

**LIDMAN LAW, APC**  
Scott M. Lidman (SBN 199433)  
slidman@lidmanlaw.com  
Milan Moore (SBN 308095)  
mmoore@lidmanlaw.com  
Tiara Gose-Hardy (SBN 323823)  
tgose@lidmanlaw.com  
2155 Campus Drive, Suite 150  
El Segundo, California 90245  
Tel: (424) 322-4772  
Fax: (424) 322-4775

Attorneys for Plaintiff  
CHERYL GARAY

**HAINES LAW GROUP, APC**  
Paul K. Haines (SBN 248226)  
phaines@haineslawgroup.com  
2155 Campus Drive, Suite 180  
El Segundo, California 90245  
Tel: (424) 292-2350  
Fax: (424) 292-2355

Attorneys for Plaintiff  
CHERYL GARAY

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

CHERYL GARAY, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

MARNA HEALTH SERVICES, INC. dba  
HILLCREST NURSING HOME, a  
California corporation; and DOES 1 through  
100, inclusive,

Defendants.

Case No.: CIVSB2419464

*[Assigned for All Purposes to Hon. Lily L.  
Sinfield, Dept. S-31]*

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

Date: September 28, 2026  
Time: 8:30 a.m.  
Dept.: S-31

1 This matter came on regularly for hearing before this Court on September 28, 2026, pursuant to  
2 California Rule of Court 3.769 and this Court's December 2, 2025 Order Granting Preliminary Approval  
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation  
4 of Settlement (herein "Settlement")<sup>1</sup> and the documents and evidence presented in support thereof, and  
5 recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution  
6 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court  
7 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the  
8 product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor,  
9 the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and  
10 ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby  
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined  
13 as:

14 All current and former non-exempt, hourly employees of Defendant Marna Health  
15 Services, Inc. dba Hillcrest Nursing Home who worked at any time in California  
during the Class Period.

16 2. The Class Period shall mean the time period of June 11, 2020 through August 9, 2025.

17 3. Plaintiff Cheryl Garay is hereby confirmed as Class Representative, and Scott M.  
18 Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines Law  
19 Group, APC are hereby confirmed as Class Counsel.

20 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and  
21 manner of notice were approved by the Court on December 2, 2025, and the notice process has been  
22 completed in conformity with the Court's Order. The Court finds that said notice was the best notice  
23 practicable under the circumstances. The Notice Packet (which consists of the Notice of Pendency of  
24 Class Action and Proposed Settlement and Notice of Individual Settlement Award) provided due and  
25 adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of  
26

27  
28 <sup>1</sup> Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to  
them in the Settlement.

1 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),  
2 California Rule of Court 3.769, and due process.

3 5. The Court finds that none of the 565 Settlement Class members objected to the  
4 Settlement, no class members have opted out of the Settlement, and that the 100% participation rate in  
5 the Settlement supports final approval.

6 6. The Court hereby approves the settlement as set forth in the Settlement Agreement as  
7 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according  
8 to its terms.

9 7. For purposes of settlement only, the Court finds that (a) the members of the Settlement  
10 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are  
11 questions of law or fact common to the Settlement Class, and there is a well-defined community of  
12 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)  
13 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;  
14 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class  
15 members; (e) a class action is superior to other available methods for an efficient adjudication of this  
16 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the  
17 Settlement Class.

18 8. The Court finds that given the absence of objections to the Settlement, and objections  
19 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

20 9. The Court orders that the Gross Settlement Amount shall be deposited by Defendant into  
21 a qualified settlement fund set up by the Settlement Administrator for the benefit of participating  
22 Settlement Class members and Aggrieved Employees. Defendant agrees to deposit the Gross Settlement  
23 Amount of \$758,900.00 and the required employer-side taxes with the Settlement Administrator in three  
24 separate payments: (1) \$455,340.00 deposited within 65 calendar days following final approval; (2)  
25 \$151,780.00 deposited within 90 calendar days of the first payment; and (3) \$151,780.00 deposited  
26 within 60 calendar days of the second payment, in addition to employer-side taxes.

1           10.     Any funds payable to Settlement Class members whose checks were not cashed within  
2 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under  
3 the unclaimed property laws in the name of the Settlement Class member. Any uncashed funds from the  
4 PAGA Amount shall be handled in the same manner.

5           11.     The Court finds that the settlement payments, as provided for in the Settlement, are fair,  
6 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments  
7 in conformity with the terms of the Settlement.

8           12.     The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff Cheryl  
9 Garay is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that  
10 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this  
11 payment in conformity with the terms of the Settlement.

12           13.     The Court finds that attorneys' fees in the amount of \$252,966.66 and litigation costs of  
13 \$15,395.09 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement  
14 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

15           14.     The Court orders that the Settlement Administrator shall be paid \$8,750.00 from the  
16 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and  
17 finds that sum appropriate.

18           15.     The Court finds that the payment to the California Labor & Workforce Development  
19 Agency ("LWDA") in the amount of \$22,500.00 for its share of the settlement of Plaintiff's  
20 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair,  
21 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the  
22 LWDA in conformity with the terms of the Settlement.

23           16.     For purposes of calculating applicable taxes and withholdings, each Settlement Award  
24 shall be allocated as follows: twenty percent (20%) as wages; and eighty percent (80%) as penalties and  
25 interest.

26           17.     The Court finds and determines that upon satisfaction of all obligations under the  
27 Settlement and this Order, all Settlement Class Members, will be bound by the Settlement, will have  
28

1 released the Released Claims as set forth in the Settlement, and will be permanently barred from  
2 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

3 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity  
4 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any  
5 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or  
6 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

7 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,  
8 and the Judgment entered in connection with the Settlement.

9 19. The Settlement Administrator shall file a declaration regarding the disbursement of  
10 Settlement funds on or before December 3, 2027.

11 **IT IS SO ORDERED.**

12  
13 Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
14 Honorable Lily L. Sinfield  
15 Judge of the Superior Court  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28