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Attorneys for Plaintiff PAUL GARVES

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.

Case No.: CGC-24-613197

CLASS ACTION

Assigned for All Purposes To:

Hon. Ethan P. Schulman

Department 304

**DECLARATION OF MARTA MANUS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT,
REQUEST FOR ATTORNEYS' FEES,
COSTS, AND CLASS
REPRESENTATIVE'S SERVICE
PAYMENT**

Date: October 20, 2026

Time: 10:00 a.m.

Dept.: 304

Action filed: March 18, 2024

First Amended Complaint: August 5, 2024

Trial date: None Set

**DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT, REQUEST FOR
ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE'S SERVICE
PAYMENT**

I, Marta Manus, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I am a Senior Associate Attorney at D.Law, Inc. ("D.Law"), and attorney of record for Plaintiff PAUL GARVES ("Plaintiff" or "Class Representative") on behalf of similarly situated employees of Defendant SAN FRANCISCO FIRE CREDIT UNION ("Defendant").

2. On March 18, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for: (1) Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198); (2) Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7, and 1198); (3) Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198); (4) Failure to Pay Proper Sick Pay (Lab. Code § 246); (5) Failure to Pay Proper Vacation Wages (Lab. Code § 227.3); (6) Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a)); (7) Failure to Indemnify (Lab. Code § 2802); and (8) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.). Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and California's Labor and Workforce Development Agency ("LWDA") by sending the PAGA Notice on March 18, 2024 (LWDA- CM-1017256-24). On August 5, 2024, Plaintiff filed a First Amended Complaint adding a claim under PAGA, Labor Code §2698. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint").

3. The Parties agreed to participate in mediation and informally exchanged information and documents, including pertinent class data and producing a representative sampling of timekeeping and corresponding payroll records along with policy documents. In preparation for mediation, Plaintiff hired Berger Consulting Group, an expert data analysis group

1 to prepare damage calculations and an exposure analysis for the mediation.

2 4. On January 7, 2025, the Parties participated in an all-day mediation presided over
3 by Lonnie Giamela, Esq., a respected mediator of wage and hour representative and class
4 actions. Following a full day of mediation, the Parties agreed to general settlement terms to
5 resolve the lawsuit.

6 5. The mediation resulted in a Gross Settlement Amount of \$650,000.00 (“Gross
7 Settlement Amount”), on a class wide and PAGA representative basis. The Class Period is
8 defined as March 18, 2020, through March 8, 2025. Aggrieved Employees means all current and
9 former non-exempt employees of San Francisco Fire Credit Union who worked in California
10 during the PAGA Period.

11 6. The Class consists of the named Plaintiff and all persons employed by Defendant
12 in California as nonexempt employees at any point from August 6, 2020, through May 5, 2025
13 (the “Class Period”). There is no claim form requirement, and no residual will revert to
14 Defendant. It is an opt-out class.

15 7. The *highest* estimated Individual Class Payment is approximately \$4,075.83, the
16 *average* Individual Class Payment is currently estimated to be approximately \$2,192.35, and the
17 *lowest* Individual Class Payment is currently estimated to be approximately \$15.68. Attached
18 hereto as **Exhibit 3** is the Declaration of Madely Nava for Apex Class Action, LLC [“Nava
19 Decl.”], ¶ 17. Additional proposed disbursements are as follows:

- | | | | |
|----|----|---|-----------------------------------|
| 20 | 1) | Class Counsel Fees: | \$216,666.67 |
| 21 | 2) | Class Counsel Litigation Expenses: | \$14,069.29 |
| 22 | 3) | Administration Expenses Payment: | \$5,950 |
| 23 | 4) | Class Representative’s Service Payment: | \$5,000 to Plaintiff Paul Garves |
| 24 | 5) | PAGA Penalties: | \$40,000 (LWDA Portion: \$30,000) |

25 8. After the above deductions from the Gross Settlement Amount of \$650,000, the
26 Net Settlement Amount to be distributed to Participating Class Members is estimated to be
27 \$368,314.04. (Ex. 3 – Nava Decl., ¶ 16.)

28 9. On February 9, 2026, the Court granted Preliminary Approval of this settlement,

1 approved the Notice of Class Action and related forms, appointed Plaintiffs Paul Garves and as
2 the Class Representative, appointed Class Counsel, approved Apex Class Action, LLC (“Apex”)
3 as the Administrator, and set timelines for the settlement administration process, pursuant to the
4 Settlement Agreement. Apex completed the notice procedure per the Settlement terms, including
5 mailing the Court-approved Notice of Class Action Settlement (the “Class Notice”) to all eligible
6 Class Members. On June 9, 2026, Defendant’s Counsel provided Apex with Class Data for 238
7 individuals, including names, Social Security numbers, last known mailing addresses, and dates
8 worked during the Class and PAGA Periods. After identifying discrepancies, Apex requested
9 clarification from Defendant, who provided revised data on July 17, 2026. Apex reviewed and
10 cleansed the revised data, resulting in a final Class List of 169 individuals. (See Exhibit 3 – Nava
11 Decl., Ex. A.)

12 10. On June 25, 2026, Apex received the Court-approved Notice of Class Action
13 Settlement (the “Class Notice”), from the Parties. (Ex. 3 – Nava Decl., ¶ 5.) The Class Notice
14 advised Class Members of their right to opt out of the settlement, object to the settlement, dispute
15 the quantity of Workweeks, or do nothing, and the implications of each such action. The Class
16 Notice also advised Class Members of applicable deadlines and other events, including the date
17 of the Final Approval Hearing, and how Class Members could obtain additional information. On
18 July 24, 2026, Apex mailed the Class Notices via First Class U.S. Mail to 169 Class Members.
19 The Class Notice advised Class Members that they could submit an exclusion, objection and/or
20 dispute postmarked by September 8, 2026. (See Ex. 3 – Nava Decl., ¶¶ 8, 11).

21 11. Apex performed nine (9) address traces on Class Notices returned as
22 undeliverable. The address trace utilizes the Class Member’s name, previous address and Social
23 Security Number for locating a current address. Of the nine (9) traces performed, nine (9) more
24 current addresses were obtained, and Class Notices were promptly re-mailed to those Class
25 Members via First Class mail. As of this date, zero (0) Class Notices remain undeliverable. (See
26 Ex. 3 – Nava Decl., ¶ 9.)

27 12. Re-mailed Class Notices were provided with an extended deadline of fifteen (15)
28 days. The latest extended deadline was September 23, 2026. As of this date, Apex has received

one (1) Request for Exclusion and zero (0) objections. (See Ex. 3 – Nava Decl., ¶¶ 12-13.)

13. Class Counsel remain convinced the Settlement is in the best interest of the Class based on a detailed knowledge of the issues, risks of loss, and the negotiations. Nothing has changed since the Court granted Preliminary Approval of the Settlement to negate the presumption of fairness. The affirmative defenses asserted by Defendant, the uncertainty of achieving certification, the prospect of a potential adverse summary judgment ruling, the difficulties of complex litigation, the lengthy process of establishing specific damages, and the perils of litigation affecting the value of the claims, as well as the risks of loss at trial and the various possible delays and appeals were carefully considered by Class Counsel in arriving at the proposed Settlement.

14. The Class Members’ response to the settlement is outstanding - 100% of the money will be paid out as there is no reversion to Defendant and nearly 99.41% of the Class Members who received the Class Notice are participating in the settlement, since there is only one request for exclusion and zero objections to date. (See Ex. 3 – Nava Decl., ¶¶ 12 - 15.)

15. Individual Class Payments will be allocated: 20% wages for which an IRS Form W-2 will be issued, and 80% will be allocated to the settlement of interest and penalties for which IRS 1099 Forms will be issued.

CLASS REPRESENTATIVE’S SERVICE PAYMENT

16. I believe that the requested Class Representative’s Service Payment for Plaintiff Paul Garves of \$5,000 is fair and reasonable. This is based on all facts set forth in the Motion for Preliminary Approval and the Declaration of the Class Representative (**Ex. 4**, Declaration of Plaintiff Paul Garves in Support of Plaintiff’s Motion for Preliminary Approval [“Garves Decl.”]).

17. As required by PAGA, Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement was submitted (uploaded) to the Labor and Workforce Development Agency’s (“LWDA”) online system on the same day as filing the Motion. Attached hereto as **Exhibit 5** is a true and correct copy of proof of submission from the LWDA confirming receipt.

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1 **ATTORNEY'S COSTS AND ADMINISTRATION EXPENSES**

2 18. The parties' Settlement Agreement provides for reimbursement of actual and
3 reasonable litigation costs and expenses incurred in prosecuting the Action. Class Counsel's
4 litigations costs to date are \$14,069.29. Class Counsel requests reimbursement of litigation costs
5 for a total of \$14,069.29. These are costs include the mediator's fee, expert fees, and filing fees.
6 Class Counsel's litigation costs include anticipated filing costs of \$335.76 for filing this Motion,
7 the Administrator's declaration regarding final distribution and notice of entry of final order and
8 judgment. Attached hereto as **Exhibit 2** are the Itemized Costs for D.Law to date. The
9 Administration Expenses Payment are \$5,950. (See Ex. 3 – Nava Decl., ¶ 20.)

10 **ATTORNEYS' FEES**

11 19. The Class Notice mailed to Class Members stated the amount of fees being
12 requested by Class Counsel. Not a single Class Member objected to an award of fees in the
13 amount requested to date.

14 20. Class Counsel are experienced and qualified to evaluate the class claims and
15 viability of the defenses. The recovery for each Class Member in the present is fair and
16 reasonable based on all risk factors.

17 21. Class Counsel seeks a fee award calculated as a percentage of the common fund
18 for the successful prosecution and resolution of this action. For Class Counsel, the fees here were
19 wholly contingent in nature, and this complex action involved specialized issues. There was the
20 prospect of the enormous cost inherent in class action litigation, as well as a long battle with a
21 corporate defendant. Class Counsel risked not only their time but also money to ensure the
22 successful litigation of this action on behalf of all Class Members. Accordingly, the requested
23 percentage of the common fund is appropriate, and Class Counsel respectfully requests that the
24 Court enter an Order to that effect.

25 22. I believe that an attorneys' fee of 1/3 of the total value of this case is fair and
26 reasonable. This amount was negotiated by the parties in good faith with the assistance of the
27 mediator, and Defendant has no objection to the fees request. I am very familiar with the
28 contingent fee market throughout California particularly as it pertains to complex employment,

wage and hour, and class action litigation. Contingency fee agreements with plaintiffs, both as individuals and as representatives in class action suits, commonly provide that counsel will receive a fee that is between 33% to 40% of any recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of a recovery amount. These are typical and standard percentages in employment related contingency agreements throughout California. Indeed, in my opinion, Plaintiff in this complex wage and hour case could not have retained competent counsel in California, particularly with the considerable skill and expertise of my firm for any amount significantly less than the contingency fee percentage provided in these retainer agreements. As the Court is aware, Plaintiff's Counsel has not received any payment for attorneys' fee to date in this case and has advanced all costs during the multi-year litigation.

23. In the present case, Class Counsel will have worked a total of 115.4 hours¹, with a lodestar of \$107,870.80. Class Counsel's litigation support team worked 23 hours, with an additional \$7,372.00 in fees, for a combined total of \$115,242.80. Attached hereto as **Exhibit 1** are true and correct copies of itemized time records to date for D.Law. All these hours were reasonable and necessary and related to this litigation. Class Counsel requests a fee of \$216,666.67, which results in a modest multiplier of 1.8. Thus, the request of \$216,666.67 is reasonable and should be granted final approval.

24. Class Counsel's rates are consistent with surveys relied on by other courts. (*Martinez v. Helzberg's Diamond Shops* (C.D. Cal., Sept. 24, 2021, No. EDCV201085PSGSHKX) 2021 WL 9181893, at *10 [relying on "The Real Rate Report"]; *Gutierrez v. Chopard USA Ltd.* (2022) 82 Cal.App.5th 383, 387 [Unruh Act case affirming award based on Laffey Matrix, available at <http://www.laffeymatrix.com/see.html>].)

ATTORNEYS' EXPERIENCE

25. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action

¹ Excluding hours that will be spent attending the final approval hearing and finalizing settlement administration in preparation for the settlement compliance hearing, which Class Counsel estimates will be an additional 4 hours.

1 cases pending in both state and federal court.

2 26. D.Law is well-qualified and has ample experience, knowledge, and resources to
3 act as counsel and represent Plaintiff and the putative Class and aggrieved employees in this
4 action. Our practice is exclusively focused on employment matters and representing plaintiffs in
5 wage and hour actions with the same or similar causes of actions brought forth in the matter
6 pending before this Court.

7 27. D.Law has litigated and successfully resolved many wage and hour class action
8 cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De*
9 *La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787),
10 *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of
11 California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of
12 California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in
13 Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-
14 cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los
15 Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles,
16 BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
17 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in
18 Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior
19 Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.*
20 (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v.*
21 *Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289),
22 *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los
23 Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California
24 in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California,
25 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California,
26 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-
27 cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-
28 DSF-RAO), *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los

Angeles, BC686451), *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California, Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church & Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307), *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687), *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara, 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San Bernardino, CIVDS1915743), *Virdi v. Absolute Security International* (Superior Court of California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

28. Senior Counsel Enoch J. Kim was admitted to the California Bar in December

1 2008. He received his J.D. from Pepperdine University School of Law and B.S. from University
2 of Southern California. Since graduating from law school, he has dedicated virtually his entire
3 career on the practice of employment law. He has practiced employment law from the plaintiff's
4 side, defense side, and from an in-house position. Mr. Kim has significant experience
5 specifically working on wage and hour class and PAGA actions from the plaintiff's side as well
6 as the defense side, with the majority of his experience coming from the plaintiff's side.

7 29. Consistent with hourly billing rates for attorneys with his experience, Mr. Kim's
8 hourly billing rate is \$1,350 per hour. Throughout the course of this litigation, Mr. Kim estimates
9 he has spent 11.6 hours litigating this matter. Accordingly, Mr. Kim's lodestar in this matter is
10 \$15,660 ($11.6 \times \$1,350 = \$15,660$).

11 30. I am a Senior Associate Attorney at D.Law. I graduated from California Western
12 School of Law in 2008 and was admitted to practice law in California that same year. I have
13 been exclusively litigating wage and hour class action and PAGA representative cases since
14 2008. I am admitted to practice before all U.S. District Courts in California, the Fourth District
15 Court of Appeal, and the U.S. Court of Appeals for the Ninth Circuit. I am also admitted to
16 practice law in the State of Washington. I have extensive experience litigating complex class
17 action and PAGA representative action cases.

18 31. Consistent with hourly billing rates for attorneys with my experience, my hourly
19 billing rate is \$1,227 per hour. I estimate that I've spent approximately 25.1 hours on this case to
20 date. Accordingly, my lodestar in this matter is \$30,797.70 ($25.1 \times \$1,227 = \$30,797.70$). I
21 estimate that I will spend at least another 4 hours attending the final approval hearing and
22 finalizing settlement administration in preparation for the settlement compliance hearing.

23 32. Attorney David Keledjian is Senior Counsel at D.Law and he manages his own
24 complex litigation team. Mr. Keledjian was admitted to the California Bar in December 2016.
25 Mr. Keledjian received his J.D. from Trinity Law School and B.A. from California State
26 University of Fullerton. Since graduating from law school, Mr. Keledjian has dedicated virtually
27 his entire career on the practice of employment law. Mr. Keledjian has practiced employment
28 law from both the plaintiff's side and defense side. Mr. Keledjian has significant experience

1 specifically working on wage and hour class actions from the plaintiff's side, with the majority
2 of his experience coming from representing employees and obtaining significant settlements on
3 their behalf. During his career, Mr. Keledjian has represented employees in over 100 wage-and-
4 hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern
5 and Northern Districts of California), and he has obtained six and seven figure settlements
6 against a range of defendants, including Fortune 500 companies. These cases have involved the
7 gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid
8 wages and overtime, failure to provide meal breaks, inaccurate pay statements, and failure to pay
9 timely wages - similar to claims at issue in the present matter. Mr. Keledjian is experienced in
10 prosecuting employment matters, particularly class actions. In addition to the present case, he is
11 also class counsel for dozens of other putative wage-and-hour class-action lawsuits pending in
12 various state and federal jurisdictions throughout California. Throughout the course of this
13 litigation, attorney David Keledjian estimates he has spent at least 22 hours litigating this matter.
14 Accordingly, Mr. Keledjian's unadjusted lodestar in this matter is \$25,894 ($22 \times \$1,177 =$
15 $\$25,894.00$). If Mr. Keledjian were to charge a rate for this type of work by the hour, given his
16 experience and the focus of his practice, his current hourly rate would be \$1,177 per hour. A
17 \$1,177 rate is warranted based on Mr. Keledjian's years of experience in a highly specialized
18 area of law and is in line with the Laffey Matrix.

19 33. Associate Attorney David Arakelyan received his Bachelor of Arts in political
20 science from the University of California, Los Angeles, in 2009. Mr. Arakelyan then earned his
21 Juris Doctorate from the University of California, Los Angeles in May of 2020. Upon graduating
22 from law school, he has primarily focused my practice on representing employees in wage-and-
23 hour class actions. Mr. Arakelyan has worked on multiple cases that have resulted in favorable
24 settlements for the employee Class Members and Aggrieved Employees he has represented.
25 Throughout the course of this litigation, attorney David Arakelyan estimates he has spent at least
26 2.7 hours litigating this matter. Accordingly, Mr. Arakelyan's unadjusted lodestar in this matter is
27 \$2,025 ($2.7 \times \$750 = \$2,025$). If Mr. Arakelyan were to charge a rate for this type of work by the
28 hour, given his experience and the focus of his practice, his current hourly rate would be \$750 per

1 hour. A \$750 rate is warranted based on Mr. Arakelyan's years of experience in a highly
2 specialized area of law and is in line with the Laffey Matrix.

3 34. Svetlana Hovhannisyan is an Associate Attorney at D.Law, Inc. Ms.
4 Hovhannisyan received her Bachelor of Arts in Political Science from the University of
5 California, Berkeley in 2020, and then earned her Juris Doctorate from LMU Loyola Law School
6 in 2024. She has been licensed to practice law in the State of California since November 2024
7 and has practiced primarily in employment law wage and hour and wrongful termination
8 litigation since her admission to the California Bar. Throughout the course of this litigation,
9 attorney Svetlana Hovhannisyan estimates she has spent at least 0.5 hours litigating this matter.
10 Accordingly, Ms. Hovhannisyan's unadjusted lodestar in this matter is \$279.50 (0.5 x \$559.00 =
11 \$279.50). If Ms. Hovhannisyan were to charge a rate for this type of work by the hour, given her
12 experience and the focus of her practice, her current hourly rate would be \$559 per hour. A \$559
13 rate is warranted based on Ms. Hovhannisyan's years of experience in a highly specialized area
14 of law and is in line with the Laffey Matrix.

15 35. Attorney Norayr Zakaryan received his bachelor's degree from the University of
16 California, Los Angeles in 2017 and his Juris Doctorate degree from the University of California
17 College of the Law, San Francisco (formerly known as UC Hastings) in 2024. Since starting his
18 professional career, he has focused on plaintiff's side employment law and has been appointed as
19 class and PAGA counsel in other wage and hour settlements in California state court. Throughout
20 the course of this litigation, Norayr Zakaryan estimates he has spent at least 22.4 hours litigating
21 this matter. Accordingly, Mr. Zakaryan's unadjusted lodestar in this matter is \$12,521.60 (22.4 x
22 \$559.00 = \$12,521.60). If Mr. Zakaryan were to charge a rate for this type of work by the hour,
23 given his experience and the focus of his practice, his current hourly rate would be \$559. A \$559
24 rate is warranted based on Mr. Zakaryan's experience in a highly specialized area of law and is in
25 line with the Laffey Matrix.

26 36. I have also reviewed the files and billable records for former Associate Attorney
27 Kevin Burns. Mr. Burns received his dual bachelor's degree in economics and public policy from
28 University of North Carolina, Chapel Hill in 2018 and his Juris Doctor degree from Loyola Law
School, Los Angeles in 2023. During law school, he served as staff editor for the Loyola of Los

Angeles Law Review, President of the Loyola Sports Law Association, and Vice President during Loyola's first year of partnership with Parents, Educators/Teachers, and Students in Action (PESA). Since law school he has devoted his practice exclusively to wage and hour employment matters, including class actions and PAGA actions. Mr. Burns was admitted to the California State Bar in December 2023. Throughout the course of this litigation, Kevin Burns estimated he spent at least 18.8 hours litigating this matter. Accordingly, Mr. Burns' unadjusted lodestar in this matter is \$11,468 (18.8 x \$610 = \$11,468.00). If Mr. Burns were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would be \$610. A \$610 rate is warranted based on Mr. Burns' experience in a highly specialized area of law and is in line with the Laffey Matrix.

37. I have also reviewed the files and billable records for former Associate Attorney Hrag Alexanian's billing rate was \$750 at time of being employed at D.Law, Inc. Throughout the course of this litigation, Hrag Alexanian estimated he spent at least 12.3 hours litigating this matter. Accordingly, Mr. Alexanian's unadjusted lodestar in this matter is \$9,225 (12.3 x \$750 = \$9,225).

38. The below table summarizes Class Counsel's total hours, billables, and costs:

<u>Attorney</u>	Total Hours	Total Billables	Costs
Enoch Kim	11.6	\$15,660	
Marta Manus	25.1	\$30,797.70	
David Keledjian	22	\$25,894	
David Arakelyan	2.7	\$2,025	
Svetlana Hovhannisyan	0.5	\$279.50	
Norayr Zakaryan	22.4	\$12,521.60	
Kevin Burns	18.8	\$11,468	
Hrag Alexanian	12.3	\$9,225.00	
Totals:	115.4	\$107,870.80	See Itemized Litigation Costs, Ex. 2 hereto

39. As reflected in Exhibit 1 hereto, D.Law's litigation support team spent a total of approximately 23 hours on this case, with a total of approximately \$7,372 incurred.

I declare under penalty of perjury under the laws of the State of California and the United

1 States of America that the foregoing is true and correct.

2 Executed on September 23, 2026, in San Diego, California.

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4 Marta Manus, Esq.
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EXHIBIT 1

Attorney	Total Time	Rate	Total Billable Amount
Marta Manus	25.1	\$ 1,227.00	\$ 30,797.70
Norayr Zakaryan	22.4	\$ 559.00	\$ 12,521.60
David Keledjian	22	\$ 1,177.00	\$ 25,894.00
Kevin Burns	18.8	\$ 610.00	\$ 11,468.00
Hrag Alexanian	12.3	\$ 750.00	\$ 9,225.00
Enoch Kim	11.6	\$ 1,350.00	\$ 15,660.00
David Arakelyan	2.7	\$ 750.00	\$ 2,025.00
Lana Hovhannisyan	0.5	\$ 559.00	\$ 279.50
Total	115.4		\$ 107,870.80

Paralegal	Total Time	Rate	Total Billable Amount
Jonathan Morataya	17.3	\$ 332.00	\$ 5,743.60
Jordan Floyd	2.2	\$ 277.00	\$ 609.40
Katheryn Perez	1.3	\$ 277.00	\$ 360.10
Jose Lopez	1	\$ 277.00	\$ 277.00
Brent Insua	0.9	\$ 332.00	\$ 298.80
Janet Linares	0.3	\$ 277.00	\$ 83.10
Total	23		\$ 7,372.00

Grand Total	Total Time		Total Billable Amount
Attorneys	115.4		\$ 107,870.80
Paralegals	23		\$ 7,372.00
Total	138.4		\$ 115,242.80

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Garves v. San Francisco Fire Credit Union	3/12/2024	0.2	Janet Linares	Opened new case on Neos and uploaded all docs from SharePoint. Notified DY via RC of opening of case opening, class size, and any previous filings, and approaching SOL
Garves v. San Francisco Fire Credit Union	3/12/2024	0.3	Hrag Alexanian	Review/analyze summary of facts
Garves v. San Francisco Fire Credit Union	3/13/2024	0.4	Hrag Alexanian	Plan and prepare for draft of complaint
Garves v. San Francisco Fire Credit Union	3/14/2024	2.8	David Keledjian	Review of file for claims and theories of liability.
Garves v. San Francisco Fire Credit Union	3/14/2024	2.1	David Keledjian	review and revise Complaint.
Garves v. San Francisco Fire Credit Union	3/14/2024	0.6	Hrag Alexanian	Proofread complaint & paga letter to file
Garves v. San Francisco Fire Credit Union	3/14/2024	0.7	Hrag Alexanian	Draft/revise PAGA letter
Garves v. San Francisco Fire Credit Union	3/14/2024	1.4	Hrag Alexanian	Draft/revise complaint for a final review
Garves v. San Francisco Fire Credit Union	3/14/2024	0.3	Hrag Alexanian	Review/analyze DK notes on complaint draft
Garves v. San Francisco Fire Credit Union	3/14/2024	2.4	Hrag Alexanian	Draft/revise first draft of complaint
Garves v. San Francisco Fire Credit Union	3/14/2024	0.5	Hrag Alexanian	Review/analyze all claims for complaint draft
Garves v. San Francisco Fire Credit Union	3/15/2024	1.1	David Keledjian	Review and Revise PAGA Letter
Garves v. San Francisco Fire Credit Union	3/18/2024	1.1	Jordan Floyd	Draft/revise re prepare and file summons and complaint.
Garves v. San Francisco Fire Credit Union	3/25/2024	0.2	Hrag Alexanian	Review/analyze update case file/calendar
Garves v. San Francisco Fire Credit Union	3/29/2024	0.2	Hrag Alexanian	Review/analyze and update case file
Garves v. San Francisco Fire Credit Union	4/8/2024	0.1	Hrag Alexanian	Manage data/files update case file
Garves v. San Francisco Fire Credit Union	4/15/2024	0.2	Hrag Alexanian	Manage data/files and update case files
Garves v. San Francisco Fire Credit Union	4/16/2024	0.1	Hrag Alexanian	Communicate (in firm) to serve notice/adr packet on defendants as notice states
Garves v. San Francisco Fire Credit Union	4/17/2024	0.3	Hrag Alexanian	Communicate (other outside counsel) show POS and grant extension for response
Garves v. San Francisco Fire Credit Union	4/26/2024	0.2	Hrag Alexanian	Manage data/files update case files
Garves v. San Francisco Fire Credit Union	4/30/2024	1	Hrag Alexanian	Draft/revise complex designation application
Garves v. San Francisco Fire Credit Union	5/6/2024	0.1	Hrag Alexanian	update case files
Garves v. San Francisco Fire Credit Union	5/8/2024	0.7	David Keledjian	review and revise application for complex designation
Garves v. San Francisco Fire Credit Union	5/9/2024	0.3	Jordan Floyd	Draft/revise re file and serve Application for Complex Designation and Proposed Order with the Court.
Garves v. San Francisco Fire Credit Union	5/14/2024	0.3	Hrag Alexanian	Communicate (in firm) with JF re: POS issue with OC/court
Garves v. San Francisco Fire Credit Union	5/14/2024	0.2	Hrag Alexanian	Manage data/files update case file and prep to make sure PAGA complaint good to be drafted before ripe date
Garves v. San Francisco Fire Credit Union	5/21/2024	0.5	Hrag Alexanian	Plan and prepare for drafting FAC for tomorrow
Garves v. San Francisco Fire Credit Union	5/22/2024	0.6	David Keledjian	Review and Revise FAC.
Garves v. San Francisco Fire Credit Union	5/22/2024	0.1	Jordan Floyd	Communicate (other outside counsel) re electronically serve opposing counsel with First Amended Complaint via email.
Garves v. San Francisco Fire Credit Union	5/22/2024	0.5	Jordan Floyd	Draft/revise re file First Amended Complaint.
Garves v. San Francisco Fire Credit Union	5/22/2024	0.1	Hrag Alexanian	Manage data/files update case files
Garves v. San Francisco Fire Credit Union	5/22/2024	1	Hrag Alexanian	Draft/revise FAC to file
Garves v. San Francisco Fire Credit Union	6/4/2024	0.4	Hrag Alexanian	Manage data/files update and review case files
Garves v. San Francisco Fire Credit Union	6/6/2024	0.5	Hrag Alexanian	Draft/revise Joint stip to file FAC and send to OC
Garves v. San Francisco Fire Credit Union	6/17/2024	0.3	Hrag Alexanian	Manage data/files
Garves v. San Francisco Fire Credit Union	7/17/2024	0.4	Katheryn Perez	update excel sheet.
Garves v. San Francisco Fire Credit Union	7/22/2024	0.3	David Arakelyan	Update stip and order; draft email to OC re: FAC filing
Garves v. San Francisco Fire Credit Union	7/22/2024	0.2	David Arakelyan	Review case status and docket; retrieve CMO and send to JF for filing; add to file
Garves v. San Francisco Fire Credit Union	7/23/2024	0.1	David Arakelyan	Follow up with OC re: FAC and stipulation
Garves v. San Francisco Fire Credit Union	7/25/2024	0.1	David Arakelyan	Respond to OC email re: stip; send final version
Garves v. San Francisco Fire Credit Union	7/25/2024	0.2	David Arakelyan	Finalize and prepare stip and FAC for filing
Garves v. San Francisco Fire Credit Union	7/25/2024	0.1	David Arakelyan	Follow up email to OC re: status of FAC/PAGA
Garves v. San Francisco Fire Credit Union	8/2/2024	0.4	Katheryn Perez	Upload joint stip and prop order conformed.
Garves v. San Francisco Fire Credit Union	8/3/2024	0.2	David Arakelyan	Follow up on stipulation: retrieve, ask JF to add to file; instruct to file FAC; update case notes; review discovery status
Garves v. San Francisco Fire Credit Union	8/20/2024	0.4	Katheryn Perez	Prepare Ntc of Disassociation of HA.
Garves v. San Francisco Fire Credit Union	8/20/2024	0.1	David Arakelyan	Finalize meet/confer call with OC; send Teams invite
Garves v. San Francisco Fire Credit Union	8/20/2024	0.1	David Arakelyan	Email OC re: CMS and meet/confer
Garves v. San Francisco Fire Credit Union	8/20/2024	0.2	David Arakelyan	Review dept rules re: IDC and discovery; update case notes
Garves v. San Francisco Fire Credit Union	8/20/2024	0.6	David Arakelyan	Draft CMS;
Garves v. San Francisco Fire Credit Union	8/26/2024	0.3	David Arakelyan	Call with Rose and OC re: CMC and mediation; update case notes
Garves v. San Francisco Fire Credit Union	8/26/2024	0.1	David Arakelyan	Email OC re: time change
Garves v. San Francisco Fire Credit Union	8/26/2024	0.1	David Arakelyan	Review case prior to call with OC; docket check
Garves v. San Francisco Fire Credit Union	9/4/2024	0.1	Jordan Floyd	Manage data/files re update case calendar.
Garves v. San Francisco Fire Credit Union	10/8/2024	0.1	Katheryn Perez	upload conformed copy of document.
Garves v. San Francisco Fire Credit Union	11/26/2024	0.5	Kevin Burns	Drafted joint report and sent to OC.
Garves v. San Francisco Fire Credit Union	1/5/2025	4.3	David Keledjian	review of file and all pre-mediation data for review of brief and prepare for mediation (over 530 pages) (4.3)
Garves v. San Francisco Fire Credit Union	1/5/2025	3.9	Kevin Burns	Mediation preparation.
Garves v. San Francisco Fire Credit Union	1/6/2025	2.7	David Keledjian	review and revise mediation brief.
Garves v. San Francisco Fire Credit Union	1/6/2025	5.9	Kevin Burns	Drafted mediation brief.
Garves v. San Francisco Fire Credit Union	1/7/2025	6.9	David Keledjian	attend and participate in mediation.
Garves v. San Francisco Fire Credit Union	1/7/2025	0.8	David Keledjian	Review and Revise MOU
Garves v. San Francisco Fire Credit Union	1/7/2025	0.4	Kevin Burns	Talked to client to confirm acceptance of mediator's proposal.
Garves v. San Francisco Fire Credit Union	1/7/2025	6.9	Kevin Burns	Appearance at mediation, negotiation, and mediator's proposal.
Garves v. San Francisco Fire Credit Union	1/14/2025	0.3	Kevin Burns	Tasked review of payment to mediator, began settlement effecting process.
Garves v. San Francisco Fire Credit Union	2/14/2025	0.1	Janet Linares	Update Mediations/Settlement info
Garves v. San Francisco Fire Credit Union	3/13/2025	0.2	Kevin Burns	Case check-in.
Garves v. San Francisco Fire Credit Union	3/27/2025	0.3	Norayr Zakaryan	reviewing the case status, conferring with senior attorney regarding upcoming joint CMC statements
Garves v. San Francisco Fire Credit Union	3/27/2025	0.3	Kevin Burns	Reviewed emails, added attorney into email chain to deal with CMC/case wrap-up.
Garves v. San Francisco Fire Credit Union	4/1/2025	0.5	Norayr Zakaryan	preparing joint cmc draft
Garves v. San Francisco Fire Credit Union	4/1/2025	0.7	Norayr Zakaryan	reviewing procedural history and drafting joint CMC statement
Garves v. San Francisco Fire Credit Union	4/1/2025	0.9	Norayr Zakaryan	reviewing the MOU and conferring with senior counsel
Garves v. San Francisco Fire Credit Union	4/1/2025	0.1	Norayr Zakaryan	conferring with legal team regarding MOU draft
Garves v. San Francisco Fire Credit Union	4/1/2025	0.1	Norayr Zakaryan	conferring with legal team regarding filing of notice of association of counsel
Garves v. San Francisco Fire Credit Union	4/1/2025	0.3	Norayr Zakaryan	reviewing the procedural history of the case and email correspondence regarding the MOU. Preparing notice of association of counsel
Garves v. San Francisco Fire Credit Union	4/2/2025	0.1	Norayr Zakaryan	conferring with opposing counsel regarding joint CMC statement
Garves v. San Francisco Fire Credit Union	4/2/2025	0.3	Norayr Zakaryan	finalizing/revising joint CMC statement and conferring with senior counsel

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Garves v. San Francisco Fire Credit Union	4/2/2025	0.1	Enoch Kim	Review joint CMC statement and confer with NZ re same.
Garves v. San Francisco Fire Credit Union	4/2/2025	0.2	Brent Insua	Calendared Deadline for Joint CMC Statement.
Garves v. San Francisco Fire Credit Union	4/3/2025	0.4	Norayr Zakaryan	finalizing the Jt CMC draft, conferring with opposing counsel and legal team to get it filed
Garves v. San Francisco Fire Credit Union	4/3/2025	0.1	Norayr Zakaryan	conferred with opposing counsel regarding joint CMS draft
Garves v. San Francisco Fire Credit Union	4/3/2025	0.2	Brent Insua	Added Defendants. Added State Court and LWDA details. Added OC information.
Garves v. San Francisco Fire Credit Union	4/4/2025	0.1	Norayr Zakaryan	reviewing case status and the court order regarding continued CMC
Garves v. San Francisco Fire Credit Union	4/4/2025	0.1	Brent Insua	Updated Cont. CMC and Deadline to File Joint CMS. Left Note regarding obtaining hearing date prior to filing motion for preliminary approval.
Garves v. San Francisco Fire Credit Union	4/14/2025	0.1	Norayr Zakaryan	checking the case status, following up with opposing counsel on the MOU
Garves v. San Francisco Fire Credit Union	4/16/2025	0.1	Norayr Zakaryan	conferred with opposing counsel via email regarding the MOU
Garves v. San Francisco Fire Credit Union	4/16/2025	0.1	Norayr Zakaryan	left a voicemail to the client
Garves v. San Francisco Fire Credit Union	4/16/2025	0.7	Norayr Zakaryan	reviewed the MOU signed by Defendant, summarized before calling the client
Garves v. San Francisco Fire Credit Union	4/16/2025	0.3	Norayr Zakaryan	drafted notice of association of counsel for senior attorney
Garves v. San Francisco Fire Credit Union	4/18/2025	0.6	Norayr Zakaryan	drafted email to the client, summarizing the terms of the MOU
Garves v. San Francisco Fire Credit Union	4/18/2025	0.3	Norayr Zakaryan	call with client, and coordinating between the legal team and the client regarding the MOU
Garves v. San Francisco Fire Credit Union	4/18/2025	0.1	Norayr Zakaryan	conferred with senior attorney regarding MOU
Garves v. San Francisco Fire Credit Union	4/18/2025	0.2	Norayr Zakaryan	tried reaching out to the client over the phone, left a message regarding the MOU
Garves v. San Francisco Fire Credit Union	4/30/2025	0.1	Norayr Zakaryan	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight
Garves v. San Francisco Fire Credit Union	5/2/2025	0.2	Brent Insua	Read Dept 304 procedures. Must email clerk a proposed hearing date including all counsel,
Garves v. San Francisco Fire Credit Union	5/16/2025	0.1	Brent Insua	Confirmed CMC Hearing for 7/25/25
Garves v. San Francisco Fire Credit Union	5/29/2025	0.1	Brent Insua	MOU fully executed on 4/25/25.
Garves v. San Francisco Fire Credit Union	6/5/2025	0.8	Norayr Zakaryan	drafting the LFA
Garves v. San Francisco Fire Credit Union	6/5/2025	1.1	Norayr Zakaryan	reviewed the MOU, drafting the LFA
Garves v. San Francisco Fire Credit Union	6/5/2025	0.4	Norayr Zakaryan	researching local court rules regarding approval motion and long form agreements
Garves v. San Francisco Fire Credit Union	6/6/2025	2.8	Norayr Zakaryan	drafting long form settlement agreement
Garves v. San Francisco Fire Credit Union	6/9/2025	0.7	Norayr Zakaryan	drafting class settlement notice
Garves v. San Francisco Fire Credit Union	6/9/2025	1.8	Norayr Zakaryan	drafted long form settlement agreement
Garves v. San Francisco Fire Credit Union	6/9/2025	3.5	Norayr Zakaryan	drafting long form settlement agreement
Garves v. San Francisco Fire Credit Union	6/10/2025	1.3	Norayr Zakaryan	drafted Class settlement notice
Garves v. San Francisco Fire Credit Union	6/10/2025	0.4	Norayr Zakaryan	conferred with Litigation team and opposing counsel regarding the MOU and long form draft
Garves v. San Francisco Fire Credit Union	6/16/2025	0.2	Norayr Zakaryan	requesting bids from administrators
Garves v. San Francisco Fire Credit Union	6/16/2025	0.1	Norayr Zakaryan	conferred with opposing counsel via email regarding the total number of Aggrieved employees and PAGA pay periods
Garves v. San Francisco Fire Credit Union	6/16/2025	1.2	Enoch Kim	Review and revise settlement agreement.
Garves v. San Francisco Fire Credit Union	6/17/2025	3.4	Enoch Kim	Review and revise settlement agreement and class notice; review assigned judge's order re preliminary approval in a different case; confer with NZ re same.
Garves v. San Francisco Fire Credit Union	6/18/2025	0.1	Norayr Zakaryan	conferred with the administrator regarding updated quotes
Garves v. San Francisco Fire Credit Union	6/18/2025	0.2	Norayr Zakaryan	finalized the first version of the long form and circulated with OC for their review
Garves v. San Francisco Fire Credit Union	6/18/2025	2.9	Enoch Kim	Review and revise settlement agreement and class notice; confer with NZ re same.
Garves v. San Francisco Fire Credit Union	6/30/2025	0.2	Kevin Burns	Reviewed case status and next hearing date, added to calendar.
Garves v. San Francisco Fire Credit Union	7/7/2025	0.4	Norayr Zakaryan	reviewed and revised OC's redlines to the class notice draft
Garves v. San Francisco Fire Credit Union	7/7/2025	0.6	Norayr Zakaryan	reviewed OC's redlines to LFA and revised/provided comments
Garves v. San Francisco Fire Credit Union	7/7/2025	0.2	Norayr Zakaryan	revised the joint CMS draft, coordinated with legal team for filing
Garves v. San Francisco Fire Credit Union	7/7/2025	0.5	Norayr Zakaryan	prepared and circulated a joint CMS draft with OC
Garves v. San Francisco Fire Credit Union	7/28/2025	0.1	Jordan Floyd	Other re update case calendar.
Garves v. San Francisco Fire Credit Union	7/28/2025	0.2	Kevin Burns	Reviewed minute order and tasked calendaring continued CMC.
Garves v. San Francisco Fire Credit Union	10/8/2025	0.3	Norayr Zakaryan	drafted a joint CMS conferred with OC via email
Garves v. San Francisco Fire Credit Union	10/16/2025	0.5	Norayr Zakaryan	reviewed the long form draft and revised the class notice
Garves v. San Francisco Fire Credit Union	10/16/2025	1.4	Enoch Kim	Review and revise settlement agreement and class notice; confer with NZ re same.
Garves v. San Francisco Fire Credit Union	10/22/2025	0.4	Lana Hovhannisyan	review case file
Garves v. San Francisco Fire Credit Union	11/25/2025	1.2	Enoch Kim	Review and revise settlement agreement; draft correspondence to defense counsel re settlement agreement.
Garves v. San Francisco Fire Credit Union	12/2/2025	0.9	Jose Lopez	Draft notice of disassociation and association
Garves v. San Francisco Fire Credit Union	1/23/2026	0.1	Lana Hovhannisyan	review case file/order granting approval
Garves v. San Francisco Fire Credit Union	1/31/2026	0.2	Enoch Kim	Draft correspondence to defense counsel re settlement agreement; confer with MM re same.
Garves v. San Francisco Fire Credit Union	2/12/2026	0.1	Enoch Kim	Draft correspondence to defense counsel re settlement agreement.
Garves v. San Francisco Fire Credit Union	2/25/2026	0.1	Enoch Kim	Draft correspondence to defense counsel re settlement agreement.
Garves v. San Francisco Fire Credit Union	2/26/2026	0.1	Marta Manus	Email OC re: settlement agreement
Garves v. San Francisco Fire Credit Union	3/5/2026	0.6	Jonathan Morataya	Draft MM's Declaration in support of the Motion for Preliminary Approval.
Garves v. San Francisco Fire Credit Union	3/5/2026	0.8	Jonathan Morataya	Draft Plaintiff's Declaration in support of the Motion for Preliminary Approval of Class Action and PAGA Settlement.
Garves v. San Francisco Fire Credit Union	3/5/2026	0.3	Jonathan Morataya	Draft Proposed Order Granting Preliminary Approval of Class Action and PAGA Settlement.
Garves v. San Francisco Fire Credit Union	3/5/2026	0.2	Jonathan Morataya	Draft Notice of Motion of Preliminary Approval of Class Action and PAGA Settlement.
Garves v. San Francisco Fire Credit Union	3/5/2026	0.4	Jonathan Morataya	Create a Settlement Breakdown of the Settlement Agreement.
Garves v. San Francisco Fire Credit Union	3/6/2026	1.4	Jonathan Morataya	Continue drafting MM Declaration in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement
Garves v. San Francisco Fire Credit Union	3/9/2026	0.9	Jonathan Morataya	Review/Revise Motion for Preliminary Approval and supporting documents.
Garves v. San Francisco Fire Credit Union	3/9/2026	1.9	Jonathan Morataya	Draft MP&A
Garves v. San Francisco Fire Credit Union	3/10/2026	0.1	Jonathan Morataya	Email Third Party Admin for their Declaration in support of the Motion for Preliminary Approval.
Garves v. San Francisco Fire Credit Union	3/11/2026	0.1	Jonathan Morataya	Respond to Third-party Admin re: Declaration for PA
Garves v. San Francisco Fire Credit Union	4/8/2026	0.7	Jonathan Morataya	Draft Status Report and message MM

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Garves v. San Francisco Fire Credit Union	4/13/2026	0.2	Jonathan Morataya	Research regarding how to obtain hearing dates and message MM.
Garves v. San Francisco Fire Credit Union	4/13/2026	0.1	Marta Manus	Confer with JM re: process for reserving hearing date
Garves v. San Francisco Fire Credit Union	4/13/2026	0.7	Marta Manus	Draft motion for preliminary approval
Garves v. San Francisco Fire Credit Union	4/14/2026	0.1	Jonathan Morataya	Followed up with Plaintiff and scheduled a time re: his Declaration.
Garves v. San Francisco Fire Credit Union	4/14/2026	0.1	Jonathan Morataya	Contacted Plaintiff regarding his Declaration and left a voicemail.
Garves v. San Francisco Fire Credit Union	4/15/2026	0.5	Jonathan Morataya	Discussed with Plaintiff their Declaration in support of the Motion for Preliminary Approval and emailed it to Plaintiff for his review and signature.
Garves v. San Francisco Fire Credit Union	4/16/2026	3	Marta Manus	Draft motion for preliminary approval and supporting documents
Garves v. San Francisco Fire Credit Union	5/4/2026	0.3	Jonathan Morataya	Researched hearing reservation procedures and messaged MM about this.
Garves v. San Francisco Fire Credit Union	5/4/2026	0.2	Jonathan Morataya	Case and Calendar review and update Settlement Tracker with continued CMC date.
Garves v. San Francisco Fire Credit Union	5/4/2026	0.1	Marta Manus	Email OC re: MPA documents for review
Garves v. San Francisco Fire Credit Union	5/4/2026	2.5	Marta Manus	Draft motion for preliminary approval and supporting documents
Garves v. San Francisco Fire Credit Union	5/11/2026	0.1	Jonathan Morataya	Message to MM re: Status Conference deadline.
Garves v. San Francisco Fire Credit Union	5/11/2026	0.6	Jonathan Morataya	Draft Stip and Proposed Order and message MM about this.
Garves v. San Francisco Fire Credit Union	5/11/2026	0.1	Marta Manus	Email OC re: stipulation to continue CMC
Garves v. San Francisco Fire Credit Union	5/11/2026	0.3	Marta Manus	Draft stipulation to continue CMC
Garves v. San Francisco Fire Credit Union	5/11/2026	0.1	Marta Manus	Confer with JM re: continuance of CMC
Garves v. San Francisco Fire Credit Union	5/13/2026	0.3	Marta Manus	Confer with LM re: preliminary approval motion
Garves v. San Francisco Fire Credit Union	5/13/2026	0.3	Marta Manus	Draft stipulation to continue CMC and email OC
Garves v. San Francisco Fire Credit Union	5/13/2026	3	Marta Manus	Finalize preliminary approval motion for filing
Garves v. San Francisco Fire Credit Union	5/15/2026	0.1	Jonathan Morataya	Update Settlement Tracker to reflect hearings, and current case step.
Garves v. San Francisco Fire Credit Union	6/1/2026	0.1	Jonathan Morataya	create calendar entry re: retrieving tentative ruling for PA hearing.
Garves v. San Francisco Fire Credit Union	6/3/2026	0.5	Jonathan Morataya	Draft CMS and message MM about this.
Garves v. San Francisco Fire Credit Union	6/3/2026	0.5	Marta Manus	Draft joint CMC statement and email OC
Garves v. San Francisco Fire Credit Union	6/8/2026	0.2	Marta Manus	Email OC re: joint CMS and confer with LM
Garves v. San Francisco Fire Credit Union	6/10/2026	0.3	Marta Manus	Review tentative ruling and email OC
Garves v. San Francisco Fire Credit Union	6/11/2026	0.1	Marta Manus	Email OC re: revised settlement documents
Garves v. San Francisco Fire Credit Union	6/11/2026	1.5	Marta Manus	Draft revised class notice
Garves v. San Francisco Fire Credit Union	6/12/2026	0.1	Marta Manus	Calendar meeting with settlement team re: case deadlines
Garves v. San Francisco Fire Credit Union	6/12/2026	0.1	Marta Manus	Confer with LM re: CMC
Garves v. San Francisco Fire Credit Union	6/15/2026	0.2	Jonathan Morataya	Review continued hearing on Mtn for Preliminary Approval and update Settlement Tracker to reflect current step in the case and new deadline.
Garves v. San Francisco Fire Credit Union	6/15/2026	0.1	Jonathan Morataya	Added Calendar Entry to retrieve Tentative Ruling for continued PA hearing.
Garves v. San Francisco Fire Credit Union	6/16/2026	0.1	Jonathan Morataya	Reviewed case to identify pending tasks and potential work assignments; communicated findings to Paralegal Manager for workload allocation and case support.
Garves v. San Francisco Fire Credit Union	6/16/2026	0.1	Marta Manus	Confer with LM re: supplemental PA documents
Garves v. San Francisco Fire Credit Union	6/17/2026	0.2	Marta Manus	Email OC re: revised settlement documents
Garves v. San Francisco Fire Credit Union	6/18/2026	0.1	Jose Lopez	Case review meeting with settlements team re upcoming deadlines and hearings
Garves v. San Francisco Fire Credit Union	6/21/2026	0.7	Marta Manus	Draft supplemental declaration ISO preliminary approval
Garves v. San Francisco Fire Credit Union	6/22/2026	0.5	Marta Manus	Finalize supplemental PA filing and confer with LM
Garves v. San Francisco Fire Credit Union	6/23/2026	0.1	Marta Manus	Email court clerk re: final approval hearing date
Garves v. San Francisco Fire Credit Union	6/24/2026	0.1	Marta Manus	Confer with LM re: calendaring FA hearing date & deadlines
Garves v. San Francisco Fire Credit Union	6/25/2026	0.5	Enoch Kim	Review tentative ruling re MPA; exchange correspondence with court re same; confer with team re same.
Garves v. San Francisco Fire Credit Union	6/25/2026	0.1	Jonathan Morataya	Review Court's Minute Order re: granting PA Motion.
Garves v. San Francisco Fire Credit Union	6/25/2026	0.2	Marta Manus	Review order and email Apex re: settlement documents
Garves v. San Francisco Fire Credit Union	6/26/2026	0.3	Jonathan Morataya	Review PA Order and update Settlement Tracker with correct step and FA hearing.
Garves v. San Francisco Fire Credit Union	6/26/2026	0.1	Marta Manus	Email correspondence with Apex
Garves v. San Francisco Fire Credit Union	7/2/2026	0.2	Marta Manus	Review timeline and email administrator
Garves v. San Francisco Fire Credit Union	7/7/2026	0.1	Jonathan Morataya	Review Admin timeline
Garves v. San Francisco Fire Credit Union	7/7/2026	0.1	Marta Manus	Review correspondence from Apex re: class data
Garves v. San Francisco Fire Credit Union	7/9/2026	0.1	Marta Manus	Email correspondence with Apex re: data
Garves v. San Francisco Fire Credit Union	7/23/2026	0.5	Enoch Kim	Review correspondence from administrator and counsel re settlement; confer with MM re settlement.
Garves v. San Francisco Fire Credit Union	7/24/2026	0.1	Marta Manus	Email Apex re: calculations
Garves v. San Francisco Fire Credit Union	8/4/2026	0.1	Jonathan Morataya	Reviewed case file to identify potential assignments, verified the case was in the appropriate litigation stage, and reported case status and findings to JL.
Garves v. San Francisco Fire Credit Union	8/20/2026	0.2	Jonathan Morataya	Provided Class Members with the Admin info and updated them on the case.
Garves v. San Francisco Fire Credit Union	8/27/2026	1	Jonathan Morataya	Draft MM's Declaration in Support of Final Approval.
Garves v. San Francisco Fire Credit Union	8/27/2026	0.7	Jonathan Morataya	Review procedural history of the case.
Garves v. San Francisco Fire Credit Union	8/27/2026	0.1	Jonathan Morataya	Draft Notice of Motion.
Garves v. San Francisco Fire Credit Union	8/27/2026	0.4	Jonathan Morataya	Draft Proposed Order and Judgement granting Final Approval
Garves v. San Francisco Fire Credit Union	8/27/2026	0.3	Jonathan Morataya	Review court's litigation procedures and find template for drafting the FA Motion.
Garves v. San Francisco Fire Credit Union	8/27/2026	0.1	Jonathan Morataya	Message LM re: Costs of the case and assign a task on Treo.
Garves v. San Francisco Fire Credit Union	8/27/2026	0.1	Marta Manus	Review email from Apex
Garves v. San Francisco Fire Credit Union	8/31/2026	0.1	Jonathan Morataya	Message MM re: upcoming filing deadlines.
Garves v. San Francisco Fire Credit Union	9/2/2026	0.1	Jonathan Morataya	Message with LM re: Final Approval Costs
Garves v. San Francisco Fire Credit Union	9/4/2026	0.2	Jonathan Morataya	Review Admin timeline, message MM re: Admin Declaration, and email the Admin for their Declaration ISO of FA.
Garves v. San Francisco Fire Credit Union	9/4/2026	0.1	Marta Manus	Confer with JM re: FA motion filing deadlines and admin declaration
Garves v. San Francisco Fire Credit Union	9/14/2026	0.2	Jonathan Morataya	Revise FA documents to include Admin Declaration information.
Garves v. San Francisco Fire Credit Union	9/15/2026	0.1	Jonathan Morataya	Message to JF re: Atty fees.
Garves v. San Francisco Fire Credit Union	9/15/2026	1.7	Jonathan Morataya	Review/Revised FA Motion and supporting documents, as well as add Admin's information to the motion.
Garves v. San Francisco Fire Credit Union	9/15/2026	0.3	Marta Manus	Review administrator's declaration re: FA and email Apex
Garves v. San Francisco Fire Credit Union	9/15/2026	0.2	Marta Manus	Confer with JM re: FA motion
Garves v. San Francisco Fire Credit Union	9/15/2026	1	Marta Manus	Draft FA motion
Garves v. San Francisco Fire Credit Union	9/16/2026	2	Marta Manus	Draft FA motion and supporting documents
Garves v. San Francisco Fire Credit Union	9/17/2026	0.9	Jonathan Morataya	Update TOC and TOA and ensure MM Decl align with PA Motion.
Garves v. San Francisco Fire Credit Union	9/17/2026	0.1	Marta Manus	Email OC re: FA motion
Garves v. San Francisco Fire Credit Union	9/17/2026	1.5	Marta Manus	Draft MFA and supporting documents
Garves v. San Francisco Fire Credit Union	9/17/2026	0.2	Marta Manus	Confer with JM re: MFA
Garves v. San Francisco Fire Credit Union	9/18/2026	0.2	Marta Manus	Confer with DK re: time records
Garves v. San Francisco Fire Credit Union	9/22/2026	1.5	Marta Manus	Confer with LM and DK re: final approval documents

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Garves v. San Francisco Fire Credit Union	9/23/26	2.0	Marta Manus	finalized motion for final approval

EXHIBIT 2

Garves v. San Francisco Fire Credit Union

Litigation Costs

Service Date	Details	Provider	Amount
3/18/2024	LWDA Letter	LWDA	\$75.00
3/19/2024	Summons and Complaint	Proceed	\$1,489.38
3/21/2024	Service of Process - San Francisco Fire Credit Union	Proceed	\$87.55
5/8/2024	Proof of Service of Process	Proceed	\$11.33
5/9/2024	Application for Approval of Complex lit Designation	Proceed	\$73.13
5/14/2024	[Proposed] Order	Proceed	\$11.33
6/2/2024	Amended Complaint	Proceed	\$11.33
7/26/2024	Joint Stipulation for Leave to File First Amended Complaint, [Proposed] Order	Proceed	\$35.54
8/14/2024	Amended Complaint	Proceed	\$15.24
8/23/2024	Notice of Association of Attorney	Proceed	\$15.24
8/29/2024	E-service Case Management Statement	Proceed	\$4.12
8/29/2024	Case Management Statement	Proceed	\$15.24
9/6/2024	Jury Deposit for Advanced Fees	Proceed	\$169.74
9/24/2024	Notice of Change of Address	Proceed	\$15.24
12/2/2024	Case Management Statement	Proceed	\$15.24
12/24/2024	Mediation	Lonnie Giamela (Mediator)	\$5,000.00
1/2/2025	Notice of Unavailability	Proceed	\$15.24
1/8/2025	Expert Mediation Analysis	Berger Consulting Group	\$5,590.00
4/4/2025	Association of Attorney	Proceed	\$15.24
4/4/2025	Case Management Statement	Proceed	\$15.24
5/1/2025	Association of Attorney	Proceed	\$15.24
7/9/2025	Case Management Statement	Proceed	\$15.32
10/10/2025	Case Management Statement with Courtesy Copy	Proceed	\$77.42
12/19/2025	Notice of Association of Attorney	Proceed	\$62.10
12/30/2025	Notice of Association of Attorney	Proceed	\$15.32
1/16/2026	Case Management Statement	Proceed	\$15.32
1/16/2026	Joint Case Management Statement and Courtesy Copy	Proceed	\$124.20
2/10/2026	Notice of Association of Attorney	Proceed	\$15.32
3/18/2026	Notice of Change of Address	Proceed	\$15.32
4/17/2026	Joint Status Report	Proceed	\$98.12
5/14/2026	Motion for Preliminary Approval of Settlement	Proceed	\$305.12
5/15/2026	Joint Stipulation to Continue Case Management Conference	Proceed	\$263.72
6/11/2026	Case Management Statement	Proceed	\$15.32
6/26/2026	Supplemental Dec of MM In Support of Motion for Preliminary Approval	Proceed	\$15.32
FUTURE	Motion for Final Approval of Settlement	Proceed	\$305.12
FUTURE	Decl of Class Admin re Final Distribution	Proceed	\$15.32
FUTURE	Notice of Entry of Judgment	Proceed	\$15.32

Total **\$14,069.29**

EXHIBIT 3

1
2
3 **SUPERIOR COURT OF CALIFORNIA**

4 **COUNTY OF SAN FRANCISCO**

5 **DEPARTMENT 304**

6
7 PAUL GARVES, on behalf of himself and all
8 others similarly situated, and the general
9 public,

10 Plaintiff,

11 v.

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

15 Defendants.
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CASE NO. CGC-24-613197

**DECLARATION OF MADELY NAVAON
BEHALF OF APEX CLASS ACTION, LLC, IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

1 I, Madely Nava, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to
5 serve as the Settlement Administrator for the above captioned *Paul Garves v. San Francisco Fire Credit*
6 *Union* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am
7 personally acquainted with the information contained herein, and in the event of being summoned to
8 provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a
10 combined 150 years and has successfully managed numerous class action cases during that time. Our team
11 comprises experienced professionals with extensive knowledge of class action settlement administration.
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the
16 Court to provide notification services and claims administration, pursuant to the terms of the Settlement,
17 in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled
18 following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court*
19 *Approved Notice of Class Action Settlement and hearing date for Final Court Approval*, in English and
20 Spanish (referred to as “Class Notice”); (b) receiving and processing Requests for Exclusion; (c)
21 resolving disputes among Settlement Class Members regarding the number of workweeks recorded by
22 Defendants during the Class Period, as stated on their individualized Class Notice; (d) calculating
23 individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling
24 tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns
25 and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the
26 terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or
27 as ordered by the Court for Apex to perform.

28 4.

1 **CLASS DATA AND NOTICE PROCESS**

2 5. On June 25, 2026, Counsel for the Plaintiff provided Apex with the Court-approved content for
3 the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval
4 from the Parties' Counsel prior to mailing.

5 6. On June 9, 2026, Defendant's Counsel provided Apex with Class Data for 238 individuals,
6 including names, Social Security numbers, last known mailing addresses, and dates worked during the
7 Class and PAGA Periods. After identifying discrepancies, Apex requested clarification from Defendant,
8 who provided revised data on July 17, 2026. Apex reviewed and cleansed the revised data, resulting in
9 a final Class List of 169 individuals.

10 7. In preparation for the mailing process, all 169 names and addresses listed in the Class List
11 underwent verification and updating against the National Change of Address (NCOA) database
12 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
13 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
14 Notice. The NCOA database contains records of address changes requested and submitted to the USPS.
15 If an updated address was found in the NCOA database, it was utilized for the mailing of the Class
16 Notice. However, in cases where no updated address was found in the NCOA database, the original
17 address provided by Counsel for Defendants was used for the mailing of the Class Notice.

18 8. On July 24, 2026, the Class Notice was sent to all 169 individuals listed in the Class List via U.S
19 First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

20 **UNDELIVERABLE NOTICES, REMAILED NOTICES AND SKIP TRACING**

21 9. As of the date of this declaration, our office has received nine (9) returned Class Notices as
22 undeliverable. Apex conducted a computerized skip trace on the nine (9) returned Class Notices in an
23 attempt to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip trace effort
24 resulted in obtaining nine (9) updated addresses, to which we promptly re-mailed the Class Notices via
25 U.S First Class Mail.

26 10. As of the date of this declaration, no Class Notices have been considered undeliverable.
27
28

1 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

2 11. The Response Deadline was September 8, 2026. An extended Response Deadline for Class
3 Members who received a remailed notice was September 23, 2026.

4 12. As of the date of this declaration, Apex has received one (1) Request for Exclusion submitted by
5 Christopher Urrutia. The deadline for submitting a request for exclusion from the Settlement was
6 September 8, 2026.

7 13. As of the date of this declaration, Apex has not received any objections to the Settlement. The
8 deadline for submitting a written objection to the Settlement was September 8, 2026.

9 14. As of the date of this declaration, Apex has not received any disputes from Class Members. The
10 deadline for submitting a dispute was September 8, 2026.

11 15. As of the date of this declaration, Apex will report 168 Participating Class Members, constituting
12 99.41% of the Settlement Class.

13 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

14 16. The total number of workweeks worked by Participating Class Members during the Class Period
15 is 23,495. The Net Settlement Amount available to Participating Class Members is estimated to be
16 \$368,314.04 and was calculated by subtracting the requested Class Counsel Fees Payment
17 (\$216,666.67), the amount requested for Class Counsel Litigation Expenses Payment (\$14,069.29), the
18 requested Class Representative Service Payment (\$5,000.00), the requested Settlement Administration
19 Expenses Payment (\$5,950.00), and the PAGA Penalties (\$40,000.00) from the Gross Settlement
20 Amount (\$650,000.00).

21 17. The *highest* Individual Settlement Payment to a Participating Class Member is currently
22 estimated to be approximately \$4,075.83, the *average* Individual Settlement Payment is currently
23 estimated to be approximately \$2,192.35, and the *lowest* Individual Settlement Payment is currently
24 estimated to be approximately \$15.68. These amounts are subject to employee-side tax and withholdings.

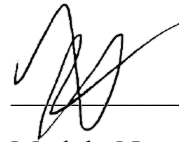
25 18. Pursuant to the Agreement, 25% of the PAGA Payment (\$10,000.00) will be allocated to
26 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees
27 cannot opt out of the PAGA settlement. There are 91 Aggrieved Employees who worked a total of 3,213
28 PAGA Pay Periods during the PAGA Period.

1 19. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately \$130.72,
2 the *average* Individual PAGA Payment is approximately \$109.89, and the *lowest* Individual PAGA
3 Payment is approximately \$6.22.

4 **ADMINISTRATION COSTS**

5 20. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred
6 and anticipated expenses, amount to \$5,950.00. Apex will proceed with additional tasks related to this
7 matter, such as calculating settlement award payments, issuing and mailing settlement award checks,
8 handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed
9 upon by the Parties or ordered by the Court for Apex to undertake.

10 I declare under penalty of perjury under the laws of the State of California and the United States
11 that the foregoing is true and correct, and that this Declaration was executed this 23rd day of September
12 2026, in Irvine, California.

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EXHIBIT A

Paul Garves v San Francisco Fire Credit Union
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode»

Apex ID: «Apex_ID» «Tray_PC»

«Full_Name»

«Address_1»

«City», «State» «Zip»

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

Paul Garves v. San Francisco Fire Credit Union
Superior Court of California, County of San Francisco, Case No. CGC-24-613197

The Superior Court of California, County of San Francisco, authorized this Notice. Read it carefully! It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from the settlement of an employee class action lawsuit (“Action”) against San Francisco Fire Credit Union (“SF Fire Credit Union”) for alleged wage and hour violations (“Settlement”). The Action was filed by former SF Fire Credit Union employee Paul Garves (“Plaintiff”) and seeks payment of (1) unpaid wages and other relief for a class of non-exempt employees of SF Fire Credit Union who worked in California during the Class Period, which is March 18, 2020 to March 8, 2025 (“Class Members”); and (2) penalties under the California Private Attorneys General Act (“PAGA”) for non-exempt employees of SF Fire Credit Union who worked in California during the PAGA Period, which is August 5, 2023 to March 8, 2025 (“PAGA Members”).

In a wage and hour class action, a current or former employee may pursue wage and hour claims against their employer on behalf of themselves and a class of similarly situated employees. PAGA permits a current or former employee to seek civil penalties for violations of the California Labor Code on behalf of themselves and other aggrieved employees.

If you worked for SF Fire Credit Union during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** Receive Payment. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against SF Fire Credit Union.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against SF Fire Credit Union, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

SF Fire Credit Union will not retaliate against you for any actions you take with respect to the proposed Settlement.

The proposed Settlement has two main parts: (1) a Class Settlement requiring SF Fire Credit Union to fund Individual Class Payments, and (2) a PAGA Settlement requiring SF Fire Credit Union to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on SF Fire Credit Union’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$«Est_Class_PMT» (less withholding) and your Individual PAGA Payment is estimated to be \$«Est_PAGA_PMT»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to SF Fire Credit Union’s records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work for SF Fire Credit Union in California during the PAGA Period.)

The above estimates are based on SF Fire Credit Union’s records showing that **you worked «Class_Workweeks» workweeks** during the Class Period and **you worked «PAGA_Pay_Periods» pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether or not you act. Read this Notice carefully. You will be deemed to have carefully read and understood it. 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that

requires SF Fire Credit Union to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against SF Fire Credit Union.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the claims against SF Fire Credit Union that are covered by this Settlement. See Section 3 of this Notice.
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <u>September 8, 2026</u>	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. SF Fire Credit Union must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue claims that are covered by this Settlement. See Section 3 of this Notice.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by <u>September 8, 2026</u>	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <u>October 20, 2026</u>, Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <u>October 20, 2026</u> . You do not 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, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by <u>September 8, 2026</u>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks and Pay Periods you worked for SF Fire Credit Union in California during the Class Period and PAGA Period, respectively. The number of Workweeks and Pay Periods you worked according to SF Fire Credit Union’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>September 8, 2026</u> . See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former SF Fire Credit Union employee. The Action accuses SF Fire Credit Union of violating California labor laws by failing to provide meal periods, rest periods, pay overtime wages, minimum wages, vacation pay wages, sick pay wages, and reimbursable expenses, and failing to provide accurate itemized wage statements. Plaintiff also alleges claims for unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under PAGA. Plaintiff is represented by the attorneys of D.Law, Inc. in the class action.

SF Fire Credit Union strongly denies all allegations, including alleged violations of California labor laws, and maintains it has always adequately and appropriately compensated employees for all hours worked and provided breaks in accordance with California requirements. This resolution does not mean any court has determined the allegations have merit, but represents the Parties agreement to resolving instead of litigating.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether SF Fire Credit Union or Plaintiff is correct on the merits.

In the meantime, Plaintiff and SF Fire Credit Union hired an experienced mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and SF Fire Credit Union have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, SF Fire Credit Union does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine whether Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. SF Fire Credit Union Will Pay \$650,000 as the Gross Settlement Amount (Gross Settlement). SF Fire Credit Union has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, SF Fire Credit Union will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to

approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- a. Up to \$216,666.67 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and reimbursement of actual and reasonable litigation costs and expenses incurred to prosecute the Action. Class Counsel's litigation costs are currently estimated not to exceed \$25,000.00, subject to Court approval. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- b. Up to \$5,000.00 to the Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- c. Up to \$8,000.00 to the Administrator for services administering the Settlement.
- d. Up to \$40,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and SF Fire Credit Union are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. SF Fire Credit Union will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties under the Settlement rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and SF Fire Credit Union have 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 proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Controller's Unclaimed Property Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than September 8, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion via fax, email, or mail by September 8, 2026, the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue the Released Class Claims against SF Fire Credit Union.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert the Released PAGA Claims against SF Fire Credit Union.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and SF Fire Credit Union have agreed that, in either case, the Settlement will be void: SF Fire Credit Union will not pay any money and Class Members will not release any claims against SF Fire Credit Union.
8. Administrator. The Court has appointed a neutral company, Apex Class Action, LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and/or Pay Periods, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and SF Fire Credit Union has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against SF Fire Credit Union or related entities for the Released Class Claims.

"Released Parties" means SF Fire Credit Union and its present and former parent companies, subsidiaries, divisions, related entities, or affiliated companies, and their officers, directors, employees, agents, attorneys, insurers, re-insurers, successors and assigns, whether in their individual or official capacities.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, released the Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, but are not limited to Labor Code §§, 201, 203, 204, 223, 226, 226.7, 227.3, 246, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 et seq. and the related IWC Wage Orders (Cal. Code of Regs., tit. 8, §§ 11010, 11050, 11070, 11170) and derivative claims under Business & Professions Code §§ 17200, et seq., and include claims based on alleged violations of these Labor Code and Wage Order provisions and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: 1) Failure to Provide Meal Periods pursuant to Labor Code § 204, 223, 226.7, 512 and 1198; 2) Failure to Provide Rest Breaks pursuant to Labor Code § 204, 223, 226.7 and 1198; 3) Failure to Pay Hourly and Overtime Wages pursuant to Labor Code § 223, 510, 1194, 1194.2, 1197, 1197.1, and 1198; 5) Failure to Pay Proper Vacation Wages pursuant to Labor Code § 227.3; 6) Failure to Comply with Itemized Wage Statement Requirements pursuant to Labor Code § 226; 7) Failure to Reimburse Business Expenses pursuant to Labor Code § 2802; 7) California Labor Code Private Attorney General Act pursuant to Labor Code § 2698; and 8) Unfair Business Practices pursuant to California Business and Professions Code § 17200, et seq. and interest, fees, and costs. (“Released Class Claims”). Except as set forth in Section 5.3 of the Settlement Agreement, 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.

10. **PAGA Members’ Release.** After the Court’s judgment is final and SF Fire Credit Union has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting the Released PAGA Claims against SF Fire Credit Union, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other lawsuit against SF Fire Credit Union or its related entities for the Released PAGA Claims.

The PAGA Members will be bound by the following release:

All PAGA Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and PAGA Notice (“Released PAGA Claims”).

4. 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, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. **Individual PAGA Payments.** The Administrator will calculate Individual PAGA Payments by (a) dividing \$10,000.00 by the total number of Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of Pay Periods worked by each individual PAGA Member.
3. **Workweek/Pay Period Challenges.** The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in SF Fire Credit Union’s records, are stated in the first page of this Notice. You have until September 8, 2026, to challenge the number of Workweeks and/or 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 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept SF Fire Credit Union’s calculation of Workweeks and/or Pay Periods based on SF Fire Credit Union’s records as accurate unless you send copies of records containing 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 Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and SF Fire Credit Union’s Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision. The Administrator shall also notify each challenging Class Member of its determination within 7 days of receiving the challenge.

5. HOW WILL I GET PAID?

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, email address or telephone number, and a simple statement that you do not want to participate in the Settlement. You may send your written and signed Request for Exclusion via fax, email, or mail to the Administrator by September 8, 2026, the Response Deadline. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Paul Garves v. San Francisco Fire Credit Union*, and include your

identifying information (full name, address, 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 September 8, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and SF Fire Credit Union are asking the Court to approve. At least sixteen (16) court days before the October 20, 2026, Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys’ fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator’s Website www.apexclassaction.com/sanfranciscofirecreditunion or the Court’s website <https://sf.courts.ca.gov/online-services/case-information>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff is too high or too low. Objections may be sent to the Administrator via fax, email, or mail by September 8, 2026, the Response Deadline. 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 *Paul Garves v. San Francisco Fire Credit Union* and include your name, current address, telephone number, and approximate dates of employment for SF Fire Credit Union and sign the objection. Section 9 of this Notice has the Administrator’s contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer 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 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on October 20, 2026, at 10:00 a.m. in Department 304 of the Superior Court of California County of San Francisco, located at 400 McAllister St., San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or remotely. If you wish to attend the hearing remotely, then you would need to contact the clerk of Department 304 by calling (415) 551-3729 in order to get instructions and access to the remote hearing. Check the Court’s website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website www.apexclassaction.com/sanfranciscofirecreditunion beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.



9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything SF Fire Credit Union and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator’s website at www.apexclassaction.com/sanfranciscofirecreditunion. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://sf.courts.ca.gov/online-services/case-information>, clicking on the “Access Now” button under Civil Case Query, and entering the Case Number for the Action, Case No. CGC-24-613197. You can also make an appointment to personally review court documents in the Clerk’s Office at the Civic Center Courthouse by calling (415) 551-3802.

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

Class Counsel: David Keledjian d.keledjian@d.law Norayr Zakaryan n.zakaryan@d.law Enoch J. Kim e.kim@d.law Marta Manus m.manus@d.law D.Law, Inc. 250 N Madison Ave, 2 nd Floor Pasadena, CA 91101-1639 Telephone: (818) 962-6465 Fax Number: (818) 962-6469	Settlement Administrator: Name of Company: Apex Class Action, LLC Email Address: support@apexclassaction.com Mailing Address: PO Box 54668, Irvine, CA 92619 Telephone: 1-800-355-0700 Fax Number: (949) 989-4428
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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. 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.

AVISO DE ACUERDO DE DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL Y FECHA DE AUDIENCIA PARA LA APROBACIÓN FINAL

Paul Garves v. San Francisco Fire Credit Union
Tribunal Superior de California, Condado de San Francisco, Caso No. CGC-24-613197

El Tribunal Superior de California, Condado de San Francisco, autorizó este Aviso. ¡Léalo con atención! No se trata de correo basura, spam, publicidad ni solicitud de un abogado. No le están demandando.

Es posible que usted sea elegible para recibir dinero del acuerdo de una demanda colectiva de empleados (“Demanda”) contra San Francisco Fire Credit Union (“SF Fire Credit Union”) por presuntas violaciones de salarios y horas de trabajo (“Acuerdo”). La Demanda fue presentada por el explegado de SF Fire Credit Union, Paul Garves (“Demandante”), y busca el pago de (1) salarios impagos y otras compensaciones para una clase de empleados no exentos de SF Fire Credit Union que trabajaron en California durante el Período de Clase, que es del 18 de marzo de 2020 al 8 de marzo de 2025 (“Miembros de la Clase”); y (2) sanciones bajo la Ley General de Abogados Privados (“PAGA”) para los empleados no exentos de SF Fire Credit Union que trabajaron en California durante el Período de PAGA, que es del 5 de agosto de 2023 al 8 de marzo de 2025 (“Miembros de PAGA”).

En una demanda colectiva por salarios y horas extras, un empleado actual o anterior puede presentar reclamaciones salariales contra su empleador, tanto en nombre propio como en nombre de una clase de empleados en situación similar. PAGA permite que un empleado actual o explegado solicite sanciones civiles por violaciones del Código Laboral de California, tanto en nombre propio como en nombre de otros empleados afectados.

Si trabajó para SF Fire Credit Union durante el Período de Clase y/o el Período de PAGA, tiene dos opciones básicas según el Acuerdo:

- (1) **No haga nada.** Recibir un pago. No es necesario que usted haga nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de Clase y/o uno de PAGA. Sin embargo, como Miembro de Clase Participante, renunciará a su derecho a presentar reclamaciones salariales correspondientes al Período de Clase y sanciones correspondientes al Período de PAGA contra SF Fire Credit Union.
- (2) **Exclusión del Acuerdo Colectivo.** Puede excluirse del Acuerdo Colectivo (optar por no participar) presentando la Solicitud de Exclusión o notificándoselo por escrito al Administrador. Si decide no participar en el Acuerdo, no recibirá un Pago Individual de Clase. Sin embargo, usted conservará su derecho a presentar personalmente reclamaciones salariales del Período de Clase contra SF Fire Credit Union y, si usted es un Empleado Afectado, seguirá siendo elegible para un Pago Individual de PAGA. No se puede optar por no participar en la parte de PAGA del Acuerdo.

SF Fire Credit Union no tomará represalias contra usted por ninguna acción que emprenda con respecto al Acuerdo propuesto.

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo Colectivo que exige a SF Fire Credit Union financiar los Pagos Individuales de Clase y (2) un Acuerdo de PAGA que exige a SF Fire Credit Union financiar los Pagos Individuales de PAGA y las sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”).

Según los registros de SF Fire Credit Union y las suposiciones actuales de las Partes, **se estima que su Pago Individual de Clase será \$«Est_Class_PMT» (menos retención) y se estima que su Pago Individual de PAGA será \$«Est_PAGA_PMT»**. Es probable que la cantidad real que reciba varíe y dependa de varios factores. (Si no se indica ninguna cantidad para su Pago Individual de PAGA, según los registros de SF Fire Credit Union, usted no tiene derecho a dicho pago en virtud del Acuerdo, ya que no trabajó para SF Fire Credit Union en California durante el Período de PAGA).

Las estimaciones anteriores se basan en los registros de SF Fire Credit Union que muestran que **usted trabajó «Class_Workweeks» semanas laborales** durante el Período de Clase y **«PAGA_Pay_Periods» periodos de pago** durante el Período de PAGA. Si considera que trabajó más semanas laborales o periodos de pago de los previstos en cualquiera de los dos periodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto así como este Aviso. El Tribunal aún no ha decidido si concede la aprobación definitiva. Sus derechos legales se verán afectados tanto si actúa como si no. Lea este Aviso detenidamente. Se considerará que usted lo ha leído y comprendido detenidamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y qué parte del mismo se pagará al Demandante y a sus abogados (“Abogados de la Clase”). El Tribunal también decidirá si debe emitir una sentencia que obligue a SF Fire Credit Union a realizar pagos en virtud del Acuerdo y exija a los Miembros de la Clase y a los Miembros PAGA que renuncien a su derecho a presentar ciertas reclamaciones contra SF Fire Credit Union.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTE ACUERDO

No tiene que hacer nada para participar en el Acuerdo.	Si no hace nada, será un Miembro de Clase Participante, con derecho a un Pago Individual de Clase y a uno de PAGA (si corresponde). A cambio, usted renunciará a su derecho a presentar reclamaciones contra SF Fire Credit Union que estén cubiertas por este Acuerdo. Consulte la Sección 3 de este Aviso.
Puede optar por no participar en el Acuerdo Colectivo, pero no en el Acuerdo de PAGA. La fecha límite para excluirse es el 8 de septiembre de 2026.	Si no desea participar plenamente en el Acuerdo propuesto, puede no participar en el Acuerdo Colectivo enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, pasará a ser un Miembro de Clase No Participante y ya no podrá optar al pago individual de la misma. Estos Miembros no podrán oponerse a ninguna parte del Acuerdo propuesto. Consulte la Sección 6 de este Aviso. No se puede optar por no participar en la parte de PAGA del Acuerdo. SF Fire Credit Union debe realizar Pagos Individuales de PAGA a todos los Miembros PAGA, quienes deben renunciar a su derecho a

	presentar reclamaciones cubiertas por este Acuerdo. Consulte la Sección 3 de este Aviso.
Los Miembros de Clase Participantes pueden oponerse al Acuerdo Colectivo, pero no al Acuerdo de PAGA. Las objeciones por escrito deben presentarse antes del 8 de septiembre de 2026.	Todos los Miembros de la Clase que no opten por no participar (“Miembros de Clase Participantes”) pueden oponerse a cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre si finalmente aprobar el Acuerdo incluirá determinar cuánto se pagará a los Abogados de la Clase y al Demandante que interpuso la demanda en nombre de la Clase. Usted no es personalmente responsable de ningún pago, pero cada dólar pagado reduce el monto total pagado a los Miembros de Clase Participantes. Puede oponerse a las cantidades solicitadas si considera que son irrazonables. Consulte la Sección 7 de este Aviso.
Usted puede participar en la Audiencia de Aprobación Final del 20 de octubre de 2026.	La Audiencia de Aprobación Final está programada para el <u>20 de octubre de 2026</u> . No es necesario que asista, pero tiene derecho a comparecer (o a contratar a un abogado para que comparezca en su nombre, a su propio costo), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros de Clase Participantes podrán oponerse verbalmente al Acuerdo durante esta audiencia. Consulte la Sección 8 de este Aviso.
Puede impugnar el cálculo de sus Semanas laborales/Períodos de pago. Las impugnaciones por escrito deben presentarse antes del 8 de septiembre de 2026.	El importe de su Pago Individual de Clase y Pago de PAGA (si corresponde) depende de cuántas Semanas Laborales y Períodos de Pago haya trabajado para SF Fire Credit Union en California durante el Período de Clase y el Período de PAGA, respectivamente. El número que usted trabajó, según los registros de SF Fire Credit Union, se indica en la primera página de este Aviso. Si no está de acuerdo con alguna de estas cifras, debe impugnarla antes del <u>8 de septiembre de 2026</u> . Consulte la Sección 4 de este Aviso.

1. ¿DE QUÉ TRATA LA DEMANDA?

El Demandante es un empleado de SF Fire Credit Union. La Demanda acusa a SF Fire Credit Union de violar las leyes laborales de California al no proporcionar períodos de comida, períodos de descanso, pago de horas extra, salarios mínimos, salarios por vacaciones, salarios por enfermedad y gastos reembolsables, y al no proporcionar estados de cuenta salariales detallados y precisos. El Demandante también alega prácticas de competencia desleal. Basándose en las mismas alegaciones, el Demandante también ha presentado una reclamación para obtener sanciones civiles en virtud de PAGA. El Demandante está representado por los abogados de D.Law, Inc. en la demanda colectiva.

SF Fire Credit Union niega categóricamente todas las acusaciones, incluidas las presuntas violaciones de las leyes laborales de California, y sostiene que siempre ha compensado adecuadamente a sus empleados por todas las horas trabajadas y les ha proporcionado descansos de acuerdo con los requisitos de California. Esta resolución no significa que ningún tribunal haya determinado que las alegaciones tienen fundamento, sino que refleja la conciliación de las Partes para resolver la cuestión por vía extrajudicial en lugar de recurrir a los tribunales.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HAYA RESUELTO?

Hasta el momento, el Tribunal no ha determinado si SF Fire Credit Union o el Demandante tiene razón en el fondo del asunto.

Mientras tanto, el Demandante y SF Fire Credit Union contrataron a un mediador experimentado para resolver el litigio mediante la negociación de un acuerdo que pusiera fin al caso, en lugar de continuar con el costoso y prolongado proceso judicial. Las negociaciones fueron un éxito, al firmar un extenso acuerdo de conciliación por escrito (“Acuerdo”) y acordar solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Acuerdo, el Demandante y SF Fire Credit Union han negociado una propuesta de conciliación que está sujeta a la aprobación final del Tribunal. Ambas partes coinciden en que el Acuerdo propuesto es una solución de compromiso para las reclamaciones en disputa. Al aceptar llegar a un acuerdo, SF Fire Credit Union no admite ninguna infracción ni reconoce la validez de ninguna reclamación.

El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar si se otorga la aprobación final.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

1. SF Fire Credit Union pagará \$650,000 como el Monto Bruto del Acuerdo (Acuerdo Bruto). SF Fire Credit Union ha acordado depositar este monto en una cuenta controlada por el Administrador del Acuerdo. El administrador utilizará este monto para efectuar los Pagos Individuales de Clase, los Pagos Individuales de PAGA, el Pago por Servicios del Representante de la Clase, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la LWDA. Si el Tribunal otorga la aprobación final, SF Fire Credit Union financiará el Acuerdo Bruto en un plazo no superior a 30 días a partir de la fecha en que la Sentencia dictada por el Tribunal sea firme. La Sentencia será definitiva en la fecha en que el Tribunal la dicte o en una fecha posterior si los Miembros de Clase Participantes se oponen al Acuerdo propuesto o si se apela la Sentencia.
2. Deducciones aprobadas sobre el Acuerdo Bruto. En la Audiencia de Aprobación Final, el Demandante y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos montos serán decididos por el Tribunal en dicha audiencia:
 - a. Hasta \$216,666.67 (un tercio del Acuerdo Bruto) para los Abogados de la Clase en concepto de honorarios y reembolso de los costos y gastos reales y razonables del litigio incurridos para llevar adelante la Demanda. Los costos de litigio se estiman actualmente que no exceden los \$25,000.00, sujeto a aprobación del Tribunal. Hasta el momento, han incurrido y trabajado en gastos de la Demanda sin percibir remuneración alguna.
 - b. Hasta \$5,000.00 para el Demandante, como Pago por Servicio de Representante de la Clase, por presentar la Demanda, trabajar con los Abogados de la Clase y representar a la Clase. Este será el único pago que el Demandante recibirá, aparte del Pago Individual de Clase y de cualquier Pago Individual de PAGA.

- c. Hasta \$8,000.00 para el Administrador por los servicios de administración del Acuerdo.
- d. Hasta \$40,000.00 para Sanciones PAGA, asignados en un 75% al pago PAGA de LWDA y en un 25% a Pagos Individuales de PAGA a los Miembros PAGA en función de sus Períodos de Pago.

Los Miembros de Clase Participantes tienen derecho a oponerse a cualquiera de estas deducciones. El Tribunal tendrá en cuenta todas las objeciones.

- 3. Acuerdo Neto distribuido entre los Miembros de la Clase. Tras realizar las deducciones mencionadas anteriormente sobre las cantidades aprobadas por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto (el “Acuerdo Neto”) mediante pagos individuales a los Miembros de Clase Participantes, en función de sus Semanas laborales.
- 4. Impuestos adeudados sobre los pagos. El Demandante y SF Fire Credit Union solicitan al Tribunal que apruebe una asignación del 20% de cada Pago Individual de Clase a salarios impositivos (“Parte Salarial”) y el 80% a intereses y sanciones (“Parte No Salarial”). La Parte Salarial está sujeta a retenciones y se declarará en los formularios W-2 del IRS. SF Fire Credit Union pagará por separado los impuestos sobre la nómina del empleador que le correspondan sobre esta parte. Los Pagos Individuales de PAGA se consideran sanciones en virtud del acuerdo, en lugar de salarios, a efectos fiscales. El Administrador informará sobre los Pagos Individuales de PAGA y las Partes No Salariales de los Pagos Individuales de Clase en los formularios 1099 del IRS.

Aunque el Demandante y SF Fire Credit Union han acordado estas asignaciones, ninguna de las partes le está dando ningún consejo sobre si sus pagos son gravables ni cuánto podría deber en impuestos. Usted es responsable del pago de todos los impuestos (incluidas las sanciones y los intereses por impuestos atrasados) sobre cualquier pago recibido en virtud del Acuerdo propuesto. Si tiene alguna pregunta sobre las consecuencias fiscales del Acuerdo propuesto, debe consultar con un asesor fiscal.

- 5. Cobrar cheques de pago con prontitud. En el frente de cada cheque emitido para Pagos Individuales de Clase y los de PAGA se mostrará la fecha de vencimiento. Si no lo cobra antes de la fecha de vencimiento, su cheque será cancelado automáticamente y el dinero se depositará en el Fondo de Propiedad No Reclamada del Contralor de California a su nombre.

Si el dinero representado por su cheque se envía al Fondo de Propiedad No Reclamada del Contralor, debe consultar las reglas de dicho fondo para obtener instrucciones sobre cómo recuperar su dinero.

- 6. Solicitudes de exclusión del Acuerdo Colectivo. Se le considerará un Miembro de Clase Participante, participando plenamente en el Acuerdo Colectivo, a menos que así lo notifique, a más tardar el 8 de septiembre de 2026, que desea excluirse. La forma más sencilla de notificar al Administrador es enviar una Solicitud de Exclusión por escrito y firmada por fax, correo electrónico o correo postal antes del 8 de septiembre de 2026, Fecha Límite de Respuesta. La solicitud deberá ser una carta de un Miembro de la Clase o de su representante, en la que consten el nombre, la dirección actual, el número de teléfono del Miembro de la Clase y una simple declaración en la que se manifieste su deseo de ser excluido del Acuerdo. Los Miembros Excluidos de la Clase (es decir, los Miembros de Clase No Participantes) no recibirán Pagos Individuales de Clase, pero conservarán su derecho a presentar personalmente las Reclamaciones Liberadas de Clase contra SF Fire Credit Union.

No puede optar por no participar en la parte de PAGA del Acuerdo. Los Miembros de la Clase que se excluyan del Acuerdo Colectivo (Miembros de Clase No Participantes) seguirán teniendo derecho a recibir Pagos Individuales de PAGA y deberán renunciar a su derecho a presentar las Reclamaciones Liberadas de PAGA contra SF Fire Credit Union.

- 7. El Acuerdo propuesto quedará sin efecto si el Tribunal deniega la aprobación final. Es posible que el Tribunal se niegue a otorgar la aprobación final del Acuerdo o a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revocada en apelación. El Demandante y SF Fire Credit Union han acordado que, en cualquier caso, el Acuerdo será nulo: SF Fire Credit Union no pagará ninguna cantidad de dinero y los Miembros de la Clase no liberarán ninguna reclamación contra SF Fire Credit Union.
- 8. Administrador. El Tribunal ha designado a una empresa neutral, Apex Class Action, LLC (el “Administrador”), para que envíe este Aviso, calcule y realice los pagos y tramite las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá sobre las Impugnaciones de los Miembros de la Clase, enviará y reenviará por correo los cheques de liquidación y los formularios de impuestos, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.
- 9. Liberación de los Miembros de Clase Participantes. Una vez que la Sentencia sea firme y SF Fire Credit Union haya financiado íntegramente el Acuerdo Bruto y haya pagado por separado todos los impuestos sobre la nómina del empleador, los Miembros de Clase Participantes no podrán presentar legalmente ninguna de las reclamaciones liberadas en virtud del Acuerdo. Esto significa que, a menos que usted haya optado por no participar excluyéndose válidamente del Acuerdo Colectivo, no podrá demandar, continuar demandando ni formar parte de ninguna otra demanda contra SF Fire Credit Union o entidades relacionadas por las Reclamaciones Liberadas de Clase.

“Partes Exoneradas” se refiere a SF Fire Credit Union y sus empresas matrices, subsidiarias, divisiones, entidades relacionadas o empresas afiliadas, tanto actuales como anteriores, y sus funcionarios, directores, empleados, agentes, abogados, aseguradoras, reaseguradoras, sucesores y cesionarios, ya sea en su capacidad individual u oficial.

Los Miembros de Clase Participantes estarán sujetos a la siguiente liberación:

Todos los Miembros de Clase Participantes, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, pasados y presentes, liberaron a las Partes Exoneradas de todas las reclamaciones que surjan durante el Período de Clase que se alegaron, o que razonablemente podrían haberse alegado, con base en los hechos expuestos en la Denuncia Operativa, incluyendo, pero no limitado a los artículos 201, 203, 204, 223, 226, 226.7, 227.3, 246, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 y siguientes del Código Laboral y las Órdenes Salariales de la CBI relacionadas (Cod. de Reglamentos, título 8, §§ 11010, 11050, 11070, 11170) y reclamaciones derivadas en virtud de §§ 17200 y siguientes del Código de Negocios y Profesiones, e incluyen reclamaciones basadas en presuntas violaciones de estas disposiciones del Código Laboral y de

la Orden Salarial y todas las demás reclamaciones, como las del Código Laboral de California, las Órdenes Salariales, los reglamentos y/u otras disposiciones legales, que podrían haberse alegado con base en los hechos alegados en la Demanda, incluyendo: 1) Incumplimiento de proporcionar períodos de comida de conformidad con los §§ 204, 223, 226.7, 512 y 1198 del Código Laboral; 2) Incumplimiento de proporcionar descansos de conformidad con los §§ 204, 223, 226.7 y 1198 del Código Laboral; 3) Falta de pago de salarios por hora y horas extras de conformidad con el Código Laboral § 223, 510, 1194, 1194.2, 1197, 1197.1 y 1198; 5) Falta de pago de salarios de vacaciones adecuados de conformidad con el Código Laboral § 227.3; 6) Incumplimiento de los requisitos de declaración de salarios detallados de conformidad con el Código Laboral § 226; 7) Falta de reembolso de gastos comerciales de conformidad con el Código Laboral § 2802; 7) Ley del Fiscal General Privado del Código Laboral de California de conformidad con el Código Laboral § 2698; y 8) Prácticas comerciales desleales de conformidad con el Código de Negocios y Profesiones de California § 17200 y siguientes, e intereses, honorarios y costas. (“Reclamaciones Liberadas de Clase”). Salvo lo estipulado en la Sección 5.3 del Acuerdo de Conciliación, los Miembros de Clase Participantes no liberan ninguna otra reclamación, incluidas las reclamaciones por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo Justo y Vivienda, seguro de desempleo, discapacidad, seguridad social, compensación laboral o reclamaciones basadas en hechos ocurridos fuera del Período de Clase.

10. Liberación de los Miembros PAGA. Una vez que la Sentencia del Tribunal sea definitiva y SF Fire Credit Union haya pagado el Acuerdo Bruto (y haya pagado por separado los impuestos sobre la nómina correspondientes al empleador), todos los Miembros PAGA tendrán prohibido presentar Reclamaciones Liberadas de PAGA contra SF Fire Credit Union, independientemente de si se excluyen o no. Esto significa que todos los Miembros PAGA, incluidos aquellos que son Miembros de Clase Participantes y aquellos que optan por no participar en el Acuerdo Colectivo, no pueden demandar, continuar demandando ni participar en ninguna otra demanda contra SF Fire Credit Union o sus entidades relacionadas por las Reclamaciones Liberadas de PAGA.

Los Miembros PAGA estarán sujetos a la siguiente liberación:

Se considera que todos los Miembros PAGA liberan, en nombre propio y de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios, pasados y presentes, a las Partes Exoneradas de todas las reclamaciones por sanciones civiles en virtud de PAGA que surjan durante el Período de PAGA que se alegaron, o que razonablemente podrían haberse alegado, con base en los hechos expuestos en la Denuncia Operativa y el Aviso de PAGA (“Reclamaciones Liberadas de PAGA”).

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

1. Pagos Individuales de Clase. El Administrador calculará los Pagos Individuales de Clase (a) dividiendo el Monto Neto del Acuerdo entre el número total de Semanas Laborales trabajadas por todos los Miembros de Clase Participantes, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro de Clase Participante.
2. Pagos Individuales de PAGA. El Administrador calculará los Pagos Individuales de PAGA (a) dividiendo \$10,000.00 entre el número total de Períodos de Pago trabajados por todos los Miembros PAGA y (b) multiplicando el resultado por el número de Períodos de Pago trabajados por cada Miembro PAGA.
3. Impugnaciones de la Semana laboral/Período de pago. El número de Semanas laborales que trabajó durante el Período de Clase y el de Períodos de Pago que trabajó durante el Período de PAGA, según consta en los registros de SF Fire Credit Union, se indican en la primera página de este Aviso. Tiene hasta el 8 de septiembre de 2026 para impugnar el número que se le ha asignado. Puede presentar su impugnación firmando y enviando una carta por correo postal, por correo electrónico o por fax. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Para respaldarla, debe enviar copias de sus talones de pago u otros documentos. El Administrador aceptará como exacto el cálculo de Semanas laborales y/o Períodos de pago realizado por SF Fire Credit Union, basado en los registros de SF Fire Credit Union, a menos que usted envíe copias de los registros que contengan información contraria. Debe enviar copias en lugar de los originales, ya que los documentos no le serán devueltos. El Administrador resolverá las impugnaciones con base en su presentación y en la información proporcionada por los Abogados de la Clase (quienes abogarán en nombre de los Miembros de Clase Participantes) y por el abogado de SF Fire Credit Union. La decisión del Administrador es definitiva y no se puede apelar ni impugnar de ninguna otra forma. El Administrador también deberá notificar a cada Miembro de la Clase que presente impugnación sobre su decisión dentro de los 7 días siguientes a la recepción de la misma.

5. ¿CÓMO RECIBIRÉ MI PAGO?

1. Miembros de Clase Participantes. El Administrador enviará, por correo postal, un cheque único a cada Miembro de Clase Participante (es decir, a cada Miembro de la Clase que no opte por no participar), incluidos aquellos que también cumplan los requisitos para ser Miembros PAGA. El cheque único combinará el Pago Individual de Clase y el de PAGA.
2. Miembros de Clase No Participantes. El Administrador enviará, por correo postal, un cheque de Pago Individual de PAGA a cada Miembro PAGA que se excluya del Acuerdo Colectivo (es decir, a cada Miembro de Clase No Participante).

Su cheque se enviará a la misma dirección que figura en este Aviso. Si cambia de domicilio, asegúrese de notificarlo lo antes posible. La sección 9 de este Aviso contiene la información de contacto del Administrador.

6. ¿CÓMO EXCLUIRSE DEL ACUERDO COLECTIVO?

Envíe una carta escrita y firmada con su nombre, dirección actual, dirección de correo electrónico o número de teléfono y una simple declaración de que no desea participar en el Acuerdo. Puede enviar su solicitud de exclusión, firmada y por escrito, por fax, correo electrónico o correo postal al Administrador antes del 8 de septiembre de 2026, Fecha Límite de Respuesta. El Administrador lo excluirá en función de cualquier escrito en el que comunique su solicitud de exclusión. Asegúrese de firmar personalmente su solicitud, identificar la demanda como “*Paul Garves v. San Francisco Fire Credit Union*” e incluir su información de identificación (nombre completo, dirección, correo electrónico o número de teléfono). Debes hacer la solicitud de forma personal, ya que si otra persona la realiza por usted, no será válida. **El Administrador debe recibir su solicitud para ser excluido a más tardar el 8 de septiembre de 2026, o será inválida.** La sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO Oponerse al Acuerdo?

Únicamente los Miembros de Clase Participantes tienen derecho a oponerse. Antes de decidir si presenta una objeción, es posible que desee ver qué le piden el Demandante y SF Fire Credit Union al Tribunal que apruebe. Al menos dieciséis (16) días hábiles antes de la Audiencia de Aprobación Final del 20 de octubre de 2026, los Abogados de la Clase y/o el Demandante presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluya, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y (2) una Moción de Honorarios, Gastos de Litigio y Pago de Servicios que indique (i) la cantidad que los Abogados de la Clase solicitan por honorarios y gastos de litigio; y (ii) la cantidad que el Demandante solicita como Pago de Servicio de Representante de la Clase. Si lo solicita razonablemente, los Abogados de la Clase (cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno. También puede consultarlos en el sitio web del Administrador, www.apexclassaction.com/sanfranciscofirecreditunion_1 o en el del Tribunal <https://sf.courts.ca.gov/online-services/case-information>.

Un Miembro de Clase Participante que no esté de acuerdo con algún aspecto del Acuerdo, la Moción de Aprobación Final y/o la de Honorarios, Gastos de Litigio y Compensación por Servicios puede objetar, por ejemplo, que el Acuerdo propuesto es injusto o que las cantidades solicitadas por los Abogados de la Clase o por el Demandante son irrazonables. Las objeciones podrán enviarse al Administrador por fax, correo electrónico o por correo postal antes del 8 de septiembre de 2026, Fecha Límite de Respuesta. Asegúrese de indicarle al Administrador a qué se opone, por qué y cualquier hecho que respalde su objeción. Asegúrese de identificar la Demanda “*Paul Garves v. San Francisco Fire Credit Union*” e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo en SF Fire Credit Union, y firme la objeción. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Como alternativa, un Miembro de Clase Participante puede presentar una objeción (o contratar personalmente a un abogado para que la presente a su propio costo) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para explicarle al Tribunal a qué se opone, por qué se opone y cualesquiera hechos que respalden su objeción. Consulte la Sección 8 de este Aviso (inmediatamente más abajo) para obtener detalles específicos sobre esta audiencia.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no es obligatorio, asistir a la Audiencia de Aprobación Final el 20 de octubre de 2026 a las 10:00 a. m., en el Departamento 304 del Tribunal Superior del Condado de San Francisco, California, ubicado en 400 McAllister St., San Francisco, CA 94102. El juez decidirá si otorga la aprobación final del Acuerdo y qué parte del Acuerdo Bruto se pagará a los Abogados de la Clase, al Demandante y al Administrador. El Tribunal solicitará comentarios de los objetores, los Abogados de la Clase y de los abogados de la Defensa antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) tanto en persona como de forma remota. Si desea asistir a la audiencia de forma remota, deberá comunicarse con el secretario del Departamento 304 llamando al (415) 551-3729 para obtener instrucciones y acceso a la audiencia. Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que esta audiencia sea reprogramada. Debe consultar el sitio web del Administrador, www.apexclassaction.com/sanfranciscofirecreditunion, con antelación o ponerse en contacto con los Abogados de la Clase para verificar la fecha y la hora de dicha audiencia.



9. ¿CÓMO OBTENER MÁS INFORMACIÓN?

El Acuerdo detalla todo lo que SF Fire Credit Union y el Demandante se han comprometido a hacer en virtud del Acuerdo propuesto. La forma más sencilla de leer el Acuerdo, la Sentencia o cualquier otro documento es visitar el sitio web del Administrador en www.apexclassaction.com/sanfranciscofirecreditunion. También puede llamar o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto indicada a continuación, o consultar el sitio web del Tribunal Superior en <https://sf.courts.ca.gov/online-services/case-information>, haciendo clic en el botón “Acceder ahora” en la sección de Consulta de casos civiles e introduciendo el número de caso de la Demanda: CGC-24-613197. También puede programar una cita para revisar personalmente los documentos judiciales en la Oficina del Secretario del Palacio de Justicia del Centro Cívico llamando al (415) 551-3802.

NO LLAME AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.

Abogados de la Clase:

David Keledjian
d.keledjian@d.law
Norayr Zakaryan
n.zakaryan@d.law
Enoch J. Kim
e.kim@d.law
Marta Manus
m.manus@d.law
D.Law, Inc.
250 N Madison Ave, 2° piso
Pasadena, CA 91101-1639
Teléfono: (818) 962-6465
Número de fax: (818) 962-6469

Administrador del Acuerdo:

Nombre de la empresa: Apex Class Action, LLC
Correo electrónico: support@apexclassaction.com
Dirección postal: PO Box 54668, Irvine, CA 92619
Teléfono: 1-800-355-0700
Número de fax: (949) 989-4428

10. ¿QUÉ PASA SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque de compensación antes de cobrarlo, el Administrador lo reemplazará siempre que lo solicite antes de la fecha de vencimiento indicada en el cheque original. Si su cheque ya no es válido, debe consultar con el Fondo de Propiedad No Reclamada para obtener instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ PASA SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar de inmediato al Administrador si se muda o cambia su dirección por cualquier otro motivo.

EXHIBIT 4

D.LAW, INC.

David Keledjian (309135)

Enoch J. Kim (261146)

David Arakelyan (37076)

Marta Manus (260132)

250 N Madison Ave., 2nd Floor

Pasadena, CA 91101

Telephone: (818) 962-6465

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Emails: d.keledjian@d.law; e.kim@d.law;

d.arakelyan@d.law; m.manus@d.law

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

Honorable Ethan P. Schulman
Department 304

**DECLARATION OF PAUL GARVES IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: June 16, 2026

Time: 11: a.m.

Dept.: 304

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

Action filed: March 18, 2024

First Amended Complaint: August 5, 2024

Trial date: None Set

DECLARATION OF PAUL GARVES

I, Paul Garves, declare:

1. I am over the age of eighteen and submit this Declaration in support of the Motion for Preliminary Approval of the Class Action and PAGA Settlement Agreement (“Settlement Agreement”) entered between me, on behalf of myself and other similarly situated, the general public, and aggrieved employees, and Defendant SAN FRANCISCO FIRE CREDIT UNION (“Defendant”). I understand that I am submitting this Declaration in support of Preliminary and Final Settlement Approval in this action and my requested Class Representative Service Payment of up to \$5,000.00. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am currently a resident of California, and I was employed by Defendant from approximately December 29, 2013, to March 21, 2023, during the period covered by this lawsuit. During my employment with Defendant, I was employed as an hourly paid Senior Support Service Specialist. From my experience, and the documents and information I have reviewed from this action, I believe Defendant’s policies are or were uniformly applied to all employees of Defendant in California. I believe I have been similarly situated with the other Class Members as they have been defined in the Settlement Agreement.

3. I understand that I am asking to be approved to serve as the Class Representative for the Class in this action, which I understand is defined as all current and former non-exempt employees of San Francisco Fire Credit Union who worked in California during the Class Period. I also understand that I am serving as the Class Representative Plaintiff on behalf of other similarly situated and aggrieved employees in California in connection with the class action and representative claims.

4. I hired the law firm of D.Law, Inc. to represent me in this Class Action lawsuit against Defendants for the alleged practices and violations as now stated in the First Amended Complaint (“Operative Complaint”).

5. The Operative Complaint resulted from multiple conversations I had with my attorneys and their staff regarding Defendant’s policies and practices. I also understand that the

1 Operative Complaint has alleged, among other things, that due to the volume of work Defendants
2 required from me and other Class Members, we were not always provided with duty-free meal and
3 rest breaks. I understand that in this lawsuit, we have alleged that Defendant failed to pay us for all
4 our hours worked including time spent working off-the-clock performing duties such as
5 responding to e-mails, messages, and booting up our computer. I also understand we have alleged
6 that Defendant failed to reimburse Class Members for all work-related expenses such as cell phone
7 expenses, workstation expenses, and as a result of mandatory working from home.

8 6. I believe that I am similarly situated to all other Class Members and aggrieved
9 employees who worked for Defendant during the Class Period and who were similarly affected by
10 Defendant's policies and practices. I believe my claims against Defendant are typical of the other
11 Class Members, as the claims asserted in the Operative Complaint and are also shared by the other
12 Class Members. I believe this based on my experience, observations, and communications with
13 my co-workers when I worked for the Defendant.

14 7. From the beginning of my involvement in this case and prior to filing the initial
15 complaint, my attorneys informed me about what it meant to be a Class Representative. I
16 understood that I was expected to represent the other employees' interests, placing them ahead of
17 my own. I signed an acknowledgment of my duties as a Class Representative at the outset of this
18 action. I understood and believed the way that Defendant failed to pay me for my hours worked
19 was the same as the way it failed to pay all other employees who worked for Defendant. I am
20 happy that I was able to bring a lawsuit as a Class Representative to try and obtain the unpaid
21 wages and other compensation for myself, but also for my fellow employees like me who had not
22 been paid for all their hours worked or provided all their required breaks.

23 8. I believe that my interests have been and continue to be aligned with all Class
24 Members, and I have been and am willing to continue to pursue the Class Members' claims
25 vigorously on our collective behalf. As a result, I believe I do not have any interests that are
26 adverse to the interests of the Class Members.

27 9. I understood it was my responsibility to actively participate in the lawsuit to
28 safeguard the interests of other Class Members and to ensure that my interests were not in conflict

1 with those of the other employees. I did so to the best of my ability, and I believe I have
2 maintained the best interests of the Class Members. I have actively participated in this litigation
3 and have been updated on the progress of the case. I have provided documents to Class Counsel in
4 support of the class claims and spent many hours discussing my claims and information regarding
5 my employment by Defendant. I have also invested significant time and efforts in performing my
6 duties on behalf of the Class, including during the initial complaint drafting process, in response to
7 informal discovery before mediation, speaking with my attorneys about other witnesses and
8 answering questions in connection with the mediation and ongoing settlement negotiations, and
9 now throughout the Preliminary and Final Settlement Approval process.

10 10. I have spent time communicating with my attorneys to receive answers to my
11 questions or updates on the case progression. I estimate I have spent approximately at least 25
12 hours of my time to this action and vigorously representing the interests of the Settlement Class,
13 including by performing the following:

- 14 a. Researching the issues and claims I could bring against Defendant and
15 talking to my attorneys about initiating this action;
- 16 b. Being interviewed in detail by my counsel regarding the working conditions
17 we operated under for Defendant, and particularly my experiences and the policies and practices
18 that applied to my employment and the employment of the other similarly situated employees;
- 19 c. Searching for and gathering relevant documents in my possession and
20 providing them to my attorneys, and reviewing all documents produced by Defendant;
- 21 d. Speaking with and informing my attorneys of the identities of potential
22 witnesses and Class Members and responding to questions from Class Members and counsel and
23 from Defendants in discovery in preparation for mediation;
- 24 e. Preparing for the mediation session and reviewing settlement-related
25 documents and working with counsel to execute the mediator's proposal and the final versions of
26 the Settlement Agreement. I have also worked with counsel in connection with the motion for
27 Preliminary Approval of the Settlement Agreement in drafting this Declaration and will also do so
28 as necessary in connection with final approval; and

1 f. Regularly receiving and responding to correspondence and phone calls from
2 my attorneys regarding the claims and case status and then the Settlement and other related
3 documents.

4 11. I have chosen to serve as a Class Representative despite my concerns about how my
5 role in this class action may adversely affect my prospects for future employment given that this
6 Class Action and the settlement is public information accessible by prospective employers.
7 Because I strongly believed in the claims, I risked the potential stigma of suing an employer in a
8 labor dispute, which could possibly affect my future employment. A Google search with my name
9 and Defendant shows that I am a Plaintiff in this Class Action case. Attached hereto as **Exhibit A**
10 is a true and correct copy of these internet search results.

11 12. I took a big risk by coming forward to help with this class action. If I had lost the
12 case and been ordered to pay Defendant's litigation costs, it would have been financially
13 devastating to me.

14 13. I have reviewed with my counsel the Settlement Agreement we have negotiated
15 with Defendant in this action on behalf of the Class Members. I agreed to the terms because I
16 believe the Settlement is fair and reasonable. I understand that once the Court grants preliminary
17 approval of the Settlement and to me serving as the Class Representative, the action will proceed
18 with Settlement administration and then the final approval process.

19 14. My opinion about the fairness and adequacy of the settlement in the case is not
20 based on any potential payment. I was willing to agree to my broader release because it helped the
21 parties agree to the Settlement, which I believe is an excellent result for the Class I have
22 committed to represent.

23 15. I understand my requested Class Representative Service Payment of \$5,000 is
24 subject to the Court's approval and discretion. Based on the time, risk, stress, and the result of the
25 case, I believe that the requested service award for me is fair and reasonable. I respectfully request
26 that the Court approve awarding it and approve me to serve as the Class Representative for
27 Settlement purposes.

28 16. I will continue to do my best to serve the interest of the Class throughout the

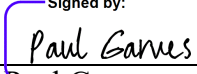
1 settlement process.

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

4 Executed this 15th day of April 2026, at San Francisco, California.

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Signed by:


Paul Garves

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EXHIBIT A

Paul Garves v. San Francisco Fire



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LWDA-CM-1017256-24 Case Details

View PAGA case details for LWDA-CM-1017256-24, including submissions, complaints, settlements, and court orders.



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