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Attorneys for Plaintiffs and Class

**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, 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, Delaware Limited Liability
Company; LA COAST PACE, LLC, a
Delaware Limited Liability Company; WELBE
HOUSECALLS, LLC, a Delaware Limited
Liability Company; SEQUOIA PACE, LLC, a
Delaware Limited Liability Company; WELBE
HEALTH HC NOCAL, LLC, Delaware
Limited Liability Company; WELBE
HEALTH HC SOCAL, LLC, Delaware
Limited Liability Company; STOCKTON
PACE, LLC, a Delaware Limited Liability
Company; and DOES 1 through 25, inclusive,

Defendants.

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

Honorable Robert T. Waters
Department 11B

**DECLARATION OF NATHALIE
HERNANDEZ OF ILYM GROUP, INC.,
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

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

Complaint Filed: July 5, 2023
FAC Filed: September 23, 2024
Trial Date: Not Set

1 I, Nathalie Hernandez, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned *Hale, et al*
6 *v. Welbe Health, LLC et al.* matter. I am authorized to make this declaration on behalf of ILYM
7 Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I
8 could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering class action settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for class actions ranging in size from 26 to 4.5 million settlement class
12 members.

13 3. ILYM Group was engaged by the Parties’ counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the
17 *Notice of Proposed Class Action and PAGA Settlement, and Hearing Date for Final Court*
18 *Approval of Settlement* (referred to as “Class Notice”); (b) receiving and processing Requests for
19 Exclusion and Notices of Objection; (c) resolving Workweeks Disputes; (d) calculating individual
20 settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax
21 withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
22 and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to
23 the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or
24 the Court orders ILYM Group to perform.

25 4. On February 4, 2025, ILYM Group received the Court approved text for the Class
26 Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which
27 was approved by the Parties’ counsel prior to mailing.
28

1 5. On February 20, 2025, ILYM Group received the class data file from counsel for
2 Defendants, which contained the full name, last known mailing address, last known telephone
3 number, Social Security number, dates worked from April 30, 2019 through September 29, 2024,
4 dates worked from July 3, 2023 through September 29, 2024, and dates worked from April 30,
5 2019 through the date on which the Court granted preliminary approval of the Settlement for each
6 Class Member and PAGA Member (collectively, “Class Member Information”). The data file was
7 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
8 Member Information contained 1,675 individuals identified as Class Members who worked 91,207
9 Workweeks during the Class Period and 1,363 individuals identified as PAGA Members who
10 worked 42,085 PAGA Workweeks during the PAGA Period. Accordingly, the Escalator Clause
11 of the Settlement Agreement was not triggered. Additionally, pursuant to the Escalator Clause of
12 the Settlement Agreement, Defendants had the option to end the Class Period and PAGA Period
13 on the date that the Court granted preliminary approval of the Settlement, provided Defendants
14 would increase the Maximum Settlement Amount by a proportional amount for the percentage of
15 workweeks above the number of workweeks that existed as of September 29, 2024. Defendants
16 chose not to exercise that option.

17 6. As part of the preparation for mailing, all 1,675 names and addresses contained in
18 the Class Member Information were then processed against the National Change of Address
19 (“NCOA”) database, maintained by the United States Postal Service (“USPS”), for purposes of
20 updating and confirming the mailing addresses of the Class Members and PAGA Members before
21 mailing of the Class Notice. The NCOA contains requested change of addresses filed with the
22 USPS. To the extent that an updated address was found in the NCOA database, the updated
23 address was used for the mailing of the Class Notice. To the extent that no updated address was
24 found in the NCOA database, the original address provided by counsel for Defendants was used
25 for the mailing of the Class Notice.

26 7. On March 17, 2025, the Class Notice was mailed, via U.S First Class Mail, to all
27 1,675 individuals contained in the Class Member Information. Attached hereto, as **Exhibit A**, is
28 a true and correct copy of the mailed Class Notice.

1 8. As of the date of this declaration, 74 Class Notices have been returned to our office
2 as undeliverable. ILYM Group performed a computerized skip trace on the 74 returned Class
3 Notices that did not have a forwarding address, in an effort to obtain an updated address for the
4 purpose of re-mailing the Class Notice. As a result of this skip trace, 56 updated addresses were
5 obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S First
6 Class Mail. As of the date of this declaration, a total of 18 Class Notices have been deemed
7 undeliverable as no updated address was found, notwithstanding the skip tracing.

8 9. As of the date of this declaration, ILYM Group has not received any Requests for
9 Exclusion. The Response Deadline is May 1, 2025.

10 10. As of the date of this declaration, ILYM Group has not received any Notices of
11 Objection. The Response Deadline is May 1, 2025.

12 11. As of the date of this declaration, ILYM Group has not received any Workweeks
13 Disputes. The Response Deadline is May 1, 2025.

14 12. As of the date of this declaration, ILYM Group reports a total of 1,675 Settlement
15 Class Members, representing 100% of the Class.

16 13. Settlement Class Members will receive a proportional share of the Net Settlement
17 Amount through individual settlement payments, based on the number of Workweeks worked by
18 Class Members during the Class Period. The Net Settlement Amount is the amount remaining after
19 deduction of the Court-approved payments from the Maximum Settlement Amount for Attorneys'
20 Fees and Costs, Enhancement Awards, PAGA Amount, and Settlement Administration Costs.

21	Maximum Settlement Amount	\$ 6,675,000.00
22	Class Counsel Fees	\$ 2,336,250.00
23	Class Counsel Litigation Costs	\$ 22,000.00
24	Enhancement Award - Djuana Shanella Hale	\$ 10,000.00
25	Enhancement Award - Shannon Gilbert	\$ 10,000.00
26	Enhancement Award - George Hernandez	\$ 10,000.00
27	Settlement Administration Costs	\$ 14,650.00
28	PAGA Amount	\$ 400,000.00

Net Settlement Amount (estimated)	\$ 3,872,100.00
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To determine a Settlement Class Member's Individual Settlement Share, the Net Settlement Amount will be divided by the Workweeks of all Settlement Class Members during the Class Period, multiplied by the number of Workweeks worked by that Settlement Class Member. Based on these calculations, the Settlement Class Members will receive an estimated average gross Individual Settlement Share of \$2,311.70, with the estimated highest gross Individual Settlement Share being \$10,910.67, and the estimated lowest gross Individual Settlement Share being \$42.45.

14. To determine a PAGA Member's Individual PAGA Payment, 25% of the PAGA Amount will be divided by the PAGA Workweeks of all PAGA Members during the PAGA Period, multiplied by the number of PAGA Workweeks worked by that PAGA Member. Based on these calculations, the PAGA Members will receive an estimated average Individual PAGA Payment of \$73.37, with the estimated highest Individual PAGA Payment being \$159.20, and the estimated lowest Individual PAGA Payment being \$2.38.

15. ILYM Group's total fees and costs for services in connection with the administration of the Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are \$14,650.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform. Attached hereto, as **Exhibit B**, is ILYM Group's quote.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 25th day of April 2025, at Tustin, California.

Nathalie Hernandez
NATHALIE HERNANDEZ

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 SOCAL, 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 May 1, 2025.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement entered on January 31, 2025, 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.

ILYM ID: «ILYMID» «PC_»

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 «Class_Work_Weeks» Workweeks.**
- **From July 3, 2023 through September 29, 2024 (i.e., the PAGA Period), you are credited as having worked «PAGA_Work_Weeks» 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 May 1, 2025**.

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 \$«Class_Estimated_Settlement_Amount». 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 \$«PAGA_Estimated_Settlement_Amount» 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.

H. 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 May 1, 2025**.

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

If you submit a Request for Exclusion which is not postmarked by **May 1, 2025**, 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 May 1, 2025**.

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 **May 1, 2025**. 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 9:00 a.m. (Pacific Time) on May 22, 2025, 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 May 22, 2025, at 9:00 a.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.ilymgroup.com/welbehealth, which will include links to the Settlement Agreement and other documents

ILYM ID: «ILYMID» «PC_»

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 (888) 250-6810, 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 “B”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.

KEY ASSUMPTIONS	
Total Number of Class Members	1,675
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
Case Duration (Years)	1

ILYM Group Fees & Expenses

Case Startup:	\$975.00
Project Management:	\$2,840.00
Notification & Mailing:	\$2,974.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$6,305.75
Case Conclusion:	\$1,730.00
ILYM Fees & Expenses:	\$14,824.75
Capped Amount	\$14,650.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	3	\$450.00
Programming of Class Database	Hourly	\$175.00	3	\$525.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$975.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	7	\$840.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	3	\$210.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	0	\$0.00
Report Processing	Hourly	\$70.00	2	\$140.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$400.00	1	\$400.00
Toll-Free Customer Service Representative	Flat Fee	\$500.00	1	\$500.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,840.00

NOTIFICATION/MAILING				
Fulfillment of Notice (English only)	Per Piece	\$1.00	1,675	\$1,675.00
USPS First Class Postage	Per Piece	\$0.60	1,675	\$1,005.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$1.50	74	\$111.00
Storage, Photocopies, Deliveries	Flat Fee	\$183.00	1	\$183.00

Subtotal \$2,974.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.

Activity	Rate Type	Unit Cost	Volume	Amount
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DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	5	\$750.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	5	\$625.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	\$0.80	1,675	\$1,340.00
USPS First Class Postage	Per Piece	\$0.60	1,675	\$1,005.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.00	84	\$83.75
Reminder Postcard for Uncashed Checks	Per Piece	\$0.80	503	\$402.00
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal **\$6,305.75**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	4	\$480.00
Process Unclaimed Funds to the State	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	4	\$500.00

Subtotal **\$1,730.00**

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Total Fees & Expenses: **\$14,824.75**

Capped Amount **\$14,650.00**