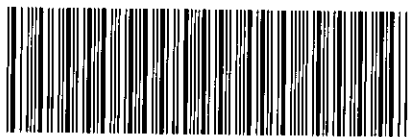


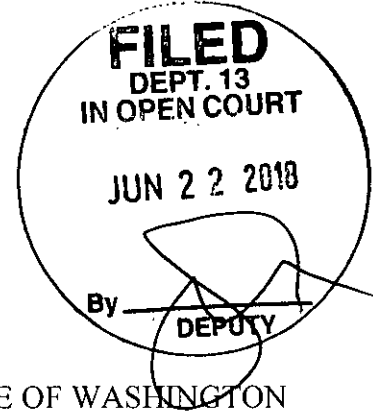
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16-2-12148-4 51532266 ORAPST 06-26-18

The Honorable Kathryn J. Nelson
Noted for Hearing: 6/22/2018 at 9:00 am



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

TODD WODJA, individually, and on behalf of all
others similarly situated

Plaintiff,

vs.

WASHINGTON STATE EMPLOYEES CREDIT
UNION, and DOES 1-10,

Defendants

Case No.: 16-2-12148-4

**[PROPOSED] ORDER AND JUDGMENT
FINALLY APPROVING CLASS ACTION
SETTLEMENT**

[PROPOSED] ORDER ON MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Case No. 16-2-12148-4

FRIEDMAN | RUBIN
51 University St., Suite 201
Seattle, WA 98101-3641
P. (206) 501-4446 / F. (206) 623-0794

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FINAL APPROVAL ORDER AND JUDGMENT

This Court granted preliminary approval of the Settlement Agreement and Release (“Settlement”) and certified a provisional settlement class on February 2, 2018 (the “Class”). Due and adequate notice having been given to the Class Members, and the Court having considered the Settlement, all papers filed and proceedings had herein and all oral and written comments received regarding the Settlement, and having reviewed the record in this litigation, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 1. Unless otherwise provided, all terms used herein shall have the same meaning as provided in the Settlement.
- 2. The Court has jurisdiction over the subject matter of this litigation and over the Parties to this litigation, including all Class Members.
- 3. This Court finds that the Class meets all of the requirements for certification of a settlement class under the Washington Civil Rules and applicable case law. For settlement purposes only, and without prejudice to WSECU’s ongoing reservation of the right to contest class certification if the Effective Date does not occur or the Settlement is otherwise terminated for any reason, the Court now finally certifies the Class which is defined as follows:

“Class Member” shall mean any member of Defendant who, between October 1, 2009 and December 31, 2016, had opted in for overdraft protection on non-recurring debit card or ATM transactions and was charged an overdraft privilege fee when the member had a sufficient ledger balance in his or her checking account, but insufficient available balance to cover the transaction in question.
- 4. The Court appoints Named Plaintiff Todd Wodja as the Class Representative.
- 5. The Court approves The Kick Law Firm, APC and McCune Wright Arevalo LLP as Class Counsel.
- 6. The Court appoints Garden City Group, LLC as the Claims Administrator. The Claims Administrator shall be subject to the jurisdiction of the Court with respect to the administration of the Settlement and shall comply with the terms of the Settlement.
- 7. The Court finds that the distribution of notice of the Settlement has been completed

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in conformity with the Court's preliminary approval order. The Court finds that the notice was the best practicable under the circumstances and provided the Class with due and adequate notice of the proceedings and of the terms of the Settlement. The Court finds that the notice fully satisfied the requirements of due process and the notice requirements under CR 23(c)(2) and CR 23(e). The Court also finds that all Class Members were given a full and fair opportunity to object to the proposed Settlement, Class Counsel's application for an award of attorney fees and litigation costs, the payment of a Class Representative Service Award and the payment of the Claims Administrator's fees and to participate in the Final Approval Hearing. All Class Members wishing to be heard regarding the Settlement have been heard, and all Class Members have had a full and fair opportunity to exclude themselves from the Class.

8. The Court finds that only seven members of the Class requested exclusion from the class and that one member objected to the Settlement. The seven class members who opted out of the proposed settlement are identified in Exhibit A to the June 4, 2018, Declaration of Shandarese Garr of Garden City Group and are excluded from this settlement. The single objection is attached as Exhibit D to the May 11, 2018 Declaration of Shandarese Garr of Garden City Group. The objection, submitted by David E. Carpenter, fails to identify any defect in the settlement, and is overruled.

9. The Court finds that the reaction of the Class to the Settlement was overwhelmingly favorable.

10. The Court hereby grants final approval of the terms set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable with respect to the Class Members, and directs the parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of informed and non-collusive arms-length negotiations among counsel for the Class and counsel for WSECU, with the aid of a well-respected mediator with experience in this type of case. The Court further finds that the parties have conducted extensive investigation and research, and their attorneys were able to reasonably evaluate their respective positions.

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11. The Court finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks. The amount offered in settlement is reasonable in light of the expense, complexity, risk, and likely duration of further litigation.

12. The Settlement is not an admission by Defendant, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

13. The Court finds the award of attorneys' fees requested by counsel for the Class of \$966,666.67 to be reasonable, both as a percentage of the common fund (one-third) and under the lodestar method, and therefore awards fees in this amount to be paid to Class Counsel solely from the Settlement Fund by the deadline specified in the Settlement Agreement. The requested amount is one-third of the common Settlement Fund, which is appropriate for a case such as this, and is in line with market rates for contingency fees in a case such as this. Therefore, the requested fee is reasonable and approved under the percentage-of-the-benefit methodology. The lodestar of counsel is over \$489,445.00, requiring only a positive multiplier of 1.98. The hourly rates of the attorneys are reasonable and in line with prevailing market rates, and the hours worked are also reasonable. Based on the contingent risk that counsel undertook in prosecuting this action with no guarantee of payment as well as the novelty and complexity of the action and quality of the work, the Court finds that the requested fees are reasonable. Therefore, the requested fees amount is also separately and independently approved under a lodestar analysis.

14. The Court further finds that the fee-sharing arrangement among Class Counsel was disclosed to and approved by the Named Plaintiff.

15. The Court further finds that the request for reimbursement of litigation costs in the amount of \$54,622.72 is reasonable based on the work necessary to achieve this favorable class settlement, and is to be paid to Class Counsel solely from the Settlement Fund by the deadline specified in the Settlement Agreement.

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16. The Court finds that Named Plaintiff Todd Wodja assisted with the prosecution of the case, including searching for and providing documents, consulting with Class Counsel, reviewing pleadings, and having been willing to testify at trial. The Court therefore awards a service award in the amount of \$5,000 to be paid to Named Plaintiff Todd Wodja solely from the Settlement Fund by the deadline specified in the Settlement Agreement.

17. The Court approves Public Citizen as the *cy pres* recipient of 75% of any residue in the Settlement Fund, and payment of the other 25% of any residue in the Settlement Fund is ordered to be made in accordance with CR 23(f), which requires that this percentage be disbursed to the Legal Foundation of Washington to support activities and programs that promote access to the civil justice system for low income residents of Washington State.

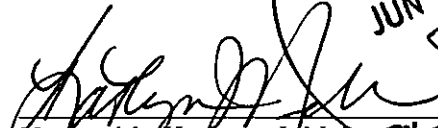
18. The Court approves payment of the Claims Administrator's fees and costs of up to \$71,850 to be paid to the Claims Administrator solely from the Settlement Fund by the deadline specified in the Settlement Agreement.

19. Within 10 days after the Effective Date [*See* Settlement Agreement Section 7(d)(iii)], Defendant shall distribute to the Claims Administrator the portion of the Settlement Fund that remains after making payment of the Named Plaintiff's reasonable attorney fees and costs awarded by this Final Approval Order.

20. The Court retains jurisdiction over the Parties, Class Counsel, and the case to enforce the Settlement and the terms of this Judgment.

IT IS SO ORDERED ADJUDGED AND DECREED.

Dated: June 22, 2018.


Honorable Kathryn J. Nelson
Superior Court Judge

FILED
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IN OPEN COURT
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