

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JENNY ABRAMSON, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

AFFINITY FEDERAL CREDIT
UNION,

Defendant.

Case No. 3:20-cv-13104-MAS-ZNQ

**FINAL APPROVAL ORDER AND
JUDGMENT**

THIS MATTER having been opened to the Court by Wilentz Goldman & Spitzer, PA, The Kick Law Firm, APC and KalieGold PLLC (collectively "Class Counsel") for the Plaintiff and Sherman Atlas Sylvester & Stamelman LLP for the Defendant ("Defense Counsel") by way of Motion for Final Approval of the proposed Settlement in the above matter; and

WHEREAS, the Court has jurisdiction over this action and the parties under 28 U.S.C. § 1331 and venue is proper in this District;

IT IS ON THIS 19th day of Sept. 2023

ORDERED that this Order incorporates by reference the definitions in the Class Action Settlement Agreement, dated December 17, 2022, entered into between the parties ("Settlement Agreement") and the Preliminary Approval Order, dated April 12, 2023, and all terms used herein shall have the same meaning as set forth in the Settlement Agreement and the Preliminary Approval Order;

IT IS FURTHER ORDERED THAT the Settlement Class consists of and is defined as follows;

All current and former holders of Affinity FCU consumer checking Accounts who, during the Class Period, were assessed at least one Retry NSF Fee. Excluded from the Settlement Class are Defendant, its parents, subsidiaries, affiliates, officers and directors; all Settlement Class members who make a timely election to be excluded; and all judges assigned to this litigation and their immediate family members.

IT IS FUTURE ORDERED THAT that the proposed Settlement Class meets all the applicable requirements of Rule 23 of the Federal Rules of Civil Procedure ("Rule 23"), certification of the Settlement Class is affirmed, and the Settlement as set forth in the Settlement Agreement is approved;

IT IS FURTHER ORDERED THAT the Settlement, pursuant to the factors provided in *Girsh v. Jepsen*, 521 F.2d 153 (3d Cir. 1975), is approved as fair, reasonable and adequate, and in the best interests of the Class;

IT IS FURTHER ORDERED THAT Wilentz Goldman & Spitzer, PA, The Kick Law Firm, APC and KalieGold PLLC have fairly and adequately represented the interests of the Settlement Class and these firms are confirmed as Class Counsel pursuant to Rule 23;

IT IS FURTHER ORDERED THAT Plaintiff Jenny Abramson is confirmed as Class Representative;

IT IS FURTHER ORDERED THAT the Email Notice and Mail Notice to the Settlement Class Members complied with the Court's Preliminary Approval Order, that it was the best notice reasonably practicable under the circumstances, and that it otherwise satisfied the Federal Rules of Civil Procedure, the United States Constitution and any other applicable law;

IT IS FURTHER ORDERED THAT all Settlement Class Members who did not effectively request to be excluded from the Class are bound by the terms and conditions of this Order, the Preliminary Approval Order and the Settlement Agreement;

IT IS FURTHER ORDERED THAT the operative Complaint shall be and hereby is dismissed with prejudice as against all parties and without costs, except as provided in the Settlement Agreement;

IT IS FURTHER ORDERED THAT, pursuant to the terms of the Settlement Agreement, as of the Effective Date, the Releasing Parties shall automatically be deemed to have fully and irrevocably released and forever discharged Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the present and former directors, officers, employees, agents, insurers, members, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, predecessors, successors and assigns of each of them ("Released Parties"), of and from any and all liabilities, rights, claims, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, based on contract, tort or any other theory, that result from, arise out of, are based upon, or relate (directly or indirectly) to the conduct, omissions, duties or matters during the Class Period that were or could have been alleged in the Action by Plaintiff or Settlement Class Members relating in any way to the assessment of Retry NSF Fees ("Released Claims") without limitation, any claims, actions, causes of action, demands, damages, losses, or remedies relating to, based upon, resulting from, or arising out of Defendant's practices, policies and procedures related to the authorization, processing, payment, return and/or rejection of an item or any failure to adequately

or clearly disclose, in one or more contracts, agreements, disclosures, or other written materials, through oral communications, or in any other manner Retry NSF Fee practices;

IT IS FURTHER ORDERED THAT the promises and commitments of the parties under the terms of the Settlement Agreement constitute fair value given in exchange for the releases and final judgment provided by this Order and the Settlement Agreement and that the Settlement between the parties was reached after arm's-length negotiations;

IT IS FURTHER ORDERED THAT no person shall have any claim against the Class Representative, Class Counsel, the Defendant or the Defendant's counsel based upon the administration of the Settlement that is substantially in accordance with the terms of the Settlement Agreement or any order of this Court;

IT IS FURTHER ORDERED THAT this Court shall retain jurisdiction over the parties and the Class for all matters relating to this Action, including the administration, interpretation, effectuation or enforcement of the Settlement Agreement and this Order;

IT IS FURTHER ORDERED THAT the facts and terms of the Preliminary Approval Order and this Order and the Settlement, all negotiations, discussions, drafts and proceedings in connection with Preliminary Approval Order or this Order, and the Settlement, and any act performed or document executed pursuant to or in furtherance of the Preliminary Approval Order or this Order or Settlement, including any documents submitted to the Court in support of the Settlement or Preliminary Approval Order or this Order shall not be deemed an admission by any party, person or entity as to the merits of any claim or defense in the Action or any subsequent litigation, arbitration or other administrative, quasi-judicial or judicial proceeding;

IT IS FURTHER ORDERED THAT Class Counsel is awarded \$233,333.33 in attorneys' fees and \$21,165.80 in litigation expenses;

IT IS FURTHER ORDERED THAT the Class Representative, Jenny Abramson, is awarded a Service Award of \$5,000.00;

IT IS FURTHER ORDERED THAT the awarded attorneys' fees, costs and expenses and Service Award are to be paid and distributed in accordance with the Settlement Agreement;

IT IS FURTHER ORDERED THAT Class Counsel may pay from the Settlement Fund, without further approval of the Court, the reasonable costs and expenses presently and in the future incurred by Epiq Systems, Inc. as set forth in the Order granting Preliminary Approval and/or the Settlement Agreement, associated with the design, administration and implementation of the notice program and settlement administration; and

IT IS FURTHER ORDERED THAT there being no just reason to delay, the Clerk is directed to enter this Final Approval Order and Judgment forthwith.



HON. DOUGLAS E. ARPERT
United States Magistrate Judge

- The Clerk is directed to close this case.