

2. Subject to Final Approval and the entry of Final Judgment, and for settlement purposes only, the Court finds the prerequisites of I.R.C.P. 1.261 are met and hereby certifies the foregoing defined Settlement Class pursuant to I.R.C.P. 1.262 and 1.263. If such Final Approval of the Settlement is not granted, or if the Settlement Order and Final Judgment as contemplated herein is not entered, this Order of Certification shall be vacated and the parties shall be restored without prejudice to their respective litigation positions prior to the date of this Order of Preliminary Approval.

3. The Court finds that the manner and content of Notice specified in the Settlement Agreement and in the exhibits thereto (the "Notice") will provide the best practicable notice to members of the Settlement Class and satisfies the requirements of due process. Epiq, the third-party administrator, shall send the Notice to the email addresses of all members of the Class who are current members of GreenState. For those members of the Class who are not current members of GreenState, or who have not agreed to receive notices regarding their accounts from GreenState by email, or who have agreed to receive emails from GreenState but such emails are returned undeliverable, Epiq shall mail the Notice to the members of the Class by first class United States mail to the best mailing address available in GreenState's records. This notice will provide the Settlement Class members with the opportunity to request exclusion from the Settlement Class. Such opt out rights may be exercised only individually by a Settlement Class Member, and not by any person in a representative capacity. Notice delivery (via either email or first-class U.S. mail) shall be complete within 30 days of Preliminary Approval.

4. The Court preliminary and conditionally approves the settlement of the Class claims as described in the Settlement Agreement for the total sum of approximately \$1,679,000, which includes approximately \$542,000 in debt forgiveness of uncollected fees and a cash

contribution of \$1,137,000 (the “Value of the Settlement”). The payment of Plaintiff’s attorneys’ fees and costs, and the costs of notice and administration, shall be paid out of the Settlement Fund, as provided in the Settlement Agreement. The Court preliminarily finds the Settlement to be fair, reasonable, and adequate and in the best interests of the Settlement Class Members. The Court also preliminarily finds the manner and method of distribution of the Settlement Fund to be fair, reasonable, and adequate and the best interests of the Settlement Class Members.

5. A Fairness Hearing shall be held before this Court on February 17, 2022 at 1:00 p.m. at the Johnson County Courthouse, Iowa City, Iowa, to consider and finally determine:
 - a. Whether the Settlement should be finally approved by the Court as fair, reasonable, and adequate;
 - b. Whether attorneys’ fees and expenses should be awarded to Plaintiff’ Counsel;
 - c. Whether payment should be made to the Class Representative, as provided in the Settlement Agreement;
 - d. Whether the plan of distribution is fair and reasonable; and
 - e. Objections, if any, made to the Settlement, or any of its terms.

The fairness hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class Members. Not later than fourteen days prior to the Fairness Hearing, Class Counsel shall file a Motion for Final Approval of the Class Action Settlement and any motion for Attorneys’ Fee, Expenses, and Representative Plaintiff Service Award.

6. Any person who wishes to opt out of the Settlement Class must send a written request for exclusion in the manner and to the address provided in the Notice approved above. The written opt out request must be received on or before 30 days after Notice has been delivered, which itself shall occur within 30 days of this Order granting Preliminary Approval.

7. Any Settlement Class Member who has not requested exclusion and who objects to approval of the proposed settlement may appear at the Fairness Hearing in person or through

counsel retained at his or her own expense to show cause why the proposed settlement should not be finally approved as fair, reasonable, and adequate. However, no person (other than named Parties) may be heard at the Fairness Hearing, or file papers or briefs in connection therewith, unless on or before December 14, 2021 (30 days after Notice has been delivered, which itself shall occur within 30 days of this Order granting Preliminary Approval) such person has served on the Settlement Administrator a timely written objection and a notice of intent to appear, in accordance with procedures specified in the Notice. The objection must be postmarked on or before the Bar Date to Object, and must include the following information: (i) The objector's name, address, telephone number, the last four digits of his or her member number or former member number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case; (ii) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and (iii) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number. .

8. Any member of the Settlement Class who does not object to the Settlement in the manner provided herein shall be deemed to have waived any such objection. Counsel for GreenState and Class Counsel shall promptly furnish to all other counsel copies of any objection or notice of intent to appear that comes into counsel's possession.

9. If the Settlement is finally approved, the Court shall enter a Settlement Order and Final Judgment approving the Settlement Agreement incorporating it as the judgment of the Court, which judgment shall be binding upon all members of the Settlement Class who have not

previously requested exclusion in accordance with this Order and the terms of the Settlement Agreement.

10. In the event that the proposed settlement reflected by the Settlement is not approved by the Court, or entry of Final Judgment or Final Approval as provided in the Settlement Agreement does not occur for any reason, then the Settlement Agreement, all drafts, negotiations, discussions, and documentation relating thereto, and all orders entered by the Court in connection therewith, shall become null and void, and shall not be used or referred to for any purpose in this Litigation or any other proceeding. In such event, the Settlement Agreement and all negotiations and proceedings relating thereto shall be withdrawn without prejudice to the rights of any of the Parties thereto, who shall be restored to their respective positions as of the date of the execution of the Settlement.

11. Subject to Final Approval, Settlement Class Members who do not timely and properly exclude themselves from the Settlement Class are permanently enjoined, in either an individual or representative capacity, from filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members otherwise, or seeking to certify a class in, or organizing customers of GreenState into a separate class of persons, as a purported class action (including by seeking to amend a pending complaint to include class allegations) in or receiving any benefits or other relief from, any other lawsuit, arbitration or administrative, regulatory or other proceeding or order in any jurisdiction, based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, and or underlying this action which qualify them as Settlement Class Members. The full release is detailed in the Settlement Agreement.

12. Capitalized terms herein shall have the same meaning as defined in the Settlement Agreement.

13. The Parties are hereby authorized without further approval from the Court to adopt such amendments or modifications of the Settlement Agreement and all exhibits thereto as shall be consistent in all respects with this Order and do not limit the rights of the Settlement Class Members.

14. To summarize, Notice shall be delivered in accordance with the Settlement Agreement within 30 days of this Order, or November 14, 2021. The Bar Date to Opt-Out or Object shall be set as December 14, 2021. Plaintiff shall file a Motion for Final Approval of the Settlement no later than January 14, 2022. The Final Fairness Hearing shall be held thereafter on February 17, 2022.




State of Iowa Courts

Case Number
LACV081674
Type:

Case Title
CATHERINE RAZAVI V. GREEN STATE CREDIT UNION
Other Order

So Ordered



John Telleen, District Court Judge,
Seventh Judicial District of Iowa

Electronically signed on 2021-10-14 14:41:05