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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN DIEGO**

15 MAUREEN COFFEY, an individual, on behalf
16 of himself, and on behalf of all persons similarly
17 situated,

18 Plaintiff,

19 v.

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

28 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**

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

6 **I. DEFINITIONS**

- 7 A. “Action” means the putative class and representative action lawsuit designated
8 *Maureen Coffey v. Navy Federal Credit Union, et al.*, San Diego County Superior
9 Court, Case No. 37-2023-00034395-CU-OE-CTL, filed August 11, 2023, as amended
10 pursuant to Plaintiff’s First Amended Complaint filed on July 18, 2024.
- 11 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
12 Class and PAGA Action Claims and Release of Claims.
- 13 C. “Aggrieved Employees” means all current and former non-exempt employees who
14 worked for Defendant Navy Federal Credit Union in California at any time during the
15 PAGA Period.
- 16 D. “Aggrieved Employee Payment” means the twenty-five percent (25%) of the PAGA
17 Payment, currently estimated to be \$20,000.00, that will be distributed to the
18 Aggrieved Employees as described in this Agreement.
- 19 E. “Class” or the “Class Members” means all current and former non-exempt employees
20 who worked for Defendant Navy Federal Credit Union in California at any time
21 during the Class Period.
- 22 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
23 Shani O. Zakay, Esq. of Zakay Law Group, APLC.
- 24 G. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
25 mean the amounts allocated to Class Counsel for reimbursement or reasonable
26 attorneys’ fees and expenses, respectively, that the Court authorizes to be paid to
27 Class Counsel as reimbursement for the reasonable attorneys’ fees and expenses
28 incurred to prosecute the Action on behalf of Plaintiff, the Class Members and the

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

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

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

14 J. "Class Representative" means plaintiff Maureen Coffey.

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

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

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

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

1 and Judgment, the date sixty (60) days after such reconsideration, appeal or review
2 has been finally concluded.

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

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

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

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

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

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

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

26 V. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the
27 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
28

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

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

6 X. “Operative Complaint” means the First Amended Complaint filed by Plaintiff on July
7 18, 2024, in the San Diego County Superior Court.

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

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

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

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

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

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

20 EE. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
21 Plaintiff or Defendant, individually.

22 FF. “Pay Period” means any consecutive period spanning from the 1st to the 15th or the
23 16th to the end of any month in which an Aggrieved Employee was employed by
24 Defendant during the PAGA Period in California.

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

- 1 HH. "Plaintiff" means Plaintiff Maureen Coffey.
- 2 II. "Preliminary Approval" or "Preliminary Approval Order" means the Court's order
3 preliminarily approving the proposed Settlement.
- 4 JJ. "QSF" means the Qualified Settlement Fund established, designated, and maintained
5 by the Settlement Administrator to fund the Gross Settlement Amount.
- 6 KK. "Released Class Claims" means: (i) all claims, rights, demands, liabilities and causes
7 of action that were alleged, or reasonably could have been alleged, based on the facts
8 stated in the Action, during the Class Period, based upon the following categories of
9 allegations: failure to pay minimum, overtime or double time wages (including for
10 alleged rounding, time-shaving, off-the-clock work, preliminary work or postliminary
11 work, time spent undergoing any testing or training of any kind), failure to include
12 bonuses, commissions, shift differentials, or other incentive pay in the regular rate of
13 pay for overtime or double time, failure to provide meal periods, failure to provide
14 rest periods, failure to pay meal or rest period premiums at the regular rate of pay,
15 failure to provide accurate itemized wage statements, failure to maintain accurate
16 records, failure to reimburse business expenses, and failure to pay all wages due upon
17 termination of employment ("Alleged Violations"); (ii) all claims for violations of
18 the Industrial Welfare Commission Wage Orders, California Labor Code, and
19 California's unfair business practices laws that arise from the Alleged Violations;
20 and (iii) any potential penalties, interest or attorneys' fees associated with these causes
21 of action or Alleged Violations under California or federal law. The Released Class
22 Claims expressly exclude all other claims, including claims for vested benefits,
23 wrongful termination, unemployment insurance, disability, social security, workers'
24 compensation, and class claims outside of the Class Period.
- 25 LL. "Released PAGA Claims" means all claims for PAGA civil penalties during the
26 PAGA Period that were alleged, or reasonably could have been alleged, based on the
27 facts stated in the Operative Complaint in the Action and Plaintiff's PAGA Notice to
28 the LWDA. The Released PAGA Claims expressly excludes all other claims,

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

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

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

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

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

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

24 RR. "Settlement Administrator" means Apex Class Action LLC, located at 20371 Irvine
25 Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700. The Settlement
26 Administrator establishes, designates, and maintains, as a QSF under Internal
27 Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which
28 the amount of the Gross Settlement Amount is deposited for the purpose of resolving

1 the claims of Participating Class Members. The Settlement Administrator shall
2 maintain the funds until distribution in an account(s) segregated from the assets of
3 Defendant and any person related to Defendant. *All accrued interest shall be paid*
4 *and distributed to the Participating Class Members as part of their respective*
5 *Individual Class Payment.*

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

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

12 **II. RECITALS**

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

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

- 18 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §17200 *et seq*;
- 19 2. Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197
20 & 1197.1;
- 21 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq*;
- 22 4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
23 226.7 & 512 and the Applicable IWC Wage Order;
- 24 5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§
25 226.7 & 512 and the Applicable IWC Wage Order;
- 26 6. Failure to Reimburse Employees for Required Expenses in Violation of Cal.
27 Lab. Code § 2802;

1 7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201,
2 202 And 203;

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

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

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

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

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

19 G. Defendant’s Denial of Wrongdoing. Defendant generally and specifically denies any
20 and all liability or wrongdoing of any kind associated with the claims alleged in the
21 Action, disputes that any wages, damages and penalties claimed by Plaintiff, alleged
22 in the Operative Complaint, and alleged in Plaintiff’s PAGA Notice are owed, and
23 further contends that the Action is not appropriate for class or representative
24 treatment, other than for the limited purpose of effectuating this Settlement.
25 Defendant asserts a number of defenses to the alleged claims, and contends, among
26 other things, that it has made substantial good faith efforts to comply with the
27 California Labor Code and the Industrial Welfare Commission Wage Orders at all
28 times during the Class Period. Defendant asserts that it adopted a comprehensive

1 timekeeping and meal period compliance program many years before Plaintiff
2 initiated the Action, including procedures to encourage employees to report all
3 timekeeping and meal or rest period issues and require supervisors and payroll
4 employees to address and correct any such issues. Neither this Agreement, nor any
5 document referred to or contemplated herein, nor any action taken to carry out this
6 Agreement is or may be construed as a concession, admission, or indication by or
7 against Defendant, or any of the Released Parties, of any fault, wrongdoing, or
8 liability whatsoever. This Agreement is not a concession or admission by Defendant
9 that Plaintiff can serve as an adequate class representative, except for the limited
10 purpose of effectuating this Settlement. There has been no determination by any court
11 as to the merits of the claims Plaintiff asserts against Defendant or whether a class
12 should be certified for any purpose other than settlement.

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

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

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

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

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

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

26 M. The Parties agree to certification of the Class for purposes of this Settlement only. If
27 for any reason the settlement does not become effective, Defendant reserves the right
28 to contest certification of any class for any reason and reserves all available defenses

1 to the claims in the Action. The Settlement, this Agreement, and the Parties'
2 willingness to settle the Action will have no bearing on and will not be admissible in
3 connection with any litigation.

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

5 **III. TERMS OF AGREEMENT**

6 A. Defendant's Settlement Consideration and Payment.

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

19 2. Class Size. Defendant estimated that the Class was comprised of
20 approximately 1,425 non-exempt employees who collectively worked
21 approximately 150,180 Workweeks in California during the Class Period.
22 Within thirty (30) calendar days of the end of the Class Period (i.e., June 10,
23 2025), Defendant shall submit the Class Data to the Settlement Administrator.
24 The Settlement Administrator will independently calculate the number of
25 Class Members and the total number of Workweeks worked by such Class
26 Members no later than thirty (30) calendar days prior to the filing of the
27 Motion for Preliminary Approval. No later than seven (7) calendar days prior
28 to the filing of the Motion for Preliminary Approval, the Settlement

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

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

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

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

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

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

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

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

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

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

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

4 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
5 and shall not be admissible in any judicial, administrative, or arbitral
6 proceeding for any purpose or with respect to any issue, substantive or
7 procedural;

8 2. The conditional class certification (obtained for any purpose) shall be void *ab*
9 *initio* and of no force or effect, and shall not be admissible in any judicial,
10 administrative, or arbitral proceeding for any purpose or with respect to any
11 issue, substantive or procedural; and

12 3. None of the Parties to this Settlement will be deemed to have waived any
13 claims, objections, defenses, or arguments in the Action, including with
14 respect to the issue of class certification.

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

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

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

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

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

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

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

27 L. Notice Procedure.
28

1 b) The Notice Packet’s mailing envelope shall include the following
2 language: “IMPORTANT LEGAL DOCUMENT- YOU MAY BE
3 ENTITLED TO PARTICIPATE IN A CLASS ACTION
4 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
5 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
6 NOTICE.”

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

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

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

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

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

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

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

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

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

13 M. Allocation of the Gross Settlement Amount.

14 1. Calculation of Individual Class Payments. Individual Class Payments shall
15 be paid from the Net Settlement Amount and shall be paid pursuant to the
16 formula set forth herein. Using the Class Data, the Settlement Administrator
17 shall add up the total number of Workweeks for all Class Members. The Net
18 Settlement Amount shall then be divided by the total number of Workweeks
19 to determine the dollar value of each Workweek (“Workweek Value”). Each
20 Class Member’s estimated Individual Class Payment shall be calculated by
21 multiplying the number of Workweeks a Class Member worked during the
22 Class Period by the Workweek Value. Each Individual Class Payment will be
23 reduced by any legally mandated employee tax withholdings (e.g., employee
24 payroll taxes, etc.) related to the Wage Portion (defined in Section III.M.3
25 below). Individual Class Payments for Class Members who submit valid and
26 timely Requests for Exclusion will be redistributed to Participating Class
27 Members on a pro rata basis based on their respective Class Payment Ratios.
28

- 1 2. Calculation of Individual PAGA Payments. Using the Class Data, the
2 Settlement Administrator shall add up the total number of PAGA Pay Periods
3 for all Aggrieved Employees during the PAGA Period. The Aggrieved
4 Employee Payment shall then be divided by the total number of PAGA Pay
5 Periods to determine the dollar value of each PAGA Pay Period (“PAGA Pay
6 Period Value”). Each Aggrieved Employee’s estimated Individual PAGA
7 Payment shall be then calculated by multiplying the number of PAGA pay
8 periods worked by an Aggrieved Employee during the PAGA Period by the
9 PAGA Pay Period Value.
- 10 3. Allocation of Individual Class Payments. For tax purposes, Individual
11 Settlement Payments shall be allocated and treated as 20% wages (“Wage
12 Portion”) and 40% penalties (“Penalties Portion”), and 40% pre-judgment
13 interest (“Interest Portion”). The Wage Portion of the Individual Class
14 Payments shall be reported on an IRS Form W-2, which shall be issued by the
15 Settlement Administrator. The Penalty Portion and Interest Portion of the
16 Individual Class Payments shall be reported on an IRS Form 1099-MISC,
17 which shall be issued by the Settlement Administrator.
- 18 4. Allocation of Individual PAGA Payments. For tax purposes, Individual
19 PAGA Payments shall be allocated and treated as 100% penalties and shall be
20 reported on an IRS Form 1099-MISC by the Settlement Administrator.
- 21 5. No Credit Toward Benefit Plans. The Individual Class Payments and
22 Individual PAGA Payments made to Participating Class Members and/or
23 Aggrieved Employees under this Settlement Agreement, as well as any other
24 payments made pursuant to this Settlement Agreement, will not be utilized to
25 calculate any additional benefits under any benefit plans to which any Class
26 Members may be eligible, including, but not limited to profit-sharing plans,
27 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
28 plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention

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

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

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

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

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

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

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

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

- 21 11. PAGA Payment. Eighty Thousand Dollars and Zero Cents (\$80,000.00) shall
22 be allocated from the Gross Settlement Amount for settlement of the Released
23 PAGA Claims. The Settlement Administrator shall pay seventy-five percent
24 (75%) of the PAGA Payment (\$60,000) to the LWDA no later than fifteen
25 (15) calendar days after the Effective Date (the "LWDA Payment"). Twenty-
26 five percent (25%) of the PAGA Payment (\$20,000) will be distributed to the
27 Aggrieved Employees as described in this Agreement (the "Aggrieved
28 Employee Payment"). Each Aggrieved Employee shall receive an Individual

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

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

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

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

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

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

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

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

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

25 R. Plaintiff's Individual Claims. In addition to this Agreement and the claims Plaintiff is
26 releasing hereby, Plaintiff is entering into a separate individual settlement agreement,
27 which shall provide for a separate individual payment, and which shall provide for an
28 additional broad release, including a waiver of Civil Code Section 1542. That release,

1 waiver and discharge of all claims shall include, but will not be limited to, any and all
2 claims arising out of Plaintiff's employment with Defendant, as well as additional
3 claims described in the individual settlement agreement, which are separate and
4 different from the claims alleged in the Action. The Parties acknowledge such approval
5 of this Agreement may require disclosure of Plaintiff's individual settlement
6 agreement, and consent to same for that limited purpose.

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

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

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

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

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

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

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

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

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

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

1 deemed severed, and the remaining provisions of the Agreement shall remain valid
2 and enforceable.

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

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

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

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

2 DATED: 05/20/2025

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

3 MAUREEN COFFEY

4
5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

6 DATED: May 30, 2025

Signed by:
Kayla Robinson
8CA9261F81BD408...

NAVY FEDERAL CREDIT UNION

8 Kayla Robinson

9 Printed Name

10 Assistant General Counsel

11 Title

12 IT IS SO AGREED AS TO FORM BY COUNSEL:

13
14 DATED: May 21, 2025

JCL LAW FIRM, A.P.C.

15 By: 

16 Attorneys for Plaintiff and the Class Members

17
18 DATED: May 21, 2025

ZAKAY LAW GROUP, APLC

19 By: 

20 Attorneys for Plaintiff and the Class Members

21
22 DATED: June 4, 2025

PROCOPIO, CORY, HARGREAVES & SAVITCH
LLP

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

24 Marie Burke Kenny

25 Attorney for Defendant Navy Federal Credit Union

26
27
28

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 [REDACTED].
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?..... Page 1
2. What is the lawsuit about?..... Page 2
3. What are the terms of the Settlement?..... Page 2
4. What claims do I release under the Settlement?..... Page 4
5. How much will my settlement payment be? Page 5
6. How can I get a settlement payment?..... Page 5
7. What if I don't want to be a part of the Settlement? Page 5
8. How do I tell the Court that I would like to challenge the Settlement? Page 6
9. Can I attend the Final Approval Hearing?..... Page 9
10. How do I get more information about the Settlement? Page 7

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.**

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 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?

Released Class Claims. 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.

Released PAGA Claims. 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 a 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 [REDACTED]. 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 [REDACTED]. 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
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Savitch LLP
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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 DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- 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.