

NOTICE OF CLASS ACTION SETTLEMENT

Jenelle Olea et al. v. The Stepping Stones Group LLC et al.

Superior Court of the State of California for the County of San Diego Case No. 37-2022-00040884-CU-OE-CTL

Nicole Foerst v. Autism Intervention Professionals, LLC et al.

Superior Court of the State of California for the County of Sonoma Case No. SCV-271936

This notice is to the following individuals in connection with a pending class action settlement:

All individuals currently or formerly employed by Defendants [The Stepping Stones Group LLC; Autism Intervention Professionals, LLC; EBS Healthcare Staffing Services, Inc.; EBS Healthcare, LLC; STAR of CA, LLC; and Behavioral Learning Center, Inc.] in California as hourly, non- exempt employees during the Class Period [of April 16, 2018 through September 2, 2023] and who have not signed release agreements as of September 2, 2023.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Diego (the "Court") has preliminarily approved this class and representative action lawsuit filed by Jenelle Olea and Nicole Forest ("Class Representatives") against The Stepping Stones Group LLC; Autism Intervention Professionals, LLC; EBS Healthcare Staffing Services, Inc.; EBS Healthcare, LLC; STAR of CA, LLC; and Behavioral Learning Center, Inc. (collectively, "Defendants") for alleged wage and hour violations (the "Lawsuit").

The Lawsuit is based on various causes of action: (1) Failure to Pay All Minimum Wages (Labor Code sections 1194, 1194.2, 1197), (2) Failure to Pay All Overtime Wages (Labor Code sections 204, 510, 558, 1194, 1198), (3) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums (Labor Code sections 226.7, 512, 558, 1198), (4) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums (Labor Code sections 226.7, 516, 668, 1198), (5) Untimely Payment of Wages (including Failure to Pay Wages Timely During Employment and Failure to Pay All Wages Earned and Unpaid at Separation) (Labor Code sections 201, 202, 203, 204, 210, 216, 218), (6) Failure to Furnish Accurate Itemized Wage Statements (Labor Code section 226), (7) Waiting Time Penalties (Labor Code sections 201, 202, 203), (8) Failure to Reimburse Business Expenses (Labor Code section 2802), (9) Failure to Maintain Accurate Employment Records (including Payroll Records) (Labor Code section 1174), (10) Unfair Competition (Business and Professions Code section 17200-17210), (11) Civil Penalties Under the Private Attorneys General Act (Labor Code section 2698, et seq.). Defendants deny all claims and maintain that they have fully complied with the law.

Defendants' records reflect you worked <<Weeks>> workweeks during the Class Period of April 16, 2018 through September 2, 2023, and did not sign a release agreement as of September 7, 2023. Based on this information, your Individual Class Payment is estimated to be <<SettAmnt>> (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out and whether you are eligible to receive civil penalties under California's Private Attorneys General Act of 2004 ("PAGA").

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the release provisions in the settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.

Questions? Contact the Settlement Administrator toll free at 1-(888) 919-4077

The Court's final approval hearing is scheduled to take place on **April 12, 2024 at 9:30 a.m.** in Dept. 66 of the San Diego Superior Court, located at 330 W Broadway, San Diego, CA 92101. You do not have to attend but you do have the right to appear. *For more information, please carefully read this notice.*

1. WHAT IS THE ACTION ABOUT?

The Class Representatives are former employee of Defendants. The Class Representatives alleged that Defendants violated California labor and employment laws as follows: (1) Failure to Pay All Minimum Wages (Labor Code sections 1194, 1194.2, 1197), (2) Failure to Pay All Overtime Wages (Labor Code sections 204, 510, 558, 1194, 1198), (3) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums (Labor Code sections 226.7, 512, 558, 1198), (4) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums (Labor Code sections 226.7, 516, 668, 1198), (5) Untimely Payment of Wages (including Failure to Pay Wages Timely During Employment and Failure to Pay All Wages Earned and Unpaid at Separation) (Labor Code sections 201, 202, 203, 204, 210, 216, 218), (6) Failure to Furnish Accurate Itemized Wage Statements (Labor Code section 226), (7) Waiting Time Penalties (Labor Code sections 201, 202, 203), (8) Failure to Reimburse Business Expenses (Labor Code section 2802), (9) Failure to Maintain Accurate Employment Records (including Payroll Records) (Labor Code section 1174), (10) Unfair Competition (Business and Professions Code section 17200-17210), (11) Civil Penalties Under the Private Attorneys General Act (Labor Code section 2698, et seq.). Plaintiffs are represented by Ferraro Vega Employment Lawyers and Melmed Law Group ("Class Counsel"). Defendants are represented by Troutman Pepper Hamilton Sanders LLP ("Defense Counsel").

Defendants deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

2. WHAT ARE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representatives, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$4,250,000.00 and authorize the following deductions: Class Representative Service Payments (totaling \$20,000.00), Class Counsel Attorneys' Fees in the amount of 33.33% of the Gross Settlement (\$1,416,525), Class Counsel Litigation Costs (not to exceed \$50,000), the PAGA Payment (totaling \$100,000.00 with 75% (\$75,000.00) paid to the LWDA and 25% (\$25,000.00) paid as Individual PAGA Payments to Class Members who worked during the PAGA Period of September 30, 2021 through September 2, 2023), and the Administration Expenses to be paid to the third-party settlement administrator (not to exceed \$55,000).

After making the above deductions in amounts approved by the Court, the Administrator will calculate and distribute making Individual Class Payments to Participating Class Members based on their Class Period Workweeks. 60% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 40% shall constitute interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants' payment of the wages, including but not limited to the Wage Portions of the Individual Class Payment, shall not extend or alter your period of employment with Defendants for any purpose.

Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments and any Individual PAGA Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you submit a signed Request for Exclusion by the March 15, 2024. ("Response Deadline").

After the Judgment is final and Defendants have fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement, as follows:

All Participating Class Members release Released Parties from any and all claims, damages, and penalties that were alleged or could have been alleged based on the facts alleged in the Actions and any LWDA notices that Plaintiffs submitted in connection with the Actions during the Class Period, including, without limitation, claims for: (1) Failure to Pay All Minimum Wages (Labor Code sections 1194, 1194.2, 1197), (2) Failure to Pay All Overtime Wages (Labor Code sections 204, 510, 558, 1194, 1198), (3) Failure to Provide Meal Periods and Pay Missed Meal Period Premiums

(Labor Code sections 226.7, 512, 558, 1198), (4) Failure to Provide Rest Periods and Pay Missed Rest Period Premiums (Labor Code sections 226.7, 516, 668, 1198), (5) Untimely Payment of Wages (including Failure to Pay Wages Timely During Employment and Failure to Pay All Wages Earned and Unpaid at Separation) (Labor Code sections 201, 202, 203, 204, 210, 216, 218), (6) Failure to Furnish Accurate Itemized Wage Statements (Labor Code section 226), (7) Waiting Time Penalties (Labor Code sections 201, 202, 203), (8) Failure to Reimburse Business Expenses (Labor Code section 2802), (9) Failure to Maintain Accurate Employment Records (Labor Code section 1174), (10) Unfair Competition (Business and Professions Code section 17200-17210), (11) Civil Penalties Under the Private Attorneys General Act (Labor Code section 2698, et seq.) ("Released Class Claims"). Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Operative Complaint or outside the Class Period.

3. HOW IS MY INDIVIDUAL CLASS SETTLEMENT CALCULATED?

Your dates of employment used to calculate the number of Class Workweeks you worked during the Class Period are stated on the first page of this notice. The Administrator will calculate Individual Class Payments by (1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members. In addition, Class Members who worked from September 30, 2021 through September 2, 2023 ("PAGA Period") will receive an Individual PAGA Payment based on the total number of Pay Periods that they worked during the PAGA Period.

4. HOW CAN I CORRECT THE NUMBER OF WORKWEEKS?

You have until the Response Deadline to correct or challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator (along with any supporting documentation) via mail or email to the Administrator at the following address:

Jenelle Olea et al. v. The Stepping Stones Group LLC et al.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446
Tel.: (888) 919-4077
SSGSettlement@ctpgroup.com
www.cptgroupcaseinfo.com/SSGSettlement

The Administrator will accept Defendants' calculation of Workweeks 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.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail or email it to the Administrator before the Response Deadline.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator Questions? Contact the Settlement Administrator toll free at 1-(888) 919-4077

advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on **April 12, 2024 at 9:30 a.m.** in Dept. 66 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, CA 92101. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representative(s), and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Court's website, access the Register of Actions, and search for the case using the case number at the top of this notice. You can also telephone or send an email to Class Counsel at the address below:

Class Counsel

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

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10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, <https://www.sco.ca.gov/upd form claim.html>.