

IN THE IOWA DISTRICT COURT IN AND FOR JOHNSON COUNTY

CATHERINE RAZAVI, on behalf of)
herself and all others similarly situated,)
) **Plaintiff,**)
) **v.**)
) **GREEN STATE CREDIT UNION,**)
) **Defendant.**)

Case No. LACV081674

**RULING ON DEFENDANT’S
MOTION TO DISMISS**

On September 1, 2020, Defendant’s Motion to Dismiss came before the Court for argument. Plaintiff was represented by Attorneys Jeffrey Kaliel and Thomas Duff. Defendant was represented by Attorneys Stephen Locher and Michael Reck. After having considered the evidence presented, the written and oral arguments of counsel, and the applicable law, the Court enters the following ruling on the pending motion.

FACTUAL BACKGROUND

Plaintiff Catherine Razavi holds an account with Defendant Green State Credit Union. The petition alleges that Green State violated Green State’s standardized “Electronic Funds Transfer Agreement” document which she attaches as Exhibit 1 to her Petition (Paragraph 29). by charging Razavi and others overdraft fees for certain transactions where the account had enough money to pay the transaction at the moment it was authorized, but later resulted in a negative account balance at the time the transaction settled when the transaction was later “processed” for payment. The principal question raised by Defendant’s motion to dismiss is whether the contract allowed this practice.

Plaintiff’s putative Class Action Petition (the “Petition”) asserts a single claim for breach of contract under Iowa Law, which she purports to bring on behalf of a class of allegedly

similarly-situated individuals. Plaintiff alleges she has a GreenState checking account, as well as a debit card that allows her to withdraw funds and initiate transactions against her checking account by swiping or inserting the card into a terminal at a point-of-sale (e.g. a grocery store or gas station). (Petition Paragraphs 29, 59). She alleges that her relationship with GreenState is governed by a written agreement (the “contract”), which she attaches to her Petition. (Petition Paragraph 29, Exhibit 1.) The core of her suit is the manner in which GreenState assesses overdraft fees on debit card transactions.

As Plaintiff’s Petition and the Briefs of the parties acknowledge, there are two components to every debit card transaction: the authorization of the transaction and the later processing and payment of the transaction amount from the member’s account. (Petition Paragraphs 23-26). The former occurs at the point-of-sale (i.e. the moment of the customer’s interaction with the merchant), while the latter occurs at some point thereafter when the merchant presents the transaction to the credit union for payment. (Petition Paragraph 26). The timeline between authorization and processing allows for the possibility that sufficient funds will exist at the time of authorization but not the time of processing. (Id.)

Plaintiff’s putative Class Action Petition alleges that Defendant GreenState Credit Union improperly charged her an overdraft fee on a point-of-sale debit card transaction even though she had sufficient funds in her account at the time her card was swiped. Although her Petition purports to sound in breach of contract, as will be discussed below, Plaintiff never actually identifies a contract provision that GreenState purportedly breached. At best, Plaintiff alleges that she *believed* no overdraft fee would be charged for the transaction in question and identifies contract provisions and extra-contractual information that allegedly gave her this impression.

For the reasons which will be set forth below, the Court concludes that Plaintiff has failed to identify a contract provision that was allegedly breached. Instead, GreenState's contract with Plaintiff explains that overdraft fees are not based on the account balance at the time the card is swiped, but rather the balance when the transaction is later "processed" for payment. The contract further explains that, if there are insufficient funds at the time of processing, Plaintiff is subject to an overdraft fee. This is true regardless of the type of item or instrument that causes the overdraft (e.g., debit card transaction, check, ACH, etc.). The principle question for the Court and raised by Defendant's Motion to Dismiss is whether GreenState's charging of the overdraft fee was consistent with the contract language.

Plaintiff's Petition contains considerable allegations about how Plaintiff *believed* debit card transactions work. For instance, Paragraph 57 of the Petition alleges that "consumers believe that a debit card purchase is the fundamental equivalent of a cash purchase, with a swipe of a card equating to handing over cash, permanently and irreversibly. Other portions of the Petition reference positions taken by Consumer Action, a national non-profit consumer education and advocacy organization, and other portions reference positions taken by the Consumer Financial Protection Bureau. Of the 76 paragraphs of the Petition, only two quote the contract language and neither of them identifies language forbidding GreenState from determining overdraft fees at the time a transaction is processed, rather than the time a card is swiped.

I. Overview of Authorize Positive, Purportedly Settle Negative Transactions

Plaintiff's Petition alleges that Defendant charged overdraft fees on what Plaintiff refers to as "Authorize Positive, Purportedly Settle Negative Transactions" or "APPSN Transactions." (Pet. at ¶ 11). These occur due to the two-step nature of a debit card transaction. When an accountholder uses their debit card to make a purchase from a vendor, the financial institution is

first notified and must authorize the transaction for it to continue. (Pet at ¶ 23); (Def. Br. in Sup. at 2). If the transaction is authorized, the accountholder is allowed to walk away with the goods or services the vendor provided. However, the transaction is not yet complete. The funds will not be transferred from the account to the vendor until a later time, a moment which the parties alternatively refer to as the time a transaction “settles” into the account (in the words of the Plaintiff) or the moment the transaction is “processed” (in the words of the Defendant). (Pet. at ¶ 14); (Def. Br. in Sup. at 2).

Between the moment the transaction is authorized and the time the funds are transferred, the amount of money available in the account may change. This is because Green State will reorder the transactions which post to the account each day to match a specific payment order provided by the contract. (Pet. Ex. 1 at 3 (subheading “PAYMENT ORDER OF ITEMS”)). This difference sometimes results in an account being overdrawn by a transaction when that account appeared to have enough funds to pay it at the time it was authorized. Plaintiff argues that the contract prohibits charging an overdraft fee in this scenario, and that Defendant should instead be required to make an overdraft determination and charge a fee at the moment the transaction is authorized. Defendant argues that the contract requires Defendant to make its overdraft determinations and fee assessments at the time it transfers the funds.

II. Green State Credit Union’s Accountholder Agreement

The contract language at issue in this case comes from two documents, the Green State Electronic Funds Transfer Agreement, attached as Exhibit 1 to the Petition, and Green State’s Overdraft Disclosure Statement, attached as Exhibit 7 to Plaintiff’s Brief in Resistance to the Motion to Dismiss. Though these are two distinct documents, the parties’ briefs treat them as being part of the same contractual arrangement and so the Court considers them to encompass

one contract. There are two sections of the Electronic Funds Transfer Agreement which are at issue in this dispute: the section titled “Overdrafts and overdraft protection” and the section titled “PAYMENT ORDER OF ITEMS.”

The “Overdrafts and overdraft protection” portion of the contract states:

You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. Please see our current Rate and Fee Schedule for fee information. Fees may be imposed for overdrafts created by check, ACH, Point-of-Sale, ATM withdrawal, in-person withdrawal, or other electronic items. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. An overdrawn balance must be repaid within 32 days. We may not pay items if you do not maintain your account in good standing by bringing your account to a positive balance within every thirty-two (32) day period, if you default on any loan or other obligation to us, or if your account is subject to any legal or administrative order or levy. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

(Pet. Ex. 1 at 2 (subheading “Overdrafts and overdraft protection”)).

The “PAYMENT ORDER OF ITEMS” section of the contract continues:

The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process ACH credit items first, in the order they are received on the day they are processed. We process ACH debit items second, from lowest to highest dollar amount on the day they are processed. We process card transactions third, in the order they are received on the day they are processed. We process checks and similar items fourth, in numerical order with the lowest check number being processed first on the day they are processed. If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our

discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

(Pet. Ex. 1 at 3 (subheading “PAYMENT ORDER OF ITEMS”)).

Finally, the Overdraft Disclosure Statement contains the following relevant provisions:

“An overdraft occurs when you do not have enough money in your account to cover a transaction, but GreenState pays it anyway so that the transaction is not immediately declined.”

(Pl. Br. in Res. Ex. 7 at 1 (“What You Need to Know about Overdrafts and Overdraft Fees”)).

The default standard is GreenState Credit Union will authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number (including ACH transactions)
- Automatic bill payments (including recurring monthly payments)

GreenState will not authorize or pay overdrafts for the following types of transactions ***unless you ask us to:***

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion; we do not guarantee we will always authorize and pay any type of transaction

If we do not authorize and pay an overdraft, your transaction will be declined.

(Pl. Br. in Res. Ex. 7 at 1-2 (“What are the standard overdraft practices that come with my account?”) (emphasis in original). Finally, the Overdraft Disclosure Statement includes a heading titled “Can I request that GreenState authorize and pay overdrafts on my ATM and everyday debit card transactions?” (Pl. Br. in Res. Ex. 7 at 2).

ANALYSIS

I. Motion to Dismiss Standards

Dismissal is appropriate pursuant to Iowa Rule of Civil Procedure 1.421(1)(f) if the Petition “fails to state a claim which any relief may be granted.” A pre-answer motion to dismiss under Iowa Rule of Civil Procedure 1.421(1)(f) should be granted “when it appears to a certainty that the plaintiff would not be entitled to relief under any state of facts that could be proved in support of the claims asserted.” *Pennsylvania Life Insurance Co. v. Simoni*, 641 N.W.2d 807, 810 (Iowa 2002). “A court should grant a motion to dismiss ‘only if the petition on its face shows no right of recovery under any state of facts.’” *Young v. HealthPort Technologies, Inc.*, 877 N.W.2d 124, 127 (Iowa 2016) (quoting *Tate v. Derifield*, 510 N.W.2d 885, 887 (Iowa 1994)). “When a moving party attacks a claim by filing a motion to dismiss, that party ‘admits well-pleaded facts and waives ambiguity or uncertainty in the petition.’” *Id.* (quoting *Schaffer v. Frank Moyer Const., Inc.*, 563 N.W.2d 605, 607 (Iowa 1997)). “Under our notice-pleading standards, nearly every case will survive a motion to dismiss for failure to state a claim upon which any relief may be granted.” *Id.* “In ruling on a motion to dismiss, a court construes the petition in the light most favorable to the plaintiff and resolves any doubts in the plaintiff’s favor.” *Id.* at 128.

“A Motion to Dismiss admits the well-pleaded facts in the Petition, but not the conclusion.” *Kingsway Cathedral v. Iowa Department of Transp.*, 711 N.W.2d 68 (Iowa 2006). In a ruling on a Motion to Dismiss, the Court should consider documents attached to or referenced in the pleading. *Karon v. Elliott Aviation*, 937 N.W.2d 334, 347-48; King 818 N.W.2d 6,N.1.

“Construction and interpretation of contracts are to be resolved by the Court as a matter of law.” *McKenzie v. E. Iowa Tire, Inc.*, 448 N.W.2d 464, 466 (Iowa 1989). In determining the party’s intent, Courts “are bound by what the contract says except in cases of ambiguity.” *RPC*

Liquidation v. Iowa Department of Transp., 717 N.W.2d 317, 321 (Iowa 2006). “And when the contract is not ambiguous, we will enforce it as written.” *Id.* An unambiguous contract does not become ambiguous merely because enforcement of its terms is allegedly unfair. *Krause v. Krause*, 589 N.W.2d 721, 726–27 (Iowa 1999) (District Court erred by using concerns about what a “layperson” would understand to impact its interpretation of unambiguous contract.)

II. Breach of Express Contract

The only cause of action presented in the complaint alleges breach of an express contract.

Generally, to establish a claim for a breach of contract, [a plaintiff] must show “(1) the existence of a contract; (2) the terms and conditions of the contract; (3) that it has performed all the terms and conditions required under the contract; (4) the defendant’s breach of the contract in some particular way; and (5) that plaintiff has suffered damages as a result of the breach.”

Iowa Arboretum, Inc. v. Iowa 4-H Foundation, 886 N.W.2d 695, 706 (Iowa 2016) (quoting *Iowa Mortgage Ctr., L.L.C. v. Baccam*, 841 N.W.2d 107, 110-11 (Iowa 2013)). For the purposes of this motion, Defendant only challenges the fourth of these elements. Defendant argues that the conduct alleged by Plaintiff is not a breach of the contract. For the reasons that follow, the Court agrees with Defendant.

Plaintiff presents three arguments for interpreting the contract in a way which forbids assessing overdraft fees on APPSN transactions. First, Plaintiff argues that the contract sets the timing for determining when an overdraft occurs as when Defendant makes the decision to “honor” a request that overdraws an account balance. Because, Plaintiff suggests, Defendant is bound by “must pay” rules related to debit card transactions, the only time Defendant can exercise its discretion and choose to “honor” a transaction is at the moment the customer attempts to make a payment through their card. Thus, Plaintiff asserts, the only time Defendant is allowed to assess an overdraft fee is at the moment the transaction is authorized. Plaintiff finds

further support for this position from a sentence in the contract’s payment order language which says: “If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF).” (Pet. Ex. 1 at 3 (subheading “PAYMENT ORDER OF ITEMS”)). Plaintiff suggests that this sentence links the moment an overdraft is determined with the moment Defendant exercises their discretion to approve or reject a payment.

Plaintiff’s second argument is that the overdraft disclosure document defines the moment an overdraft fee may be assessed as the moment Defendant “pays” a transaction. Plaintiff argues that Defendant “pays” a transaction at the moment the transaction is authorized because the overdraft disclosure statement consistently uses the phrase “authorize and pay” throughout the document, effectively linking the two terms together—and due, again, to “must pay” rules. Plaintiff’s third argument is that the moment an overdraft fee is determined is irrelevant because Defendant places a “debit hold” on the funds for any debit card transaction which Defendant authorizes, so any transaction which authorizes into a positive account balance must always have funds available to pay for the transaction.

Defendant argues that “The Contract permits – indeed requires – GreenState to determine overdraft fees on the basis of account balance at the time the transaction is processed, not the time the debit card is swiped” (Def. Brief in Support of Motion to Dismiss, Pg. 6). According to Defendant, the payment order language of the contract, and corresponding promise that the payment order affects overdraft fee determinations, can only mean that Defendant is required to process card transactions after all ACH items from the same day and assess overdraft fees only at the time this processing occurs. Defendant argues that any interpretation put forward by Plaintiff would leave this section of the contract meaningless, and so the rule of contract interpretation

requiring that the entire contract be given effect supports their interpretation. Defendant also argues that the overdraft disclosure statement's use of "authorize and pay" indicates that the moment a transaction is authorized and the moment it is paid are distinct—otherwise, only one word would have been used. Thus, Defendant argues, the moment of payment must be synonymous with the moment the transaction is "processed" per the payment order provision. Finally, Defendant argues that Plaintiff's reliance on "must pay" rules and any industry custom regarding "debit holds" is irrelevant because it is information external to the contract.¹

"The interpretation of a written contract is a question of law, unless the contract is ambiguous." *Margeson v. Artis*, 776 N.W.2d 652 (Iowa 2009). "The primary goal of contract interpretation is to determine the parties' intentions at the time they executed the contract." *Walsh v. Nelson*, 622 N.W.2d 499, 503 (Iowa 2001).

[Contract] [i]nterpretation involves a two-step process. First, from the words chosen, a court must determine "what meanings are reasonably possible." In so doing, the court determines whether a disputed term is ambiguous. A term is not ambiguous merely because the parties disagree about its meaning. A term is ambiguous if, "after all pertinent rules of interpretation have been considered," "a genuine uncertainty exists concerning which of two reasonable interpretations is proper."

Rick v. Sprague, 706 N.W.2d 717, 723 (Iowa 2005) (quoting *Walsh*, 622 N.W.2d at 503). "Once the court identifies an ambiguity, it then must 'choos[e] among possible meanings.'" *Id.* (alteration in original). "If extrinsic evidence is necessary to resolve the meaning of ambiguous language, 'a question of interpretation arises which is reserved for the trier of fact.'" *Id.*

As an initial matter, the contract clearly provides that GreenState is permitted to charge overdraft fees on debit card transactions in some circumstances. (Petition, Ex. 1, at p. 2 ("Fees

¹ Additionally, both parties cited several non-controlling cases dealing with similar disputes from around the country. This Court has reviewed the cases cited and found them all to have material distinctions which make them unhelpful for resolving the present dispute.

may be imposed for overdrafts created by check, ACH, Point-of-Sale, ATM withdrawal, in-person withdrawal, or other electronic items.”); *id.*, at p. 3 (“If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF).”)) These provisions unambiguously authorize Defendant to pay a charge which overdraws an account and allows Defendant to charge a fee for doing so. Thus, any fee determination must be made at the moment Defendant “pays” the transaction. Other definitional provisions also link the moment of payment with the moment an overdraft is determined. The payment order section provides that an overdraft is created when Defendant “pay[s] [an] item” when that “check, item or transaction is presented without sufficient funds.” (Pet. Ex. 1 at 3 (subheading “PAYMENT ORDER OF ITEMS”). The overdraft disclosure statement also does this, stating “[a]n overdraft occurs when you do not have enough money in your account to cover a transaction, but GreenState pays it anyway so that the transaction is not immediately declined.” (Pl. Br. in Res. Ex. 7 at 1 (“What You Need to Know about Overdrafts and Overdraft Fees”)). So, the question becomes whether the moment a transaction is paid is linked with the moment of authorization or settlement.

Under Iowa’s rules of contract interpretation, “it is assumed in the first instance that no part of [a contract] is superfluous; an interpretation which gives a reasonable, lawful, and effective meaning to all terms is preferred to an interpretation which leaves a part unreasonable, unlawful, or of no effect.” *Iowa Fuel & Minerals, Inc. v. Iowa State Bd. of Regents*, 471 N.W.2d 859, 863 (Iowa 1991); Restatement (Second) of Contracts § 203(a) (1981). The Court finds this rule is dispositive. The only interpretation this rule allows, and so the only reasonable interpretation of the Green State Contract, requires Defendant to determine overdraft fees at the moment of item is processed and paid.

Several aspects of the contract show this is the case. First, the contract notes: “The payment order can affect the number of items overdrawn or returned unpaid and the amount of fees you may have to pay.” (Pet. Ex. 1 at 3 (subheading “PAYMENT ORDER OF ITEMS”). This sentence makes it definite that the payment order language has something to do with the determination of overdraft fees. This can only be true if the payment order dictates the moment an overdraft is determined, and so the moment a fee may be charged. The payment order itself states:

Our policy is to process ACH credit items first, in the order they are received on the day they are processed. We process ACH debit items second, from lowest to highest dollar amount on the day they are processed. We process card transactions third, in the order they are received on the day they are processed. We process checks and similar items fourth, in numerical order with the lowest check number being processed first on the day they are processed.

Id. There is only one possible meaning of this provision: At the end of each day, Green State will collect the transactions on the account from the day and reorder them according to the order provided by the agreement. Then, Green State will “process” the transactions in the new order. If a transaction overdraws an account during this processing, Defendant charges an overdraft fee.

Plaintiff has not suggested, and this Court could not find, any alternative interpretation of this provision. So, in order to give effect to both the payment order language and the clause stating that the payment order has an effect on the number of overdraft fees incurred, this Court must interpret the moment of “processing” under the payment order as equivalent to the moment of “payment” for the purposes of overdraft determination. This interpretation is even further supported by the fact that the heading of this section in the contract is “PAYMENT ORDER OF ITEMS.” The section was obviously intended to establish the order transactions with the account are “paid” in. In addition, Plaintiff’s interpretation would make the use of the terms “authorize” and “pay” in the overdraft disclosure statement redundant. Defendant’s interpretation provides

the words “authorize” and “pay” with independent meanings, and so better gives effect to the entire contract. *See also Kibbee v. State Farm Fire and Casualty Co.*, 525 N.W.2d 866, 869 (Iowa 1994).

Finally, Plaintiff’s primary suggested interpretation generally relies on industry “must pay” rules to assert that Defendant can only exercise its authority to choose between paying an item or returning the item for insufficient funds at the moment of authorization. This argument finds no support in the contract. Nothing in the contract itself suggests that the moment of authorization is the only time Defendant may make a determination of whether account funds are sufficient for the transaction. Further, Plaintiff’s argument that a “debit hold” is placed on the funds when a transaction authorizes into a positive account, ensuring that the transaction always has sufficient funds to avoid an overdraft fee, is equally outside the scope of the contract. The contract makes no reference to any “debit hold,” nor does it provide that any such hold means that the payment order language of the contract will be disregarded. Thus, the arguments relying on these points cannot be used to inject ambiguity into an otherwise-unambiguous contract. *Sprague*, 706 N.W.2d at 723 (“[T]he words of the contract remain the key to determining whether the ... terms ... are ambiguous.”).

GreenState’s contract does not permit transactions to be processed “at any time of day,” but rather requires them to be processed after ACH credit and debit items from the same day. (Petition, Exhibit 1, Page 3). This means GreenState by definition does not process debit card transactions at the moment of the customer’s interaction with the merchant – i.e., the moment the card is swiped – as this would cause such transactions to be processed before ACH credit and debit items from the same day, in contravention of the plain language of the payment order section.

Plaintiff's resistance to Defendant's Motion to Dismiss asks the Court to consider a hypothetical in which a GreenState customer has \$50 in her checking account and then buys various small items in five transactions for a total of \$30 in debit card purchases. Later that evening, a subsequent debit charge of \$55 is authorized and posted to the account and GreenState charges an overdraft fee on that transaction. Plaintiff posits the questions whether she may be charged an overdraft fee on only one of the transactions (the later \$55 debit), as Plaintiff contends, or on six of the transactions, as GreenState contends. Defendant posits a slight change to Plaintiff's hypothetical to illustrate there is nothing unfair at all about what GreenState does – and more importantly, shows what Plaintiff's breach of contract claims fail as a matter of law. Greenstate asks the Court to consider the same hypothetical and the same hypothetical debit card transactions except the customer: (a) only has \$1 in her account at the time of the first transaction; but (b) knows her paycheck will be deposited via ACH the next day in an amount sufficient to cover all the transactions. Under Plaintiff's interpretation of the contract, the customer would incur six separate overdraft fees even though her ACH deposit would occur prior to the processing of the debit card transactions and the contract promises that overdraft fees are determined at the time of processing. GreenState's interpretation and GreenState's position in this litigation enforces the contract as written and therefore protects the customer from those overdraft fees. The Court cannot entertain or condone an interpretation that would subject a customer to six overdraft fees for following the letter of the contract.

For all these reasons, the Court finds that the Green State accountholder agreement is unambiguous, and it requires Defendant to determine whether an overdraft fee is appropriate at the moment of settlement and not at the moment of authorization.

III. The Parties' Arguments Regarding Preemption and Good Faith and Fair Dealing

Finally, the parties presented additional arguments in their briefing regarding the implied covenant of good faith and fair dealing and whether state overdraft fee disclosure requirements have been preempted by federal truth-in-lending regulations. The petition in this case did not state a claim for breach of the implied covenant of good faith and fair dealing or a claim that Defendant's overdraft fee disclosures are insufficient. Accordingly, the Court need not address these issues.

RULING

For all of the above-stated reasons, it is the ruling of the Court that the Defendant's Motion to Dismiss is GRANTED and Plaintiff's Petition is dismissed at Plaintiff's cost.

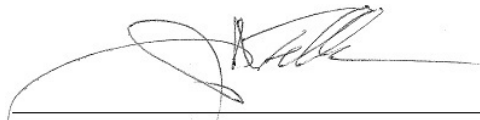


State of Iowa Courts

Type: OTHER ORDER

Case Number LACV081674
Case Title CATHERINE RAZAVI V. GREEN STATE CREDIT UNION

So Ordered



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