

**IN THE UNITED STATES DISTRICT COURT**

**FOR THE DISTRICT OF OREGON**

**JENNA GRANADOS**, on behalf of herself  
and all others similarly situated,

Plaintiff,

v.

**ONPOINT COMMUNITY CREDIT  
UNION**,

Defendant.

Case No. 3:21-cv-847-SI

**ORDER**

**Michael H. Simon, District Judge.**

WHEREAS, the above-entitled action is pending before this Court (the “Action”);

WHEREAS, the parties having made application, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, for an order approving settlement of this Action, in accordance with the Settlement Agreement and Release dated October 4, 2024 (the “First Agreement”) (ECF 86);

WHEREAS, the Court made a preliminary finding that the terms of the proposed settlement reflected in the First Agreement were fair, adequate, and reasonable, but denied preliminary approval of the settlement based on identified deficiencies in the notice and objection process (ECF 87);

WHEREAS, the parties revised the First Agreement in response to the Court’s order and Plaintiff has moved under Rule 23(e) of the Federal Rules of Civil Procedure for an order granting preliminary approval of the Amended Class Action Settlement and Release (“Amended Agreement”) which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Action and for dismissal of the Action with prejudice

upon the terms and conditions set forth therein; and the Court having read and considered the Amended Agreement and the exhibits annexed thereto;

WHEREAS, all defined terms herein have the same meanings as set forth in the Agreement;

WHEREAS, the Court has reviewed Plaintiffs' Motion for Preliminary Approval of the Amended Agreement and supporting brief requesting that this Court: (1) conditionally certify the Settlement Class; (2) preliminarily approve the parties' proposed class action settlement; (3) appoint Jenna Granados as Class Representative, her counsel as Class Counsel, and American Legal Claim Services as the Settlement Administrator; (4) set the deadlines for written exclusion or objections to the Agreement; (5) approve the form of Notice to the Settlement Class; and (6) schedule a hearing on the final approval of the Agreement for a date no earlier than 150 days from the date of entry of any preliminary approval order.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Nature of the Action.** Plaintiff Jenna Granados ("Plaintiff") alleges that Defendant OnPoint Community Credit Union ("OnPoint"), violated the electronic Funds Transfer Act, 15 U.S.C. § 1693 et seq. ("EFTA") and Oregon state law, seeking to represent various classes of credit union members arising from OnPoint's handling of electronic fund transfers disputed by members as fraudulent. OnPoint disputes and denies all of Plaintiff's claims.

2. **Settlement.** Plaintiff Jenna Granados (the "Class Representative"), individually and as Class Representative on behalf of the Class, and OnPoint (collectively, the "Parties") have negotiated a potential settlement of the Action to avoid the expense, uncertainties, and burden of protracted litigation, and to resolve the Released Claims (as defined in the Amended Agreement) against OnPoint and the Releasees.

3. **Review.** At the preliminary approval stage, the Court’s task is to evaluate whether the settlement is within the “range of reasonableness.” 4 Newberg on Class Actions § 11.26 (4th ed. 2010). A district court should approve a class action settlement if “it is fundamentally fair, adequate and reasonable.” *Medearis v. Oregon Teamster Employers Tr.*, 2009 WL 1788183, at \*3 (D. Or. June 19, 2009) (citation omitted). Under Rule 23(e)(2), a district court considers whether (A) the class representatives and their counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided by the settlement is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief including the method of processing class-member claims, if required; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; (iv) any agreement required to be identified under Rule 23(e)(3) made in connection with the proposed settlement; and (v) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2). These factors are similar to those the Ninth Circuit has directed courts to balance: (1) the strength of the plaintiffs’ case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the class members to the proposed settlement. *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004); *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011). Further, settlement negotiations that involve arm’s length, informed bargaining with the aid of experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation*, Third, § 30.42 (West 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class

settlement reached in arms'-length negotiations between experienced, capable counsel after meaningful discovery.” (quotation marks omitted)).

The Court has carefully reviewed the Amended Agreement, including the plan of allocation and the release of claims, as well as the files, records, and proceedings to date in the Action. The terms and conditions in the Amended Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized items in this Order shall have the meanings attributed to them in the Amended Agreement.

4. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all the Class Members, and venue in this Court is proper.

5. **Preliminary Settlement Approval.** Based on the review the Court has conducted, as set forth in paragraph 3, the Court does hereby preliminarily approve the Amended Agreement and the Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below. The Court finds on a preliminary basis that the Settlement as set forth in the Amended Agreement falls within the range of reasonableness and was the product of informed, good-faith, arms'-length negotiations between the Parties and their counsel, and therefore meets the requirements for preliminary approval. The Court finds and concludes that the assistance of experienced mediator Jill R. Sperber, Esq. in the settlement process supports the finding that the Settlement is non-collusive.

6. **Certification of Settlement Class.** Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court conditionally certifies, for settlement purposes only, (and for no other purposes and with no other effect upon the Action, including no effect upon the Action should the Amended Agreement not receive Final Approval or should the Effective Date not occur), a class defined as the collective group of all (1) OnPoint members, (2) who reported unauthorized,

fraudulent transactions under Regulation E, (3) whose claims were denied by OnPoint, (4) on the basis of failure to keep safe their account credentials or negligence, (5) between June 3, 2020 and December 31, 2021. The settlement class shall consist of the 329 class members identified by Class Counsel. The Class does not include any individual who validly opts out of the Settlement pursuant to the procedures set forth herein.

Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court preliminarily finds, for settlement purposes only, that:

- a. The Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law or fact common to the Class for the purposes of determining whether the Settlement should be approved;
- c. Plaintiffs' claims are typical of the Class claims being resolved through the Settlement;
- d. Plaintiffs are capable of fairly and adequately protecting the interests of the Class in connection with the proposed Settlement;
- e. Common questions of law and fact predominate over questions affecting only individual Class Members, and the Class appears to be sufficiently cohesive for settlement of the claims on a class-wide basis; and,
- f. Certification of the Class is superior to other available methods for the fair and efficient resolution of the Class claims.

7. **Designation of Class Representatives and Class Counsel.** The Court finds and concludes that the Class Representative Jenna Granados has claims typical of and is an adequate representative of the Settlement Class she proposes to represent. The Court hereby appoints Jenna Granados as the Class Representative for the Settlement Class. The Court finds and concludes that the law firms Sugerman Dahab, Terrell Marshall Law Group PLLC, and Schlanger Law Group LLP, including David Sugerman, Nadia Dahab, Beth Terrell, Blythe Chandler, and Daniel Schlanger have extensive experience and expertise in

prosecuting consumer class actions. The Court hereby appoints Plaintiffs' counsel of record in this case as Class Counsel.

8. **Final Approval Hearing.** A hearing (the "Final Approval Hearing") shall be held before this Court on **June 10, 2025, at 1:30 p.m.**, at the Mark O. Hatfield U.S. Courthouse, Courtroom 15B, 1000 Southwest Third Avenue, Portland, Oregon 97204 to determine, among other things: (i) whether the proposed Settlement of the Action on the terms and conditions set forth in the Amended Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court; (ii) whether a Judgment as provided in Paragraph 1.21 of the Amended Agreement should be entered; (iii) whether Settlement Class Members should be bound by the Release set forth in the Amended Agreement; (iv) any amount of fees and expenses that should be awarded to Class Counsel and any award to the Class Representative for her representation and service to the Class; (v) to consider any Settlement Class Member's objections to the Settlement or any application of Class Counsel for payment or reimbursement of attorney's fees, costs, and expenses and any application for an award to the Class Representatives; and (vi) to rule upon such other matters as the Court may deem appropriate. The Court may hold the Final Approval Hearing by video conference or telephone. The Parties shall include the date of the Final Approval Hearing in the Notice to be mailed to the Settlement Class.

9. **Class Notice.** The Court approves the form, substance, and requirements of the Class Notice (the "Notice") in ECF 89-1. The Court further finds that the form, content, and distribution of the Notice, substantially in the manner and form set forth in Paragraph 9 of this Order, meets the requirements of the Rule 23 of the Federal Rules of Civil Procedure and due process. The Notice fairly, plainly, accurately, and reasonably informs potential Class Members

of appropriate information about: (1) the nature of this action, the definition of the Settlement Class, the identity of Class Counsel, and the essential terms of the Settlement, including the plan of allocation for the monetary and other relief, and includes the address for a website maintained by the Settlement Administrator that has links to the notice, motions for approval and for attorney's fees, and any other important documents in this case; (2) Class Representative's forthcoming application for the Class Representative's service award and Class Counsel's attorney's fees and costs award; (3) how the Settlement Class Members' proportional share of the Settlement Fund will be calculated and distributed; (4) this Court's procedures for final approval of the Settlement; (5) how to Opt-Out or Object to the Settlement; (6) how to obtain additional information regarding this Action and the Settlement, including instructions on how to access the case docket via the Public Access to Court Electronic Records ("PACER") or in person at the Courthouse; and (7) the date of the Final Approval Hearing and that the date may change without further notice to the Settlement Class, and that Class Members may check the settlement website or PACER to confirm that the date has not been changed.

The Court further finds and concludes that the proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all individuals who would be bound by the Settlement. Under this plan, prior to distributing the Notice and after receiving a Notice List from OnPoint, the Settlement Administrator will update addresses through the NCOA or similar databases. After the Settlement Administrator updates the Settlement Class's addresses, the Postcard Notice will be sent out via first-class mail to the Settlement Class Members. No later than the mailing of the Postcard Notice, the Long form Notice will be posted to the Settlement Website. There is no additional method of distribution that is cost-

effective and would be reasonably likely to notify potential Class Members who may not receive notice under this proposed distribution plan.

The Court hereby concludes that the proposed Notice and Notice plan are the best practicable under the circumstances and are reasonably calculated, under all the circumstances, to apprise potential Class Members of the pendency of the Action, to apprise persons who would otherwise fall within the definition of the Class of their right to exclude themselves from the proposed Class, and to apprise Class Members of their right to object to the proposed Settlement and their right to appear at the Final Approval Hearing. The Court further finds that the Notice constitutes due and sufficient notice to all persons entitled thereto.

10. **Settlement Administrator.** The Court approves the appointment of American Legal Claim Services, LLC to supervise and administer the notice procedure as more fully set forth below:

- a) No later than **February 4, 2025** (the “Notice Mailing Date”), the Settlement Administrator shall cause a copy of the Postcard Notice, substantially in the form in ECF 89-1, to be mailed by first class U.S. mail to the last known mailing address of each individual on the Notice List, after being updated by the Settlement Administrator using the NCOA or similar databases;
- b) No later than the Notice Mailing Date, the Settlement Administrator shall establish a settlement website, and shall post on the website the Amended Agreement and Exhibits, including the Long form Notice substantially in the form in ECF 89-1, as well as this Preliminary Approval Order, applications for attorneys’ fees and class representative’s service

award (when available), the Final Approval Order, and the operative Complaint in this Action;

c) Following the mailing of the Postcard Notice and posting of the Long form Notice, the Settlement Administrator shall provide counsel with written confirmation of the mailing and publication via website;

d) The Settlement Administrator shall otherwise carry out its duties as set forth in the Amended Agreement.

e) The Notice List shall be treated as Confidential pursuant to Section 17 of the Settlement Amended Agreement

11. **Qualified Settlement Fund.** The Settlement Administrator is authorized to establish an account at a federally-insured financial institution which satisfies the requirements to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1, promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. As set forth in the Amended Agreement, the Settlement Administrator will administer the Settlement Fund and will be the “Administrator” of this Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Settlement Administrator shall establish the Qualified Settlement Fund in accordance with the terms of the Amended Agreement.

12. **Exclusion from the Class.** Any Class Member may, upon request, be excluded from the Class. Any such Class Member must submit a written Request to Opt Out to the Settlement Administrator at the mailing address listed in the Class Notice no later than **April 7, 2025**. To be valid, the Request to Opt Out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement

Class, such as “I hereby request that I be excluded from the proposed Settlement Class in the Action,” as set forth in Section 11 of the Amended Agreement. All Class Members who submit valid, verified, and timely Requests to Opt Out in the manner set forth in this Paragraph shall have no rights under the Amended Agreement and shall not be bound by the Amended Agreement or any Final Judgment. Mass or class opt outs shall not be allowed. A request to Opt-Out by an owner or co-owner on an Account shall be deemed to be a request to Opt-Out by all owners on the Account. A Class Member who desires to opt out must make timely affirmative written action pursuant to this Order and the Amended Agreement, even if the person desiring to opt out of the Class (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

13. **Copies of Requests to Opt Out.** The Settlement Administrator shall provide Class Counsel and OnPoint’s Counsel with a list of all timely Requests to Opt Out within seven business days after the Opt Out Deadline.

14. **Entry of Appearance.** Any member of the Class who does not exclude themselves from the Settlement Class may enter an appearance in the Action, at his or her own expense, individually or through counsel of his or her own choice. If he or she does not enter an appearance, he or she will be represented by Class Counsel.

15. **Binding Effect on Class.** All Class Members who do not exclude themselves from the Settlement Class by properly and timely submitting a Request to Opt Out shall be bound by all determinations and judgments in the Action concerning the Settlement, whether favorable or unfavorable to the Class.

16. **Objections.** Any Class Member who does not timely and validly exclude themselves from the Settlement Class may appear and show cause, if he or she has any reason to object to the Settlement; provided, however, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, or, if approved, the Final Judgment to be entered thereon approving the same, or any attorney's fees and expenses to be awarded to Class Counsel or award made to the Class Representative, unless a written objection is filed with the Clerk of Court no later than **April 7, 2025**. To be valid, the written objection must: (a) identify the case name and number; (b) identify the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) be personally signed by the person objecting, or if represented by counsel, signed by his/her counsel; (d) identify the basis and grounds for objection with specificity; and (e) include a statement of whether he/she intends to appear at the Final Approval Hearing, either with or without counsel.

No later than **April 16, 2025**, the Settlement Administrator shall provide a report to the Court setting forth a list of Objections that meet the above guidelines. The Court shall have the ultimate determination of whether an Objection has been appropriately made. Any Settlement Class Member who does not make his or her objection in the manner provided in this Section shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from making any objection to the Settlement, unless otherwise ordered by the Court.

17. **Appearance of Objectors at Final Approval Hearing.** Any Settlement Class Member who files and serves a written objection in accordance with Paragraph 16 of this Order may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show

cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objector files with the Clerk of Court a notice of intention to appear at the Final Approval Hearing by April 7, 2025 (“Notice of Intention to Appear”). The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Amended Agreement and Class Notice shall not be entitled to appear at the Final Approval Hearing and raise any objections.

18. **Service of Motion for Final Approval.** The motion in support of final approval of the Settlement shall be filed and served no later than **May 27, 2025**.

19. **Fees, Expenses, and Awards.** Class Counsel’s application for Attorneys’ Fees and Expenses shall be filed and served no later than **February 18, 2025**. Class Counsel’s motion and all supporting papers filed with the Court shall be posted on the Settlement Website within 1 business day after they are filed. Neither OnPoint nor the Releasees shall have any responsibility for any application for Attorney’s Fees and Expenses submitted by Class Counsel. At or after the Final Approval Hearing, the Court shall determine whether to approve Class Counsel’s request for Attorney’s Fees and Expenses and whether to approve any request for an award to the Class Representative for her service to the Class.

20. **Releases.** If the Settlement is finally approved, the Releasors shall release the Releasees from the Released Claims.

21. **Use of Order.** Neither this Order, the fact that settlement was reached and filed, the Amended Agreement, nor any other related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or

concession of liability or wrongdoing whatsoever or breach of any duty on the part of OnPoint, the Class Representative, or the Settlement Class Members. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Amended Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to in any way be used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only by the Parties in a proceeding to enforce the Amended Agreement.

22. **Continuance of Final Approval Hearing.** The Court reserves the right to continue the date of the Final Approval Hearing without further notice to the Members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

23. **Stay of Proceedings.** All proceedings in this Action are stayed until further Order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Amended Agreement.

24. **Temporary Bar for all Class Members.** Pending final determination of whether the Settlement should be approved, and upon expiration of the Opt-Out Deadline, all Class Members who do not timely and validly exclude themselves from the Settlement Class, and each of them, and anyone who purports to act on their behalf, are barred from directly or indirectly maintaining, commencing, prosecuting, or pursuing directly, representatively, or in any other capacity, any Released Claim subsumed and covered by the Release in the Amended Agreement, including in any court or arbitration forum.

25. **Termination of Settlement.** If: (a) the Amended Agreement is terminated as provided in Section 13 of the Amended Agreement; or (b) any specified material term or condition of the Settlement as set forth in the Amended Agreement is not satisfied as provided in Section 13 of the Amended Agreement, then this Order may not be introduced as evidence or referred to in any actions or proceedings by any person or entity and shall be treated as vacated, *nunc pro tunc* (except Paragraph 21 of this Order shall remain in effect), and each party shall be restored to his, her, or its respective position in this Action as it existed prior to the execution of the Amended Agreement.

26. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this Action.

27. **Authority.** The Court hereby authorizes the Parties to take such further steps as necessary and appropriate to establish the means necessary to implement the terms of the Amended Agreement.

28. **Jurisdiction.** The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Amended Agreement and the Settlement.

**IT IS SO ORDERED.**

DATED this 5th day of December, 2024.

/s/ Michael H. Simon  
Michael H. Simon  
United States District Judge