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THE HONORABLE MICHAEL SCOTT  
Department 9  
Hearing Date: May 3, 2024  
Hearing Time: 9:00 a.m.  
*With Oral Argument*

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
COUNTY OF KING

COLUMBIA DEBT RECOVERY, LLC, a Washington  
limited liability company,

Plaintiff/  
Counterclaim-Defendant,

vs.

JORDAN PIERCE, an individual, and DONTE  
GARDINER, an individual,

Defendants/  
Counterclaim-Plaintiffs,

and

GUSTAVO CORTEZ, TOWANA PELTIER and  
DARIUS MOSELY,

Third-Party Plaintiffs

vs.

COLUMBIA DEBT RECOVERY, LLC, a Washington  
limited liability company,

Third-Party Defendant

NO. 20-2-16403-8 SEA

**FINAL APPROVAL ORDER AND  
JUDGMENT ON CLAIMS MADE BY OR  
AGAINST COLUMBIA DEBT RECOVERY,  
LLC**

<p>1                   and</p> <p>2 JORDAN PIERCE, DONTE GARDINER, THOMAS</p> <p>3 G. HELLER, MARY ASHLEY ANCHETA, RORY</p> <p>4 WALTON, BETHANY HANSON, MEGAN</p> <p>5 SHANHOLTZER, CRYSTAL PAWLOWSKI, AND</p> <p>6 TALIA LUCKEN,</p> <p>7                                   Third-Party Plaintiffs,</p> <p>8                   vs.</p> <p>9 THRIVE COMMUNITIES MANAGEMENT,</p> <p>10 LLC, a Washington limited liability</p> <p>11 company, THRIVE COMMUNITIES, INC., a</p> <p>12 Washington corporation, and BELKORP</p> <p>13 HOLDINGS, INC., a Washington</p> <p>14 Corporation d/b/a THE EDEN,</p> <p>15                                   Third-Party Defendants.</p>	
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14           The Court, having considered Third-Party Plaintiffs Gustavo Cortez, Towana Peltier and

15 Darius Mosely’s Motion for Final Approval of Class Action Settlement between Third-Party

16 Plaintiffs Gustavo Cortez, Towana Peltier and Darius Mosely (“Third-Party Plaintiffs”),

17 Defendants Jordan Pierce and Donte Gardiner (“Defendants”) and Plaintiff and Third-Party

18 Defendant Columbia Debt Recovery, LLC (CDR) in the above-captioned matter (the “Action”),

19 the Class Action Settlement Agreement and Release entered into between Third-Party Plaintiffs,

20 Defendants and CDR (“Settlement”), and [the lack of objections received]/[any objections

21 recieved] regarding the proposed Settlement, the record in this Action, the submissions and

22 arguments presented by counsel, and, having held a Final Approval Hearing on May 3, 2024,

23 finds that:

24           1.       Unless defined herein, all capitalized terms in this Final Approval Order shall

25 have the same meanings as set forth in the Settlement.

1           2.       The Court has jurisdiction over the subject matter of the Action and over the  
2 settling parties, including the Class Members.

3           3.       On October 25, 2023, the Court preliminarily approved the Settlement and  
4 certified, for settlement purposes, the CDR Class as defined in the Settlement.

5           4.       Pursuant to the Court's Preliminary Approval Order, Postcard Notice was  
6 distributed to the CDR Class by First Class mail. The Court hereby finds and concludes that  
7 Postcard Notice was disseminated to members of the CDR Class in accordance with the terms  
8 set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The  
9 Court further finds and concludes that the Postcard Notice, and the distribution procedures set  
10 forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the  
11 best notice practicable under the circumstances, provided individual notice to all members of  
12 the Class who could be identified through reasonable effort, provided an opportunity for the  
13 Class Members to object or exclude themselves from the Settlement, and support the Court's  
14 exercise of jurisdiction over the Class Members as contemplated in the Settlement and this  
15 Final Approval Order.

16           5.       The Class Members were given an opportunity to object to the Settlement or  
17 request exclusion from the Settlement. No Class Members objected to the Settlement. No Class  
18 Members requested exclusion from the Settlement.

19           6.       The Settlement is a result of arms' length negotiations conducted in good faith  
20 by experienced attorneys familiar with the legal and factual issues of this case.

21           7.       The Settlement is fair, reasonable, adequate, and in the best interests of the CDR  
22 Class in light of the complexity, expense, and duration of litigation, as well as the risk involved  
23 in establishing liability and damages and in maintaining the class action through trial and  
24 appeal.

25           8.       The consideration provided by the Settlement constitutes fair value given in  
26 exchange for the release of the Class Members' Released Class Claims against the Released  
27 Parties. The Court finds that the consideration provided to the Class Members is reasonable,

1 considering the facts and circumstances of the claims and affirmative defenses asserted in the  
2 action, and the potential risks and likelihood of success of pursuing trial on the merits.

3 **IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:**

4 9. The Settlement is finally approved as fair, reasonable, adequate, just, and in  
5 compliance with all applicable requirements of the applicable laws, and in the best interest of  
6 the CDR Class. The Settlement Agreement, which shall be deemed incorporated herein, and all  
7 terms the Settlement are finally approved and shall be consummated in accordance with the  
8 terms and provisions thereof, except as amended by any subsequent order issued by the Court.

9 10. CDR shall pay the Class Fund amount of \$87,000 as provided in section 5 of the  
10 Settlement Agreement.

11 11. Pursuant to CR 23(b)(3), the Action is hereby certified, for settlement purposes  
12 only, as a class action on behalf of the following CDR Class subject to the limitations contained in  
13 paragraph 12:

14 All former tenants of properties in Washington state whose  
15 accounts Thrive placed with CDR for collection; and who paid any  
16 money on or after November 6, 2016 that CDR allocated to  
17 prejudgment interest calculated from the date the person moved  
18 out of a Thrive rental unit; and whose account includes amounts  
allegedly due for cleaning and repairs to the rental unit associated  
with the account.

19 12. The Settlement Class does not include:

- 20 a. Former tenants that have a judgment against them for the accounts Thrive  
21 placed with CDR, and the judgment was obtained prior to July 10, 2023.  
22 b. Any entity that has a controlling interest in CDR, and CDR's current or  
23 former directors, officers, counsel, and their immediate families.  
24 c. Any persons who validly request exclusion from the Settlement Class.

1           13.     For settlement purposes only, the Court finds that the Third-Party Plaintiffs  
2 claims against CDR satisfy the applicable prerequisites for class action treatment under CR 23(a)  
3 and (b)(3).

4           14.     The numerosity requirement is satisfied because there are hundreds of members  
5 of each CDR Class. *See* CR 23(a)(1); *Miller v. Farmer Bros. Co.*, 115 Wn. App. 815, 821, 64 P.3d 49  
6 (2003).

7           15.     The commonality requirement is satisfied because there are overarching  
8 questions of law and fact common to the CDR Class, including whether CDR's practices were  
9 unfair and deceptive under the CPA. *See Smith v. Behr Process Corp.*, 113 Wn. App. 306, 320, 54  
10 P.3d 665 (2002).

11           16.     The typicality requirement is satisfied because Third-Party Plaintiffs' claims arise  
12 from the same course of conduct that gives rise to the claims of other Class Members and are  
13 based on the same legal theories. *See* CR 23(a)(3); *Pellino v. Brink's Inc.*, 164 Wn. App. 668, 267  
14 P.3d 383, 392 (2011).

15           17.     The adequacy requirement is satisfied because Third-Party Plaintiffs have no  
16 interests antagonistic to the other Class Members and are represented by qualified counsel. *See*  
17 *Hansen v. Ticket Track, Inc.*, 213 F.R.D. 412, 415 (W.D. Wash. 2003).

18           18.     The predominance requirement is satisfied because there is a "common nucleus  
19 of operative facts" to each Class Member's claim, and all Class Members were subject to the  
20 same conduct by CDR. *See* CR 23(b)(3); *Chavez v. Our Lady of Lourdes Hosp. at Pasco*, 190  
21 Wn.2d 507, 516, 415 P.3d 224 (2018).

22           19.     The superiority requirement is satisfied because the resolution of numerous  
23 claims in one action is far superior to individual lawsuits and promotes consistency and  
24 efficiency of adjudication, particularly in a case like this one with modest damages. *See* CR  
25 23(b)(3); *Chavez*, 190 Wn.2d at 518-23.

26           20.     Pursuant to CR 23, the Court appoints Gustavo Cortez, Towana Peltier and Darius  
27 Mosely as Class Representatives.

1           21. Pursuant to CR 23, the Court appoints the Terrell Marshall Law Group PLLC, the  
2 Law Office of Paul Arons and Leonard Law, PLLC as Class Counsel.

3           22. The Class Representatives and Class Members, and their successors and assigns  
4 release the Released Class Claims defined in the Settlement Agreement as follows: any and all  
5 claims, rights (including rights to restitution or reimbursement), demands, actions, causes of  
6 action, suits, liens, damages, attorneys' fees, obligations, contracts, liabilities, agreements,  
7 costs, expenses or losses of any nature, whether known or unknown, direct or indirect,  
8 matured or unmatured, contingent or absolute, existing or potential, suspected or  
9 unsuspected, equitable or legal, and whether under federal statutory law, federal common law  
10 or federal regulation, or the statutes, constitutions, regulations, ordinances, common law, or  
11 any other law of any and all states or their subdivisions, parishes or municipalities based on the  
12 factual predicate asserted by the Class Representatives against CDR in this Action that CDR  
13 demanded or collected excessive prejudgment interest, even though any such claim or claims  
14 were not presented and might not have been presentable in the Action. For avoidance of  
15 doubt, Released Class Claims do not include any claims against Thrive or Belkorp relating to  
16 their charging of early termination or lease break fees. The Released Claims are compromised,  
17 settled, released, discharged, and dismissed with prejudice by virtue of these proceedings and  
18 this Final Approval Order.

19           23. As of the Effective Date, CDR and Jordan Pierce and Donte Gardiner mutually  
20 release each other from all claims relating to or arising out of Pierce and Gardiner's CDR  
21 account ending in 3104.

22           24. The Court hereby retains jurisdiction over the parties and all matters relating to  
23 the Action or Settlement, including the administration, interpretation, construction,  
24 effectuation, enforcement, and consummation of the Settlement, including its injunctive  
25 provisions, and this Final Approval Order. This Final Approval Order finally disposes of all  
26 claims between the parties to the Settlement and is appealable.



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King County Superior Court  
Judicial Electronic Signature Page

Case Number: 20-2-16403-8  
Case Title: COLUMBIA DEBT RECOVERY VS PIERCE ET ANO  
Document Title: ORDER RE MOTION FOR FINAL APPROVAL OF SETTLM  
Signed By: Michael R. Scott  
Date: May 03, 2024



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Judge: Michael R. Scott

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 099C583EFDD05FB18A3076329526934213FAC4A0  
Certificate effective date: 3/30/2023 1:30:41 PM  
Certificate expiry date: 3/30/2028 1:30:41 PM  
Certificate Issued by: C=US, E=kcscefiling@kingcounty.gov, OU=KCDJA,  
O=KCDJA, CN="Michael Scott:  
Po6Ro6kz7RG4KIcIp8tZaw=="