

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JAMIE NGUYEN (SBN 340020)
HAIG HOGDANIAN (SBN 334699)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

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

Plaintiff,

v.

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

Defendants.

Case No.: 24CV076557

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

CLASS ACTION

**NOTICE OF MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

[Reservation ID: 195470791795]

*[Declaration of Proposed Class Counsel
(Douglas Han); Declaration of Dylan T. De
Wit; Declaration of Kevin Clune; Declaration
of Lisa Mullins; and [Proposed] Order filed
concurrently herewith]*

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 **PLEASE TAKE NOTICE** that on October 14, 2025 at 2:30 p.m., or as soon as the matter
2 may be heard, before the Honorable Somnath Raj Chatterjee in Department 21 of the Alameda
3 County Superior Court located at 1225 Fallon Street, Oakland, California 94612, Plaintiffs
4 Marlena Ripley and Alexander Herndon (“Plaintiffs,” “Plaintiff Ripley,” and “Plaintiff
5 Herndon”) will and hereby do move for an order:

- 6 • Granting Preliminary Approval of the proposed class action settlement described
7 herein and as set forth in the Class Action and PAGA Settlement Agreement
8 (“Settlement Agreement,” “Settlement,” or “Agreement”), attached as **Exhibit 2**
9 to the Declaration of Douglas Han, including, and not limited to, the means of
10 allocation and distribution of funds;
- 11 • Approving the Court Approved Notice of Class Action and PAGA Settlement and
12 Hearing Date for Final Court Approval (“Class Notice”) attached as **Exhibit A** to
13 the [Proposed] Order Preliminarily Approving Class Action Settlement and
14 Setting Hearing for Final Approval of Settlement and Settlement Agreement;
- 15 • Directing the mailing of the Class Notice with a postage-paid return envelope to
16 the Class Members;
- 17 • Approving the deadlines for the notice and settlement administration process;
- 18 • Conditionally certifying the Class for settlement purposes only;
- 19 • Appointing Justice Law Corporation as Class Counsel;
- 20 • Approving ILYM Group, Inc. as the Administrator;
- 21 • Appointing Plaintiffs as the class representatives; and
- 22 • Scheduling a hearing to consider whether to grant Final Approval of the Settlement
23 Agreement, at which time the Court will also consider whether to grant Final
24 Approval of the requests for the Class Counsel Fees Payment, Class Counsel
25 Litigation Expenses Payment, Class Representative Service Payments,
26 Administration Expenses Payment, and Private Attorneys General Act of 2004
27 (“PAGA”) Penalties.

28 ///

1 This motion is based upon the following memorandum of points and authorities;
2 Declaration of Proposed Class Counsel (Douglas Han); Declaration of Joan Graff; Declaration of
3 Lisa Mullins; [Proposed] Order filed concurrently with this motion; pleadings and other records
4 on file with the Court in this matter; and such documentary evidence and oral argument as may
5 be presented at the hearing on this motion.

6
7 Dated: August 18, 2025

JUSTICE LAW CORPORATION

8 By: 
9 Douglas Han
Attorneys for Plaintiffs

TABLE OF CONTENTS

I.	INTRODUCTION	10
II.	BACKGROUND	10
III.	INVESTIGATION/ LITIGATION HISTORY	10
a.	Discovery, Investigation, and the Parties' Staunchly Conflicting Positions	10
b.	The Parties Were Able to Reach a Settlement	11
i.	The Parties Attended Mediation Which Led to the Settlement	11
ii.	The Settlement Was Reached as a Result of Arm's-length Negotiations	11
iii.	The Settlement Is the Result of Thorough Investigation and Discovery	12
c.	Terms of the Settlement	12
i.	Deductions from the Settlement	12
ii.	Calculation of Settlement Payments	12
iii.	The Allocation of 20% to Wages and 80% to Interest and Penalties Is Justified Under the Claims of this Action	13
iv.	Notice to the Class	13
v.	Distribution of Funds	13
vi.	Release of Claims	14
d.	Counsel for Both Parties Are Experienced in Similar Litigation	15
IV.	ARGUMENT	15
a.	Class Action Settlements Are Subject to Court Review	15
b.	The Settlement Is a Reasonable Compromise of Claims	16
i.	The Gross Settlement Amount of \$625,000 Is Fair and Reasonable	16
ii.	The PAGA Penalties of \$45,000 Is Reasonable	17
c.	Discount Analysis Justifies the Settlement	18
d.	Conditional Certification of the Class Is Appropriate	19
i.	The Proposed Class Is Ascertainable and Sufficiently Numerous	20

1	ii.	The Class Members Share a Well-defined Community of Interest	20
2	1.	Common Issues Predominate.....	21
3	2.	Plaintiffs’ Claims Are Typical of the Class Claims.....	21
4	3.	Plaintiffs Are Adequate to Represent the Class.....	22
5	4.	Class Action Is Superior for the Fair and Efficient Adjudication	
6		of this Controversy	22
7	e.	The Settlement Is Fair, Reasonable, and Adequate	22
8	f.	Notice to Class Members Complies with Rules of Court, Rule 3.769(f)	22
9	V.	CONCLUSION.....	23

TABLE OF AUTHORITIES

Cases	Page(s)
<i>Acosta v. TransUnion, LLC</i>	
(C.D. Cal. 2007) 240 F.R.D. 564	19
<i>Aguiar v. Cintas Corp. No. 2</i>	
(2006) 144 Cal.App.4th 121	17
<i>Amaro v. Anaheim Arena Management, LLC</i>	
(2021) 69 Cal.App.5th 521	15
<i>Bartold v. Glendale Federal Bank</i>	
(2000) 81 Cal.App.4th 816	20
<i>In re Beef Industry Antitrust Litigation</i>	
(5th Cir. 1979) 607 F.2d 167	16
<i>Boyd v. Bechtel Corp.</i>	
(N.D. Cal. 1979) 485 F.Supp.610	12
<i>Brinker Restaurant Corp. v. Superior Court</i>	
(2012) 53 Cal.4th 1004	21
<i>Capitol People First v. Department of Developmental Services</i>	
(2007) 155 Cal.App.4th 676	20, 21
<i>Detroit v. Grinnell Corp.</i>	
(2d. Cir. 1974) 495 F.2d 448.....	19
<i>Classen v. Weller</i>	
(1983) 145 Cal.App.3d 27	21
<i>Dunbar v. Albertson's Inc.</i>	
(2006) 141 Cal.App.4th 1422	17
<i>Dunk v. Ford Motor Co.</i>	
(1996) 48 Cal.App.4th 1794	15, 22
<i>Espinoza v. Galardi South Enters.</i>	
(S.D.Fla. Jan. 11, 2016, No. 14-21244-CIV-GOODMAN) 2016 U.S.Dist.LEXIS.....	21

Cases	Page(s)
<i>Ghazaryan v. Diva Limousine, Ltd.</i> (2008)	
169 Cal.App.4th 1524	20
<i>Green v. Obledo</i>	
(1981) 29 Cal.3d 126	15
<i>Harris v. Superior Court</i>	
(2007) 154 Cal.App.4th 164	17
<i>Hicks v. Kaufman & Broad Home Corp.</i>	
(2001) 89 Cal.App.4th 908	20
<i>Hopson v. Hanesbrands Inc.</i>	
(N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009 U.S.Dist.LEXIS 33900	18
<i>In re General Motors Corp. Engine Interchange Litigation</i>	
(7th Cir. 1979) 594 F.2d 1106	19
<i>Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n</i>	
(1981) 452 U.S. 905	16
<i>Jones v. JGC Dallas LLC</i>	
(N.D.Tex. Nov. 29, 2012, Civil Action No. 3:11-CV-2743-O) 2012 U.S.Dist.LEXIS	
185042	21
<i>Kullar v. Foot Locker Retail, Inc.</i>	
(2008) 168 Cal.App.4th 116	16
<i>Linder v. Thrifty Oil Co.</i>	
(2000) 23 Cal.4th 429	20
<i>Linney v. Cellular Alaska Partnership</i>	
(9th Cir. 1998) 151 F.3d 1234	19
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i>	
(2010) 186 Cal.App.4th 399	16
<i>Nordstrom Com. Cases</i>	
(2010) 186 Cal.App.4th 576	18

Cases	Page(s)
<i>Sav-On Drug Stores, Inc. v. Superior Court</i>	
(2004) 34 Cal.4th 319	17, 19, 20
<i>Thurman v. Bayshore Transit Mgmt.</i>	
(2012) 203 Cal.App.4th 1112	17
<i>Vasquez v. Superior Court</i>	
(1971) 4 Cal.3d 800	15
<i>Walsh v. IKON Office Solutions, Inc.</i>	
(2007) 148 Cal.App.4th 1440	17
Rules	
Federal Rule 23	15
Rules of Court, Rule 3.769	15
Rules of Court, Rule 3.769 (f)	22
Rules of Court, Rule 3.769 (g).....	15
Statutes	
Business and Professions Code § 17200.....	17
Code of Civil Procedure § 382.....	19, 22
Code of Civil Procedure § 877.6.....	17
Code of Civil Procedure § 1542.....	14
Labor Code § 201.....	17
Labor Code § 202.....	17
Labor Code § 203.....	17
Labor Code § 204.....	17
Labor Code § 210.....	17
Labor Code § 218.5.....	17
Labor Code § 221.....	17
Labor Code § 226.3.....	17
Labor Code § 226.7.....	17

Statutes	Page(s)
Labor Code § 226(a)	17
Labor Code § 246.....	17
Labor Code § 432.5.....	17
Labor Code § 510.....	17
Labor Code § 512(a)	17
Labor Code § 551.....	17
Labor Code § 552.....	17
Labor Code § 558.....	17
Labor Code § 1174(d)	17
Labor Code § 1194.....	17
Labor Code § 1197.....	17
Labor Code § 1197.1.....	17
Labor Code § 1198.....	17
Labor Code § 1199.....	17
Labor Code § 2698.....	10
Labor Code § 2800.....	17
Labor Code § 2802.....	17
Private Attorneys General Act of 2004.....	2

1 **I. INTRODUCTION**

2 This motion seeks preliminary approval of a non-reversionary wage-and-hour class action
3 settlement by Plaintiffs on behalf of themselves and all current and former hourly-paid or non-
4 exempt employees of Defendant East Bay Agency for Children (“Defendant”) within the State of
5 California at any time during the period from May 21, 2020, through August 18, 2025, or the date
6 of preliminary approval, whichever date is sooner (“Class,” “Class Members,” and “Class
7 Period”). The number of Class Members confirmed by Defendant is about three hundred twenty-
8 three (323). (Declaration of Douglas Han in Support of Motion For Preliminary Approval of Class
9 Action Settlement (“Han Decl.”), ¶¶ 8, 9.)

10 **II. BACKGROUND**

11 On May 21, 2024, Plaintiff Ripley filed a wage-and-hour class action lawsuit in the
12 Superior Court of California, County of Alameda, alleging eight (8) causes of action. (Han Decl.,
13 *supra*, at ¶ 10.)

14 On May 28, 2024, Plaintiff Herndon provided written notice to the California Labor and
15 Workforce Development Agency and Defendant. (Han Decl., *supra*, at ¶ 11; Exhibit 3.)

16 On August 2, 2024, Plaintiff Ripley filed a First Amended Complaint adding Plaintiff
17 Herndon as a named plaintiff and adding a cause of action for violation of Labor Code section
18 2698 (PAGA). (Han Decl., *supra*, at ¶ 12; Exhibit 4.)

19 After engaging in discovery, investigations, and negotiation, on May 20, 2025, the Parties
20 attended mediation with the mediator Jeffrey Fuchsman, eventually resulting in the settlement of
21 this matter via a mediator’s proposal. (Han Decl., *supra*, at ¶ 13.)

22 **III. INVESTIGATION/ LITIGATION HISTORY**

23 **a. Discovery, Investigation, and the Parties’ Staunchly Conflicting Positions**

24 After initiating this matter, the Parties engaged in discovery. (Han Decl., *supra*, at ¶ 15.)
25 Plaintiffs drafted and propounded special interrogatories and requests for production of
26 documents. Defendant responded to the formal discovery requests, and Defendant responded to
27 the formal discovery requests. (*Ibid.*) The Parties then met and conferred, agreed to engage in the
28 informal exchange of information, and agreed to attend mediation. (Han Decl., *supra*, at ¶ 15.)

1 Defendant produced documents relating to its policies, practices, and procedures. (Han
2 Decl., *supra*, at ¶ 16.) As part of Defendant’s production, Plaintiffs reviewed a sampling of time
3 and pay records and information relating to the size and scope of the Class and Aggrieved
4 Employees. (*Ibid.*) Putative class members were also located and interviewed to obtain a better
5 understanding of the alleged day-to-day violations. (*Ibid.*)

6 Based upon the information provided by Defendant and interviews with putative class
7 members, Plaintiffs contend – and Defendant denies – Defendant: (1) failed to provide employees
8 with legally mandated meal and rest breaks and pay applicable premium wages; (2) failed to pay
9 employees for all hours worked; (3) failed to reimburse employees for necessary business
10 expenses; (4) failed to issue compliant wage statements; and (5) failed to timely pay wages. (Han
11 Decl., *supra*, at ¶¶ 18-24.)

12 **b. The Parties Were Able to Reach a Settlement**

13 **i. The Parties Attended Mediation Which Led to the Settlement**

14 The Parties attended mediation with an experienced wage-and-hour mediator. (Han Decl.,
15 *supra*, at ¶ 25.) Under the auspices of the mediator, the Parties reached a tentative settlement via
16 a mediator’s proposal, the terms of which were memorialized in the Settlement Agreement that
17 the Parties now seek Preliminary Approval of. (*Id.* at ¶ 25; Exhibits 2, 5.)

18 **ii. The Settlement Was Reached as a Result of Arm’s-length Negotiations**

19 The Settlement Agreement was reached because of arm’s-length negotiations. (Han Decl.,
20 *supra*, at ¶ 28.) Though cordial and professional, the settlement negotiations have always been
21 adversarial and non-collusive in nature. (*Ibid.*) At the mediation, the Parties’ counsel conducted
22 extensive arm’s-length settlement negotiations until an agreement was reached. (*Ibid.*)

23 Plaintiffs and Class Counsel believe in the merits of their respective positions but
24 recognize the expense and length of additional proceedings necessary to continue the litigation.
25 (Han Decl., *supra*, at ¶ 29.) Plaintiffs and Class Counsel also considered the uncertainty and risk
26 of further litigation, potential outcome, and difficulties and delays inherent in such litigation. (Han
27 Decl., *supra*, at ¶ 29.) Plaintiffs and Class Counsel believe that the settlement set forth in the
28 Agreement is fair, adequate, and reasonable and is in the best interests of the Class. (*Ibid.*)

1 **iii. The Settlement Is the Result of Thorough Investigation and Discovery**

2 The Parties investigated and evaluated the factual strengths and weaknesses of the claims
3 and defenses before reaching the Settlement and engaged in sufficient investigation, research, and
4 discovery. (Han Decl., *supra*, at ¶ 30.) The information produced permitted Class Counsel to
5 engage in a comprehensive analysis of liability and potential damages. (*Ibid.*) This case has
6 reached the stage where the Parties understand “the strength of the case; the reasonableness of the
7 settlement in light of the attendant risks of litigation, and in light of the best possible recovery”
8 sufficient to support the reasonableness, adequacy, and fairness of the Settlement. (Han Decl.,
9 *supra*, at ¶ 30; *Boyd v. Bechtel Corp.* (N.D.Cal. 1979) 485 F.Supp. 610, 617.)

10 **c. Terms of the Settlement**

11 **i. Deductions from the Settlement**

12 The Parties agreed that (subject to the Court’s approval) this matter be settled and
13 compromised for the non-reversionary total sum of \$625,000 (“Gross Settlement Amount”)
14 which includes the: (1) Class Counsel Fees Payment of up to \$218,750 (35% of the Gross
15 Settlement Amount); (2) Class Counsel Litigation Expenses Payment of up to \$20,000; (3) Class
16 Representative Service Payments totaling \$20,000; (4) Administration Expenses Payment of up
17 to \$15,000; and (5) PAGA Penalties of up to \$45,000. (Han Decl., *supra*, at ¶ 26.)

18 **ii. Calculation of Settlement Payments**

19 After deducting the above payments from the Gross Settlement Amount, it is estimated
20 that \$306,250 (“Net Settlement Amount”) will be distributed to the Participating Class Members,
21 resulting in an *average* Individual Class Payment of \$948.14. (Han Decl., *supra*, at ¶ 27.)

22 The Administrator will calculate and disburse the Individual Class Payments using the
23 formula set forth in the Settlement Agreement. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at §
24 C(2)(e).) The Administrator will also calculate and disburse Individual PAGA Payments using
25 the formula set forth in the Settlement Agreement. (*Id.* at § C(2)(d).)

26 ///

27 ///

28 ///

1 **iii. The Allocation of 20% to Wages and 80% to Interest and Penalties Is**
2 **Justified Under the Claims of this Action**

3 The Individual Class Payments will be allocated as follows: (1) twenty percent (20%) to
4 the settlement of wage claims; and (2) eighty percent (80%) to the settlement of claims for interest
5 and penalties. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § C(2)(e)(i).)

6 The allocation of wages, interest, and penalties indicated above was based on the realistic
7 exposure that Plaintiffs could expect to receive for meal and rest break premiums and unpaid and
8 underpaid wages if the case went to trial. (Han Decl., *supra*, at ¶ 48.) Plaintiffs added the realistic
9 exposure for rest break premiums and meal break premiums (\$74,439.35 + \$30,657.60 =
10 \$105,096.95). Plaintiffs then added the \$105,096.95 to the low-end realistic exposure for unpaid
11 wages due to off-the-clock work (\$105,096.95 + \$128,250 = \$233,346.95). (*Ibid.*) The realistic
12 exposure of \$233,346.95 that Plaintiffs can expect to receive if they were to prevail at trial for
13 meal and rest break premiums and low-end unpaid wages due to off-the-clock work represents
14 about twenty percent (19.82%) of the low-end total realistic exposure and PAGA penalties
15 (\$233,346.95 ÷ \$1,177,107.83 = 0.19824 x 100 = 19.82%). (*Ibid.*) Since this represents around
16 twenty percent (20%) of wages, allocating twenty percent (20%) for the settlement of wage claims
17 and eighty percent (80%) for the settlement of claims for interest and penalties is appropriate
18 under the Settlement Agreement. (*Ibid.*)

19 **iv. Notice to the Class**

20 The Class Data shall be delivered to the Administrator no later than fourteen (14) calendar
21 days after the Court grants Preliminary Approval of the Settlement. (Han Decl., *supra*, at ¶ 25;
22 Exhibit 2, *supra*, at § G(4)(a).) No later than fourteen (14) calendar days after receiving the Class
23 Data, the Administrator will send the Class Notice to all Class Members identified in the Class
24 Data via first-class United States Postal Service mail. (*Id.* at § G(4)(c).)

25 **v. Distribution of Funds**

26 The Gross Settlement Amount and subsequent settlement payments to be made will be
27 funded and disbursed in the manner and time set forth in the Settlement Agreement. (Han Decl.,
28 *supra*, at ¶ 25; Exhibit 2, *supra*, at §§ D(2), D(3).)

1 Participating Class Members and Aggrieved Employees must cash in their settlement
2 checks within one hundred eighty (180) calendar days after the date of their mailing. (Han Decl.,
3 *supra*, at ¶ 25; Exhibit 2, *supra*, at §§ D(3)(a), D(3)(c).) Uncashed settlement checks will be
4 canceled after the void date and transmitted to the *cy pres* recipient Legal Aid At Work. (*Ibid.*)
5 The Parties have no connection to or relationship with the *cy pres* recipient Legal Aid At Work
6 that would create the appearance of impropriety.

7 **vi. Release of Claims**

8 Effective on the date when Defendant funds the Gross Settlement Amount and all
9 employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, all
10 Participating Class Members, on behalf of themselves and their former and present
11 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
12 Released Parties from the Released Class Claims. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at
13 § E(2).)

14 Effective on the date when Defendant funds the Gross Settlement Amount and all
15 employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
16 as agents and proxies of the State of California, and State of California itself (including the
17 LWDA) are deemed to release the Released Parties from the Released PAGA Claims. (Han Decl.,
18 *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(3).)

19 Effective on the date when Defendant funds the Gross Settlement Amount and all
20 employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs
21 and their former and present spouses, representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns generally release and discharge the Released Parties from the Plaintiffs'
23 Release. (Han Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(1).) Plaintiffs also expressly waive
24 and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code. (Han
25 Decl., *supra*, at ¶ 25; Exhibit 2, *supra*, at § E(1)(a).)

26 ///

27 ///

28 ///

Regarding class action releases, “[A] court may release not only those claims alleged in the complaint and before the court, but also claims which ‘could have been alleged by reason of or in connection with any matter or fact set forth or referred to in’ the complaint.” (Amaro v. Anaheim Arena Management, LLC (2021) 69 Cal.App.5th 521, 537.) The scope of the releases in this case are acceptable because they are limited to the scope of the allegations in the operative complaints. Moreover, the released claims are “based on the identical factual predicate as that underlying the claims in the settled class action.” (Ibid.) In other words, the released claims do not “go beyond the scope of the allegations in the operative complaint” (Ibid.)

d. Counsel for Both Parties Are Experienced in Similar Litigation

The Parties’ counsel are experienced in wage-and-hour, employment law and class actions. (Han Decl., *supra*, at ¶¶ 2-7; Exhibit 1.) Class Counsel have prosecuted numerous cases on behalf of employees for Labor Code violations. (Ibid.) Class Counsel’s experience guided their determination to endorse the Settlement.¹ (Ibid.)

IV. ARGUMENT

a. Class Action Settlements Are Subject to Court Review

Rules of Court, rule 3.769 requires court approval for class action settlements.² “Before final approval, the court must conduct an inquiry into the fairness of the proposed settlement.” (Rules of Court, rule 3.769(g).) Rule 3.769 further requires a noticed motion for preliminary approval of class settlements:

- (a) A settlement or compromise of an entire class action, or a cause of action in a class action, or as to a party, requires the approval of the court after hearing.
...

¹ The final factor mentioned in *Dunk* – the number of objectors – is not determinable until the Class Notice has been provided to the Class Members, and they have had an opportunity to respond. This information will be provided to the Court in conjunction with the Motion for Final Approval of Class Action Settlement.

² The California Supreme Court authorized California’s trial courts to use Federal Rule 23 and cases applying it for guidance in considering class issues. (See *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821; see *Green v. Obledo* (1981) 29 Cal.3d 126, 145-146.) Where appropriate, the Parties cite Federal Rule 23 and federal case law in addition to California law.

1 (c) Any party to a settlement agreement may serve and file a written notice of
2 motion for preliminary approval of the settlement. The settlement
3 agreement and proposed notice to class members must be filed with the
4 motion, and the proposed order must be lodged with the motion.

5 Courts have discretion to approve settlements that are fair, not collusive, and consider “all
6 the normal perils of litigation as well as the additional uncertainties inherent in complex class
7 actions.” (*In re Beef Industry Antitrust Litigation* (5th Cir. 1979) 607 F.2d 167, 179, cert. den. *sub*
8 *nom. Iowa Beef Processors, Inc. v. Meat Price Investigators Ass’n* (1981) 452 U.S. 905.)

9 **b. The Settlement Is a Reasonable Compromise of Claims**

10 Understanding the sum in controversy is an important factor in if the settlement “of the
11 class members’ claims is reasonable in light of the strengths and weaknesses of the claims and
12 the risks of the particular litigation.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
13 116, 129; see also *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th
14 399, 409.) The most important factor is “the strength of the case for plaintiffs on the merits,
15 balanced against the amount offered in settlement.” (*Kullar*, at p. 130; *Munoz*, at p. 409.)

16 *Kullar’s* instructions to the court is not to “decide the merits of the case or to substitute its
17 evaluation of the most appropriate settlement for that of the attorneys.” (*Kullar v. Foot Locker*
18 *Retail, Inc., supra*, 168 Cal.App.4th at p. 133.) *Kullar* does not require an explicit statement of the
19 maximum amount the class could recover if plaintiff prevailed on all his claims, provided there
20 is a record allowing ““an understanding of the amount that is in controversy and the realistic range
21 of outcomes of the litigation.”” (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles, supra*, 186
22 Cal.App.4th at p. 409.) In other words, “as the court does when it approves a settlement as in
23 good faith under Code of Civil Procedure § 877.6, the court must at least satisfy itself that the
24 class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar*, at p. 133.)

25 **i. The Gross Settlement Amount of \$625,000 Is Fair and Reasonable**

26 The Settlement Agreement was only possible following significant investigation and
27 evaluation of the relevant policies and procedures and the data produced for the putative class,
28 permitting Class Counsel to engage in a comprehensive analysis of liability and potential
damages. (Han Decl., *supra*, at ¶ 30.)

1 The claims are predicated on the alleged: (1) failure to pay overtime wages; (2) failure to
2 provide meal and rest breaks and pay premium wages; (3) failure to pay minimum wages; (4)
3 failure to timely pay wages; (5) failure to issue compliant wage statements; (6) failure to
4 reimburse business expenses; (7) violation of PAGA; and (8) violation of Business & Professions
5 Code section 17200. (Han Decl., *supra*, at ¶ 31.) Defendant vehemently denies the theories of
6 liability. (*Id.* at ¶ 32.)

7 While Plaintiffs believe that the case is suitable for certification, uncertainties with respect
8 to certification are present. (Han Decl., *supra*, at ¶ 33.) As the California Supreme Court ruled in
9 *Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, class certification is a matter
10 of the trial court's sound discretion. (*Ibid.*) Decisions following *Sav-On Drug Stores, Inc.* have
11 reached different conclusions concerning certification of wage-and-hour claims.³ (*Ibid.*)

12 **ii. The PAGA Penalties of \$45,000 Is Reasonable**

13 The provisions of the Labor Code potentially triggering PAGA penalties include, but are
14 not limited to, Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7,
15 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1199, 2800, and 2802.
16 (Han Decl., *supra*, at ¶ 41.) Defendant asserted that, regardless of the results of the underlying
17 causes of action, PAGA penalties are not mandatory but permissive and discretionary. (*Ibid.*)
18 Defendant maintained that it had a strong argument that it would be unjust to award maximum
19 PAGA penalties given the law's unsettled state. (Han Decl., *supra*, at ¶ 41; *Thurman v. Bayshore*
20 *Transit Mgmt.* (2012) 203 Cal.App.4th 1112 [reducing penalties by 30% under this authority].)
21 Without stacking and limited to the initial violation, the PAGA penalties would be limited to
22 **\$23,200** (232 employees x \$100 initial violation) on the low-end and **\$139,200** (232 employees x
23 \$100 initial violation x 6 theories of recovery) on the high-end. (Han Decl., *supra*, at ¶¶ 42-45.)

24
25 ³ (See e.g. *Harris v. Superior Court* (2007) 154 Cal.App.4th 164 [reversing decertification
26 of class claiming misclassification and ordering summary adjudication in favor of employees],
27 review granted Nov. 28, 2007, (2007) 171 P.3d 545 [not cited as precedent, but rather for
28 illustrative purposes only]; *Walsh v. IKON Office Solutions, Inc.* (2007) 148 Cal.App.4th 1440
[affirming decertification of class claiming misclassification]; *Aguiar v. Cintas Corp. No. 2*
(2006) 144 Cal.App.4th 121 [reversing denial of certification]; *Dunbar v. Albertson's Inc.* (2006)
141 Cal.App.4th 1422 [affirming denial of certification].)

Plaintiffs also recognized the risk that any PAGA award could be reduced. (Han Decl., *supra*, at ¶ 46.) Many of the causes of action brought were duplicative of the statutory claims. (*Ibid.*) The maximum penalties for each pay period are likely not justified, and it was arguable that the Court would award the maximum penalties. (*Ibid.*) Thus, allocating \$45,000 to PAGA civil penalties was reasonable given that Defendant is paying an additional \$580,000 in the class settlement. (*Ibid.*) When PAGA penalties are negotiated in good faith and “there is no indication that [the] amount was the result of self-interest at the expense of other Class Members,” such amounts are generally considered reasonable.⁴ (*Ibid.*)

c. Discount Analysis Justifies the Settlement

Assuming certification and prevailing at trial and excluding the civil penalties, which could be completely discretionary, the total estimated potential exposure would be about **\$3,078,783.25** on the low-end and **\$3,335,283.25** on the high-end. (Han Decl., *supra*, at ¶ 47.)

Category	Potential Exposure	Certification Risk	Merits Risk	Realistic Exposure
Rest Break Premiums	\$628,661.25	70%	60%	\$74,439.35
Meal Break Premiums	\$191,610	60%	60%	\$30,657.60
Overtime/Minimum Wage: Off-the-Clock Work	\$513,000 to \$769,500	50%	50%	\$128,250 to \$192,375
Unreimbursed Business Expenses	\$301,712	20%	70%	\$72,410.88
Wage Statement Penalty	\$498,800	50%	50%	\$124,700
Waiting Time Penalty	\$945,000	50%	50%	\$236,250
MAXIMUM TOTAL EXPOSURE	\$3,078,783.25 to \$3,335,283.25⁵			\$666,707.83 to \$730,832.83⁶

⁴ (*Hopson v. Hanesbrands Inc.* (N.D.Cal. Apr. 3, 2009, No. CV-08-00844 EDL) 2009 U.S.Dist.LEXIS 33900, at *24; see e.g. *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 579, “[T]rial court did not abuse its discretion in approving a settlement which does not allocate any damages to the PAGA claims”.)

⁵ (Han Decl., *supra*, at ¶¶ 34-40.)

⁶ (*Id.* at ¶¶ 49-54.)

1 Based on this analysis, the realistic recovery for this case is **\$666,707.83** on the low-end
2 and **\$730,832.83** on the high-end. (Han Decl., *supra*, at ¶ 55.) The Gross Settlement Amount is
3 about eighteen percent (18.74%) of the maximum potential exposure and eighty-five percent
4 (85.52%) of the realistic exposure at trial, which is an excellent settlement. (*Ibid.*)

5 The only question at preliminary approval is whether the settlement is within the range of
6 possible approval. (*In re General Motors Corp. Engine Interchange Litigation* (7th Cir. 1979)
7 594 F.2d 1106, 1124; *Acosta v. TransUnion, LLC* (C.D. Cal. 2007) 240 F.R.D. 564, 575.) “The
8 fact that a proposed settlement may only amount to a fraction of the potential recovery does not,
9 in and of itself, mean that the proposed settlement is grossly inadequate and should be
10 disapproved.” (*Detroit v. Grinnell Corp.* (2d Cir. 1974) 495 F.2d 448, 455; see also *Linney v.*
11 *Cellular Alaska Partnership* (9th Cir. 1998) 151 F.3d 1234, 1242, “[I]t is the very uncertainty of
12 outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual
13 settlements. The proposed settlement is not to be judged against a hypothetical or speculative
14 measure of what might have been achieved by the negotiators”). Nevertheless, the Settlement
15 provides significant recovery for the Class Members.

16 **d. Conditional Certification of the Class Is Appropriate**

17 Code of Civil Procedure section 382 “authorizes class actions ‘when the question is one
18 of a common or general interest, of many persons, or when the parties are numerous, and it is
19 impracticable to bring them all before the court.’” (*Sav-On Drug Stores, Inc. v. Superior Court*,
20 *supra*, 34 Cal.4th at p. 326.) The California courts will certify class actions where the plaintiff
21 identifies “both [1] an ascertainable class and [2] a well-defined community of interest among
22 class members.” (*Ibid.*)

23 The Class is ascertainable and numerous as to make it impracticable to join all Class
24 Members, and there are common questions of law and fact amongst the Class. (Han Decl., *supra*,
25 at ¶ 56.) Plaintiffs contends that, as former hourly-paid, non-exempt employees of Defendant,
26 their claims are typical of the claims of the Class, and Class Counsel will fairly and adequately
27 protect the interests of the Class. (*Ibid.*) Plaintiffs assert that the prosecution of separate actions
28 by the Class Members would create the risk of inconsistent or varying adjudications. (*Ibid.*)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

This case involves about three hundred twenty-three (323) Class Members, meaning the Class is sufficiently numerous. (Han Decl., *supra*, at ¶ 57; *Ghazaryan v. Diva Limousine, Ltd.* (2008) 169 Cal.App.4th 1524, 1531, n.5 [finding a proposed class of “as many as 190 current and former employees” is sufficiently numerous].)

The community of interest requirement “embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” (*Sav-On Drug Stores, Inc. v. Superior Court*, *supra*, 34 Cal.4th at p. 326.) “[T]he community of interest requirement for certification *does not mandate that class members have uniform or identical claims.*” (*Capitol People First v. Department of Developmental Services* (2007) 155 Cal.App.4th 676, 692 (emphasis in original).) Rather, courts focus on the defendant’s internal policies and “pattern and practice . . . in order to assess whether that common behavior toward similarly situated plaintiffs renders class certification appropriate.” (*Ibid.*)

/ / /

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Plaintiffs assert common issues of fact and law predominate as to each of the claims alleged. (Han Decl., *supra*, at ¶ 58.) Plaintiffs contend that all persons employed by Defendant as hourly-paid or non-exempt employees in the State of California during the Class Period were subject to the same or similar policies, practices, and procedures described in detail above. (*Ibid.*)

Typical claims rely on legal theories and facts that are substantially like those of other class members. (*Classen v. Weller* (1983) 145 Cal.App.3d 27, 46.)

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

Plaintiffs have proven to be adequate representatives. (Han Decl., *supra*, at ¶ 60.) Plaintiffs have conducted themselves diligently and responsibly in representing the Class, understand their fiduciary obligations, and actively participated in the prosecution of this case. (*Ibid.*) Plaintiffs have no interests adverse to the interests of the Class Members. (*Ibid.*)

4. Class Action Is Superior for the Fair and Efficient Adjudication of this Controversy

A class action is superior to other available means for the fair and efficient adjudication of this controversy. Plaintiffs contend that the joinder of all Class Members is impractical and that class treatment will permit many similarly situated persons to prosecute their common claims for settlement purposes simultaneously in a single forum without the duplication of effort and expense. Because some Class Members are current employees, Plaintiffs believe that the fear of retaliation further supports the superiority of class-wide relief as this fear deters legal redress.

e. The Settlement Is Fair, Reasonable, and Adequate

In deciding to approve a proposed class action settlement under Code of Civil Procedure section 382, the Court must find the proposed settlement is “fair, adequate and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) A proposed class action settlement is presumed fair under the following circumstances: (1) parties reached settlement after arm’s-length negotiations; (2) investigation and discovery were sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) percentage of objectors is small. (*Dunk v. Ford Motor Co.*, *supra*, 48 Cal.App.4th at p. 1802.) These elements are present.

f. Notice to Class Members Complies with Rules of Court, Rule 3.769(f)

Rules of Court, rule 3.769(f), provides:

If the court has certified the action as a class action, notice of the final approval hearing must be given to class members in the manner specified by the court. The notice must contain an explanation of the proposed settlement and procedures for class members to follow in filing written objections to it and in arranging to appear at the settlement hearing and state any objections to the proposed settlement.

/ / /

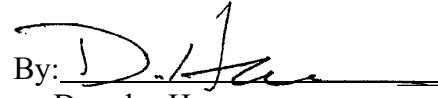
1 The Class Notice meets all these requirements. The Class Notice advises the Class Members
2 of their right to participate in the Settlement; how and when to object to or request exclusion from
3 the Settlement; and the date, time, and location of the Final Approval Hearing.

4 **V. CONCLUSION**

5 Plaintiffs submit that the Settlement is in the best interests of the Class. Under the applicable
6 class action criteria and guidelines, the Settlement should be preliminarily approved, Class should
7 be conditionally certified for settlement purposes, and Class Notice should be approved.

8
9 Dated: August 18, 2025

JUSTICE LAW CORPORATION

10 By: 
11 Douglas Han
12 *Attorneys for Plaintiffs*



Make a Reservation

RIPLEY vs EAST BAY AGENCY FOR CHILDREN

Case Number: 24CV076557 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2024-05-21 Location: Rene C. Davidson Courthouse - Department 21

Reservation

Case Name: RIPLEY vs EAST BAY AGENCY FOR CHILDREN	Case Number: 24CV076557
Type: Motion re: (Motion for Preliminary Approval of Settlement)	Status: RESERVED
Filing Party: Marlena Ripley (Plaintiff)	Location: Rene C. Davidson Courthouse - Department 21
Date/Time: 10/14/2025 2:30 PM	Number of Motions: 1
Reservation ID: 195470791795	Confirmation Code: CR-QHS7FWLGVYSRJTEZC

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
Court Technology Fee	1.00	1	1.00
TOTAL			\$1.00

Payment

Amount: \$1.00	Type: Visa
Account Number: XXXX7914	Authorization: 00024G
Payment Date: n/a	

[Print Receipt](#)[+ Reserve Another Hearing](#)[View My Reservations](#)[Terms of Service](#)[Contact Us](#)[About this Site](#)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is ccastro@justicelawcorp.com.

On August 18, 2025, I served the foregoing document described as

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE, SETTING OF FINAL APPROVAL HEARING DATE; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF

for the following case: **Marlena Ripley, et al. v. East Bay Agency For Children**
LWDA/Court Case No.: **LWDA Case No.: CM-1030813-24**
Court Case No.: 24CV076557
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[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 August 18, 2025, at Pasadena, California.



Christina Castro