

The Honorable John McHale
Hearing Date: April 1, 2019
Without Oral Argument

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 MOTION
FOR SETTLEMENT CLASS
CERTIFICATION AND
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND
SETTING FINAL APPROVAL
HEARING

[CLERK'S ACTION REQUIRED]

WHEREAS the Parties have entered into a Settlement Agreement, which sets forth the terms and conditions of the Settlement and release of certain claims against Defendant Transworld Systems, Inc. ("TSI"); the Court, having reviewed and considered the Settlement Agreement, and all of the filings, records and other submissions; and upon consideration of the Motion for Settlement Class Certification and Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval"), hereby ORDERS as follows:

1. For purposes of this Order, except as otherwise set forth herein, the Court adopts and incorporates the definitions contained in the Settlement Agreement between Plaintiff and Defendant TSI, executed February 28, 2019;

~~[PROPOSED]~~ ORDER GRANTING PLAINTIFF'S
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CERTIFICATION AND PRELIMINARY APPROVAL
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FINAL APPROVAL HEARING - 1
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1 2. The Court hereby GRANTS the Motion for Preliminary Approval and gives
2 its preliminary approval to the Settlement Agreement, subject to a hearing on the final
3 approval of the Settlement Agreement (“Fairness Hearing”). The Court preliminarily finds
4 that the Settlement Agreement is fundamentally fair, reasonable and adequate. There is no
5 evidence of fraud, collusion or overreaching by the parties or that the rights of absent class
6 members were disregarded. There is a sufficient basis for notifying the class of the proposed
7 settlement and for setting a Fairness Hearing.
8

9 3. For purposes of settlement only, the Court hereby appoints Plaintiff as Class
10 Representative pursuant to CR 23 and finds that, for settlement purposes only, the Class
11 Representative has and will fairly and adequately protect the interests of the Settlement
12 Classes.
13

14 4. For purposes of settlement only, the Court appoints Adam Berger and Lindsay
15 Halm of Schroeter Goldmark & Bender and Jason Anderson and Tyler Santiago of Anderson
16 Santiago, PLLC as class counsel (together, “Class Counsel”) and finds that for settlement
17 purposes, Class Counsel have and will fairly and adequately protect the interest of the
18 Settlement Classes.
19

20 5. Pursuant to CR 23(a), (b)(2) & (b)(3), the Court provisionally certifies the
21 following Classes for settlement purposes only:

22 a. The “Paid in Full” Class which includes:

23 i. All individuals who had a monetary obligation imposed by
24 King County District Court that was subsequently placed with TSI for
25 collection and who were assessed interest on a compounding basis or
26 assessed a collection fee 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

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

4 b. The “No Pay or Partial Pay” Class which includes:

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

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

16 6. For settlement purposes only, the Court finds that the Settlement Classes
17 preliminarily satisfy the requirements of CR 23 as follows:

- 18 a. The number of members in the Classes are so numerous that joinder of all
19 members is impracticable;
20 b. Common legal and factual issues bind the Classes;
21 c. The claims of the Class Representative are typical of the claims of the
22 Classes;
23 d. The Class Representative and Class Counsel will fairly and adequately
24 represent and protect the interests of the Class;
25 e. With respect to the No Pay or Partial Pay Class, the Class Representative
26 alleges that TSI has acted or refused to act on grounds generally applicable to
the Class, thereby making appropriate their request for final injunctive relief
and corresponding declaratory relief with respect to the Class as a whole; and

1 f. With respect to the Paid in Full Class, the questions of law and fact common
2 to the members of the Class will predominate over individual questions of law
3 and fact and a class action is superior to other methods of adjudication.

4 7. The Court appoints CPT Group as the Settlement Administrator, who shall
5 fulfill the functions, duties, and responsibilities of the Settlement Administrator as set forth in
6 the Settlement Agreement and this Order.
7

8 8. The Court approves the proposed forms of notice and notice plan giving
9 notice to the Paid in Full Class by postcard mailing (in a format substantially similar to what
10 is attached as Exhibits 1 & 2 to the Settlement Agreement) and posting a long form Notice
11 (in a format substantially similar to what is attached as Exhibit 3 to the Settlement
12 Agreement) on a Settlement Website as set forth in the Settlement Agreement and its
13 attached Exhibits ("Notice Plan"). The Court finds that the Notice Plan, in form, method and
14 content, fully complies with the requirements of CR 23 and due process, constitutes best
15 notice practicable under the circumstances, and is due and sufficient notice to all persons
16 entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all the
17 circumstances, reasonably apprise the Class members of the pendency of this action, the
18 terms of the Settlement Agreement, and the right to object to the Settlement and to exclude
19 themselves from the Settlement Classes.
20

21 9. The Settlement Administrator shall complete its mailing of the notice within
22 30 days of entry of this Order. The Settlement Administrator is directed to (a) update the
23 addresses of Class members through the National Change of Address database before
24 mailing; (b) track all notices returned due to incorrect addresses; and (c) re-mail those notices
25 for which a forwarding address is provided.
26

1 10. Members of the class who wish to exclude themselves from the Settlement
2 Class may do so only by submitting a request for exclusion (“Opt-Out Statement”) to the
3 Settlement Administrator by the Opt Out and Objection Deadline, which is 75 days after the
4 date of this Order. The Settlement Administrator shall establish a mechanism for members of
5 the Class to opt out, either by submitting an Opt-Out Statement on-line or downloading an
6 Opt-Out Statement from the Website for printing and submission by mail. All such writings
7 must be signed, and if mailed, must be postmarked no later than the Objection Deadline.

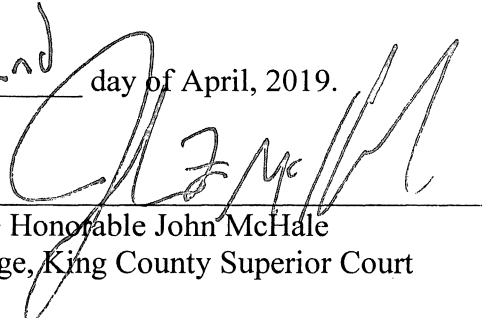
9 11. Members of the class who desire to comment on or object to the Settlement
10 Agreement must file a written statement with the Court by the Objection Deadline. The
11 statement must provide the name, address, and telephone number of the Class member, and
12 describe the nature of the comment and/or objection. If class members wish to appear in
13 person or through counsel, at their own expense, at the Fairness Hearing, the written
14 statement must also include notice of intent to appear. Any member of the Class who fails to
15 comply with this Paragraph shall waive and forfeit any and all rights to appear and/or object
16 separately, and shall be bound by the terms of the Settlement Agreement and the orders and
17 judgments of this Court. Class Counsel and counsel for TSI shall file responses to any valid
18 objections no later than six (6) days prior to the Fairness hearing.

20 12. Class Counsel shall file a Motion for Final Approval of the Settlement
21 Agreement, together with any supporting declarations or other documentation, on or before
22 fourteen (14) days before the Fairness Hearing. Class Counsel shall provide a copy of the
23 motion to the Settlement Administrator at the time of filing so that such motion and
24 supporting papers can be posted on the Website.

26 13. The Fairness Hearing pursuant to CR 23(e) will be held before this Court on

1 September 9, 2019 at 9:00 o'clock (a.m.) p.m. to finally determine whether the
2 prerequisites for class certification and treatment under Rules 23(a) and (b) of the Civil Rules
3 are met; to determine whether the Settlement is fair, reasonable, and adequate, and should be
4 approved by this Court; to determine whether a final approval order and judgment under the
5 Settlement Agreement should be entered; to consider the application for attorney fees and
6 expenses of Class Counsel; to consider the application for a service award to the Class
7 Representative; and to rule on any other matters that the Court may deem appropriate. At the
8 Fairness Hearing, the Court may enter a Final Order of Judgment and Dismissal with
9 Prejudice in accordance with the Settlement Agreement that will adjudicate the rights of the
10 Class members with respect to TSI.

11
12 DONE IN OPEN COURT Court this 2nd day of April, 2019.

13
14 
15 The Honorable John McHale
16 Judge, King County Superior Court

17
18 PRESENTED BY:

19 SCHROETER GOLDMARK & BENDER

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5 *Attorneys for Plaintiff*

6
7 APPROVED AS TO FORM AND FOR ENTRY;
8 NOTICE OF PRESENTATION WAIVED:

9 SESSION, FISHMAN, NATHAN & ISRAEL, LLP

10
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