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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

JOSE RUELAS, an individual, on behalf of
himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SEA WEST SERVICES LLC, a California
limited liability company; and DOES 1-50,
Inclusive,

Defendants.

Case No.: 23CV038585

[PROPOSED] JUDGMENT

Date: April 15, 2025

Time: 1:30 p.m.

Reservation ID: 630471478062

Judge: Hon. Somnath Raj Chatterjee

Dept.: 21

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Service Award duly came on for hearing on April 15, 2025, before the above-entitled Court.
4 The parties having settled this action and the Court having entered an Order Granting Motion for
5 Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

6 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

7 1. The certification of the Class is confirmed for the purposes of settlement. The Class
8 is defined as "all non-exempt employees who are or previously were employed by Defendant Sea
9 West Coast Guard Federal Credit Union ("Defendant") and performed work in California during
10 the period of July 17, 2019, to August 18, 2024 (the "Class Period")."

11 2. All persons who meet the foregoing definition are Settlement Class Members,
12 except for those individuals who filed a valid request for exclusion ("opt out") from the Class.

13 3. Except as set forth in the Agreement, the Order Granting Motion for Final
14 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
15 members of the Class, shall take nothing in the Action. Each party shall bear its own attorneys'
16 fees and costs, except as otherwise provided in the Agreement, the Order Granting Motion for
17 Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

18 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
19 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
20 supervise and adjudicate any dispute arising from or in connection with the distribution of
21 settlement benefits.

22 5. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and
23 each Class Member who has not validly opted out has released the "Released Parties" from the
24 "Released Class Claims" as set forth in the Agreement.

25 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

26 (a) The "Released Class Claims" are defined all class claims alleged, or
27 reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
28 Action which occurred during the Class Period, and expressly excluding all other claims,

1 including claims for vested benefits, wrongful termination, unemployment insurance, disability,
2 social security, workers' compensation, and class claims outside of the Class Period.

3 (b) The "Released Parties" are defined as Defendant and its officers, directors,
4 members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders,
5 administrators, predecessors, successors, assigns, parent corporations, subsidiaries, joint venturers
6 and related entities.

7 7. As of the date the Defendant funds the Gross Settlement Amount, Plaintiff and the
8 LWDA have released the Released Parties from the "Released PAGA Claims" for the "PAGA
9 Period" as set forth in the Agreement.

10 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

11 (a) The "Released PAGA Claims" are defined as all PAGA claims alleged in
12 Plaintiff's Amended PAGA Notice to the LWDA which occurred during the PAGA Period, and
13 expressly excluding all other claims, including claims for vested benefits, wrongful termination,
14 unemployment insurance, disability, social security, workers' compensation, and PAGA claims
15 outside of the PAGA Period.

16 (b) The "PAGA Period" is defined as the period from May 12, 2022, through
17 August 18, 2024.

18 9. This Court hereby grants final approval and awards the following: (i) One Hundred
19 Eleven Thousand, One Hundred Thirty-One Dollars and Sixty-One Cents (\$111,131.61) for the
20 Class Counsel Award comprised of Ninety-Eight Thousand, One Hundred Sixty-Six Dollars and
21 Sixty-Seven Cents (\$98,166.67.00) for attorneys' fees and litigation costs in the amount of Twelve
22 Thousand Nine Hundred Sixty-Four Dollars and Ninety-Four Cents (\$12,964.94); (ii) the Service
23 Award to Class Representative, Jose Ruelas, in the amount of Ten Thousand Dollars and Zero
24 Cents (\$10,000.00); (iii) Settlement Administration Costs of Three Thousand, Five Hundred
25 Dollars and Zero Cents (\$3,500.00) to Apex Class Action, LLC; (iv) Seven Thousand, Five
26 Hundred Dollars and Zero Cents (\$7,500.00) (75% of the PAGA Payment) to the Labor and
27 Workforce Development Agency ("LWDA Payment"); and Two Thousand, Five Hundred Dollars
28

1 and Zero Cents (\$2,500) (25% of the PAGA Payment) allocated to the Aggrieved Employee
2 Payments.

3 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
4 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
5 California Labor Code section 2699(1)(3).

6
7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
8 **ORDERED.**

9 DATED: _____, 2025
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12 _____
13 Hon. Somnath Raj Chatterjee
14 JUDGE OF THE SUPERIOR COURT
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