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CHERYL GARAY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

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

Plaintiff,

vs.

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

Defendants.

Case No. CIVSB2419464

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

**DECLARATION OF MAYRA GONZALEZ
WITH RESPECT TO NOTICE AND
SETTLEMENT ADMINISTRATION**

Date: September 28, 2026

Time: 8:30 a.m.

Dept.: S-31

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Cheryl Garay v. Marna Health Services, Inc. dba Hillcrest Nursing Home* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On December 22, 2025, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and workweeks for each Class Member (“Class List”) during the Class Period. The final mailing list contained 454

1 individuals identified as Settlement Class members. There were 19,097 workweeks worked during
2 the relevant time period, not triggering the escalator clause.

3 4. On January 15, 2026, Phoenix conducted a National Change of Address (“NCOA”)
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this
5 database provides updated addresses for any individual who has moved in the previous four (4)
6 years and notified the U.S. Postal Service of their change of address. As a result of the NCOA
7 search, Phoenix was able to locate 90 updated addresses.

8 5. On January 15, 2026, Phoenix mailed the Notice via U.S. first class mail, in both
9 English and Spanish, to all 454 Settlement Class members on the Class List. A true and correct copy
10 of the mailed Class Notice is attached hereto as **Exhibit A**.

11 6. Subsequently, on June 17, 2026, Phoenix mailed Class Notices to an additional 111
12 Settlement Class Members that were inadvertently omitted from the class list. A true and correct
13 copy of the mailed Class Notice is attached hereto as **Exhibit B**. Therefore, there is a total of 565
14 Settlement Class Members and there are a total of 21,885 workweeks during the relevant time
15 period. The escalator clause was not triggered.

16 7. As of the date of this declaration, 95 Class Notices have been returned to Phoenix.
17 Zero were returned with a forwarding address. For the 95 Class Notices returned from the Post
18 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
19 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
20 Of the 95 Class Notices that were skip traced, 87 updated addresses were obtained and the Notice
21 was promptly re-mailed to those Settlement Class members via first class mail.

22 8. As of the date of this declaration, 8 Class Notices remain undeliverable since an
23 updated address could not be obtained via skip trace.

24 9. As of the date of this declaration, Phoenix has received zero (0) Requests for
25 Exclusion from Settlement Class members. The deadline to request exclusion from the Class
26 Settlement was August 17, 2026.

1 10. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
2 from Settlement Class members. The deadline for objecting to the Class Settlement was August 17,
3 2026.

4 11. As of the date of this declaration, Phoenix has received one (1) Dispute from
5 Settlement Class members. Phoenix contacted the individual to confirm their intentions regarding
6 the dispute, which was ultimately rescinded and is no longer pending. The deadline for submitting
7 a dispute was August 17, 2026.

8 12. There are 565 Settlement Class members who did not submit timely and valid
9 Requests for Exclusion and are therefore deemed Settlement Class members, representing 100% of
10 the Class. Settlement Class members have worked a collective total of 21,885 Workweeks during
11 the Class Period.

12 13. The Net Settlement Amount of \$444,288.85 available to pay Settlement Class
13 members was determined by subtracting the requested Class Counsel attorneys' fees (\$252,966.66),
14 and Class Counsel costs (\$15,395.09), requested Service Award to Plaintiff (7,500.00), the payment
15 to the LWDA for its share of civil penalties and to the PAGA Employees (\$30,000.00), and the
16 requested Settlement Administration Costs (\$8,750.00) from the Gross Settlement Amount
17 (\$758,900.00).

18 14. Based upon the calculations stipulated in the Settlement, the highest Individual
19 Settlement Share to be paid is approximately \$5,466.76, the lowest Individual Settlement Share to
20 be paid is approximately \$2.84, while the average Individual Settlement Share to be paid is
21 approximately \$786.35. Settlement Class members will be issued payment of their Individual
22 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
23 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
24 Settlement Payment").

25 15. Additionally, \$30,000.00 of the Gross Settlement Amount has been allocated toward
26 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or
27 \$22,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%,
28

1 or \$7,500.00, of which shall be paid to all current and former hourly non-exempt individuals who
2 are or were employed by Defendant during the PAGA Period. There are 261 Aggrieved Employees
3 who worked a total of 3,896 pay periods during the PAGA Period. The highest Individual PAGA
4 Payment to be paid is approximately \$108.64, and the average Individual PAGA Payment to be paid
5 is approximately \$28.74.

6 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in
7 addition to the Gross Settlement Amount.

8 17. The Gross Settlement Amount shall be deposited by Defendant into a qualified
9 settlement fund set up by the Settlement Administrator for the benefit of participating Settlement
10 Class members and Aggrieved Employees. Defendant agrees to deposit the Gross Settlement
11 Amount and the required employer-side taxes with the Settlement Administrator in three separate
12 payments: (1) \$455,340.00 deposited within 65 calendar days following final approval; (2)
13 \$151,780.00 deposited within 90 calendar days of the first payment; and (3) \$151,780.00 deposited
14 within 60 calendar days of the second payment, in addition to employer-side taxes.

15 18. Phoenix's costs associated with the administration of this matter are \$8,750.00. This
16 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
17 distribution. Specifically, Phoenix's costs include those associated with mailing the Class Notices
18 in English only to the 565 Settlement Class Members. A true and correct copy of the invoice from
19 Phoenix is attached hereto as **Exhibit C**.

20 19. Defendant will fund an additional \$750.00 to cover the costs associated with mailing
21 notices to the 111 Settlement Class Members who were inadvertently omitted from the original
22 Class List.

23
24 I declare under penalty of perjury of the laws of the State of California that the foregoing is
25 true and correct.

26 Executed this 24th day of August 2026, at Orange, California.

Mayra Gonzalez
MAYRA GONZALEZ

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Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CHERYL GARAY,
Plaintiff,

vs.

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

Case No. CIVSB2419464

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

To: All current and former non-exempt, hourly employees of Defendant Marna Health Services, Inc. (“Defendant”) who worked at any time in California between June 11, 2020 and August 9, 2025. 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 (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. 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
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What are the terms of the Settlement?

On December 2, 2025, 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. 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.

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

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

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

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

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$7,500.00, to compensate her for her service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$30,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or \$22,500.00 will be payable to the LWDA, and the remaining twenty-five percent (25%), or \$7,500.00, will be payable to certain Settlement 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 \$447,183.34 to be shared among an up to 454 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 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, 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, and the denominator of which is the total number of pay periods worked by all PAGA Employees during the time period of June 11, 2023 through August 9, 2025.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion in approximately January 2027.

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

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

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

Based on the above, the Gross Settlement Amount is expected to be paid by approximately December 2026.

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

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

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) 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) failure to maintain accurate records, that occurred during the PAGA Period (collectively, “PAGA Released Claims”)

“PAGA Employees” includes all current and former non-exempt, hourly employees employed by Defendant in California at any time between June 11, 2023 and August 9, 2025. The time period of the PAGA Released Claims is from June 11, 2023 through August 9, 2025 (“PAGA Period”).

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

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

How can I claim money from the Settlement?

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

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period. The information contained in Defendant's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than March 16, 2026. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

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

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 March 16, 2026, 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 P.O. Box 7208, Orange, CA 92863. 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.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before March 16, 2026.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for May 8, 2026, at 8:30 a.m. in Department S31 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. You have the right to appear either virtually, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before March 16, 2026. All objections or other correspondence must state the name and number of the case: *Cheryl Garay v. Marna Health Services, Inc. dba Hillcrest Nursing Home*, Case No. CIVSB2419464.

For information on how to access a hearing virtually, please visit the Court's website at <https://sanbernardino.courts.ca.gov/>.

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

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on May 8, 2026, at 8:30 a.m., in Department S31 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

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 garay-v-marna-health-services.phoenixcases.com.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415, during regular court hours. For more information on 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 the Court's website at <https://sanbernardino.courts.ca.gov/>, and click on "General Info", "Access Court Records", and "Obtain a Copy of File". You may also contact Class Counsel using the contact information listed above for more information.

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

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is March 16, 2026. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON DECEMBER 2, 2025

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 P.O. Box 7208, Orange, CA 92863 **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 «Total_Weeks» workweeks between June 11, 2020 and August 9, 2025; and

(b) You were employed by Defendant and worked a total of «PAGA_Pay_Periods» pay periods between June 11, 2023 and August 9, 2025.

Based on the above, your Individual Settlement Award is estimated to be «Est_Set_Amt».

(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 MARCH 16, 2026.

Exhibit B

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. 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 (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. 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
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What are the terms of the Settlement?

On December 2, 2025, 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. 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.

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

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

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

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

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$7,500.00, to compensate her for her service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$30,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or \$22,500.00 will be payable to the LWDA, and the remaining twenty-five percent (25%), or \$7,500.00, will be payable to certain Settlement 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 \$444,338.85 to be shared among an up to 565 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 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, 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, and the denominator of which is the total number of pay periods worked by all PAGA Employees during the time period of June 11, 2023 through August 9, 2025.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class Members who did not submit a valid and timely Request for Exclusion in approximately January 2027.

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

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

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

Based on the above, the Gross Settlement Amount is expected to be paid by approximately December 2026.

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

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

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) 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) failure to maintain accurate records, that occurred during the PAGA Period (collectively, “PAGA Released Claims”)

“PAGA Employees” includes all current and former non-exempt, hourly employees employed by Defendant in California at any time between June 11, 2023 and August 9, 2025. The time period of the PAGA Released Claims is from June 11, 2023 through August 9, 2025 (“PAGA Period”).

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

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

How can I claim money from the Settlement?

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

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period. The information contained in Defendant's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than August 17, 2026. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

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

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 August 17, 2026, 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 P.O. Box 7208, Orange, CA 92863. 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.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before August 17, 2026.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for September 18, 2026, at 8:30 a.m. in Department S31 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. You have the right to appear either virtually, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before August 17, 2026. All objections or other correspondence must state the name and number of the case: *Cheryl Garay v. Marna Health Services, Inc. dba Hillcrest Nursing Home*, Case No. CIVSB2419464.

For information on how to access a hearing virtually, please visit the Court's website at <https://sanbernardino.courts.ca.gov/>.

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

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on September 18, 2026, at 8:30 a.m., in Department S31 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing.**

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 garay-v-marna-health-services.phoenixcases.com.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, California 92415, during regular court hours. For more information on 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 the Court's website at <https://sanbernardino.courts.ca.gov/>, and click on "General Info", "Access Court Records", and "Obtain a Copy of File". You may also contact Class Counsel using the contact information listed above for more information.

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

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is August 17, 2026. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON DECEMBER 2, 2025.

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 P.O. Box 7208, Orange, CA 92863 **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 «Total_Weeks» workweeks between June 11, 2020 and August 9, 2025; and
- (b) You were employed by Defendant and worked a total of «PAGA_Pay_Periods» pay periods between June 11, 2023 and August 9, 2025.

Based on the above, your Individual Settlement Award is estimated to be «Est_Set_Amt».

(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 AUGUST 17, 2026.

Exhibit C



CASE ASSUMPTIONS

Class Members	460
Opt Out Rate	1%
Opt Outs Received	5
Total Class Claimants	455
Subtotal Admin Only	\$8,750.00

Not-to-Exceed Total \$8,750.00

For 460 Members

Pricing Good for Scope of Estimate Only

June 30, 2025

Case: Cheryl Garay v. Marna Health Services, Inc., Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Tiara Gose-Hardy

Firm: LIDMAN LAW, APC

Contact Number: (424) 322-4774

Email: Tgose@lidmanlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 460 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$137.02	1	\$137.02
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$175.00	2	\$350.00
Total			\$1,019.02

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	2	\$250.00
Data Merge & Duplication Scrub	\$0.25	460	\$115.00
Notice Packet & Opt-Out Form	\$1.25	460	\$575.00
Estimated Postage (up to 2 oz.)*	\$0.69	460	\$317.40
Static Website	\$250.00	1	\$250.00
Total			\$1,507.40

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



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CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$2.00	35	\$69.00
Remail Notice Packets	\$1.75	35	\$60.38
Estimated Postage	\$0.69	35	\$23.81
Programming Undeliverables	\$50.00	4	\$200.00
Total			\$573.18

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	3	\$255.00
Total			\$975.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	2	\$270.00
Disbursement Review	\$135.00	2	\$270.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$100.00	3	\$300.00
Mail Class Checks *	\$1.25	460	\$575.00
Estimated Postage	\$0.69	460	\$317.40
Total			\$2,172.40

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



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CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	2	\$200.00
Remail Undeliverable Checks (Postage Included)	\$1.50	92	\$138.00
Case Associate	\$50.00	2	\$100.00
Reconcile Uncashed Checks	\$65.00	3	\$195.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,200.00	1	\$1,200.00
Total			\$2,503.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$8,750.00



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CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.