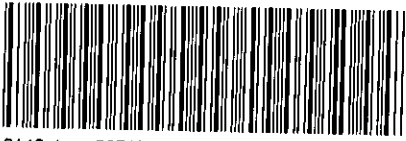
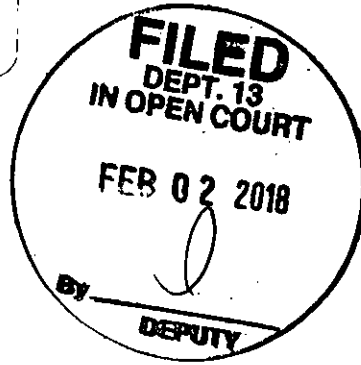


0204



The Honorable Kathryn J. Nelson
Note for Hearing: 2/2/2018 at 9:00 a.m.



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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

KCN
~~_____~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT, PROVISIONALLY
CERTIFYING A SETTLEMENT CLASS, AND
SETTING DATES FOR NOTICE AND
HEARING FOR APPROVAL OF CLASS
ACTION SETTLEMENT

1 The Court, having considered Plaintiff's Motion for Preliminary Approval of Class Action
2 Settlement, and all supporting documents thereto (collectively the "Motion"), the Settlement
3 Agreement and Release dated as of September 13, 2017 (the "Settlement Agreement"), and the
4 arguments of counsel, rules as follows:

5 1. Defined terms in this Order shall have the same meaning given such terms in the
6 Settlement Agreement.

7 2. This Court finds on a preliminary basis that the class as defined in the Settlement
8 Agreement ("Settlement Class") meets all of the requirements for certification of a settlement class
9 under the Washington Civil Rules and applicable case law. Accordingly, the Court provisionally
10 certifies the Settlement Class, which is composed of the following individuals:

11 "Class Member" shall mean any member of Defendant who, between October 1, 2009 and
12 December 31, 2016, was assessed an overdraft fee when the member had sufficient money
13 in his or her ledger balance, but insufficient money in his or her available balance to
14 complete the transaction that caused the fee."

15 3. The Court provisionally appoints Todd Wodja as the Class Representative of the
16 Settlement Class.

17 4. The Court appoints Garden City Group, LLC as the Claims Administrator under the
18 terms of the Settlement Agreement.

19 5. For purposes of the Settlement Agreement, the Court further provisionally finds that
20 counsel for the Settlement class, Richard McCune of McCune Wright Arevalo, LLO, and Taras
21 Kick of The Kick Law Firm, APC, are qualified, experienced, and skilled attorneys capable of
22 adequately representing the Settlement Class, and they are provisionally approved as Class Counsel.

23 6. The certification of a preliminary Settlement Class under this Order is for settlement
24 purposes only and shall not constitute, nor be construed as, an admission on the part of the
25 Defendant in this Action that any other proposed or certified class action is appropriate for class
26 treatment pursuant to the Washington Civil Rules or any similar statute, rule or common law. Entry
27 of this Order is without prejudice to the rights of Defendant to oppose class certification in this
28 action should the settlement not be approved or not be implemented for any reason or to terminate
the Settlement Agreement as provided in the Settlement Agreement.

1 7. The Court provisionally, and solely for purposes of this settlement, finds that the
2 members of the Settlement Class are so numerous that joinder of all members would be
3 impracticable, that the litigation and proposed settlement raise issues of law and fact common to the
4 claims of the Class Members and these common issues predominate over any issues affecting only
5 individual members of the Settlement Class, that the claims of Todd Wodja (the "Named Plaintiff")
6 are typical of the claims of the Settlement Class, that in prosecuting this Action and negotiating and
7 entering into the Settlement Agreement, the Named Plaintiff and her counsel have fairly and
8 adequately protected the interests of the Settlement Class and will adequately represent the
9 Settlement Class in connection with the settlement, and that a class action is superior to other
10 methods available for adjudicating the controversy.

11 8. The Court has reviewed the Settlement Agreement and the attached Notice of
12 Pending Class Action and Proposed Settlement ("Notice") (Exhibit 1 to the Settlement Agreement)
13 and finds that the settlement memorialized therein falls within the range of reasonableness and
14 potential for final approval, thereby meeting the requirements for preliminary approval, and that the
15 Notice should go out to the Settlement Class in the manner described in the Settlement Agreement.
16 The Court also approves the Frequently Asked Questions/Answers proposed by the parties. The
17 settlement appears to be reasonable in light of the risk inherent in continuing with litigation. The
18 Court also notes that the settlement is a non-reversionary one where no money will be returned to
19 the Defendant once the Effective Date occurs. The Court also notes that the settlement was arrived
20 at after an arm's length negotiation involving experienced counsel and with the assistance of an
21 experienced mediator.

22 9. The Court finds that the methods of giving notice prescribed in the Settlement
23 Agreement meet the requirements of the Civil Rules of the State of Washington and due process,
24 are the best notice practicable under the circumstances, shall constitute due and sufficient notice to
25 all persons entitled thereto, and comply with the requirements of the Constitution of the United
26 States, and all other applicable laws.

27 10. For the purposes stated and defined in the Settlement Agreement, the Court hereby
28 sets the following dates and deadlines:

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2/5/2018

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- a. 30 days after issuance of this Order – Deadline for claims administrator to send notice;
- b. 45 days after notice is sent – Deadline for class members to opt out;
- c. 50 days after notice is sent – Deadline for motion for final approval and attorneys’ fees;
- d. 15 days after Motion for Final Approval is filed – Deadline for class members to object;
- e. 7 days after deadline to object – Deadline for class counsel or defendant’s counsel to file responses to any objections and to provide list of opt outs;
- f. 14 days after deadline for class or defendant’s counsel to file response to any objections or the first date available on the Court’s calendar thereafter – Hearing on final approval;
- g. 30 days after time to cash checks has expired – Preliminary deadline for filing of Final Accounting.

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

12. All costs incurred in connection with providing notice and settlement administration services to the Class Members shall be paid from the Settlement Fund.

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

Good cause appearing therefore, IT IS SO ORDERED.

Dated: Feb 21, 2018.

FILED
DEPT. 13
IN OPEN COURT
FEB 02 2018
By [Signature]
DEPUTY
Honorable Kathryn J. Nelson

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2/5/2018

CERTIFICATE OF SERVICE

The undersigned declares under penalty of perjury under the laws of the State of Washington that I am now and at all times herein mentioned, a resident of the State of Washington, over the age of eighteen years, not a party to the above-entitled action, and competent to be a witness herein.

On January 31, 2018, I caused to be served in the manner noted copies of the foregoing document upon designated counsel:

Richard H. Friedman, WSBA #30626
Richard Dykstra, WSBA #5114

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- via hand delivery.
- via first class mail.
- via facsimile.
- via e-mail.
- via ECF.

Attorneys for Plaintiff Todd Wodja and the Putative Class

DATED this 31st day of January, 2018.



Jan Howell