

Arby Aiwazian (SBN 269827)  
Joanna Ghosh (SBN 272479)  
Selena Matavosian (SBN 348044)  
**LAWYERS for JUSTICE, PC**  
450 North Brand Boulevard, Suite 900  
Glendale, California 91203  
Tel: (818) 265-1020 / Fax: (818) 265-1021

*Attorneys for Plaintiffs Blanca Galeas and Coryn Lewis and the Class*

Samuel A. Wong (SBN 217104)  
Kashif Haque (SBN 218672)  
Jessica L. Campbell (SBN 280626)  
Joseph M. Szilagyi (SBN 317450)  
**AEGIS LAW FIRM, PC**  
9811 Irvine Center Drive, Suite 100  
Irvine, California 92618  
Tel: (949) 379-6250 / Fax: (949) 379-6251

*Attorneys for Plaintiff Tracy Hoge and the Class*

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

TRACY HOGE, individually, and on behalf of  
all others similarly situated;

Plaintiff,

vs.

BETHANY HOME SOCIETY OF SAN  
JOAQUIN COUNTY, INC.; and DOES 1  
through 20, inclusive,

Defendants.

Case No.: STK-CV-UOE-2020-0010956  
(*Lead Case*)

[*Consolidated with: Case No. STK-CV-UOE-  
2021-0010793*]

Honorable Jayne C. Lee  
Department 10C

**CLASS ACTION**

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

BLANCA GALEAS, individually and on behalf  
of other members of the general public similarly  
situated;

Plaintiff,

vs.

BETHANY HOME SOCIETY OF SAN  
JOAQUIN COUNTY, INC.; and DOES 1  
through 20, inclusive,

Defendants.

Date: July 31, 2025  
Time: 9:00 a.m.  
Department: 10C

*Hoge Complaint Filed:* December 29, 2020  
*Hoge FAC Filed:* August 9, 2021  
*Galeas Complaint Filed:* November 19, 2021  
*Hoge SAC Filed:* October 16, 2024  
*Trial Date:* None Set

1 This matter has come before the Honorable Jayne C. Lee in Department 10C of the above-  
2 entitled Court, located at 180 East Weber Avenue, Stockton, California 95202, on July 31, 2025  
3 at 9:00 a.m., on Plaintiffs Tracy Hoge, Blanca Galeas, and Coryn Lewis’s (collectively,  
4 “Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement, Class Counsel  
5 Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service  
6 Payments (“Motion for Final Approval”). Lawyers *for* Justice, PC appeared on behalf of Plaintiffs  
7 Blanca Galeas and Coryn Lewis and the Class, Aegis Law Firm, PC appeared on behalf of Plaintiff  
8 Tracy Hoge and the Class, and WFBM, LLP appeared on behalf of Defendant Bethany Home  
9 Society of San Joaquin County, Inc. (“Defendant”).

10 On March 14, 2025, the Court entered the Order Granting Preliminary Approval of Class  
11 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the  
12 settlement of the above-entitled actions in accordance with the Class Action and PAGA Settlement  
13 Agreement and Amendment to Class Action and PAGA Settlement Agreement (together,  
14 “Settlement,” “Agreement,” or “Settlement Agreement”), which, together with the exhibits  
15 annexed thereto set forth the terms and conditions for settlement of the Actions.

16 Having reviewed the Settlement Agreement and duly considered the parties’ papers and  
17 oral argument, and good cause appearing,

18 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 19 1. The Motion for Final Approval is granted in its entirety.
- 20 2. This Final Approval Order and Judgment incorporates by reference the definitions  
21 in the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used  
22 herein, but not defined, shall have the same meanings as in the Settlement Agreement and  
23 Preliminary Approval Order.
- 24 3. Unless otherwise specified, all citations and references to the Private Attorneys  
25 General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) are to the version of  
26 that statute prior to the recent amendment effective July 1, 2024; the amended statute does not  
27 apply to the Actions or the Settlement pursuant to California Labor Code section 2699(v)(1), as  
28 amended, because the notice to the Labor and Workforce Development Agency (“LWDA”) was

1 filed prior to June 19, 2024.

2 4. This Court has jurisdiction over the Class Members as it pertains to the Actions and  
3 the claims asserted in the Actions. The Court also has jurisdiction over all parties to the Actions  
4 as it pertains to the Actions and the claims asserted in the Actions.

5 5. The Court finds that the applicable requirements of California Code of Civil  
6 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
7 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
8 of the Class for purposes of the Class Settlement, as set forth in the Preliminary Approval Order.  
9 The Class is hereby defined to include: non-exempt employees currently or formerly employed by  
10 Defendant in California at any time during the Class Period (i.e., the period from December 29,  
11 2016 through March 26, 2024) (“Class”).

12 6. The aggrieved employees for purposes of the PAGA Settlement are hereby defined  
13 to consist of the following individuals: all persons currently or formerly employed by Defendant  
14 as a non-exempt employee in the State of California at any time during the PAGA Period (i.e., the  
15 period from December 28, 2019 through March 26, 2024) (“Aggrieved Employees”).

16 7. The Court finds that the Court Approved Notice of Class Action Settlement and  
17 Hearing Date for Final Court Approval (“Class Notice”) that was provided to the Class Members,  
18 fully and accurately informed the Class Members of all material elements of the Settlement, of  
19 their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or  
20 to seek exclusion from the Class Settlement; the Class Notice was the best notice practicable under  
21 the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully  
22 with the laws of the State of California, the United States Constitution, due process and other  
23 applicable law. The Class Notice fairly and adequately described the Settlement and provided the  
24 Class Members with adequate instructions and a variety of means to obtain additional information.

25 8. Pursuant to California law, the Court hereby grants final approval to the Settlement  
26 and finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole.  
27 More specifically, the Court finds that the Settlement was reached following meaningful formal  
28 and informal discovery and investigation conducted by Aegis Law Firm, PC and Lawyers *for*

Justice, PC (together, “Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of pursuing the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court finds that the Settlement, including the monetary allocations and payments, appear within the range of reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. The Court has further considered the absence of any objections by the Class Members to the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

9. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that Plaintiffs and all Class Members who did not submit a valid and timely Request for Exclusion (“Participating Class Members”), individually and on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs, children, executors, administrators, successors, and assigns, are bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as of the Effective Date and the date that Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, shall fully and finally release and discharge the Released Parties, and each of them, from the Released Class Claims.

10. The Court finds that Plaintiffs Tracy Hoge and Coryn Lewis have satisfied the prerequisites under PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, and not limited to, the facts and theories to support the alleged violations, in conformity

1 with California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has  
2 been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2). Pursuant to  
3 California Labor Code § 2699(1)(2), the Court has also considered and reviewed the PAGA  
4 Settlement and the allocation of \$60,000.00 toward civil penalties under the California Private  
5 Attorneys General Act of 2004 (“PAGA Penalties”), and the Court finds that they are fair,  
6 reasonable, and appropriate, and hereby approved. The Administrator shall distribute the PAGA  
7 Penalties as follows: the amount of \$45,000.00 to the LWDA (“LWDA PAGA Payment”), and the  
8 amount of \$15,000.00 to the Aggrieved Employees, in accordance with the terms and methodology  
9 set forth in the Settlement Agreement.

10 11. The Court determines that, Plaintiffs Tracy Hoge and Coryn Lewis, the State of  
11 California (with respect to Aggrieved Employees), and all Aggrieved Employees, individually and  
12 on behalf of their respective former and present spouses, representatives, agents, attorneys, heirs,  
13 children, executors, administrators, successors, and assigns, are bound by the PAGA Settlement  
14 and this Final Approval Order and Judgment, and thereby, as of the Effective Date and the date  
15 that Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll  
16 taxes owed on the Wage Portion of the Individual Class Payments, shall fully and finally release  
17 and discharge the Released Parties, and each of them, from the Released PAGA Claims.

18 12. The Court hereby directs that the Settlement be affected in accordance with the  
19 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

20 13. The Court finds that payment of the Administration Expenses Payment in the  
21 amount of \$13,500.00 to Phoenix Settlement Administrators (“Phoenix” or “Administrator”), is  
22 appropriate for the services performed and costs incurred and to be incurred for the notice and  
23 settlement administration process, and is hereby approved. It is hereby ordered that the  
24 Administrator shall issue payment to itself in the amount of \$13,500.00, in accordance with the  
25 terms and methodology set forth in the Settlement Agreement

26 14. The Court finds that the Class Representative Service Payments in the amount of  
27 \$15,000.00 each to Plaintiffs Tracy Hoge, Blanca Galeas, and Coryn Lewis (for a total of  
28 \$45,000.00) is fair and reasonable, and hereby approved. It is hereby ordered that the

1 Administrator issue payment in the amount of \$15,000.00 each to Plaintiffs Tracy Hoge, Blanca  
2 Galeas, and Coryn Lewis for their Class Representative Service Payments, according to the terms  
3 and methodology set forth in the Settlement Agreement.

4 15. The Court finds that attorneys' fees in the amount of \$666,666.66 to Class Counsel  
5 falls within the range of reasonableness and that the results achieved justify the award sought, and  
6 is hereby approved. It is hereby ordered that the Administrator issue payment in the amount of  
7 \$666,666.66 to Class Counsel for attorneys' fees, in accordance with the terms and methodology  
8 set forth in the Settlement Agreement, as follows: \$446,666.66 to Aegis Law Firm, PC and  
9 \$220,000.00 to Lawyers *for* Justice, PC.

10 16. The Court finds that reimbursement of litigation costs and expenses in the amount  
11 of \$51,606.38 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
12 Administrator issue payment in the amount of \$51,606.38 to Class Counsel for reimbursement of  
13 litigation costs and expenses, in accordance with the terms and methodology set forth in the  
14 Settlement Agreement, as follows: \$42,385.71 to Aegis Law Firm, PC and \$9,220.67 to Lawyers  
15 *for* Justice, PC.

16 17. It is hereby ordered that within thirty (30) calendar days after the Effective Date,  
17 Defendant shall deposit the Gross Settlement Amount of \$2,000,000.00 and the employer's share  
18 of payroll taxes and contributions with respect to the wage portion of Individual Class Payments  
19 into an account established by the Administrator, in accordance with the terms and methodology  
20 set forth in the Settlement Agreement.

21 18. It is hereby ordered that within fourteen (14) calendar days following Defendant's  
22 funding of the Gross Settlement Amount and the employer's share of payroll taxes and  
23 contributions with respect to the wage portion of Individual Class Payments, the Administrator  
24 will issue payments due under the Settlement and approved by the Court as follows: (a) Individual  
25 Class Payments to Participating Class Members, (b) Individual PAGA Payments to Aggrieved  
26 Employees, (c) LWDA PAGA Payment to the LWDA, (d) Class Representative Service Payments  
27 to Plaintiffs, (e) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to  
28 Class Counsel, and (f) Administration Expenses Payment to the Administrator, in accordance with

1 terms and methodology set forth in the Settlement Agreement.

2       19. Each check to a Participating Class Member and/or Aggrieved Employee for his or  
3 her Individual Class Payment and/or Individual PAGA Payment shall be valid for a period of one  
4 hundred eighty (180) calendar days from the date of issuance of the check, and after this time  
5 period, the check(s) shall be canceled. For any Class Member and/or Aggrieved Employee whose  
6 Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled  
7 after the void date, the Administrator shall transmit the leftover funds represented by such checks  
8 to the California Controller's Unclaimed Property Division in the name of the Participating Class  
9 Member and/or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the  
10 requirements of California Code of Civil Procedure Section 384, subd. (b). All Participating Class  
11 Members shall be bound by the terms and conditions of the Class Settlement regardless of whether  
12 or not they cash or otherwise negotiate their Individual Class Payment checks. All Aggrieved  
13 Employees shall be bound by the terms and conditions of the PAGA Settlement regardless of  
14 whether or not they cash or otherwise negotiate their Individual PAGA Payment checks.

15       20. After entry of this Final Approval Order and Judgment, pursuant to California Rules  
16 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
17 enforce the Settlement Agreement, Preliminary Approval Order, and this Final Approval Order  
18 and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and  
19 to supervise and adjudicate any dispute arising from or in connection with the distribution of  
20 settlement benefits.

21       21. Individualized notice of this Final Approval Order and Judgment is not required.  
22 The Administrator shall post a copy of the Final Approval Order and Judgment on the  
23 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of  
24 this Final Approval Order and Judgment.

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1           22.     A Final Compliance Hearing is set for \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in  
2 Department 10C. Class Counsel shall submit the Administrator’s accounting report regarding the  
3 status of the funding and disbursement of the Settlement at least five (5) court days prior to the  
4 Final Compliance Hearing.

5  
6 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Jayne C. Lee  
Judge of the Superior Court