



FILED
SUPERIOR COURT
THURSTON COUNTY, WA

Hearing date: Friday, September 26, 2025

Hearing time: 9:00 a.m.

2025 SEP 26 AM 11:16

Judge: The Honorable Anne E. Egeler

Calendar: Civil Motions

Linda Myhre Enlow
Thurston County Clerk

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

JASON OATIS and MEGAN
GARRETTSON, Individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

TWINSTAR CREDIT UNION,

Defendant.

Case No. 21-2-00281-34

**FINAL APPROVAL
ORDER**

ORDER

WHEREAS, Plaintiffs Jason Oatis and Megan Garrettson ("Class Representatives") and Defendant TwinStar Credit Union ("Defendant"), by their respective counsel, entered into the Class Action Settlement Agreement (the "Settlement");

WHEREAS, the Court previously granted preliminary approval to the Settlement and certified the following Class:

All accountholders who incurred a Relevant Fee during the Class Period.¹

¹ "Class Period" means the time period from February 25, 2015 through February 28, 2021. "Relevant Fees" means the fees complained of in the Complaint, namely Overdraft Fees charged by Defendant during the Class Period on one-time non-PIN based debit card transactions that authorized into a positive available balance but which later settled into a negative available balance, as well as NSF Fees charged by Defendant during the Class Period on second and third presentments of declined Items that were presented for payment when the member's account contained insufficient funds to cover the transaction.

1 WHEREAS, the Settlement Administrator caused Court-approved notice to be issued to
2 the Class informing Class Members of the Settlement and of their rights and deadlines to object
3 to, or opt-out of, the Settlement;

4 WHEREAS, no Class Members timely opted-out of or objected to the Settlement;

5 WHEREAS, on September 26, 2025, the Court held a hearing on whether the
6 Settlement is fair, reasonable, and adequate, and whether the requested fees, expenses, and
7 services awards requested are fair and reasonable; and

8 WHEREAS, based upon the foregoing, having heard the statements of Class Counsel
9 and Counsel for Defendant, having considered all of the files, records, and proceedings in this
10 matter, the benefits to the Class Members under the Settlement, and the risks, complexity,
11 expense, and probably duration of further litigation;

12 THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

13 1. Terms capitalized in this order and not otherwise defined shall have the
14 meanings ascribed to them in the Settlement.

15 2. This Court has jurisdiction over the subject matter of this lawsuit and
16 jurisdiction over the Class Representatives and Defendant in this case (the "Parties").

17 3. The Court hereby adopts and reaffirms the findings and conclusions set forth in
18 the Order Granting Preliminary Approval of Class Action Settlement.

19 4. The Class Representatives and Class Counsel fairly and adequately represent the
20 interests of the Class in connection with the Settlement.

21 5. The Settlement is the product of good faith, arm's-length negotiations between
22 the Parties through their counsel, and all Parties were represented by capable and experienced
23 counsel.

24 6. The form, content, and method of disseminating the notice of the Settlement to
25 the Class Members was adequate and reasonable, constituted the best notice practicable under
26 the circumstances, and satisfied the requirements of CR 23 and Due Process.
27

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

8. 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, and the method and recipients 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 set forth below.

9. The Court finds that the requests for payments from the Settlement Fund of one-third of the fund (\$583,333.33) for attorneys' fees to Class Counsel, \$4,346.50 for reimbursement of expenses to Class Counsel, and \$5,000 each as service awards to Jason Oatis and Megan Garrettson are fair and reasonable, are in line with awards in similar cases, and are hereby approved for payment.

10. Upon the occurrence of the Effective Date, the releases set forth in the Settlement shall become effective and binding on all Parties and Class Members.

11. This Order is a final judgment because it disposes of all claims against all parties. The Court retains jurisdiction over the Settlement, the Settlement Fund, the parties to the Settlement, and all matters relating to the administration and enforcement of the Settlement.

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

Dated:

The Honorable Anne E. Egeler

1 Presented by:

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