



CLERK OF THE COURT

JUDG

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Attorneys for Plaintiff and the Settlement Class

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

LATANYA COLEMAN-CURTIS,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

ONE NEVADA CREDIT UNION,

Defendant.

Case No.: A-22-859045-C

Dept. No.: XIV

**FINAL APPROVAL ORDER AND
JUDGMENT**

On January 7, 2025, this Court heard Plaintiff Latanya Coleman-Curtis’s (“Named Plaintiff”) Unopposed Motion for Final Approval of Class Action Settlement and for Attorneys’ Fees, Costs, and Service Award (the “Motion”). The Court reviewed the papers and pleadings on file in this action, including, but not limited to, the Motion, which was unopposed, the Supplement thereto, and the supporting papers, including the parties’ Settlement Agreement and Release (the “Agreement”) attached as *Exhibit 1* to the Motion, the Declaration of Annette Kashkarian Re: Notice Procedures, and heard counsel’s arguments. Based on this review and findings below, the Court finds good cause to grant the Motion.

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1 **FINDINGS:¹**

2 1. Upon review of the record, the Court hereby finds that the Settlement is, in all
3 respects, fair, adequate, and reasonable, and therefore approves it.

4 2. The Court also finds that the negotiations have taken place in good faith between
5 Class Counsel and Defendant’s Counsel which resulted in the Agreement.

6 3. The Agreement provides substantial value to the Settlement Class in the form of
7 monetary payments via check or direct deposit to Settlement Class Members’ accounts, and
8 overdraft forgiveness of Uncollected Fees.

9 4. Direct Notice was provided to Class Members in compliance with the Agreement,
10 the Preliminary Approval Order, and due process. The Notices (i) fully and accurately informed
11 Class Members about the lawsuit and Settlement; (ii) provided sufficient information so that Class
12 Members could decide whether to accept the benefits offered, opt-out and pursue their own
13 remedies, or object to the Settlement; (iii) provided procedures for Class Members to submit
14 written objections to the Settlement, Class Counsel’s request for attorneys’ fees, litigation costs,
15 a service award for Named Plaintiff, and costs and fees to the Claims Administrator, to appear at
16 the Final Approval Hearing, and to state objections to the Settlement; and (iv) provide the time,
17 date, and place of the Final Approval Hearing.

18 5. The Court finds that zero (0) Settlement Class Members have opt-ed out of the
19 Settlement to date.

20 6. The Court finds that there have been zero (0) objections to the Settlement to date.

21 7. The Parties have sufficiently performed their obligations under the Agreement.

22 8. As stated in the Preliminary Approval Order and Judgment, this Court finds and
23 determines that the proposed Settlement Class, as defined below, meets all of the legal
24 requirements for class certification, for settlement purposes only, in that (a) the number of
25 members of the Settlement Class is so numerous that joinder is impracticable; (b) there are
26 questions of law and fact common to members of the Settlement Class; (c) the claims of the

27 _____
28 ¹ This Final Approval Order and Judgment incorporates the Agreement, and the terms used herein shall have the same meanings and/or definitions given to them in the Agreement.

1 Named Plaintiff are typical of the claims of the members of the Settlement Class; (d) the Named
2 Plaintiff is an adequate representative for the Settlement Class, and has retained experienced and
3 adequate Class Counsel; (e) the questions of law and fact common to members of the Settlement
4 Class predominate over any questions affecting any individual members of the Settlement Class;
5 and (f) a class action is superior to the other available methods for the fair and efficient
6 adjudication of the controversy.

7 9. Considering the *Brunzell* factors, an award of \$966,819.98 in attorneys' fees to
8 Class Counsel (33.33% of the Value of the Settlement) is fair and reasonable in light of the
9 experience and efforts of Class Counsel, the character of the work undertaken, the work
10 performed by Class Counsel thus far, and the benefits obtained for the Settlement Class. An award
11 of \$3,376.09 in litigation costs to Class Counsel and \$52,832.00 to the Claims Administrator for
12 fees and costs in administering the Settlement is also reasonable.

13 10. A service award to Named Plaintiff of \$5,000.00 is fair and reasonable in light of
14 her risks (including financial, professional, and emotional) in commencing the action and the time
15 and effort she spent in litigating this action as the Class Representative.

16 **THEREFORE, IT IS HEREBY ORDERED:**

17 1. **Settlement Class.** The Settlement Class is defined as:

18 Any member of Defendant who (i) was a citizen of Nevada; (ii) had a checking
19 account with Defendant; and (iii) who was assessed an APPSN Fee during the Class
20 Period. The APPSN Class includes the Settlement Class Members who may be
entitled to cash distribution that will be made from the Net Settlement Fund.

21 2. **Binding Effect of Order.** This Order applies to all claims or causes of action
22 settled under the Agreement and binds all Settlement Class Members. This Order does not bind
23 persons who submitted timely and valid requests for exclusion.

24 3. **Release.** As of the Effective Date of the Agreement, the Named Plaintiff and each
25 of the Settlement Class Members shall be deemed to have released and forever discharged
26 Defendant, and all of its past, present, and future predecessors, successors, subsidiaries, divisions,
27 employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, and
28 agents from any and all claims, charges, complaints, debts, liabilities, demands, obligations, costs,

1 expenses, actions, and causes of action of every nature, character, and description, whether known
2 or unknown, asserted or unasserted, suspected or unsuspected, which Named Plaintiff and Class
3 Members who do not opt out now have, own, or hold against any of the Defendant Releasees that
4 arise out of and/or relate to the facts and claims alleged in the Action, including Overdraft Fees
5 governed under the Electronic Fund Transfer Act (Regulation E), 12 C.F.R. § 1005 *et. seq.*

6 4. **Payments to Settlement Class Members.** Within ten (10) days after entry of this
7 Order, the \$2,750,000.00 Settlement Fund, less the total amount that will be credited to Class
8 Members, shall be paid by One Nevada and held by the Claims Administrator.

9 Within ten (10) days of the Effective Date, One Nevada shall make Individual Payments
10 to those Class Members who are members of Defendant in the form of an account credit to their
11 individual checking or savings account. For those Settlement Class Members who are not
12 members of One Nevada at the time of distribution, the Claims Administrator shall mail them
13 their Individual Payment via check.

14 The calculation of Settlement Class Members' Individual Payments will be made out of
15 the Net Settlement Fund and will be allocated on a *pro rata* basis by dividing the Net Settlement
16 Fund by the total number of APPSN Fees assessed and multiplying that amount by the total
17 number of APPSN Fees charged to and paid by each APPSN Fee Class member.

18 In the event there are uncashed or returned checks in the Net Settlement Fund after 180
19 days from the date the distribution check is mailed, the Claims Administrator shall redistribute
20 these funds to Settlement Class Members on a *pro rata* basis. Otherwise, 30 days after the Final
21 Report, the total amount of uncashed checks held by the Claims Administrator shall be paid to a
22 *cy pres* recipient nominated by the parties and subject to Court approval.

23 Further, upon the Effective Date, One Nevada will reduce the total amount of outstanding
24 APPSN Fees owing to Defendant by Settlement Class Members that were assessed but not paid
25 because they were charged off, in the amount of \$150,750.00.

26 5. **Attorneys' Fees and Costs.** Class Counsel is awarded \$966,819.98 in attorneys'
27 fees (33.33% of the Value of the Settlement). In addition, Class Counsel is awarded \$3,376.09 in
28

1 litigation costs to Class Counsel. Payments shall be made from the Settlement Fund within ten
2 (10) business days after entry of this Order.

3 6. **Service Award.** Named Plaintiff is awarded \$5,000.00 as a service award in
4 addition to her Individual Payment from the Settlement Fund to which she is entitled. Payment
5 shall be made within ten (10) days after the Effective Date.

6 7. **Claims Administrator’s Fees and Costs.** The Claims Administrator is awarded
7 \$52,832.00 in fees and costs associated with implementing the terms of the Agreement. Payment
8 shall be made within ten (10) days after the Effective Date.

9 8. **Court’s Jurisdiction.** Pursuant to the Parties’ request, the Court will retain
10 jurisdiction over this action and the Parties until final performance of the Agreement.

11 **NOW, THEREFORE,** the Court, finding that no reason exists for delay, hereby enters
12 this Final Approval Order and Judgment.

Dated this 10th day of January, 2025

13 **IT IS SO ORDERED.**



14
15
16 **COB BC9 5755 8244**
17 **Tina Talim**
18 **District Court Judge**

16 Respectfully Submitted By:
17 THE JIMMERSON LAW FIRM, P.C.

16 Approved as to Form and Content By:
17 GORDON REES SCULLY MANSUKHANI, LLP

18 By: /s/ James M. Jimmerson, Esq.
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 Class

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26 Attorneys for Defendant

James M. Jimmerson, Esq.

From: Eric Evans <eevans@grsm.com>
Sent: Wednesday, January 8, 2025 2:00 AM
To: James M. Jimmerson, Esq.; Robert Schumacher
Cc: Tyler Ewigleben; Sophia Gold; Delaney Tyson
Subject: RE: Coleman-Curtis v. One Nevada Credit Union

Hi All, I'm fine with the order. The 10 day distribution is tight—since the claims admin still needs to send me (1) what portion of the \$2.7M to wire to them for your fees and check distribution and (2) an excel chart of the current members amount for credits. It typically takes the CU about 2 weeks to create the program and test it before credit distribution. So end of January is more realistic—although the CU can certainly have the allocated portion of the \$2.7M wired to the claims admin within 10 days. I'm fine keeping as is as long we all are on the same page here on the realistic deadline. I'll respond to the claims admin's email now to get this rolling---and email CU too to get ready.

Best,
Eric

From: James M. Jimmerson, Esq. <jmj@jimmersonlawfirm.com>
Sent: Tuesday, January 7, 2025 5:37 PM
To: Robert Schumacher <rschumacher@grsm.com>; Eric Evans <eevans@grsm.com>
Cc: Tyler Ewigleben <tyler@jefirm.com>; Sophia Gold <sgold@kalielgold.com>
Subject: Coleman-Curtis v. One Nevada Credit Union

Robert/Eric,

Please find attached the proposed order from this morning's hearing in the above-referenced action. Can we affix your e-signature to the same?

Sincerely,

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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Latanya Coleman-Curtis,
7 Plaintiff(s)

CASE NO: A-22-859045-C

8 vs.

DEPT. NO. Department 14

9 One Nevada Credit Union,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Judgment was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 1/10/2025

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