

FILED
San Francisco County Superior Court

OCT 20 2026

CLERK OF THE COURT
BY: Edmund J. [Signature]
Deputy Clerk

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 FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT

Plaintiff's motion for final approval of class action and PAGA settlement, request for attorneys' fees, costs, and class representative's service payment before this Court on October 20, 2026. Having considered the motion and accompanying memorandum, the Settlement Agreement,¹ and the file in this case, the Court hereby finds and orders as follows.

1. Unless otherwise specified, terms in this Order Granting Final Approval of Class Action and PAGA Settlement (the "Final Approval Order") shall have the same definition as used in the Settlement Agreement.

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 2. The Court granted preliminary approval of the Class and PAGA representative action
2 settlement on June 26, 2026 ("Preliminary Approval Order"). Settlement Administrator Apex Class
3 Action, LLC ("Apex") distributed notice to all members of the putative class by first-class mail. The
4 Class Notice was not sent via email as directed by the Preliminary Approval Order. No notices sent via
5 first class mail were deemed undeliverable. The Class Notice informed the putative class of the terms of
6 the Settlement, of their right to receive their proportional Settlement Payment, of their right to request
7 exclusion from the Class and the Settlement, of their right to comment upon or object to the Settlement,
8 and to appear by themselves or by counsel at the Final Approval Hearing.

9 3. The Court finds that the Class Notice and notice procedure met the requirements of due
10 process and constituted the best notice practicable under the circumstances.

11 4. No Settlement Class Member filed a written objection to the proposed Settlement as part of
12 this notice process or stated an intention to appear at the Final Approval Hearing. No Settlement Class
13 Member appeared and objected at the Final Approval Hearing.

14 5. One Settlement Class Member Christopher Urrutia, requested to be excluded from the
15 Settlement. The Court hereby excludes Christopher Urrutia from the Settlement Class and the Settlement.
16 This Order is binding on all remaining Settlement Class Members.

17 6. With respect to the Settlement Class and for purposes of approving this Settlement only,
18 this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
19 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and
20 there is a well-defined community of interest among members of the Class with respect to the subject
21 matter of the Action; (c) the Class Representative's claims are typical of the claims of the members of the
22 Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the
23 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
24 controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to
25 serve as counsel for Plaintiff in their individual and representative capacities for the Class.
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1 7. The Court hereby certifies the following Class for settlement purposes only: all current
2 and former non-exempt employees of San Francisco Fire Credit Union who worked in California during
3 the Class Period, which runs from March 18, 2020 through March 8, 2025.

4 8. For settlement purposes only, the Court finally appoints Plaintiff Paul Garves as the
5 Settlement Class Representative.

6 9. For settlement purposes only, the Court finally appoints D.Law, Inc. as Class Counsel.

7 10. The Court finds and determines that the terms of the Settlement Agreement are fair,
8 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms. The
9 Court finds that the Settlement was reached as a result of informed and non-collusive arm's-length
10 negotiations facilitated by a neutral mediator after sufficient investigation by the Parties allowing them to
11 reasonably evaluate their respective positions. The Court has reviewed the monetary recovery provided
12 as part of the Settlement and recognizes the significant value accorded to the Class.

13 11. The Court hereby approves the Gross Settlement Amount of \$650,000. Defendant shall
14 fund the Gross Settlement Amount within 30 days of the Effective Date. The Court hereby orders the
15 Settlement Administrator to disburse the payments from the Gross Settlement Amount as set forth herein,
16 and in accordance with the terms of the Settlement Agreement.

17 12. The Court awards reasonable attorneys' fees to Class Counsel in the amount of
18 \$216,666.67.

19 13. The Court awards Class Counsel \$14,069.29 for litigation costs incurred.

20 14. The Court awards \$5,000 to the Class Representative in addition to their individual
21 settlement payment in recognition of the time and effort spent litigating the case on behalf of the Class.

22 15. The Court awards \$40,000 in PAGA penalties (75% or \$30,000 allocated to the Labor and
23 Workforce Development Agency ("LWDA") and 25% or \$10,000 allocated to the PAGA Aggrieved
24 Employees). The PAGA Aggrieved Employees covered by the Settlement consist of the following
25 individuals: all current and former non-exempt employees of San Francisco Fire Credit Union who
26 worked in California during the PAGA Period which runs from August 5, 2023 through March 8, 2025.

27 16. The Court awards \$5,889.80 in settlement administration fees to Apex.
28

1 17. A status conference regarding settlement distribution is set for July 6, 2027 at 10:00 a.m.
2 A status report, accompanied by an admissible evidentiary declaration, shall be filed no later than five
3 court days prior to the status conference. The status report must state: (1) the date the Settlement
4 Administrator distributed individual settlement payments; (2) the number of checks issued; (3) the
5 number of checks cashed; (4) the number of uncashed checks; and (5) the total amount of residual funds
6 available for tender to the State Controller's Office Unclaimed Property Fund

7 18. Class Counsel must submit a copy of this order to the LWDA within ten days of entry
8 pursuant to Labor Code section 2699(s)(3).

9 19. This Order shall be posted on the Settlement Administrator's website for 180 days.

10 20. The Court reserves exclusive and continuing jurisdiction over the Action, the Class
11 Representative, the Class Members, and Defendant for the purposes of supervising the implementation,
12 enforcement, construction, administration, and interpretation of the Settlement Agreement, pursuant to
13 California Rules of Court, rule 3.769(h).

14
15 IT IS SO ORDERED.

16
17 Dated: October 20, 2026



Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6, and CRC 2.251)

I, Edward Santos, 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 October 20, 2026, I electronically served:

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

via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Date: OCT 20 2026

Brandon E. Riley, Court Executive Officer

By: Edward J. Santos

Edward Santos, Deputy Clerk