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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

**SUPPLEMENTAL DECLARATION OF  
KAREN L. WALLACE IN SUPPORT OF  
PLAINTIFF'S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: July 29, 2026

Time: 1:30 p.m.

Dept: 19

Complaint filed: September 20, 2024

FAC filed: December 6, 2024

Trial date: None set

**DECLARATION OF KAREN L. WALLACE**

I, Karen L. Wallace, declare as follows:

1. I am an attorney duly admitted to practice law in the State of California. I am a Senior Attorney at Wilshire Law Firm, PLC (“WLF”), counsel of record for Plaintiff Tracy Loveless (“Plaintiff”). I am familiar with the file in this matter and, if called as a witness, I could and would competently testify to the following facts of my own personal knowledge.

2. This declaration is submitted in support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (the “Motion”).

3. Pursuant to the Court’s Tentative Ruling on July 28, 2026, Plaintiff has revised the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval (“Revised Class Notice”). A true and correct copy of the Revised Class Notice is attached as **Exhibit A**.

4. The Revised Class Notice addresses the Court’s concerns as follows:

(a) The second full paragraph on page 3 now states: “If you worked for EBSI during the Class Period and/or the PAGA Period, you have the following options under the Settlement:

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, you may object to the class action portions of the Settlement (“Class Settlement”) and/or challenge the number of workweeks and/or pay periods assigned to you above. As a Participating Class Member, however, you will also give up your right to assert Class Period wage claims and PAGA Period penalty claims against EBSI.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class

1 Payment. You will, however, preserve your right to personally pursue  
2 Class Period wage claims against EBSI, and, if you are an Aggrieved  
3 Employee, remain eligible for an Individual PAGA Payment. You  
4 cannot opt-out of the PAGA portion of the proposed Settlement.

- 5 (b) The following language regarding the final approval hearing was added to  
6 the second full paragraph of Section 17: “Class members may appear at the  
7 Final Approval Hearing in person or remotely using the link for Department  
8 5 (Afternoon Session) and should review the remote appearance instructions  
9 beforehand: [https://santaclara.courts.ca.gov/online-services/remote-](https://santaclara.courts.ca.gov/online-services/remote-hearings)  
10 [hearings](https://santaclara.courts.ca.gov/online-services/remote-hearings). Class members who wish to appear remotely are encouraged to  
11 contact Class Counsel at least three (3) days before the hearing, if possible,  
12 so that potential technology or audibility issues can be avoided or  
13 minimized.”

14 I declare under penalty of perjury under the laws of the State of California and the United  
15 States that the foregoing is true and correct.

16 Executed on July 29, 2026, at Santa Monica, California.

17   
18 \_\_\_\_\_  
Karen L. Wallace

# EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND  
HEARING DATE FOR FINAL COURT APPROVAL**

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*Tracy Loveless v. Essential Behavioral Support, Inc.*  
Santa Clara County Superior Court, Case No. 24CV447769

**PLEASE READ THIS CLASS NOTICE CAREFULLY**

**You have received this Class Notice because Essential Behavioral Support, Inc.’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.**

**You do not need to take any action to receive a settlement payment, and, unless you request to be excluded from the class settlement, your legal rights may be affected.**

**This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the class settlement, object to the class settlement, and/or dispute the number of Workweeks or Pay Periods that you are credited with, if you so choose.**

*The Santa Clara County Superior Court authorized this notice.*

*It is not junk mail, spam, an advertisement, or solicitation by a lawyer.  
Please read it carefully! You are not being sued.*

**YOU ARE NOTIFIED THAT:** A class action and representative settlement has been reached between Plaintiff Tracy Loveless (“Plaintiff”) and Defendant Essential Behavioral Support, Inc (“EBSI”) (Plaintiff and EBSI are collectively referred to as the “Parties”) in the case entitled *Tracy Loveless v. Essential Behavioral Support, Inc.*, Santa Clara County Superior Court, Case No. 24CV447769 (“Action”) which may affect your legal rights. On July 29, 2026, the Court granted preliminary approval of the settlement and scheduled a hearing on March 3, 2027, at 2:30 p.m. (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

**IMPORTANT DEFINITIONS:**

“Aggrieved Employees” means all current and formerly hourly-paid or nonexempt employees of EBSI in California employed at any time during the PAGA Period.

“Class” means all current and former hourly-paid or non-exempt employees of EBSI employed at any time during the Class Period.

“Class Member” means a member of the Class.

“Class Period” means the period from September 20, 2020, through July 29, 2026.

“Class Settlement” means the settlement and release of Released Class Claims (described in Sections 7, 8 and 11 below.)

“PAGA Settlement” means the settlement and release of Released PAGA Claims (described in Sections 7, 8 and 11 below.)

“PAGA Period” means the period from September 20, 2023, through July 29, 2026.

**BACKGROUND OF THE ACTION:** On September 20, 2024, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) and EBSI of the specific provisions of the California Labor Code that she alleges EBSI violated during her employment (“LWDA Notice”).

On September 20, 2024, Plaintiff filed a putative wage and hour Class Action Complaint in Santa Clara County Superior Court (Case No. 24CV447769).

On December 6, 2024 Plaintiff filed a First Amended Complaint adding a claim for penalties pursuant to the Private Attorneys General Act (“PAGA”).

Plaintiff alleges EBSI failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, produce requested employment records, provide compliant wage statements, and reimburse business expenses. Plaintiff further contends that the alleged violations constitute unfair business practices in violation of the California Business & Professions Code section 17200, *et seq.*, and give rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

EBSI ***strongly denies violating any laws or failing to pay any wages*** and contends it complied with all applicable laws.

After investigation and analysis of the claims, the Parties engaged in good faith, arms-length negotiations, and as a result, the Parties reached a settlement. The Parties have since entered a Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring EBSI to fund Individual Class Payments, and (2) a PAGA Settlement requiring EBSI to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it.

At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires EBSI to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against EBSI.

### **Your Estimated Individual Settlement Payment:**

Based on EBSI’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to EBSI’s records you

are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

**Your Workweek and Pay Periods Based on EBSI’s Records:**

The above estimates are based on EBSI’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period.** The number of Workweeks attributed to you will be calculated by the Settlement Administrator using Defendant’s records. If you believe that you worked more during either period, you can submit a challenge by the deadline date (*See* Section 8 below).

**If you worked for EBSI during the Class Period and/or the PAGA Period, you have the following options under the Settlement:**

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, you may object to the class action portions of the Settlement (“Class Settlement”) and/or challenge the number of workweeks and/or pay periods assigned to you above. As a Participating Class Member, however, you will also give up your right to assert Class Period wage claims and PAGA Period penalty claims against EBSI.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against EBSI, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DO NOTHING                                       | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against EBSI that are covered by this Settlement (Released Claims).                                                                                                                                                                                                                                                                                   |
| EXCLUDE YOURSELF                                 | If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. However, even if you exclude yourself from the Class Settlement, you will still receive a portion of the PAGA Settlement and be bound by it if you worked during the PAGA Period. Non-Participating Class Members cannot object to any portion of the proposed Settlement. |
| OBJECT                                           | All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are                                                                                                                                                                                                                                    |

|                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                              | not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable.                                                                                                                                                                                                                                  |
| <b>CHALLENGE YOUR<br/>NUMBER OF<br/>WORKWEEKS<br/>AND/OR PAY<br/>PERIODS</b> | The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to EBSI's records is stated on the third page of this Notice. If you disagree with either of these numbers, you must challenge it by <b>INSERT DATE</b> . See Section 8 of this Notice. |

## BASIC INFORMATION

### 1. WHY AM I RECEIVING THIS NOTICE?

EBSI's records indicate that you worked for EBSI at some point(s) between September 20, 2020, and July 29, 2026, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is September 20, 2023, through July 29, 2026.

If the Court grants Final Approval of the Settlement, a settlement administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Santa Clara County Superior Court. The case is titled *Tracy Loveless v. Essential Behavioral Support, Inc.*, Santa Clara County Superior Court, Case No. 24CV447769. The person who sued, Tracy Loveless, is the Plaintiff, and the company sued, Essential Behavioral Support, Inc., is the Defendant.

### 2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against EBSI for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods and pay meal period premiums; (4) failure to provide rest periods and pay rest period premiums; (5) failure to pay all wages earned and unpaid at separation; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify employees for all necessary business expenditures; (8) failure to produce requested

employment records; (9) violation of California's Unfair Competition Law, California Business and Professions Code section 17200, *et seq.*; and (10) civil penalties pursuant to PAGA based on the alleged violations of the California Labor Code listed above (the "Claims").

EBSI ***strongly denies*** violating any laws or failing to pay any wages and contends it complied with all applicable laws.

### **3. WHY IS THIS A CLASS ACTION?**

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### **4. WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, Plaintiff and EBSI hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and EBSI have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, EBSI does not admit any violations or concede the merit of any claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believe the Settlement is fair and reasonable and in the best interests of all Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

## **WHO IS INCLUDED IN THE SETTLEMENT?**

### **5. WHO IS INCLUDED IN THE SETTLEMENT?**

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period, including current and former employees.

### **6. ARE THERE EXCEPTIONS TO BEING INCLUDED?**

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

## **THE SETTLEMENT BENEFITS—WHAT YOU GET**

### **7. WHAT DOES THE SETTLEMENT PROVIDE?**

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

EBSI has agreed to pay a Gross Settlement Amount (“Gross Settlement Amount” or “GSA”) of up to \$512,500.00 to settle the lawsuit. EBSI has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third (1/3) of the GSA, currently estimated to total \$170,833.33 and reimbursement for reasonable costs not to exceed \$25,000.00; a Class Representative Service Payment of up to \$10,000.00 to the Plaintiff (for Plaintiff’s work and efforts prosecuting this case and Plaintiff’s broader general release); a PAGA Penalties payment of \$25,625.00 to resolve the PAGA claims (“PAGA Penalties”); and Settlement Administration Costs in an amount not to exceed \$10,000.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections. The remaining portion of the Settlement amount is the “Net Settlement Amount” or the “NSA.” The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$25,625.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or \$16,656.25, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or \$8,968.75, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

## **8. HOW MUCH WILL MY PAYMENT BE?**

An approximation of your Individual Class Payment appears on the **third** page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the **third** page of this Notice.

**Individual Class Payment:** Your Individual Class Payment is based on the number Workweeks you worked, as represented in EBSI’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (September 20, 2020 to July 29, 2026). Sixty percent (60%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and forty percent (40%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 40% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

**Individual PAGA Payment:** If you worked for EBSI during the PAGA Period, you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period (September 20, 2023 to July 29, 2026). One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on an IRS Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement.

Although Plaintiff and EBSI have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

**Workweek/Pay Period Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in EBSI's records, are stated in the first page of this Notice. You have until **INSERT DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 12 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept EBSI's calculation of Workweeks and/or Pay Periods based on EBSI's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and EBSI's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

## HOW YOU GET A PAYMENT

### 9. HOW DO I RECEIVE A PAYMENT?

**You do not need to do anything to receive a payment.** However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

### 10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on **INSERT DATE**, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date and the Court's approval of the Settlement becoming final, including resolution of any appeals, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees after the Settlement is fully funded, which will not occur until approximately  days after the Effective Date.

**Settlement checks should be cashed promptly upon receipt.** Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the State of California Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who did not cash his or her settlement check. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. You can search for unclaimed property on the State's website at: [https://www.sco.ca.gov/search\\_upd.html](https://www.sco.ca.gov/search_upd.html)

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

## **11. WHAT AM I GIVING UP TO GET A PAYMENT?**

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against EBSI concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and Defendant's past and present agents, officers, directors, employees, attorneys, parent companies, subsidiaries, joint employers, affiliates, insurers, investors, shareholders and assigns ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

**Released Class Claims:** All Class Members who do not submit timely and valid request for exclusion will waive and release EBSI and EBSI's past and present agents, officers, directors, employees, attorneys, parents, subsidiaries, agents, joint employers, affiliates, insurers, investors, shareholders and assigns (the "Released Parties") from all claims arising during the Class Period which were asserted against EBSI in the operative complaint filed in the Action or which reasonably could have been asserted against EBSI based on the factual allegations stated in the operative complaint filed in the Action. This includes all wage and hour, penalty, Private Attorney General Act, and related claims that have been brought in the Action or that reasonably could have been brought based on the facts and violations identified in Plaintiffs' Complaint and in her pre-filing notice letters filed with the LWDA at any point during the Settlement Period, to include EBSI's failure to pay minimum, regular, and overtime wages, provide compliant meal periods and associated premiums, provide compliant rest periods and associated premiums, timely pay wages during employment, timely pay wages upon termination, provide compliant and accurate wage statements, maintain complete and accurate records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 551, 552, 558, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, Business & Professions Code section 17200, et seq., among others, and applicable Industrial Welfare Commission Wage Orders, including inter alia Wage Orders 4-2001 and 5-2001 ("Released Claims").

**Released PAGA Claims:** The claims released by Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, and the State of California as to the Release Parties are all claims under PAGA arising during the PAGA Period (a) which were asserted against EBSI in Plaintiff's PAGA Notice and/or the operative complaint filed in the Action or (b) which reasonably could have been asserted against EBSI based on the factual allegations stated in Plaintiff's PAGA Notice and/or the operative complaint filed in the Action, including claims for unpaid wages, unpaid overtime, failure to pay minimum wages, failure to provide meal periods, failure to provide rest periods, failure to pay all wages due at termination, inaccurate wage statements, failure to reimburse business expenses, failure to produce employment records, and claims under the following statutes: California Labor Code sections 201, 202, 204, 210, 213, 216, 223, 225.5, 226, 226.3, 226.6, 226.7, 232, 246, 2699, 2699, 2802, 2810.5, 432, 510, 558, 558.1, 1174, 1174.5, 1194, 1197.1, 1198, 1198.5, 1199, 2350, and the applicable IWC Wage Order(s).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

The Court has appointed a neutral company, Apex Class Action LLC (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement.

To exclude yourself from the Settlement, you must send the Administrator a written and signed request for exclusion which must be postmarked no later than 60 days after Class Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the Administrator to identify you. You can send your request for exclusion to the Administrator at:

Apex Class Action LLC  
Essential Behavioral Support, Inc. Settlement

XXXXX

City, State, XXXXX

Email:

Fax:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for EBSI during the PAGA Period. If you ask to be excluded, you may be able to sue (or continue to sue) EBSI in the future for the claims alleged in this Action.

### 13. IF I DON’T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue EBSI for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **60 days** after Class Notice is Mailed.

### 14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

Only if you are an Aggrieved Employee. Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement, so they will receive their portion of the PAGA Penalties even if they exclude themselves from the rest of the Settlement. However, if you timely exclude yourself from the Settlement, you will not be a Participating Class Member and will not receive any of the Net Settlement Amount and you will retain the right to pursue your own legal action against EBSI for violations other than the Released PAGA Claims described above, if you desire.

## THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

## 15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm, PLC is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

Class Counsel: Tyler J. Woods  
tyler.woods@wilshirelawfirm.com  
James Yoo  
james.yoo@wilshirelawfirm.com  
Heriberto Ponce  
eddie.ponce@wilshirelawfirm.com  
Ruby Carrera  
ruby.carrera@wilshirelawfirm.com  
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## 16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to **\$170,833.33** (or 1/3 of the GSA) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to **\$25,000.00** in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve a payment to Plaintiff Tracy Loveless in the amount of up to **\$10,000.00** in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award a Class Representative less than what is requested.

## OBJECTING TO THE SETTLEMENT

*You can and have the right to tell the Court you do not agree with the Settlement or some part of it.*

## 17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed, emailed, or faxed to the Administrator and postmarked on or before [REDACTED], at the following address:

Apex Class Action LLC  
Essential Behavioral Support, Inc. Settlement

XXXXX

City, State, XXXXX

Email:

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

## **Fax:**

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings. Class members may appear at the Final Approval Hearing in person or remotely using the link for Department 5 (Afternoon Session) and should review the remote appearance instructions beforehand: <https://santaclara.courts.ca.gov/online-services/remote-hearings>. Class members who wish to appear remotely are encouraged to contact Class Counsel at least three (3) days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

## **18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?**

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

## **THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

## **19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing at 2:30 p.m. on March 3, 2027, in Department 5 of the Santa Clara County Superior Court (Downtown Courthouse) located at 191 North First Street, San Jose, California 95113, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate.

The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **20. DO I HAVE TO COME TO THE HEARING?**

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the Administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## IF YOU DO NOTHING

### 21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against EBSI about the legal issues in the Action.

## GETTING MORE INFORMATION

### 22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact Defense Counsel:

Defense Counsel: Jonathan Riddell  
[jriddell@folsomjackson.com](mailto:jriddell@folsomjackson.com)  
Caroline Colangelo  
[ccolangelo@folsomjackson.com](mailto:ccolangelo@folsomjackson.com)  
Folsom Jackson O'Malley, LLP  
500 Capitol Mall, Suite 1550  
Sacramento, CA 95814  
Telephone: (916) 661-5700

You may also contact the Court-appointed Administrator, Apex Class Action LLC, by calling toll free 1-800-XXXX, or you can write to the Administrator at the following address:

Apex Class Action LLC  
Essential Behavioral Support, Inc. Settlement  
XXXXX  
City, State, XXXXX  
Email:  
Fax

**PLEASE DO NOT TELEPHONE THE COURT OR ESSENTIAL BEHAVIORAL SUPPORT, INC.'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE ADMINISTRATOR, LISTED ABOVE.**