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N. Johnson, Deputy

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SUPERIOR COURT OF THE STATE OF ARIZONA
FOR THE COUNTY OF MARICOPA

Bernadette Dominique, an individual,
on behalf of herself and all others
similarly situated,

Plaintiff,

v.

Desert Financial Credit Union, an
Arizona credit union,
Defendant.

Case No.: CV2020-053959

ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT

Assigned to the Honorable Timothy J.
Thomason

The Court, having considered the Plaintiff's Motion for Preliminary Approval of Proposed Class Settlement, and all supporting documents thereto (collectively, the "Motion"), and the Settlement Agreement and Release (the "Settlement Agreement"), finds and orders as follows:

1. The Defined Terms in this order shall have the same meaning given such terms in the Settlement Agreement.
2. The Court has reviewed the Settlement Agreement and finds that the settlement memorialized therein is fair and adequate and falls within the range of reasonableness and potential for final approval, thereby meeting the requirements for preliminary approval. The settlement appears to be reasonable in light of the risk inherent in continuing with litigation. The Court also notes that the settlement is a non-reversionary one where no money will be returned

1 to the Defendant, and was the product of an arm's length negotiation involving experienced
2 counsel and a neutral mediator.

3 3. The Court finds, on a preliminary basis, that the settlement class, as defined in the
4 Settlement Agreement ("Settlement Class"), meets all the requirements for certification of a
5 class, for settlement purposes only, under the Arizona Rules of Civil Procedure and applicable
6 case law. Accordingly, the Court provisionally certifies the Settlement Class, which is defined
7 as follows:

8 All current and former Desert Financial Credit Union checking account holders
9 who are citizens of Arizona who from June 1, 2014 to November 1, 2017, were
10 charged an APPSN Fee and did not previously settle and release individual claims
11 with Desert Financial Credit Union.

12 4. The Court provisionally, and solely for purposes of this settlement, finds that the
13 members of the Settlement Class are so numerous that joinder of all members would be
14 impracticable, that the litigation and proposed settlement raise issues of law and fact common
15 to the claims of the Class Members, and these common issues predominate over any issues
16 affecting only individual members of the Settlement Class, that the claims of Bernadette
17 Dominique (the "Named Plaintiff") are typical of the claims of the Settlement Class, that in
18 prosecuting this Action and negotiating and entering into the Settlement Agreement, the Named
19 Plaintiff and her counsel have fairly and adequately protected the interests of the Settlement
20 Class and will adequately represent the Settlement Class in connection with the settlement, and
21 that a class action is superior to other methods available for adjudicating the controversy.

22 5. The Court provisionally appoints, for settlement purposes only, Bernadette
23 Dominique as the Class Representative of the Settlement Class.

24 6. The court appoints, for settlement purposes only, Kroll to be the Settlement
25 Administrator under the terms of the Settlement Agreement.

26 7. The Court provisionally finds, for settlement purposes only, that The Kick Law
27 Firm, APC (Taras Kick) and Kaniel Gold PLLC (Sophia Gold) are qualified and experienced
28 attorneys capable of adequately representing the Settlement Class, and they are provisionally
approved as Class Counsel for settlement purposes only.

1 8. This preliminary certification of a Settlement Class, under this order, is for
 2 settlement purposes only and shall not constitute, nor be construed as, an admission by the
 3 Defendant in this action that a class is certifiable for any other purpose or that any other proposed
 4 class action is appropriate for class treatment pursuant to the Arizona Rules of Civil Procedure
 5 or any similar statute, rule or common law. The entry of this order is without prejudice to the
 6 rights of the Defendant to oppose class certification in this action, should the settlement not be
 7 approved or not be implemented for any reason, or to terminate the Settlement Agreement, as
 8 provided therein.

9 9. The Court finds that the methods of providing notice prescribed in the Settlement
 10 Agreement meet the requirements of the Arizona Rules of Civil Procedure and constitutional
 11 due process, are the best methods practicable under the circumstances, and shall constitute due
 12 and sufficient notice to all persons entitled thereto.

13 10. The Court has reviewed the Email Notice and Postcard Notice (together, the
 14 “Notice”) attached as Exhibit 1 to the Settlement Agreement. The Court finds that the Notice
 15 should go out to the Settlement Class in the manner described in the Settlement Agreement.

16 11. For the purposes stated and defined in the Settlement Agreement, the Court hereby
 17 sets the following dates and deadlines:

| | | |
|----|---|---------------------------|
| 19 | Defendant Transfers Electronic Class Data and Claims Administrator Sends Notice and Website Goes Live | April 19, 2023 |
| 21 | Last Day for Individuals to Opt Out of Settlement Class (“Bar Date to Opt Out”) | May 19, 2023 |
| 22 | Motion for Final Approval and Attorneys’ Fees Filed with Court | June 8, 2023 |
| 24 | Last Day to Object to Settlement Agreement (“Bar Date to Object”) | June 23, 2023 |
| 26 | Last Day to File Responses to Objections | June 30, 2023 |
| 27 | Final Approval Hearing | July 24, 2023 at 10:00 AM |

1 12. The Court hereby approves and adopts the procedures, deadlines, and manner
2 governing all requests to be excluded from the Class, or for objecting to the proposed settlement,
3 as provided for in the Settlement Agreement.

4 13. All costs incurred in connection with providing notice and settlement
5 administration services to the class Members shall be paid from the Settlement Fund.

6 14. If the settlement is not approved or consummated for any reason whatsoever, the
7 Settlement Agreement and all proceedings in connection therewith shall terminate without
8 prejudice to the status quo ante and rights of the parties to the action as they existed prior to the
9 date of the execution of the Settlement Agreement, except as otherwise provided in the
10 Settlement Agreement.

11 15. The Court may, in its discretion, modify the date and/or time of the Final Approval
12 Hearing. In the event the court changes the date and/or time of the Final Approval Hearing, the
13 new date and time shall be posted on the Settlement Website.

14 16. Other than such proceedings as may be necessary to carry out the terms and
15 conditions of the Settlement Agreement, including matters relating to Settlement Class
16 Counsel's motion for attorneys' fees, expenses and service award, all proceedings in this Action
17 are hereby stayed and suspended until further order of the Court.

18 17. The Court retains jurisdiction over this Action to consider all further matters
19 arising out of or connected with the Settlement, including enforcement of the Releases provided
20 for in the Settlement Agreement.

21 18. The Parties are directed to take all necessary and appropriate steps to establish the
22 means necessary to implement the Settlement Agreement according to its terms should it be
23 finally approved.

24 19. The Court may, for good cause, extend any of the deadlines set forth in this
25 Preliminary Approval Order without further notice to Settlement Class Members. Without
26 further order of the Court, the Parties may agree to make non-material modifications in
27 implementing the Settlement that are not inconsistent with this Preliminary Approval Order.

28 20. The Motion is GRANTED.

1 **IT IS SO ORDERED.**

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3 Date: Jan. 24, 2023

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Honorable Timothy J. Thomason
Maricopa County Superior Court