

MAY 20 2025

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

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

20 Plaintiffs,

21 vs.

22 WELBE HEALTH, LLC, a Delaware Limited
23 Liability Company; WELBE HEALTH PACE,
LLC, a Delaware Limited Liability Company;
24 WELBE HEALTH BAY AREA PACE, LLC,
a Delaware Limited Liability Company;
25 WELBEHEALTH INLAND EMPIRE PACE,
LLC, a Delaware Limited Liability Company;
26 WELBE HEALTH SAN BERNARDINO
27 PACE, LLC, a Delaware Limited Liability
Company; LA COAST PACE, LLC, a
28 Delaware Limited Liability Company;

Filed MAY 22 2025
STEPHANIE BOHRER, CLERK

By ERIN SPOONHOUR
DEPUTY

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

Honorable Robert T. Waters
Department 11B

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

Date: May 22, 2025
Time: 9:00 a.m.
Dept.: 11B

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

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

11
12 Defendants.

13 Plaintiffs Djuana Shanella Hale, Shannon Gilbert, and George Hernandez's (collectively,
14 "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees
15 and Costs, Enhancement Awards, and Settlement Administration Costs came before this Court on
16 May 22, 2025 at 9:00 a.m., in Department 11B before the Honorable Robert T. Waters.

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

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

24 1. The Court has jurisdiction over the subject matter of the above-captioned action and
25 over Plaintiffs and Defendants Welbe Health, LLC; Welbe Health PACE, LLC; Welbe Health Bay
26 Area PACE, LLC; WelbeHealth Inland Empire PACE, LLC; Welbe Health San Bernardino PACE,
27 LLC; LA Coast PACE, LLC; Welbe Housecalls, LLC; Sequoia PACE, LLC; Welbe Health HC,
28 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.

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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 Class Members David Arroyo and Lexus Ortiz have validly
25 and timely opted out of the Class Settlement, will not be bound by the Class Settlement, and will
26 not be issued an Individual Settlement Payment. The Court finds that no Settlement Class Members
27 have objected to the Class Settlement.

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

20 13. Upon the Effective Date and full funding of the Maximum Settlement Amount,
21 Plaintiffs, the State of California with respect to all PAGA Members, and all PAGA Members fully
22 release and discharge the Released Parties from all claims for civil penalties under PAGA that were
23 or could have been reasonably asserted based on the facts and allegations made in the Operative
24 Complaint and/or LWDA Letters, arising during the PAGA Period, including claims arising under
25 California Labor Code sections 98.6, 201, 201.3, 202, 203, 204, 210, 216, 223, 225.5, 226, 226.7,
26 227.3, 232, 233, 234, 245-248.5, 246, 247.5, 248.2, 432, 432.5, 432.7, 510, 512, 558, 558.1,
27 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 2698 *et seq.*, 2800,
28 2802, 2810.5, 3366, 3457, 6401, and 8397.4, as alleged in the Operative Complaint and/or the

1 LDWA Letters, and the California Industrial Welfare Commission Wage Orders based on the facts
2 alleged in the Operative Complaint and/or the LWDA Letters (collectively, "Released PAGA
3 Claims").

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

23 15. The Court hereby enters judgment in the entire Action as of the filing date of this
24 Final Approval Order and Judgment, pursuant to the terms set forth in the Stipulation of Settlement.
25 Without affecting the finality of this Final Approval Order and Judgment in any way, the Court
26 hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of
27 the Settlement and all orders entered in connection therewith pursuant to California Code of Civil
28 Procedure section 664.6.

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

4 17. The Court hereby approves and orders the payments of attorneys' fees to Class
5 Counsel in the amount of \$2,336,250.00 and reimbursement of litigation costs and expenses to
6 Class Counsel in the amount of \$18,487.77, from the Maximum Settlement Amount. The attorneys'
7 fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts.
8 The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall
9 be administered pursuant to the terms of the Stipulation of Settlement.

10 18. The Court also hereby approves and orders the payments of the Enhancement
11 Awards to Plaintiffs and Class Representatives Djuana Shanella Hale, Shannon Gilbert, and George
12 Hernandez in the amounts of \$10,000.00 each (total, 30,000.00) from the Maximum Settlement
13 Amount.

14 19. The Court also hereby approves and orders payment to the California Labor and
15 Workforce Development Agency in the amount of \$300,000.00 from the Maximum Settlement
16 Amount.

17 20. The Court also hereby approves and orders payment of 14,650.00 to ILYM Group,
18 Inc. from the Maximum Settlement Amount for actual settlement administration expenses incurred
19 by the Settlement Administrator.

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

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

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

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

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

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

18
19
20 Dated: MAY 22 2025

By: ROBERT T. WATERS
The Honorable Robert T. Waters
Superior Court Judge