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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.
Stephanie Thorton-Harris, Dept. S-31]*

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 20, 2025
Time: 8:30 a.m.
Dept.: S-31

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

DEC -2 2025

Arlene Guardado
BY: ARLENE GUARDADO, Deputy

1 The Motion of Plaintiff Cheryl Garay (“Plaintiff”) for Preliminary Approval of Class
2 Action Settlement (“Motion”) came on regularly for hearing before this Court on October 20,
3 2025, at 8:30 a.m. in Department S-31. The Court, having considered the Stipulation of Settlement
4 (the “Settlement”), attached as **Exhibit 2** to the Declaration of Scott M. Lidman filed concurrently
5 with the Motion; having considered Plaintiff’s Motion, Memorandum of Points and Authorities
6 in support thereof, and supporting declarations filed therewith; and good cause appearing,
7 HEREBY ORDERS THE FOLLOWING:

8 1. The Court GRANTS preliminary approval of the class action settlement as set
9 forth in the Settlement and finds it terms to be within the range of reasonableness of a settlement
10 that ultimately could be granted approval by the Court at a Final Fairness Hearing. For purposes
11 of the Settlement only, the Court finds that the proposed Settlement Class is ascertainable and
12 that there is a sufficiently well-defined community of interest among the members of the
13 Settlement Class in questions of law and fact. Therefore, for settlement purposes only, the Court
14 grants conditional certification of the following Settlement Class:

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

18 2. For purposes of the Settlement only, the Class Period shall mean the time period
19 of June 11, 2020 through August 9, 2025.^M

20 3. For purposes of the Settlement only, the Court designates named Plaintiff Cheryl
21 Garay as Class Representative, and Scott M. Lidman, Milan Moore, and Tiara Gose-Hardy of
22 Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel.

23 3. The Court designates Phoenix Settlement Administrators (“Phoenix^M”) as the third-
24 party Settlement Administrator for mailing notices.

25 4. The Court approves, as to form and content, the Notice of Pendency of Class
26 Action and Proposed Settlement and Notice of Individual Settlement Award attached to the hereto
27 as **Exhibit A**.

1 5. The Court finds that the form of notice to the Settlement Class regarding the
2 pendency of the action and of the Settlement, and the methods of giving notice to Settlement Class
3 members, constitutes the best notice practicable under the circumstances, and constitute valid,
4 due, and sufficient notice to all members of the Settlement Class. The form and method of giving
5 notice complies fully with the requirements of California Code of Civil Procedure section 382,
6 California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and
7 United States Constitutions, and other applicable law.

8 6. The Court further approves the procedures for Settlement Class members to opt
9 out of or object to the Settlement, as set forth in the Notice of Pendency of Class Action and
10 Proposed Settlement.

11 7. The procedures and requirements for filing objections in connection with the Final
12 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
13 presentation of any Settlement Class member's objection to the Settlement, in accordance with
14 the due process rights of all Settlement Class members.

15 8. The Court directs the Settlement Administrator to mail the Notice of Pendency of
16 Class Action and Proposed Settlement and Notice of Individual Settlement Award to all of the
17 Class members in accordance with the terms of the Settlement.

18 9. The Class Notice shall provide at least 60 calendar days' notice for Settlement
19 Class members to dispute, opt out of, or object to, the Settlement.

20 10. The Final Fairness Hearing on the question of whether the Settlement should be
21 finally approved as fair, reasonable, and adequate is scheduled in Department S-31 of this Court,
22 located at 247 West Third Street, San Bernardino, California 92415 on MAY 8, 2026
23 at 8:30 a.m. / ~~p.m.~~

24 11. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement
25 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
26 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's
27 application for reasonable attorneys' fees, reimbursement of litigation expenses, service award to
28

Plaintiff, and payment for penalties under the Labor Code Private Attorneys General Act ("PAGA") should be granted.

12. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, attorneys' fees, litigation expenses, Plaintiff's service award, settlement administration costs, and payment for PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

13. An implementation schedule is below:

Event	Date
Defendant to provide Class Data to Settlement Administrator	10 business days after the Court enters an order granting preliminary approval.
Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Data from Defendant
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement (and to respond to any objections):	16 Court days before the Final Fairness Hearing
Final Fairness Hearing:	<u>MAY 8</u> , 2025

15. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: 12/02, 2025



Honorable Stephanie Thorton Harris
Judge of the Superior Court

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EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

CHERYL GARAY,

Plaintiff,

vs.

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

Defendants.

Case No. CIVSB2419464

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt, hourly employees of Defendant Marna Health Services, Inc. ("Defendant") who worked at any time in California between June 11, 2020 and [August 9, 2025 or the date of preliminary approval by the Court, whichever is earlier]. Collectively, these employees will be referred to as "Settlement Class Members."

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in the consolidated action entitled *Cheryl Garay v. Marna Health Services, Inc. dba Hillcrest Nursing Home*, Case No. CIVSB2419464 (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant's records show that you were employed as a non-exempt, hourly employee in California between June 11, 2020 and [August 9, 2025 or the date of preliminary approval by the Court, whichever is earlier] (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Cheryl Garay ("Plaintiff") brought this Lawsuit against Defendant, seeking to assert claims on behalf of a class of current and former non-exempt, hourly employees who worked for Defendant in California at any time between June 11, 2020 and [August 9, 2025 or the date of preliminary approval by the Court, whichever is earlier]. Plaintiff Cheryl Garay is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Lawsuit alleges that Defendant (i) failed to pay all overtime wages owed; (ii) failed to pay all minimum wages owed; (iii) failed to provide meal periods; (iv) failed to authorize and permit all rest periods; (v) failed to reimburse necessary business expenses; (vi) failed to provide accurate, itemized wage statements; and (vii) failed to pay all wages upon termination of employment. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendant engaged in unfair competition and is liable for civil penalties under the Labor Code Private Attorney General Act ("PAGA").

Defendant denies that it has done anything wrong. Defendant further denies that it owes Settlement Class Members

any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendant has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members:

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WORKPLACE LEGAL, APLC

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What are the terms of the Settlement?

On [INSERT DATE OF PRELIMINARY APPROVAL], the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt, hourly employees who worked for Defendant in California at any time between June 11, 2020 and [August 9, 2025 or the date of preliminary approval by the Court, whichever is earlier]. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

1 Defendant has agreed to pay \$758,900.00 (the "Gross Settlement Amount") to fully resolve all claims in the Lawsuit,
2 which includes payments to Settlement Class members, attorneys' fees and expenses, payment to the Labor Workforce
3 Development Agency ("LWDA"), settlement administration costs, the Class Representative's Service Award and
4 monies to be paid to the LWDA. Defendant's share of employer-side payroll taxes associated with any wage payments
5 to Settlement Class members shall be paid by Defendant separately from, and in addition to, the Gross Settlement
6 Amount.

7 The following deductions from the Gross Settlement Amount will be requested by the parties:

8 Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the
9 "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the
10 Settlement. The Court has approved setting aside up to \$8,750.00 from the Gross Settlement Amount to pay the
11 Settlement administration costs.

12 Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement
13 Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying
14 all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as
15 attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not
16 personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of
17 up to one-third of the Gross Settlement Amount, which is currently estimated to be \$252,966.66, as reasonable
18 compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through
19 Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed \$20,000.00 for
20 verified costs Class Counsel incurred in connection with the Lawsuit.

21 Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a
22 service award in the amount not to exceed \$7,000.00, to compensate her for her service and extra work provided
23 on behalf of the Settlement Class members.

24 LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$30,000.00 as
25 and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act
26 ("PAGA"). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or \$22,500.00 will be payable
27 to the LWDA, and the remaining twenty-five percent (25%), or \$7,500.00, will be payable to certain Settlement
28 Class members as the "PAGA Amount," as described below.

Calculation of Individual Settlement Class Members' Settlement Award. After deducting the Court-approved amounts
above, the balance of the Gross Settlement Amount will form the Net Settlement Amount ("NSA"), which will be
distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described
below). The NSA is estimated at approximately <<\$ _____>> to be shared among an up to << _____>> estimated
Settlement Class members.

The NSA will be divided as follows: Each participating Settlement Class Member shall receive a proportionate
settlement share based upon the number of workweeks the Settlement Class Member worked during the Class Period,
the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the
denominator of which is the total workweeks worked by all Settlement Class Members (who do not opt out) who
worked during the Class Period.

In addition, Thirty Thousand Dollars and Zero Cents (\$30,000.00) of the Gross Settlement Amount has been
designated as the "PAGA Amount" as described above. Each Settlement Class Member who was employed by
Defendant at any time from June 11, 2023 through [August 9, 2025 or the date of preliminary approval by the Court,
whichever is earlier] is a PAGA Employee and shall receive a portion of the PAGA Amount proportionate to the
number of pay periods that he or she worked during the period from June 11, 2023 through [August 9, 2025 or the
date of preliminary approval by the Court, whichever is earlier], and which will be calculated by multiplying the
PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during
the time period from June 11, 2023 through [August 9, 2025 or the date of preliminary approval by the Court,
whichever is earlier], and the denominator of which is the total number of pay periods worked by all PAGA Employees

1 during the time period of June 11, 2023 through [August 9, 2025 or the date of preliminary approval by the Court,
2 whichever is earlier].

3 Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will
4 be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion in
5 approximately << _____ >>.

6 If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless
7 of whether you exclude yourself from the Settlement if you are a PAGA Employee.

8 Each Settlement Class Member and PAGA Employee who receives a Settlement Award must cash the check within
9 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members or
10 PAGA Employees who checks were not cashed within 180 days after mailing will be transferred to the California
11 State Controller's Office - Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Employee.

12 Payment by Defendant of the Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant
13 to the Settlement Administrator in three separate payments: (1) \$455,340.00 within 65 days following final approval;
14 (2) \$151,780.00 within 90 days of the first payment; and (3) \$151,780.00 within 60 days of the second payment.

15 Based on the above, the Gross Settlement Amount is expected to be paid by approximately << _____ >>.

16 Within ten (10) calendar days following Defendant's final deposit of the Gross Settlement Amount and required
17 employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement
18 Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar
19 days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards,
20 less applicable taxes and withholdings, to Participating Settlement Class members.

21 Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: eighty percent (80%) as
22 penalties and interest; and twenty percent (20%) as wages. The Settlement Administrator will be responsible for
23 issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099
24 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income
25 tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and their counsel, and
26 Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax
27 advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

28 Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class Member except those
who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release
and discharge Defendant, and all of its past and present owners, officers, directors, shareholders, managers, employees,
agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and
predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties") from any
and all claims, demands, rights, liabilities and causes of action that were pled in the operative Complaint or arising
from the same operative facts and/or allegations as those set forth in the operative Complaint in the consolidated
Action, that arose during the Class Period defined above including with respect to the following claims: (i) failure to
pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide meal periods; (iv)
failure to authorize and permit all rest periods; (v) failure to reimburse necessary business expenses; (vi) failure to
provide accurate, itemized wage statements; (vii) failure to pay all wages upon termination of employment; and (viii)
all claims for unfair competition that could have been premised on the facts, claims, causes of action or legal theories
described above (collectively, the "Released Claims").

The time period of the Release shall be the same time as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees (including
employees who submit a Request for Exclusion and Plaintiff), will release and forever discharge all claims, demands,
rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 against
the Released Parties based on the following (and as alleged in the letter to the LWDA dated June 11, 2024): (i) failure
to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii) failure to provide meal periods; (iv)

1 failure to authorize and permit all rest periods; (v) failure to reimburse necessary business expenses; (vi) failure to
2 provide accurate, itemized wage statements; (vii) failure to pay all wages upon termination of employment; and (viii)
3 failure to maintain accurate records, that occurred during the PAGA Period (collectively, "PAGA Released Claims")

4 "PAGA Employees" includes all current and former non-exempt, hourly employees employed by Defendant in
5 California at any time between June 11, 2023 and [August 9, 2025 or the date of preliminary approval by the Court,
6 whichever is earlier]. The time period of the PAGA Released Claims is from June 11, 2023 through [August 9, 2025
7 or the date of preliminary approval by the Court, whichever is earlier] ("PAGA Period").

8 The releases are null and void if Defendant fails to fully fund the Gross Settlement Amount.

9 Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final
10 Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the
11 Settlement Class, and the entry of Judgment.

12 *How can I claim money from the Settlement?*

13 Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number
14 of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of
15 Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

16 *What other options do I have?*

17 Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks
18 you worked during the Class Period. The information contained in Defendant's records regarding all of these factors,
19 along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you
20 disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any
21 supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes,
22 along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT
23 SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT
24 BE RETURNED OR PRESERVED.**

25 The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to
26 resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any
27 dispute will be final.

28 Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by
sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or
card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four
digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE GARAY V. MARNA HEALTH
SERVICES, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT
CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION SETTLEMENT OF THIS
LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR
CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by
the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any
portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a
Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement
Class, and you will be bound by the terms of the Settlement.

You will still receive a portion of the PAGA Amount if you submit a Request for Exclusion and be bound by the
PAGA Release.

1 Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court
2 rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement,
3 or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must
4 include your name, address, as well as contact information for any attorney representing you regarding your objection,
5 the case name and number, each specific reason in support of your objection, and any legal or factual support for each
6 objection together with any evidence in support of your objection. Written objections must be postmarked on or
7 before <<RESPONSE DEADLINE>>.

8 If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for <<FINAL
9 APPROVAL HEARING DATE/TIME>> in Department S31 of the San Bernardino County Superior Court, located
10 at 247 West Third Street, San Bernardino, California 92415. You have the right to appear either virtually, in person
11 or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the
12 Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE
13 DEADLINE>>. All objections or other correspondence must state the name and number of the case: *Cheryl Garay
14 v. Marna Health Services, Inc. dba Hillcrest Nursing Home*, Case No. CIVSB2419464.

15 For information on how to access a hearing virtually, please visit the Court's website at [website] or visit [remote
16 appearance informational link]

17 If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the
18 Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do
19 not object.

20 ***What is the next step?***

21 The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on
22 <<FINAL APPROVAL HEARING DATE/TIME>>, in Department S31 of the San Bernardino County Superior
23 Court, located at 247 West Third Street, San Bernardino, California 92415. The Court also will be asked to rule on
24 Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service
25 Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to
26 Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement
27 Class Member is welcome to attend the hearing.**

28 The Court's final judgment and any changes to the date, time, or location of the Final Approval Hearing will be posted
on the Settlement Administrator's website at (<http://.com>).

29 ***How can I get additional information?***

30 This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's
31 files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located
32 at 247 West Third Street, San Bernardino, California 92415, during regular court hours. For more information on
33 how to view the file online, request a copy of the file to be mailed to you, or viewing the filing in person, please visit
34 the Court's website at [court website], and click on "General Info", "Access Court Records", and "Obtain a Copy of
35 File". You may also contact Class Counsel using the contact information listed above for more information.

36 **PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION
37 ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

38 ***REMINDER AS TO TIME LIMITS***

39 The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>.
40 These deadlines will be strictly enforced.

41 **BY ORDER OF THE COURT ENTERED ON <<PRELIM APPROVAL DATE>>**

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

CHERYL GARAY V. MARNA HEALTH SERVICES, INC. DBA HILLCREST NURSING HOME

SAN BERNARDINO COUNTY SUPERIOR COURT CASE NO. CIVSB2419464

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to the records of Marna Health Services, Inc. ("Defendant"):

(a) You were employed by Defendant and worked a total of ____ workweeks between June 11, 2020 and [August 9, 2025 or the date of preliminary approval by the Court, whichever is earlier]; and

(b) You were employed by Defendant and worked a total of ____ pay periods between June 11, 2023 and [August 9, 2025 or the date of preliminary approval by the Court, whichever is earlier].

Based on the above, your Individual Settlement Award is estimated to be \$_____.

(IV) If you disagree with items (a) – (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**