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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

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING 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

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

2 The Parties reached a Settlement subject to Court approval as represented in the Class
3 Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the
4 Declaration of Marta Manus in Support of Plaintiff’s Motion for Preliminary Approval of Class
5 Action and Representative Settlement (“Motion”), filed with this Court on May 13, 2025.

6 On October 20, 2026, this Court conducted a Final Settlement Fairness Hearing under
7 Rule 3.769 of the California Rules of Court and this Court’s June 25, 2026, Order Granting
8 Plaintiffs’ Motion for Preliminary Approval of Class and PAGA Settlement (the “Preliminary
9 Approval Order”). Due and adequate notice having been given to the Class as required in said
10 Preliminary Approval Order, and the Court having considered all papers filed and proceedings
11 had herein and otherwise been fully informed in the matter, and good cause appearing therefor,
12 hereby orders:

13 1. For the reasons set forth in the Preliminary Approval Order, which are adopted
14 and incorporated herein by reference, this Court finds that the applicable requirements of the
15 California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court
16 have been satisfied with respect to the Class and the proposed Settlement. The Court hereby
17 makes final its earlier provisional certification of the Class, as set forth in the Preliminary
18 Approval Order.

19 2. This Order Granting Final Approval of Class Action and PAGA Settlement hereby
20 adopts and incorporates by reference the terms and conditions of the Parties’ Settlement
21 Agreement, together with the definitions of terms used and contained therein.

22 3. The Court finds that it has jurisdiction over the subject matter of the Class Action
23 and over all Parties to the Class Action, including all members of the Settlement Class.

24 4. Class Members means “all current and former non-exempt employees of San
25 Francisco Fire Credit Union who worked in California during the Class Period.”

26 5. Aggrieved Employees means “all current and former non-exempt employees of
27 San Francisco Fire Credit Union who worked in California during the PAGA Period.”

28 6. The Class Notice given to the Class Members fully and accurately informed the

1 Class Members of all material elements of the proposed Settlement and of their opportunity to
2 object to or comment thereon and was the best notice practicable under the circumstances; was
3 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
4 State of California, the United States Constitution, due process, and other applicable law. The
5 Class Notice fairly and adequately described the Settlement and provided Class Members
6 adequate instructions and a variety of means to obtain additional information; provided Class
7 Members with a full opportunity and the means to seek exclusion; and described to Class
8 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
9 full opportunity has been afforded to the Class Members to participate in the Final Approval
10 Hearing, and all Class Members and other persons wishing to be heard have been heard.
11 Accordingly, the Court determines that all Class Members are bound by this Order and
12 Judgment.

13 7. There are no objections and only one (1) request for exclusion from class portion
14 of the Settlement. The following individual who submitted a valid request for exclusion is
15 excluded from the class portion of the Settlement: Christopher Urrutia.

16 8. The Court has considered all relevant factors for determining the fairness of the
17 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
18 particular, the Court finds that the Settlement was reached following meaningful discovery and
19 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
20 adversarial, and arm's-length negotiations between the Parties; and that the terms of the
21 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
22 considered all evidence presented, including evidence regarding the strength of the Plaintiff's
23 case; the risk, expense, and complexity of the claims presented; the likely duration of further
24 litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery
25 completed; and the experience and views of Class Counsel. Accordingly, the Court hereby
26 approves the settlement as set forth in the Settlement Agreement and expressly finds that said
27 Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire
28 Settlement Class and hereby directs implementation of all remaining terms, conditions, and

provisions of the Settlement Agreement.

9. The Court hereby approves the Gross Settlement Amount of \$650,000.00

10. The Court hereby approves the Net Settlement Amount of \$368,314.04.

11. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$216,666.67 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing.

12. The Court hereby approves reimbursement of litigation costs of \$14,069.29 to Class Counsel.

13. The Court hereby approves the payment of costs to the Administrator, Apex Class Action, LLC, in the amount of \$5,950.00.

14. The Court hereby approves Class Representative Service Payment in the amount of \$5,000.00 to Plaintiff Garves in consideration and exchange for his contributions to the Class. The Court finds this amount is fair and reasonable.

15. The Court hereby approves the allocation of \$40,000.00 to the settlement of the PAGA claims, of which \$30,000.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and \$10,000.00 shall be payable to the Aggrieved Employees.

16. No other costs or fees relief shall be awarded, either against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

17. The Administrator shall mail all Participating Class Members their settlement checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

18. Participating Class Members shall have up to 180 days from the date of mailing to negotiate their settlement distribution check.

19. Upon entry of Judgment by the Court in accordance with the Settlement Agreement:

a. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising during the Class Period that were

1 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
2 Complaint, including claims for alleged violations of Labor Code §§, 201, 203, 204, 223, 226,
3 226.7, 227.3, 246, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 et seq. and the related
4 IWC Wage Orders (Cal. Code of Regs., tit. 8, §§ 11010, 11050, 11070, 11170) and derivative
5 claims under Business & Professions Code §§ 17200, et seq., and claims for: 1) Failure to
6 Provide Meal Periods pursuant to Labor Code § 204, 223, 226.7, 512 and 1198; 2) Failure to
7 Provide Rest Breaks pursuant to Labor Code § 204, 223, 226.7 and 1198; 3) Failure to Pay
8 Hourly and Overtime Wages pursuant to Labor Code § 223, 510, 1194, 1194.2, 1197, 1197.1, and
9 1198; 4) Failure to Pay Proper Sick Pay pursuant to Labor Code § 246; 5) Failure to Pay Proper
10 Vacation Wages pursuant to Labor Code § 227.3; 6) Failure to Comply with Itemized Wage
11 Statement Requirements pursuant to Labor Code §226; 7) Failure to Reimburse Business
12 Expenses pursuant to Labor Code § 2802; and 8) Unfair Business Practices pursuant to
13 California Business and Professions Code § 17200, *et seq.* and interest, fees, and costs.
14 (“Released Class Claims”).

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

20 20. The Court further confirms and finds that nothing contained in the Settlement
21 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
22 other Order entered in this action shall in any way or manner constitute an admission that any of
23 the allegations against Defendant and its present and former parent companies, subsidiaries,
24 divisions, related entities, or affiliated companies, and their officers, directors, employees,
25 agents, attorneys, insurers, re-insurers, successors and assigns, whether in their
26 individual or official capacities, to any of the claims and causes of action asserted by the Class
27 Members or Aggrieved Employees, or any member or employee thereof, and shall not be offered
28 in evidence in any action or proceeding against Defendant, or any other Released Parties in any

1 court, administrative agency, or other tribunal for any purpose whatsoever, other than to the
2 extent necessary to enforce the provisions of the Settlement Agreement or this Order. This
3 paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or
4 duties of Defendants under the Settlement Agreement and this Final Order and Judgment.

5 21. Neither Defendant nor any related persons or entities shall have any further
6 liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability,
7 except as provided in the Settlement Agreement.

8 22. By operation of the entry of this Order, as of the Effective Date, the parties are
9 ordered to perform their respective duties and obligations under the Settlement Agreement.

10 23. The date for the Settlement Compliance Hearing is _____
11 _____.

12 **JUDGMENT**

13 In accordance with, and for the reasons stated in the Final Approval Order, judgment
14 shall be entered whereby Plaintiff Paul Garves, and all Participating Class Members shall take
15 nothing from Defendant, except as expressly set forth in the Settlement Agreement.

16 Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the
17 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
18 action, the Plaintiff Paul Garves, Class Members, and Defendant, for the purposes of:

- 19 (a) supervising the implementation, enforcement, construction, and interpretation of
20 the Settlement Agreement, the Preliminary Approval Order, the plan of allocation,
21 the Final Approval Order, and the Judgment; and
22 (b) supervising distribution of amounts paid under this Settlement.

23 **IT IS SO ORDERED.**

24
25 Dated: _____

26 _____
27 Honorable Ethan P. Schulman
28 Judge of the Superior Court