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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

**[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

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

8 **IT IS HEREBY ORDERED:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12
13
14 Dated: _____

JUDGE OF THE SUPERIOR COURT