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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

TIMOTHY SOUTH and KARI-ANNE
SHORT, individually and on behalf of all
others similarly situated;

Plaintiff,

v.

ONPOINT COMMUNITY CREDIT UNION;

Defendant.

Case No. 21CV06289

**ORDER GRANTING PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF
CLASS SETTLEMENT**

Assigned to: Hon. Shelley Russell

WHEREAS, Plaintiffs Timothy South and Kari-Anne Short, individually and on behalf of a proposed Settlement Class, and Defendant OnPoint Community Credit Union (“OnPoint”), all acting by and through their respective counsel, have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Settlement Agreement; and

WHEREAS, this Court preliminarily approved the Settlement Agreement, certified the Settlement Class, and ordered that notice of the Settlement be sent to the Class;

NOW, THEREFORE, based upon the Settlement Agreement, upon all of the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that the proposed Settlement described in the Settlement Agreement should be finally approved as fair, reasonable, and consistent with precedent concerning class settlements in Oregon;

1 IT IS HEREBY ORDERED THAT:

2 1. This Order incorporates by reference the definitions in the Settlement Agreement
3 and Release, dated August 17, 2022, entered into between the parties (“Settlement Agreement”)
4 and the Preliminary Approval Order, dated December 6, 2022, and all terms used herein shall have
5 the same meaning as set forth in the Settlement Agreement and the Preliminary Approval Order.

6 2. The Court has jurisdiction over the subject matter of this action and personal
7 jurisdiction over the Parties, including the Named Plaintiffs and Settlement Class Members.

8 3. The Court finally approves the Settlement, finding that the Settlement is sufficiently
9 fair, reasonable, and consistent with precedent concerning class settlements in Oregon to warrant
10 final approval, but such finding is not to be deemed as an admission of fault or liability by
11 Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing
12 or of any violation of law by Defendant. Defendant shall maintain all rights to assert that but for
13 settlement purposes, the Action should not be certified as a class.

14 4. The Settlement Class, as defined in the Settlement Agreement, meets all the
15 requirements for certification of a class, for settlement purposes only. Accordingly, the Court
16 certifies for settlement purposes the following classes (collectively, the “Settlement Class”):

17 “OON Inquiry Fee Class”: those members of Defendant who were charged OON
18 Inquiry Fees between February 19, 2015 through February 28, 2021.

19 “Retry NSF/Overdraft Fee Class”: those members of Defendant who were charged
20 Retry NSF/Overdraft Fees between February 19, 2015 through October 30, 2019.

21 Excluded from the Settlement Class are Defendant, its parents, subsidiaries, affiliates, officers and
22 directors, all Potential Settlement Class Members who make a timely election to be excluded, and
23 all judges assigned to this litigation and their immediate family members.

24 5. The Court finds that the terms of the Settlement are fair, adequate, and consistent
25 with precedent concerning class settlements in Oregon. In so finding, the Court finds the
26 Settlement presumptively fair because it was the product of arms’-length bargaining with the

1 benefit of discovery, and the amount of the Settlement is fair and reasonable.

2 6. The Court finds that, for purposes of settlement: (a) the number of members of the
3 Settlement Class is so numerous that joinder is impracticable; (b) there are questions of law and
4 fact common to the members of the Settlement Class; (c) the claims of the Named Plaintiffs are
5 typical of the claims of the members of the Settlement Class; (d) the Named Plaintiffs are adequate
6 representatives for the Settlement Class, and have retained experienced and adequate Class
7 Counsel; (e) the Named Plaintiffs complied with the prelitigation notice required by ORCP 32 H;
8 (f) the questions of law and fact common to the members of the Settlement Class predominate over
9 any questions affecting any individual members of the Settlement Class; and (g) a class action is
10 superior to the other available methods for the fair and efficient adjudication of this controversy.

11 7. For purposes of settlement only, the Court finds and determines that Plaintiffs will
12 fairly and adequately represent the interests of the Class in enforcing their rights in the action, and
13 appoints Plaintiffs Short and South as Class Representatives. The Court appoints the following
14 attorneys as Class Counsel for the Settlement Class:

15 KalielGold PLLC

16 Sugerman Dahab

17 Cohen & Malad

18 8. The Parties have selected Epiq Systems to serve as the Settlement Administrator.
19 The Court hereby reaffirms its appointment of Epiq Systems as the Settlement Administrator and
20 directs it to comply with all obligations of the Settlement Administrator as outlined in the
21 Agreement, including in distributing the Settlement Fund.

22 9. The Court finds that the notice provided to Potential Settlement Class Members (i)
23 was the best practicable notice; (ii) was reasonably calculated, under the circumstances, to apprise
24 Potential Settlement Class Members of the pendency of the Action and of their right to object or
25 to exclude themselves from the Settlement; and (iii) was reasonable and constituted due, adequate,
26 and sufficient notice to all Potential Settlement Class Members entitled to receive notice.

1 **UTCR 5.100 CERTIFICATE OF READINESS**

2 In accordance with UTCR 5.100(1) & (2), I hereby certify that the foregoing proposed
3 order is ready for judicial signature because:

- 4 Each party affected by this order or judgment has stipulated to the order or judgment, as
5 shown by each party’s signature on the document being submitted.
- 6 Each party affected by this order or judgment has approved the order or judgment, as
7 shown by each party’s signature on the document being submitted or by written
8 confirmation of approval sent to me.
- 9 I have served a copy of this order or judgment on each party entitled to service and:
 - 10 No objection has been served on me.
 - 11 I received objections that I could not resolve with a party despite reasonable
12 efforts to do so. I have filed a copy of the objections I received and indicated
13 which objections remain unresolved.
 - 14 After conferring about objections, the parties agreed to independently file any
15 remaining objection.
- 16 Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or
17 otherwise.
- 18 This is a proposed judgment that includes an award of punitive damages and notice has
19 been served on the Director of the Crime Victims’ Assistance Section as required by
20 subsection (5) of this rule.
- 21 Other: _____

22 DATED this 3rd day of August, 2023.

23 By: /s/ Nadia H. Dahab
 24 **David F. Sugerman**, OSB No. 862984
Nadia H. Dahab, OSB No. 125630
 25 SUGERMAN DAHAB
 26 707 SW Washington Street, Suite 600
 Portland, Oregon 97205
 Tel: (503) 228-6474
 david@sugermandahab.com
 nadia@sugermandahab.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that I caused to be served the foregoing **ORDER GRANTING PLAINTIFFS’ MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT** on the following named person(s) on the date indicated below:

Tim Cunningham, OSB No. 100906
DAVIS WRIGHT TREMAINE LLP
1300 SW Fifth Ave. Ste. 2400
Portland, OR 97201-5610
Tel: (503) 241-2300

by Overnight Delivery
 by Facsimile
 by U.S. Mail with postage prepaid
 By OJD File & Serve
 by Email
timcunningham@dwt.com

Frederick B. Burnside, OSB No. 096617
DAVIS WRIGHT TREMAINE LLP
920 Fifth Ave. Ste. 3300
Seattle, WA 98104
Tel: (206) 622-3150

by Overnight Delivery
 by Facsimile
 by U.S. Mail with postage prepaid
 By OJD File & Serve
 by Email
fredburnside@dwt.com

Attorneys for Defendant OnPoint Community Credit Union

DATED this 3rd day of August, 2023.

By: /s/ Nadia H. Dahab
David F. Sugerman, OSB No. 862984
Nadia H. Dahab, OSB No. 125630
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