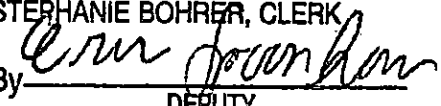


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STEPHANIE BOHRER, CLERK
By 
DEPUTY

Jonathan M. Genish (State Bar No. 259031)
jgenish@blackstonepc.com
Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
BLACKSTON LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Facsimile: (855) 786-6356

Attorneys for Plaintiffs and Class

VERONICA T. HUNTER (SBN 259859)
SAMUEL J. MASELLI (SBN 219503)
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814
Telephone: (916) 341-0404
Facsimile: (916) 341-0141
E-mail: Veronica.Hunter@jacksonlewis.com
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: ~~January 16, 2025~~
~~January 23, 2025~~
~~January 29, 2025~~
January 31, 2025
~~February 5, 2025~~

Time: 9:00 a.m.
Dept.: 11B

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

DEC 18 2024

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 Preliminary Approval of Class Action and PAGA Settlement ("Motion")
16 came before this Court on 11/31/25 at 9:00 (a.m./p.m. in Department 11B before the Honorable
17 Robert T. Waters, presiding. The Court, having considered the papers submitted in support of the
18 Motion and good cause appearing therefor, hereby **GRANTS** Plaintiffs' Motion.

19 **IT IS HEREBY ORDERED:**

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

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

27 3. The Court preliminarily finds that the Settlement, including the allocations for the
28 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
18 awards through civil or administrative actions for the claims covered by the
19 Settlement.

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

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

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

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

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

28	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
----	----	--	---

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: <u>May 22, 2025</u> Time: <u>9:00 am</u> 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: 1/31/2025

By: 
The Honorable Robert T. Waters
Superior Court Judge


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

EXHIBIT A

**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 _____.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement entered on _____, 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 _____ a.m./p.m. (Pacific Time) on _____, 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 _____, at ____ 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._____](http://www._____.), 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 _____, 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.**