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on behalf of himself and other similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

PAUL GARVES, on behalf of himself
and all others similarly situated, and the
general public,

Plaintiff,

vs.

SAN FRANCISCO FIRE CREDIT
UNION, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

CLASS ACTION

Case No. CGC-24-613197

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Preliminary Approval Hearing:

Date: June 16, 2026

Time: 11:00 a.m.

Dept: 304

**Dept. 304 has pre-approved the Date and
Time**

Honorable Ethan P. Schulman
Department 304

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 On June 16, 2026, at 11:00 a.m. the Court conducted a hearing on the unopposed Motion
3 for Preliminary Approval of Class and Representative Action Settlement filed by named Plaintiff
4 Paul Garves on behalf of himself and all others similarly situated (hereinafter “Plaintiff”). The
5 Court has reviewed and considered the Memorandum of Points and Authorities in support of the
6 Motion, the Declaration of Counsel and the exhibits thereto, including the Class Action and
7 PAGA Representative Settlement Agreement and Release (“Settlement Agreement” or
8 “Settlement”) and the Settlement Agreement between Plaintiff and Defendant San Francisco Fire
9 Credit Union (hereinafter “Defendant”). (Plaintiff and Defendant shall be referred to collectively
10 as the “Parties”).

11 This Order hereby incorporates by reference the definitions in the Settlement Agreement
12 as though fully set forth herein, and all terms used herein shall have the same meaning as set
13 forth in the Settlement Agreement.

14 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
15 **MAKES THE FOLLOWING FINDINGS:**

16 1. The Court finds on a preliminary basis that the proposed Settlement falls within
17 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
18 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
19 the requirements for preliminary approval, subject only to any objections that may be raised
20 before or at the Final Fairness and Approval Hearing. It appears to the Court that the
21 Settlement’s terms are fair, adequate, and reasonable as to all potential Class Members when
22 balanced against the probable outcome of further litigation, given the risks relating to liability
23 and damages. It further appears that extensive investigation and research have been conducted
24 such that counsel for the Parties at this time are reasonably able to evaluate their respective
25 positions. It further appears to the Court that the Settlement at this time would avoid substantial
26 additional costs by all Parties, as well as the delay and risks that would be presented by the
27 further prosecution of the Action. It appears the Settlement has been reached as a result of
28 intensive, arm’s-length negotiations utilizing an experienced third-party neutral.

1 2. The Court further finds, for settlement purposes only, that the requirements of
2 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are
3 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
4 described in the Motion for Preliminary Approval and Settlement Agreement:

5 All current and former non-exempt employees of San Francisco Fire Credit
6 Union who worked in California during the Class Period.

7 3. The Court further finds that the moving papers presented for the Court's review
8 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
9 options available to the Class, including the ability of the Class Members to opt-out or submit a
10 Request for Exclusion to the Settlement and not be bound by the Settlement Agreement or
11 receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do
12 nothing and receive an Individual Class Payment and be bound by the terms of the Settlement.
13 Plaintiff has submitted to the Court a proposed Class Notice.

14 As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

15 1. The Court hereby preliminarily approves the proposed Settlement upon the
16 terms, conditions, and all release language set forth in the Settlement Agreement.

17 2. The Court conditionally certifies and approves, for settlement purposes only, the
18 Class described above.

19 3. For the purposes of this Settlement, David Keledjian, Esq., David Arakelyan, Esq.,
20 Enoch J. Kim, Esq., and Marta Manus, Esq. of D.Law, Inc. ("Class Counsel") are hereby
21 preliminarily appointed as Class Counsel and shall represent the Class Members in this Action.
22 Any Class Member may enter an appearance in the Action, at their own expense, either
23 individually or through counsel of their own choice; however, if they do not enter an appearance,
24 they will be represented by Class Counsel.

25 4. For the purposes of this Settlement, Plaintiff Paul Garves is hereby preliminarily
26 appointed as the Class Representative for the Class.

27 5. The Court appoints Apex Class Action, LLC, as the Administrator. The
28 procedures for paying the Administration Expense Payment, as set forth in the Settlement

1 Agreement, are approved. Apex Class Action, LLC, is directed to perform all responsibilities of
2 the Administrator as set forth in the Settlement Agreement. Once entered, Apex Class Action,
3 LLC, will also post the Judgment in this matter on its website.

4 6. The Court hereby approves, as to form and content, the Class Notice attached as
5 Exhibit A to the Settlement Agreement (the “Notice”). The Court finds that the dates and
6 procedure for mailing and distributing the Notice in the manner set forth in Paragraph 7 of this
7 Order meet the requirements of due process and are the best notice practicable under the
8 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

9 7. The Court directs the mailing of the Court-approved Notice via first class mail to
10 the Class Members in accordance with the schedule and procedures set forth in the Settlement
11 Agreement.

12 a. No later than fourteen (14) calendar days of the date of preliminary approval
13 of this Settlement, Defendant shall provide to the Administrator the Class
14 Data; and

15 b. Within seven (7) calendar days of receiving the Class Data from Defendant
16 the Administrator shall mail by First-Class United States mail the Notice to
17 each Class Member. The Administrator shall conduct a National Change of
18 Address database search before mailing and will also use the most recent
19 address available to the Administrator for mail delivery. Any returned mail
20 with a forwarding address from the U.S. Postal Service shall be promptly re-
21 mailed to the new address. The Administrator shall perform a skip trace
22 search for a new address for any returned mail without a forwarding address.

23 8. The procedures for Class Members to opt-out by submitting a Request for
24 Exclusion, as set forth in the Notice and Settlement Agreement, are approved. The time for
25 Class Members to submit a Request for Exclusion shall be forty-five (45) days after the date of
26 the first mailing of the Notices. This date shall be extended by fifteen (15) calendar dates if the
27 Notice is returned as undeliverable and then remailed to a correct or forwarding address of a
28 Class Member.

1 9. The procedures for Class Members to object to the Settlement, as set forth in the
2 Notice and Settlement Agreement, are approved. The time for Class Members to object to the
3 Settlement shall be forty-five (45) days after the date of the first mailing of the Notices. This
4 date shall be extended by fifteen (15) calendar dates if the Notice is returned as undeliverable
5 and then remailed to a correct or forwarding address of a Class Member. Class Members may
6 appear at the Final Approval Hearing, on their own or through a counsel retained at their
7 expense, to present their objection, whether or not they submitted a prior written objection as
8 provided in the Settlement Agreement.

9 10. The procedures for Class Members to dispute the number of workweeks worked,
10 as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members
11 to submit a workweek dispute shall be forty-five (45) days after the date of the first mailing of
12 the Notices. This date shall be extended by fifteen (15) calendar dates if the Notice is returned
13 as undeliverable and then remailed to a correct or forwarding address of a Class Member.

14 11. The Court hereby preliminarily approves the definition and disposition of the
15 Gross Settlement Amount as that term is defined in the Settlement Agreement as well as the
16 non-monetary relief provided in the Settlement Agreement. The Court preliminarily approves
17 the distribution of the Gross Settlement Amount, all subject to the Court's final approval of the
18 Settlement at the Final Approval Hearing. Assuming the Settlement receives final approval,
19 Defendant shall be required to pay only the Gross Settlement Amount in the total amount of
20 \$650,000.00 plus the employer's share of taxes due as a result of this Settlement.

21 12. A Final Approval Hearing (the "Hearing") shall be held on _____,
22 at _____ a.m./p.m. before the Honorable Ethan P. Schulman in Department 304 of the San
23 Francisco Superior Court. The purpose of such Hearing will be to: (a) determine whether the
24 proposed Settlement should be finally approved by the Court as fair, reasonable and adequate;
25 (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs and
26 amount to be awarded; (c) determine the reasonableness of the Class Representative's Service
27 Payment requested for the Class Representative and amount to be awarded; and (d) order entry
28 of Judgment in the Class Action, which shall constitute a complete release and bar with respect

1 to the Released Class Claims and Released PAGA Claims.

2 13. Class Counsel shall file and serve all papers in support of the Motion for Final
3 Approval and any application for reimbursement of attorneys' fees and costs, including any
4 costs associated with or incurred by the Administrator at least sixteen (16) court days before the
5 Final Approval Hearing.

6 14. The Court reserves the right to continue the date of the Final Approval Hearing
7 without further notice to the Class Members and retains jurisdiction to consider all further
8 applications arising out of or connected with the proposed Settlement. However, Class Counsel
9 or the Administrator will give notice to any objecting party of any continuance of the Final
10 Approval Hearing.

11 15. All further proceedings in this Action shall be stayed except such proceedings
12 necessary to review, approve, and implement this Settlement.

13 16. In the event: (i) the Court does not finally approve the Settlement as
14 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
15 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
16 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
17 Settlement does not become final for any other reason, the Settlement and any related Class
18 shall be null and void and any order or judgment entered by this Court in furtherance of the
19 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
20 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
21 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
22 in all respects as if no Class had been certified and the Settlement had not been executed.

23 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
24 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
25 with the negotiation, execution or implementation of the Settlement, shall be admissible in
26 evidence for any reason except as provided in the Settlement Agreement. The Court has made
27 no findings on the merits, and the Defendant has denied the allegations in the operative
28 complaint.

1 18. The Court hereby approves the PAGA portion of the Settlement.

2 19. The Court reserves exclusive and continuing jurisdiction over the Action for
3 purposes of supervising the implementation, enforcement, construction, administration, and
4 interpretation of the Settlement Agreement and Amendment pursuant to Code of Civil
5 Procedure section 664.6.

6 20. The Court hereby orders the Parties and the Administrator to carry out their
7 duties and obligations in accordance with the terms of the Settlement Agreement.

8 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

9
10 Dated: _____

Honorable Ethan P. Schulman
Judge of the Superior Court