

Honorable John McHale
Hearing Date: November 4, 2019
Hearing Time: 9:00 a.m.

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

DANA SYRIA,

Plaintiff,

v.

TRANSWORLD SYSTEMS INC.,

Defendant.

No. 18-2-57761-6 SEA

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S UNOPPOSED
UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND DISMISSING
ACTION WITH PREJUDICE

[CLERK'S ACTION REQUIRED]

THIS MATTER came before the Court on Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement. The Court has considered all papers and materials submitted by the parties in support of the proposed Settlement Agreement, including Plaintiff's preliminary and final memoranda in support of approval of the Settlement Agreement, the Declarations of Adam J. Berger in support of preliminary approval and attachments thereto, and the Declaration of Ani S. Sarich on Behalf of Claims Administrator and attachments thereto. Having considered these materials and the statements of counsel at the Final Approval Hearing on November 4, 2019, the Court, being fully advised, has determined that the proposed Settlement Agreement should be approved as

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1 fair, adequate and reasonable. In making this determination, the Court has considered the
2 likelihood of success of both Plaintiff's claims and Defendant's defenses. The Court has also
3 considered the status and extent of the parties' investigation, research, discovery and
4 negotiations with respect to plaintiffs' claims and defendant's defenses. Finally, the Court
5 finds that all settlement negotiations were conducted in good faith and at arms' length and that
6 there was no collusion. Good cause appearing therefore, it is hereby
7

8 ORDERED, ADJUDGED AND DECREED that:

9 1. The Court's Orders (1) Certifying Settlement Class; (2) Granting
10 Preliminary Approval of Class Action Settlement; (3) Authorizing Notice; and (4) Setting
11 Final Fairness Hearing, dated April 2, 2019, and July 23, 2019 ("Preliminary Orders") are
12 hereby incorporated herein as though fully set forth in this Order Granting Plaintiff's
13 Unopposed Motion for Final Approval of Class Action Settlement and Dismissing Action
14 With Prejudice ("Final Judgment").
15

16 2. The Court has jurisdiction over the subject matter of this action and all parties,
17 including all members of the classes previously certified by the Court, which consist of two
18 settlement classes, as follows:

19 The "Paid in Full" Class, which includes:

20 All individuals who had a monetary obligation imposed by King County
21 District Court that was subsequently placed with TSI for collection and who
22 were assessed interest on a compounding basis or assessed a collection fee
23 allegedly not specifically authorized from June 15, 2012 to November 1, 2016
(the "Class Period") and who have paid their underlying debt in full; and

24 All persons who were assessed a collection fee by TSI allegedly not
25 specifically authorized on debts owed to Tacoma Municipal Court during the
26 Class Period and who have paid their underlying debt in full.

1 The “No Pay or Partial Pay” Class, which includes:

2 All individuals who had a monetary obligation imposed by King County
3 District Court that was subsequently placed with TSI for collection and who
4 were assessed interest on a compounding basis or assessed a collection fee
5 allegedly not specifically authorized during the Class Period and who have not
6 paid any part of, or only some but not all of, their underlying debt; and

7 All individuals who had a monetary obligation imposed by Tacoma Municipal
8 Court that was subsequently placed with TSI for collection; and who were
9 assessed a collection fee allegedly not specifically authorized during the Class
10 Period and who have not paid any part of, or only some but not all of, their
11 underlying debt.

12 3. The Court hereby approves the Settlement Agreement and finds that it is, in all
13 respects, fair, reasonable, and adequate to the Settlement Class Members.

14 4. On or about Friday, September 13 and Friday, September 20, 2019; and
15 Saturday, September 21 and Saturday, September 28, 2019, the Court-approved settlement
16 administrator published the approved Class Notices (“Notice”) in the *Seattle Times* and the
17 *Tacoma News Tribune* and gave the class members an opt out-objection deadline of
18 October 7, 2019. In addition, on August 22, 2019, the Settlement Administrator mailed
19 Notices to 48,800 class members. After new addresses were obtained for two individuals,
20 second Notices were remailed. See Sarich Declaration at ¶¶ 5-16. 2,348 valid claims have
21 been received of which 911 are in the Tacoma subclass, 842 are in the King County subclass
22 (interest *or* fee), and 662 are in the King County subclass (interest *and* fee). Also to date,
23 784 Notices have been returned as undeliverable, 15 deficient claims have been received and
24 may undergo further processing, 26 invalid claims have been received, and 14 claims have
25 been received from persons not identified in the class database and may undergo further
26 processing. One class member has submitted a request for exclusion from the class, and one
objection has been received.

1 5. The Court finds and concludes that said Notice fully satisfied the requirements of
2 CR 23(c)(2) and CR 23(e) and the requirements of due process.

3 6. The Court finds that the Notices, which consisted of an individual notice
4 mailed to the last-known address of each class member, and publication in both the *Seattle*
5 *Times* and the *Tacoma News Tribune*, provided the best notice practicable under the
6 circumstances. The Notices provided due and adequate notice of these proceedings and
7 of the matters set forth therein, including the pendency of the action, the terms of
8 the proposed Settlement Agreement, and the procedure for submitting objections to
9 the Settlement Agreement, to all persons entitled to such notice. The Declaration of
10 the Settlement Administrator confirms that the Notice was provided in accordance with
11 the terms of the Settlement Agreement and the Court's Preliminary Orders.
12

13 7. One objection to the Settlement Agreement has been communicated to the
14 Settlement Administrator, and no more were raised at the Final Approval Hearing. The Court
15 overrules that objection. Further, only one person has opted out of the proposed class.
16

17 8. Consistent with Paragraph 3 of the Settlement Agreement, neither this
18 Final Judgment, nor the fact or substance of the Settlement Agreement, shall be considered
19 a concession or admission by or against the Released Parties, nor shall they be used
20 against any of the Released Parties as an admission, waiver or indication with respect to any
21 claim, defense or assertion or denial of wrongdoing or legal liability.
22

23 9. The Court hereby dismisses this action and any and all settled claims with
24 prejudice as to Plaintiff Dana Syria and all Settlement Class Members, and without costs
25 or attorneys' fees to any Party except as provided under the terms of the Settlement
26 Agreement and this Final Judgment..

1 10. The Court finds that Plaintiff Dana Syria and class counsel adequately
2 represented the class for purposes of entering into and implementing the Settlement.

3 11. The Court finds that class counsel's request for an award of attorneys' fees
4 and costs is fair and reasonable, and hereby approves class counsel's request for an all-
5 inclusive fee/cost award in the amount of \$510,000, including \$20,000 in litigation
6 expenses incurred in the earlier litigation relating to the claims against TSI or non-
7 segregable costs relating to the claims against both defendants, which sum shall be paid
8 by TSI as provided in paragraphs 15(f) and (h) of the Settlement Agreement. This payment is
9 in full and final payment of any claim for fees and costs incurred by all counsel for Plaintiff in
10 this case.
11

12 12. The Court further approves payment in the amount of \$20,000 to the named
13 Plaintiff Dana Syria, in addition to her *pro rata* share of the Settlement Fund under the
14 Settlement, to be paid by Defendant from the Settlement Fund, in recognition of her services on
15 behalf of the class in this action.
16

17 13. The Court further approves payment in the amount of \$70,000 to CPT Group
18 from the Settlement Fund for their fees and costs in administering the Notice process and the
19 Settlement.
20

21 14. The parties are hereby directed to proceed with the settlement payment
22 procedures specified under the terms of the Settlement Agreement, including those
23 contained in Paragraph 15 of the Settlement Agreement.

24 15. Plaintiff Dana Syria and all Settlement Class Members are hereby barred and
25 permanently enjoined from maintaining, prosecuting, commencing or pursuing any claim
26 released under Paragraph 16 of the Settlement Agreement against any of the released parties,

1 and Plaintiff Dana Syria and all Settlement Class Members shall be conclusively deemed to
2 have released and discharged the Released Parties from any and all such claims. The
3 release between plaintiff Dana Syria and the Released Parties, as set forth in Paragraph 16
4 of the Settlement Agreement is also deemed effective..

5
6 16. Without affecting the finality of this Final Judgment for purposes of appeal,
7 the Court reserves jurisdiction over the parties as to all matters relating to the
8 administration, consummation, enforcement and interpretation of the Settlement
9 Agreement and the Final Judgment, and for any other necessary purposes.

10 17. The parties are hereby authorized, without further approval from the Court,
11 to mutually agree to and adopt such amendments, modifications and expansions of the
12 Settlement Agreement and all exhibits thereto as (i) are consistent in all material respects
13 with this Final Judgment, (ii) are effected consistent with the terms of the Settlement
14 Agreement, and (iii) do not limit the rights of the Settlement Class Members.

15
16 18. In the event that the Settlement Agreement does not become effective as
17 provided under its terms, this Final Judgment shall be rendered null and void and shall be
18 vacated and, in such event, all orders entered in connection therewith shall be vacated
19 and rendered null and void.

20 19. This case is hereby dismissed, with prejudice.

21 IT IS SO ORDERED this 4th day of November, 2019.

22
23
24 The Honorable John McHale
25 Judge, King County Superior Court
26

1 PRESENTED BY:

2 SCHROETER GOLDMARK & BENDER

3
4 s/ Adam J. Berger

Adam J. Berger, WSBA #20714

5 Lindsay L. Halm, WSBA #37141

6 *Attorneys for Plaintiff*