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20 *Counsel for Plaintiff and Proposed Class*

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
22 **FOR THE COUNTY OF SAN DIEGO, HALL OF JUSTICE**

23 ELAINE WARD-HOWIE, on behalf of herself  
24 and all others similarly situated,

25 Plaintiff,

26 vs.

27 FRONTWAVE CREDIT UNION,

28 Defendant.

Case No. 37-2022-00016328-CU-BC-CTL  
Assigned to Hon. Katherine A. Bacal  
Dept.: C-69

**PLAINTIFF'S NOTICE OF MOTION  
AND UNOPPOSED MOTION FOR FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT; APPLICATION FOR  
ATTORNEYS' FEES, COSTS, AND  
INCENTIVE AWARD**

**[Memorandum of Points and Authorities;  
Joint Declaration of Sophia Gold and Jeff  
Ostrow; Declaration of Cameron Azari; and  
[Proposed] Order filed concurrently  
herewith]**

**Date: July 12, 2024  
Time: 1:30 p.m.  
Dept: C-69**

Amended Complaint Filed: January 4, 2023  
Complaint Filed: April 29, 2022  
Trial Date: None Set

1 **TO THE COURT, TO ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on July 12, 2024, at 1:30 p.m., or as soon thereafter as counsel  
3 may be heard by before the Honorable Katherine Bacal of the San Diego County Superior Court,  
4 Hall of Justice, 330 W. Broadway, San Diego, California 92101, Plaintiff Elaine Ward-Howie  
5 (“Plaintiff”), by and through her counsel of record, will and hereby does move for an order:

6 1. Granting Final Approval of the class action settlement as set forth in the Settlement  
7 Agreement and Release (the “Agreement”) attached as *Exhibit A* to the Memorandum of Points and  
8 Authorities in Support of Plaintiff’s Unopposed Motion for Final Approval of Class Action  
9 Settlement and Application for Attorneys’ Fees, Costs, and Service Award (“Memorandum of  
10 Points and Authorities”) filed herewith, making a final determination that the Settlement is fair,  
11 adequate, and reasonable;

12 2. Finally certifying for settlement purposes only, the Settlement Class, consisting of  
13 the APPSN Fee Class and Retry Fee Class, defined as follows and subject to the stated exclusions  
14 below, for settlement purposes only:

- 15 • “APPSN Fee Class” means those current or former members of Defendant  
16 who were assessed APPSN Fees from April 29, 2018, through June 30, 2022.
- 17 • “Retry Fee Class” shall mean those current or former members of Defendant  
18 who were assessed Retry Fees from January 4, 2019, through June 30, 2022.

19 Excluded from the Settlement Class is Defendant Frontwave Credit Union,  
20 its parents, subsidiaries, affiliates, officers, and directors; all Settlement  
21 Class members who make a timely election to be excluded; and all judges  
22 assigned to this litigation and their immediate family members.

23 3. Determining that the manner and form of Notice provided to the Settlement Class  
24 satisfied California Rules of Court, Rules 3.766 and 3.769(f) and Due Process requirements;

25 4. Awarding Class Counsel attorneys’ fees in the amount of \$666,600 and litigation  
26 costs in the amount of \$11,736.19 for their work in serving as Class Counsel for the Settlement  
27 Class;

28 5. Awarding Plaintiff a Service Award of \$5,000.00 for serving as Class Representative  
for the Settlement Class;

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1           6.       Awarding the Settlement Administrator its fees and costs up to \$129,450.00 to  
2 reimburse it for its efforts in connection with disseminating Notice to the Settlement Class and  
3 administering the Settlement;

4           7.       Barring and enjoining all Releasing Parties from asserting any of the Released  
5 Claims against Released Parties at any time, including during any appeal from the Final Approval  
6 Order;

7           8.       Releasing Defendant and the Released Parties from the Released Claims; and

8           9.       Reserving the Court’s continuing and exclusive jurisdiction over the Parties to the  
9 Agreement, including Defendant, all Settlement Class Members, and all objectors, to administer,  
10 supervise, construe, and enforce this Agreement in accordance with its terms.

11           This Motion is based upon this Notice of Motion; the Memorandum of Points and  
12 Authorities, the Joint Declaration of Class Counsel, the Declaration of Cameron Azari, filed  
13 concurrently herewith, and on such other evidence, information, or material as may be presented to  
14 the Court.

15           A copy of the [Proposed] Final Approval Order and Judgment is being filed concurrently  
16 with this Motion.

17 Dated: May 28, 2024

Respectfully submitted,

**KALIELGOLD PLLC**



Sophia Goren Gold  
Jeffrey D. Kalief

Jeff Ostrow (admitted *pro hac vice*)  
**KOPELOWITZ OSTROW P.A.**

*Attorneys for Plaintiff and the Settlement Class*

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

3 At the time of service, I was over 18 years of age and **not a party to this action**. I am  
4 employed in the District of Columbia. My business address is 950 Gilman Avenue, Suite 200,  
Berkeley, California 94710.

5 On May 28, 2024, I served true copies of the following document(s) described as:

6 **PLAINTIFF’S NOTICE OF MOTION AND UNOPPOSED MOTION FOR FINAL**  
7 **APPROVAL OF CLASS ACTION SETTLEMENT; APPLICATION FOR**  
8 **ATTORNEYS’ FEES, COSTS AND INCENTIVE AWARD**

9 on the interested parties in this action as follows:

10 Stuart M. Richter Attorneys for Defendant  
11 Camille A. Brooks FRONTWAVE CREDIT UNION  
12 Ashley T. Brines  
KATTEN MUCHIN ROSENMAN LLP  
13 2029 Century Park East, Suite 2600  
Los Angeles, CA 90067-3012

14  **BY MAIL:** I enclosed the document(s) in a sealed envelope or package addressed to the  
15 persons at the addresses listed in the Service List and placed the envelope for collection and mailing,  
16 following our ordinary business practices. I am readily familiar with KalielGold PLLC's practice  
17 for collecting and processing correspondence for mailing. On the same day that the correspondence  
is placed for collection and mailing, it is deposited in the ordinary course of business with the United  
States Postal Service, in a sealed envelope with postage fully prepaid.

18  **BY E-MAIL OR ELECTRONIC TRANSMISSION:** I caused a copy of the document(s)  
19 to be sent from e-mail address ngarcia@kalielpllc.com to the persons at the e-mail addresses listed  
20 in the Service List. I did not receive, within a reasonable time after the transmission, any electronic  
message or other indication that the transmission was unsuccessful.

21 I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

22 Executed on May 28, 2024, at Los Angeles, California.

23   
24 \_\_\_\_\_  
NEVA GARCIA