

1 **SHIRIAN LAW, P.C.**
Joshua Shirian (Cal. Bar No. 341909)
2 *josh@shirianlaw.com*
10850 Wilshire Boulevard, Suite 1260
3 Los Angeles, California 90024
4 Tel: (310) 907-5000
Fax: (310) 988-5000
5
6 Attorneys for Plaintiff, GINA HOLLEY and
on behalf of herself and all others similarly situated
and aggrieved
7

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

JUN 10 2026

BY 
LILIANA MARISCAL, DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

10 GINA HOLLEY, an individual and on behalf
of all others similarly situated,

11 Plaintiff,

12 v.

13 SERENITY LODGE, a California
14 Corporation; ZINNIA HEALTH LLC, a
Delaware limited liability company; and
15 DOES 1 through 100, inclusive,

16 Defendants.
17
18
19
20
21
22
23
24
25
26
27
28

CASE NO.: CIVSB2426295

[Assigned for all purposes to the Hon. Cory G
Lee in Dept. S-37 SBJC]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
SERVICE AWARD**

1 This matter having come before the Court for a final fairness hearing pursuant to the Order
2 of this Court dated December 3, 2025, granting preliminary approval (“Preliminary Approval
3 Order”) of the class and representative action settlement upon the terms set forth in the Class Action
4 and PAGA Settlement Agreement and Class Notice (“Settlement Agreement”), attached to the
5 Declaration of Joshua Shirian filed on August 11, 2025, submitted in support of Motion for
6 Preliminary Approval of Class and Representative Action Settlement and Certifying Class for
7 Settlement Purposes; and due and adequate notice having been given to the Class Members as
8 required in the Preliminary Approval Order; and the Court having considered all papers filed and
9 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it
10 is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

11 1. The Motion for Final Approval of Class and Representative Action Settlement;
12 Service Award; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13 2. The definitions set out in the Settlement Agreement are incorporated by reference
14 into this Order; all terms defined therein shall have the same meaning in this Order as defined in the
15 Settlement Agreement.

16 3. This Court has jurisdiction over the subject matter of this litigation and over all
17 Parties to this litigation, including all Class Members.

18 4. For settlement purposes only, the Court certifies the settlement class for the purpose
19 of settlement only: “Settlement Class,” “Settlement Class Members” or “Class Members”: all
20 individuals who are or were employed by Defendants Serenity Lodge (“Serenity”) or Zinnia Health
21 LLC (“Zinnia” and collectively “Defendants”) as hourly-paid, non-exempt employees in California
22 at any time from August 26, 2020 through May 31, 2025 (“Class Period”).

23 5. The parties released shall include Defendants Serenity and Zinnia, and each of their
24 former, present, and future owners, parents, and subsidiaries, and affiliates, and all of their current,
25 former, and future officers, directors, members, managers, employees, consultants, partners,
26 shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers,
27 reinsurers, and/or legal representatives (“Released Parties”).

28 6. “Plaintiff” refers to plaintiff Gina Holley.

1 7. Effective only upon the entry of an Order granting Final Approval of the Settlement,
2 entry of Judgment and payment by Defendants to the Settlement Administrator of the full Gross
3 Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff and all
4 Participating Class Members release those claims set forth herein as applicable.

5 a. Released Class Claims: Except as to the right to enforce the terms and conditions of
6 the Settlement, all Participating Class Members, on behalf of themselves and their
7 respective former and present representatives, agents, attorneys, heirs, administrators,
8 successors and assigns, release Released Parties from all claims that were alleged, or
9 reasonably could have been alleged, based on the facts stated in the Operative
10 Complaint, including, e.g., any and all claims involving: (1) any alleged failure to pay
11 overtime wages; (2) any alleged failure to pay minimum wages; (3) any alleged
12 failure to provide compliant meal periods and/or premium pay in lieu thereof; (4) any
13 alleged failure to provide compliant rest periods and/or premium pay in lieu thereof;
14 (5) any alleged failure to timely pay final wages upon separation of employment; (6)
15 any alleged failure to furnish complete and accurate itemized wage statements; (7)
16 any alleged failure to timely pay wages during employment; (8) any alleged failure
17 to indemnify/reimburse necessary expenses incurred; and (9) any alleged fraudulent,
18 and/or unlawful business practices arising out of the Labor Code and Industrial
19 Welfare Commission ("IWC") Wage Order violations referenced in the Operative
20 Complaint. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class
21 Members do not release any other claims, including claims for vested benefits,
22 wrongful termination, violation of the Fair Employment and Housing Act,
23 unemployment insurance, disability, social security, workers' compensation, or
24 claims based on facts occurring outside the Class Period.

25 b. Released by PAGA Claims. Except as to the right to enforce the terms and conditions
26 of the Settlement, all Aggrieved Employees, including Non Participating Class
27 Members, are deemed to release, on behalf of themselves and their respective former
28 and present representatives, agents, attorneys, heirs, administrators, successors and

1 assigns, the Released Parties from all claims for PAGA penalties that were alleged,
2 or reasonably could have been alleged, based on the PAGA Period facts stated in the
3 Operative Complaint and/or the PAGA Notices.

4 8. Distribution of the Court Approved Notice of Class Action and PAGA Settlement
5 and Hearing Date for Final Court Approval (“Class Notice”) directed to the Class Members as set
6 forth in the Settlement Agreement and the other matters set forth herein have been completed in
7 conformity with the Preliminary Approval Order, including individual notice to all Class Members
8 who could be identified through reasonable effort, and was the best notice practicable under the
9 circumstances. This Class Notice provided due and adequate notice of the proceedings and of the
10 matters set forth therein, including the proposed class settlement set forth in the Settlement
11 Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the
12 requirement of due process.

13 9. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members
14 objected to the Settlement, thus all Class Members are Participating Class Members.

15 10. The Court further finds that the Settlement is fair, reasonable and adequate and that
16 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
17 settlement under California law, including the provisions of Code of Civil Procedure section 382
18 and Federal Rules of Civil Procedure, Rule 23, approved for use by the California state courts in
19 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

20 11. This Court hereby approves the settlement set forth in the Settlement Agreement and
21 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the parties to
22 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
23 as a result of intensive, serious and non-collusive arm’s length negotiations. The Court further finds
24 that the Parties have conducted extensive and costly investigation and research and counsel for the
25 parties are able to reasonably evaluate their respective positions. The Court also finds that
26 settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks
27 that would be presented by the further prosecution of this Action. The Court has noted the
28 significant benefits to the Class Members under the settlement. The Court also finds that the classes

1 are properly certified as a class for settlement purposes only.

2 12. The Court approves Plaintiff as the Class Representative.

3 13. The Court approves Joshua Shirian of Shirian Law, P.C. as Class Counsel.

4 14. The Court approves Phoenix Settlement Administrators (“Phoenix” or “Settlement
5 Administrator”) as the Settlement Administrator.

6 15. The Court hereby awards Class Counsel attorneys' fees in the total amount of
7 \$183,750.00, which is thirty-five percent (35.00%) of the Gross Settlement Amount and to be
8 deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
9 \$18,526.12 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be
10 paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the
11 Settlement Agreement. In approving the payment of Attorneys' Fees, the Court finds that the
12 Settlement conferred a significant benefit on the Class and the necessity and financial burden of
13 private enforcement of California labor laws makes an attorneys' fee award to Class Counsel
14 appropriate.

15 16. The court hereby approves an incentive award \$7,500.00 to Plaintiff, in consideration
16 for her time, effort, and risk incurred on behalf of the Settlement Class, and for providing a general
17 release and releasing unknown claims pursuant to Civil Code section 1542. The incentive award
18 will be paid to Plaintiff by the Settlement Administrator from the Gross Settlement Amount as set
19 forth in the Settlement Agreement.

20 17. The Court hereby approves the Settlement Administrator's cost in the amount of
21 \$10,000.00. The Settlement Administrator, Phoenix Settlement Administrators, shall be paid the
22 cost of administration of the settlement from the Gross Settlement Amount.

23 18. The Court hereby approves the PAGA penalties amount of \$20,000.00, of which
24 \$15,000.00 shall be paid to the LWDA and the remaining \$5,000.00 to be distributed to the
25 “Aggrieved Employees,” defined as all individuals who are or were employed by Defendants as
26 hourly, non-exempt in California at any time from August 26, 2023 through May 31, 2025 (“PAGA
27 Period”).

28 ///

1 19. Except as expressly provided herein, the Parties each shall bear all of their own fees
2 and costs in connection with this matter.

3 20. Any checks from this distribution that are not cashed, deposited, or otherwise
4 negotiated by Class Members or Aggrieved Employees within one-hundred-eighty (180) calendar
5 days after the date of their issuance shall be sent to the California State Controller's Office
6 Unclaimed Property Fund in the name of the individual, and such Class Members and/or Aggrieved
7 Employees shall nevertheless be bound to the Settlement and the Final Approval Order. Thus, there
8 shall be no "Unpaid Residue" subject to the requirements of California Code of Civil Procedure
9 section 384.2.

10 21. Defendants shall make payment of \$525,000.00, the Gross Settlement Amount, and
11 Employer Taxes, to the Settlement Administrator. The Gross Settlement Amount will be paid no
12 later than thirty (30) days of the date of Final Approval.

13 22. Within seven (7) days after Defendants fund the Gross Settlement Amount, the
14 Settlement Administrator shall mail checks for all Individual Class Payments, all Individual PAGA
15 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel
16 Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
17 Service Payment, pursuant to the terms of the Settlement Agreement and the Final Approval Order.

18 23. Before mailing any checks, the Settlement Administrator must update the recipients'
19 mailing addresses using the National Change of Address Database.

20 24. The Court finds that the class settlement on the terms set forth in the Settlement
21 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
22 the released claims against Defendants.

23 ///

24 ///

25 ///

26 ///

27 ///

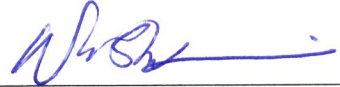
28 ///

1 25. An Order to Show Cause Hearing Re: Final Administration of the Class Action
2 Settlement is hereby scheduled for 7/27/27, at 8:30 a.m., in Department S-37 of the
3 above entitled Court. At least five (5) calendar days prior to said OSC hearing, the Parties shall file
4 a declaration confirming that the claims have been paid and that administration of all of the terms
5 and conditions of the class action settlement have been completed. Should the Court find that said
6 declaration has sufficiently evidenced full and complete administration of the class action
7 settlement, said OSC hearing will go off-calendar.

8 26. Without affecting the finality of the Judgment in any way, this Court hereby retains
9 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
10 and all orders and judgments entered in connection therewith.

11 **IT IS SO ORDERED.**

12 Dated: 6/10, 2026


The Hon. ~~Cory G. Lee~~ WINSTON KEH
Judge of the Superior Court