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CLERK OF THE JOHNSON COUNTY DISTRICT COURT

CASE NUMBER: 23CV05287

PII COMPLIANT



Court: Johnson County District Court
Case Number: 23CV05287
Case Title: SHARI SCOTT vs. MAZUMA CREDIT UNION
Type: ORD: Order (Generic) FINAL APPROVAL ORDER AND JOURNAL ENTRY OF JUDGMENT

SO ORDERED,

/s/ Honorable Krishnan Jayaram, District
Court Judge

**IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT**

SHARI SCOTT, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

MAZUMA CREDIT UNION,

Defendant.

Case No. 23CV05287
Div. 12

FINAL APPROVAL ORDER AND JOURNAL ENTRY OF JUDGMENT

WHEREAS, Plaintiff, Shari Scott, and Defendant, Mazuma Credit Union, entered into the Class Action Settlement Agreement (“Settlement Agreement”);

WHEREAS, this Court previously entered the Preliminary Approval Order, which certified, for settlement and notice purposes only, the following class (the “Class”):

All Missouri citizens who were charged one or more Challenged Fees by Defendant during the Class Period.

The Class Period is September 1, 2018, through December 31, 2024, and Challenged Fees means (1) Overdraft fees incurred during the Class Period, and not otherwise refunded, on debit card transactions authorized on sufficient funds and settled on negative funds in the same amount for which the debit card transaction was authorized (“APSN Fees”); and (2) Overdraft fees and NSF fees incurred during the Class Period, and not otherwise refunded, on an item that had previously incurred an NSF Fee (“Retry Fees”). Excluded from the Class are all judges who have presided over this matter and their immediate families and judicial staff.

WHEREAS, the Preliminary Approval Order also approved the forms of notice of the Settlement to the members of the Settlement Class, directing that notice of the Settlement Agreement be given to the Settlement Class as provided in the Settlement Agreement, and scheduling a hearing on final approval;

WHEREAS, in accordance with the Settlement and the Preliminary Approval Order, the Settlement Administrator caused notice to be emailed and/or mailed by United States First Class Mail to all known members of the Class, and the affidavit of notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, Class Counsel filed with the Court a listing of the names of the members of the Settlement Class who submitted valid requests for exclusion from the Class;

WHEREAS, on September 2, 2025, this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class (the “Final Approval Hearing”); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Counsel for Defendant, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records, and proceedings in the Lawsuit, the benefits to the Class Members under the Settlement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representative and Defendant in this case (the “Parties”). The Court further finds that proper notice of the Settlement has been provided to the Class Members such that the Court also has jurisdiction over the Class to enter this Final Approval Order and judgment.

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order.

4. For the reasons set forth in the Preliminary Approval Order, the Court finds that the Class meets the requirements for certification under K.S.A. 60-223(a) and (b)(3), and the Court hereby reaffirms its prior certification and certifies the following Class for entry of judgment on the Settlement:

All Missouri citizens who were charged one or more Challenged Fees by Defendant during the Class Period.

The Class Period is September 1, 2018, through December 31, 2024, and Challenged Fees means (1) Overdraft fees incurred during the Class Period, and not otherwise refunded, on debit card transactions authorized on sufficient funds and settled on negative funds in the same amount for which the debit card transaction was authorized (“APSN Fees”); and (2) Overdraft fees and NSF fees incurred during the Class Period, and not otherwise refunded, on an item that had previously incurred

an NSF Fee (“Retry Fees”). Excluded from the Class are all judges who have presided over this matter and their immediate families and judicial staff.

5. The Class Representative and Class Counsel fairly and adequately represent the interests of the Class in connection with the Settlement, and the Court therefore reaffirms the appointment of Plaintiff as Class Representative and Plaintiff’s Counsel as Class Counsel.

6. The Settlement is the product of good faith, arm’s-length negotiations by the Class Representative and Class Counsel, and Defendant and Defendant’s Counsel, and the Class and Defendant were represented by capable and experienced counsel.

7. The form, content, and method of dissemination of the notice given to members of the Class—individuals emailed or mailed notice—were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Kansas law, the applicable rules, and Due Process. The notice methodology followed by the Settlement provided due and sufficient individual notice to all Class Members who could be identified through reasonable effort, and supports the Court’s exercise of jurisdiction over the Class as contemplated by the Settlement Agreement and this Final Approval Order and judgment.

8. The Settlement is fair, reasonable, and adequate and in the best interests of the Class and is approved in all respects. The Court hereby directs the Class Representative, the Class, Class Counsel, Defendant, and Defendant’s Counsel to effectuate the Settlement according to its terms.

9. The Settlement provides for certain benefits to Class Members. The Court approves those benefits and approves the distribution plan for the Settlement Fund set forth in the Settlement Agreement, and the method and recipients for receipt of any Residual Funds, and the parties are authorized to implement distribution of the Settlement Fund after deductions for fees, expenses, and service awards as approved by the Court.

10. The Court shall have continuing jurisdiction over the Settlement Fund.

11. Upon the occurrence of the Effective Date of the Settlement Agreement, the Class Representative and the Class Members release and forever discharge Defendant and its predecessors, successors, assigns, insurers, members, current and former officers, directors, employees, attorneys and agents (the “Released Parties”) from all past and present known and unknown claims, demands, damages, causes of action or suits seeking damages or other legal or equitable relief arising out of Defendant’s assessment of the Challenged Fees during the Class Period.

12. Defendant releases all claims of any kind or nature that have been or could have been asserted against the Class Representative or Class Counsel relating to the claims in this lawsuit, or the filing or prosecution of any lawsuit relating to such claims. Notwithstanding the forgoing, nothing in this Order shall be construed as a release or waiver of any obligation of any Class Representative, Class Member, or Class Counsel for any payment of monies due to the Defendant for any outstanding debts, loans, and credit obligations not expressly provided for in the Settlement Agreement. Any such debts, loans, and credit obligations shall continue to be

governed by the legal documents evidencing such debts, loans, or credit obligations and nothing contained herein modifies, extinguishes, or otherwise alters those obligations except as expressly stated in the Settlement Agreement.

13. The above-captioned lawsuit, including as to the Class Representative and all Class Members, is hereby dismissed with prejudice and without assessment of costs or attorneys' fees against any party except as provided in the Settlement and Court order.

14. The Settlement Agreement and this Final Approval Order and judgment shall be forever binding on the Class Representative, all the Class Members, and their respective heirs, executors, administrators, assigns, predecessors, and successors, and any other person claiming by or through any or all of them. The Settlement Agreement and this Final Approval Order and judgment shall have *res judicata* and other preclusive effect as to the released claims referenced above.

15. This Order is a final judgment because it disposes of all claims against all parties to this lawsuit. The Court expressly incorporates the Class Action Settlement Agreement into this Order and retains jurisdiction over the Settlement, the parties to the Settlement, and all matters relating to the administration and enforcement of the Settlement Agreement.

THERE BEING NO JUST REASON FOR DELAY, LET JUDGMENT BE ENTERED ACCORDINGLY.

This Order is effective as of the date and time shown on the electronic file-stamp.