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

OCT 05 2026

By Aryanna Sheehe
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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

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 Class Action and PAGA Settlement (herein "Settlement")[1] and the documents and evidence presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

1. Final judgment ("Judgment") in this matter is hereby entered in conformity with the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval of Class Action Settlement. The Settlement Class is 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 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

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

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 individually 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 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

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

Action or arising from the same operative facts and/or allegations as those set forth in the Operative Complaint in the Class 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 required 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 business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released Claims").

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

18. Upon the Effective Date of the Release, 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 Defendant, and all of its past and present owners, its past and present 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") 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 all required meal periods; (iv) failure to authorize and permit all required 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) failure to maintain accurate records that occurred during the PAGA Period (collectively, "PAGA Released Claims").

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

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

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

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

JUDGMENT IS SO ENTERED.

Dated: October 5, 2026

Honorable Lily L. Sinfield
Judge of the Superior Court
LILY L. SINFIELD, Judge