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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

14  
15 MAUREEN COFFEY, an individual, on behalf  
of herself, and on behalf of all persons similarly  
16 situated,

17 Plaintiffs,

18 v.

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

23  
24 Defendants.

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

**ORDER GRANTING FINAL APPROVAL**

Date: December 19, 2025  
Time: 1:30 p.m.

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

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and  
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award  
3 and Service Award duly came on for hearing on December 19, 2025, before the above-entitled  
4 Court. Zakay Law Group, APLC, and the JCL Law Firm, APC, appeared on behalf of Plaintiff  
5 Maureen Coffey ("Plaintiff"). Procopio, Cory, Hargreaves & Savitch LLP appeared on behalf of  
6 Defendant Navy Federal Credit Union (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

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

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

13 2. This Court has jurisdiction over the subject matter of this litigation pending  
14 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2023-  
15 00034395-CU-OE-CTL, entitled *Coffey v. Navy Federal Credit Union, et al.*, and over all Parties  
16 to this litigation, including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On August 22, 2025, the Court granted preliminary approval of a class-wide  
19 settlement. At this same time the court approved certification of a provisional settlement class for  
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and  
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Class Notice was  
24 mailed by first class mail to the Class Members at their last known addresses on September 29,  
25 2025. Mailing of the Class Notice to their last known addresses was the best notice practicable under  
26 the circumstances and was reasonably calculated to communicate actual notice of the litigation and  
27 the proposed settlement to the members of the Class Members. The Court finds that the Class Notice  
28 provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1                   5.       The Response Deadline for opting out or objecting was November 13, 2025.  
2 There was an adequate interval between notice and deadline to permit Class Members to choose  
3 what to do and act on their decision. No Class Members objected. One Class Member requested  
4 exclusion. The name of the individual who requested exclusion is Ogechukwu Monye.

5 **Fairness Of The Settlement**

6                   6.       The Agreement provides for a Gross Settlement Amount of \$1,700,000.00.  
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48  
8 Cal.App.4th 1794, 1801.)

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

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

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

17                   d.       No objections were received. One request for exclusion was received.

18                   e.       The participation rate is high. 99.93% of Class Members will be  
19 participating in the Settlement and will be sent settlement payments.

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

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

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1 **PAGA Payment**

2           9.       The Agreement provides for a PAGA Payment in the amount of \$80,000.00.  
3 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and  
4 the allocation of \$60,000.00 to the Labor and Workforce Development Agency (“LWDA Payment”) and  
5 \$20,000.00 to Aggrieved Employees (“Aggrieved Employee Payment”) is fair and reasonable  
6 and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th  
7 56.

8 **Class Counsel Award**

9           10.       The Agreement provides for a payment for Class Counsel Award in the  
10 amount of up to Five Hundred Ninety-Six Thousand, Six Hundred Sixty-Six Dollars and Zero Cents  
11 (\$596,666.00). Subject to Court approval, the Class Counsel Award consists of Class Counsel Fees  
12 Payment equal to one-third of the Gross Settlement Amount, or Five Hundred Sixty-Six Thousand,  
13 Six Hundred Sixty-Six Dollars and Zero Cents (\$566,666.00) and reimbursement of Class Counsel  
14 Litigation Expenses in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00).

15           11.       Five Hundred Eighty-Nine Thousand, Four Hundred Forty-Six Dollars and  
16 Twenty-Nine Cents (\$589,446.29) for the Class Counsel Award comprised of Class Counsel Fees  
17 Payment equal to one-third of the Gross Settlement Amount, or Five Hundred Sixty-Six Thousand,  
18 Six Hundred and Sixty-Six dollars and Zero Cents (\$566,666.00) and reimbursement of Class  
19 Counsel Litigation Expenses in the amount of Twenty-Two Thousand, Seven Hundred Eighty  
20 Dollars and Twenty-Nine Cents (\$22,780.29) is reasonable in light of the contingent nature of Class  
21 Counsel’s fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The  
22 requested attorneys’ fee award represents one-third of the common fund, which is reasonable, and  
23 is supported by Class Counsel’s lodestar.

24 **Service Awards**

25           12.       The Agreement provides for a Service Award of up to Ten Thousand Dollars  
26 and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court’s approval. The Court finds that the  
27 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is reasonable in light of  
28 the risks and burdens undertaken by the Plaintiff in this class action litigation.

1 **Settlement Administration Costs**

2 13. The Agreement provides for Settlement Administration Costs to be paid in  
3 an amount not to exceed \$12,890.00. The Declaration of the Administrator provides that the actual  
4 Settlement Administration Costs were \$12,890.00. The amount of this payment is reasonable in light  
5 of the work performed by the Administrator.

6 **II.**

7 **ORDERS**

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

9 1. The Class is certified for the purposes of settlement only. The Class is hereby  
10 defined to include:

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

14 2. There are 1,451 members of the Class. Every person in the Class who did  
15 not opt out is a Settlement Class Member. After providing Notice to the Class, there is one opt-out  
16 to the Settlement.

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

20 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In  
21 exchange the Settlement Class Members shall release the “Released Parties” from the “Released  
22 Class Claims” and Plaintiff and the state of California shall release the “Released Parties” from the  
23 “Released PAGA Claims.”

24 a. The “Released Parties” means Defendant and its present and former  
25 parent companies, subsidiaries, affiliates, divisions, and joint ventures, and all of their past and  
26 present members, officers, directors, employees, agents, servants, owners, executors, administrators,  
27 general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees,  
28 assigns, registered representatives, attorneys, insurers, partners, and profit sharing, savings, health

1 and other employee benefit plans of any nature, the successors of such plans and those plans’  
2 respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons  
3 acting on their behalf, and each of them, and the predecessors and successors, assigns and legal  
4 representatives of all such entities and individuals.

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

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

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1           5.       Class Counsel are awarded the Class Counsel Award in the amount of Five  
2 Hundred Eighty-Nine Thousand, Four Hundred Forty-Six Dollars and Twenty-Nine Cents  
3 (\$589,446.29) comprised of Class Counsel Fees Payment in the amount of Five Hundred Sixty-Six  
4 Thousand, Six Hundred Sixty-Six Dollars and Zero Cents (\$566,666.00) and reimbursement of  
5 Class Counsel Litigation Expenses in the amount of Twenty-Two Thousand, Seven Hundred Eighty  
6 Dollars and Twenty-Nine Cents (\$22,780.29). Class Counsel shall not seek or obtain any other  
7 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

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

10          7.       The payment of \$12,890.00 to the Administrator for the Settlement  
11 Administration Costs is approved.

12          8.       The PAGA Payment of \$80,000.00 is hereby approved as fair, reasonable,  
13 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court  
14 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any  
15 fraud or collusion.

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

18          10.      Final Judgment shall also bind Plaintiff, acting on behalf of the State of  
19 California and all Aggrieved Employees, pursuant to the California Private Attorneys General Act  
20 (“PAGA”).

21          11.      The Court further finds and determines that Class Counsel satisfied California  
22 Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising  
23 under the Private Attorneys General Act (“PAGA”) on June 12, 2025, and again on November 20  
24 2025.

25          12.      The Court orders Class Counsel to comply with California Labor Code §  
26 2699(1)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court’s  
27 entry of this Order.

28       ///

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

16           14.     Notice of entry of this Final Approval Order and Judgment shall be given to  
17 Class Counsel on behalf of Plaintiff and all Settlement Class Members. It shall not be necessary to  
18 send notice of entry of this Final Approval Order and Judgment to individual Settlement Class  
19 Members and the Final Approval Order and Judgment shall be posted on the Administrator's  
20 website as indicated in the Class Notice.

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

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

17. The Court sets a compliance hearing for **December 4, 2026, at 1:30pm** in Department 28.

**IT IS SO ORDERED.**

DATED: February 10, 2026



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Hon. Earl H. Maas, III  
JUDGE OF THE SUPERIOR COURT