ELECTRONICALLY RECEIVED - 8/31/2026 5:29 PM - By: Eric Iturralde, DEPUTY

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

OCT -5 2026

BY: ARLENE GUARDADO, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiff,

vs.

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

Defendants.

Case No.: CIVSB2419464

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

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

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

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

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

> 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. The Settlement Administrator shall file a declaration regarding the disbursement of Settlement funds on or before ~~December 3, 2027~~ November 18, 2027 for hearing on December 2, 2027.

IT IS SO ORDERED.

Dated: October 5, 2026

Honorable Lily L. Sinfield
Judge of the Superior Court