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

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

Plaintiff,

vs.

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

Defendants.

Case No.: CIVSB2419464

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

[PROPOSED] FINAL JUDGMENT

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

1 This matter came on regularly for hearing before this Court on September 28, 2026,
2 pursuant to California Rule of Court 3.769 and this Court's December 2, 2025 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Class Action and PAGA Settlement (herein "Settlement")¹
5 and the documents and evidence presented in support thereof, and the submissions of counsel,
6 the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

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

13 2. The Class Period shall mean the time period of June 11, 2020 through August 9,
14 2025.

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

18 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
19 form and manner of notice were approved by the Court on December 2, 2025, and the notice
20 process has been completed in conformity with the Court's Order. The Court finds that said
21 notice was the best notice practicable under the circumstances. The Notice Packet (which
22 consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of
23 Individual Settlement Award) provided due and adequate notice of the proceedings and matters
24 set forth therein, informed Settlement Class members of their rights, and fully satisfied the
25 requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769,
26 and due process.

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

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

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

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

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

24 9. The Court finds that the settlement payments, as provided for in the Settlement,
25 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
26 individual payments in conformity with the terms of the Settlement.

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

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

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

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

17 14. For purposes of calculating applicable taxes and withholdings, each Settlement
18 Award shall be allocated as follows: twenty percent (20%) as wages; and eighty percent (80%)
19 as penalties and interest.

20 15. The Court finds and determines that upon satisfaction of all obligations under the
21 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
22 have released the Released Claims as set forth in the Settlement, and will be permanently barred
23 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

24 16. Upon the Effective Date of the Release, by virtue of this Judgment, Plaintiff and
25 every member of the Settlement Class Members (except those who timely and properly submit
26 a Request for Exclusion as set forth below) and Plaintiff will release any and all claims, demands,
27 rights, liabilities and causes of action that were pled in the Operative Complaint in the Class
28

1 Action or arising from the same operative facts and/or allegations as those set forth in the
2 Operative Complaint in the Class Action, that arose during the Class Period defined above
3 including with respect to the following claims: (i) failure to pay all overtime wages owed; (ii)
4 failure to pay all minimum wages owed; (iii) failure to provide meal periods; (iv) failure to
5 authorize and permit all required rest periods; (v) failure to reimburse necessary business
6 expenses; (vi) failure to provide accurate, itemized wage statements; (vii) failure to pay all wages
7 upon termination of employment; and (viii) all claims for unfair business practices that could
8 have been premised on the facts, claims, causes of action or legal theories described above
9 (collectively, the “Released Claims”).

10 17. The time period for the release of the Released Claims against the Released
11 Parties shall be the same time period as the Class Period.

12 18. Upon the Effective Date of the Release, PAGA Employees (including employees
13 who submit a Request for Exclusion and Plaintiff), will release and forever discharge all claims,
14 demands, rights, liabilities and causes of action under the California Labor Code Private
15 Attorneys General Act of 2004 against Defendant, and all of its past and present owners, its past
16 and present officers, directors, shareholders, managers, employees, agents, principals, heirs,
17 representatives, accountants, auditors, consultants, and its respective successors and
18 predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released
19 Parties”) based on the following (and as alleged in the letter to the LWDA dated June 11, 2024):
20 (i) failure to pay all overtime wages owed; (ii) failure to pay all minimum wages owed; (iii)
21 failure to provide all required meal periods; (iv) failure to authorize and permit all required rest
22 periods; (v) failure to reimburse necessary business expenses; (vi) failure to provide accurate,
23 itemized wage statements; (vii) failure to pay all wages upon termination of employment; and
24 (viii) failure to maintain accurate records that occurred during the PAGA Period (collectively,
25 “PAGA Released Claims”).

26 19. The time period for the release of the PAGA Released Claims against the
27 Released Parties shall be the same time period as the PAGA Period.

1 20. The releases identified herein will only be effective upon the date that Defendant
2 fully funds the Gross Settlement Amount.

3 21. This document shall constitute a final judgment pursuant to California Rule of
4 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
5 approval hearing, the court must make and enter judgment. The judgment must include a
6 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
7 judgment. The court may not enter an order dismissing the action at the same time as, or after,
8 entry of judgment.”

9 22. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
10 Order, and this Judgment.

11 **JUDGMENT IS SO ENTERED.**

12
13 Dated: _____, 2026

Honorable Lily L. Sinfield
Judge of the Superior Court