

HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BERNADETTE HIGHTOWER, on behalf of
herself and all other similarly situated,

Plaintiff,

v.

RECEIVABLES PERFORMANCE
MANAGEMENT, LLC,

Defendant.

Case No. 2:22-cv-01683-RSM

**FINAL APPROVAL ORDER AND
JUDGMENT**

WHEREAS, a consolidated class action is pending in this Court entitled *Hightower et al. v. Receivables Performance Management, LLC*, Case No. 2:22-cv-01683-RSM (the “Action”);

WHEREAS, Plaintiffs BERNADETTE HIGHTOWER, LATERSHIA JONES, GEORGE DEAN, and BRUCE MARK WOODRUFF, individually and on behalf of all others similarly situated (collectively “Plaintiffs”) and Defendant RECEIVABLES PERFORMANCE MANAGEMENT, LLC (“RPM” or “Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the above-captioned action

1 (the “Action”) on the terms and conditions set forth in the Settlement Agreement, subject to the
2 approval of the Court;

3 **WHEREAS**, unless otherwise defined in this Judgment, the capitalized terms herein shall
4 have the same meaning as they have in the Settlement Agreement;

5 **WHEREAS**, by Order dated August 2, 2024 (“Preliminary Approval Order”), this Court:

6 (a) preliminarily approved the Settlement; (b) certified the Settlement Class and California
7 Settlement Subclass solely for purposes of effectuating the Settlement; (c) appointed Plaintiffs
8 as Class Representatives; (d) appointed Plaintiff Bruce Mark Woodruff as California Settlement
9 Subclass Representative; (e) appointed Class Counsel as counsel for the Settlement Class; (f)
10 appointed Kroll Settlement Administration LLC as Settlement Administrator (g) ordered that
11 notice of the proposed settlement be provided to potential Settlement Class Members; (h)
12 provided Settlement Class Members with the opportunity either to exclude themselves from the
13 Settlement Class or to object to the proposed Settlement; and (i) scheduled a hearing regarding
14 final approval of the Settlement;

15 **WHEREAS**, due and adequate notice has been given to the Settlement Class;

16 **WHEREAS**, four Class Members submitted timely objections, and one class member
17 submitted an untimely objection;

18 **WHEREAS**, thirty-six Class Members submitted Requests for Exclusion;

19 **WHEREAS**, the Court conducted a hearing on December 6, 2024 (the “Final Approval
20 Hearing”) to consider, among other things, (a) the Objection(s) to the Settlement; (b) whether the
21 terms and conditions of the Settlement were fair, reasonable and adequate to the Settlement Class,
22 and should therefore be approved; (c) whether Class Counsel’s motion for Fee Award and Costs
23 should be granted; (d) whether Class Representatives’ motion for Service Award Payment(s)

1 should be granted; and (e) whether a judgment should be entered dismissing the Action with
2 prejudice as against Defendant; and

3 **WHEREFORE**, the Court having reviewed and considered the Settlement Agreement,
4 all papers filed and proceedings had herein connection with the Settlement, all oral and written
5 comments received regarding the Settlement, and the record in the Action, and good cause
6 appearing therefor;

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

8 1. **Jurisdiction**: This Court has jurisdiction over the subject matter of the Action,
9 and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties
10 and each of the Settlement Class Members.

11 2. **Incorporation of Settlement Documents**: This Judgment incorporates and
12 makes a part hereof: (a) the Settlement Agreement filed with the Court on July 17, 2024; and (b)
13 the Notice documents filed with the Court on October 18, 2024, as Exhibits C–F of the
14 Declaration of Patrick M. Passarella.

15 3. **Class Certification for Settlement Purposes**: The Court hereby affirms its
16 determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement
17 only, the Action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on
18 behalf of the Settlement Class consisting of all individuals who were sent notification by
19 Defendant that their personal information was or may have been compromised in the Data
20 Incident. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and
21 members of their direct families; (2) Defendant, its subsidiaries, parent companies, successors,
22 predecessors, and any entity in which Defendant or its parents have a controlling interest and
23 their current or former officers, directors, and employees; and (3) Settlement Class Members who

1 submit a valid a Request for Exclusion prior to the Opt-Out Deadline. The Court further hereby
2 affirms its determinations in the Preliminary Approval Order certifying, for the purposes of
3 Settlement only, the Action as a class action pursuant to Rule 23 of the Federal Rules of Civil
4 Procedure on behalf of the California Settlement Subclass consisting of all individuals who are
5 members of the Settlement Class who are residents of the State of California.

6 4. **Adequacy of Representation**: Pursuant to Rule 23 of the Federal Rules of Civil
7 Procedure, and for the purposes of the Settlement only, the Court hereby affirms its
8 determinations in the Preliminary Approval Order certifying Plaintiffs as Class Representatives
9 for the Settlement Class, certifying Plaintiff Bruce Mark Woodruff as Class Representative for
10 the California Settlement Subclass, and appointing Class Counsel to serve as counsel for the
11 Settlement Class. Plaintiffs and Class Counsel have fairly and adequately represented the
12 Settlement Class both in terms of litigating the Action and for purposes of entering into and
13 implementing the Settlement and have satisfied the requirements of Federal Rules of Civil
14 Procedure 23(a)(4) and 23(g), respectively.

15 5. **Notice**: The Court finds that the dissemination of the Notice: (a) was
16 implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice
17 practicable under the circumstances; (c) constituted notice that was reasonably calculated, under
18 the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action, (ii)
19 the effect of the proposed Settlement (including the releases to be provided thereunder), (iii)
20 Class Counsel's motion for a Fee Award and Costs, (iv) Class Representatives' motion for a
21 Service Award Payment(s), (v) their right to object to any aspect of the Settlement, Class
22 Counsel's motion for a Fee Award and Costs, and/or Class Representatives' motion for a Service
23 Award Payment(s), (vi) their right to exclude themselves from the Settlement Class, and (vii)

1 their right to appear at the Final Approval Hearing; (d) constituted due, adequate and sufficient
2 notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e)
3 satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States
4 Constitution (including the Due Process Clause), and all other applicable law and rules.

5 6. **Objection:** Four timely objections were filed by Settlement Class Members. The
6 Court has considered these objections and finds that they do not counsel against settlement
7 approval. While none of the objections purports to state a specific concern about the terms of the
8 settlement agreement, to the extent that the objections state a concern about the value provided
9 by the settlement agreement, the Court notes that the settlement, as with all settlements, is a
10 compromise. The fact that it may have been greater is not itself sufficient to undermine the
11 Court's conclusion that the settlement is fair, reasonable, and adequate. To the extent that any
12 objection raises any other grounds for disapproval not specifically addressed by the Court, the
13 Court finds that they are not well taken and need not be further considered. The Court thus
14 overrules the objections of Annie Davis, Mary Clarke, Erica Arevalo, and Caleb Rowton. The
15 final, untimely, objection is similarly overruled in all respects; even had the objection been
16 timely, it lacks any substance or reason for the court to find that the settlement is not fair,
17 reasonable, and adequate.

18 7. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in
19 accordance with Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and
20 finally approves the Settlement set forth in the Settlement Agreement in all respects (including,
21 without limitation: the amount of the Settlement Fund; the Releases provided for in the
22 Settlement Agreement; and the dismissal with prejudice of the claims asserted against Defendant
23 in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to

1 the Settlement Class. The Parties are directed to implement, perform and consummate the
2 Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

3 8. Upon the Effective Date, the Action shall be, and hereby is dismissed with
4 prejudice in its entirety as to the Defendant, with each party to bear their own costs and attorneys'
5 fees, except as provided in the Settlement Agreement, and all of the claims of the Settlement
6 Class Members shall be, and hereby are, dismissed and released pursuant to the Settlement
7 Agreement.

8 9. **Binding Effect:** The terms of the Settlement Agreement and this Judgment shall
9 be forever binding on Defendant, Plaintiffs, and all other Settlement Class Members (regardless
10 of whether or not any individual Settlement Class Member submitted a Claim Form or seeks or
11 obtains a distribution or benefits from the Net Settlement Fund), as well as their respective
12 successors and assigns.

13 10. **Releases:** The releases set forth in the Settlement Agreement are expressly
14 incorporated herein in all respects. The releases are effective as of the Effective Date.
15 Accordingly, this Court orders that, upon the Effective Date, and in consideration of the
16 Settlement benefits described in the Settlement Agreement, each Releasing Party shall be deemed
17 to have released, acquitted, and forever discharged Defendant and each of the Released Parties
18 from any and all Released Claims.

19 11. Notwithstanding Paragraph 10 above, nothing in this Judgment shall bar any
20 action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this
21 Judgment.

22 12. **Rule 11 Findings:** The Court finds and concludes that the Parties and their
23 respective counsel have complied in all respects with the requirements of Rule 11 of the Federal

1 Rules of Civil Procedure in connection with the institution, prosecution, defense and settlement
2 of the Action.

3 13. **No Admissions**: This Judgment and Order, and the Settlement Agreement, and
4 all papers related thereto, are not, and shall not be construed to be, an admission by the Defendant
5 of any liability, claim or wrongdoing in this Action or in any other proceeding.

6 14. **Retention of Jurisdiction**: Without affecting the finality of this Judgment in any
7 way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of
8 the administration, interpretation, implementation and enforcement of the Settlement; (b) the
9 disposition of the Settlement Fund; (c) Class Counsel's motion for a Fee Award and Costs; (d)
10 Class Representatives' motion for a Service Award Payment(s); and (e) the Settlement Class
11 Members for all matters relating to the Action.

12 15. A separate order shall be entered regarding Class Counsel's motion for a Fee
13 Award and Costs and Class Representatives' motion for a Service Award Payment(s). Such
14 orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay
15 the Effective Date of the Settlement.

16 16. **Modification of the Agreement of Settlement**: Without further approval from
17 the Court, Plaintiffs and Defendant are hereby authorized to agree to and adopt such amendments
18 or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate the
19 Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially
20 limit the rights of Settlement Class Members in connection with the Settlement. Without further
21 order of the Court, Plaintiffs and Defendant may agree to reasonable extensions of time to carry
22 out any provisions of the Settlement.

IT IS SO ORDERED this 6th day of December, 2024.

RICARDO S. MARTINEZ
UNITED STATES DISTRICT JUDGE