendant for violations other than the Released PAGA Claims described above, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

WILSHIRE LAW FIRM
Tyler J. Woods, Esq. (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo, Esq. (SBN 310680)
james.yoo@wilshirelawfirm.com
Heriberto Ponce, Esq. (SBN 339713)
eddie.ponce@wilshirelawfirm.com
Ruby Carrera, Esq. (SBN 343745)
ruby.carrera@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Lucy Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to **$66,666.66** (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to **$25,000.00** in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Catherine Gamboa in the amount of up to $**10,000.00** in addition to Plaintiff's Individual Class Payment and

Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed, emailed, or faxed to the Settlement Administrator and postmarked on or before September 21, 2026, at the following address:

Phoenix Settlement Administrators
Motherly Comfort Home Care LLC Settlement
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com
gamboa-v-motherly-comfort-home-care.phoenixcases.com

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at 8:30 a.m. on November 18, 2026, in Department R-14 of the San Bernardino County Superior Court (Rancho Cucamonga Courthouse) located at 8303 Haven Avenue, Rancho Cucamonga, CA 91730, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Phoenix Settlement Administrators by calling toll free 1-(800) 523-5773, or you can write to the Administrator at the following address:

Phoenix Settlement Administrators
Motherly Comfort Home Care LLC Settlement
P.O. Box 7208
Orange, CA 92863
Telephone: (800) 523-5773
Facsimile: (949) 209-2503
Email: info@phoenixclassaction.com
gamboa-v-motherly-comfort-home-care.phoenixcases.com

PLEASE DO NOT TELEPHONE THE COURT OR MOTHERLY COMFORT HOME CARE LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

«PSA_ID»
«Pre_Sort_Tray_ID»
«Pre_Sort_Order»

AVISO APROBADO POR EL TRIBUNAL DE DEMANDA COLECTIVA Y ACUERDO PAGA Y FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL DEL TRIBUNAL

Catherine Gamboa v. Motherly Comfort Home Care LLC
Tribunal Superior del Condado de San Bernardino, Caso No. CIVRS2402550

El Tribunal Superior del Condado de San Bernardino autorizó este aviso.
No es correo basura, spam, publicidad ni solicitud de un abogado.
¡Por favor léalo con atención! Usted no está siendo Demandado(a).

Usted podría ser elegible para recibir dinero de una Demanda colectiva de empleados y una acción representativa ("Demanda") en contra de Motherly Comfort Home Care LLC ("Demandado") por presuntas infracciones de salarios y horas. Las Acciones fueron presentadas por una exempleada, Catherine Gamboa, y buscan (1) el pago de salarios no pagados y otras compensaciones para una Clase de empleados no exentos o pagados por hora ("Miembros de la Demanda Colectiva") que trabajaron para el Demandado durante el Período de la Demanda Colectiva (del 22 de noviembre de 2020 al 16 de junio de 2026); y (2) sanciones bajo la Ley General de Procuradores Privados de California ("PAGA") para todos los Miembros de la Demanda Colectiva que trabajaron para el Demandado durante el Período PAGA (del 17 de octubre de 2023 al 16 de junio de 2026) ("Empleados Perjudicados").

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de la Demanda Colectiva que exige que el Demandado financie los Pagos Individuales de la Demanda Colectiva, y (2) un Acuerdo PAGA que exige que el Demandado financie los Pagos Individuales PAGA y pague las Sanciones PAGA a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA").

Según los registros del Demandado, y los supuestos actuales de las Partes, **se estima que su Pago Individual de la Demanda Colectiva es de «ESA_Before_Paga» (menos las retenciones) y se estima que su Pago Individual PAGA es de «PAGA_Amount».** El monto real que usted podría recibir probablemente será diferente y dependerá de varios factores. (Si no se indica un monto para su Pago Individual PAGA, entonces, según los registros del Demandado, usted no es elegible para un Pago Individual PAGA conforme al Acuerdo porque no trabajó durante el Período PAGA.)

Los estimados anteriores se basan en los registros del Demandado que muestran que **usted trabajó «Total_Weeks» Semanas Laborales durante el Período de la Demanda Colectiva y que trabajó «PAGA_Pay_Periods» Períodos de Pago durante el Período PAGA**. El número de Semanas Laborales que se le atribuyen será calculado por el Administrador del Acuerdo utilizando los registros del Demandado. Si usted considera que trabajó más durante cualquiera de los dos períodos, puede presentar una impugnación antes de la fecha límite.

El Tribunal ya aprobó preliminarmente el Acuerdo propuesto y aprobó este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación final del Acuerdo. Sus derechos legales se ven afectados actúe o no actúe. **LEA ESTE AVISO CON ATENCIÓN**. Se considerará que usted lo ha leído y comprendido. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba finalmente el Acuerdo y qué parte del Acuerdo se pagará al Demandante y a los abogados del Demandante ("Abogados de la Demanda Colectiva"). El Tribunal también decidirá si emite una sentencia que exija al Demandado realizar los pagos conforme al Acuerdo y que exija a los Miembros de la Demanda Colectiva y a los Empleados Perjudicados renunciar a su derecho de presentar ciertos reclamos en contra del Demandado.

SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO	
NO HACER NADA	Recibirá dinero. Renunciará al derecho de Demandar al Demandado por los reclamos liberados en el Acuerdo.
EXCLUIRSE	No recibirá dinero del Acuerdo de la Demanda Colectiva. Conservará el derecho de iniciar sus propios reclamos legales en contra del Demandado. Sin embargo, aunque se excluya del Acuerdo de la Demanda Colectiva, seguirá recibiendo una parte del Acuerdo PAGA y quedará obligado por él si trabajó durante el Período PAGA.
OBJETAR	Puede escribir al Tribunal explicando por qué objeta el Acuerdo. Si el Acuerdo recibe la Aprobación Final, usted recibirá dinero y renunciará al derecho de Demandar al Demandado por los reclamos liberados en el Acuerdo.
IMPUGNAR SU NÚMERO DE SEMANAS LABORALES Y/O PERÍODOS DE PAGO	Puede impugnar el número de Semanas Laborales o Períodos de Pago que se le atribuyen en este Aviso y proporcionar evidencia de respaldo. Si impugna sus semanas laborales o períodos de pago, seguirá formando parte del Acuerdo y renunciará al derecho de Demandar al Demandado por los reclamos liberados en el Acuerdo.

INFORMACIÓN BÁSICA

1. ¿POR QUÉ RECIBO ESTE AVISO?

Los registros del Demandado indican que usted trabajó para el Demandado Motherly Comfort Home Care LLC en algún momento entre el 22 de noviembre de 2020 y el 16 de junio de 2026, y que, por lo tanto, es miembro de la Demanda Colectiva para efectos de este Acuerdo.

Usted recibió este Aviso porque tiene derecho a conocer un Acuerdo propuesto de la Demanda, y todas sus opciones, antes de que el Tribunal decida si aprueba finalmente el Acuerdo. El Acuerdo resolverá los reclamos de todos los Miembros de la Demanda Colectiva, descritos a continuación, durante el Período de la Demanda Colectiva. El Acuerdo también resolverá los reclamos por sanciones civiles presentados conforme a la Ley General de Procuradores Privados de California ("PAGA"). Si usted es Miembro de la Demanda Colectiva, también es un "Empleado Perjudicado" si trabajó para el Demandado durante el "Período PAGA", que es del 17 de octubre de 2023 al 16 de junio de 2026.

Si el Tribunal otorga la Aprobación Final al Acuerdo, un Administrador del Acuerdo designado por el Tribunal emitirá los pagos previstos en el Acuerdo a los Miembros de la Demanda Colectiva. Se le recomienda mantener siempre actualizada su dirección con el Administrador (la información de contacto del Administrador se encuentra en la Sección 12, a continuación).

Este paquete de Aviso explica las alegaciones y los antecedentes relacionados con la Demanda, el Acuerdo, sus derechos legales, los beneficios disponibles, quién es elegible para recibirlos y cómo recibir esos beneficios.

El Tribunal a cargo de la Demanda es el Tribunal Superior del Condado de San Bernardino. El caso se titula *Catherine Gamboa v. Motherly Comfort Home Care LLC, Tribunal Superior del Condado de San Bernardino, Caso No. CIVRS2402550*. La persona que demandó, Catherine Gamboa, es la Demandante, y la empresa Demandada, Motherly Comfort Home Care LLC, es el Demandado.

2. ¿DE QUÉ TRATA LA DEMANDA?

La Demandante alega en la Demanda infracciones de salarios y horas en contra del Demandado por: (1) no pagar el salario mínimo ni el salario por tiempo ordinario; (2) no pagar horas extra; (3) no otorgar períodos de comida ni pagar las primas correspondientes; (4) no otorgar períodos de descanso ni pagar las primas correspondientes; (5) no proporcionar comprobantes de pago detallados y exactos; (6) no reembolsar a los empleados los gastos comerciales necesarios; (7) infracción de la Ley de Competencia Desleal de California, Código de Negocios y Profesiones de California, sección 17200 y siguientes; y (8) sanciones civiles conforme a PAGA con base en las presuntas infracciones del Código Laboral de California antes mencionadas (los "Reclamos"). El Demandado niega los Reclamos de la Demandante y niega haber incurrido en falta alguna.

3. ¿POR QUÉ ES ESTO UNA DEMANDA COLECTIVA?

En una Demanda colectiva laboral, una o más personas denominadas "Representantes de la Demanda Colectiva" (en este caso, la Demandante) Demandan en representación de todos los trabajadores que, según alegan, tienen reclamos similares. Todos estos trabajadores conforman la Demanda Colectiva o los Miembros de la Demanda Colectiva. Presentar una sola Demanda, en lugar de muchas Demandas pequeñas, ahorra dinero, tiempo y recursos judiciales. El tribunal resuelve los asuntos para todos los Miembros de la Demanda Colectiva, excepto para quienes se excluyan de la Demanda Colectiva.

4. ¿POR QUÉ HAY UN ACUERDO?

El Tribunal no decidió a favor de la Demandante ni del Demandado respecto del fondo de los reclamos alegados en la Demanda. La Demandante cree que ganaría en un juicio. El Demandado considera que la Demanda de la Demandante no llegaría a juicio y/o que la Demandante no ganaría en juicio. Sin embargo, no ha habido juicio. En cambio, en reconocimiento del riesgo que ambas Partes enfrentarían si el caso continuara, las Partes acordaron una transacción negociada. De esta manera, todas las Partes evitan el costo de prepararse para un juicio y de llevarlo a cabo, el riesgo de perder el derecho a un juicio, y los trabajadores afectados por las presuntas infracciones reciben una compensación. El Acuerdo representa un compromiso y transacción de reclamos altamente controvertidos. La Demandante, así como los abogados de la Demandante (denominados "Abogados de la Demanda Colectiva"), consideran que el Acuerdo es justo, razonable y en el mejor interés de todos los Miembros de la Demanda Colectiva.

¿QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO?

5. ¿QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO?

Si usted recibió este Aviso, es Miembro de la Demanda Colectiva para efectos del Acuerdo. La Demanda Colectiva incluye: a todas las personas que trabajaron para el Demandado en California como empleados pagados por hora o no exentos en algún momento durante el Período de la Demanda Colectiva, incluidos empleados actuales y anteriores.

6. ¿HAY EXCEPCIONES PARA SER INCLUIDO?

Usted no es Miembro de la Demanda Colectiva si ya resolvió los reclamos planteados en esta Demanda, ya sea mediante una transacción o un procedimiento legal independiente (es decir, otra Demanda).

LOS BENEFICIOS DEL ACUERDO: LO QUE USTED RECIBE

7. ¿QUÉ OTORGA EL ACUERDO?

El Demandado acordó pagar un Monto Bruto del Acuerdo ("Monto Bruto del Acuerdo" o "GSA", por sus siglas en inglés) de hasta $200,000.00 para resolver la Demanda. Del GSA, los Abogados de la Demanda Colectiva solicitarán al Tribunal honorarios de abogados de hasta un tercio (1/3) del GSA, actualmente estimados en un total de $66,666.66, y el reembolso de costos razonables que no excedan $25,000.00; un Pago de Incentivo de hasta $10,000.00 a la Demandante (por el trabajo y los esfuerzos de la Demandante al litigar este caso y por la liberación general más amplia de la Demandante); un pago de Sanciones PAGA de $10,000.00 para resolver los reclamos PAGA ("Sanciones PAGA"); y Costos de Administración del Acuerdo por un monto que no exceda $10,000.00. El monto exacto de los Honorarios y Gastos de Litigio de los Abogados de la Demanda Colectiva, el Pago de Servicio al Representante de la Demanda Colectiva y los Costos de Administración serán determinados por el Tribunal en la audiencia de Aprobación Final. La parte restante del monto del Acuerdo es el "Monto Neto del Acuerdo" o el "NSA". El NSA se distribuirá y pagará como Pagos Individuales de la Demanda Colectiva a los Miembros Participantes de la Demanda Colectiva, es decir, los Miembros de la Demanda Colectiva que no soliciten ser excluidos ("optar por no participar") del Acuerdo.

Pago de Sanciones PAGA: Como parte de la porción PAGA del Acuerdo, las Partes solicitarán al Tribunal que apruebe un pago de Sanciones PAGA de $10,000.00 para resolver los reclamos por sanciones civiles conforme a PAGA. Conforme lo exige PAGA, el 65% del pago de Sanciones PAGA, es decir $6,500.00, se pagará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California. El 35% restante del pago de Sanciones PAGA, es decir $3,500.00, se distribuirá a los Empleados Perjudicados como Pagos Individuales PAGA.

8. ¿CUÁNTO SERÁ MI PAGO?

Una aproximación de su Pago Individual de la Demanda Colectiva aparece en la primera página de este Aviso. Si usted también es un Empleado Perjudicado, una aproximación de su Pago Individual PAGA también aparecerá en la primera página de este Aviso.

Pago Individual de la Demanda Colectiva: Su Pago Individual de la Demanda Colectiva se basa en el número de Semanas Laborales que usted trabajó, según lo indicado en los registros del Demandado, en comparación con el número total de Semanas Laborales trabajadas por todos los Miembros de la Demanda Colectiva durante el Período de la Demanda Colectiva (del 22 de noviembre de 2020 al 16 de junio de 2026). El ochenta por ciento (80%) del Pago Individual de la Demanda Colectiva de cada Miembro se tratará como un pago en concepto de sanciones e intereses y se reportará en un Formulario 1099 por el Administrador del Acuerdo, y el veinte por ciento (20%) del Pago Individual de la Demanda Colectiva de cada Miembro se tratará como un pago en concepto de salarios no pagados. El 20% asignado como salarios no pagados se reducirá por las retenciones y deducciones fiscales de nómina correspondientes y se reportará en un Formulario W-2.

Pago Individual PAGA: Si usted trabajó para el Demandado durante el Período PAGA, también es un "Empleado Perjudicado" y recibirá un Pago Individual PAGA además de su Pago Individual de la Demanda Colectiva. Los Pagos Individuales PAGA se basan en el número de Períodos de Pago PAGA trabajados por cada Empleado Perjudicado en comparación con el número total de Períodos de Pago PAGA trabajados por todos los Empleados Perjudicados durante el Período PAGA. El cien por ciento (100%) del Pago Individual PAGA de cada Empleado Perjudicado se caracterizará como sanciones y no se reducirá por retenciones ni deducciones fiscales de nómina. El Pago Individual PAGA se reportará en un Formulario 1099 del IRS por el Administrador del Acuerdo. Una aproximación de su Pago Individual PAGA previsto aparece en la primera página de este Aviso.

Para los Miembros de la Demanda Colectiva que también son Empleados Perjudicados, su Pago Individual de la Demanda Colectiva se combinará con su Pago Individual PAGA, y recibirán un solo cheque por los pagos combinados. Si un Miembro de la Demanda Colectiva decide excluirse ("optar por no participar") del Acuerdo, aun así recibirá un Pago Individual PAGA, ya que los Empleados Perjudicados no pueden excluirse de la porción PAGA del Acuerdo.

CÓMO RECIBIR UN PAGO

9. ¿CÓMO RECIBO UN PAGO?

Usted no necesita hacer nada para recibir un pago. Sin embargo, si considera que el número de Semanas Laborales o de Períodos de Pago PAGA que trabajó es incorrecto, corríjalo y proporcione cualquier evidencia de respaldo al Administrador del Acuerdo, cuya información de contacto se encuentra en la Sección 12 a continuación.

10. ¿CUÁNDO RECIBIRÉ MI PAGO?

El Tribunal celebrará una Audiencia Final de Equidad el 18 de noviembre de 2026, para decidir si aprueba el Acuerdo. Si el Juez aprueba el Acuerdo, y alguien objeta, podría haber apelaciones. Siempre es incierto cuándo se resolverán dichas objeciones y apelaciones, y resolverlas puede tomar tiempo. Si no hay objeción, la Fecha de Vigencia del Acuerdo será la fecha en que se registre la Orden del Tribunal que otorgue la aprobación final.

Después de la Fecha de Vigencia y de que la aprobación del Acuerdo por parte del Tribunal se vuelva definitiva, incluida la resolución de cualquier apelación, los Pagos Individuales de la Demanda Colectiva y los Pagos Individuales PAGA se enviarán por correo a los Miembros Participantes de la Demanda Colectiva y a los Empleados Perjudicados una vez que el Acuerdo esté completamente financiado, lo cual no ocurrirá sino hasta aproximadamente 40 días después de la Fecha de Vigencia.

Los cheques del Acuerdo deben cobrarse con prontitud al recibirlos. Los fondos de los cheques que permanezcan sin cobrar después de 180 días desde la fecha de emisión se remitirán al Fondo de Propiedad No Reclamada del Estado de California a nombre de cada Miembro Participante de la Demanda Colectiva y/o Empleado Perjudicado que no haya cobrado su cheque del Acuerdo. Si su cheque del Acuerdo se pierde o extravía, debe comunicarse de inmediato con el Administrador del Acuerdo para solicitar un reemplazo. Puede buscar propiedad no reclamada en el sitio web del Estado en: https://www.sco.ca.gov/search_upd.html

Para obtener información actualizada sobre el estado de los pagos, comuníquese con el Administrador del Acuerdo (vea la Sección 12).

11. ¿A QUÉ RENUNCIO PARA RECIBIR UN PAGO?

Si el Tribunal aprueba este Acuerdo y usted no se excluye, se convertirá en un Miembro Participante de la Demanda Colectiva, lo que significa que no podrá Demandar, continuar una Demanda, ni formar parte de ninguna otra Demanda en contra del Demandado relacionada con los reclamos legales resueltos en este Acuerdo. Específicamente, usted renunciará o "liberará" los Reclamos de la Demanda Colectiva Liberados descritos a continuación en contra del Demandado y de los funcionarios, directores, empleados y agentes del Demandado ("Partes Liberadas"). Las liberaciones entrarán en vigor una vez que el GSA esté completamente financiado por el Demandado.

Reclamos de la Demanda Colectiva Liberados: Todos los Miembros de la Demanda Colectiva que no presenten una solicitud de exclusión oportuna y válida renunciarán y liberarán a las Partes Liberadas de todos los reclamos surgidos durante el Período de la Demanda Colectiva que hayan sido planteados en contra del Demandado en la Demanda vigente presentada en la Demanda, o que razonablemente hubieran podido plantearse en contra del Demandado con base en las alegaciones fácticas expuestas en la Demanda vigente presentada en la Demanda, incluidos todos los daños, sanciones, intereses y otros montos recuperables conforme a dichos reclamos, causas de acción o teorías legales de reparación.

Reclamos PAGA Liberados: Los reclamos liberados por los Empleados Perjudicados, incluidos los Miembros No Participantes de la Demanda Colectiva que sean Empleados Perjudicados, y por el Estado de California son todos los reclamos conforme a PAGA surgidos durante el Período PAGA (a) que hayan sido planteados en contra del Demandado en el Aviso PAGA de la Demandante y/o en la Demanda vigente presentada en la Demanda, o (b) que razonablemente hubieran podido plantearse en contra del Demandado con base en las alegaciones fácticas expuestas en el Aviso PAGA de la Demandante y/o en la Demanda vigente presentada en la Demanda.

CÓMO EXCLUIRSE DEL ACUERDO

12. ¿CÓMO ME EXCLUYO DEL ACUERDO?

Para excluirse del Acuerdo, debe enviar al Administrador del Acuerdo una solicitud de exclusión por escrito y firmada, la cual debe tener matasellos a más tardar 60 días después de que se envíe por correo el Aviso de la Demanda Colectiva. Asegúrese de incluir su nombre, dirección y número de teléfono, así como cualquier otra información que considere útil para que el Administrador del Acuerdo pueda identificarlo. Puede enviar su solicitud de exclusión al Administrador del Acuerdo a:

Phoenix Settlement Administrators
Acuerdo de *Motherly Comfort Home Care LLC*
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com
gamboa-v-motherly-comfort-home-care.phoenixcases.com

Si solicita ser excluido del Acuerdo, no quedará legalmente obligado por lo que ocurra en la Demanda, salvo en lo relacionado con la transacción del reclamo PAGA. Si solicita ser excluido del Acuerdo, no podrá objetar el Acuerdo y no recibirá un Pago Individual de la Demanda Colectiva, pero seguirá recibiendo un Pago Individual PAGA si trabajó para el Demandado durante el Período PAGA. Si solicita ser excluido, podría Demandar (o continuar Demandando) al Demandado en el futuro por los reclamos alegados en esta Demanda.

13. SI NO ME EXCLUYO, ¿PUEDO DEMANDAR AL DEMANDADO POR LO MISMO MÁS ADELANTE?

No. A menos que se excluya, usted renuncia a cualquier derecho de Demandar al Demandado por los reclamos que resuelve este Acuerdo. Si tiene una Demanda pendiente, hable de inmediato con su abogado en ese caso. Debe excluirse de esta Demanda Colectiva para continuar con su propia Demanda. Recuerde, la fecha límite de exclusión es **60 días** después de que se envíe por correo el Aviso de la Demanda Colectiva.

14. SI ME EXCLUYO, ¿PUEDO RECIBIR DINERO DE ESTE ACUERDO?

Solo si usted es un Empleado Perjudicado. Los Empleados Perjudicados no pueden excluirse de la porción PAGA del Acuerdo, por lo que recibirán su parte de las Sanciones PAGA aun si se excluyen del resto del Acuerdo. Sin embargo, si se excluye oportunamente del Acuerdo, no recibirá ninguna parte del Monto Neto del Acuerdo y conservará el derecho de iniciar su propia acción legal en contra del Demandado por infracciones distintas de los Reclamos PAGA Liberados antes descritos, si así lo desea.

LOS ABOGADOS QUE LO REPRESENTAN EN ESTA DEMANDA

15. ¿TENGO UN ABOGADO EN ESTE CASO?

El Tribunal ha determinado que Wilshire Law Firm, PLC está calificado para representarlo a usted y a los Miembros de la Demanda Colectiva en la Demanda. Estos abogados se denominan Abogados de la Demanda Colectiva, y su información de contacto se indica a continuación. Si desea ser representado por su propio abogado, puede contratar uno por su propia cuenta.

WILSHIRE LAW FIRM
Tyler J. Woods, Esq. (SBN 232464)
tyler.woods@wilshirelawfirm.com
James Yoo, Esq. (SBN 310680)
james.yoo@wilshirelawfirm.com
Heriberto Ponce, Esq. (SBN 339713)
eddie.ponce@wilshirelawfirm.com
Ruby Carrera, Esq. (SBN 343745)
ruby.carrera@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com
Lucy Nguyen (SBN 338783)
lucy.nguyen@wilshirelawfirm.com
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Teléfono: (213) 381-9988
Fax: (213) 381-9989

16. ¿CÓMO SE LES PAGARÁ A LOS ABOGADOS?

Los Abogados de la Demanda Colectiva solicitarán al Tribunal la aprobación de hasta **$66,666.66** (o 1/3 del GSA) por concepto de honorarios de abogados incurridos en la investigación de los hechos, la tramitación del caso y la negociación del Acuerdo. Los Abogados de la Demanda Colectiva también solicitarán la aprobación del Tribunal de hasta **$25,000.00** en gastos de litigio incurridos en este asunto. El Tribunal podría otorgar a los Abogados de la Demanda Colectiva un monto menor al solicitado. Los Abogados de la Demanda Colectiva también solicitarán al Tribunal que apruebe un pago a la Demandante Catherine Gamboa por un monto de hasta **$10,000.00** además del Pago Individual de la Demanda Colectiva y el Pago Individual PAGA de la Demandante, por la iniciativa, el riesgo y el tiempo y energía que la Demandante ha dedicado en servicio a la Demanda Colectiva como Representante de la Demanda Colectiva. El Tribunal podría otorgar al Representante de la Demanda Colectiva un monto menor al solicitado.

CÓMO OBJETAR AL ACUERDO

Usted puede, y tiene derecho a, informar al Tribunal que no está de Acuerdo con el Acuerdo o con alguna parte de él.

17. ¿CÓMO LE INFORMO AL TRIBUNAL QUE OBJETO EL ACUERDO?

Si usted considera que el Acuerdo no es justo, puede objetar parte o la totalidad del Acuerdo. Puede objetar al Acuerdo en persona en la Audiencia de Aprobación Final o puede presentar una objeción por escrito. Las objeciones por escrito y los avisos de intención de comparecer en la Audiencia de Aprobación Final deben enviarse por correo, correo electrónico o fax al Administrador del Acuerdo, con matasellos a más tardar el 21 de septiembre de 2026, a la siguiente dirección:

Phoenix Settlement Administrators
Acuerdo de *Motherly Comfort Home Care LLC*
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com
gamboa-v-motherly-comfort-home-care.phoenixcases.com

La objeción por escrito debe indicar su nombre y dirección y describir todas las razones legales y fácticas por las que objeta los términos del Acuerdo. También debe incluir o adjuntar cualquier documento en el que se base su objeción. Si el Tribunal desestima la objeción en la audiencia de Aprobación Final, el Acuerdo será aprobado y usted recibirá su pago. Si no presenta una objeción por escrito, aun así podrá comparecer en la audiencia de Aprobación Final para expresar su objeción o simplemente observar el procedimiento.

18. ¿CUÁL ES LA DIFERENCIA ENTRE OBJETAR Y SOLICITAR LA EXCLUSIÓN?

Objetar es simplemente informar al Tribunal que usted no está de Acuerdo con algo del Acuerdo. Solo puede objetar si permanece dentro de la Demanda Colectiva.

Solicitar la exclusión es informar al Tribunal que usted no desea formar parte de la Demanda Colectiva. Si se excluye, no tiene fundamento para objetar porque el caso ya no lo afecta, y no recibirá dinero de este Acuerdo. Si presenta tanto una objeción como una solicitud de exclusión, prevalecerá la solicitud de exclusión y no recibirá dinero de este Acuerdo.

LA AUDIENCIA DE EQUIDAD DEL TRIBUNAL

El Tribunal celebrará una Audiencia de Aprobación Final para decidir si aprueba el Acuerdo. Usted puede asistir y puede solicitar hablar, pero no está obligado a hacerlo.

19. ¿CUÁNDO Y DÓNDE DECIDIRÁ EL TRIBUNAL SI APRUEBA EL ACUERDO?

El Tribunal celebrará una Audiencia de Aprobación Final a las 8:30 a.m. el 18 de noviembre de 2026, en el Departamento R-14 del Tribunal Superior del Condado de San Bernardino (Tribunal de Rancho Cucamonga), ubicado en 8303 Haven Avenue, Rancho Cucamonga, CA 91730, para determinar si el Acuerdo debe aprobarse finalmente como justo, razonable y adecuado. Si hay objeciones, el Tribunal las considerará en ese momento. También se le pedirá al Tribunal que apruebe las solicitudes del Pago de Servicio al Representante de la Demanda Colectiva y de los Honorarios y Gastos de Litigio de los Abogados de la Demanda Colectiva.

20. ¿TENGO QUE ASISTIR A LA AUDIENCIA?

No. Los Abogados de la Demanda Colectiva responderán las preguntas que el Tribunal pueda tener. Sin embargo, usted es bienvenido a asistir. Si envía una objeción, no tiene que acudir al Tribunal para hablar de ella. Siempre que haya enviado por correo su objeción por escrito al administrador del Acuerdo a tiempo, el Tribunal la considerará. También puede pagar a su propio abogado para que asista, pero no es necesario.

SI NO HACE NADA

21. ¿QUÉ PASA SI NO HAGO NADA?

Si no hace nada, recibirá un pago del Acuerdo y quedará obligado por los términos del Acuerdo, lo que significa que no podrá iniciar una Demanda, continuar una Demanda ni formar parte de ninguna otra Demanda en contra del Demandado sobre los asuntos legales de la Demanda.

CÓMO OBTENER MÁS INFORMACIÓN

22. ¿CÓMO OBTENGO MÁS INFORMACIÓN?

Puede comunicarse con los Abogados de la Demanda Colectiva en la información de contacto indicada anteriormente en la Sección 15 si tiene alguna pregunta sobre el Acuerdo. También puede comunicarse con el Administrador del Acuerdo designado por el Tribunal, Phoenix Settlement Administrators, llamando gratis al 1-(800) 523-5773, o puede escribirle al Administrador a la siguiente dirección:

Phoenix Settlement Administrators
Acuerdo de *Motherly Comfort Home Care LLC*
P.O. Box 7208
Orange, CA 92863
Teléfono: (800) 523-5773
Fax: (949) 209-2503
Correo electrónico: info@phoenixclassaction.com
gamboa-v-motherly-comfort-home-care.phoenixcases.com

POR FAVOR NO LLAME POR TELÉFONO AL TRIBUNAL NI A LOS ABOGADOS DE MOTHERLY COMFORT HOME CARE LLC PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN. SIN EMBARGO, PUEDE LLAMAR A LOS ABOGADOS DE LA DEMANDA COLECTIVA O AL ADMINISTRADOR DEL ACUERDO, INDICADOS ANTERIORMENTE.

EXHIBIT B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	618
Opt Out Rate	1%
Opt Outs Received	6
Total Class Claimants	612
Subtotal Admin Only	**$9,950.00**

Not-to-Exceed Total $9,950.00

For 618 Class Members

Pricing Good for Scope of Estimate Only

February 2, 2026

Case: Motherly Comfort Home Care LLC (Gamboa) Opt-Out Admin wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Party: Coley Hayes

Firm: Wilshire Law Firm, PLC

Direct Tel: (213) 381-9988 Ext. 815

Email: coley.hayes@wilshirelawfirm.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 618 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	2	$250.00
Programming Database & Setup	$125.00	2	$250.00
Toll Free Setup*	$141.14	1	$141.14
Call Center & Long Distance	$1.95	5	$9.75
NCOA (USPS)	$260.00	2	$520.00
		Total	**$1,170.89**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	3	$375.00
Data Merge & Duplication Scrub	$0.50	618	$309.00
Notice Packet & Opt-Out Form	$1.00	618	$618.00
Estimated Postage (up to 2 oz.)*	$0.74	618	$457.32
Static Website	$250.00	1	$250.00
Language Translation	$1,000.00	1	$1,000.00
		Total	**$3,009.32**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$1.00	62	$61.80
Remail Notice Packets	$1.00	62	$61.80
Estimated Postage	$0.74	62	$45.73
Programming Undeliverables	$50.00	2	$100.00
		Total	**$379.33**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	1	$135.00
Non Opt-Out Processing	$200.00	1	$200.00
Case Associate	$55.00	3	$165.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	3	$30.00
Case Manager	$85.00	2	$170.00
		Total	**$700.00**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$125.00	2	$250.00
Disbursement Review	$125.00	2	$250.00
Programming Manager	$125.00	1	$125.00
QSF Bank Account & EIN	$75.00	2	$150.00
Check Run Setup & Printing	$125.00	3	$375.00
Mail Class Checks *	$1.00	612	$611.82
Estimated Postage	$0.74	612	$452.75
		Total	**$2,214.57**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$125.00	3	$375.00
Remail Undeliverable Checks (Postage Included)	$1.50	31	$45.89
Case Associate	$50.00	3	$150.00
Reconcile Uncashed Checks	$95.00	3	$285.00
Conclusion Reports	$100.00	2	$200.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$125.00	2	$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,000.00	1	$1,000.00
		Total	**$2,475.89**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$9,950.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.