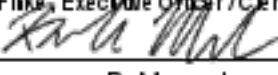


06/12/2026

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

By:  Deputy
B. Mercado

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
JUSTICE LAW CORPORATION
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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

**[PROPOSED] AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

[Reservation ID: 781189171133]

Hearing Date: April 14, 2026
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 The Court, having read the papers filed regarding Plaintiffs Marlena Ripley and
2 Alexander Herndon's ("Plaintiffs") Motion for Final Approval of Class Action Settlement, and
3 considering papers submitted in support, including the Class Action and PAGA Settlement
4 Agreement ("Settlement Agreement," "Settlement," or "Agreement"), **FINDS AND ORDERS:**

5 On August 11, 2025, Plaintiffs and Defendant East Bay Agency for Children
6 ("Defendant") entered the Settlement Agreement.

7 On November 10, 2025, the Court entered an order preliminarily approving the
8 settlement of this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil
9 Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members,
10 providing the Class Members with an opportunity to object to the Settlement or to exclude
11 themselves from the Class, and scheduling a Final Approval Hearing.

12 On April 14, 2026, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Amended Order of Final
14 Approval and Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless
15 otherwise provided herein, all the capitalized terms in this Order and Judgment shall have the
16 same meaning as set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all the
18 Class Members have been given the opportunity to request exclusion from the Class, the Court
19 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and
21 grant final certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
25 paid or non-exempt employees of Defendant within the State of California at any time during the
26 period from May 21, 2020, through August 18, 2025 ("Class," "Class Members," and "Class
27 Period"). There are three hundred fifty-six (356) Class Members who did not submit valid and
28 timely Requests for Exclusion from the Settlement ("Participating Class Members").

1 4. Adequacy of Representation. Class Counsel fully and adequately
2 represented the Class in entering and implementing the Settlement Agreement and satisfied the
3 requirements of Code of Civil Procedure section 382.

4 5. Class Notice. The Court finds that the Court Approved Notice of Class
5 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
6 distribution to the Class Members have been implemented pursuant to the Settlement Agreement
7 and Preliminary Approval Order. The Court finds that the Class Notice:

8 a. Constitutes notice reasonably calculated to apprise the Class Members of:

9 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
10 Settlement Agreement and their rights; (iii) their right to object to any
11 aspect of the Settlement Agreement; (iv) their right to exclude themselves
12 from the Settlement Agreement; (v) their right to receive settlement
13 payments; (vi) their right to appear at the Final Approval Hearing; and
14 (vii) the binding effect of the orders and judgment in this lawsuit on all the
15 Participating Class Members;

16 b. Constitutes notice that fully satisfied the requirements of Code of Civil
17 Procedure section 382, Rule of Court 3.769, and due process;

18 c. Constitutes the best practicable notice to the Class Members under the
19 circumstances of this lawsuit; and

20 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

21 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall
22 preclude any action to enforce the terms and provisions of the Settlement.

23 7. Binding Effect. The terms and provisions of the Agreement and this Order
24 and Judgment are binding on Plaintiffs, Participating Class Members, and Aggrieved Employees.

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8. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered into in good faith, resulting from arm's-length negotiations by experienced counsel who have carried out and meaningfully investigated the disputed claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the Settlement Agreement according to its terms and provisions.

9. Release by the Participating Class Members. Effective on the date when Defendant funds the Gross Settlement Amount and all employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 the Released Class Claims.

a. Release by the Aggrieved Employee. Effective on the date when Defendant funds the Gross Settlement Amount and all employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, as agents and proxies of the State of California, and State of California itself (including the California Labor and Workforce Development Agency) are deemed to release the Released Parties from the Released PAGA Claims.

b. Release by Plaintiffs. Effective on the date when Defendant funds the Gross Settlement Amount and all employer's payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge the Released Parties of and from all claims, transactions, or occurrences that occurred during the Class Period. Furthermore, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the Civil Code.

/ / /

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

10. Gross Settlement Amount. The Court approves the payment of the Gross Settlement Amount of \$625,000 to be paid by Defendant.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds the Class Counsel Fees Payment of \$187,500 (30% of the Gross Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of \$13,026.05 to be paid to Class Counsel to be reasonable and appropriate. Such attorneys' fees and costs are to be paid pursuant to the terms and provisions of the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and costs incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and costs incurred by Plaintiffs or Class Members in connection with or related to this matter.

a. The courts have an independent right and responsibility to review the Class Counsel Fees Payments and to only award so much as determined to be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment is also supported by the percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficulty of this matter, skills required, percentage fees awarded in other cases, and contingent fees charged in the private marketplace, the Court approves the Class Counsel Fees Payment of \$187,500.

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b. The Court has reviewed the Declaration of Douglas Han regarding the litigation costs expended in prosecuting this matter. Pursuant to the Agreement, Class Counsel may seek reimbursement of litigation costs of up to \$20,000. The Court approves the Class Counsel Litigation Expenses Payment of \$13,026.05.

12. Class Representative Service Payments. The Court finds the Class Representative Service Payments of \$7,500 to be paid to each Plaintiff (totaling \$15,000) to be reasonable and appropriate. The Class Representative Service Payments are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The rationale for making enhancement payments is that the class representatives should be compensated for the expense and risk incurred in conferring a benefit on the Class. The criteria that the courts consider include: (i) risks to the class representatives in commencing the lawsuit; (ii) notoriety and personal difficulties encountered; (iii) amount of time and effort spent by class representatives; (iv) litigation duration; and (v) personal benefit (or lack thereof) enjoyed by the class representatives.

b. The Court has reviewed Plaintiffs' declaration outlining Plaintiffs' involvement in this lawsuit. Given the risks inherent in serving as the class representatives, duration of this lawsuit, work performed, and benefits created for the Class Members, the Court approves the Class Representative Service Payments of \$7,500 to each Plaintiff (totaling \$15,000).

13. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$6,950 to be paid to the Administrator to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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a. The Court has reviewed the Declaration of Amanda Howard from ILYM Group, Inc., the Court-approved Administrator. The Court finds that the notice provided to the Class Members constitutes the best practicable notice to the Class Members and satisfied due process. The Court also finds that the Administrator adequately administered the Settlement. The Court approves the Administration Expenses Payment of \$6,950.

14. PAGA Penalties. The Court finds the PAGA Penalties of \$45,000, seventy-five percent (75%) of which (\$33,750) will be paid to the California Labor and Workforce Development Agency and twenty-five percent (25%) of which (\$11,250) will be distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

15. Fairness of the Settlement Agreement. As noted in the Preliminary Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving papers, Plaintiffs contend that the Settlement Agreement was the product of arm's-length negotiations following litigation, discovery, and exchange of documentation. The negotiations were facilitated with the aid of Jeffrey Fuchsman, an experienced and well-respected mediator.

a. There are no objections and no requests for exclusion, demonstrating the fairness of the Settlement Agreement.

b. The fairness of the Settlement Agreement is further demonstrated by the gross *average* Individual Class Payment being approximately \$902.45, and the gross *highest* Individual Class Payment being about \$3,599.08.

16. Funding of the Gross Settlement Amount. No later than fourteen (14) calendar days after the Effective Date, Defendant shall fully fund the Gross Settlement Amount and amounts necessary to fully pay employer's share of payroll taxes by transmitting the funds to the Administrator. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for the appropriate entities and persons.

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1 17. Uncashed Checks. The Class Members must cash or deposit their
2 settlement checks within one hundred twenty (120) calendar days after the settlement checks are
3 issued. The uncashed settlement checks will be canceled and transmitted to the *cy pres* recipient
4 Legal Aid At Work. The Administrator will not disburse the uncashed funds to the *cy pres*
5 recipient Legal Aid At Work until after Court approval of the accounting. If there are significant
6 uncashed checks after the initial distribution, then Class Counsel may propose a second
7 distribution to the persons who cashed the first checks.

8 18. Compliance Hearing. The Court sets a compliance hearing for September
9 21, 2026 at 2:30 p.m. in Department 21. At least five (5) court days before this hearing, Plaintiffs
10 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the
11 compliance status report shall specify the total amount paid to Class Members and residual of the
12 unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds
13 in the Settlement Agreement, along with a proposed amended judgment to facilitate this
14 payment.

15 a. Holdback Provision - Ten percent (10%) of the Class Counsel Fees
16 Payment (\$18,750) shall be held in an interest-bearing account,
17 maintained by the Administrator, pending the approval of a final
18 compliance status report after completion of the distribution process.

19 19. Modification of the Agreement. The Agreement may be amended or
20 modified only by a written instrument signed by the Parties and their counsel or their
21 representatives/successors-in-interest. Such amendments or modifications shall be consistent
22 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

23 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
24 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
25 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
26 and for any other necessary purpose. This includes, without limitation:

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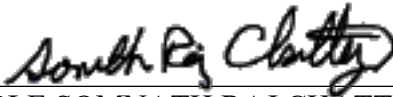
- 1 a. Entering such additional orders as may be necessary or appropriate to
2 protect and/or effectuate this Order and Judgment approving the
3 Settlement Agreement, to enjoin Plaintiffs from initiating or pursuing
4 related proceedings, and to ensure the fair and orderly administration of
5 the Settlement Agreement;
- 6 b. Enforcing the terms and provisions of the Settlement Agreement and
7 resolving any disputes, claims, or causes of action in this lawsuit that, in
8 whole or in part, are related to or arise out of the Settlement Agreement or
9 this Order and Judgment; and
- 10 c. Entering any other necessary or appropriate orders to protect and
11 effectuate this Court's retention of continuing jurisdiction.

12 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
13 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
14 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

15 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
16 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
17 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
18 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
19 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
20 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

21 IT IS SO ORDERED.

22
23 DATED: 06/12/2026


HONORABLE SOMNATH RAJ CHATTERJEE
SUPERIOR COURT JUDGE
S. Raj Chatterjee / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 06/15/2026
PLAINTIFF/PETITIONER: Marlena Ripley et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: East Bay Agency for Children	B. Mercado
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV076557

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [Proposed] Amended Order of Final Approval and Judgment entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Derek Haynes
Porter Scott
dhaynes@porterscott.com

Douglas Han
Justice Law Corporation
dhan@justicelawcorp.com

Dated: 06/15/2026

Chad Finke, Executive Officer / Clerk of the Court

By:



B. Mercado, Deputy Clerk

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

On June 17, 2026, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

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

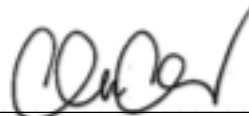
[X] BY ELECTRONIC SUBMISSION

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 June 17, 2026, at Pasadena, California.



Christina Castro