

Exhibit G

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

JEFFREY STEPHENSON and BILLY SMITH II, individually, on behalf of himself and all others similarly situated,

Plaintiffs,

vs.

NAVY FEDERAL CREDIT UNION,

Defendant.

Case No. **3:23-CV-01851-WQH-KSC**

**[PROPOSED] ORDER GRANTING
ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT
AND ENTERING FINAL
JUDGMENT**

Hon. William Q. Hayes
Hon. Karen S. Crawford

Date: TBD
Time: TBD
Courtroom: 14B

Before the Court is Plaintiffs' unopposed motion to certify a settlement class, grant final approval of the proposed class action settlement, and enter final judgment in this action (Plaintiffs' Unopposed Motion) (ECF No. __), the terms of which are set forth in a Settlement Agreement with accompanying exhibits.

On [REDACTED], 2025, the Court entered a Preliminary Approval Order. Among other things, the Preliminary Approval Order (i) preliminarily approved the Settlement; (ii) determined that, for purposes of the settlement only, the Action should proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; (iii) appointed Plaintiffs as Class Representatives; (iv) appointed as Class Counsel for the Settlement Classes: Scott Edelsberg and Adam Schwartzbaum of Edelsberg Law, P.A.; Edwin E. Elliott of Shamis & Gentile, P.A.;

1 and Sophia Gold and Jeffrey D. Kaliei of Kaliei Gold PLLC; (v) preliminarily
2 approved the form and manner of the Notice Program, the Claims process, and the
3 Plan of Allocation; and (vi) set a hearing date to consider Final Approval of the
4 Settlement. The Court has considered the Agreement, papers filed, and proceedings
5 held in connection with the Settlement, and all the other files, records, proceedings
6 in the Action, and arguments of counsel. Having fully considered the matter, the
7 Court GRANTS Plaintiffs' Motion under Federal Rule of Civil Procedure 23(e) as
8 follows:
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12 1. This Court has jurisdiction over the subject matter of the Action and over
13 all parties to the Action, including all Settlement Class Members.

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15 2. This Order incorporates the definitions in the Settlement Agreement,
16 and all capitalized terms used in this Order have the same meanings as set forth in the
17 Settlement Agreement, unless otherwise defined herein.

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19 3. **Class Certification for Settlement Purposes Only.** The Court
20 reaffirms its earlier findings that class certification is appropriate for settlement
21 purposes and hereby certifies the following Settlement Classes for purposes of
22 judgment on the Settlement only:
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24 **Written Explanation Settlement Class.** All Accountholders whose
25 claims of unauthorized electronic fund transfers were denied by Navy
26 Federal Credit Union between October 10, 2022, and the date the Court
27 grants preliminary approval of the Settlement

28 **Document Request Settlement Subclass.** All Accountholders in the
Written Explanation Settlement Class who requested documents Navy
Federal relied on in making its determination and who did not receive
them.

1 4. Excluded from the Settlement Classes are (1) any judge presiding over
2 this Action and members of their families; and (2) Defendant, its subsidiaries, parent
3 companies, successors, predecessors, and any entity in which Defendant or its parents
4 have a controlling interest and their current or former officers, directors, agents,
5 attorneys, and employees and any member of the Settlement Class who submitted a
6 timely and valid request for exclusion.
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9 5. **Final Settlement Approval.** The Settlement is in all respects fair,
10 reasonable, and adequate, including the releases, Claims process, and Plan of
11 Allocation. The Court makes final its preliminary findings that, for purposes of
12 settlement only, the Settlement satisfies the requirements of Rule 23.
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14 6. In reaching this conclusion, the Court considered the complexity,
15 expense, and duration of the litigation, the Settlement Classes' reaction to the
16 Settlement, and the result achieved. The Agreement was the product of informed,
17 arms-length negotiations among competent, able counsel. The Settlement was made
18 based upon a record that is sufficiently developed to have enabled the Parties to
19 adequately evaluate and consider their positions.
20

21 7. The Settlement provides sufficient benefits to Settlement Class
22 Members in consideration of the maximum statutory damages set out in the
23 Electronic Funds Transfer Act. [In addition, there were no objections to the
24 Settlement, and there were a small number of opt-outs, indicating an overwhelming
25 positive reaction from the Settlement Class].
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1 8. The Claims process and Plan of Allocation are fair, reasonable, and
2 adequate.
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4 9. **Class Notice.** The Settlement Administrator completed the delivery of
5 Notice to the Settlement Class according to the Agreement terms. This Notice was
6 the best notice practicable under the circumstances, and constituted due and sufficient
7 notice of the proceedings and matters set forth therein, to all persons entitled to notice.
8 The Notice and the Notice Program fully satisfied the requirements of due process,
9 Federal Rule of Civil Procedure 23, and all other applicable law and rules.
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12 10. **Class Action Fairness Act Notice.** The Settlement Administrator
13 satisfied all notices and requirements of the Class Action Fairness Act of 2005
14 (CAFA), 28 U.S.C. § 1715. The Court has reviewed such notification and
15 accompanying materials and finds that the notification complies fully with the
16 applicable CAFA requirements. [No written objection or response to the Settlement
17 was filed by any federal or state official, including any recipient of the foregoing
18 notices. No federal or state official, including any recipient of the foregoing notices,
19 appeared or requested to appear at the Fairness Hearing.]
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23 11. **Class Representatives and Class Counsel.** The appointment of the
24 Plaintiffs Jeffrey Stephenson and Billy Smith II as Class Representatives is affirmed.
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26 12. The appointment of Scott Edelsberg and Adam Schwartzbaum of
27 Edelsberg Law, P.A.; Edwin E. Elliott of Shamis & Gentile, P.A.; and Sophia Gold
28 and Jeffrey D. Kaliei of Kaliei Gold PLLC is affirmed.

1 13. The Class Representatives and Class Counsel have fairly and adequately
2 represented and will continue to adequately represent and protect the interests of
3 Settlement Class Members in connection with the Settlement.
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5 14. **Opt Outs.** A list of the individuals who have opted out of the Settlement
6 is attached hereto as **Exhibit A**. Those individuals will not be bound by the Settlement
7 or the Releases contained therein.
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9 15. **Implementation of Settlement.** Because the Court approves the
10 Settlement set forth in the Settlement Agreement as fair, reasonable, and adequate,
11 the Court authorizes and directs that the Parties and the Settlement Administrator
12 implement the Settlement according to the Agreement terms.
13

14 16. If, consistent with the Plan of Allocation set forth in the Settlement
15 Agreement, any Residual Funds remain after the first distribution, the Residual Funds
16 will reimburse Defendant for Settlement Administration Expenses. Any remaining
17 Residual Funds after reimbursing Defendant will go to an appropriate *cy pres*
18 recipient, either a consumer protection or financial services charity, to be decided by
19 the Court. All Parties to this Action, and all Settlement Class Members, are bound
20 by the Settlement as set forth in the Settlement Agreement and this Order.
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24 17. **Releases.** Upon the Effective Date, the Releasing Parties fully and
25 irrevocably release and forever discharge All Released Claims against the Released
26 Parties. The Released Claims are dismissed with prejudice and released regardless
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1 of whether these claims are known or unknown, actual or contingent, liquidated or
2 unliquidated.
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4 18. Upon the Effective Date, the Plaintiffs shall be deemed to have, and by
5 operation of the Final Judgment shall have, fully, finally, and forever agreed to
6 Plaintiffs' General Release.
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8 19. **No Admissions.** Neither the Settlement Agreement, nor this Order, nor
9 the fact of the Settlement, is an admission or concession by Defendant or the Released
10 Parties of any fault, wrongdoing or liability whatsoever, or as an admission of the
11 appropriateness of class certification for trial or dispositive motion practice. This
12 Order is not a finding of the validity or invalidity of any of the claims asserted or
13 defenses raised in the Action. Nothing relating to the Settlement shall be offered or
14 received in evidence as an admission, concession, presumption or inference against
15 Defendant or the Released Parties in any proceeding, other than such proceedings as
16 may be necessary to consummate or enforce the Settlement Agreement or to support
17 a defense based on principles of res judicata, collateral estoppel, release, good faith
18 settlement, judgment bar or reduction, or any other theory of claim preclusion or issue
19 preclusion or similar defense.
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24 20. **Continuing Jurisdiction.** The Court hereby retains and reserves
25 exclusive jurisdiction over: (a) implementation of this Settlement and any
26 distributions from the Settlement Fund; (b) the Action, until the Effective Date, and
27 until each and every act agreed to be performed by the Parties shall have been
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1 performed pursuant to the terms and conditions of the Settlement Agreement,
2 including the exhibits appended thereto; and (c) all Parties, for the purpose of
3 enforcing and administering the Settlement.
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5 21. In the event that the Effective Date of the Settlement Agreement, does
6 not occur, the Settlement shall be rendered null and void to the extent provided by
7 and in accordance with the Settlement Agreement, and this Order shall be vacated. In
8 such event, all orders entered and releases delivered in connection with the Settlement
9 shall be null and void and the Action shall return to its status immediately prior to
10 execution of the Settlement Agreement.
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12 22. **Final Judgment.** Judgment shall be, and hereby is, entered dismissing
13 the Action with prejudice, on the merits, and without taxation of costs in favor of or
14 against any Party.
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16 23. With the exception of those listed on Exhibit A, the Court adjudges that
17 the Class Representatives and all Settlement Class Members shall be bound by this
18 Final Approval Order.
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20 24. There being no just reason for delay, the Clerk of Court is hereby
21 directed to enter final judgment forthwith pursuant to Rule 54(b) of the Federal Rules
22 of Civil Procedure.
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1 IT IS SO ORDERED.

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3 DATED:

4 Hon. William Q. Hayes
United States District Court Judge