

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]*

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF MOTION
FOR 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 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Cheryl Garay ("Plaintiff"), and the proposed Settlement Class in the above-captioned
4 matter. I am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law firm
9 of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in
13 the world exclusively devoted to representing management in employment, employee benefits and labor
14 law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones Day,
17 I worked exclusively in the labor and employment department. In or around 2003, I went to work at the
18 law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I
19 returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017,
20 I practiced exclusively labor and employment law, with a strong emphasis and most of my time working
21 on wage and hour class actions venued in both state and federal courts. During that time and my legal
22 career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

23 5. During my employment at Littler Mendelson, I played a significant role in the class actions
24 that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular,
25 I received a wide-array of wage and hour class action experience performing the following types of tasks:
26 drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court;
27 drafting and responding to written discovery; drafting and opposing discovery related motions; arguing
28 discovery related motions; drafting motions to consolidate related matters; interviewing putative class
members and obtaining declarations in connection with class certification; drafting oppositions to motions

1 for class certification; drafting motions for decertification following class certification; conducting
2 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing
3 at class certification and potential damages resulting from such claims; drafting mediation briefs; serving
4 as the primary contact to in-house counsel; deposing named plaintiffs and putative class members;
5 deposing retained expert witnesses; and defending the depositions of corporate witnesses. I also was
6 involved in the negotiations and settlements of many large wage and hour class actions. In short, I played
7 an integral role in all aspects of litigation from the inception of a matter through and beyond class
8 certification. I also supervised the work of several junior attorneys who were staffed on the same wage
9 and hour class actions.

10 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
11 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 12 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
13 States District Court, Central District of California, Honorable Gary Klausner,
14 presiding¹.
- 15 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California Superior
16 Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 17 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
18 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 19 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California Superior
20 Court, County of Alameda, Honorable Winifred Smith, presiding.
- 21 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
22 United States District Court, Central District of California, Honorable Percy
23 Anderson, presiding.
- 24 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
25 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²

26
27
28 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal and the California Supreme Court.

- 1 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
2 States District Court, Central District of California, Honorable Percy Anderson,
3 presiding.
- 4 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
5 States District Court, Central District of California, Honorable Percy Anderson,
6 presiding.
- 7 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
8 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 9 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
10 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 11 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-KSC,
12 United States District Court, Southern District of California.⁴
- 13 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County of
14 Solano, Honorable Paul Berman, presiding.
- 15 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
16 Superior Court, County of Orange, Honorable William Claster, presiding.
- 17 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ► *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
20 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 21 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
22 States District Court, Central District of California, Honorable Margaret Morrow,
23 presiding.
- 24 ► *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
25 States District Court, Central District of California, Honorable Margaret Morrow,
26 presiding.

27
28

³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
2 States District Court, Southern District of California, Honorable John A. Houston,
3 presiding.
- 4 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
5 District Court, Central District of California, Honorable Margaret Morrow,
6 presiding.
- 7 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
8 District Court, Central District of California, Honorable Margaret Morrow,
9 presiding.
- 10 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
11 States District Court, Northern District of California.
- 12 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
13 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
14 presiding.
- 15 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
16 Court, County of Santa Clara.
- 17 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior Court,
18 County of Los Angeles, Honorable Terry Green, presiding.
- 19 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
20 Court, County of San Francisco.
- 21 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
22 Court, Northern District of California, Honorable Richard Seeborg, presiding.

23 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
24 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily wage
25 and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder of
26 Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
27 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-five
28 (65) wage and hour class actions filed in State courts throughout California, with several of them having
been removed to Federal courts. I believe that my professional experience renders me more than qualified

1 to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum wages, meal
2 and rest period violations, and derivative penalty claims. Not only have I litigated dozens of wage and
3 hour cases throughout my career involving similar claims, including the wage and hour class actions
4 identified above, I have litigated similar claims from both plaintiff and defense perspectives. As a result,
5 I am able to realistically assess and evaluate the facts and legal arguments that can be made in pursuit and
6 defense of similar wage and hour claims, as well as those facts and arguments in support and in opposition
7 to class certification. Consequently, I am able to appreciate the significant risks, uncertainties, and delay
8 involved in wage and hour class action litigation.

9 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
10 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
11 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
12 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-2017-
13 00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William Claster
14 presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior Court,
15 County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*, Case
16 No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
17 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
18 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez*
19 *v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
20 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
21 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
22 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
23 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
24 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
25 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
26 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case
27 No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes
28 presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court,
County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers*

1 *Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of
2 Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case
3 No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson
4 presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California
5 Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al.*
6 *v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of
7 San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578,
8 California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; *Acuna v.*
9 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
10 Honorable Judge David S. Cunningham presiding; and *Contreras v. Worldwide Flight Services, Inc.*,
11 Case No. 2:18-cv-06036-PSG-SS, United States District Court for the Central District of California, the
12 Honorable Judge Philip S. Gutierrez presiding.

13 9. As co-lead counsel for Plaintiff and the proposed Settlement Class, I have been intimately
14 involved in every aspect of this case from its inception through the present, and I believe that the proposed
15 Settlement is a favorable result for the Settlement Class Members under the circumstances presented.

16 10. On June 11, 2024, Plaintiff filed the instant putative class action complaint against
17 Defendant in San Bernardino County Superior Court alleging the following class action claims against
18 Defendant: (1) failure to pay all overtime wages owed; (2) failure to pay all minimum wages owed; (3)
19 failure to provide meal periods; (4) failure to authorize and permit all rest periods; (5) failure to reimburse
20 necessary business expenses; (6) failure to provide accurate, itemized wage statements; (7) failure to pay
21 all wages upon termination; and (8) unfair competition. After having exhausted her administrative
22 remedies with the California Labor & Workforce Development Agency (“LWDA”) by way of a letter
23 submitted to the LWDA on June 11, 2024, on August 16, 2024, Plaintiff filed a First Amended Complaint
24 which added a cause of action seeking civil penalties under the PAGA.

25 11. As explained in detail in the Motion for Preliminary Approval, Plaintiff’s primary theories
26 of liability are related to Defendant’s alleged failure to pay for all time worked and failure to provide
27 Settlement Class Members all legally compliant duty-free meal and rest periods. Plaintiff alleges that
28 Defendant failed to compensate its non-exempt employees for all time worked. Specifically, Plaintiff
alleges that Defendant rounded and/or paid its employees for scheduled hours – not actual hours worked,

1 despite Plaintiff and other non-exempt employees performing work duties both before and after their
2 scheduled shifts. As a result, Plaintiff contends that Defendant failed to pay her and other non-exempt
3 employees all minimum and overtime wages owed.

4 12. Defendant contends that it used a timekeeping system that rounded evenhandedly and
5 alleges that the rounding did not result in systemic underpayment of wages, and thus no violation of law
6 occurred. Defendant further asserts that Plaintiff would be unable to certify an unpaid wages class given
7 that its policies comply with the law and the individualized inquiries that would be required.

8 13. Plaintiff alleges that he and Settlement Class Members were not provided with all legally-
9 required meal periods in compliance with California law due to Defendant's unlawful meal period
10 policies/practices. Due to work demands, Plaintiff was often prevented from taking meal periods that
11 commenced before the end of the 5th hour of work.

12 14. Defendant counters that it has always provided non-exempt employees with an opportunity
13 to take legally compliant meal periods, and any non-compliant meal periods reflected in employee
14 timekeeping records were solely the result of employee choice, rather than any policy or practice of
15 Defendant. Defendant also points out that under it is only required to "provide" the opportunity to take
16 meal periods, not "ensure" meal periods are taken, and that they have always done so.

17 15. Defendant contends it has always maintained and enforced lawful rest period policies and
18 practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
19 periods in compliance with California law. Defendant argues that Plaintiff's rest period claims are
20 inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement
21 Class member was in fact authorized and permitted to take a compliant rest period, which would devolve
22 into an unmanageable series of mini-trials.

23 16. Defendant contends it has always maintained and enforced lawful rest period policies and
24 practices, and that Settlement Class Members were authorized and permitted to take all off-duty rest
25 periods in compliance with California law. Defendant argues that Plaintiff's rest period claims are
26 inherently unsuited for class treatment as it requires an individualized inquiry into whether each Settlement
27 Class member was in fact authorized and permitted to take a compliant rest period, which would devolve
28 into an unmanageable series of mini-trials.

17. Plaintiff further alleges that Defendant issued inaccurate wage statements in violation of

1 Labor Code § 226. Specifically, Plaintiff contends that this conduct violated Labor Code § 226(a) because
2 the wage statements issued to Settlement Class Members did not include all hours worked and the rate at
3 which they were being paid.

4 18. Defendant argues that its alleged wage statement violations could not be shown to be
5 “knowing and intentional,” and that Plaintiff cannot show that she or any other employee “suffer[ed]
6 injury” as a result of the alleged wage statement violations, as required by Lab. Code § 226(e) for
7 imposition of penalties.

8 19. Plaintiff alleges that Defendant required her and the other Settlement Class Members to use
9 their personal cellular phone for business purposes and purchase medical tools. Despite knowing that
10 putative class members had incurred necessary business expenses to communicate with Defendant through
11 their own personal electronic devices and purchase medical tools, Defendant failed to reimburse putative
12 class members in violation of Section 2802 and *Cochran*.

13 20. Defendant asserts that, given the wide array of cellular phone plans, any expenses would
14 be *de minimis*.

15 21. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing alleged Labor
16 Code violations.

17 22. Since Plaintiff’s PAGA claim is a derivative claim based on the underlying claims,
18 Defendant argues that Plaintiff’s PAGA claim will fail for the same reasons that his underlying claims will
19 fail. Defendant also maintains that, given its good faith defenses, this Court would exercise its discretion
20 to substantially reduce any PAGA penalties if it were to find Defendant liable for any of Plaintiff’s claims.

21 23. These considerations, not only bore heavily on the negotiations leading to the Settlement,
22 but also confirm that the Settlement is fair, adequate, and reasonable compromise in view of the risks of
23 further litigation. As detailed in the Preliminary Approval Motion, Plaintiff carefully vetted the claims
24 at issue and conducted a detailed liability analysis of class-wide data to calculate the damages figures.
25 Thus, while these risks are far from exhaustive, they demonstrate that the Settlement is fair, adequate,
26 and reasonable in view of them.

27 24. In the instant action, the parties have engaged in formal discovery. On September 9, 2024,
28 Plaintiff served the following written discovery on Defendant: Form Interrogatories – General, Form
Interrogatories – Employment Law, Special Interrogatories, and Requests for Production. On October

31, 2024, Defendant served its responses and objections to Plaintiff's discovery requests.

After agreeing to participate in private mediation, Defendant informally produced time records and payroll data for a 20 percent sampling of the putative class. After a review and analysis of the data produced by Defendant, Class Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. The discovery allowed the parties to assess the merits and value of Plaintiff's claims and Defendant's defenses thereto, if a settlement could not be reached.

25. On June 10, 2025, after extensive research and analysis, including a detailed analysis of Defendant's potential exposure by Plaintiff, a full-day mediation was held with Steve Mehta, Esq., a well-respected wage and hour class action mediator. During mediation, the parties vigorously debated their opposing legal positions, the likelihood of certification of Plaintiff's claims, and the legal basis for the claims and defenses. Ultimately, through a mediator's proposal, the parties agreed on a class-wide resolution in principle. In the weeks that followed, the parties finalized the terms of settlement and executed the Stipulation of Settlement ("Settlement").

26. Plaintiff submitted the Stipulation of Settlement to the Court with his Motion for Preliminary Approval on August 21, 2025. On December 2, 2025, the Court signed an Order Granting Preliminary Approval of the Settlement. A true and correct copy of the Order Granting Preliminary Approval is attached hereto as **Exhibit A**.

27. The Settlement Class encompasses: All current and former non-exempt, hourly employees of Defendant Marna Health Services, Inc. dba Hillcrest Nursing Home who worked at any time in California during the Class Period. For purposes of the Settlement, the "Class Period" shall mean the time period of June 11, 2020 through August 9, 2025.

28. After disbursement, Settlement Class Members will have 180 days to cash their checks. *See Settlement* ¶ 5.E. Funds remaining unclaimed will be distributed to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class Member.

29. Moreover, in my experience in wage and hour class action matters similar to this one, fee awards generally average around one-third of the gross recovery.

30. My law firm's and co-counsel's work on this case includes, but is not limited to: conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research, propounding formal written discovery, reviewing Defendant's documents and policies, analyzing Settlement Class

Members' timekeeping data and payroll records, preparing for and attending mediation, negotiating and revising the long-form Settlement, preparing this Motion, and otherwise litigating the case.

31. Since undertaking representation of Plaintiff, Class Counsel has borne the costs of for over one year without receiving any compensation to date. To date, my law firm and co-counsel's firm, Haines Law Group, APC have incurred \$14,850.09 in actual costs and have devoted substantial time to this litigation and expect to incur approximately \$545.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of \$15,395.09. Attached hereto as **Exhibit B** is an Expense Summary reflecting these costs, which include but are not limited to: filing fees, messenger fees, service fees, copying costs (at \$.06 per page), mediation fees, and postage.

32. My experience in matters similar to this one was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. This case involved legal issues including the propriety of statutory penalties.

33. Given the considerable potential for adverse outcomes in this case, including, but not limited to losing on class certification and/or merits issues, the contingent risk borne by Class Counsel was great. In addition to the legal and procedural challenges this lawsuit presented, there were also other practical challenges. There was a real risk that my firm and co-counsel's firm would not be compensated for our work, because our firms handled this matter on a purely contingent basis. Thus, Plaintiff was not responsible for paying my firm's attorneys' fees and my firm could only recover attorneys' fees if Plaintiff was successful. By the time I (or someone from my firm) attend the final approval hearing in this matter, my firm and co-counsel firm will have litigated this case for well over two years with no payment, all while bearing the risk of non-payment if Plaintiff was unsuccessful. Moreover, as discussed above, Class Counsel has advanced a total of \$14,850.09 in actual costs and have devoted substantial time to this litigation and expect to incur approximately \$545.00 in future costs for filing the instant motion, filing the final declaration regarding distribution of settlement, service and messenger fees, postage fees, and/or court costs for future court appearances for a total of \$15,395.09 in litigation costs on a contingency basis, which also carried risk because Class Counsel would not recoup its costs in the

event Plaintiff did not prevail in this lawsuit.

34. In this case, Class Counsel have a lodestar of **\$176,530** which results in a multiplier of 1.43 compared to the \$252,966.66 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and/or co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (27th Year Attorney)	\$900	75.4	\$67,860
Paul K. Haines (18th Year Attorney)	\$800	26.1	\$20,880
Milan Moore (9th Year Attorney)	\$650	93.3	\$60,645
Tiara Gose-Hardy (6th Year Attorney)	\$525	45.8	\$24,045
Paralegals	\$200	15.5	\$3,100
Total Lodestar			\$176,530

35. Our requested hourly rates and our co-counsel's requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit C**. Based on the *Laffey* Matrix, the hourly rate for a 25th year attorney is \$997, the hourly rate for a 16th and 17th year attorney is \$829, and the hourly rate for a 7th year attorney is \$508.

36. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Ochoa v. Haralambos Beverage Co.*, No. BC319588 (Super. Ct., Los Angeles County, Feb. 1, 2007) (33.3% fee award with no mention of lodestar crosscheck); *Jones v. Alliance Imaging, Inc.*, No. RG05210418 (Super. Ct., Alameda County, Nov. 27, 2006) (33% fee award with no mention of lodestar crosscheck); *Wisniewski v. Pacific Maritime Assoc.*, No. BC293134 (Super. Ct., Los Angeles County, Nov. 20, 2006) (30.7% fee award from \$12.9 million settlement with no mention of lodestar crosscheck); *Garcia v. Save Mart Supermarkets*, No. 312026 (Super. Ct., Stanislaus County, Aug. 3, 2004) (33% fee award with no mention of lodestar crosscheck); *Terrell v. Ocean's 11 Casino, Inc.*, No. GIC795732 (Super. Ct., San Diego County, Feb. 10, 2004) (approving 33% fee award); *Big Lots Overtime Cases*, JCC Proceeding No. 4283, San Bernardino County Superior Court, Feb 4, 2004) (approving a 33% fee recovery); *Tokar v. GEICO*, (San Diego Superior Court, No. GIC 810166, July 9, 2004) (approving award

1 of 33-1/3%); *Davis v. The Money Store, Inc.*, (San Diego County Superior Court, No. 99AS01716,
2 December 26, 2000) (33-13% of the settlement)

3 37. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the
4 common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No.
5 RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust*
6 *Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, *Los Angeles Sup. Ct.*, Nov. 19, 1990,
7 Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No.
8 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105
9 (53%); and *Rundberg v. Intrust Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-
10 56886 (40%).

11 38. Plaintiff has provided written approval of the split of attorneys' fees in this action.
12 Further, being a private law practice my firm can only properly litigate a limited number of cases at one
13 time. The professional demands of this case were significant, including a significant number of hours of
14 attorney and paralegal time. This litigation precluded my firm from other employment due to the time
15 and financial commitments required by the case. Indeed, because my firm takes on cases on a purely
16 contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial.
17 Accordingly, I believe the requested fees are reasonable.

18 39. Here, analyzing those factors weigh in favor of approving Plaintiff's requested service
19 award of \$7,500.00 because request is reasonable given Plaintiff's efforts in this case and the risks she
20 undertook on behalf of Settlement Class Members. Plaintiff understood that the lawsuit is a matter of
21 public record and being part of the lawsuit could stigmatize her and/or affect future employment. Plaintiff
22 also understood the risk that she could be liable for Defendant's costs if she lost the case. Plaintiff accepted
23 these risks and burdens because she wanted Defendant to compensate their current and former employees
24 for unpaid wages. Plaintiff estimates she spent between 6-9 hours on activities related to this case.

25 40. Plaintiff submitted the proposed Settlement Agreement on the California Labor &
26 Workforce Development Agency ("LWDA") via its website on August 21, 2025 the same day that she
27 filed the Motion for Preliminary Approval. A true and correct copy of the proof of service is attached
28 hereto as **Exhibit D**. On December 2, 2025, Plaintiff submitted a copy of the Order granting preliminary

1 approval on the LWDA via its website. A true and correct copy of the proof of service is attached hereto
2 as **Exhibit E**.

3 41. Pursuant to Labor Code § 2699(1)(2), Plaintiff is submitting a copy of the Motion for Final
4 Approval and all supporting documents via the LWDA's website on the same date that it is filing this
5 motion and will file a supplemental proof of service after the Motion for Final Approval and all supporting
6 documents are submitted to the LWDA.

7 42. As of the date of the filing of this Declaration, I am not aware of any other pending class,
8 representative or other collective action that would be affected by the approval of this settlement.

9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct.

11 Executed on August 31, 2026, at El Segundo, California

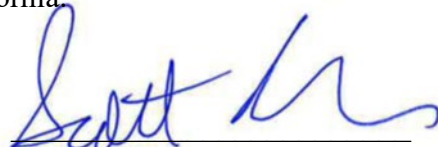
12
13 
14 Scott M. Lidman

EXHIBIT A

EXHIBIT A

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.
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

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

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

8 13. An implementation schedule is below:

9 Event	Date
10 Defendant to provide Class Data to Settlement Administrator	10 business days after the Court enters an order granting preliminary approval.
11 Settlement Administrator to mail Notice Packets to Class Members	10 business days after receiving Class Data from Defendant
12 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
14 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
16 Final Fairness Hearing:	<u>MAY 8</u> , 2025

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

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

23 **IT IS SO ORDERED.**

24 Dated: 12/02, 2025

25 
Honorable Stephanie Thornton Harris
26 Judge of the Superior Court
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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:

LIDMAN LAW, APC

Scott M. Lidman
slidman@lidmanlaw.com
Milan Moore
mmoore@lidmanlaw.com
Tiara Gose-Hardy
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775
www.lidmanlaw.com

HAINES LAW GROUP, APC

Paul K. Haines
phaines@haineslawgroup.com
155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
www.haineslawgroup.com

Attorneys for Defendant Marna Health Services, Inc.

GOULD, HAHN, & REINHARDT, PLC

Jacob G. Reinhardt
2550 Ninth Street, Suite 101
Berkeley, California 94710
Tel: (510) 665-1800
Fax: (510) 665-1801

WORKPLACE LEGAL, APLC

Cari A. Cohorn
870 Market Street, Suite 1152
San Francisco, California 94102
Tel: (415) 851-8900
Fax: (415) 660-9728

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>>.**

EXHIBIT B

EXHIBIT B

Expense Summary
Cheryl Garay v. Marna Health Services, Inc.

EXPENSE	AMOUNT
Mediation Costs (including Plaintiff's portion of mediator expenses)	\$10,750.00
Court Call Expenses	\$504.00
Filing Fees	\$3,400.83
Service Fees	\$133.84
Copying Costs (at 06. Cents/page)	\$5.34
Postage Costs	\$56.08
Anticipated Costs for filing the Final Approval motion, filing final distribution declaration, service fees, copying and postage	\$545.00
TOTAL:	\$15,395.09

EXHIBIT C

EXHIBIT C

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424

6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT D

EXHIBIT D

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.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
8/21/2025 6:11 PM
By: Iridian Cuen Rubio, DEPUTY

Case No.: CIVSB2419464

*[Assigned for All Purposes to Hon. Stephanie
Thorton-Harris, Dept. S-31]*

**PROOF OF SERVICE ON LWDA RE:
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On August 21, 2025, I served the foregoing documents described as:

- 1. Stipulation of Settlement**
- 2. Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof**
- 3. Declaration of Scott M. Lidman in Support of Motion for Preliminary Approval of Class Action Settlement**
- 4. Declaration of Milan Moore in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement**
- 5. Declaration of Tiara Gose-Hardy in Support Motion for Preliminary Approval of Class Action Settlement**
- 6. Declaration of Paul K. Haines in Support of Motion for Preliminary Approval of Class Action Settlement**
- 7. Declaration of Plaintiff Cheryl Garay in Support of Motion for Approval of Class Action Settlement**
- 8. Declaration of Jodey Lawrence of Phoenix Settlement Administrators in Support of Motion for Preliminary Approval of Class Action Settlement**
- 9. [Proposed] Order Granting Preliminary Approval of Class Action Settlement**

on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-1033212-24.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

//

1 Executed on August 21, 2025, at El Segundo, California.

2 

3 _____
4 Marilyn Ajanel

EXHIBIT E

EXHIBIT E

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

PROOF OF SERVICE

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On December 10, 2025, I served the foregoing documents described as:

Order Granting Preliminary Approval of Class Action Settlement

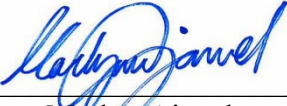
on the interested party(ies) in this action as follows:

Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ (BY ELECTRONIC TRANSMISSION) I caused a true and correct copy of the document(s) described above to be electronically transmitted to the Labor and Workforce Development Agency ("LWDA") by uploading them to the LWDA's online system, under LWDA Case No. LWDA-CM-1033212-24.

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 10, 2025, at El Segundo, California.



Marilyn Ajanel