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DESIREE GARCIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

DESIREE GARCIA, individually, and on
behalf of other members of the general public
similarly situated, and as an aggrieved
employee and Private Attorney General;

Plaintiffs,

vs.

SESLOC FEDERAL CREDIT UNION, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 22CV-0295

*Assigned for all Purposes to: Hon. Craig B.
Van Rooyen, Dept. 2*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Date: February 27, 2025

Time: 9:00 a.m.

Dept.: 2

Complaint filed: June 8, 2022

Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on February 27, 2025, for a hearing and Final Order Approving Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval
5 Order (“Preliminary Approval Order”), and as set forth in the Class Action and PAGA Settlement
6 Agreement and Class Notice (hereinafter “Settlement” or “Agreement”), and due and adequate
7 notice having been given to all Class Members as required in the Preliminary Approval Order,
8 and the Court having considered all papers filed and proceedings had herein and otherwise being
9 fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND**
10 **DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Agreement.

12 2. Consistent with the definitions provided in the Agreement, the term “Class” and
13 “Class Members” shall mean the following: “all current and former non-exempt employees of
14 Defendant who were employed by Defendant in the state of California at any time during the
15 Class Period.”

16 3. This Court has jurisdiction over the subject matter of this Action and over all
17 Parties to this Action, including all Class Members.

18 4. Distribution of the Notice directed to the Class Members as set forth in the
19 Agreement and the other matters set forth therein has been completed in conformity with the
20 Preliminary Approval Order, including individual notice to all Class Members who could be
21 identified through reasonable effort, and the best notice practicable under the circumstances. The
22 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
23 including the proposed Settlement set forth in the Agreement, to all persons entitled to such
24 Notice, and the Notice fully satisfied the requirements of due process. All Class Members and all
25 Released Claims are covered by and included within the Settlement and this Final Order.

26 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
27 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
28 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the

standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

6. The Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. Upon remittance of the Gross Settlement Amount by Defendant SESLOC Federal Credit Union, Inc. to the Settlement Administrator, all Participating Class Members shall fully release and discharge Defendant SESLOC Federal Credit Union, Inc. as named by Plaintiffs in the operative complaint, and their past, present and/or future, direct and/or indirect, officers, directors, employees, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through or in concert with any of them.. (“Released Parties”) from all claims, rights, demands, liabilities and causes of actions that are alleged or reasonably could have been alleged based on the facts and claims asserted in the operative complaint in the Action including the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide compliant meal periods and/or to pay meal period premiums; (iii) failure to provide compliant rest periods and/or to pay rest period premiums; (iv) failure to reimburse

necessary business expenses; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure to pay overtime; (viii) failure to pay wages for off-the clock work; (ix) failure to timely pay wages during employment; (x) unfair business practices; (xi) failure to pay accrued vacation time; and (xii) failure to pay reporting time wages. This release shall apply to claims arising during the Class Period (“Released Class Claims”).

7. Also, PAGA Members shall release claims arising under PAGA during the PAGA Period regardless of their decision to participate in the class settlement aims under the California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint including but not limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 or premised on the facts, claims, causes of action, or legal theories set forth in Notice to the Labor & Workforce Development Agency sent by Plaintiff Desiree Garcia on September 7, 2023 (the “Released PAGA Claims”).

8. Named Plaintiff Desiree Garcia, for herself only, also fully releases the Released Parties from any and all Released Claims and also generally release and discharge the Released Parties from all claims related to their employment or alleged employment with the Defendants including all claims alleged in the Action, and all claims known and unknown, without exception, except as may be prohibited by law. Specifically, Plaintiffs waive all rights and benefits afforded by California Civil Code Section. Specifically, Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California

1 Labor Code Sections 132(a) and 4553).

2 9. No Class Member has objected to the terms of the Settlement.

3 10. One Class Member has requested to be excluded from the terms of the Settlement.
4 Accordingly, 285 out of 286 (99.65%) of the Participating Class Members are bound by this
5 Judgment.

6 11. The Court finds the settlement payments provided for under the Agreement to be
7 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
8 the Court orders Defendant to fund the Gross Settlement Amount of \$750,000.00 within fourteen
9 (14) calendar days after the Effective Date of the Settlement, to provide payments for class
10 members settlement awards, the class representative enhancement payment, Class Counsel's
11 attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the
12 California Labor and Workforce Development Agency pursuant to Labor Code Section 2698, *et*
13 *seq.* The calculations and the payments shall be made administered in accordance with the terms
14 of the Agreement.

15 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
16 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
17 of thirty three and thirty three percent (35%) the Gross Settlement Amount, \$262,500.00, and
18 attorneys' costs in the amount of \$15,176.78 from the Gross Settlement Amount as final payment
19 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
20 Class Counsel and any other person or entity related to the Action. The Court further orders that
21 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
22 to the terms of the Agreement.

23 13. The Court hereby approves and orders a Class Representative Enhancement Award
24 of \$7,500.00 to Plaintiff Desiree Garcia from the Gross Settlement Amount in accordance with
25 the terms of the Agreement.

26 14. The Court approves and orders the payment in the amount of \$56,250.00 (75% of
27 \$75,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
28 Agency for penalties arising under the Private Attorneys General Act of 2004 ("PAGA"). The

1 remaining \$18,7500.00 (25% of \$75,000.00) shall be distributed to PAGA Members as set forth
2 in the Agreement.

3 15. The Court also hereby approves and orders payment from the Gross Settlement
4 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
5 ILYM Group, Inc. in the amount of \$9,000.00.

6 16. The Court hereby approves and orders payment of individual settlement payments
7 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
8 forth in the Agreement.

9 17. The Court also hereby approves and orders that any checks distributed from the
10 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
11 days after being issued shall be distributed to the Legal Aid at Work, formerly known as Legal
12 Aid Society – Employment Law Center. As such, no “unpaid residue” under CCP §384 will result
13 from the settlement.

14 18. Provided the Settlement becomes effective under the terms of the Agreement, the
15 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
16 payments, attorneys’ fees and costs, and Enhancement Payments as set forth in the Agreement.

17 19. Neither the Settlement nor any of the terms set forth in the Agreement is an
18 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of
19 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other
20 Released Parties. In entering into the Agreement, Defendants do not admit, and specifically deny,
21 they have violated any federal, state, or local law; violated any regulations or guidelines
22 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
23 requirements; breached any contract; violated or breached any duty; engaged in any
24 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
25 employees. Neither the Settlement or the Agreement, nor any of its terms or provisions, nor any
26 of the negotiations connected with it, shall be construed as an admission or concession by
27 Defendants of any such violations or failure to comply with any applicable law. Except as
28 necessary in a proceeding to enforce the terms of the Agreement, the Agreement and its terms and

provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

20. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

21. A final report on the disbursement of settlement payments shall be filed by no later than _____, 2025, following the expiration of uncashed settlement payments.

22. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice to the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: _____

JUDGE OF THE SUPERIOR COURT
HON. CRAIG B. VAN ROOYEN