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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

Joseph J. Smith, *on behalf of  
himself and all others similarly  
situated,*

Plaintiff,

v.

One Nevada Credit Union,

Defendant.

Case No.: 2:16-cv-02156-GMN-NJK

**CLASS ACTION**

**FINAL JUDGMENT AND ORDER OF  
DISMISSAL WITH PREJUDICE**

**HON. GLORIA M. NAVARRO**

13 On October 6, 2017, after extensive arms-length negotiations, and private  
14 mediation conducted before Honorable Jackie Glass (Ret.), Plaintiff and Defendant  
15 (herein jointly referred to as the “Parties”) entered in to a Class Action Settlement  
16 Agreement (hereinafter referred to as the “Agreement”), which is subject to review  
17 under Fed. R. Civ. P. 23, for monetary damages as set forth in the Agreement.

18 On December 4, 2017, the Parties filed the Agreement, along with a Joint  
19 Motion for Preliminary Approval of Class Action Settlement Agreement  
20 (hereinafter referred to as the “Preliminary Approval Motion”).

21 On September 16, 2018, upon consideration of the Agreement, Preliminary  
22 Approval Motion, and the record, the Court entered an Order of Preliminary  
23 Approval of Class Action Settlement (hereinafter referred to as the “Preliminary  
24 Approval Order”). Pursuant to the Preliminary Approval Order, the Court, among  
25 other things, (i) preliminarily approved the proposed settlement; (ii) approved the  
26 Notice and instructed its mailing; and (iii) set the date and time of the Final  
27 Approval Hearing.  
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1 On February 5, 2019, Plaintiff filed the Motion for Final Approval of Class  
2 Action Settlement (hereinafter referred to as the “Final Approval Motion”).  
3 Pursuant to their Final Approval Motion, the parties requests final approval of the  
4 proposed Class Action Settlement.

5 The Court has read and considered the Agreement, Final Approval Motion,  
6 and the record. All capitalized terms used herein have the meanings defined herein  
7 and/or in the Agreement.

8 NOW, THEREFORE IT IS HEREBY ORDERED:

- 9 1. JURISDICTION: The Court has jurisdiction over the subject matter of the  
10 Lawsuit and over all settling parties hereto.
- 11 2. NOTICE AND CLAIMS PROCESS: Pursuant to the Court’s Preliminary  
12 Approval Order, the Claims Administrator has complied with the approved  
13 notice process as confirmed in its declaration filed with the Court. The form and  
14 method for notifying the Settlement Class members of the settlement and its  
15 terms and conditions was in conformity with this Court’s Preliminary Approval  
16 Order and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due  
17 process, and constituted the best notice practicable under the circumstances.  
18 The Court finds that the notice process was clearly designed to advise the  
19 Settlement Class members of their rights. Further, the Court finds that the claim  
20 process set forth in the Agreement was followed and that the process was the  
21 best practicable procedure under the circumstances.
- 22 3. FINAL CLASS CERTIFICATION: The Court again finds that the Lawsuit  
23 satisfies the applicable prerequisites for class action treatment under Fed. R.  
24 Civ. P. 23, namely:
- 25 A. The Settlement Class members are so numerous that joinder of all of  
26 them in the Lawsuit would be impracticable;
- 27 B. There are questions of law and fact common to the Settlement Class  
28 members, which predominate over any individual questions;

1 C. The claims of Plaintiff are typical of the claims of the Settlement Class  
2 members;

3 D. Plaintiff and Class Counsel have fairly and adequately represented and  
4 protected the interests of all the Settlement Class members; and

5 E. Class treatment of these claims will be efficient and manageable, thereby  
6 achieving an appreciable measure of judicial economy, and a class action  
7 is superior to other available methods for a fair and efficient adjudication  
8 of this controversy.

9 4. The Court finds that the settlement of the Lawsuit, on the terms and conditions  
10 set forth in the Agreement, is in all respects fundamentally fair, reasonable,  
11 adequate, and in the best interests of the Settlement Class members, especially  
12 in light of the benefits to the Settlement Class members, the strength of  
13 Plaintiff's case, the complexity, expense and probable duration of further  
14 litigation, the risk and delay inherent in possible appeals, and the risk of  
15 collecting any judgment obtained on behalf of the class.

16 5. SETTLEMENT TERMS: The Agreement, which has been filed with the Court  
17 and shall be deemed incorporated herein, and the proposed settlement are  
18 finally approved and shall be consummated in accordance with the terms and  
19 provisions thereof, except as amended by any order issued by this Court. The  
20 material terms of the Agreement include, but are not limited to, the following:

21 A. Defendant shall pay each of the 13,069 claimants that made a valid  
22 claim, on or before 12:00 p.m. on March 5, 2019, \$20.66;

23 B. Defendant shall pay to Class Counsel the sum of \$171,490.33 as  
24 attorneys' fees and \$8,509.67 as costs incurred in litigating this action;

25 C. Defendant shall pay to Plaintiff \$5,000 as an incentive award.

26 6. EXCLUSIONS: A total of 4 exclusions were received. Those persons requesting  
27 exclusion are named on Exhibit A to this Order. The Court hereby excludes  
28 these individuals from the class and settlement.

- 1 7. OBJECTIONS: The Settlement Class members were given an opportunity to  
2 object to the settlement. No Settlement Class members filed objections.
- 3 8. This Order is binding on all Settlement Class members, except those individuals  
4 who validly and timely excluded themselves from the Class. (*See* Ex. A, ECF  
5 No. 64).
- 6 9. RELEASE OF CLAIMS AND DISMISSAL OF LAWSUIT: The Class  
7 Representative, Settlement Class members, and their successors and assigns are  
8 permanently barred and enjoined from instituting or prosecuting, either  
9 individually or as a class, or in any other capacity, any of the Released Claims  
10 against any of the Released Parties, as set forth in the Agreement. Pursuant to  
11 the release contained in the Agreement, the Released Claims are compromised,  
12 discharged, and dismissed with prejudice by virtue of these proceedings and this  
13 Order.
- 14 10. The Lawsuit is hereby dismissed with prejudice in all respects.
- 15 11. This Order is not, and shall not be construed as, an admission by Defendant of  
16 any liability or wrongdoing in this or in any other proceeding.

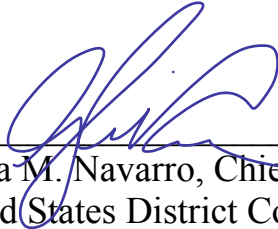
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1 12. Without affecting the finality of this Final Judgment and Order of Dismissal  
2 With Prejudice, the Court hereby retains continuing and exclusive jurisdiction  
3 over the Parties and all matters relating to the Lawsuit and/or Agreement,  
4 including the administration, interpretation, construction, effectuation,  
5 enforcement, and consummation of the settlement and this order.

6 IT IS SO ORDERED:

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9 DATED this 29 day of March, 2019.

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12 Gloria M. Navarro, Chief Judge  
13 United States District Court  
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