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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

TRACY LOVELESS, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

ESSENTIAL BEHAVIORAL SUPPORT, INC.,
a California corporation; and DOES 1 through
10, inclusive,

Defendants

Case No.: 24CV447769

Assigned to Hon. Theodore C. Zayner, Dept.
19

Complaint filed: September 20, 2024

FAC filed: December 6, 2024

Trial date: Not set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: July 29, 2026

Time: 1:30 p.m.

Dept: 19

1 The Court has before it Plaintiff Tracy Loveless's ("Plaintiff" or "Class Representative")
2 Motion for Preliminary Approval of Class Action Settlement (the "Motion"). Having reviewed
3 the Motion along with the accompanying papers, the Class Action and PAGA Settlement
4 Agreement (which is referred to here as the "Settlement" or "Settlement Agreement"), and good
5 cause appearing, the Court hereby finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
8 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
9 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
10 Defendant Essential Behavioral Support Inc. ("Defendant," and together with Plaintiff, the
11 "Parties"). A true and correct copy of the Settlement Agreement is attached to the Declaration
12 of Conor J.D. Gomez in Support of Plaintiff's Motion for Preliminary Approval of Class Action
13 Settlement submitted to the Court as **Exhibit 1**.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the final approval hearing and final approval
17 by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$512,500.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class
19 Members (as defined below) who do not validly opt out; (b) a \$25,625.00 payment for penalties
20 under the Private Attorneys General Act ("PAGA"), with 65% of which (\$16,656.25) being paid
21 to the LWDA (the "LWDA PAGA Payment") and 35% (\$8,968.75) being paid to eligible
22 Aggrieved Employee (the "Individual PAGA Payment") (as defined in the Settlement
23 Agreement); (c) an enhancement award of up to \$10,000.00 for Plaintiff (the "Class
24 Representative Service Payment"); (d) Class Counsel's attorneys' fees not to exceed one-third
25 of the Gross Settlement Amount (\$170,833.33) (the "Class Counsel Fees Payment"), and up to
26 \$25,000.00 in costs for actual litigation expenses incurred by Class Counsel (the "Class Counsel
27 Litigation Expenses Payment"); and (e) a payment to Apex Class Action, LLC. (the
28 "Administrator") of up to \$10,000.00 (the "Administration Costs").

1 3. The Court preliminarily finds that the terms of the Settlement appear to be within
2 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
3 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
4 fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of
5 further litigation relating to class certification, liability and damages issues, and potential
6 appeals; (2) significant informal discovery, investigation, research, and litigation have been
7 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
8 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
9 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
10 has been reached as the result of intensive, serious, and non-collusive negotiations between the
11 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
12 preliminarily finds that the Settlement Agreement was entered into in good faith.

13 4. A final fairness hearing on the question of whether the proposed Settlement, Class
14 Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the PAGA Penalties
15 Payment for its share of the settlement of claims for penalties under the PAGA, and the Class
16 Representative Service Payment should be finally approved as fair, just, reasonable and
17 adequate as to the Class is hereby set in accordance with the implementation schedule set forth
18 below.

19 5. For settlement purposes, the Court provisionally certifies the Class defined as all
20 current and former hourly, non-exempt employees employed by Defendant, in the State of
21 California during the Class Period (each "Class Member" collectively the "Class"). The Class
22 Period is the period from September 20, 2020, through the day the Court grants preliminary
23 approval of the Settlement or the alternative end date as contemplated by the escalator clause
24 of the Settlement Agreement (the "Class Period").

25 6. The Court finds, for settlement purposes only, that the Class meets the
26 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
27 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
28 fact that are common, or of general interest, to all Class Members, which predominate over

1 individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4)
2 Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;
3 and (5) a class action is superior to other available methods for the fair and efficient adjudication
4 of the controversy.

5 7. The Court appoints Plaintiff as Class Representative, for settlement purposes
6 only. The Court further preliminarily approves Plaintiff's ability to request the Class
7 Representative Service Payment.

8 8. The Court appoints, for settlement purposes only, Tyler Woods, James Yoo,
9 Heriberto Ponce, Ruby Carrera, Alan Wilcox, and Conor Gomez of Wilshire Law Firm, PLC as
10 "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request
11 the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

12 9. The Court appoints Apex Class Action, LLC as the "Administrator" with the
13 Administrator Costs estimated not to exceed \$8,990.00.

14 10. The Court approves, as to form and content the class notice, attached as **Exhibit**
15 **A** to the Settlement Agreement (the "Class Notice"). A true and correct copy of the Class Notice
16 is attached hereto as **Exhibit 1**. The Court finds on a preliminary basis that plan for distribution
17 of the Class Notice to Class Members satisfies due process, provides the best notice practicable
18 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
19 thereto.

20 11. The Parties are ordered to carry out the Settlement according to the terms of the
21 Settlement Agreement.

22 12. Any Class Member who does not timely and validly request exclusion from the
23 Settlement may object to the Settlement Agreement.

24 13. The Court orders the following implementation schedule:

25 Defendant to provide Class List to the 26 Settlement Administrator	Within 21 business days after the Court grants Preliminary Approval of the 27 Settlement
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Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant
Response Deadline	60 days after Class Notice is mailed out by the Settlement Administrator 14 days additional days for any notices that were resent
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval
Final Approval Hearing	January 8, 2027, at 1:30 p.m., or first available date thereafter, in Department 19. The hearing may be continued to another date without further notice to the Class Members.

14. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

15. _____

 _____.

IT IS SO ORDERED.

DATE:

 Hon. Theodore C. Zayner
 Santa Clara County Superior Court