

CLOSED

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MICHAEL O'BRIEN, on behalf of himself
and all others similarly situated,

Plaintiff,

-vs-

PORTFOLIO RECOVERY ASSOCIATES,
LLC; and JOHN DOES 1-25,

Defendant.

Civil Action No. 2:16-cv-04634 (SDW)(SCM)

Civil Action

FINAL APPROVAL ORDER

THIS MATTER having been brought before the Court on motion by Jones, Wolf & Kapasi, LLC, attorneys for Plaintiff Michael O'Brien ("Plaintiff"), on behalf of herself and all others similarly situated, on notice to all counsel of record, and the Court having considered all papers filed in connection with this matter and having heard the arguments of counsel, and for good cause shown;

UPON CONSIDERATION of Plaintiff's request for final approval of the Class Settlement Agreement ("Agreement") between Plaintiff and Portfolio Recovery Associates, LLC, ("PRA"), the Court orders and finds as follows:

1. This Court has jurisdiction over the subject matter of this lawsuit, Plaintiff, Settlement Class members, and PRA;

2. The following Settlement Class is certified pursuant to Fed. R. Civ. P.

23(b)(3):

All persons in the State of New Jersey to whom PRA sent a written communication which is materially similar to the form attached as Exhibit A to Plaintiff's Complaint, in an attempt to collect a debt, which originated with Washington Mutual Bank and/or Provident National Bank, and was not returned as undeliverable by the United States Post Service, during the period beginning August 1, 2015 to August 1, 2016

3. Based on the Parties' stipulations in the Settlement Agreement: (A) the Settlement Class as defined is sufficiently numerous such that joinder is impracticable; (B) common questions of law and fact predominate over any questions affecting only individual Settlement Class members, and included whether or not PRA violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. by allegedly making false, deceptive and misleading representations in connection with its attempts to collect debts from Plaintiff and others similarly situated; (C) the Plaintiff's claims are typical of the Settlement Class members' claims; (D) Plaintiff is an appropriate and adequate representative for the Class and her attorney, Joseph K. Jones, is hereby appointed Class Counsel; and (E) a class action is the superior method for the fair and efficient adjudication of the claims of the Settlement Class members.

4. The Court approved a form of notice for mailing to the Settlement Class. The Court is informed that actual notice was sent by first class mail to approximately 419 Settlement Class members by Hoffler Claims Group, LLC, the third-party settlement administrator. A total of 36 envelopes were returned by the United States Postal Service, of which were returned with forwarding addresses and re-mailed. No Settlement Class members requested exclusion, and no objections were filed or received.

5. On June 25, 2018, the Court held a fairness hearing to which Settlement Class members, including any with objections, were invited. Excluded from the Settlement Class are those persons, identified in Exhibit A hereto, who timely and validly requested exclusion.

6. The Court finds that provisions for notice to the Settlement Class satisfy the requirements of due process pursuant to the Federal Rules of Civil Procedure, including Rule 23, the United States Constitution and any other applicable law.

7. The Court finds that the settlement is fair, reasonable, and adequate and hereby finally approves the Agreement submitted by the Parties, including the Release and payments by PRA. In accordance with the terms of the Agreement, PRA shall make the following payments:

A. PRA will create a class settlement fund of \$20,000.00 ("Class Recovery"), which the Class Administrator, Hoffler Claims Group, LLC, will distribute pro rata among those Settlement Class Members who did not exclude themselves. Claimants will receive a pro rata share of the Class Recovery by check. Checks issued to Claimants will be void sixty (60) days from the date of issuance. If any portion of the Settlement Class Recovery remains after the void date on the Claimants' checks, these remaining funds will be distributed to National Consumer Law Center in accordance with the Agreement.

B. PRA shall pay Plaintiff, Michael O'Brien \$1,500.00.

C. PRA shall pay Class Counsel \$25,000,000 in full satisfaction for attorneys' fees and costs incurred in the action.

8. The Parties grant the following releases:

A. Plaintiff, including each and every one of his respective agents, representatives, attorneys, heirs, assigns, or any other person acting on his behalf or for his benefit, and any person claiming through him (collectively "Releasors"), releases and discharges PRA, as well as its parent corporations, predecessors and successors in interest and present and former affiliates, subsidiaries, insurers, officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries,

representatives, partners, attorneys, or assigns, (in their respective capacities as officers, directors, agents, employees, members, shareholders, general partners, limited partners, beneficiaries, representatives, attorneys, or assigns for PRA) (collectively, "Released Parties"), from all causes of action, suits, claims, or demands, in law or in equity, known or unknown at this time which Releasors now have or ever had against the Released Parties, or any of them, under any legal theory, whether or not alleged, related to or arising from matters that occurred from the beginning of time up through the Effective Date as defined in the Class Settlement Agreement. Without limiting the generality of the foregoing, Releasors release the Released Parties of all claims that were made or that could have been made in this lawsuit including all claims relating to PRA's collection activity.

B. Each member of the Settlement Class who did not exclude themselves from the settlement hereby releases and discharges the Released Parties of all causes of action, suits, liability, and claims, including claims for the payment of attorney's fees and costs arising out of or related to PRA's collection letter that is attached as Exhibit A to Plaintiff's Complaint [Doc. 1, Exhibit A].

C. Plaintiff and each Settlement Class member DO NOT release any defense they may have with respect to the underlying debts which PRA

was attempting to collect, including (i) whether any debt is in fact owed, (ii) the crediting of payments on any debt.

D. PRA does NOT release its claims, if any, against Plaintiff or any member of the Settlement Class for the payment of the debts. The underlying debts PRA sought to collect are not affected by the Agreement. The Agreement does not prevent PRA from continuing to attempt to collect the debts allegedly owed by the Settlement Class members.

9. The Court finds the Agreement is fair and made in good faith.

10. The terms of the Agreement are incorporated into this Order. This Order shall operate as a final judgment and dismissal without prejudice of the claims in this action.

11. The Court finds, in accordance with Fed. R. Civ. P. 54(b), that there is no just reason for delay of enforcement of, or appeal from, this Order.

12. The Court retains exclusive jurisdiction to enforce the terms and provisions of the Agreement and this order.

13. The Parties are hereby ordered to comply with the terms of the Agreement and this Order.

IT IS SO ORDERED:

Dated:

6/25/18

HON.



U.S.M.J.