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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

ROBIN KONG, an individual, on behalf of herself and on behalf of all persons similarly situated,

Plaintiff,

vs.

MANOS HOME CARE, INC., a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV091691

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: September 29, 2026
Hearing Time: 2:30 p.m.

Judge: Hon. Somnath Raj Chatterjee
Dept.: 21

Action Filed: September 17, 2024
Trial Date: Not set

TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT on October 15, 2026, the Court entered the Judgment in the above entitled action. A true and correct copy of the Judgment is attached hereto as Exhibit #1.

Respectfully submitted,

Dated: October 16, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: */s/ Kyle Nordrehaug*
Kyle R. Nordrehaug, Esq.
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037.

On October 16, 2026, I served the document(s) described as:

1. Notice of Entry of Judgment

X (BY ELECTRONIC SERVICE): I caused the above entitled document(s) to be transmitted through electronic mail to counsel Defendants at the following address(es):

GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER LLP
Karina B. Sterman
2049 Century Park East, Suite 2600,
Los Angeles, California 90067
E-mail: KSterman@ggfirm.com; cmercede@greenbergglusker.com;
knicolas@greenbergglusker.com

Attorneys for Defendant

X **ONLINE TO THE LWDA**: I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 16, 2026, at La Jolla, California.

Kyle Nordrehaug

EXHIBIT #1

FILED
Superior Court of California
County of Alameda
10/15/2026
Chad Finke, Executive Officer / Clerk of the Court
By: Zenaida Ali Deputy
Z. Ali

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ROBIN KONG, an individual, on behalf of herself and on behalf of all persons similarly situated,

Plaintiff,

vs.

MANOS HOME CARE, INC., a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 24CV091691

[~~*REVISED* PROPOSED~~] FINAL APPROVAL ORDER AND JUDGMENT

Hearing Date: September 29, 2026
Hearing Time: 2:30 p.m.

Judge: Hon. Somnath Raj Chatterjee
Dept: 21

Date Filed: September 17, 2024
Trial Date: Not set

Electronically Received 09/30/2026 12:00 PM

The unopposed motion of Plaintiff Robin Kong ("Plaintiff") for an order finally approving the Class Action and PAGA Settlement Agreement ("Agreement") with Defendant Manos Home Care, Inc. ("Defendant"), attorneys' fees and costs, service payment, and the expenses of the Administrator duly came on for hearing on September 29, 2026 before the Honorable Somnath Raj Chatterjee.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of Alameda, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of One Million Nine Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars ($1,999,999) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On May 27, 2026, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Court-approved Class Notice was mailed by first class mail to members of the Class at their last-known addresses on or about June 22, 2026. The mailing of the Class Notice to their last-known addresses was the best notice practicable under the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Response Deadline for opting out or submitting written objections to the Settlement was August 21, 2026, which for re-mailings was extended by fourteen (14) days. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and to act on their decision. A full and fair opportunity has been afforded to the Class Members to participate in this hearing, and all Class Members and other persons wishing to be heard have had a full and fair opportunity to be heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness of the Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

a. The settlement was reached through arm's-length bargaining between the Parties during an all-day mediation before Brandon McKelvey, a respected and experienced

mediator of wage and hour class actions. There has been no collusion between the Parties in reaching the Settlement.

b. Plaintiff and Class Counsel's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

c. Counsel for all Parties are experienced in similar employment class action litigation. Class Counsel recommended approval of the Agreement.

d. The percentage of objectors and requests for exclusion is small. No objections were received. No requests for exclusion from the Class were received.

e. The participation rate was high. 3,747 Participating Class Members will be mailed a settlement payment, representing 100% of the overall Class.

9. The consideration to be given to the Class Members under the terms of the Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this action and is fair, reasonable and adequate compensation for the release of Participating Class Members' claims, given the uncertainties and significant risks of the litigation and the delays which would ensue from continued prosecution of the action.

10. The Agreement is approved as fair, adequate and reasonable and in the best interests of the Class Members.

Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment

11. An award of $600,000 for attorneys' fees, representing 30% of the Gross Settlement Amount, and $25,600.95 for litigation costs and expenses, is reasonable, in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested awards have been supported by Class Counsel's lodestar and billing statement.

Class Representative Service Payment

12. The Agreement provides for a Class Representative Service Payment of not more than $15,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class Representative Service Payment in the amount of $10,000 to the Plaintiff is reasonable in light of

the risks and burdens undertaken by the Plaintiff in this litigation and for their time and effort in bringing and prosecuting this matter on behalf of the Class.

Administration Expenses Payment

13. The Administrator shall calculate and administer the payment to be made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff, issue all required tax reporting forms, calculate withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has documented $25,750 in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount of $50,000, which shall be allocated $32,500 to the Labor & Workforce Development Agency ("LWDA") as the LWDA's 65% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and $17,500 to be distributed to the Aggrieved Employees and allocated by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($17,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were employed by Defendant in California and classified as non-exempt and/or exempt pursuant to the Personal Attendant Exemption at any time during the PAGA Period (July 9, 2023 through April 7, 2026). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

II.

ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

15. The Class is certified for the purposes of settlement only. The Class is defined as follows:

> All individuals who are or previously were employed by Defendant in California and classified as non-exempt and/or exempt pursuant to the Personal Attendant Exemption at any time during the Class Period (September 17, 2020 through December 31, 2025).

16. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There were no Class Members who requested exclusion.

17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class. Defendant shall fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of the payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date. The Court orders that Individual Settlement Payment checks shall remain valid and negotiable for one hundred and twenty (120) calendar days after the date of their issuance.

18. Class Counsel are awarded attorneys' fees in the amount of $600,000 and costs in the amount of $25,600.95. The Court orders that 10% of this award to be kept in the administrator's trust fund until the completion of the distribution process and Court approval of a final accounting. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff or members of the Class.

19. The payment of a Class Representative Service Payment in the amount of $10,000 to the Plaintiff is approved.

20. The payment of $25,750 to the Administrator for its fees and expenses is approved.

21. The PAGA Penalties amount of $50,000 is approved and is to be distributed in accordance with the Agreement. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this

Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class or representative treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the 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. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the 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/or Released PAGA Claims.

24. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

25. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

26. Except as set forth in the Agreement and this Final Approval Order and Judgment,

Plaintiffs, and all members of the Class, shall take nothing in the Action.

27. All Parties shall bear their own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

28. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, and the LWDA will release claims against all Released Parties as follows:

(a) All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The "Released Class Claims" are all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period. Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

(b) The LWDA is deemed to release, on behalf of itself and its respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

(c) Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from the Plaintiff's Release, as fully set forth in the Agreement.

29. For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Cy-Pres Recipient, consistent with the requirements of California Code of Civil Procedure Section 384, subd. (b). The Parties have proposed Legal Aid at Work as the Cy Pres Recipient, and the Court approves Legal Aid at Work to be the Cy Pres Recipient. Funds shall not be distributed to the cy pres beneficiary until after Court approval of a final accounting.

30. The Court sets a compliance hearing on final distribution for March 23, 2027. The Court orders that at least five court days before the compliance hearing on final distribution the plaintiff must file a statement regarding the status of the distribution including total funds distributed to class, total number and dollar value of checks cashed, and total number and dollar value of checks not cashed. The Court orders that counsel for plaintiff transmit the appropriate documents to the Judicial Council. (CCP 384.5; Govt Code 68520.).

31. The Court hereby enters judgment in the entire Action as of the filing date of this Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated: 10/15/2026

HON. SOMNATH RAJ CHATTERJEE
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
S. Raj Chatterjee / Judge