

1 **JOINT STIPULATION**

2 **OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE**

3 This Joint Stipulation of Class Action and PAGA Settlement and Release (“Stipulation of  
4 Settlement,” “Settlement Agreement,” or “Settlement”) is made and entered into by and between  
5 Plaintiffs Djuana Shanella Hale (“Plaintiff Hale”), Shannon Gilbert (“Plaintiff Gilbert”), and  
6 George Hernandez (“Plaintiff Hernandez”), individually and on behalf of other members of the  
7 general public similarly situated and aggrieved employees (collectively, “Plaintiffs”) and  
8 Defendants Welbe Health, LLC; Welbe Health PACE, LLC; Welbe Health Bay Area PACE, LLC;  
9 WelbeHealth Inland Empire PACE, LLC; Welbe Health San Bernardino PACE, LLC; LA Coast  
10 PACE, LLC; Welbe Housecalls, LLC; Sequoia PACE, LLC; Welbe Health HC, NoCal, LLC;  
11 Welbe Health HC SoCal, LLC; and Stockton PACE, LLC (collectively, “Defendants”).

12 This Stipulation of Settlement shall be binding on Plaintiffs, Settlement Class Members (as  
13 defined herein), the State of California as to the employment of PAGA Members (as defined  
14 herein), and on: (i) Defendants; (ii) each of Defendants’ respective past, present and future parents,  
15 subsidiaries, partners, affiliates, brands, and any affiliated and/or related corporation, limited  
16 liability company, partnership, or other business entity; (iii) their past, present and future board  
17 members, directors, officers, agents, exempt employees, attorneys, insurers, members, partners,  
18 managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit  
19 plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any  
20 individual or entity which could be jointly liable with any of the foregoing (collectively, “Released  
21 Parties”).

22 THE PARTIES STIPULATE AND AGREE as follows:

23 1. Plaintiffs and Defendants are collectively referred to herein as the “Parties” and  
24 individually as “Party.”

25 2. On July 3, 2023, Plaintiff Hale provided written notice to the Labor and Workplace  
26 Development Agency (“LWDA”) of the specific provisions of the California Labor Code alleged  
27 to have been violated by Defendants (“Hale LWDA Letter”).

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1           3.       On July 5, 2023, Plaintiff Hale filed a Class Action Complaint in the action entitled  
2     *Djuana Shanella Hale v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court Case No.  
3     STK-CV-UOE-2023-0006866 (“Action”) against Welbe Health, LLC and Stockton, PACE, LLC,  
4     asserting the following causes of action: (1) Violation of California Labor Code Sections 510 and  
5     1198 (Unpaid Overtime); (2) Violation of California Labor Code Sections 1194, 1197, and 1197.1  
6     (Unpaid Minimum Wages); (3) Violation of California Labor Code Sections 226.7 and 512  
7     (Unpaid Meal Period Premiums); (4) Violation of California Labor Code Section 226.7 (Unpaid  
8     Rest Period Premiums); (5) Violation of California Labor Code Section 226(a) (Failure to Provide  
9     Accurate Wage Statements); (6) Violation of California Labor Code Sections 201, 202, and 203  
10    (Final Wages Not Timely Paid); (7) Violation of California Labor Code Sections 2800 and 2802  
11    (Failure to Reimburse Necessary Business Expenses); and (8) Violation of California Business  
12    and Professions Code Sections 17200 et seq. (Unfair and Unlawful Business Practices).

13           4.       On September 8, 2023, Plaintiff Hale filed a Complaint for Enforcement Action  
14    Under the Private Attorneys General Act, Labor Code §§ 2698 et seq. in the action entitled *Djuana*  
15    *Shanella Hale v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court Case No. STK-  
16    CV-UOE-2023-0009670 (“Hale PAGA Action”) asserting one cause of action under the Private  
17    Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 et seq. (“PAGA”).

18           5.       On October 30, 2023, Plaintiff Gilbert filed a Class Action Complaint in the action  
19    entitled *Shannon Gilbert v. LA Coast Pace, LLC, et al.*, Los Angeles County Superior Court Case  
20    No. 23STCV26547 (“Gilbert Action”) against LA Coast PACE, LLC, Welbe Health Bay Area  
21    PACE, LLC, WelbeHealth Inland Empire PACE, LLC, and Welbe Health San Bernardino PACE,  
22    LLC asserting the following causes of action: (1) Failure to Pay Minimum and Straight Time  
23    Wages (Cal. Lab. Code §§ 204, 1194, 1994.2, and 1197); (2) Failure to Pay Overtime Wages (Cal.  
24    Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);  
25    (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); (5) Failure to Timely  
26    Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6) Failure to Provide Accurate  
27    Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to Indemnify Employees for  
28    Expenditures (Cal. Lab. Code § 2802); (8) Failure to Produce Requested Employment Records

1 (Cal. Lab. Code §§ 226 and 1198.5); and (9) Unfair Business Practices (Cal. Bus. & Prof. Code  
2 §§ 17200 *et seq.*).

3 6. On November 29, 2023, Plaintiff Hernandez filed a Class Action Complaint in the  
4 action entitled *George Hernandez v. Welbe Health HC Nocal, LLC, et al.*, Stanislaus County  
5 Superior Court Case No. CV-23-007017 (“*Hernandez Action*”) against Welbe Health HC Nocal,  
6 LLC and Stockton PACE, LLC asserting the following causes of action: (1) Failure to Pay  
7 Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1994.2, and 1197); (2) Failure  
8 to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198); (3) Failure to Provide Meal Periods  
9 (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code  
10 § 226.7); (5) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (6)  
11 Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (7) Failure to  
12 Indemnify Employees for Expenditures (Cal. Lab. Code § 2802); and (8) Unfair Business Practices  
13 (Cal. Bus. & Prof. Code §§ 17200 *et seq.*)

14 7. On December 12, 2023, Plaintiff Gilbert provided written notice to the LWDA of  
15 the specific provisions of the California Labor Code alleged to have been violated by Defendants  
16 (“Gilbert LWDA Letter”). Together, the Hale LWDA Letter and the Gilbert LWDA Letter are  
17 referred to as the “LWDA Letters.”

18 8. The Parties explored settlement by exchanging pre-settlement documents and  
19 data, including a randomly selected sample of time clock and payroll data. After the pre-mediation  
20 production and assessment, on July 31, 2024, the Parties participated in private mediation before  
21 Brandon McKelvey, Esq., a well-respected mediator, and with the assistance of the mediator’s  
22 evaluations, the Parties reached an arms-length settlement of the Action, *Hale* PAGA Action,  
23 *Gilbert* Action, and *Hernandez* Action (collectively, “Actions”), which has been memorialized  
24 into this Stipulation of Settlement.

25 9. On September 18, 2024, pursuant to the settlement, Plaintiffs filed a First  
26 Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action,  
27 which added all Plaintiffs, Defendants (which includes additional defendants that were settled on  
28 in order to effectuate the terms of the settlement), and claims alleged in the *Hale* PAGA Action,

1 the *Gilbert* Action, and the *Hernandez* Action. The Operative Complaint asserts the following  
2 causes of action: (1) Violation of California Labor Code Sections 510 and 1198 (Unpaid  
3 Overtime); (2) Violation of California Labor Code Sections 1194, 1197, and 1197.1 (Unpaid  
4 Minimum Wages); (3) Violation of California Labor Code Sections 226.7 and 512 (Unpaid Meal  
5 Period Premiums); (4) Violation of California Labor Code Section 226.7 (Unpaid Rest Period  
6 Premiums); (5) Violation of California Labor Code Section 226(a) (Failure to Provide Accurate  
7 Wage Statements); (6) Violation of California Labor Code Sections 201, 202, and 203 (Final  
8 Wages Not Timely Paid); (7) Violation of California Labor Code Sections 2800 and 2802 (Failure  
9 to Reimburse Necessary Business Expenses); (8) Violation of California Labor Code Sections 226  
10 and 1198.5 (Failure to Produce Requested Employment Records); (9) Violation of California  
11 Business and Professions Code Sections 17200*et seq.* (Unfair and Unlawful Business Practices);  
12 and (10) Violation of California Labor Code Sections 2698 *et seq.* (California Labor Code Private  
13 Attorneys General Act of 2004).

14 10. The Actions have been actively litigated. There have been on-going  
15 investigations, there has been an exchange of documentation and data, and the Parties have  
16 participated in extensive settlement negotiations and private mediation. Plaintiffs have not filed a  
17 motion for class certification in the Action, nor has a date been set by the Court for the filing of  
18 such a motion.

19 11. For purposes of this Settlement, the following definitions apply (definitions  
20 contained elsewhere in this Settlement will also be effective):

21 a. “Class” or “Class Member(s)”: All current and former hourly-paid and/or  
22 non-exempt employees who worked for Defendants in the State of California at any time during  
23 the Class Period. The Class will not include any person who previously settled or released any of  
24 the claims covered by the Settlement, or any person who previously was paid or received awards  
25 through civil or administrative actions for the claims covered by the Settlement.

26 b. “Class Counsel”: Jonathan M. Genish, Miriam L. Schimmel, Joana Fang,  
27 and Alexandra Rose of Blackstone Law, APC.  
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1 c. "Class Period": April 30, 2019 through September 29, 2024, subject to  
2 Paragraph 17(c)(ix) below.

3 d. "Class Settlement": The settlement and resolution of all Released Class  
4 Claims.

5 e. "PAGA Members": All current and former hourly-paid and/or non-exempt  
6 employees who worked for Defendants in the State of California at any time during the PAGA  
7 Period.

8 f. "PAGA Period": July 3, 2023 through September 29, 2024, subject to  
9 Paragraph 17(c)(ix) below.

10 g. "PAGA Settlement": The settlement and resolution of all Released PAGA  
11 Claims.

12 h. "PAGA Workweeks": The number of weeks each PAGA Member worked  
13 for Defendants as an hourly-paid and/or non-exempt employee in California during the PAGA  
14 Period.

15 i. "Settlement Class" or "Settlement Class Member(s)": All Class Members  
16 who do not submit a timely and valid Request for Exclusion.

17 j. "Workweeks": The number of weeks each Class Member worked for  
18 Defendants as an hourly-paid and/or non-exempt employee in California during the Class Period.

19 12. Solely for purpose of settling the Action, the Parties stipulate and agree that the  
20 requisites for establishing class certification with respect to the Class have been met for Settlement  
21 purposes only. More specifically, the Parties stipulate and agree that:

22 a. The Class is ascertainable and so numerous as to make it impracticable to  
23 join all Class Members;

24 b. There are common questions of law and fact, including but not limited to  
25 the following:

26 i. Whether Defendants complied with applicable laws affecting  
27 Plaintiffs and the Class under the California Labor Code and the Wage Orders of the California  
28 Industrial Welfare Commission; and

1                   ii.       Whether Plaintiffs and the Class are entitled to alleged unpaid  
2 wages, penalties, interest, and attorneys' fees and costs.

3                   c.       Plaintiffs believe that Plaintiffs' claims are typical of the claims of the  
4 members of the Class;

5                   d.       Plaintiffs believe that Plaintiffs will fairly and adequately protect the  
6 interests of the Class, and that Class Counsel will fairly and adequately protect the interests of the  
7 Class;

8                   e.       The prosecution of separate actions by individual members of the Class  
9 would create the risk of inconsistent or varying adjudications, which would establish incompatible  
10 standards of conduct; and

11                  f.       With respect to the Class, Plaintiffs believe that questions of law and fact  
12 common to the members of the Class predominate over any questions affecting any individual  
13 member in such Class, and a class action is superior to other available means for the fair and  
14 efficient adjudication of the controversy.

15           13.       Defendants deny any liability or wrongdoing of any kind whatsoever associated  
16 with the claims alleged in the Operative Complaint, and further deny that, for any purpose other  
17 than settling the Action, the Action is appropriate for class or representative treatment. With  
18 respect to Plaintiffs' claims, Defendants contend, among other things, that they have complied  
19 with all applicable state, federal, and local laws affecting Plaintiffs and the Class.

20           14.       It is the desire of the Parties to fully, finally, and forever settle, compromise, and  
21 discharge all disputes and claims arising from the allegations and causes of action stated in the  
22 Operative Complaint.

23           15.       Class Counsel have conducted a thorough investigation into the facts of the Action  
24 and have diligently pursued an investigation of Class Members' claims against Defendants. Based  
25 on their own independent investigation and evaluation, Class Counsel are of the opinion that the  
26 Settlement with Defendants for the consideration and on the terms set forth in this Stipulation of  
27 Settlement is fair, reasonable, and adequate, and is in the best interest of the Class in light of all  
28 known facts and circumstances, including the risk of significant delay, the risk the Class will not

1 be certified by the Court, defenses asserted by Defendants, and numerous potential appellate  
2 issues. Defendants and Defendants' counsel also agree that the Settlement is fair and in the best  
3 interest of the Parties.

4 16. The Parties agree to cooperate and take all steps necessary and appropriate to  
5 consummate this Settlement and for entry of judgment in accordance with this Settlement.

6 TERMS OF SETTLEMENT

7 17. NOW THEREFORE, in consideration of the mutual covenants, promises, and  
8 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

9 a. It is agreed by and among Plaintiffs and Defendants that the Action and any  
10 claims, damages, or causes of action arising out of the Operative Complaint, which are the subject  
11 of the Action, be settled and compromised as between the Class and Defendants, subject to the  
12 terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

13 b. Effective Date: The "Effective Date" means the date when all of the  
14 following events have occurred: (i) this Stipulation of Settlement has been executed by all Parties  
15 and by counsel for Plaintiffs and Defendants; (ii) the Court has given preliminary approval to the  
16 Settlement; (iii) the Class Notice has been provided to the Class, providing them with an  
17 opportunity to opt out of or object to the Class Settlement; (iv) the Court has held a formal Final  
18 Approval Hearing and entered a Final Approval Order and Judgment certifying the Settlement  
19 Class and finally approving this Stipulation of Settlement, and without objection from the LWDA;  
20 and (v) in the event there are objections to the Class Settlement which are not later withdrawn, the  
21 later of the following events: when the period for filing any appeal, writ, or other appellate  
22 proceeding opposing the Final Approval Order and Judgment has elapsed without any appeal, writ,  
23 or other appellate proceeding having been filed; or any appeal, writ, or other appellate proceeding  
24 opposing the Final Approval Order and Judgment has been dismissed finally and conclusively with  
25 no right to pursue further remedies or relief; or any appeal, writ, or other appellate proceeding has  
26 upheld the Court's Final Approval Order and Judgment with no right to pursue further remedies  
27 or relief. In this regard, it is the intention of the Parties that the Effective Date shall not become  
28 effective until the Final Approval Order and Judgment is completely final, and there is no further

1 recourse by an appellant or objector who seeks to contest the Final Approval Order and Judgment.  
2 Except as to Defendants' rights under Paragraph 17(c)(ix) below, it is further agreed by the Parties  
3 that the Effective Date will not become effective, if Defendants are required by the Court to pay  
4 more than the total amount of the Maximum Settlement Amount (defined below) under the  
5 Settlement under any circumstances. It is further agreed by and between the Parties that the  
6 Effective Date shall not become effective, and Defendants shall not have any obligation (monetary  
7 or otherwise) under the terms of this Settlement, unless and until any objections, writs, and/or  
8 appeals, and any rights of appeal with respect to any objections or the Final Approval Order and  
9 Judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

10 c. Maximum Settlement Amount and Net Settlement Amount: To implement  
11 the terms of this Settlement, Defendants, on behalf of the Released Parties, agree to pay a  
12 maximum amount of Six Million Six Hundred Seventy-Five Thousand Dollars and Zero Cents  
13 (\$6,675,000.00) ("Maximum Settlement Amount") into a Qualified Settlement Fund ("QSF")  
14 within the meaning of Treasury Regulation Section 1.468B-1 *et seq.* to be established by the  
15 Settlement Administrator within thirty (30) calendar days after the Effective Date as defined in  
16 Paragraph 17(b) above (if final approval occurs without objectors, then the Effective Date will be  
17 the date the Court enters the Final Approval Order and Judgment, or, if there are objections to the  
18 Class Settlement, after the 60-day appeal period has expired without appeals or challenges if any  
19 objections are not withdrawn on the record at final approval). Defendants shall provide all  
20 information necessary for the Settlement Administrator to calculate necessary payroll taxes  
21 including its official name, 8-digit state unemployment insurance tax ID number, and other  
22 information requested by the Settlement Administrator, no later than thirty (30) calendar days after  
23 the Effective Date. The Maximum Settlement Amount includes the following: Individual  
24 Settlement Payments, Individual PAGA Payments, Attorneys' Fees and Costs, Enhancement  
25 Awards, Settlement Administration Costs, and LWDA Payment. The Parties agree the Maximum  
26 Settlement Amount will be fully paid out, with no residue returning to Defendants. At no time  
27 shall Defendants have the obligation to segregate the funds comprising the Maximum Settlement  
28 Amount, and Defendants shall retain exclusive authority over, and the responsibility for, those



1 funds. All Individual Settlement Payments, Individual PAGA Payments, Attorneys' Fees and  
2 Costs, Enhancement Awards, Settlement Administration Costs, and LWDA Payment will be paid  
3 out of the Maximum Settlement Amount. Except as to Paragraph 17(c)(ix) below, Defendants'  
4 aggregate liability shall not exceed the Maximum Settlement Amount, except that Defendants will  
5 pay the employers' share of the payroll taxes for the wage portion of the Individual Settlement  
6 Shares in addition to the Maximum Settlement Amount. The "Net Settlement Amount," the  
7 amount available for potential distribution to Settlement Class Members, shall be calculated by  
8 deducting from the Maximum Settlement Amount the following: (i) Attorneys' Fees and Costs;  
9 (ii) Enhancement Awards; (iii) PAGA Amount; and (iv) Settlement Administration Costs. Within  
10 five (5) business days of the funding of the Maximum Settlement Amount, the Settlement  
11 Administrator will issue the Individual Settlement Payments to Settlement Class Members,  
12 Individual PAGA Payments to PAGA Members, LWDA Payment to the LWDA, Enhancement  
13 Awards to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, and Settlement Administration  
14 Costs to itself. The Settlement Administrator shall also set aside the employer and employee-side  
15 payroll taxes, contributions, and withholdings, and timely forward these to the appropriate  
16 government authorities. Individual Settlement Payments to the Settlement Class Members, and  
17 Individual PAGA Payments to the PAGA Members, will be calculated by the Settlement  
18 Administrator as set forth below.

19 i. Individual Settlement Share Calculations: Each Class Member's *pro*  
20 *rata* share of the Net Settlement Amount ("Individual Settlement Share") will be calculated and  
21 apportioned from the Net Settlement Amount based on the Class Member's number of  
22 Workweeks, as follows:

23 a. After preliminary approval, the Settlement Administrator  
24 will divide the Net Settlement Amount by the Workweeks of all Class Members to yield the  
25 "Estimated Workweek Value," and multiply each Class Member's individual Workweeks by the  
26 Estimated Workweek Value to yield each Class Member's estimated Individual Settlement Share  
27 that each Class Member may be entitled to receive under the Class Settlement.

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1                   b.     After final approval, the Settlement Administrator will  
2 divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members to  
3 yield the “Final Workweek Value,” and multiply each Settlement Class Member’s individual  
4 Workweeks by the Final Workweek Value to each Settlement Class Member’s final Individual  
5 Settlement Share. Defendants shall provide the Settlement Administrator with the Class Member  
6 Information, including Defendants’ timekeeping records and other relevant data and information  
7 so that the Settlement Administrator may calculate the number of Workweeks worked by all Class  
8 Members during the Class Period. In order to be counted as a Workweek, the Class Member must  
9 have worked at least one day in that week. No claim form shall be required for Settlement Class  
10 Members to be issued their “Individual Settlement Payment” (i.e., payment of their Individual  
11 Settlement Share net of the employee’s share of taxes and withholdings).

12                   ii.     Individual PAGA Payment Calculations: Each PAGA Member’s  
13 *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”) will be calculated  
14 and apportioned from the PAGA Member Amount based on the PAGA Member’s number of  
15 PAGA Workweeks, as follows: The Settlement Administrator will divide the PAGA Member  
16 Amount, i.e., 25% of the PAGA Amount, by the PAGA Workweeks of all PAGA Members to  
17 yield the “PAGA Workweek Value,” and multiply each PAGA Member’s individual PAGA  
18 Workweeks by the PAGA Workweek Value to yield each PAGA Member’s Individual PAGA  
19 Payment. The Settlement Administrator will calculate the number of PAGA Workweeks worked  
20 by PAGA Members during the PAGA Period. In order to be counted as a PAGA Workweek, the  
21 PAGA Member must have worked at least one day in that week. The Settlement Administrator  
22 shall refer to the timekeeping records and other relevant information provided by Defendants for  
23 purposes of the Settlement Administrator’s calculation of PAGA Workweeks worked by PAGA  
24 Members. No claim form shall be required for PAGA Members to be issued their Individual PAGA  
25 Payment.

26                   iii.     Allocation of Settlement Awards: The Parties have agreed, that  
27 Individual Settlement Shares payable to eligible Class Members will be allocated from the Net  
28 Settlement Amount and paid as follows: one-third (1/3) will be allocated to alleged unpaid wages

1 for which IRS Forms W-2 will be issued; and two-thirds (2/3) will be allocated to alleged unpaid  
2 penalties, interest, and non-wage damages for which IRS Forms 1099-MISC will be issued (if  
3 applicable). The Settlement Administrator will withhold the employee's share of taxes and  
4 withholdings with respect to the wages portion of the Individual Settlement Shares, and issue  
5 checks to Settlement Class Members for their Individual Settlement Payments. The employers'  
6 share of taxes and withholdings on the wage portions of the Individual Settlement Shares will be  
7 paid separately and in addition to the Maximum Settlement Amount. Each Individual PAGA  
8 Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS  
9 Form 1099-MISC (if applicable) by the Settlement Administrator.

10 iv. Settlement and PAGA Awards Do Not Trigger Additional Benefits:

11 All payments made under the Settlement shall be deemed to be paid to the payee solely in the year  
12 in which such payments actually are issued to the payee. It is expressly understood and agreed that  
13 the payments made under this Settlement shall not entitle any Settlement Class Member or PAGA  
14 Member to additional compensation or benefits under any company bonus, contest, or other  
15 compensation or benefit plan or agreement in place during the Class Period, nor will it entitle any  
16 Settlement Class Member or PAGA Member to any increased retirement, 401(k) benefits or  
17 matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the  
18 payments provided for in this Settlement Agreement are the sole payments to be made by  
19 Defendants to the Settlement Class Members and the PAGA Members in connection with this  
20 Settlement, and that the Settlement Class Members and PAGA Members are not entitled to any  
21 new or additional compensation or benefits as a result of having received payments under this  
22 Settlement (notwithstanding any contrary language or agreement in any benefit or compensation  
23 plan document that might have been in effect during the Class Period).

24 v. PAGA Amount: Subject to Court approval, the Parties have agreed  
25 to allocate Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) of the Maximum  
26 Settlement Amount to resolve Plaintiffs' representative claims under PAGA ("PAGA Amount").  
27 Seventy-five percent (75%) of this amount, or in other words \$300,000.00, will be paid out of the  
28 Maximum Settlement Amount to the LWDA ("LWDA Payment"), and the remaining twenty-five

1 percent (25%), or in other words \$100,000.00, will be paid to the PAGA Members (“PAGA  
2 Member Amount”) on a *pro rata* basis, based on the total number of PAGA Workweeks worked  
3 by each PAGA Member during the PAGA Period (i.e., the Individual PAGA Payments).

4 vi. Attorneys’ Fees and Costs: Defendants agree not to oppose or  
5 impede any application or motion by Class Counsel for attorneys’ fees in the amount up to thirty-  
6 five percent (35%) of the Maximum Settlement Amount (i.e., \$2,336,250.00 if the Maximum  
7 Settlement Amount is \$6,675,000.00) and reimbursement of actual litigation costs and expenses  
8 in an amount not to exceed Twenty-Two Thousand Dollars and Zero Cents (\$22,000.00), both of  
9 which will be paid from the Maximum Settlement Amount and subject to Court approval (together,  
10 “Attorneys’ Fees and Costs”). These amounts will cover any and all work performed and any and  
11 all costs incurred by Class Counsel in connection with the litigation of the Actions, including  
12 without limitation all work performed and costs incurred to date, and all work to be performed and  
13 all costs to be incurred in connection with obtaining the Court’s approval of this Settlement  
14 Agreement, including any objections raised and any appeals necessitated by those objections. The  
15 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys’ Fees  
16 and Costs. Any portion of the requested Attorneys’ Fees and Costs that is not awarded by the Court  
17 to Class Counsel shall be reallocated to the Net Settlement Amount for the benefit of the Settlement  
18 Class Members.

19 vii. Enhancement Awards: The Parties agree to the designation of  
20 Plaintiffs as “Class Representatives.” Subject to Court approval, and subject to Plaintiffs’  
21 execution of general releases of all claims under California Code of Civil Procedure section 1542,  
22 Defendants agree not to oppose or impede any application or motion by Plaintiffs for  
23 (“Enhancement Awards”) not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) each  
24 (total, \$30,000.00) to Plaintiffs. The Enhancement Awards paid to the Class Representatives are  
25 subject to Court approval, and are in addition to any Individual Settlement Payment and/or  
26 Individual PAGA Payment to which the Class Representatives are entitled under this Stipulation  
27 of Settlement. The Enhancement Awards are to be part of, and to be deducted from, the Maximum  
28 Settlement Amount. The Settlement Administrator will issue an IRS Form 1099 for the

1 Enhancement Awards to Plaintiffs, and Plaintiffs will be responsible for correctly characterizing  
2 this compensation for tax purposes and for paying any taxes on the amounts received. Any portion  
3 of the requested Enhancement Awards that is not awarded by the Court to the Class  
4 Representatives shall be reallocated to the Net Settlement Amount for the benefit of the Settlement  
5 Class Members.

6                               viii. Settlement Administration Costs: The Parties have mutually agreed  
7 to ILYM Group, Inc. (“Settlement Administrator”) to administer the Settlement. The Parties and  
8 their counsel each represent that they do not have any financial interest in the Settlement  
9 Administrator or otherwise have a relationship with the Settlement Administrator that could create  
10 a conflict of interest. The Settlement Administrator will be paid for the reasonable costs of  
11 administration of the Settlement and distribution of payments under the Settlement, which is  
12 currently not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (“Settlement  
13 Administration Costs”). These costs, which will be paid from the Maximum Settlement Amount,  
14 are subject to Court approval. To the extent the actual Settlement Administrator’s costs are greater  
15 than the estimated amount stated herein, such excess amount will be deducted from the Maximum  
16 Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated,  
17 and/or awarded Settlement Administration Costs which are not in fact required to fulfill payment  
18 to the Settlement Administrator to undertake the required settlement administration duties shall be  
19 reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.

20                               ix. Escalator Clause: Defendants represented that the Class Members  
21 worked 116,144 workweeks from April 30, 2019 to July 31, 2024. The Parties further agree that  
22 if the total number of workweeks from April 30, 2019 to September 29, 2024 increases by more  
23 than ten percent (10%) above 116,144 workweeks (i.e., to greater than 127,758 workweeks), then  
24 the Maximum Settlement Amount will increase by the proportional amount for the percentage of  
25 workweeks above ten percent (10%) (i.e., by the percentage of workweeks above 127,758  
26 workweeks). Additionally, Defendants have the option to end the Class Period and PAGA Period  
27 on the date the Court grants preliminary approval of the Settlement, however, should Defendants  
28 choose this option, Defendants agree that the Maximum Settlement Amount will increase by the

1 proportional amount for the percentage of workweeks above the number of workweeks that existed  
2 as of September 29, 2024. Defendants must make such election within five (5) business days after  
3 the Settlement Administrator first provides the Parties with the number of total workweeks that  
4 existed on the date the Court grants preliminary approval of the Settlement.

5 d. Right to Rescission: If more than seven and one-half percent (7.5%) of the  
6 Class opts out of the Class Settlement by submitting valid and timely Requests for Exclusion as  
7 set forth in the Notice of Proposed Class Action and PAGA Settlement, and Hearing Date for Final  
8 Court Approval of Settlement (“Class Notice”), Defendants shall have the right (but need not) in  
9 their sole discretion to rescind and void the Settlement, before final approval by the Court, by  
10 providing written notice to Class Counsel no later than twenty-one (21) calendar days after the  
11 Response Deadline. If Defendants exercise this option, Defendants shall pay any costs of  
12 settlement administration incurred up to that date, but not to include Class Counsel’s fees and  
13 costs.

#### 14 SETTLEMENT ADMINISTRATION

15 18. The Settlement Administrator shall be mutually agreed upon by the Parties to  
16 perform the customary duties of the Settlement Administrator, subject to Court approval. The  
17 Settlement Administrator will mail the Class Notice to all Class Members and PAGA Members.  
18 Defendants shall provide the Settlement Administrator with Class Member Information and other  
19 relevant data and information, including Defendants’ timekeeping records, so that the Settlement  
20 Administrator may conduct its duties, such as resolving Workweeks Disputes, if necessary. Upon  
21 receipt of funds from Defendants, the Settlement Administrator will issue and send out Individual  
22 Settlement Payment checks to Settlement Class Members and Individual PAGA Payment checks  
23 to PAGA Members. All disputes relating to the Settlement Administrator’s performance of its  
24 duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the  
25 terms and conditions of this Stipulation of Settlement until all payments and obligations  
26 contemplated by this Stipulation of Settlement have been fully carried out. The Settlement  
27 Administrator shall create and maintain a webpage, which will include links to the Settlement  
28 Agreement, Class Notice, Preliminary Approval Order, and Final Approval Order and Judgment

1 as they become available, until the Effective Date, unless otherwise agreed upon in this Settlement  
2 Agreement. The website shall also include links to any other documents or information the  
3 Settlement Administrator deems necessary to perform its duties.

4 a. Reports by the Settlement Administrator. The Settlement Administrator  
5 shall provide weekly reports to counsel for the Parties providing: (a) the number of undeliverable  
6 and re-mailed Class Notices; (ii) the number of Class Members who have submitted Workweeks  
7 Disputes; (iii) the number of Class Members who have submitted Requests for Exclusion; and (iv)  
8 the number of Settlement Class Members who have submitted Notices of Objection. Additionally,  
9 the Settlement Administrator will provide to counsel for the Parties any updated reports regarding  
10 the administration of the Settlement Agreement as needed or requested, and immediately notify  
11 the Parties when it receives a request from an individual or any other entity regarding inclusion in  
12 the Class and/or Settlement or regarding a Workweeks Dispute.

13 b. Certification of Completion. Upon completion of administration of the  
14 Settlement, the Settlement Administrator will provide a written declaration under oath to certify  
15 such completion to the Court and counsel for all Parties.

#### 16 NOTICE TO THE CLASS

17 19. The Class Notice shall be jointly drafted by the Parties, and as approved by the  
18 Court, shall be sent by the Settlement Administrator to the Class Members and PAGA Members  
19 by First Class U.S. Mail. The Class Notice shall be substantially in the form identified as **Exhibit**  
20 **1** to this Settlement.

21 20. The Parties agree Defendants will provide the Settlement Administrator with  
22 relevant data and information, including timekeeping records, of Class Members and PAGA  
23 Members, including a complete list containing the following information for each Class Member  
24 and PAGA Member: full name, last-known address, last known telephone number, Social Security  
25 number, dates worked from April 30, 2019 through September 29, 2024, dates worked from July  
26 3, 2023 through September 29, 2024 (if applicable), and dates worked from April 30, 2019 through  
27 the date on which the Court grants preliminary approval of the Settlement (“Class Member  
28 Information”) within fourteen (14) calendar days after the Court grants preliminary approval of

1 the Settlement. The Parties agree the Class Members' and PAGA Members' contact information  
2 and Social Security Numbers will be used only by the Settlement Administrator for the sole  
3 purpose of effectuating the Settlement and will not be provided to Class Counsel at any time or in  
4 any form. The Settlement Administrator shall take reasonable steps to protect the confidential and  
5 private information of the Class Members and PAGA Members. To the extent Class Counsel  
6 possesses or comes to possess the contact information and/or Social Security Numbers from the  
7 Settlement Administrator, Class Counsel shall return all such information (including copies and  
8 data or information derived therefrom) within seven (7) calendar days from the date the Court  
9 finally approves the Settlement, shall destroy all copies in any form of such information, and shall  
10 not retain, maintain, or use such information for any purpose. The information provided for above  
11 shall be based on Defendants' payroll and other business records and in a format acceptable to the  
12 Settlement Administrator. Defendants agree to consult with the Settlement Administrator prior to  
13 the production date to ensure that the format will be acceptable to the Settlement Administrator.  
14 The information will need to be provided to the Settlement Administrator by reasonable security  
15 measures and reasonably secure technology.

16         21. Within seven (7) calendar days after the Settlement Administrator receives the  
17 Class Member Information, the Settlement Administrator will mail the Class Notice to Class  
18 Members and PAGA Members.

19             a. Class Notices returned to the Settlement Administrator as non-delivered  
20 shall be resent promptly to the forwarding address, if any, on the returned envelope. If there is no  
21 forwarding address, the Settlement Administrator will do a National Change of Address Database  
22 check or skip-trace and re-mail the Class Notices within three (3) business days of receipt using  
23 the Class Member's name, address, and/or Social Security Number; this search will be performed  
24 only once per Class Member by the Settlement Administrator. Upon completion of these steps by  
25 the Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to  
26 have satisfied their obligations to provide the Class Notice to the affected member of the Class. If  
27 the affected member of the Class did not receive a Class Notice and did not submit a timely and  
28 valid Request for Exclusion, then the affected member of the Class shall be a member of the



1 Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the  
2 Court's Final Approval Order and Judgment.

3 b. The Class Notice shall also identify the procedures for opting out of or  
4 objecting to the Class Settlement.

5 c. Class Counsel shall provide to the Court, at least sixteen (16) court days  
6 before the Final Approval Hearing, a declaration by the Settlement Administrator of due diligence  
7 and proof of mailing with regard to the mailing of the Class Notice.

#### 8 ADMINISTRATION PROCESS

9 22. The Class Members will have forty-five (45) calendar days from the date of the  
10 initial mailing of the Class Notice to submit Requests for Exclusion, Notices of Objection, and/or  
11 Workweeks Dispute ("Response Deadline"), unless the 45th day falls on a Sunday or Federal  
12 holiday, in which case the Response Deadline will be extended to the next day on which the United  
13 States Postal service is open. In the event that a Class Notice is re-mailed to a Class Member, the  
14 Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the  
15 original Response Deadline.

16 23. The Settlement Administrator shall mail Individual Settlement Payments to  
17 Settlement Class Members and Individual PAGA Payments to PAGA Members by way of check.  
18 When issuing payments, the Settlement Administrator may combine the Individual Settlement  
19 Payment and Individual PAGA Payment into one check if the intended recipient for both payments  
20 is one individual. Individual Settlement Payment checks and Individual PAGA Payment checks  
21 shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their  
22 issuance, and thereafter, shall be canceled. The Parties agree the Settlement Administrator will  
23 send one (1) reminder postcard to all Settlement Class Members and PAGA Members who have  
24 not cashed their Individual Settlement Payment or Individual PAGA Payment check within thirty  
25 (30) calendar days prior to the 180-day deadline. The checks provided to Settlement Class  
26 Members and PAGA Members shall prominently state the expiration date or a statement that the  
27 checks will expire in one hundred eighty (180) calendar days. Expired Individual Settlement  
28 Payments and Individual PAGA Payment checks will not be reissued, except for good cause and

1 as mutually agreed by the Parties in writing as long as the Settlement Administrator has not  
2 transmitted the funds to the *cy pres*. Any residue from canceled Individual Settlement Payment  
3 and/or Individual PAGA Payment checks will be transmitted by the Settlement Administrator after  
4 the one hundred eighty (180)-calendar day check cashing period expires to California Rural Legal  
5 Assistance, Inc. (the proposed *cy pres*) pursuant to California Code of Civil Procedure section  
6 384(b). The Parties and their counsel each represent that they do not have any financial interest in,  
7 or otherwise have a relationship with, the proposed *cy pres* recipient that could create a conflict of  
8 interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings  
9 and reporting required under applicable local, state, and federal tax laws that are necessitated due  
10 to the cancelation of any Individual Settlement Payment and/or Individual PAGA Payment checks.  
11 To the extent that the Settlement Administrator is able to obtain or receive the return or refund of  
12 the amounts that were transmitted to taxing authorities for the employees' share of taxes,  
13 contributions, and/or withholding associated with canceled Individual Settlement Payments, all  
14 such amounts shall also be transmitted to California Rural Legal Assistance, Inc. Settlement Class  
15 Members whose Individual Settlement Payment checks are canceled shall, nevertheless, be bound  
16 by the Class Settlement, and PAGA Employees whose Individual PAGA Payment checks are  
17 canceled shall, nevertheless, be bound by the PAGA Settlement. Prior to issuing the Individual  
18 Settlement Payment and Individual PAGA Payment checks and upon completion of its calculation  
19 of payments, the Settlement Administrator shall provide the Parties with a report listing the amount  
20 of all payments to be made to each Settlement Class Member and PAGA Member. Proof of  
21 compliance with the Court's Final Approval Order and Judgment will be provided to counsel for  
22 the Parties by the Settlement Administrator within twenty-one (21) calendar days after all payment  
23 obligations and the check cashing deadline has passed.

24 REQUESTS FOR EXCLUSIONS, NOTICES OF  
25 OBJECTION, AND WORKWEEKS DISPUTES

26 24. Disputes Regarding Workweeks and/or PAGA Workweeks. Class Members and  
27 PAGA Members will have an opportunity to dispute the number of Workweeks and/or PAGA  
28 Workweeks to which they have been credited, as reflected in their respective Class Notices, by

1 submitting a timely and valid letter (“Workweeks Dispute”) to the Settlement Administrator. A  
2 Workweeks Dispute must: (a) contain the case name and number of the Action; (b) contain the  
3 Class Member or PAGA Member’s full name, signature, address, telephone number, and the last  
4 four (4) digits of the Class Member or PAGA Member’s Social Security number; (c) clearly state  
5 that the Class Member or PAGA Member disputes the number of Workweeks and/or PAGA  
6 Workweeks credited to the Class Member or PAGA Member and what the Class Member or  
7 PAGA Member contends is the correct number; and (d) be returned by mail to the Settlement  
8 Administrator at the specified address, postmarked on or before the Response Deadline. The date  
9 of the postmark on the return mailing envelope will be the exclusive means to determine whether  
10 a Workweeks Dispute has been timely submitted. The Settlement Administrator’s calculation of  
11 the number of Workweeks and PAGA Workweeks will be presumed to be correct unless a  
12 particular Class Member or PAGA Member proves otherwise to the Settlement Administrator by  
13 credible written evidence. The Settlement Administrator shall refer to the timekeeping records and  
14 other relevant information provided by Defendants for resolution of any Workweeks Dispute by a  
15 particular Class Member or PAGA Member. All Workweeks Disputes will be resolved and  
16 decided by the Settlement Administrator, and the Settlement Administrator’s decision on all  
17 Workweeks Disputes will be final and non-appealable.

18 25. Opting Out of the Class Settlement. For those Class Members who do not wish to  
19 participate in the Class Settlement, such Class Members may exclude themselves by submitting a  
20 timely and valid written letter (“Request for Exclusion”) to the Settlement Administrator. A  
21 Request for Exclusion must: (a) contain the case name and number of the Action; (b) contain the  
22 Class Member’s full name, signature, address, telephone number, and last four (4) digits of the  
23 Class Member’s Social Security number; (c) clearly state that the Class Member does not wish to  
24 be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at  
25 the specified address, postmarked on or before the Response Deadline. The date of the postmark  
26 on the return mailing envelope will be the exclusive means to determine whether a Request for  
27 Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class  
28 Counsel and Defendants’ counsel the number of timely and valid Requests for Exclusion that are

submitted, and also identify the individuals who have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Any Class Member who submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will not be issued an Individual Settlement Payment. Any Class Member who submits a timely and valid Request for Exclusion will not be allowed to object to the terms of the Class Settlement. Any Class Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants final approval to the Settlement. Notwithstanding the above, all PAGA Members will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

26. Objecting to the Class Settlement. Settlement Class Members can object to the terms of the Class Settlement by submitting a timely and complete written objection (“Notice of Objection”) to the Settlement Administrator. A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain the objector’s full name, signature, address, telephone number, and the last four (4) digits of the objector’s Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a Notice of Objection has been timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants’ counsel the number of Notices of Objection that are submitted (specifying which ones were timely and complete and which were not), and also attach them to a declaration that is to be filed with the Court in advance of the Final Approval Hearing. Notwithstanding the above, Settlement Class Members may appear at the Final Approval Hearing, either in person or through his/her/their own counsel, and object to the Class Settlement and any of its terms orally without submitting a prior written Notice of

1 Objection in the manner and by the deadline specified above. If the Court rejects the objection, the  
2 individual will be bound by the terms of the Settlement.

### 3 RELEASES

4 27. Class Settlement Release. Upon the Effective Date and full funding of the  
5 Maximum Settlement Amount, Plaintiffs and all Settlement Class Members fully release and  
6 discharge the Released Parties from all claims under state, federal, and local law that were or could  
7 have been reasonably asserted based on the facts and allegations made in the Operative Complaint,  
8 arising during the Class Period, including, claims arising under California Labor Code sections  
9 201, 202, 203, 204, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,  
10 2800, and 2802, California Industrial Welfare Commission Wage Orders, California Code of  
11 Regulations, Civil Code section 1021.5, and all claims for or related to Defendants' alleged failure  
12 to pay minimum, overtime, or double time wages, properly calculate the regular rate of pay, timely  
13 pay wages at separation, reimburse necessary business expenses, provide accurate wage  
14 statements, pay for all hours worked due to rounding of employee timekeeping records,  
15 keep adequate time records, provide meal periods and meal period premiums, and provide rest  
16 periods and rest period premiums, claims for unfair competition, unfair business practices,  
17 unlawful business practices, and fraudulent business practices in violation of California  
18 Business and Professions Code sections 17200 *et seq.*, and claims for declaratory relief,  
19 statutory penalties, interest, attorneys' fees and costs, as well as all other claims and  
20 allegations alleged in the Operative Complaint (collectively, "Released Class Claims").  
21 Expressly excluded from the Released Class Claims are claims for retaliation, discrimination,  
22 unemployment insurance, disability, workers compensation, and claims outside the Class Period.

23 28. PAGA Settlement Release. Upon the Effective Date and full funding of the  
24 Maximum Settlement Amount, Plaintiffs, the State of California with respect to all PAGA  
25 Members, and all PAGA Members fully release and discharge the Released Parties from all claims  
26 for civil penalties under PAGA that were or could have been reasonably asserted based on the facts  
27 and allegations made in the Operative Complaint and/or LWDA Letters, arising during the PAGA  
28 Period, including claims arising under California Labor Code sections 98.6, 201, 201.3, 202, 203,

204, 210, 216, 223, 225.5, 226, 226.7, 227.3, 232, 233, 234, 245-248.5, 246, 247.5, 248.2, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698 *et seq.*, 2800, 2802, 2810.5, 3366, 3457, 6401, and 8397.4, as alleged in the Operative Complaint and/or the LDWA Letters, and the California Industrial Welfare Commission Wage Orders based on the facts alleged in the Operative Complaint and/or the LWDA Letters (collectively, “Released PAGA Claims”).

29. Plaintiffs’ General Release. Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs agree to generally release the Released Parties from any and all claims, whether known or unknown, under all federal, state, and local statutes, and federal and state common law (including but not limited to those for contract, tort, and equity), except for workers’ compensation claims and claims that cannot be released hereunder by law. Plaintiffs acknowledge the language of Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Plaintiffs expressly waive the protection of Section 1542. Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs’ intention to settle fully and release all of the claims, except for workers’ compensation claims and claims that cannot be released hereunder by law, Plaintiffs now have against the Released Parties, whether known or unknown, suspected or unsuspected. This release covers claims up to the date of execution of the Settlement.

#### DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL

30. To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery shall be stayed pending Court approval of the Settlement. Class Counsel agrees to notify the Court of the Settlement through a Notice of Settlement, and to request that all current Court deadlines be continued pending Court approval of the Settlement. Plaintiffs shall promptly submit this Stipulation of Settlement to the San Joaquin County Superior Court in support of Plaintiffs’ motion for preliminary approval and determination by the Court as to its fairness, adequacy, and

1 reasonableness. Plaintiffs agree to provide Defendants the opportunity to review, and to approve  
2 before filing, Plaintiffs' motion for preliminary approval. Before or at the same time Plaintiffs  
3 submit this Stipulation of Settlement to the San Joaquin County Superior Court, Plaintiffs agree to  
4 submit a copy of this Stipulation of Settlement to the LWDA. By way of the motion for preliminary  
5 approval, Plaintiffs shall apply to the Court for the entry of an order preliminarily approving the  
6 Settlement ("Preliminary Approval Order") in a form that is mutually agreeable between the  
7 Parties and also provides for the following:

- 8 a. Granting preliminary approval of the Settlement;
- 9 b. Conditionally certifying the Class for settlement purposes only;
- 10 c. Preliminarily appointing Plaintiffs as the Class Representatives;
- 11 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 12 e. Approving as to form and content the proposed Class Notice and directing  
13 its mailing by First Class U.S. Mail;
- 14 f. Approving the manner and method for Class Members to request exclusion  
15 from and object to the Class Settlement as contained herein and within the Class Notice;
- 16 g. Scheduling a Final Approval Hearing at which the Court will determine  
17 whether final approval of the proposed Settlement should be granted.

18 The Preliminary Approval Order shall be substantially in the form identified as  
19 **Exhibit 2** to this Stipulation of Settlement.

#### 20 DUTIES OF THE PARTIES FOR FINAL APPROVAL

21 31. Plaintiffs and Class Counsel will be responsible for drafting the motion seeking  
22 final approval of the Settlement. Plaintiffs agree to provide said motion to Defendants for the  
23 opportunity to review and to approve before filing. By way of said motion, Class Counsel agrees  
24 to submit a proposed final approval order and judgment ("Final Approval Order and Judgment")  
25 mutually agreeable between the Parties, and substantially in the form identified as **Exhibit 3** to  
26 this Stipulation of Settlement, that provides for the following:

- 27 a. Approving the Settlement, adjudging the terms thereof to be fair,  
28 reasonable, and adequate, and directing consummation of its terms and provisions;

- 1                   b.     Certifying of the Settlement Class;
- 2                   c.     Approving the application for the Attorneys' Fees and Costs to Class
- 3 Counsel;
- 4                   d.     Approving the application for the Enhancement Awards to the Class
- 5 Representatives;
- 6                   e.     Directing Defendants to fund all amounts due under the Settlement and
- 7 ordered by the Court; and
- 8                   f.     Entering judgment in the Action, while maintaining continuing jurisdiction,
- 9 in accordance with Rule 3.769(h) of the California Rules of Court and the Settlement Agreement.

10                   FINAL APPROVAL ORDER AND JUDGMENT

11           32.     The Parties shall provide the Settlement Administrator with a copy of the Final

12 Approval Order and Judgment once it is entered by the Court, and the Settlement Administrator

13 shall post the Final Approval Order and Judgment on its website for sixty (60) calendar days. No

14 individualized notice of the Final Approval Order and Judgment to the Class will be required.

15                   INTERIM STAY OF PROCEEDINGS

16           33.     The Parties agree to hold in abeyance all proceedings in the Action (including with

17 respect to California Code of Civil Procedure § 583.310), except such proceedings necessary to

18 implement and complete this Settlement Agreement, pending the Final Approval Hearing to be

19 conducted by the Court.

20                   CALIFORNIA LAW GOVERNS

21           34.     All terms of this Settlement Agreement and attached exhibits hereto will be

22 governed by and interpreted according to the laws of the State of California.

23                   PARTIES' AUTHORITY

24           35.     The signatories hereto hereby represent that they are fully authorized to enter into

25 this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

26                   MUTUAL FULL COOPERATION

27           36.     The Parties agree to fully cooperate with each other to accomplish the terms of this

28 Stipulation of Settlement, including but not limited to execution of such documents and taking



1 such other action as reasonably may be necessary to implement the terms of this Stipulation of  
2 Settlement. The Parties shall use their best efforts, including all efforts contemplated by this  
3 Stipulation of Settlement and any other efforts that may become necessary by order of the Court,  
4 or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as  
5 practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the  
6 assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the  
7 Court's final approval of this Stipulation of Settlement.

8 37. The Parties and their respective counsel agree that they will not attempt to  
9 encourage or discourage Class Members from submitting Requests for Exclusion. Additionally,  
10 the Parties and their respective counsel agree that they will not attempt to encourage or discourage  
11 Settlement Class Members to object to the Class Settlement or appeal from the Final Approval  
12 Order and Judgment

#### 13 NO PRIOR ASSIGNMENTS

14 38. The Parties and their counsel represent, covenant, and warrant that they have not,  
15 directly or indirectly, assigned, transferred or encumbered, or purported to assign, transfer, or  
16 encumber, to any person or entity any portion of any liability, claim, demand, action, cause of  
17 action, or right herein released and discharged except as set forth herein.

#### 18 NO ADMISSION

19 39. Nothing contained herein, nor the consummation of this Stipulation of Settlement,  
20 is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on  
21 the part of Defendants. Each of the Parties hereto has entered into this Stipulation of Settlement  
22 solely with the intention to avoid further disputes and litigation with the attendant inconvenience  
23 and expenses.

#### 24 ENFORCEMENT ACTIONS

25 40. The Parties agree that the San Joaquin County Superior Court shall retain  
26 jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure  
27 section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes  
28 any legal action or other proceeding against any other Party or Parties to enforce the provisions of

1 this Stipulation of Settlement or to declare rights or obligations under this Stipulation of  
2 Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party  
3 or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees, incurred  
4 in connection with any enforcement actions.

5 NOTICES

6 41. Unless otherwise specifically provided herein, all notices, demands, or other  
7 communications given hereunder shall be in writing and shall be deemed to have been duly given  
8 as of the third (3rd) business day after mailing by United States registered or certified mail, return  
9 receipt requested, or the day sent by email or messenger, addressed as follows:

10 **To Plaintiffs and the Class:**

11 Miriam L. Schimmel, Esq.  
12 mschimmel@blackstonepc.com  
13 Joana Fang, Esq.  
14 jfang@blackstonepc.com  
15 Alexandra Rose, Esq.  
16 arose@blackstonepc.com  
BLACKSTONE LAW, APC  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211

**To Defendants:**

Veronica T. Hunter, Esq.  
Veronica.hunter@jacksonlewis.com  
Samuel J. Maselli, Esq.  
Samuel.maselli@jacksonlewis.com  
JACKSON LEWIS P.C.  
400 Capitol Mall, Suite 1600  
Sacramento, California 95814

17 NO PUBLIC COMMENT

18 42. The Class Representatives and Class Counsel will not make any public disclosure  
19 of the terms of the Settlement, except through Court filings to preliminary and finally approve the  
20 Settlement. Class Counsel will take all steps necessary to ensure that the Class Representatives are  
21 aware of, and will ensure that the Class Representatives adhere to, the restriction against any public  
22 disclosure of the Settlement. Following preliminary approval of the Settlement, the Class  
23 Representatives and Class Counsel will not initiate any communications (directly or indirectly)  
24 with the media regarding the Action. Notwithstanding the foregoing, the Class Representatives  
25 and Class Counsel may, in response to a communication initiated by the media, direct the inquiring  
26 media member to the public records of the Action on file with the Court. Notwithstanding the  
27 foregoing, the Class Representatives and Class Counsel may tell the public in general that the  
28 claims "have been resolved by the Parties." Class Counsel will take all steps reasonably necessary

1 to ensure that the Class Representatives are aware of, and will ensure that they will adhere to, the  
2 restriction against any media comment on the Settlement and its terms. Nothing herein will restrict  
3 Class Counsel from including publicly available information regarding this Settlement in future  
4 judicial submissions regarding Class Counsel's qualifications and experience. Furthermore,  
5 Plaintiffs and Class Counsel will undertake any and all disclosures required to be made to the  
6 LWDA in conformity with PAGA.

#### 7 CONSTRUCTION

8 43. The Parties hereto agree that the terms and conditions of this Stipulation of  
9 Settlement are the result of arms-length negotiations and private mediation between the Parties  
10 and this Stipulation of Settlement shall not be construed in favor of or against any Party by  
11 reason of the extent to which any Party or his, her, their, or its counsel participated in the drafting  
12 of this Stipulation of Settlement.

#### 13 CAPTIONS AND INTERPRETATIONS

14 44. Paragraph titles or captions contained herein are inserted as a matter of convenience  
15 and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of  
16 Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not  
17 merely a recital.

#### 18 MODIFICATION

19 45. This Stipulation of Settlement may not be changed, altered, or modified, except in  
20 writing and signed by counsel for the Parties hereto and approved by the Court. This Stipulation  
21 of Settlement may not be discharged except by performance in accordance with its terms or by  
22 a writing signed by the Parties hereto.

#### 23 INTEGRATION CLAUSE

24 46. This Stipulation of Settlement contains the entire agreement between the Parties  
25 relating to the Settlement, and all prior or contemporaneous agreements, understandings,  
26 representations, and statements, whether oral or written and whether by a Party or such Party's  
27 legal counsel, are merged herein.

28 ///

1 BINDING ON ASSIGNS

2 47. This Stipulation of Settlement shall be binding upon and inure to the benefit of the  
3 Parties and the Released Parties hereto, and their respective heirs, trustees, executors,  
4 administrators, successors, and assigns.

5 CLASS MEMBER SIGNATORIES

6 48. It is agreed that because the Class Members and PAGA Members are so numerous,  
7 it is impossible or impractical to have Class Members and PAGA Members execute this Stipulation  
8 of Settlement. The Class Notice will advise all Class Members and PAGA Members of the binding  
9 nature of the releases, and the releases shall have the same force and effect as if this Stipulation of  
10 Settlement were executed by each Class Members and PAGA Member.

11 COUNTERPARTS

12 49. This Stipulation of Settlement may be executed in counterparts and by facsimile  
13 signatures, and when each Party has signed and delivered at least one such counterpart, each  
14 counterpart, including e-mail and .PDF versions, shall be deemed an original and, when taken  
15 together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon  
16 and effective as to all Parties.

17 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this  
18 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiffs and  
19 Defendants as of the date(s) set forth below:

20 Dated: November <sup>21</sup>\_\_\_\_, 2024

**PLAINTIFF DJUANA SHANELLA HALE:**

21  
22 By:   
23 Plaintiff and Class Representative

24  
25 Dated: November \_\_\_\_, 2024

**PLAINTIFF SHANNON GILBERT:**

26  
27 By: \_\_\_\_\_  
28 Plaintiff and Class Representative

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**PLAINTIFF DJUANA SHANELLA HALE:**

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2325  
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**PLAINTIFF SHANNON GILBERT:**

27  
28

Dated: November \_\_\_, 2024

**PLAINTIFF GEORGE HERNANDEZ:**

By:   
 Plaintiff and Class Representative

Dated: November \_\_\_, 2024

**WELBE HEALTH, LLC:**

By: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_  
 On behalf of Welbe Health, LLC

Dated: November \_\_\_, 2024

**WELBE HEALTH PACE, LLC:**

By: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_  
 On behalf of Welbe Health Pace, LLC

Dated: November \_\_\_, 2024

**WELBE HEALTH BAY AREA PACE, LLC:**

By: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_  
 On behalf of Welbe Health Bay Area PACE, LLC

1 Dated: November \_\_\_, 2024

**PLAINTIFF GEORGE HERNANDEZ:**

2  
3  
4 By: \_\_\_\_\_  
Plaintiff and Class Representative

5  
6 Dated: November 19, 2024

**WELBE HEALTH, LLC:**

7  
8 By: Blaire Bernard  
9  
10 Full Name: Blaire Bernard  
11 Title: Secretary  
On behalf of Welbe Health, LLC

12  
13 Dated: November 1, 2024  
14 9

**WELBE HEALTH PACE, LLC:**

15 By: Blaire Bernard  
16  
17 Full Name: Blaire Bernard  
18 Title: Secretary  
On behalf of Welbe Health Pace, LLC

19  
20 Dated: November 1, 2024  
21 9

**WELBE HEALTH BAY AREA PACE, LLC:**

22 By: Blaire Bernard  
23  
24 Full Name: Blaire Bernard  
25 Title: Secretary  
On behalf of Welbe Health Bay Area PACE, LLC

1 Dated: November 1, 2024  
2

**WELBEHEALTH INLAND EMPIRE PACE,  
LLC:**

3  
4 By: Blaire Bernard

5 Full Name: Blaire Bernard

6 Title: Secretary

7 On behalf of WelbeHealth Inland Empire PACE,  
8 LLC

9 Dated: November 1, 2024  
10

**WELBE HEALTH SAN BERNARDINO PACE,  
LLC:**

11  
12 By: Blaire Bernard

13 Full Name: Blaire Bernard

14 Title: Secretary

15 On behalf of Welbe Health San Bernardino PACE,  
16 LLC

17 Dated: November 1, 2024  
18

**LA COAST PACE, LLC:**

19  
20 By: Blaire Bernard

21 Full Name: Blaire Bernard

22 Title: Secretary

23 On behalf of LA Coast Pace, LLC

24 Dated: November 1, 2024  
25

**WELBE HOUSECALLS, LLC:**

26  
27 By: Blaire Bernard

28 Full Name: Blaire Bernard

Title: Secretary

On behalf of Welbe Housecalls, LLC



1 Dated: November 1, 2024  
2 9

**SEQUOIA PACE, LLC:**

3 By: Blaire Bernard  
4

5 Full Name: Blaire Bernard

6 Title: Secretary

7 On behalf of Sequoia PACE, LLC

8 Dated: November 1, 2024  
9 9

**WELBE HEALTH HC NOCAL, LLC:**

10 By: Blaire Bernard  
11

12 Full Name: Blaire Bernard

13 Title: Secretary

14 On behalf of Welbe Health HC NoCal, LLC

15 Dated: November 1, 2024  
16 9

**WELBE HEALTH HC SOCAL, LLC:**

17 By: Blaire Bernard  
18

19 Full Name: Blaire Bernard

20 Title: Secretary

21 On behalf of Welbe Health HC SoCal, LLC

22 Dated: November 1, 2024  
23 9

**STOCKTON PACE, LLC:**

24 By: Blaire Bernard  
25

26 Full Name: Blaire Bernard

27 Title: Secretary

28 On behalf of Stockton PACE, LLC

1 AGREED AS TO FORM:

2  
3 Dated: November 21, 2024

**BLACKSTONE LAW, APC:**

4  
5 By: 

6 Jonathan M. Genish  
7 Miriam L. Schimmel  
8 Joana Fang  
9 Alexandra Rose

Attorneys for Plaintiffs and Proposed Class Counsel

10 Dated: November 22, 2024

**JACKSON LEWIS P.C.:**

11  
12 By: 

13 Veronica T. Hunter  
14 Samuel J. Maselli

Attorneys for Defendants

# **EXHIBIT 1**

**NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT, AND  
HEARING DATE FOR FINAL COURT APPROVAL OF SETTLEMENT**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN JOAQUIN  
*Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*  
Case No. STK-CV-UOE-2023-0006866**

**ATTENTION: ALL PERSONS WHO WORKED FOR DEFENDANTS WELBE HEALTH, LLC; WELBE HEALTH PACE, LLC; WELBE HEALTH BAY AREA PACE, LLC; WELBEHEALTH INLAND EMPIRE PACE, LLC; WELBE HEALTH SAN BERNARDINO PACE, LLC; LA COAST PACE, LLC; WELBE HOUSECALLS, LLC; SEQUOIA PACE, LLC; WELBE HEALTH HC, NOCAL, LLC; WELBE HEALTH HC SOCIAL, LLC; AND STOCKTON PACE, LLC (COLLECTIVELY, “DEFENDANTS”) AS NON-EXEMPT EMPLOYEES IN CALIFORNIA FROM APRIL 30, 2019 THROUGH **SEPTEMBER 29, 2024**.**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT, OPT OUT OF OR OBJECT TO THE CLASS SETTLEMENT, OR DISPUTE YOUR WORKWEEKS AND/OR PAGA WORKWEEKS ACCORDING TO THE PROCEDURES DESCRIBED BELOW. IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE CLASS SETTLEMENT OR PARTICIPATE IN THE CLASS SETTLEMENT, YOU MUST REQUEST TO BE EXCLUDED FROM THE CLASS SETTLEMENT ON OR BEFORE [REDACTED].**

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement entered on [REDACTED], YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class and representative action settlement has been reached between Plaintiffs Djuana Shanella Hale, Shannon Gilbert, and George Hernandez (collectively, “Plaintiffs” or “Class Representatives”) and Defendants (collectively, with Plaintiffs, the “Parties”) in the above-captioned lawsuit (“Action”) pending in the Superior Court of the State of California for the County of San Joaquin on behalf of all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the Class Period (the “Class” or “Class Members”). The Class does not include any person who submit timely and valid Requests for Exclusion (as explained below), or who previously settled or released any of the claims covered by the Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by the Settlement. The “Class Period” is the period from April 30, 2019 through **September 29, 2024**. All Class Members are eligible to receive a payment under the settlement and resolution of all Released Class Claims (“Class Settlement”).

Additionally, all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period (“PAGA Members”) are eligible to receive a payment under the settlement and resolution of all Released PAGA Claims (“PAGA Settlement”) regardless of whether they submit a timely and valid Request for Exclusion. The “PAGA Period” is the period from July 3, 2023 through **September 29, 2024**.

The “Released Parties” in the Settlement include: (i) Defendants; (ii) each of Defendants’ respective past, present and future parents, subsidiaries, partners, affiliates, brands, and any affiliated and/or related corporation, limited liability company, partnership, or other business entity; (iii) their past, present and future board members, directors, officers, agents, exempt employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing.

You have received this notice because records indicate you are a Class Member and/or PAGA Member. This notice is to advise you of how you can either participate in the Class Settlement or be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

## **I. CASE BACKGROUND**

On July 3, 2023, Plaintiff Hale provided written notice to the California Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the California Labor Code alleged to be violated by Defendants (“Hale LWDA Letter”). On July 5, 2023, Plaintiff Hale commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On December 12, 2023, Plaintiff Gilbert provided written notice to the LWDA of the specific provisions of the California Labor Code alleged to be violated by Defendants (“Gilbert LWDA Letter”). Together, the Hale LWDA Letter and the Gilbert LWDA Letter are referred to as the “LWDA Letters.” On September 18, 2024, Plaintiffs filed a First Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action. The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay overtime wages, failure to pay minimum wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to provide accurate wage statements, failure to timely pay wages upon termination, failure to reimburse necessary business expenses, and failure to produce requested employment records, for violations of California Business & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) based on the aforementioned California Labor Code violations.

The Action has been actively litigated. There have been investigations and an exchange of extensive documentation and data. Furthermore, the Parties participated in arms-length settlement negotiations and private mediation. Based upon the negotiations and mediation, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendants, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached a settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the settlement, Defendants continue to deny all allegations and claims, and entering into the settlement is not an admission of wrongdoing or liability. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement Agreement” or “Settlement”), which has been preliminarily approved by the Court.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. The Amount of the Settlement**

Under the terms of the Settlement, Defendants agree to pay a gross settlement amount of \$6,675,000.00 (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees, not to exceed thirty-five percent (35%) of the Maximum Settlement Amount (\$2,336,250.00), and attorneys’ litigation costs and expenses not to exceed \$22,000.00 (together, “Attorneys’ Fees and Costs”), enhancement awards to each of the three Class Representatives not to exceed \$10,000.00 each (total, \$30,000.00) (“Enhancement Awards”), the fees and expenses of the settlement administrator estimated not to exceed \$20,000.00 (“Settlement Administration Costs”), and \$400,000.00 for alleged PAGA penalties (“PAGA Amount”), which will result in a “Net Settlement Amount” for distribution to all Class Members.

### **B. Settlement Formula and Settlement Awards**

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on their number of weeks they each worked for Defendants as hourly-paid and/or non-exempt employees in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section II.D below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as follows: one third (1/3) to alleged unpaid wages for which IRS Forms W-2 will be issued; and two-thirds (2/3) to alleged unpaid penalties, interest, and non-wage damages for which IRS Forms 1099-MISC will be issued (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares

resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendants separately and in addition to the Maximum Settlement Amount.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

**C. Your Workweeks and PAGA Workweeks (if applicable) Based on Defendants’ Records**

According to Defendants’ records:

- **From April 30, 2019 through September 29, 2024 (i.e., the Class Period), you are credited as having worked [ ] Workweeks.**
- **From July 3, 2023 through September 29, 2024 (i.e., the PAGA Period), you are credited as having worked [ ] PAGA Workweeks.**

If you wish to dispute the Workweeks and/or PAGA Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator (“Workweeks Dispute”). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, Case No. STK-CV-UOE-2023-0006866); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or PAGA Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section III.A below, postmarked **on or before [Response Deadline]**.

The Settlement Administrator will calculate the number of Workweeks worked by all Class Members during the Class Period and the number of PAGA Workweeks worked by all PAGA Members during the PAGA Period based on the timekeeping records and other relevant information provided by Defendants. In order to be counted as a Workweek or PAGA Workweek, the Class Member or PAGA Member must have worked at least one day in that week. The Settlement Administrator’s calculation of the number of Workweeks and PAGA Workweeks will be presumed to be correct unless a particular Class Member or PAGA Member proves otherwise to the Settlement Administrator by credible written evidence. The Settlement Administrator shall refer to the timekeeping records and other relevant information provided by Defendants for resolution of any Workweeks Dispute. All Workweeks Disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator’s decision on all Workweeks Disputes will be final and non-appealable.

**D. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)**

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) is based on the number of Workweeks and PAGA Workweeks (if applicable) credited to you.

**Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [ ]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

**Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [ ] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.**

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

**E. Release of Claims**

The “Released Class Claims” means all claims under state, federal, and local law that were or could have been reasonably asserted based on the facts and allegations made in the Operative Complaint, arising during the Class Period, including, claims arising under California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, California Industrial Welfare Commission Wage Orders, California Code of Regulations, Civil Code section 1021.5, and all claims for or related to Defendants’ alleged failure to pay minimum, overtime, or double time wages, properly calculate the regular rate of pay, timely pay wages at separation, reimburse necessary business expenses, provide accurate wage statements, pay for all hours worked due to rounding of employee timekeeping records, keep adequate time records, provide meal periods and meal period premiums, and provide rest periods and rest period premiums, claims for unfair competition, unfair business practices, unlawful business practices, and fraudulent business practices in violation of California Business and Professions Code sections 17200 *et seq.*, and claims for declaratory relief, statutory penalties, interest, attorneys’ fees and costs, as well as all other claims and allegations alleged in the Operative Complaint. Expressly excluded from the Released Class Claims are claims for retaliation, discrimination, unemployment insurance, disability, workers’ compensation, and claims outside the Class Period.

The “Released PAGA Claims” means all claims for civil penalties under PAGA that were or could have been reasonably asserted based on the facts and allegations made in the Operative Complaint and/or the LWDA Letters, arising during the PAGA Period, including claims arising under California Labor Code sections 98.6, 201, 201.3, 202, 203, 204, 210, 216, 223, 225.5, 226, 226.7, 227.3, 232, 233, 234, 245-248.5, 246, 247.5, 248.2, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698 *et seq.*, 2800, 2802, 2810.5, 3366, 3457, 6401, and 8397.4, as alleged in the Operative Complaint and/or the LWDA Letters, and the California Industrial Welfare Commission Wage Orders based on the facts alleged in the Operative Complaint and/or the LWDA Letters.

**F. Enhancement Award for the Class Representatives**

Subject to the Court’s approval, Plaintiffs will seek Enhancement Awards of up to \$10,000.00 each (total, \$30,000.00) in recognition of their active participation in the prosecution of the Action. The Enhancement Awards will be paid and deducted from the Maximum Settlement Amount, and if awarded, they will be paid to Plaintiffs in addition to their Individual Settlement Payments and Individual PAGA Payments that they are entitled to under the Settlement.

**G. Attorneys’ Fees and Costs**

Subject to the Court’s approval, Class Counsel will seek attorneys’ fees and costs in an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount which equals **\$2,336,250.00** and reimbursement of litigation costs and expensed not to exceed \$22,000.00. The Attorneys’ Fees and Costs will be paid and deducted from the Maximum Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiffs, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

**F. Settlement Administration Costs**

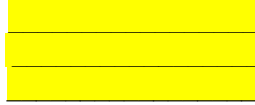
Subject to the Court’s approval, payment to the Settlement Administrator is estimated not to exceed \$20,000.00 for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount.



### III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

#### A. Excluding Yourself from the Class Settlement

If you do not wish to participate in the Class Settlement, you may request to be excluded by submitting a timely and valid written letter (“Request for Exclusion”) to the Settlement Administrator, which must (a) contain the case name and number of the Action (*Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, Case No. STK-CV-UOE-2023-0006866); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address below, postmarked **on or before [Response Deadline]**.



If you submit a Request for Exclusion which is not postmarked by **[Response Deadline]**, your Request for Exclusion will be rejected. Please note you may only exclude yourself from the Class Settlement and not the PAGA Settlement. Any Class Member who submits a timely and valid Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating as a Class Member in the Settlement, shall not be entitled to object to the Class Settlement, shall not receive an Individual Settlement Payment, shall not be deemed to have relinquished the Released Class Claims against the Released Parties, and, at their own expense, may pursue any claims they may have against the Released Parties. PAGA Members are not entitled to opt out of the PAGA Settlement (including the Released PAGA Claims) and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

#### B. Object to the Class Settlement

If you do not exclude yourself from the Class Settlement, you can object to the terms of the Class Settlement by submitting a timely and complete written objection (“Notice of Objection”) to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, Case No. STK-CV-UOE-2023-0006866); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section III.A above, postmarked **on or before [Response Deadline]**.

A Settlement Class Member may appear at the Final Approval Hearing either in person or through their own counsel, and may object to the Class Settlement and any of its terms orally without submitting a prior Notice of Objection in the manner and by the deadline specified above. If you choose to object, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the San Joaquin County Superior Court and deliver copies to the Settlement Administrator and each of the attorneys listed below. Such Entry of Appearance must be filed with the Court and delivered to the below attorneys no later than **[Response Deadline]**. You will then continue as a Settlement Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at **[Redacted]** **a.m./p.m.** (Pacific Time) on **[Redacted]**, in Department 11B of the Superior Court of the State of California for the County of San Joaquin, located at 180 East Weber Avenue, Stockton, California 95202, or such other later date as the Court may authorize. You may also learn more about making a remote appearance in this matter by reviewing the webpage located at <https://www.sjcourts.org/divisions/civil/>.

#### CLASS COUNSEL

Jonathan M. Genish, Esq.  
Miriam L. Schimmel, Esq.  
Joana Fang, Esq.  
Alexandra Rose, Esq.  
BLACKSTONE LAW, APC  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211

#### DEFENDANTS’ COUNSEL

Veronica T. Hunter, Esq.  
Samuel J. Maselli, Esq.  
JACKSON LEWIS P.C.  
400 Capitol Mall, Suite 1600  
Sacramento, California 95814



#### **IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS**

Upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs and all Settlement Class Members will fully release and discharge the Released Parties from the Released Class Claims as described above. In other words, if you are a Class Member and you do not exclude yourself from the Class Settlement, you will be deemed to have entered into this release and to have released the above-described Released Class Claims. Further, upon the Effective Date and full funding of the Maximum Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Members, and all PAGA Members will fully release and discharge the Released Parties from the Released PAGA Claims. In addition, Settlement Class Members and PAGA Members will be barred from suing Defendants and the Released Parties with respect to the Released Class Claims and the Released PAGA Claims covered by the Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue as though it never existed.

#### **V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a hearing in Department 11B of the Superior Court of the State of California for the County of San Joaquin, located at 180 East Weber Avenue, Stockton, California 95202, on [REDACTED], at [REDACTED] a.m./p.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked to approve the Attorneys' Fees and Costs, Settlement Administration Costs, and Enhancement Awards. The hearing may be continued without further notice to the Class. It is not necessary for you to appear at this hearing unless you wish to object to the Class Settlement.

#### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in the Action, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the San Joaquin County Superior Court, at 180 East Weber Avenue, Stockton, California 95202. You may also visit the Settlement Administrator's website at [www.\[REDACTED\]](http://www.[REDACTED]), which will include links to the Settlement Agreement and other documents filed in the Action as they become available.

If you want additional information about this lawsuit and its proceedings, you can contact the Settlement Administrator at [REDACTED], or Class Counsel:

Jonathan M. Genish, Esq.  
Miriam L. Schimmel, Esq.  
Joana Fang, Esq.  
Alexandra Rose, Esq.  
**BLACKSTONE LAW, APC**  
8383 Wilshire Boulevard, Suite 745  
Beverly Hills, California 90211  
Tel: (310) 622-4278 / Fax: (855) 786-6356

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR  
INFORMATION REGARDING THIS SETTLEMENT OR THE SETTLEMENT PROCESS.**

# **EXHIBIT 2**

Jonathan M. Genish (State Bar No. 259031)  
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Miriam L. Schimmel (State Bar No. 185089)  
mschimmel@blackstonepc.com  
Joana Fang (State Bar No. 309623)  
jfang@blackstonepc.com  
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*Attorneys for Plaintiffs and Class*

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Samuel.Maselli@jacksonlewis.com

*Attorneys for Defendants*

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

DJUANA SHANELLA HALE and  
SHANNON GILBERT, individually, and on  
behalf of other similarly situated employees  
and aggrieved employees pursuant to the  
California Private Attorneys General Act, and  
GEORGE HERNANDEZ, individually, and  
on behalf of other similarly situated  
employees,

Plaintiffs,

vs.

WELBE HEALTH, LLC, a Delaware Limited  
Liability Company; WELBE HEALTH PACE,  
LLC, a Delaware Limited Liability Company;  
WELBE HEALTH BAY AREA PACE, LLC,  
a Delaware Limited Liability Company;  
WELBEHEALTH INLAND EMPIRE PACE,  
LLC, a Delaware Limited Liability Company;  
WELBE HEALTH SAN BERNARDINO  
PACE, LLC, a Delaware Limited Liability

Case No. STK-CV-UOE-2023-0006866

Honorable Robert T. Waters  
Department 11B

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

Date:  
Time:  
Dept.: 11B

Complaint Filed: July 5, 2023  
FAC Filed: September 23, 2024  
Trial Date: None Set

1 Company; LA COAST PACE, LLC, a  
2 Delaware Limited Liability Company;  
3 WELBE HOUSECALLS, LLC, a Delaware  
4 Limited Liability Company; SEQUOIA  
5 PACE, LLC, a Delaware Limited Liability  
6 Company; WELBE HEALTH HC, NOCAL,  
7 LLC, a Delaware Limited Liability Company;  
8 WELBE HEALTH HC SOCAL, LLC, a  
9 Delaware Limited Liability Company;  
10 STOCKTON PACE, LLC, a Delaware Limited  
11 Liability Company; and DOES 1 through 25,  
12 inclusive,

13  
14 Defendants.

15 Plaintiffs Djuana Shanella Hale, Shannon Gilbert, and George Hernandez's (collectively,  
16 "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion")  
17 came before this Court on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in Department 11B before the Honorable  
18 Robert T. Waters, presiding. The Court, having considered the papers submitted in support of the  
19 Motion and good cause appearing therefor, hereby **GRANTS** Plaintiffs' Motion.

20 **IT IS HEREBY ORDERED:**

21 1. The Court grants preliminary approval of the Joint Stipulation of Class Action and  
22 PAGA Settlement and Release ("Stipulation of Settlement" or "Settlement") filed with the Motion.  
23 All terms used herein shall have the same meaning as defined in the Stipulation of Settlement.

24 2. The settlement set forth in the Stipulation of Settlement appears to be fair, adequate,  
25 and reasonable to the Class. The Settlement falls within the range of reasonableness and appears to  
26 be presumptively valid, subject only to any objections that may be raised at the final fairness hearing  
27 and final approval by this Court.

28 3. The Court preliminarily finds that the Settlement, including the allocations for the  
Attorneys' Fees and Costs, Enhancement Awards, LWDA Payment, Settlement Administration  
Costs, and payments to the Settlement Class Members and PAGA Members provided for in the  
Settlement, appear to be within the range of reasonableness of a settlement that could ultimately be  
given final approval by this Court.

///

1           4.       This Court approves, as to form and content, the Notice of Proposed Class Action  
2 and PAGA Settlement, and Hearing Date for Final Court Approval of Settlement (“Class Notice”)  
3 attached hereto as **Exhibit A**. The Court approves the procedures for Class Members to opt out of  
4 and to object to the Class Settlement and/or dispute their Workweeks and/or PAGA Workweeks as  
5 set forth in the Stipulation of Settlement and Class Notice.

6           5.       The Court directs the mailing of the Class Notice by First-Class U.S. Mail to the Class  
7 Members and PAGA Members in accordance with the Implementation Schedule set forth in  
8 Paragraph 9 below. The Court finds the dates selected for the mailing and distribution of the Class  
9 Notice, as set forth in the Implementation Schedule, meet the requirements of due process and  
10 provide the best notice practicable under the circumstances and shall constitute due and sufficient  
11 notice to all persons entitled thereto.

12           6.       It is ordered that the Class is preliminarily certified for settlement purposes only. The  
13 Class is defined as follows:

14           All current and former hourly-paid and/or non-exempt employees who worked for  
15 Defendants in the State of California at any time during the Class Period. The Class  
16 will not include any person who previously settled or released any of the claims  
17 covered by the Settlement, or any person who previously was paid or received  
awards through civil or administrative actions for the claims covered by the  
Settlement.

18           (The Class Period is defined as April 30, 2019 through September 29, 2024, subject  
19 to Paragraph 17.C.ix. of the Settlement).

20           7.       The Court provisionally appoints Plaintiffs Djuana Shanella Hale, Shannon Gilbert,  
21 and George Hernandez as the Class Representatives.

22           8.       The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana  
23 Fang, and Alexandra Rose of Blackstone Law, APC as Class Counsel.

24           9.       The Court provisionally appoints ILYM Group, Inc. as the Settlement Administrator.

25           10.      The Court orders the following Implementation Schedule for further proceedings:

26           a.	Deadline for Defendants to Submit the Class Member Information to the Settlement Administrator	Within 14 calendar days after the Court grants preliminary approval of the Settlement
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b.	Deadline for Defendants to Choose Escalator Clause Option (if applicable)	Within 5 business days after the Settlement Administrator provides the Parties with the number of total workweeks that existed on the date the Court grants preliminary approval of the Settlement
c.	Deadline for Settlement Administrator to Mail the Class Notice to Class Members and PAGA Members	7 calendar days after receiving the Class Member Information from Defendants
d.	Deadline for Class Members to Submit Requests for Exclusion, Notices of Objection, and/or Workweeks Disputes (i.e., Response Deadline)	45 calendar days after mailing of Class Notice
e.	Deadline for Defendants to Provide Written Notice of Rescission of Settlement to Class Counsel (if applicable)	21 calendar days after the Response Deadline
f.	Deadline for Class Counsel to file Motion for Final Approval of Settlement, including Request for Attorneys' Fees and Costs, and Enhancement Awards	16 Court days before Final Approval Hearing
g.	Final Fairness Hearing and Final Approval	Date: <span style="background-color: yellow;">                    </span> Time: <span style="background-color: yellow;">                    </span> Department: 11B

10. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement.

11. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

**IT IS HEREBY ORDERED.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
The Honorable Robert T. Waters  
Superior Court Judge

# **EXHIBIT 3**

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*Attorneys for Defendants*

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

DJUANA SHANELLA HALE and  
SHANNON GILBERT, individually, and on  
behalf of other similarly situated employees  
and aggrieved employees pursuant to the  
California Private Attorneys General Act, and  
GEORGE HERNANDEZ, individually, and  
on behalf of other similarly situated  
employees,

Plaintiffs,

vs.

WELBE HEALTH, LLC, a Delaware Limited  
Liability Company; WELBE HEALTH PACE,  
LLC, a Delaware Limited Liability Company;  
WELBE HEALTH BAY AREA PACE, LLC,  
a Delaware Limited Liability Company;  
WELBEHEALTH INLAND EMPIRE PACE,  
LLC, a Delaware Limited Liability Company;  
WELBE HEALTH SAN BERNARDINO  
PACE, LLC, a Delaware Limited Liability

Case No. STK-CV-UOE-2023-0006866

Honorable Robert T. Waters  
Department 11B

**[PROPOSED] FINAL APPROVAL ORDER  
AND JUDGMENT**

Date:  
Time:  
Dept.: 11B

Complaint Filed: July 5, 2023  
FAC Filed: September 23, 2024  
Trial Date: None Set



1 Company; LA COAST PACE, LLC, a  
2 Delaware Limited Liability Company;  
3 WELBE HOUSECALLS, LLC, a Delaware  
4 Limited Liability Company; SEQUOIA  
5 PACE, LLC, a Delaware Limited Liability  
6 Company; WELBE HEALTH HC, NOCAL,  
7 LLC, a Delaware Limited Liability Company;  
8 WELBE HEALTH HC SOCAL, LLC, a  
9 Delaware Limited Liability Company;  
10 STOCKTON PACE, LLC, a Delaware Limited  
11 Liability Company; and DOES 1 through 25,  
12 inclusive,

13 Defendants.

14 Plaintiffs Djuana Shanella Hale, Shannon Gilbert, and George Hernandez's (collectively,  
15 "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees  
16 and Costs, Enhancement Awards, and Settlement Administration Costs came before this Court on  
17 [REDACTED], in Department 11B before the Honorable Robert T. Waters.

18 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement  
19 and Release ("Stipulation of Settlement" or "Settlement"), and due and adequate notice having been  
20 given to all Class Members and PAGA Members as required in the Order Granting Preliminary  
21 Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), and the Court  
22 having considered all papers filed and proceedings had herein and otherwise being fully informed,  
23 and good cause appearing therefor, the Court grants final approval of the Settlement.

24 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

25 1. The Court has jurisdiction over the subject matter of the above-captioned action and  
26 over Plaintiffs and Defendants Welbe Health, LLC; Welbe Health PACE, LLC; Welbe Health Bay  
27 Area PACE, LLC; WelbeHealth Inland Empire PACE, LLC; Welbe Health San Bernardino PACE,  
28 LLC; LA Coast PACE, LLC; Welbe Housecalls, LLC; Sequoia PACE, LLC; Welbe Health HC,  
NoCal, LLC; Welbe Health HC SoCal, LLC; and Stockton PACE, LLC (collectively,  
"Defendants") (collectively, with Plaintiffs, the "Parties"), including the Class Members and  
PAGA Members.

2. All terms used herein shall have the same meaning as defined in the Stipulation of  
Settlement.

1           3.       The Court finds that the following Class is properly certified as a class for settlement  
2 purposes only: All current and former hourly-paid and/or non-exempt employees who worked for  
3 Defendants in the State of California at any time during the Class Period. The Class does not include  
4 any person who previously settled or released any of the claims covered by the Settlement, or any  
5 person who previously was paid or received awards through civil or administrative actions for the  
6 claims covered by the Settlement. The “Class Period” is April 30, 2019 through September 29,  
7 2024.

8           4.       The Court appoints Plaintiffs as the Class Representatives for settlement purposes  
9 only.

10          5.       The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and  
11 Alexandra Rose of Blackstone Law, APC, as Class Counsel for settlement purposes only.

12          6.       Consistent with the definitions provided in the Stipulation of Settlement, the “PAGA  
13 Members” are all current and former hourly-paid and/or non-exempt employees who worked for  
14 Defendants in the State of California at any time during the PAGA Period. The “PAGA Period” is  
15 the period from July 3, 2023 through September 29, 2024. PAGA Members will be issued their  
16 Individual PAGA Payment and release the Released PAGA Claims regardless of whether they  
17 submit a timely and valid Request for Exclusion. PAGA Members are not eligible to exclude  
18 themselves from, or to opt out of, the PAGA Settlement.

19          7.       For purposes of the Settlement and this Final Approval Order and Judgment,  
20 “Released Parties” as referenced herein and as released in the Settlement collectively mean: (i)  
21 Defendants; (ii) each of Defendants’ respective past, present and future parents, subsidiaries,  
22 partners, affiliates, brands, and any affiliated and/or related corporation, limited liability company,  
23 partnership, or other business entity; (iii) their past, present and future board members, directors,  
24 officers, agents, exempt employees, attorneys, insurers, members, partners, managers, contractors,  
25 agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees,  
26 predecessors, successors, and assigns of any of the foregoing; and (iv) any individual or entity  
27 which could be jointly liable with any of the foregoing.

28 ///

1           8.       Distribution of the Notice of Proposed Class Action and PAGA Settlement, and  
2       Hearing Date for Final Court Approval of Settlement (“Class Notice”) directed to the Class  
3       Members and PAGA Members as set forth in the Stipulation of Settlement and the other matters  
4       set forth therein has been completed in conformity with the Preliminary Approval Order, including  
5       notice to all Class Members and PAGA Members who could be identified through reasonable  
6       effort, and is the best notice practicable under the circumstances. The Class Notice provided due  
7       and adequate notice of the proceedings and of the matters set forth therein, including the proposed  
8       settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class Notice, and  
9       the Class Notice fully satisfied the requirements of due process.

10          9.       The Court hereby finds the Settlement was entered into in good faith, that the  
11       Settlement is fair, adequate, and reasonable, and that Plaintiffs have satisfied the standards and  
12       applicable requirements for final approval of the Settlement under California  
13       law, including the provisions of California Code of Civil Procedure section 382 and California  
14       Rules of Court, Rule 3.769.

15          10.       The Court hereby approves the settlement set forth in the Stipulation of Settlement  
16       and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the  
17       Settlement has been reached as a result of arms-length negotiations and private mediation. The  
18       Court further finds that the Parties have conducted investigation and research, and counsel for the  
19       Parties are able to reasonably evaluate their respective positions. The Court also finds that the  
20       Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks  
21       that would be presented by the further prosecution of the Action. The Court has reviewed the  
22       benefits that are being granted as part of the Settlement and recognizes the significant value to the  
23       Settlement Class Members and PAGA Members.

24          11.       [The Court finds that no Class Members have validly and timely opted out of the  
25       Class Settlement and no Settlement Class Members have objected to the Class Settlement./The  
26       Court finds that Class Members \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ have validly  
27       and timely opted out of the Class Settlement, will not be bound by the Class Settlement, and will  
28       not be issued an Individual Settlement Payment. The Court finds that no Settlement Class Members

1 have objected to the Class Settlement.]

2 12. Upon the Effective Date and full funding of the Maximum Settlement Amount,  
3 Plaintiffs and all Settlement Class Members fully release and discharge the Released Parties from  
4 all claims under state, federal, and local law that were or could have been reasonably asserted based  
5 on the facts and allegations made in the Operative Complaint, arising during the Class Period,  
6 including, claims arising under California Labor Code sections 201, 202, 203, 204, 226, 226.7,  
7 510, 512, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, and 2802, California Industrial  
8 Welfare Commission Wage Orders, California Code of Regulations, Civil Code section 1021.5,  
9 and all claims for or related to Defendants' alleged failure to pay minimum, overtime, or double  
10 time wages, properly calculate the regular rate of pay, timely pay wages at separation, reimburse  
11 necessary business expenses, provide accurate wage statements, pay for all hours worked due  
12 to rounding of employee timekeeping records, keep adequate time records, provide meal periods  
13 and meal period premiums, and provide rest periods and rest period premiums, claims for unfair  
14 competition, unfair business practices, unlawful business practices, and fraudulent business  
15 practices in violation of California Business and Professions Code sections 17200 *et seq.*,  
16 and claims for declaratory relief, statutory penalties, interest, attorneys' fees and costs, as well  
17 as all other claims and allegations alleged in the Operative Complaint (collectively, "Released  
18 Class Claims"). Expressly excluded from the Released Class Claims are claims for retaliation,  
19 discrimination, unemployment insurance, disability, workers' compensation, and claims outside  
20 the Class Period.

21 13. Upon the Effective Date and full funding of the Maximum Settlement Amount,  
22 Plaintiffs, the State of California with respect to all PAGA Members, and all PAGA Members fully  
23 release and discharge the Released Parties from all claims for civil penalties under PAGA that were  
24 or could have been reasonably asserted based on the facts and allegations made in the Operative  
25 Complaint and/or LWDA Letters, arising during the PAGA Period, including claims arising under  
26 California Labor Code sections 98.6, 201, 201.3, 202, 203, 204, 210, 216, 223, 225.5, 226, 226.7,  
27 227.3, 232, 233, 234, 245-248.5, 246, 247.5, 248.2, 432, 432.5, 432.7, 510, 512, 558, 558.1,  
28 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698 *et seq.*, 2800,

1 2802, 2810.5, 3366, 3457, 6401, and 8397.4, as alleged in the Operative Complaint and/or the  
2 LDWA Letters, and the California Industrial Welfare Commission Wage Orders based on the facts  
3 alleged in the Operative Complaint and/or the LWDA Letters (collectively, “Released PAGA  
4 Claims”).

5 14. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement  
6 is an admission by Defendants, or any of the other Released Parties, nor is this Final Approval  
7 Order and Judgment a finding of the validity of any claims in the Action, or of any wrongdoing by  
8 Defendants or any of the other Released Parties. Neither this Final Approval Order and Judgment,  
9 the Stipulation of Settlement, nor any document referred to herein, nor any action taken to carry  
10 out the Stipulation of Settlement, may be construed as, or may be used as, an admission by or  
11 against Defendants, or any of the other Released Parties, of any fault, wrongdoing, or liability  
12 whatsoever. The entering into or carrying out of the Stipulation of Settlement, and any negotiations  
13 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
14 an admission or concession with regard to the denials or defenses by Defendants, or any of the other  
15 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,  
16 administrative agency, or other tribunal for any purpose whatsoever other than to enforce the  
17 provisions of this Final Approval Order and Judgment, the Stipulation of Settlement, the Released  
18 Class Claims, the Released PAGA Claims, and any related agreement or release. Notwithstanding  
19 these restrictions, any of the Released Parties may file in the Action, or submit in any other  
20 proceeding, the Final Approval Order and Judgment, the Stipulation of Settlement, and any other  
21 papers and records on file in the Action as evidence of the Settlement to support a defense of *res*  
22 *judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense  
23 as to the Released Class Claims and the Released PAGA Claims.

24 15. The Court hereby enters judgment in the entire Action as of the filing date of this  
25 Final Approval Order and Judgment, pursuant to the terms set forth in the Stipulation of Settlement.  
26 Without affecting the finality of this Final Approval Order and Judgment in any way, the Court  
27 hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of  
28 the Settlement and all orders entered in connection therewith pursuant to California Code of Civil

1 Procedure section 664.6.

2 16. The Court finds the settlement payments provided for under the Settlement to be fair  
3 and reasonable in light of all of the circumstances. The Court orders the calculations and the  
4 payments to be made and administered in accordance with the terms of the Settlement.

5 17. The Court hereby approves and orders the payments of attorneys' fees to Class  
6 Counsel in the amount of \$ [REDACTED] and reimbursement of litigation costs and  
7 expenses to Class Counsel in the amount of \$ [REDACTED], from the Maximum Settlement  
8 Amount. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel  
9 are reasonable amounts. The Court further orders that the award of attorneys' fees and costs set  
10 forth in this Paragraph shall be administered pursuant to the terms of the Stipulation of Settlement.

11 18. The Court also hereby approves and orders the payments of the Enhancement  
12 Awards to Plaintiffs and Class Representatives Djuana Shanella Hale, Shannon Gilbert, and George  
13 Hernandez in the amounts of \$ [REDACTED] each (total, [REDACTED]) from the Maximum  
14 Settlement Amount.

15 19. The Court also hereby approves and orders payment to the California Labor and  
16 Workforce Development Agency in the amount of \$ [REDACTED] from the Maximum  
17 Settlement Amount.

18 20. The Court also hereby approves and orders payment of [REDACTED]  
19 to ILYM Group, Inc. from the Maximum Settlement Amount for actual settlement administration  
20 expenses incurred by the Settlement Administrator.

21 21. It is hereby ordered that within thirty (30) calendar days of the Effective Date,  
22 Defendants will deposit the Maximum Settlement Amount and the employers' share of payroll  
23 taxes into a Qualified Settlement Fund established by the Settlement Administrator, in accordance  
24 with the terms and methodology set forth in the Stipulation of Settlement.

25 22. It is hereby ordered that within five (5) business days of the funding of the Maximum  
26 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement  
27 Payments to the Settlement Class Members, Individual PAGA Payments to the PAGA Members,  
28 Enhancement Awards to Plaintiffs, Attorneys' Fees and Costs to Class Counsel, LWDA Payment

1 to the LWDA, and Settlement Administration Costs to itself.

2 23. Each Individual Settlement Payment and Individual PAGA Payment check will be  
3 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are  
4 issued, and thereafter, will be canceled. The Settlement Administrator will send one (1) reminder  
5 postcard to all Settlement Class Members and PAGA Members who have not cashed their  
6 Individual Settlement Payment or Individual PAGA Payment check within thirty (30) calendar days  
7 prior to the 180-day deadline. The Court hereby approves and orders that any residue from canceled  
8 Individual Settlement Payment and/or Individual PAGA Payment checks will be transmitted nu by  
9 the Settlement Administrator after the 180-day deadline to California Rural Legal Assistance, Inc.  
10 pursuant to California Code of Civil Procedure section 384(b).

11 24. The Court also hereby finds and orders that the Stipulation of Settlement is and  
12 constitutes a fair, adequate, and reasonable compromise of the Released Class Claims and Released  
13 PAGA Claims against Defendants and the Released Parties.

14 25. Notice of entry of this Final Approval Order and Judgment shall be given to the  
15 Class Members by posting a copy of this Final Approval Order and Judgment on the Settlement  
16 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of  
17 this Final Approval Order and Judgment.

18 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

19  
20  
21 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
The Honorable Robert T. Waters  
Superior Court Judge