

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

JAN - 7 2014

SEAN F. McAVOY, CLERK  
DEPUTY  
SPOKANE, WASHINGTON

1 Toby J. Marshall, WSBA #32726  
2 Erika L. Nusser, WSBA #40854  
3 Attorneys for the Plaintiffs  
4 TERRELL MARSHALL DAUDT & WILLIE PLLC  
5 936 North 34th Street, Suite 300  
6 Seattle, Washington 98103-8869  
7 Telephone: (206) 816-6603  
8 Facsimile: (206) 350-3528  
9 Email: tmarshall@tmdwlaw.com  
10 Email: enusser@tmdwlaw.com

11 [Additional Counsel Appear on Signature Page]

12 UNITED STATES DISTRICT COURT FOR THE  
13 EASTERN DISTRICT OF WASHINGTON

14 DOYLE WHEELER and CARRI  
15 WHEELER, husband and wife, individually  
16 and on behalf of similarly situated  
17 Washington residents,

18 Plaintiffs,

19 v.

20 NATIONWIDE SUPPORT SERVICES,  
21 INC., a California corporation; JOANNE  
22 GARNEAU, individually and on behalf of  
23 the marital community of JOANNE  
24 GARNEAU and ARTHUR GARNEAU;  
25 FREEDOM DEBT CENTER, a California  
26 corporation; NOTEWORLD, LLC, d/b/a  
NOTEWORLD SERVICING CENTER, a  
Delaware limited liability company; and  
JOHN AND JANE DOES A-K,

Defendants.

NO. 2:10-cv-00202-LRS

~~[AMENDED PROPOSED]~~  
ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF  
CLASS ACTION  
SETTLEMENT

[AMENDED PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT - 1  
CASE No. 2:10-cv-00202-LRS

TERRELL MARSHALL DAUDT & WILLIE PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington 98103-8869  
TEL. 206.816.6603 • FAX 206.350.3528  
www.tmdwlaw.com

1 WHEREAS, on September 17, 2013, this Court entered its Order Granting  
2 Preliminary Approval of Class Action Settlement Agreements (ECF No. 225) (the  
3 “Preliminary Approval Order”); and  
4

5 WHEREAS, individual notice complying with Fed. R. Civ. P. 23 was sent  
6 to the last-known address of each reasonably identifiable member of the  
7 Settlement Classes, and where follow-up procedures outlined in the Settlement  
8 Agreements and approved by the Preliminary Approval Order have been  
9 completed; and  
10

11 WHEREAS, a fairness hearing on final approval of the settlement was held  
12 before the Court on January 7, 2014; and  
13

14 WHEREAS, the Court, being advised, finds that good cause exists for entry  
15 of the below Order; now, therefore,  
16

17 IT IS HEREBY FOUND, ORDERED, ADJUDGED AND DECREED  
18 THAT:  
19

20 1. Unless otherwise provided herein, all capitalized terms in this Order  
21 shall have the same meaning as set forth in the Settlement Agreements attached as  
22 Exhibits 1 & 2 to the Declaration of Toby J. Marshall filed at ECF No. 219.  
23

24 2. The Court finds that notice to the Settlement Classes has been  
25 completed in conformity with the Preliminary Approval Order. The Court finds  
26 that this notice was the best notice practicable under the circumstances, that it

[AMENDED PROPOSED] ORDER GRANTING  
PLAINTIFFS’ MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT - 2  
CASE NO. 2:10-CV-00202-LRS

TERRELL MARSHALL DAUDT & WILLIE PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington 98103-8869  
TEL. 206.816.6603 • FAX 206.350.3528  
www.tmdwlaw.com

1 provided due and adequate notice of the proceedings and of the matters set forth  
2 therein, and that it fully satisfied all applicable requirements of law and due  
3 process.

4  
5 3. The Court finds that notice of the Settlement Agreements has been  
6 provided to the United States Attorney General and the Washington State  
7 Attorney General in accordance with 28 U.S.C. § 1715.  
8

9 4. The Court finds it has personal and subject matter jurisdiction over  
10 all claims asserted in this Litigation with respect to all members of the Settlement  
11 Classes.  
12

13 5. Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure,  
14 the Court certifies for settlement purposes only the following Nationwide  
15 Settlement Class: "All Washington residents for whom Nationwide Support  
16 services, Inc. agreed to provide debt adjusting services pursuant to Nationwide  
17 Support Service Agreements or otherwise provided debt adjustment services to  
18 such residents between June 24, 2006 and the date of the Settlement Agreement."  
19  
20

21 6. Pursuant to Fed. R. Civ. P. 23(c)(5), the Court conditionally certifies  
22 for settlement purposes only the following FDC Settlement Class: "All  
23 Washington residents for whom Defendant FDC agreed to provide debt adjusting  
24 services pursuant to FDC's Debt Settlement Agreements or otherwise provided  
25  
26

1 debt adjustment services to such residents between June 24, 2006 and the date of  
2 the Settlement Agreement.”

3 7. In connection with these conditional certifications, the Court makes  
4 the following findings:  
5

6 (a) The Nationwide Settlement Class is so numerous that joinder  
7 of all members is impracticable;  
8

9 (b) The FDC Settlement Class is so numerous that joinder of all  
10 members is impracticable;

11 (c) There appear to be questions of law or fact common to the  
12 Nationwide Settlement Class for purposes of determining whether this settlement  
13 should be approved;  
14

15 (d) There appear to be questions of law or fact common to the  
16 FDC Settlement Class for purposes of determining whether this settlement should  
17 be approved;  
18

19 (e) Plaintiffs' claims appear to be typical of the claims being  
20 resolved through the proposed settlements;  
21

22 (f) Plaintiffs appear to be capable of fairly and adequately  
23 protecting the interests of the Nationwide Settlement Class and FDC Settlement  
24 Class members in connection with the proposed settlements;  
25  
26

1 (g) For purposes of determining whether the settlements are fair,  
2 reasonable and adequate, common questions of law and fact appear to  
3 predominate over questions affecting only individual Settlement Class members.  
4 Accordingly, the Nationwide Settlement Class and FDC Settlement Class appear  
5 to be sufficiently cohesive to warrant settlement by representation; and  
6

7 (h) For purposes of settlement, certification of the Nationwide  
8 Settlement Class and FDC Settlement Class appears to be superior to other  
9 available methods for the fair and efficient settlement of the claims of the  
10 Settlement Class members.  
11

12  
13 8. The Court has appointed Doyle Wheeler and Carri Wheeler as  
14 representatives of the Settlement Classes.

15  
16 9. The Court has appointed Darrell Scott and Matthew Zuchetto of The  
17 Scott Law Group, P.S. and Toby Marshall and Erika Nusser of Terrell Marshall  
18 Daudt & Willie PLLC as counsel for the Settlement Classes.

19  
20 10. No Settlement Class Members have lodged an objection to either of  
21 the Settlements.

22 11. The terms set forth in the Settlements are approved as being fair,  
23 adequate, and reasonable in light of the degree of recovery obtained in relation to  
24 the risks faced by the Settlement Classes in litigating the claims. The Settlement  
25 Classes are properly certified as part of the Settlements. The relief provided to  
26

1 the Settlement Classes under the Settlement Agreements is appropriate as to the  
2 individual members of the Settlement Classes and as a whole.

3       12. The Court approves the payment of \$285,000 in fees and \$20,865.26  
4 in litigation costs and claims administration expenses from the Nationwide  
5 Settlement and the payment of \$15,000 in fees and \$2,449.65 in litigation costs  
6 and claims administration expenses from the FDC Settlement as fair and  
7 reasonable based on the lodestar and percentage-of-the-fund methods, which  
8 courts use to determine the reasonableness of fees. The Court reaches this  
9 conclusion after analyzing (1) the number of hours Class Counsel reasonably  
10 expended on the litigation multiplied by counsel's reasonable hourly rates; (2) the  
11 substantial financial recovery for Settlement Class members (3) the diligent and  
12 efficient effort utilized by Class Counsel in litigating Plaintiffs' claims; (4) Class  
13 Counsel's substantial experience in complex litigation and skill utilized to  
14 achieve the Settlements; and (5) the hurdles to certifying the Settlement Classes  
15 and proving liability and damages at trial.

16       13. The Court approves the incentive payment of \$2,000 to Plaintiffs.  
17 This award reasonably compensates Plaintiffs for their time and effort in stepping  
18 forward to serve as proposed class representatives, assisting in the investigation,  
19 keeping abreast of the litigation, and reviewing and approving the proposed terms  
20 of the settlements after consulting with Class Counsel.

21 [AMENDED PROPOSED] ORDER GRANTING  
22 PLAINTIFFS' MOTION FOR FINAL APPROVAL  
23 OF CLASS ACTION SETTLEMENT - 6

24 CASE NO. 2:10-CV-00202-LRS

25 **TERRELL MARSHALL DAUDT & WILLIE PLLC**  
26 936 North 34th Street, Suite 300  
Seattle, Washington 98103-8869  
TEL. 206.816.6603 • FAX 206.350.3528  
www.tmdwlaw.com

1 14. The Settlements are binding on all Settlement Class members.

2 15. Each member of the Settlement Class shall be entitled to receive a  
3 pro rata share of the Settlement Proceeds as set forth in the respective Settlement  
4 Agreement. Any Settlement Class Member who fails to cash or deposit a  
5 disbursement check issued to that member after a period of 180 calendar days has  
6 elapsed from the date on which the disbursement check was issued will not  
7 receive a share of relevant Net Settlement Proceeds but will be bound  
8 nevertheless by the terms of the Settlement Agreements.  
9  
10

11 16. All Nationwide Settlement Class Members are bound by the terms of  
12 the Settlement Agreement with the Nationwide Defendants. As of that Settlement  
13 Agreement's Effective Date, all Nationwide Settlement Class Members shall  
14 conclusively be deemed to have irrevocably released, relinquished, and forever  
15 discharged all claims against all released entities and individuals as set forth in  
16 the Nationwide Settlement Agreement. The Settlement Agreement with the  
17 Nationwide Defendants provides, in part: "As of the Effective Date of this Class  
18 Settlement Agreement, Plaintiffs and each and every member of the Settlement  
19 Class, individually and as a Settlement Class, for themselves, their attorneys,  
20 spouses, executors, representatives, heirs, successors, and assigns, in  
21 consideration of the relief set forth in the Class Settlement Agreement, the  
22 sufficiency of which is acknowledged, will, to the extent permitted by law and  
23  
24  
25  
26



1 subject only to the exception set forth in Section III.B below, fully and finally  
2 release the Nationwide Defendants, and all present and former members, officers,  
3 managers and employees, shareholders, directors, attorneys, and representatives  
4 of Nationwide Support Services, Inc., and their respective spouses, successors  
5 and assigns, from any and all past or present claims, debts, demands, causes of  
6 action, liabilities, losses, obligations, costs, fees, interest, attorneys' fees,  
7 expenses, damages, punitive damages, and injuries of every kind, nature and  
8 description that directly or indirectly relate to, or arise out of, or stem from the  
9 subject matter of this Action or any matters, transactions, occurrences, or  
10 omissions referred to in the pleadings or other papers filed or produced in this  
11 Action. The released claims include but are not limited to statutory claims under  
12 Washington's Debt Adjusting Law (Chapter 18.28 RCW) and Consumer  
13 Protection Act (Chapter 19.86 RCW), or other state or federal statutory laws or  
14 regulations, and common law claims, whether found in tort or contract."  
15

16  
17 17. All FDC Settlement Class Members are bound by the terms of the  
18 Settlement Agreement with FDC. As of that Settlement Agreement's Effective  
19 Date, all FDC Settlement Class Members shall conclusively be deemed to have  
20 irrevocably released, relinquished, and forever discharged all claims against all  
21 released entities and individuals as set forth in the FDC Settlement Agreement.  
22  
23  
24

25 The Settlement Agreement with FDC provides, in part: "As of the Effective Date  
26 [AMENDED PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT - 8  
CASE NO. 2:10-CV-00202-LRS



1 of this Class Settlement Agreement, Plaintiffs and each and every member of the  
2 Settlement Class, individually and as a Settlement Class, for themselves, their  
3 attorneys, spouses, executors, representatives, heirs, successors, and assigns, in  
4 consideration of the relief set forth in the Class Settlement Agreement, the  
5 sufficiency of which is acknowledged, will, to the extent permitted by law and  
6 subject only to the exception set forth in Section III.B below, fully and finally  
7 release Defendant FDC, and all present and former members, officers, managers  
8 and employees, shareholders, directors, attorneys, and representatives of  
9 Defendant FDC, and their respective spouses, successors and assigns, from any  
10 and all past or present claims, debts, demands, causes of action, liabilities, losses,  
11 obligations, costs, fees, interest, attorneys' fees, expenses, damages, punitive  
12 damages, and injuries of every kind, nature and description that directly or  
13 indirectly relate to, or arise out of, or stem from the subject matter of this Action  
14 or any matters, transactions, occurrences, or omissions referred to in the pleadings  
15 or other papers filed or produced in this Action. The released claims include but  
16 are not limited to statutory claims under Washington's Debt Adjusting Law  
17 (Chapter 18.28 RCW) and Consumer Protection Act (Chapter 19.86 RCW), or  
18 other state or federal statutory laws or regulations, and common law claims,  
19 whether found in tort or contract."  
20  
21  
22  
23  
24  
25  
26

[AMENDED PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT - 9  
CASE NO. 2:10-CV-00202-LRS

TERRELL MARSHALL DAUDT & WILLIE PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington 98103-8869  
TEL. 206.816.6603 • FAX 206.350.3528  
www.tmdwlaw.com

1 18. Neither this Order nor any aspect of the Settlement Agreements are  
2 to be construed or deemed an admission of liability, culpability, negligence, or  
3 wrongdoing on the part of the Nationwide Defendants or FDC. Each of the  
4 Parties to the settlements entered into the Settlement Agreements with the  
5 intention to avoid further disputes and litigation with the attendant inconvenience  
6 and expenses.  
7


8  
9 19. This Court hereby dismisses this action with prejudice as to all  
10 Settlement Class members.

11  
12 20. The Clerk shall enter final judgment dismissing with prejudice all  
13 claims against the following Defendants: Nationwide Support Services, Inc.,  
14 Joanne Garneau, individually and on behalf of the marital community of Joanne  
15 Garneau and Arthur Garneau, and Freedom Debt Center. This dismissal shall be  
16 without costs or attorneys' fees to any Party.  
17

18 21. The dismissal of the claims against the Nationwide Defendants and  
19 FDC is without prejudice to the rights of the Parties to enforce the terms of the  
20 Settlement Agreements and the rights of Class Counsel to seek the payment of  
21 fees and costs as provided for in the Settlement Agreements. Without affecting  
22 the finality of this Order, or the judgment to be entered pursuant hereto, in any  
23 way, the Court retains jurisdiction over the claims against the Nationwide  
24  
25  
26

1 Defendants and FDC for purposes of resolving any disputes that may arise under  
2 the Class Settlement Agreements.

3 DONE IN OPEN COURT this 7<sup>th</sup> day of January, 2013.  
4

5  
6   
7 Senior UNITED STATES DISTRICT JUDGE  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

[AMENDED PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT - 11  
CASE No. 2:10-cv-00202-LRS

TERRELL MARSHALL DAUDT & WILLIE PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington 98103-8869  
TEL. 206.816.6603 • FAX 206.350.3528  
www.tmdwlaw.com

CERTIFICATE OF SERVICE

1  
2  
3 I, Toby J. Marshall, hereby certify that on January 7, 2014, I electronically  
4 filed the foregoing with the Clerk of the Court using the CM/ECF system which  
5 will send notification of such filing to the following:  
6

7 Todd L. Nunn  
8 Attorneys for Defendant NoteWorld, LLC  
9 K&L GATES LLP  
10 925 Fourth Avenue, Suite 2900  
11 Seattle, Washington 98104-1158  
12 Telephone: (206) 370-7616  
13 Facsimile: (206) 370-6144  
14 Email: todd.nunn@klgates.com

15 Christopher G. Emch  
16 Attorneys for Defendants Nationwide Support Services, Inc. and  
17 Joanne and Arthur Garneau  
18 FOSTER PEPPER & SHEFELMAN PLLC  
19 1111 Third Avenue, Suite 3400  
20 Seattle, Washington 98101-3299  
21 Telephone: (206) 447-4400  
22 Facsimile: (206) 749-1934  
23 Email: emchc@foster.com

24 John Ray Nelson  
25 Attorneys for Defendants Nationwide Support Services, Inc.  
26 FOSTER PEPPER & SHEFELMAN PLLC  
422 West Riverside Avenue, Suite 1310  
Spokane, Washington 99201-0302  
Telephone: (509) 777-1604  
Facsimile: (509) 777-1616  
Email: nelsj@foster.com

[AMENDED PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT - 12  
CASE NO. 2:10-CV-00202-LRS

TERRELL MARSHALL DAUDT & WILLIE PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington 98103-8869  
TEL. 206.816.6603 • FAX 206.350.3528  
www.tmdwlaw.com

1 DATED this 7th day of January, 2014.

2 TERRELL MARSHALL DAUDT  
3 & WILLIE

4 By: /s/ Toby J. Marshall, WSBA #32726  
5 Toby J. Marshall, WSBA #32726  
6 Attorneys for the Plaintiffs  
7 936 North 34th Street, Suite 400  
8 Seattle, Washington 98103-8869  
9 Telephone: (206) 816-6603  
10 Facsimile: (206) 350-3528  
11 Email: tmarshall@tmdwlaw.com

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
[AMENDED PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT - 13  
CASE No. 2:10-cv-00202-LRS

TERRELL MARSHALL DAUDT & WILLIE PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington 98103-8869  
TEL. 206.816.6603 • FAX 206.350.3528  
www.tmdwlaw.com