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County of Madera
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Superior Court of California,
County of Madera
10/16/2026
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

KELLY SCHARTON and CHRISTA HORN, individually, and on behalf of all others similarly situated, and on behalf of the State of California and other aggrieved persons,

Plaintiffs,

v.

OAKHURST NURSING AND REHAB CENTER LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. MCV090222

Assigned for all purposes to:
Hon. Michael Jurkovich
Dept. 411B

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

Final Approval Hearing:
Date: ~~October~~ 2, 2026 10-16-2026
Time: 8:30 a.m.
Dept.: ~~411B~~ 44

Complaint Filed: August 29, 2023

Electronically Submitted on 09/10/26 6:06 PM

Plaintiffs Kelly Scharton and Christa Horn's ("Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement came before this Court on October 2~~16~~, 2026 at 8:30 a.m., in Department 4~~44~~~~11B~~ of the Superior Court of California, County of Madera, located at 200 South "G" Street, Madera, CA 93637. Plaintiffs now seek an order granting final approval of the Settlement Agreement ("Settlement" or "Settlement Agreement") between Plaintiffs and Defendant Oakhurst Nursing and Rehab Center LLC ("Defendant") (Plaintiffs and Defendant collectively, the "Parties"), a copy of which is attached to the Declaration of John G. Yslas in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 1**. On April 23, 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. Ms. Nguyen appeared via zoom for Plaintiff. No appearance for Defendant.

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 April 23, 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:

> means all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period.

3. "Class Period" means the period from August 1, 2020 to May 1, 2024.

4. The Court appoints Plaintiffs Kelly Scharton and Christa Horn as Class Representatives for settlement purposes only.

5. The Court appoints John G. Yslas, Jeffrey C. Bils, Shealene Mancuso, and Lucy H. Nguyen 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. One (1) Class Member timely 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 Plaintiffs notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s).

13. No later than fourteen (14) days after the Effective Date as defined in the Settlement

Agreement, Defendant will transfer the Gross Settlement Amount of $352,500.00 and the amounts necessary to fully pay Defendant's share of payroll taxes to the Settlement Administrator.

14. Within ten (10) 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 Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

15. 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.

16. In addition to any recovery Plaintiffs may receive under the Settlement, and in recognition of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves payment from the Gross Settlement Amount of Class Representative Service Payments to Plaintiffs Kelly Scharton and Christa Horn in the amount of $7,500.00 per named plaintiff ($15,000.00 total).

17. The Court approves payment from the Gross Settlement Amount for civil penalties under PAGA in the amount of $18,000.00 with the LWDA to receive 75% ($13,500.00), and the remaining 25% ($4,500.00) to be distributed to Aggrieved Employees, defined as all persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period from August 21, 2022, to May 1, 2024. The Court finds and determines that such payment is fair, reasonable, and appropriate.

18. The Court approves payment from the Gross Settlement Amount for attorneys' fees to Class Counsel in the amount of $117,500.00, and the reimbursement of litigation costs in the

amount of $20,271.41. 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.

19. The Court approves payment from the Gross Settlement Amount for settlement administration services in the amount of $7,500.00 to the Settlement Administrator, Apex Class Action LLC.

20. 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.

21. Effective on the date when Defendant fully funds 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 release all claims, rights, demands, liabilities, and causes of action alleged or which could have reasonably been alleged based on the Class Period facts alleged in the Operative Complaint. The Released Class Claims are those that accrued during the Class Period. This release applies only to claims against Defendant and Defendant's parent corporations, including Eduro Healthcare, LLC, owners, members, officers, managers, employees, agents, directors, and attorneys, and expressly does not release any claims against any person or entity other than Defendant. Also expressly excluded from this release are any and all claims, rights, demands, liabilities, and causes of action against Oakhurst Skilled Care LLC; Bayshire, LLC; Bayshire Central Valley LLC; Clovis Skilled Care LLC; Winery Skilled Care LLC; First Skilled Care LLC; Sanger Skilled Care LLC; Shields Skilled Care LLC; Reedley Skilled Care LLC; Sacramento

Rehabilitation Hospital, LLC; Bakersfield Rehabilitation Hospital, LLC; Ernest Health ES, LLC; and Ernest Health, Inc."

(b) Released PAGA Claims: "All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in LWDA notice letter and Operative Complaint. The Released PAGA Claims are those that accrued during the PAGA Period. Plaintiffs will release all claims for PAGA penalties asserted in the Operative Complaint and the L WDA notice letter. This release applies only to claims against Defendant and Defendant's parent corporations, including Eduro Healthcare, owners, members, officers, managers, employees, agents, directors, and attorneys, and expressly does not release any claims against any person or entity other than Defendant. Also expressly excluded from this release are any and all claims, rights, demands, liabilities, and causes of action against Oakhurst Skilled Care LLC; Bayshire, LLC; Bayshire Central Valley LLC; Clovis Skilled Care LLC; Winery Skilled Care LLC; First Skilled Care LLC; Sanger Skilled Care LLC; Shields Skilled Care LLC; and Reedley Skilled Care LLC; Sacramento Rehabilitation Hospital, LLC; Bakersfield Rehabilitation Hospital, LLC; Ernest Health ES, LLC; and Ernest Health, Inc."

22. "Released Parties" means Defendant and Defendant's parent corporations, including Eduro Healthcare, LLC, owners, members, officers, managers, employees, agents, directors, and attorneys.

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

24. 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.

25. 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.

26. 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 Plaintiffs' 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.

27. A Settlement Compliance Hearing is set for 6-21-2027, at 8:30 am a.m/p.m. ~~or a date and time soon thereafter more convenient for the Court: _____, at _____ a.m./p.m.~~ in Department ~~411B~~ 44 of the above-captioned Court.

28. 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: 10/16/2026

M. Jurkovich

HONORABLE MICHAEL JURKOVICH
JUDGE OF THE SUPERIOR COURT

The electronic signature and seal on this document have the same validity and legal force and effect as an original signature and court seal. California Government Code §68150(g).