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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] ORDER GRANTING FINAL
APPROVAL**

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 Second Amended Stipulation of
2 Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement") and Motion
3 for Class Counsel Award and Service Award duly came on for hearing on April 15, 2025, before
4 the above-entitled Court. Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on
5 behalf of Plaintiff Jose Ruelas ("Plaintiff"). O'Hagan Meyer appeared on behalf of Defendant Sea
6 West Coast Guard Federal Credit Union (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Alameda ("Court"), Case No. 23CV038585,
15 entitled *Jose Ruelas v. Sea West Coast Guard Federal Credit Union* and over all Parties to this
16 litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On November 18, 2024, the Court granted preliminary approval of a class-
19 wide settlement. At this same time the court approved certification of a provisional settlement class
20 for settlement purposes only. The Court confirms this Order and finally approves the settlement
21 and the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice was
24 mailed by first class mail to the Class Members at their last known addresses on December 17, 2024.
25 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
26 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
27 proposed settlement to the members of the Class Members. The Court finds that the Class Notice
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was January 31, 2025.
2 There was an adequate interval between notice and deadline to permit Class Members to choose
3 what to do and act on their decision. No Class Members objected. Two Class Members requested
4 exclusion. The names of the Class Members who requested exclusion are Ruth Caguioa and Leroy
5 Johns.

6 **Fairness Of The Settlement**

7 6. The Agreement provides for a Gross Settlement Amount of \$294,500.00.
8 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
9 Cal.App.4th 1794, 1801.)

10 a. The settlement was reached through arms-length bargaining between
11 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
12 settlement.

13 b. The Parties' investigation and discovery have been sufficient to allow
14 the Court and counsel to act intelligently.

15 c. Counsel for all parties are experienced in similar employment class
16 action litigation and have previously settled similar class claims on behalf of employees claiming
17 compensation. All counsel recommended approval of the Settlement.

18 d. No objections were received. Two requests for exclusion were
19 received. The names of the Class Members who requested exclusion are Ruth Caguioa and Leroy
20 Johns.

21 e. The participation rate is high. 97.62% of Class Members will be
22 participating in the Settlement and will be sent settlement payments.

23 7. The consideration to be given to the Class Members under the terms of the
24 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
25 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
26 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
27 litigation and the delays which would ensue from continued prosecution of the Action.

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1 8. The Agreement is finally approved as fair, adequate, and reasonable and in
2 the best interests of the Settlement Class Members.

3 **PAGA Penalties**

4 9. The Agreement provides for a payment of PAGA Penalties in the amount of
5 \$10,000.00. The Court has reviewed the PAGA Penalties and finds and determines that the PAGA
6 Penalties and the allocation of \$7,500.00 to the Labor and Workforce Development Agency
7 (“LWDA Payment”) and \$2,500 to Aggrieved Employees (“Aggrieved Employee Payment”) is fair
8 and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021)
9 72 Cal.App.5th 56.

10 **Class Counsel Award**

11 10. The Agreement provides for a payment for Class Counsel Award in the
12 amount of up to One Hundred Eleven Thousand, One Hundred Thirty-One Dollars and Sixty-One
13 Cents (\$111,131.61). Subject to Court approval, the Class Counsel Award consists of attorneys’
14 fees equal to one-third (1/3) of the Gross Settlement Amount, or Ninety-Eight Thousand, One
15 Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$98,166.67.00) and reimbursement of litigation
16 expenses in the amount of Twelve Thousand Nine Hundred Sixty-Four Dollars and Ninety-Four
17 Cents (\$12,964.94).

18 11. A Class Counsel Award payment of One Hundred Eleven Thousand, One
19 Hundred Thirty-One Dollars and Sixty-One Cents (\$111,131.61) comprised of attorneys’ fees in the
20 amount of Ninety-Eight Thousand, One Hundred Sixty-Six Dollars and Sixty-Seven Cents
21 (\$98,166.67.00) and reimbursement of litigation expenses in the amount of Twelve Thousand Nine
22 Hundred Sixty-Four Dollars and Ninety-Four Cents (\$12,964.94) is reasonable in light of the
23 contingent nature of Class Counsel’s fee, the hours worked by Class Counsel, and the results
24 achieved by Class Counsel. The requested attorneys’ fee award represents 1/3 of the common fund,
25 which is reasonable, and is supported by Class Counsel’s lodestar.

26 **Service Award**

27 12. The Agreement provides for a Service Award of up to Ten Thousand Dollars
28 and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court’s approval. The Court finds that the

1 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) is reasonable in light of the risks and
2 burdens undertaken by the Plaintiff in this class action litigation.

3 **Settlement Administration Costs**

4 13. The Agreement provides for Settlement Administration Costs to be paid in
5 an amount not to exceed \$3,500.00. The Declaration of the Administrator provides that the actual
6 claims Settlement Administration Costs were \$3,500.00. The amount of this payment is reasonable
7 in light of the work performed by the Administrator.

8 **II.**

9 **ORDERS**

10 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

11 1. The Class is certified for the purposes of settlement only. The Settlement
12 Class is hereby defined to include:

13 All non-exempt employees who are or previously were employed by Defendant Sea
14 West Coast Guard Federal Credit Union (“Defendant”) and performed work in
15 California during the period of July 17, 2019, to August 18, 2024 (the “Class
16 Period”).

17 2. There are 84 members of the Class. Every person in the Class who did not
18 opt out is a Settlement Class Member. After providing Notice to the Class, there are two opt-outs
19 to the Settlement. The names of the Class Members who requested exclusion are Ruth Caguioa
20 and Leroy Johns.

21 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
22 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
23 this Order and the terms of the Agreement.

24 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
25 exchange the Class Members shall release the “Released Parties” from the “Released Class Claims”
26 and Plaintiff and the LWDA shall release the “Released Parties” from the “Released PAGA Claims.”

27 a. The “Released Parties” means Defendant and its officers, directors,
28 members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders,

1 administrators, predecessors, successors, assigns, parent corporations, subsidiaries, joint venturers
2 and related entities.

3 b. The “Released Class Claims” are defined as all class claims alleged,
4 or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
5 Action which occurred during the Class Period, and expressly excluding all other claims, including
6 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
7 security, workers’ compensation, and class claims outside of the Class Period.

8 c. The “Released PAGA Claims” are defined as all PAGA claims
9 alleged in Plaintiff’s Amended PAGA Notice to the LWDA which occurred during the PAGA
10 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
11 termination, unemployment insurance, disability, social security, workers’ compensation, and
12 PAGA claims outside of the period from May 12, 2022, through August 18, 2024 (“PAGA Period”).

13 5. Class Counsel are awarded attorneys’ fees in the amount of One Hundred
14 Eleven Thousand, One Hundred Thirty-One Dollars and Sixty-One Cents (\$111,131.61) for the
15 Class Counsel Award comprised of Ninety-Eight Thousand, One Hundred Sixty-Six Dollars and
16 Sixty-Seven Cents (\$98,166.67.00) (“Attorneys’ Fees”) and Costs in the amount of Twelve
17 Thousand Nine Hundred Sixty-Four Dollars and Ninety-Four Cents (\$12,964.94). Class Counsel
18 shall not seek or obtain any other compensation or reimbursement from Defendant, Plaintiff, or
19 members of the Class.

20 6. The payment of the Service Award to the Plaintiff in the amount of
21 \$10,000.00 is approved.

22 7. The payment of \$3,500.00 to the Administrator for Settlement
23 Administration Costs is approved.

24 8. The PAGA Penalties of \$10,000 is hereby approved as fair, reasonable,
25 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
26 finds that Plaintiff and Class Counsel negotiated the PAGA Penalties at arms-length, absent of any
27 fraud or collusion.

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1 9. Final Judgment is hereby entered in this action. The Final Judgment shall
2 bind each Settlement Class Member.

3 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
4 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
5 ("PAGA").

6 11. The Court further finds and determines that Class Counsel satisfied California
7 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
8 under the Private Attorney General Act ("PAGA") on October 17, 2024, and again on March 20,
9 2025.

10 12. The Court orders Class Counsel to comply with California Labor Code §
11 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
12 entry of this Order.

13 13. The Agreement is not an admission by Defendant, nor is this Final Approval
14 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
15 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
16 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
17 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
18 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
19 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
20 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
21 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose
22 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
23 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
24 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
25 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
26 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
27 or issue preclusion or similar defense as to the claims being released by the Settlement.

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1 14. Notice of entry of this Final Approval Order and Judgment shall be given to
2 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
3 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
4 Approval Order and Judgment shall be posted on Administrator's website as indicated in the Class
5 Notice.

6 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
7 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
8 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
9 connection with the distribution of settlement benefits.

10 16. If the Settlement does not become final and effective in accordance with the
11 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
12 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
13 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

14 17. The court ORDERS that at the time of the final accounting that counsel for
15 plaintiff transmit a copy of this order and the final judgment and the final accounting to the Judicial
16 Council. (CCP 384.5; Govt Code 68520.)

17 18. The Court ORDERS that 10% of any fee award to be kept in the
18 administrator's trust fund until the completion of the distribution process and Court approval of a
19 final accounting.

20
21 **IT IS SO ORDERED.**

22 DATED: _____, 2025
23
24

25 _____
26 Hon. Somnath Raj Chatterjee
27 JUDGE OF THE SUPERIOR COURT
28