

**FILED**  
Superior Court of California  
County of Alameda

11/10/2025

Clerk of the Court, Executive Officer / Clerk of the Court

By:  Deputy

B. Mercado

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*Attorneys for Plaintiffs*

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF ALAMEDA**

10 MARLENA RIPLEY, individually, and on  
11 behalf of other members of the general public  
12 similarly situated;

12 Plaintiff,

13 v.

14 EAST BAY AGENCY FOR CHILDREN, a  
15 California nonprofit corporation; and DOES 1  
16 through 100, inclusive

16 Defendants.

Case No.: 24CV076557

Assigned for All Purposes to:  
Honorable Somnath Raj Chatterjee  
Department 21

**CLASS ACTION**

**~~PROPOSED~~ AMENDED ORDER  
PRELIMINARILY APPROVING CLASS  
ACTION SETTLEMENT AND SETTING  
HEARING FOR FINAL APPROVAL OF  
SETTLEMENT**

**[Reservation ID: 195470791795]**

Hearing Date: October 14, 2025  
Hearing Time: 2:30 p.m.  
Hearing Place: Department 21

Complaint Filed: May 21, 2024  
FAC Filed: August 2, 2024  
Trial Date: None Set

1 Having read and considered the papers filed in support of the motion, settlement documents,  
2 arguments of counsel, and good cause appearing, the Court orders as follows:

3 **IT IS ORDERED:**

4 1. This Order incorporates by reference the definitions in the Class Action and  
5 PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”), and all  
6 terms defined therein shall have the same meaning in this Order as set forth in the Settlement.

7 2. It appears to the Court that the Settlement is fair, adequate, and reasonable  
8 on a preliminary basis. The Court recognizes the value of the monetary recovery provided to all the  
9 Class Members and finds such recovery is fair, adequate, and reasonable when balanced against  
10 further litigation. The Parties have conducted significant investigations, discovery, and research  
11 such that the Parties’ counsel are able to reasonably evaluate their positions. The Settlement will  
12 avoid substantial additional costs by all Parties and will avoid the risks and delays inherent in further  
13 prosecution. The Parties reached the Settlement as the result of intensive, serious, and non-  
14 collusive, arm’s-length negotiations facilitated by an experienced and neutral mediator. On a  
15 preliminary basis, the Court finds that the Settlement appears to be within the range of  
16 reasonableness of a settlement that could be given final approval by this Court. Accordingly, the  
17 Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.

18 3. For settlement purposes only, the following persons are conditionally  
19 certified as “Class Members” or the “Class”: all current and former hourly-paid or non-exempt  
20 employees of Defendant East Bay Agency for Children (“Defendant”) within the State of California  
21 at any time during the period from May 21, 2020, through August 18, 2025, or the date of  
22 preliminary approval, whichever date is sooner. “Participating Class Members” means Class  
23 Members who do not submit valid and timely Requests for Exclusion from the Settlement.

24 4. The “Aggrieved Employees” means all current and former hourly-paid or  
25 non-exempt employees of Defendant within the State of California at any time during the period  
26 from May 28, 2023, through August 18, 2025, or the date of preliminary approval, whichever date  
27 is sooner.

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1           5.     Plaintiffs Marlena Ripley and Alexander Herndon (“Plaintiffs”) are  
2 appointed as the class representatives.

3           6.     Douglas Han, Shunt Tatavos-Gharajeh, and Jamie Nguyen of Justice Law  
4 Corporation are appointed as Class Counsel.

5           7.     ILYM Group, Inc. is appointed to act as the Administrator. The  
6 Administrator is ordered to carry out the settlement administration according to the terms of the  
7 Agreement and in conformity with this Order.

8           8.     The Parties’ notice plan is constitutionally sound and approved as the best  
9 notice practicable. The Court Approved Notice of Class Action and PAGA Settlement and Hearing  
10 Date for Final Court Approval (“Class Notice”), attached hereto as **Exhibit A**, is sufficient to  
11 inform Class Members of the terms of the Agreement, their rights to receive monetary payments  
12 under the Agreement, and date and location of the Final Approval Hearing. The Class Notice fairly,  
13 plainly, accurately, and reasonably informs Class Members of: (a) nature of the lawsuit, definition  
14 of the Class, identity of Class Counsel, and material terms of the Agreement; (b) application for the  
15 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class  
16 Representative Service Payments; (c) formulas used to determine each Participating Class  
17 Member’s and Aggrieved Employee’s settlement payments; (d) Class Members’ right to appear  
18 through counsel if they desire; (e) how to object to or opt out from the Agreement; and (f) how to  
19 obtain additional information. The Court finds that the notice requirements of Rule of Court, rule  
20 3.769, subdivision (f), are satisfied and that the Class Notice adequately advises Class Members of  
21 their rights. The Parties’ counsel are authorized to correct any typographical errors in the Class  
22 Notice and make clarifications, to the extent they are found or needed. But such corrections to the  
23 Class Notice must not materially alter the substance of the Class Notice and other notice documents.

24           9.     The Court preliminarily approves the settlement of claims under Private  
25 Attorneys General Act of 2004 (“PAGA”) according to the terms and conditions in the Agreement.

26           10.    The Court finds that the notice of settlement that Plaintiffs provided to the  
27 California Labor and Workforce Development Agency satisfies the notice requirements of Labor  
28 Code section 2698, *et seq.* (PAGA).

1           11. No later than fourteen (14) calendar days after the Court grants Preliminary  
2 Approval of the Settlement, Defendant will deliver the Class Data to the Administrator in the form  
3 of a Microsoft Excel spreadsheet.

4           12. Before mailing Class Notices, the Administrator shall update Class Member  
5 addresses using the National Change of Address Database. No later than fourteen (14) calendar  
6 days after receiving the Class Data, the Administrator will send to all Class Members identified in  
7 the Class Data the Class Notice via First Class U.S. Mail.

8           13. No later than three (3) business days after the Administrator's receipt of any  
9 Class Notice returned by the USPS as undelivered, it shall re-mail the Class Notice using any  
10 forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the  
11 Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the  
12 most current address obtained.

13           14. The procedures and sixty (60) calendar days deadline ("Response Deadline")  
14 for Class Members to request exclusion from the Settlement, object to the Settlement, and challenge  
15 the Workweeks and/or PAGA Pay Periods is adopted as described in the Settlement. The Response  
16 Deadline will be extended an additional fourteen (14) calendar days beyond the original Response  
17 Deadline otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.

18           15. A Request for Exclusion must be timely faxed, emailed, or postmarked by  
19 the Response Deadline. The Class Members who properly and timely exclude themselves from the  
20 Settlement shall not be Participating Class Members and will have no rights with respect to the  
21 Settlement, no interest in the Settlement proceeds, and no standing to object to the Settlement,  
22 except that such persons will still be paid their allocation of the PAGA Penalties.

23           16. The Participating Class Members may send signed written objections to the  
24 Administrator by fax, email, or mail by the Response Deadline. Alternatively, the Participating  
25 Class Members may choose to appear in Court (or hire an attorney to appear in Court) to present  
26 verbal objections at the Final Approval Hearing.

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1           17. Each Class Member may challenge the number of Class Workweeks and/or  
2 PAGA Pay Periods (if any) allocated to them in the Class Notice by communicating with the  
3 Administrator via fax, email, or mail by the Response Deadline.

4           18. The face of each settlement check shall state that the settlement checks that  
5 are not cashed within one hundred twenty (120) calendar days after the date of mailing will be  
6 voided ("Void Date"). The Administrator will cancel all settlement checks not cashed by the Void  
7 Date. The Administrator shall transmit the funds represented by uncashed checks to the *cy pres*  
8 recipient Legal Aid At Work. The Administrator will not disburse the uncashed funds to the *cy pres*  
9 recipient Legal Aid At Work until after Court approval of the accounting.

10           19. To the extent permitted by law and pending a determination as to whether  
11 the Agreement should be approved, the Class Members shall not institute or prosecute any of the  
12 Released Class Claims against the Released Parties.

13           20. Effective on the date when Defendant funds the Gross Settlement Amount  
14 and all employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, all  
15 the Participating Class Members, on behalf of themselves and their former and present  
16 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the  
17 Released Parties from all claims that were alleged, or could have been alleged, based on the facts  
18 contained in the Operative Complaint and that occurred during the Class Period.

19           21. Effective on the date when Defendant funds the Gross Settlement Amount  
20 and all employer's payroll taxes owed on the Wage Portion of the Individual Class Payments,  
21 Plaintiffs, as agents and proxies of the State of California, and State of California itself (including  
22 the LWDA) are deemed to release the Released Parties from all claims for PAGA penalties that  
23 were alleged, or could have been alleged, based on the facts stated in the PAGA Notice that occurred  
24 during the PAGA Period.

25           22. If the Settlement does not become final and effective, the fact that the Parties  
26 were willing to stipulate to certification of the Class as part of the Settlement shall have no bearing  
27 on and shall not be admissible or used in any way in connection with the question of whether the  
28 Court should certify any claims in a non-settlement context in this case or in any other lawsuit.

1           23.     Neither the Settlement nor any exhibit, document, or instrument delivered  
2 thereunder shall be construed as a concession or admission by Defendant that the claims asserted  
3 have any merit or that this matter was properly brought as a class or representative action and shall  
4 not be used as evidence of, or used against Defendant as, an admission or indication of wrongdoing,  
5 fault, or omission. Whether or not the Settlement is approved, neither the Settlement, nor any  
6 exhibit, document, statement, proceeding, or conduct related to the Settlement, nor any reports or  
7 accounts thereof, shall be construed as, offered, or admitted in evidence as, received as, or deemed  
8 to be evidence for any purpose adverse to the Defendant.

9           24.     At the Final Approval Hearing, the Court will determine whether the  
10 Settlement Agreement should be granted final approval as fair, reasonable, and adequate. The Court  
11 reserves the right to continue the date of the Final Approval Hearing without further notice to the  
12 Class Members. The Court also retains jurisdiction to consider all further applications arising out  
13 of or in connection with the Settlement Agreement.

14           25.     Pending orders of this Court, all proceedings in this matter are stayed, except  
15 those contemplated in this Preliminary Approval Order and Settlement Agreement.

16           26.     The Parties are ordered to carry out the Settlement Agreement according to  
17 the terms of the Settlement Agreement.

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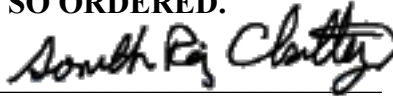
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27. The dates for future events contemplated herein and under the Settlement Agreement are set forth below:

|    |  |   |
|----|--|---|
| a. | Deadline to deliver Class Data to the Administrator  | No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement                     |
| b. | Deadline for Administrator to mail the Class Notices to Class Members  | No later than fourteen (14) calendar days after the Administrator receives the Class Data                                   |
| c. | Deadline for Class Members to send Requests for Exclusion, written objections, and/or challenges to the Administrator  | No later than sixty (60) calendar days after the Administrator mails Class Notice   |
| d. | Deadline for Class Members to send Requests for Exclusion, written objections, and/or challenges to the Administrator if they receive remailed Class Notices                                 | No later than an additional fourteen (14) calendar days beyond the original Response Deadline                               |
| e. | Deadline for Class Counsel to file Motion for Final Approval of Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments | No later than sixteen (16) court days before Final Approval Hearing in conformity with Code of Civil Procedure section 1005 |
| f. | Final Approval Hearing   | April 14, 2026 at 2:30 p.m. in Department 21  |

Dated: 11/10/2025

IT IS SO ORDERED.

By:   
Honorable Somnath Raj Chatterjee  
Judge of the Superior Court  
**S. Raj Chatterjee / Judge**

# **EXHIBIT A**



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

*Marlena Ripley v. East Bay Agency for Children (Case No. 24CV076557)*

***The Superior Court of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by an attorney. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant East Bay Agency for Children (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Marlena Ripley and Alexander Herndon (“Plaintiffs”), former employees of Defendant. The Action seeks payment of:

- (1) Unpaid wages for a class of all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from May 21, 2020, through [REDACTED] (“Class,” “Class Members,” “Class Period”); and
- (2) Penalties under the Private Attorneys General Act of 2004 (“PAGA”) for all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the period from May 28, 2023, through [REDACTED] (“Aggrieved Employees” and “PAGA Period”).

The settlement has two main parts: (1) Class Settlement requiring Defendant to fund Individual Class Payments; and (2) PAGA Settlement requiring Defendant to fund Individual PAGA Payments.

Based on Defendant’s records, 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 several factors. If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records, you are not eligible for an Individual PAGA Payment under the settlement because you didn’t work during the PAGA Period.

The above estimates are based on Defendant’s records showing that you worked [REDACTED] Workweeks during the Class Period and worked [REDACTED] PAGA Pay Periods during the PAGA Period. If you believe that you worked more Workweeks or PAGA Pay Periods during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. 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 Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.


If you worked for Defendant during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing.** You don't have to do anything to participate in the settlement and to be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims against Defendant.
2. **Opt Out of the Class Portion of the Settlement.** You can exclude yourself from the Class portion of the Settlement by submitting the written Request for Exclusion or notifying the Administrator in writing. If you opt out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement.

**Defendant won't retaliate against you for any actions you take with respect to the settlement.**

### **SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

|  |  |
|--|--|
| <b>You Don't Have to Do Anything to Participate in the Settlement</b>  | If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant covered by this settlement (Released Claims).   |
| <b>You Can Opt Out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement</b><br><br><b>The Opt Out Deadline is</b> [REDACTED]  | If you don't want to fully participate in the settlement, you can opt out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. The Non-Participating Class Members cannot object to any portion of the settlement. See Section VI of this Class Notice.<br><br>You cannot opt out of the PAGA portion of the settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees.   |
| <b>Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement</b><br><br><b>Written Objections Must be Submitted by</b> [REDACTED] | All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the 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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduce the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section VII of this Class Notice. |
| <b>You Can Participate in the Final Approval Hearing</b>   | The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. Participating Class  |

|  |  |
|--|--|
|  | Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.  |
| <b>You Can Challenge the Calculation of Your Workweeks / PAGA Pay Periods</b><br><br><b>Written Challenges Must be Submitted by</b><br> | The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many PAGA Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Class Notice. See Section IV of this Class Notice. |

## **I. WHAT IS THE ACTION ABOUT?**

The Action accuses Defendant of violating California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay final wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under Labor Code section 2698 (PAGA). Plaintiffs are represented by attorneys Douglas Han, Shunt Tatavos-Gharajeh, and Jamie Nguyen of Justice Law Corporation.

Defendant denies the allegations and denies violating any laws or failing to pay any wages and premiums, provide compliant wage statements, and reimburse business expenses. Defendant contends that it complied with all applicable laws at all relevant times.

## **II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

The Court has made no determination whether Plaintiffs or Defendant is correct on the merits. The Parties hired an experienced, neutral mediator to resolve the Action by helping to negotiate a settlement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation. By signing the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, the Parties have negotiated a settlement that is subject to Final Approval.

The Court preliminarily approved the Settlement, authorized this Class Notice, and scheduled a hearing to determine Final Approval.

## **III. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?**

1. Defendant Will Pay the Gross Settlement Amount of \$625,000. Defendant agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, Individual PAGA Payments, Individual Class Payments, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

- a. Assuming the Court grants Final Approval, Defendant shall fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks to the appropriate entities and persons.
  - b. “Effective Date” means the date by which both of the following have occurred: (i) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (ii) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (1) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (2) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
2. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
  - a. Up to \$218,750 (35% of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$20,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
  - b. Up to \$10,000 to each Plaintiff (totaling \$20,000) as the Class Representative Service Payments for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payments will be the only money that Plaintiffs will receive other than the Individual Class Payments and any Individual PAGA Payments.
  - c. Up to \$15,000 to the Administrator as the Administration Expenses Payment for services administering the Settlement.
  - d. Up to \$45,000 for PAGA Penalties, seventy-five percent (75%) of which (\$33,750) will be paid to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$11,250) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
3. Net Settlement Amount Distributed to the Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (“Net Settlement Amount”) by making Individual Class Payments to the Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) of each Individual Class Payment to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes that it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and Non-Wage Portions of the Individual Class Payments on IRS Form 1099.
  - a. While the Parties 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 Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
5. Uncashed Checks. The face of each check shall state that checks that are not cashed within one hundred twenty (120) calendar days after the date of mailing will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date. The Administrator shall transmit the funds represented by uncashed checks to the *cy pres* recipient Legal Aid At Work. If your uncashed funds are transmitted to the *cy pres* recipient Legal Aid At Work, you will have no means to retrieve your uncashed funds. The Administrator will not disburse the uncashed funds to the *cy pres* recipient Legal Aid At Work until after Court approval of the accounting.
6. Right to Object. Participating Class Members have the right to object to the Settlement and above-mentioned settlement payments. The Court will consider all objections.
7. Requests for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out.
  - a. You cannot opt out of the PAGA portion of the Settlement. In other words, Non-Participating Class Members remain eligible for Individual PAGA Payments.
8. The Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. The Parties agreed that, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.
9. Administrator. The Court has appointed a neutral company ILYM Group, Inc. (“Administrator”) to send this Class Notice, calculate and make payments, and process Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section IX of this Class Notice.

10. Release by the Participating Class Members. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, the Participating Class Members will be legally barred from asserting any of the claims released under the Agreement. The Participating Class Members will be bound by the following release:

- a. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or could have been alleged, based on the facts contained in the Operative Complaint and that occurred during the Class Period.
- b. Except as set forth in Section E.3. of the Agreement, the 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 occurring outside the Class Period.

11. Release by the State of California. Effective on the date when Defendant fully funds the Gross Settlement Amount and all employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of California (including the LWDA) will be legally barred from asserting PAGA claims against the Released Parties. Consistent with this release, no one may assert PAGA claims as agent and proxy of the State of California against the Released Parties. The State of California will be bound by the following release:

- a. Plaintiffs, as agents and proxies of the State of California, and State of California itself (including the LWDA) are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts stated in the PAGA Notice that occurred during the PAGA Period.

12. Released Parties. The Released Parties include Defendant and its parents, predecessors, successors, all affiliates, subsidiaries, officers, directors, members, agents, employees, and stockholders.

#### **IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks during the Class Period.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing \$11,250 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during PAGA Period.

3. Workweek / Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Class Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA 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 IX of this Class Notice has the Administrator's contact information.
  - a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records validating 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 PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

## V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via First Class U.S. Mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, via First Class U.S. Mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator's contact information.**

## VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a signed letter with your full name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Marlena Ripley v. East Bay Agency for Children* (Case No. 24CV076557), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section IX of the Class Notice has the Administrator's contact information.

## **VII. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement and/or Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Marlena Ripley v. East Bay Agency for Children* (Case No. 24CV076557) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney 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. See Section VIII of this Class Notice for specifics regarding the Final Approval Hearing.

## **VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 21 of the Alameda County Superior Court located at 1225 Fallon Street, Oakland, California 94612. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible that 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.

## **IX. HOW CAN I GET MORE INFORMATION?**

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

The pleadings and other records in this litigation may be examined online on the Court's website at <https://eportal.alameda.courts.ca.gov/?q=node/388>. After arriving at the website and logging in, click the "Case Number Search" link, create an account, enter 24CV076557 as the case number, confirm you're not a Robot, and click "SEARCH." Images of every document filed in the case may be viewed through the "Document Download" button at the top right of the page at a minimal charge.

You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

For more detailed information, you may refer to the underlying documents and papers on file with the Court at the Alameda County Administrative Building located at 1221 Oak Street, Oakland, California 94612, between 8:30 a.m. and 4:00 p.m.



**DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Douglas Han  
Shunt Tatavos-Gharajeh  
Jamie Nguyen  
**Justice Law Corporation**  
751 North Fair Oaks Ave., Suite 101  
Pasadena, California 91103  
(Tel) (818) 230-7502  
(Fax) (818) 230-7259  
dhan@JusticeLawCorp.com  
statavos@JusticeLawCorp.com  
jnguyen@JusticeLawCorp.com

Administrator:

[ADMINISTRATOR]  
[MAILING ADDRESS]  
[TELEPHONE NUMBER]  
[FAX NUMBER]  
[EMAIL]

**X. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, 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, you will have no means to retrieve it.

**XI. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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**PROOF OF SERVICE**  
**1013A(3) CCP**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On October 14, 2025, I served the foregoing documents described as

**[PROPOSED] AMENDED ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT AND SETTING HEARING FOR FINAL APPROVAL OF  
SETTLEMENT**

on interested parties in this action by emailing a true and correct copy thereof to the email addresses as follows:

Dylan T. De Wit (ddewit@porterscott.com)  
Joanne Gothard (jgothard@porterscott.com)  
Jasmyn Scarlett (jscarlett@porterscott.com)  
Julie Diacon (jdiacon@porterscott.com)  
Sam Griffin (sgriffin@porterscott.com)

**PORTER SCOTT, APC**  
2180 Harvard Street, Suite 500  
Sacramento, California 95815

*Attorneys for Defendant East Bay Agency for Children*

**[X] BY ELECTRONIC SERVICE**

The above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

**[X] STATE**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 14, 2025, at Pasadena, California.

  
\_\_\_\_\_  
Christina Castro