



FILED
San Francisco County Superior Court

JUN 25 2026

CLERK OF THE SUPERIOR COURT
By *Stella Allen* Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 304

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

Plaintiff,

v.

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

Defendants.

Case No. CGC-24-613197

ORDER GRANTING PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT

Plaintiff Paul Garves ("Plaintiff") and Defendant San Francisco Fire Credit Union ("Defendant") have reached terms of settlement for a putative class and representative action. Plaintiff filed a motion for preliminary approval of class action and PAGA settlement. The Court, having reviewed and considered Plaintiff's motion, its accompanying memoranda, the Settlement Agreement,¹ and the file in the case, grants Plaintiff's motion. The Court hereby orders as follows.

¹ "Settlement Agreement" or "Settlement" refers to the Class Action and PAGA Settlement Agreement and Class Notice attached as Exhibit 1 to the Declaration of Marta Manus filed on May 13, 2026, and the Class Notice attached as Exhibit 2 to the Supplemental Declaration of Marta Manu filed on June 22, 2026.

1 **PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

2 1. Unless otherwise specified, terms in this Order Granting Preliminary Approval of Class
3 and PAGA Representative Action Settlement (the “Preliminary Approval Order”) shall have the same
4 definition as used in the Settlement Agreement.

5 2. The Court finds that the Settlement is a result of informed and non-collusive arm’s-length
6 negotiations facilitated by a neutral mediator after sufficient investigation by the Parties allowing them to
7 reasonably evaluate their respective positions. In making this preliminary finding, the Court considered
8 the nature of the claims, the amounts and kinds of benefits to be paid and received in settlement, the
9 allocation of Settlement payments among the Class Members, and that the Settlement represents a
10 compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The
11 Court further finds on a preliminary basis that the terms of the Settlement Agreement have no obvious
12 deficiencies and do not improperly grant preferential treatment to any individual Class Member.

13 3. The Court finds on a preliminary basis that the proposed Settlement—including the
14 settlement amount, the process by which Class Members may object to or request exclusion from the
15 settlement, and the settlement’s non-reversionary nature—appears at this stage to be fair, reasonable, and
16 adequate, and falls within the range of final approval. The Court therefore grants preliminary approval of
17 the settlement based upon the terms set forth in the Settlement Agreement.

18 **SETTLEMENT CLASS CERTIFICATION**

19 4. Pursuant to section 382 of the Code of Civil Procedure, in light of the proposed Settlement,
20 the Court hereby finds that the prerequisites for conditional certification of a settlement class have been
21 met and preliminarily certifies the following class for settlement purposes only (the “Settlement Class” or
22 “Class”): all current and former non-exempt employees of San Francisco Fire Credit Union who worked
23 in California during the Class Period, which runs from March 18, 2020 through March 8, 2025.

24 5. Solely for purposes of settlement, the Court finds on a preliminary basis that the
25 certification of the Settlement Class is warranted under Code of Civil Procedure section 382 because: (1)
26 the Class is ascertainable and sufficiently numerous to warrant class treatment; (2) common questions of
27 law and fact predominate and there is a well-defined community of interest amongst the Class;

(3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff will fairly and adequately protect the interests of the Class; (5) a class action is superior to other available methods for an efficient adjudication of this controversy; and (6) Plaintiff's counsel are qualified to serve as counsel for the Class.

6. The Court further finds that the group of individuals covered by the Private Attorneys General Act ("PAGA") claim (the "PAGA Aggrieved Employees") consists of all current and former non-exempt employees of San Francisco Fire Credit Union who worked in California during the PAGA Period, which runs from August 5, 2023 through March 8, 2025.

7. Solely for purposes of settlement, the Court hereby provisionally appoints D.Law, Inc. as Class Counsel.

8. Solely for purposes of settlement, the Court hereby provisionally appoints Plaintiff Paul Garves as Class Representative.

NOTICE TO SETTLEMENT CLASS MEMBERS

9. The Court hereby approves the parties' designation of Apex Class Action, LLC ("Apex") as Settlement Administrator to perform the functions described in the Settlement Agreement.

10. The Court approves, as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice" or "Notice") attached as Exhibit 2 to the Declaration of Marta Manus filed on June 22, 2026. The Court finds that the Class Notice fairly and adequately informs Settlement Class Members of the nature of the Action, the terms of the Settlement, their rights and obligations, the procedures for objecting to or excluding themselves from the Settlement, and the date and location of the Final Approval Hearing.

11. Within 14 calendar days following the date of this Order, Defendant shall provide Apex the Class List with the following information about each Class Member: (1) full name; (2) last known mailing address; (3) email address (where available); (4) Social Security Number; (5) the respective number of Workweeks that each Class Member worked during the Class Period and the number of PAGA Pay Periods worked during the PAGA Period.

12. The Court directs the Settlement Administrator to mail the Class Notice by first-class U.S. mail and by email (where email addresses are available) to all Settlement Class Members in accordance

1 with the terms of the Settlement Agreement. The Court finds, on a preliminary basis, that the procedures
2 for giving notice as set forth in the Settlement Agreement, including use of email, skip tracing, and re-
3 mailing where necessary, constitute the best notice practicable under the circumstances and comply with
4 the requirements of due process and applicable law. The Settlement Administrator shall prepare and
5 submit to Class Counsel and Defense Counsel a declaration attesting to the completion of the notice
6 process as set forth in the Settlement Agreement, including a description of efforts made to re-send any
7 Class Notice returned as undeliverable and the total number of Requests for Exclusion and Objections
8 received before and after the Response Deadline.

9 13. The deadline by which Settlement Class Members may dispute the number of Workweeks
10 credited to them, submit a Request for Exclusion, or file an Objection shall be 45 calendar days (plus an
11 additional 15 calendar days for Settlement Class Members whose Class Notice is re-mailed) from the
12 initial mailing date of the Class Notice by the Settlement Administrator (the "Response Deadline"), as set
13 forth in the Settlement Agreement.

14 14. Any Settlement Class Member who wishes to be excluded from the Settlement must
15 submit a timely written Request for Exclusion to the Settlement Administrator in accordance with the
16 instructions in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the
17 Administrator can reasonably ascertain the identity of the person as a Class Member and the Class
18 Member's desire to be excluded. Settlement Class Members who properly and timely request exclusion
19 shall not be deemed Participating Class Members, shall have no further rights under the Settlement
20 Agreement with respect to the Class Claims, shall not receive any Individual Settlement Payment, and
21 shall have no standing to object to the Settlement.

22 15. Any Settlement Class Member who wishes to object to the Settlement may submit a timely
23 written objection to the Settlement Administrator in accordance with the instructions in the Class Notice,
24 who shall promptly provide copies to Class Counsel and Defense Counsel. Class Counsel shall file any
25 such objections with the Court as part of the motion for final approval. Settlement Class Members may
26 also appear in Court (or hire any attorney to appear in Court) to present verbal objections at the Final
27 Approval Hearing with or without having made a written objection.
28

1 16. Any Settlement Class Member who does not submit a timely and valid Request for
2 Exclusion will be deemed a Participating Class Member, will be bound by the Settlement and the
3 Released Class Claims, and will be entitled to receive an Individual Settlement Amount in accordance
4 with the allocation formula set forth in the Settlement Agreement.

5 17. However, Settlement Class Members may not opt out of or object to the Settlement with
6 respect to the Released PAGA Claims. Even if a Settlement Class Member submits a timely and valid
7 Request for Exclusion from the Class Claims, they will still receive their share of the PAGA Payment as
8 an Aggrieved Employee and will be bound by the release of PAGA Claims pursuant to Labor Code §
9 2699(l), regardless of their opt-out status with respect to the Class portion of the Settlement.

10 **PROCEDURE FOR FINAL APPROVAL OF THE SETTLEMENT**

11 18. A Final Approval Hearing shall be held in this Court on October 20, 2026 at 10:00 a.m. to
12 determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and should be finally
13 approved by the Court; (2) the amount of attorneys' fees and litigation costs to be awarded to Class
14 Counsel; and (3) the amount of the Service Payment to be awarded to the Class Representative. Should
15 the Court continue the Final Approval Hearing, the Settlement Administrator shall notify all Settlement
16 Class Members who timely objected to the settlement.

17 19. Class Counsel shall file a Motion for Final Approval of the Settlement Agreement and any
18 requests for attorneys' fees and costs and service awards for the Plaintiff no later than sixteen (16) court
19 days prior to the Final Approval Hearing.

20 20. The parties shall submit a copy of this Order to the Labor and Workforce Development
21 Agency (LWDA) within ten days after entry of the order pursuant to Labor Code § 2699(s)(3).

22 IT IS SO ORDERED.

23
24 Dated: June 25, 2026



Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6 & CRC 2.251)

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On June 25, 2026, I electronically served ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated:

JUN 25 2026

Brandon E. Riley, Court Executive Officer

By: 

Felicia Green, Deputy Clerk