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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

MAUREEN COFFEY, an individual, on behalf of herself, and on behalf of all persons similarly situated, Plaintiff, v. NAVY FEDERAL CREDIT UNION, an unknown business entity; NAVY FEDERAL FINANCIAL GROUP, LLC, a Virginia limited liability company; NAVY FEDERAL INVESTMENT SERVICES, LLC, a Virginia limited liability company; NAVY FEDERAL TITLE OF CALIFORNIA, INC., a California corporation; and DOES 1-50, Inclusive, Defendants.	Case No.: 37-2023-00034395-CU-OE-CTL **DECLARATION OF JEAN-CLAUDE LAPUYADE, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: December 19, 2025 Time: 1:30 p.m. Judge: Hon. Earl H. Maas, III Dept.: N-28

I, Jean-Claude Lapuyade, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of the law firm of JCL LAW FIRM, APC (hereinafter “Class Counsel”). I am counsel of record for Plaintiff MAUREEN COFFEY (hereinafter “Plaintiff” or “Class Representative”) in this wage and hour class action filed against Defendant NAVY FEDERAL CREDIT UNION (“Defendant”).

2. This declaration is being submitted in support of Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement.

3. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter “Settlement Agreement”). Attached thereto as **Exhibit A** is a true and correct copy of the Notice of Class Action and PAGA Settlement (“Class Notice”).

4. Attached hereto as **Exhibit “2”** is a true and correct copy of the August 22, 2025, Preliminary Approval Order.

5. Attached hereto as **Exhibit “3”** is a true and correct copy of the proof of filing the proposed Settlement with the LWDA.

6. Attached hereto as **Exhibit “4”** is true and correct copy of the November 21, 2025, proof of filing this motion seeking final approval of this Settlement with the LWDA.

7. Attached hereto as **Exhibit “5”** is a true and correct copy of the JCL Law Firm, APC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has been appointed Class Counsel.

I. INTRODUCTION

8. An objective evaluation of the proposed settlement of One Million Seven Hundred Thousand Dollars and Zero Cents ($1,700,000.00) confirms that the relief negotiated on behalf of the Class Members is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by the Honorable Judge Brian C. Walsh (Ret.) in a mediation. After deducting any Court-approved PAGA Payment, Class Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses

Payment, and the Settlement Administration Costs, the Net Settlement Amount shall be distributed to the Participating Class Members based on the number of Workweeks they worked while employed by Defendants during the Class Period. ***The Class greeted news of the Settlement with nearly unanimous approval.***[1] There were zero objections and only one opt-out to the Settlement. The 99.93% approval rate by the Class evidences the fairness and reasonableness of the Settlement.

9. This Settlement provides substantial recovery for Defendants' alleged wage and hour violations. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately $1,000,444.00. This will result in an average Individual Settlement Payment of **$689.49,** a high payment of **$1,256.54**, and low payment of **$6.51**.

10. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

11. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and entry of the proposed Final Approval Order and Judgment.

II. OVERVIEW OF THE LITIGATION

12. Defendant owns, operates, and manages credit unions and provide personal and commercial financial services in the state of California, including in the county of San Diego, California where Plaintiff worked. Plaintiff was employed by Defendant from May of 2021 to April of 2023 as a non-exempt employee. This action asserts claims on behalf of Defendant's current and former non-exempt employees employed in California. At all times during her employment, Plaintiff was paid an hourly wage and was entitled to legally compliant meal and rest periods. Throughout her employment, Plaintiff was subject to Defendant's written policies and procedures.

13. Generally, Plaintiff claims that Defendant failed to properly calculate the regular rate of pay for purposes of overtime, meal period premiums and redeemed sick pay; failed to pay all wages;

[1] Nineteen (19) Notices were deemed undeliverable. Apex Dec., ¶ 10.

failed to pay for all time worked; failed to provide compliant meal and rest periods, failed to reimburse necessary business expenses, failed to furnish accurate itemized wage statements, and failed to pay all wages upon separation. Defendant denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially complaint meal and rest period policies, and timely payment of all wages due upon separation of employment.

14. On June 6, 2023, Plaintiff served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code sections 2698 *et seq*. ("PAGA").

15. On August 11, 2023, Plaintiff filed a Class Action complaint in the San Diego Superior Court, Case No. 37-2023-00034395 ("Class Action"), alleging eight causes of action against Defendants for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et. seq*.; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq*.; (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab Code §226; and (8) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203. On the same day, Plaintiff filed a Representative Action Complaint in the Los Angeles Superior Court, Case No. 23TRCV02633, for Violations of the Private Attorneys General Act (Labor Code sections 2698 *et seq*.) ("PAGA Action").

16. On June 28, 2024, the Parties stipulated to the filing of a First Amended Complaint in the Class Action that consolidated the Class and PAGA claims in the same action (consolidated action Case No. 37-2023-00034395-CU-OE-CTL). On September 24, 2024, Plaintiff filed a Request for Dismissal

without prejudice of the PAGA Action in the Los Angeles Superior Court, which was entered by the Court on the same day.

17. Thereafter, the Parties agreed to mediate this action. To prepare for mediation, the Parties agreed to informally produce additional documents and data points subject to the mediation privilege, including but not limited to, the Class Members' time data and certain payroll data points. As discussed infra, Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendant's time and payroll data.

18. On March 11, 2025, the Parties participated in a full day mediation with the Hon. Brian C. Walsh (Ret.), a highly respected jurist and mediator of wage-and-hour class actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding ("MOU"). The complete and final terms of the Parties' settlement are now set forth in the Agreement, which is the subject of the instant motion.

19. On August 22, 2025, this Court granted preliminary approval of the Settlement.

III. THE SETTLEMENT BEFORE THE COURT

20. The Court preliminarily approved an initial Gross Settlement Amount of One Million, Seven Hundred Thousand Dollars and Zero Cents ($1,700,000.00) based on a total of an estimated 150,180 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used to satisfy: (1) the Individual Settlement Payments to Participating Class Members; (2) the Class Representative Service Award; (3) the PAGA Payment; (4) the Settlement Administration Costs; and (5) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

21. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the high approval of the Settlement by the Class, the absence of any objections to the Settlement and the average Individual Settlement Payment of **$689.49.**

A. <u>Class Counsel Conducted a Thorough Investigation</u>

22. Months before filing the Action, Class Counsel began its pre-filing investigation into the Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced documents related to her employment,

including wage statements and communications between Plaintiff and Defendant. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry.

23. Class Counsel subsequently requested Plaintiff's employee files from Defendant. In response, Defendant produced additional documents including timesheets, policies, and complete payroll records. Class Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate Plaintiff's claims that Defendant failed to, among other things, pay for all time worked, issue accurate itemized wage statements, and provide compliant meal and rest periods.

24. To prepare for the mediation, Defendants produced time and payroll records for the Class Members, aggregate workweek and pay period data for the Class Members, average hourly rate for the Class Members, and copies of applicable handbooks, policies, and agreements.

25. Class Counsel then retained the statisticians and economists at Berger Consulting Group ("BCG") to evaluate the Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting services, specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases.

26. BCG analyzed Defendants' time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate amount of unpaid wages, amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and average number of hours worked per week. BCG also estimated the number of missed, late, or truncated meal and rest periods, the amount of unpaid wages, the amount of unpaid and underpaid overtime, and the amount of missed meal and rest period premiums paid during the Class Period.

27. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representatives through interviews, background investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Class Members' time and payroll records; (5) analyzing Defendant's labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and

estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed

28. Class Counsel only agreed to enter the Settlement following this thorough investigation and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay and uncertainty associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

B. The Parties Settled at the Mediation

29. On March 11, 2025, the Parties conducted a full day of mediation with Judge Walsh. Judge Walsh helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Judge Walsh's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluation of the damages. The mediation concluded with a global settlement of Plaintiff's class and PAGA claims, which was subsequently memorialized in the form of a Memorandum of Understanding. The complete and final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

C. Class Counsel is Experienced in Similar Litigation

30. Plaintiff is represented by competent and experienced counsel to pursue her claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), Johnny Nitti, Esq. (Associate Attorney), Carolina Faccin, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal and Office Manager), Jennifer Heming (Paralegal), Hana

McAnally (Law Clerk), Andrew Ward (Law Clerk), and Allysa Castillo (Legal Assistant).

31. I am qualified to represent the Plaintiff, the State of California and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. Additionally, I have extensive complex mass tort litigation experience and complex construction product liability experience. I can, will and have adequately represented the interests of the Plaintiff, the State of California and the Aggrieved Employees throughout this action.

32. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 17 years. I have been in practice as a plaintiff's civil litigation attorney since April 2007.

33. I am qualified to represent the Plaintiff, the State of California and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "5."** Some of the major cases the Firm has undertaken are also set forth in **Exhibit "5."**

34. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a favorable verdict for the firm's clients.

35. Finally, I have published appellate experience in *William Blanchette et al., v. The Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v. EmployBridge Holding Co. LLC* (2023) 92 Cal.App.5th 59.

36. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.) Additionally, I was also named 2025 Super Lawyer in Employment Law by Thompson Reuters.

D. The Gross Settlement Amount is Fair and Reasonable

37. Here, the Settlement is clearly within the "ballpark" of reasonableness because the Settlement provides a sizeable recovery to the Class and need not necessarily obtain 100 percent of the

damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of One Million, Seven Hundred Thousand Dollars and Zero Cents ($1,700,000.00) represents a discount on Defendant's potential exposure if Plaintiff established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk that could award significantly less in damages than Plaintiff's estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

38. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendant's liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel's investigation, including the analysis of a significant sample of time and payroll data. Detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of the Class. The Gross Settlement Amount represents between 9.58% and 22.93% of Defendants' *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

39. The calculation methodology used to compensate the Class Members for the alleged damages was negotiated at the time of the Settlement. More importantly, the methodology is fair, objective, and impartial. The calculation methodology is based on the number of Workweeks each Class Member worked for Defendant during the Class Period. The number of Workweeks for the Class Member is established through Defendant's data and documented compensation records. The Administrator is responsible for calculating the Individual Settlement Payments by dividing the Net Settlement Amount by the total number of workweeks worked by all Class Members, and multiplying the result by the number of Workweeks worked by each individual Class Member to calculate each Settlement Class Member's estimated Individual Settlement Payment. Agreement at § III(M)(1). This process establishes an objectively fair and reasonable procedure to compensate the Class.

40. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final approval.

E. The Strength of Plaintiff's Case and Risks of Continued Litigation

41. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to ignore the asserted defenses. If successful on any one of its defenses, Defendant could defend the action or, at least, drastically undercut Plaintiff's claims.

42. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial Court's denial of class certification because employees' declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm. *See also Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the predominance of individual issues).

43. Further, even if a class is certified, liability remains uncertain. The risks attendant to the issue of Defendants' liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial verdict in favor plaintiffs in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly individualized questions of fact not susceptible to class treatment.").

44. Finally, even if a class is certified and Defendant is found liable for the class claims alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated reversed and remanded a $110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed

the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

45. Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

46. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiff's claims and, in fact, already has.

47. As demonstrated by the decisions in *Magadia, supra,* 999 F.3d 668, *O'Conner v. Uber Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt that if Defendants faced a large adverse judgement, Defendants undoubtedly have the resources to post a bond and appeal. A post-judgment appeal by Defendants would have required many more years to resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more years in the future.

48. Class Representative and Class Counsel recognize the expense and length of a trial against Defendant through possible appeals which could take another three years. In arriving at their informed belief that the present settlement is fair and adequate, Class Counsel accounted for the uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have increased, and recovery would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

IV. THE PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 ARE REASONABLE

49. Here, Plaintiff and Defendants negotiated a good faith PAGA Payment in the amount of $80,000.00 which is 4.7% of the Gross Settlement Amount. As illustrated above, this amount falls well within the range of approved PAGA settlements. Seventy-Five percent (75%) of the PAGA Payment ($60,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment ($20,000.00) to be distributed to the Aggrieved Employees ("Aggrieved Employee Payment"), which is within the range of PAGA Payment approved by courts and should be approved.

50. Further, on June 12, 2025, Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with the LWDA. On November 21, 2025, Plaintiff gave the LWDA notice of this motion seeking final approval of this settlement. By not registering an objection with either Class Counsel or the Court, the LWDA has accepted and approved of the proposed PAGA Payment.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of November 2025, at San Diego, California.

JCL LAW FIRM, APC

By: ______________________________
Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF

EXHIBIT 1

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Attorneys for Plaintiff MAUREEN COFFEY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

MAUREEN COFFEY, an individual, on behalf of himself, and on behalf of all persons similarly situated, Plaintiff, v. NAVY FEDERAL CREDIT UNION, an unknown business entity; NAVY FEDERAL FINANCIAL GROUP, LLC, a Virginia limited liability company; NAVY FEDERAL INVESTMENT SERVICES, LLC, a Virginia limited liability company; NAVY FEDERAL TITLE OF CALIFORNIA, INC., a California corporation; and DOES 1-50, Inclusive, Defendants.	Case No. 37-2023-00034395-CU-OE-CTL [Complaint Filed: August 11, 2023] **STIPULATION OF SETTLEMENT OF CLASS AND PAGA ACTION CLAIMS AND RELEASE OF CLAIMS**

This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is entered into by and between Plaintiff Maureen Coffey (hereinafter "Plaintiff"), an individual, on behalf of herself, and on behalf of all persons similarly situated, and in her representative capacity on behalf of the State of California and the allegedly aggrieved employees, and Defendant Navy Federal Credit Union (hereinafter, "Defendant"):

I. <u>DEFINITIONS</u>

A. "Action" means the putative class and representative action lawsuit designated *Maureen Coffey v. Navy Federal Credit Union, et al.,* San Diego County Superior Court, Case No. 37-2023-00034395-CU-OE-CTL, filed August 11, 2023, as amended pursuant to Plaintiff's First Amended Complaint filed on July 18, 2024.

B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims.

C. "Aggrieved Employees" means all current and former non-exempt employees who worked for Defendant Navy Federal Credit Union in California at any time during the PAGA Period.

D. "Aggrieved Employee Payment" means the twenty-five percent (25%) of the PAGA Payment, currently estimated to be $20,000.00, that will be distributed to the Aggrieved Employees as described in this Agreement.

E. "Class" or the "Class Members" means all current and former non-exempt employees who worked for Defendant Navy Federal Credit Union in California at any time during the Class Period.

F. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani O. Zakay, Esq. of Zakay Law Group, APLC.

G. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement or reasonable attorneys' fees and expenses, respectively, that the Court authorizes to be paid to Class Counsel as reimbursement for the reasonable attorneys' fees and expenses incurred to prosecute the Action on behalf of Plaintiff, the Class Members and the

Aggrieved Employees. The Class Counsel Fees Payment shall not exceed one-third of the Gross Settlement Amount, currently estimated to be $566,666.00. Class Counsel may seek reimbursement of documented costs up to $30,000.00 for the Class Counsel Litigation Expenses Payment. The Class Counsel Fees Payment will be divided between Class Counsel in the following percentages (50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC).

H. "Class Data" means the Class Members' identifying information in Defendant's possession, including the Class Members' full name, last known address, Social Security number, and start dates and end dates of employment as a non-exempt employee. Defendant will in good faith compile from the Class Data from its records and provide the Class Data to the Settlement Administrator in a Microsoft Excel spreadsheet.

I. "Class Period" means the period from September 1, 2021 through May 11, 2025.

J. "Class Representative" means plaintiff Maureen Coffey.

K. "Class Representative Service Award" means an award in the amount of $10,000, or in an amount that the Court authorizes, to be paid to the Class Representative, in addition to her Individual Class Payment and her Individual PAGA Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action.

L. "Court" means the Superior Court for the State of California, County of San Diego currently presiding over the Action.

M. "Defendant" means Defendant Navy Federal Credit Union.

N. "Effective Date" means the date by which both of the following have occurred: (1) the Court enters a Judgment on its order granting Final Approval of the Settlement; and (2) the Judgment is final. The Judgment becomes final as of the latest of the following occurrences: (a) the date sixty (60) days after the entry of the Final Approval Order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Approval Order and Judgment, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded.

O. "Final Approval" or "Final Approval Order" means the Court's order granting final approval of the Settlement.

P. "Funding Date" means the date by which Defendant has paid the entire Gross Settlement Amount to the Settlement Administrator in accordance with the terms of this Agreement. Defendant will pay the Gross Settlement Amount to the Settlement Administrator within five (5) calendar days of the Effective Date.

Q. "Gross Settlement Amount" means One Million, Seven Hundred Thousand Dollars and Zero Cents ($1,700,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of the (1) Net Settlement Amount, (2) Settlement Administration Costs, (3) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, (4) Class Representative Service Award, and (5) the PAGA Payment. The Gross Settlement Amount is all-in with no reversion and is ***exclusive*** of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

R. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

S. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of the Aggrieved Employee Payment calculated according to the number of Pay Periods worked during the PAGA Period.

T. "LWDA" means the Labor and Workforce Development Agency.

U. "LWDA Payment" means the seventy-five percent (75%) of the PAGA Payment, currently estimated to be $60,000.00, payable to the to the LWDA.

V. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class

Representative Service Award, PAGA Payment, and Settlement Administration Costs.

W. "Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

X. "Operative Complaint" means the First Amended Complaint filed by Plaintiff on July 18, 2024, in the San Diego County Superior Court.

Y. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq*.

Z. "PAGA Notice" means the pre-filing notice of alleged Labor Code violations Plaintiff filed with the LWDA on June 6, 2023.

AA. "PAGA Pay Periods" means the number of Pay Periods during the PAGA Period that each Aggrieved Employee worked in California as a non-exempt employee.

BB. "PAGA Period" means the period from June 6, 2022, through May 11, 2025.

CC. "PAGA Payment" means Eighty Thousand Dollars and Zero Cents ($80,000.00) to be allocated from the Gross Settlement Amount for settlement of the PAGA claims asserted in the Action.

DD. "Participating Class Members" means all Class Members who have not submitted a timely and valid Request for Exclusion as provided in this Agreement.

EE. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either Plaintiff or Defendant, individually.

FF. "Pay Period" means any consecutive period spanning from the 1st to the 15th or the 16th to the end of any month in which an Aggrieved Employee was employed by Defendant during the PAGA Period in California.

GG. "PAGA Pay Period Value" means the dollar amount assigned to each PAGA Pay Period worked by Aggrieved Employees during the PAGA Period, calculated by dividing the Aggrieved Employee Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees.

HH. "Plaintiff" means Plaintiff Maureen Coffey.

II. "Preliminary Approval" or "Preliminary Approval Order" means the Court's order preliminarily approving the proposed Settlement.

JJ. "QSF" means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

KK. "Released Class Claims" means: (i) all claims, rights, demands, liabilities and causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, during the Class Period, based upon the following categories of allegations: failure to pay minimum, overtime or double time wages (including for alleged rounding, time-shaving, off-the-clock work, preliminary work or postliminary work, time spent undergoing any testing or training of any kind), failure to include bonuses, commissions, shift differentials, or other incentive pay in the regular rate of pay for overtime or double time, failure to provide meal periods, failure to provide rest periods, failure to pay meal or rest period premiums at the regular rate of pay, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, and failure to pay all wages due upon termination of employment ("Alleged Violations"); (ii) all claims for violations of the Industrial Welfare Commission Wage Orders, California Labor Code, and California's unfair business practices laws that arise from the Alleged Violations; and (iii) any potential penalties, interest or attorneys' fees associated with these causes of action or Alleged Violations under California or federal law. The Released Class Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

LL. "Released PAGA Claims" means all claims for PAGA civil penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint in the Action and Plaintiff's PAGA Notice to the LWDA. The Released PAGA Claims expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

MM. "Released Parties" means Defendant and its present and former parent companies, subsidiaries, affiliates, divisions, and joint ventures, and all of their past and present members, officers, directors, employees, agents, servants, owners, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, partners, and profit sharing, savings, health and other employee benefit plans of any nature, the successors of such plans and those plans' respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals.

NN. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

OO. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit a Request for Exclusion or objections to the Settlement. Neither side shall encourage any Class Member to opt out.

PP. "Settlement" means the disposition of the Action pursuant to this Agreement.

QQ. "Settlement Administration Costs" means the amount paid to the Settlement Administrator from the Gross Settlement Amount for administering the Settlement pursuant to this Agreement, currently estimated not to exceed $12,890.00.

RR. "Settlement Administrator" means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700. The Settlement Administrator establishes, designates, and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Participating Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. ***All accrued interest shall be paid and distributed to the Participating Class Members as part of their respective Individual Class Payment.***

SS. "Workweek" means any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendant during the Class Period in California.

TT. "Workweek Value" means the dollar amount assigned to each Workweek worked by Class Members during the Class Period, calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Class Members.

II. <u>RECITALS</u>

A. On June 6, 2023, Plaintiff filed a PAGA Notice with the LWDA and served the same on Defendant.

B. On August 11, 2023, Plaintiff filed a class action complaint in the San Diego County Superior Court, Case No. 37-2023-00034395-CU-OE-CTL (the "Class Action"), alleging claims for:

1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;
4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
6. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802;

7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 And 203;

8. Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226.

C. On August 11, 2022, Plaintiff filed a separate representative action in Los Angeles County Superior Court, Case No. 23TRCV02633, alleging a single cause of action pursuant to PAGA (the "PAGA Action").

D. On June 28, 2024, the Parties stipulated to the filing of a First Amended Complaint in the Class Action that consolidates the class and PAGA claims in the same action (consolidated action Case No. 37-2023-00034395-CU-OE-CTL). The consolidated action is referred to herein as the "Action."

E. On September 24, 2024, Plaintiff filed a request for dismissal without prejudice of the PAGA Action in Los Angeles County Superior Court, which was entered by the Court on the same day.

F. Plaintiff's Claims. Plaintiff alleges violations of the California Labor Code and the Industrial Welfare Commission Wage Orders, that class certification is appropriate because the prerequisites for class certification can be satisfied in the Class Action, and this action is manageable as a PAGA representative action.

G. Defendant's Denial of Wrongdoing. Defendant generally and specifically denies any and all liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes that any wages, damages and penalties claimed by Plaintiff, alleged in the Operative Complaint, and alleged in Plaintiff's PAGA Notice are owed, and further contends that the Action is not appropriate for class or representative treatment, other than for the limited purpose of effectuating this Settlement. Defendant asserts a number of defenses to the alleged claims, and contends, among other things, that it has made substantial good faith efforts to comply with the California Labor Code and the Industrial Welfare Commission Wage Orders at all times during the Class Period. Defendant asserts that it adopted a comprehensive timekeeping and meal period compliance program many years before Plaintiff initiated the Action, including procedures to encourage employees to report all timekeeping and meal or rest period issues and require supervisors and payroll employees to address and correct any such issues. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement is or may be construed as a concession, admission, or indication by or against Defendant, or any of the Released Parties, of any fault, wrongdoing, or liability whatsoever. This Agreement is not a concession or admission by Defendant that Plaintiff can serve as an adequate class representative, except for the limited purpose of effectuating this Settlement. There has been no determination by any court as to the merits of the claims Plaintiff asserts against Defendant or whether a class should be certified for any purpose other than settlement.

H. <u>Defendant's Reasons for Settlement</u>. Defendant recognizes that the defense of this litigation will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. As a not-for-profit credit union dedicated to fostering financial health and well-being for military veterans and their families, Defendant would prefer to continue to focus on its important mission. Defendant has, therefore, agreed to settle in the manner and upon the terms set forth in this Agreement.

I. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced, for the purpose of settlement negotiations, certain employment data concerning the Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class

Counsel are of the opinion that the Settlement with Defendant is fair, reasonable, and adequate, and is in the best interest of the Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding class certification, and numerous potential appellate issues. Although it denies any liability, Defendant agrees to this Settlement solely to avoid the inconveniences and cost of further litigation. The Parties and their counsel have agreed to settle the claims on the terms set forth in this Agreement.

J. On March 11, 2025, the Parties participated in mediation presided over by Hon. Brian C. Walsh (Ret.), an experienced mediator of wage and hour class and PAGA actions. The Parties accepted the Mediator's settlement proposal, which was subsequently memorialized in the form of a Memorandum of Understanding, fully executed by the Parties on March 12, 2025 (the "MOU").

K. This Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class Members have merit or that Defendant bears any liability to Plaintiff or the Class Members on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

L. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, considering all relevant factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

M. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on and will not be admissible in connection with any litigation.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Defendant's Settlement Consideration and Payment.

1. Gross Settlement Amount. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant will pay One Million, Seven Hundred Thousand Dollars and Zero Cents ($1,700,000.00) as the Gross Settlement Amount. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes as provided in Section III.A.6 below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Individual Class Payments, Class Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, PAGA Payment, and Settlement Administration Costs, as specified in this Agreement, will be paid from the Gross Settlement Amount.

2. Class Size. Defendant estimated that the Class was comprised of approximately 1,425 non-exempt employees who collectively worked approximately 150,180 Workweeks in California during the Class Period. Within thirty (30) calendar days of the end of the Class Period (i.e., June 10, 2025), Defendant shall submit the Class Data to the Settlement Administrator. The Settlement Administrator will independently calculate the number of Class Members and the total number of Workweeks worked by such Class Members no later than thirty (30) calendar days prior to the filing of the Motion for Preliminary Approval. No later than seven (7) calendar days prior to the filing of the Motion for Preliminary Approval, the Settlement

Administrator shall provide Plaintiff's Counsel with a declaration attesting to the total number of Class Members and the total number of Workweeks worked by those Class Members, based on its independent review of the Class Data.

3. Defendant's Right to Withdraw. Defendant retains the right, in the exercise of its sole discretion, to nullify the Settlement and this Agreement within fourteen (14) days after the Response Deadline, if more than six percent (6%) Class Members exclude themselves from the Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit Requests for Exclusion from the Settlement.

4. Escalator Provision. The total estimated number of Class Workweeks is approximately 150,180 from September 1, 2021 through March 11, 2025. The Parties recognize that the Gross Settlement Amount is predicated upon the total number of eligible Workweeks provided by Defendant, and agree that if the total number of Workweeks worked by the Class Members during the Class Period, as defined above, exceeds 150,180 by 10% (i.e., over 15,018 additional Workweeks or total Workweeks of 165,199), Defendant will increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in the number of Workweeks worked by the Class Members above the 10% (i.e., if the excess Workweeks is 11%, Defendant would agree to increase the Gross Settlement Amount by 1%, and if the excess is 10% or lower, the increase will be nothing (0%)).

5. Payment of Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator on or before the Funding Date. Any interest accrued prior to the initial distribution will be added to the NSA and distributed to the Participating Class Members, except that if Final Approval is reversed on appeal, Defendant is entitled to prompt return of the principal and all interest accrued.

6. Defendant's Share of Payroll Taxes. Defendant's share of employer-side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by Participating Class Members. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigned shall release the Released Parties from any and all Released Class Claims during the Class Period.

C. Release by Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff, the Aggrieved Employees, the LWDA and the State of California shall release the Released Parties from any and all Released PAGA Claims during the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendant for the Released PAGA Claims.

D. Conditions Precedent: This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting Preliminary Approval of the Settlement;
2. The Court enters an order granting Final Approval of the Settlement and a Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Judgment and Final Approval Order expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Final Approval Order; and
4. Defendant fully funds the Gross Settlement Amount.

E. Nullification of Settlement Agreement. If the Court does not preliminarily or finally approve this Settlement Agreement, the Agreement fails to become effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents or prohibits

Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Action, including with respect to the issue of class certification.

F. In the event that Defendant fails to fund the Gross Settlement Amount, Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Class Members and all Settlement Administration Costs incurred to the date of nullification.

G. <u>Certification of the Class</u>. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, the Agreement fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

H. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Class Payments and/or Individual PAGA Payments described herein and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Class Payments and/or Individual PAGA Payments.

I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

J. Preliminary Approval Motion. Within forty-five (45) calendar days of the execution of this Agreement, Plaintiff shall file with the Court a Motion for Order Granting

Preliminary Approval and supporting papers ("Preliminary Approval Motion"), which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Preliminary Approval Motion at least seven (7) business days prior to the filing of the Motion to give Defendant an opportunity to review and comment upon the Motion.

K. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and Requests for Exclusion; calculating, deducting and remitting all legally required taxes from Individual Class Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Class Payments and/or Individual PAGA Payments; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of opt outs from the Settlement it receives (including the numbers of valid and deficient), and number of objections received. The Settlement Administrator shall also create a webpage dedicated to the Settlement and host it on the Settlement Administrator's website at the time the Class Notice is mailed through the check cashing deadline. The dedicated webpage will contain a settlement timeline and notify the Class Members of upcoming dates and hearings.

L. Notice Procedure.

1. Class Data. Within thirty (30) calendar days of the end of the Class Period (i.e., June 10, 2025), Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive an Individual Class Payment and/or Individual PAGA Payment, and to keep the Settlement Administrator apprised of their current mailing address to which the Individual Class Payment and/or Individual PAGA Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all Participating Class Members and/or Aggrieved Employees in exchange for an Individual Class Payment and/or Individual PAGA Payment, the number of Workweeks worked by each Class Member during the Class Period, and number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, if any, and the estimated amount of their Individual Class Payment, if they do not submit a timely Request for Exclusion, and Individual PAGA Payment, if any. The Settlement Administrator shall use the Class Data to determine Class Members' Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their Individual PAGA Payment regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after Preliminary Approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided within seven (7) calendar days of receiving the returned Notice Packet. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Class Member who is currently employed by Defendant, is returned to the Settlement Administrator, as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class

Member provide a corrected address and transmit to the Settlement Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) calendar days from the original Response Deadline.

5. Disputes Regarding Individual Class Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the start and end dates of employment in a non-exempt position in California, to provide documentation and/or an explanation to show contrary dates. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Class Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Class Payment shall be binding upon the Class Member and the Parties.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the Request for Exclusion form to the Settlement Administrator by the Response Deadline. A Request for Exclusion form will be mailed together with the Notice Packet to all Class Members. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the

name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who submits a timely Request for Exclusion shall be excluded from the Class, will not be entitled to receive an Individual Class Payment, and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also an Aggrieved Employee will still receive his/her Individual PAGA Payment, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth in Section III.C above. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any Final Approval Order and Judgment entered in this Action if the Court approves the Settlement. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted a Request for Exclusion.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Participating Class Member and state: (1) the case name and number; (2) the name of the Participating Class Member; (3) the address of the Participating Class Member; (4) the last four digits of the Participating Class Member's Social Security number; (5) the basis for the objection; and

(6) if the Participating Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Participating Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Participating Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Final Approval Order and Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment.

M. <u>Allocation of the Gross Settlement Amount</u>.

1. <u>Calculation of Individual Class Payments</u>. Individual Class Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The Net Settlement Amount shall then be divided by the total number of Workweeks to determine the dollar value of each Workweek ("Workweek Value"). Each Class Member's estimated Individual Class Payment shall be calculated by multiplying the number of Workweeks a Class Member worked during the Class Period by the Workweek Value. Each Individual Class Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.) related to the Wage Portion (defined in Section III.M.3 below). Individual Class Payments for Class Members who submit valid and timely Requests for Exclusion will be redistributed to Participating Class Members on a pro rata basis based on their respective Class Payment Ratios.

2. Calculation of Individual PAGA Payments. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The Aggrieved Employee Payment shall then be divided by the total number of PAGA Pay Periods to determine the dollar value of each PAGA Pay Period ("PAGA Pay Period Value"). Each Aggrieved Employee's estimated Individual PAGA Payment shall be then calculated by multiplying the number of PAGA pay periods worked by an Aggrieved Employee during the PAGA Period by the PAGA Pay Period Value.

3. Allocation of Individual Class Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 40% penalties ("Penalties Portion"), and 40% pre-judgment interest ("Interest Portion"). The Wage Portion of the Individual Class Payments shall be reported on an IRS Form W-2, which shall be issued by the Settlement Administrator. The Penalty Portion and Interest Portion of the Individual Class Payments shall be reported on an IRS Form 1099-MISC, which shall be issued by the Settlement Administrator.

4. Allocation of Individual PAGA Payments. For tax purposes, Individual PAGA Payments shall be allocated and treated as 100% penalties and shall be reported on an IRS Form 1099-MISC by the Settlement Administrator.

5. No Credit Toward Benefit Plans. The Individual Class Payments and Individual PAGA Payments made to Participating Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention

that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Participating Class Members under the Settlement which are attributable to wages shall constitute income to such Participating Class Members solely in the year in which such monies are received by the Participating Class Members. It is the intent of the Parties that Individual Class Payments and Individual PAGA Payments provided for in this Settlement Agreement are the sole payments to be made by Defendant to Participating Class Members and/or Aggrieved Employees in connection with this Settlement, with the exception of Plaintiff, and that the Participating Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Class Payments and/or Individual PAGA Payments.

7. <u>Mailing</u>. Individual Class Payments and Individual PAGA Payments shall be mailed by regular First-Class U.S. Mail to Participating Class Members' and/or Aggrieved Employees' last known mailing address no later than fifteen (15) business days after the Funding Date.

8. <u>Expiration</u>. Any checks issued to Participating Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance. If a Participating Class Member and/or Aggrieved Employee does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Participating Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost, or misplaced. In the event an Individual Class Payment and/or Individual PAGA Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be

transmitted to the charity, Community Law Project ("CLP"),, which qualifies under California Code of Civil Procedure section 384 as a *cy pres* recipient, and which provides legal services to low-income and indigent members of the community in San Diego.

9. Class Representative Service Award. In addition to her Individual Class Payment and Individual PAGA Payment, Plaintiff will apply to the Court for an award of not more than $10,000.00, as the Class Representative Service Award. Defendant will not oppose a Class Representative Service Award of not more than $10,000.00 for Plaintiff. The Settlement Administrator shall pay the Class Representative Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Participating Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for her Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Class Representative Service Award. If the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

10. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Defendant understands, and will not oppose, a motion for attorneys' fees not to exceed one-third of the Gross Settlement Amount, currently estimated to

be Five Hundred Sixty-Six Thousand Six Hundred and Sixty-Six dollars and Zero Cents ($566,666.00) ***and*** attorneys' expenses supported by declaration not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00). The Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment approved by the Court shall be paid from the Gross Settlement Amount. Any portion of the requested Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment that are not approved by the Court and awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Participating Class Members according to their respective Class Payment Ratios. The Settlement Administrator shall allocate and pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payments made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099-MISC to Class Counsel for the payments made pursuant to this paragraph. If the Court reduces or does not approve the requested Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. <u>PAGA Payment</u>. Eighty Thousand Dollars and Zero Cents ($80,000.00) shall be allocated from the Gross Settlement Amount for settlement of the Released PAGA Claims. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment ($60,000) to the LWDA no later than fifteen (15) calendar days after the Effective Date (the "LWDA Payment"). Twenty-five percent (25%) of the PAGA Payment ($20,000) will be distributed to the Aggrieved Employees as described in this Agreement (the "Aggrieved Employee Payment"). Each Aggrieved Employee shall receive an Individual

PAGA Payment paid out from the Aggrieved Employee Payment, calculated according to the PAGA Payment Ratio defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is $12,890.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment ("Final Approval Motion"), within twenty-eight (28) days following the expiration of the Response Deadline, which shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Costs. Plaintiff will provide Defendant with a draft of the Final Approval Motion at least seven (7) business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) calendar days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's Final Approval Motion detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely Requests for Exclusion, the full names of any Class Members who opt out of the Settlement, the number of objections received, the amount of the average, lowest, and highest Individual Class Payments, the amount of the average, lowest, and highest Individual PAGA Payments, the Settlement Administration Costs, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Final Approval Motion. The Court's entry of such Final Approval Order and final Judgment shall operate to permanently bar and enjoin all Class Members (excluding those who submit a valid and timely Request for Exclusion) from instituting, commencing, prosecuting, or pursuing, either directly or in any other capacity, any of the claims, damages, causes of action, or claims for attorneys' fees asserted in the Action or identified as Released Class Claims in this Agreement.

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Preliminary Approval and Final Approval Motions, including the Order Granting Final Approval of Class Action Settlement, and Judgment at least seven (7) calendar days in advance of filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Preliminary Approval and Final Approval Motions, and entry of Judgment.

O. Cooperation. The Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement.

P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

Q. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

R. Plaintiff's Individual Claims. In addition to this Agreement and the claims Plaintiff is releasing hereby, Plaintiff is entering into a separate individual settlement agreement, which shall provide for a separate individual payment, and which shall provide for an additional broad release, including a waiver of Civil Code Section 1542. That release, waiver and discharge of all claims shall include, but will not be limited to, any and all claims arising out of Plaintiff's employment with Defendant, as well as additional claims described in the individual settlement agreement, which are separate and different from the claims alleged in the Action. The Parties acknowledge such approval of this Agreement may require disclosure of Plaintiff's individual settlement agreement, and consent to same for that limited purpose.

S. Entire Agreement. Except with respect to Plaintiff's individual settlement agreement, described in paragraph "R" immediately above, this Agreement and any attached Exhibit constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties and covenants contained and memorialized in this Agreement and its Exhibit.

T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

U. No Public Comment. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Class Counsel's qualifications and experience.

Further, Class Counsel will not include, reference, or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

X. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts. An electronic signature shall have the same force and effect as a manual, handwritten signature.

Y. This Settlement is Fair, Adequate, and Reasonable. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, considering all relevant factors, present and potential.

Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction, pursuant to California Code of Civil Procedure Section 664.6, with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. In the event any provisions of this Agreement, or parts thereof, shall be found unenforceable, the unenforceable provision shall be deemed severed, and the remaining provisions of the Agreement shall remain valid and enforceable.

BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff and settled separately by an individual settlement agreement between the Parties described in paragraph “R” above, Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff’s employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the Operative Complaint in this Action. The Parties further acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only.

DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Class Claims and Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/her own attorneys’ fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 05/20/2025

Maureen Coffey
Maureen Coffey (May 20, 2025 13:14 PDT)

MAUREEN COFFEY

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: May 30, 2025

Signed by:
Kayla Robinson
8CA9261F81BD408...

NAVY FEDERAL CREDIT UNION

Kayla Robinson
Printed Name

Assistant General Counsel
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: May 21, 2025

JCL LAW FIRM, A.P.C.

By: ______________________

Attorneys for Plaintiff and the Class Members

DATED: May 21, 2025

ZAKAY LAW GROUP, APLC

By: ______________________

Attorneys for Plaintiff and the Class Members

DATED: June 4, 2025

PROCOPIO, CORY, HARGREAVES & SAVITCH LLP

DocuSigned by:
By: Marie Burke Kenny
63F49C8AEE864CD...

Marie Burke Kenny
Attorney for Defendant Navy Federal Credit Union

EXHIBIT A

**NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL APPROVAL HEARING DATE**

Maureen Coffey v. Navy Federal Credit Union, et. al.
San Diego County Superior Court Case No.37-2023-00034395-CU-OE-NC

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS AND REPRESENTATIVE ACTION SETTLEMENT. YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do **not** have to do anything. **Your estimated Individual Class Payment is: $<<___>>. See the explanation below.** After final approval by the Court, the payment will be mailed to you at the same address as this Notice. If your address has changed, please notify the Settlement Administrator, as explained below. In exchange for the Individual Class Payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive **no money from the Settlement**. **The Opt-out Deadline is ______.**
Object	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

WHAT IS IN THIS NOTICE

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-entitled lawsuit, pending in the San Diego County Superior Court (the "Court"), has been reached between Plaintiff Maureen Coffey ("Plaintiff") and Defendant Navy Federal Credit Union ("Navy Federal") (Plaintiff and Navy Federal are referred to collectively herein as the "Parties"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because the personnel records of Navy Federal indicate that you are a member of the Settlement Class, which is defined as:

> All current and former non-exempt employees who worked for Navy Federal Credit Union at any time between September 1, 2021 and May 11, 2025 ("Class Period") in California.

This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this lawsuit about?

On August 11, 2023, Plaintiff filed a class action Complaint in San Diego County Superior Court (the "Action") asserting the following alleged violations of the California Labor Code against Navy Federal: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide meal and rest periods; (4) failure to reimburse business expenses; (5) failure to timely pay wages during and upon termination of employment; and (6) failure to provide accurate, itemized wage statements. Plaintiff's Action seeks damages, restitution, statutory penalties, interest, costs, attorneys' fees and other relief on behalf of the Settlement Class.

On July 18, 2024, Plaintiff filed a First Amended Complaint adding a representative claim under the Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq*. ("PAGA") to the Action.[1] Plaintiff's representative PAGA claim seeks civil penalties and attorneys' fees and costs, based on the same alleged Labor Code violations above, on behalf of Aggrieved Employees (defined as, all current and former non-exempt employees who worked for Navy Federal at any time between June 6, 2022 and May 11, 2025 ("PAGA Period") in California).

The Court has not made any determination as to whether the claims alleged by Plaintiff have any merit. Nor has it decided whether this case could proceed as a class or representative action. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

In other words, the Court has not determined that Navy Federal violated any laws, nor has it decided in favor of Plaintiff or Navy Federal. Navy Federal expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by Plaintiff are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Navy Federal contends, among other things, that it has made substantial good faith efforts to comply with the California Labor Code and the Industrial Welfare Commission Wage Orders at all times during the Class Period. Defendant contends that it adopted a comprehensive timekeeping and meal period compliance program many years before Plaintiff initiated the Action, including procedures to encourage employees to report all timekeeping and meal or rest period issues and require supervisors and payroll employees to address and correct any such issues. Nonetheless, Navy Federal recognize the defense of class action litigation would be prolonged and expensive, requiring significant amounts of time, energy, and resources. By reaching the Settlement, Navy Federal is able to resolve the case and reinvest funds that would otherwise go to litigation in its mission of fostering financial health and well-being for military veterans and their families.

On March 11, 2025, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (ret.), an experienced mediator of wage and hour class and PAGA actions. The Parties accepted the Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

[1] Plaintiff originally filed her PAGA representative action in the Los Angeles County Superior Court on August 11, 2023. On September 24, 2024, Plaintiff filed a request for dismissal of her PAGA claims pending in Los Angeles County Superior Court, which was granted.

3. What are the terms of the Settlement?

Gross Settlement Amount. Navy Federal has agreed to pay an "all in" amount of One Million, Seven-Hundred Thousand Dollars and Zero Cents ($1,700,000.00) (the "Gross Settlement Amount") to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Class Payments, Settlement Administration Costs, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Award, and the PAGA Payment.

After the Judgment becomes final, Navy Federal will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed $12,890.00, for administrative expenses, including expenses of sending this Notice, processing requests for exclusion from the Settlement, and distributing settlement payments.

- Class Counsel Fees Payment. Payment to Class Counsel of an award of attorneys' fees of no more than 1/3 of the Gross Settlement Amount (currently $566,666.00) as reimbursement for the reasonable attorneys' fees incurred to prosecute the Action on behalf of Plaintiff and the Class Members.

- Class Counsel Litigation Expenses Payment. Payment to Class Counsel for litigation expenses actually incurred in the Action of not more than $30,000.

- Class Representative Service Award. A Service Award of up to $10,000.00 to Plaintiff as compensation for her service initiating and prosecuting the Action on behalf of the Class, and for the risks she undertook.

- PAGA Payment. A payment of $80,000.00 to resolve Plaintiff's PAGA claim, $60,000.00 of which will be paid to the California Labor and Workforce Development Agency (the "LWDA Payment") and the remaining $20,000.00 of which will be distributed to Aggrieved Employees on a pro rata basis (the "Aggrieved Employee Payment").

After all the above payments are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to Class Members who do **not** request exclusion from the Settlement ("Participating Class Members") on a pro rata basis.
If the Settlement is approved by the Court, Participating Class Members will automatically be mailed a check for their Individual Class Payment to the same address as this Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each Individual Class Payment is allocated to wages ("Wage Portion"). Taxes will be withheld from the Wage Portion, and each Participating Class Member will be issued an IRS Form W-2 for such payment. Forty percent (40%) of each Individual Class Payment is allocated to penalties ("Penalty Portion"), and forty percent (40%) is allocated to pre-judgment interest ("Interest Portion"). No taxes will be withheld from the Penalty and Interest Portions of the Individual Class Payment, and each Participating Class Member will be issued an IRS Form 1099-MISC for these amounts. In addition, no taxes will be withheld from the Individual PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an IRS Form 1099-MISC for such payment.

Class Counsel, Navy Federal, and Navy Federal's counsel make no representations as to the tax treatment or legal effect of any payments received pursuant to this Settlement. Participating Class Members and Aggrieved Employees will be responsible for the payment of any taxes and penalties assessed on the Individual Class Payments and/or Individual PAGA Payments described herein and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Class Payments and/or Individual PAGA Payments. **Nothing in this Notice or the Settlement is intended to constitute tax advice. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.**

<u>No Credit Toward Benefit Plans</u>. The Individual Class Payments and Individual PAGA Payments made to Participating Class Members and/or Aggrieved Employees under this Settlement will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members and/or Aggrieved Employees may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members and/or Aggrieved Employees may be entitled under any such benefit plans.

4. What claims do I release under the Settlement?

<u>Released Class Claims</u>. As of the Effective Date and upon funding of the Gross Settlement Amount by Navy Federal, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties (the "Class Release").[2] "Released Class Claims" means: (i) all claims, rights, demands, liabilities and causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, during the Class Period, based upon the following categories of allegations: failure to pay minimum, overtime or double time wages (including for alleged rounding, time-shaving, off-the-clock work, preliminary work or postliminary work, time spent undergoing any testing or training of any kind), failure to include bonuses, commissions, shift differentials, or other incentive pay in the regular rate of pay for overtime or double time, failure to provide meal periods, failure to provide rest periods, failure to pay meal or rest period premiums at the regular rate of pay, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, and failure to pay all wages due upon termination of employment ("Alleged Violations"); (ii) all claims for violations of the Industrial Welfare Commission Wage Orders, California Labor Code, and California's unfair business practices laws that arise from the Alleged Violations; and (iii) any potential penalties, interest or attorneys' fees associated with these causes of action or Alleged Violations under California or federal law. The Released Class Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

<u>Released PAGA Claims</u>. As of the Effective Date and upon funding of the Gross Settlement Amount by Navy Federal, Plaintiff, the LWDA, and all Aggrieved Employees shall release the Released Parties from any and all Released PAGA Claims that occurred during the PAGA Period (the "PAGA Release"), irrespective of whether they opted-out of the class settlement. This means that all Aggrieved Employees will be bound by this PAGA Release and will be precluded from bringing claims against Navy Federal for the Released PAGA Claims.

[2] "Released Parties" means Navy Federal and its present and former parent companies, subsidiaries, affiliates, divisions, and joint ventures, and all of their past and present members, officers, directors, employees, agents, servants, owners, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, partners, and profit sharing, savings, health and other employee benefit plans of any nature, the successors of such plans and those plans' respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals.

"Released PAGA Claims" means all PAGA claims alleged in the Operative Complaint in the Action, including claims based on the Alleged Violations, and Plaintiff's PAGA Notice to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Navy Federal about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my settlement payment be?

Calculation of Individual Class Payments to Participating Class Members. The Individual Class Payment for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Navy Federal's records, the Class Member worked at least one-day.

Calculation of Individual PAGA Payments to Aggrieved Employees. Individual PAGA Payments shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out of the class portion of the Settlement. The Individual PAGA Payments will be calculated by dividing the Aggrieved Employee Payment by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period.

Navy Federal's records reflect that you have <<_____>> workweeks worked during the Class Period of September 1, 2021 through May 11, 2025.

Based on this information, your estimated Individual Class Payment is <<_______>>.

Navy Federal's records reflect that you have <<_____>> pay periods worked during the PAGA Period of June 6, 2022, through May 11, 2025.

Based on this information, your estimated Individual PAGA Payment is <<_______>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents to the Settlement Administrator at the address provided in this Notice no later than **_______________ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice]**.

6. How can I get a settlement payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on __________________ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.__________________.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the class portion of the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the class portion of the Settlement, and you will not be bound by its terms.** Aggrieved Employees cannot opt out of the PAGA portion of the Settlement. Accordingly, irrespective of whether you opt out from the Settlement, you will be bound by the PAGA Release, deemed to have released the Released PAGA Claims, and receive an Individual PAGA Payment if you worked for Navy Federal as an non-exempt employee in California during the PAGA Period.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _______________. The address for the Settlement Administrator is 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700. The request for exclusion must state in substance that the Class Member has read this Notice and that they wish to be excluded from the Settlement of the class action lawsuit entitled *Maureen Coffey v. Navy Federal Credit Union, et. al.,* currently pending in San Diego County Superior Court, Case No.37-2023-00034395-CU-OE-NC. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security number, for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____________, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Maureen Coffey v. Navy Federal Credit Union, et. al.*****, San Diego County Superior Court Case No.37-2023-00034395-CU-OE-NC.** You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Notice will be deemed to have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than _______________. The address for the Settlement Administrator is 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:
Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:
Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
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Fax: (619) 599-8291
Email: shani@zakaylaw.com

Counsel for Navy Federal:
Marie Burke Kenny
Ashley Fasano Fawcett
Procopio, Cory, Hargreaves &
Savitch LLP
12544 High Bluff Drive, Suite 400
San Diego, CA 92130
Tel.: (619) 525-3876
Fax.: (619) 398-0176

9. Can I attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _______________, at the San Diego County Superior Court, Department N-28, located at 325 S. Melrose Drive, Vista, CA 9208 before Judge Earl H. Maas. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Maureen Coffey v. Navy Federal Credit Union, et. al.*, San Diego County Superior Court Case No.37-2023-00034395-CU-OE-NC,** Settlement Administrator, 20371 Irvine Avenue, Newport Beach, CA 92660 c/o ___________________.

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the final Judgment or other settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the Settlement Administrator's website at www.___________________.com.

PLEASE <u>DO NOT</u> CALL THE COURT ABOUT THIS NOTICE.

<u>IMPORTANT:</u>

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
Perssia P. Razma (State Bar #351398)
prazma@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Jaclyn M. Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

Attorneys for PLAINTIFF

FILED
Clerk of the Superior Court
AUG 22 2025
By: E. Fernandez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

MAUREEN COFFEY, an individual, on behalf of herself, and on behalf of all persons similarly situated,

Plaintiff,

v.

NAVY FEDERAL CREDIT UNION, an unknown business entity; NAVY FEDERAL FINANCIAL GROUP, LLC, a Virginia limited liability company; NAVY FEDERAL INVESTMENT SERVICES, LLC, a Virginia limited liability company; NAVY FEDERAL TITLE OF CALIFORNIA, INC., a California corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: 37-2023-00034395-CU-OE-NC

[~~PROPOSED~~] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date: July 11, 2025
Time: 1:30 p.m.

Judge: Hon. Earl H. Maas
Dept.: N-28

This matter having come before the Honorable Earl H. Mass of the Superior Court of the State of California, in and for the County of San Diego, at 1:30 p.m. on July 11, 2025, with the attorneys from the JCL Law Firm, APC and Zakay Law Group, APLC, as counsel for Plaintiff Maureen Coffey ("Plaintiff"), and counsel from Procopio, Cory, Hargreaves & Savitch LLP appearing for Defendant Navy Federal Credit Union (hereinafter "Defendant"). The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement Agreement"), a true and correct copy of which is attached to the Declaration of Jean-Claude Lapuyade, Esq. as Exhibit 1. This is based on the Court's determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendant shall pay is One Million, Seven Hundred Thousand Dollars and Zero Cents ($1,700,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive arms-length negotiations.

4. The Court preliminarily finds that the Settlement appears to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. The Court

has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues.

5. Plaintiff seeks a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment in the amount not of not more than Five Hundred Ninety-Six Thousand, Six Hundred Sixty-Six Dollars and Zero Cents ($596,666.00), comprised of one-third of the Gross Settlement Amount for attorney's fees, currently estimated to be Five Hundred Sixty-Six Thousand, Six Hundred Sixty-Six Dollars and Zero Cents ($596,666.00) ***and*** litigation expenses not to exceed Thirty Thousand Dollars and Zero Cents ($30,000.00), and proposed Class Representative Service Award of not more than Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff. While these awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, or Class Representative Service Award until the Final Approval Hearing.

6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other proceeding should this Settlement not become final. For settlement purposes only, the Court conditionally certifies the following Class:

> All current and former non-exempt employees who worked for Defendant Navy Federal Credit Union in California at any time during the period beginning September 1, 2021, through May 11, 2025 ("Class Period").

7. "Aggrieved Employees" means all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period.

8. "PAGA Period" means the period beginning on June 6, 2022, through May 11, 2025.

9. The Court concludes that, for settlement purposes only, the Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the

Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified to act as counsel for the Class Representatives in their individual capacity and as the representative of the Class Members.

10. The Court provisionally appoints Plaintiff Maureen Coffey as the Class Representative.

11. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC, and Shani O. Zakay, Esq. of Zakay Law Group, APLC, as Class Counsel for the Class Members.

12. The Court hereby approves, as to form and content, the proposed Notice of Pendency of Class and Representative Action Settlement and Final Hearing Date ("Notice Packet" or "Notice") attached to the Agreement as Exhibit "A". The Court finds that the Notice Packet appears to fully and accurately inform the Class Members and Aggrieved Employees of all material elements of the proposed Settlement, including the right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Notice Packets substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Notice Packets by first class mail, pursuant to the terms set forth in the Agreement.

13. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data, including information regarding Class Members that Defendant will in good faith compile from its records, including each Class Member's full name, last-known mailing address, Social Security number, and start and end dates of employment as an hourly-paid or non-exempt employee. No later than twenty-one (21) calendar days after preliminary approval, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via first class U.S. Mail.

///

14. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice Packet by following the instructions for requesting exclusion from the Settlement as set forth in the Notice Packet. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed Notice Packet, not more than fifteen (15) days from the original Response Deadline. Any such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

15. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice Packet. Class Members will have forty-five (45) calendar days from the date the Settlement Administrator mails the Notice Packet to postmark their written objections to the Settlement Administrator.

16. A final approval hearing shall be held before this Court on Oct. 10, 2025 **at** 1:30 **AM/PM** in Department N-28 of the San Diego County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Award, and the Settlement Administration Costs. All papers in support of the motion for final approval and the motion for Class Counsel Award, and Class Representative Service Award shall be filed with the Court and served on all counsel no later than 16 court days prior to the Final Approval Hearing.

17. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

Dated: 8-22-25

JUDGE OF THE SUPERIOR COURT
Earl H. Maas III

EXHIBIT 3

Berenice Cervantes

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Thursday, June 12, 2025 5:36 PM
To: Liana Rios
Subject: Thank you for your Proposed Settlement Submission

06/12/2025 05:35:39 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:
https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cliana%40zakaylaw.com%7Cac3ddb3b10e74508150808ddaa12568c%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C638853717965016378%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=9YU8j%2BIigkj%2FtceuXPnY8dbj2se22l1r6agyZUdzfes%3D&reserved=0

EXHIBIT 4

EXHIBIT 5

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of $200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
  - J.D. - 2006
  - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
  - B.A. - 2001
  - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 – 2018
- Super Lawyers 2025 - 2026
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Perssia Razma, **Esq**.
California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
    - J.D. - 2023
- **San Diego State University**
    - B.A. – 2020
    - Major: Psychology

Sydney Castillo-Johnson, **Esq**.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Wester School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
    - J.D.- 2022
    - Honors:
        - Dean's Honor List: Spring 2021, Fall 2021
        - Public Service Honor Society Fall 2021
        - 3L Academic Merit Scholarship
        - Dean's Diversity, Service, and Leadership Scholarship
    - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
    - B.A. – 2018
    - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.,* 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC,* Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a $1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.,* San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a $450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.,* Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a $900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC,* Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a $372,500.00 class action and PAGA action settlement for, *inter alia,* failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.,* Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a $750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.,* Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a $220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a $180,000.00 class action and PAGA action settlement for, *inter alia,* failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.,* Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a $495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, In*c., *et al.,* Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a $200,000.00 class action and PAGA action settlement for, *inter alia,* unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.,* Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a $144,000.00 class action and PAGA action settlement for, *inter alia,* unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC,* Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon Elihu M. Berle approved a $160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.,* Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a $1,450,000.00 class action and PAGA action settlement for, *inter alia,* failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy,* San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a $980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.,* San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a $175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a $270,000.00 class action and PAGA action settlement for, *inter alia,* unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.,* Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a $225,000.00 class action and PAGA action settlement for, *inter alia,* unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.,* San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a $315,000.00 class action and PAGA action settlement for, *inter alia,* unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC,* Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a $700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.,* San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a $300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.,* Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a $585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.,* Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a $250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC,* San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a $160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a $550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda),* San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a $300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a $350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a $330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a $850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a $2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a $1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a $1.8 million dollar class action and PAGA action settlement for, *inter alia,* unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR,* San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a $1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.,* San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a $1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq, as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.,* Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved $550 billing rate and appointed Jean-Claude Lapuyade, Esq, as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for $700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.,* Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved $550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez* v. *RSI Home Products, Inc.,* San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a $1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management,* Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.,* Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for*, inter alia,* missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.,* Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia,* unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England,* San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia,* off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.,* San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.,* Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.,* San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.,* San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia,* missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.,* United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.,* Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.,* San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon, Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc. San Diego Superior Court,* Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC,* San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal*, Inc. San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements,* Inc., Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);