

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PORTLAND DIVISION

SHAWN RYAN, *on behalf of himself and
others similarly situated*,

Civil Action No. 3:15-cv-01067-HZ

Plaintiff,

v.

DeVILLE ASSET MANAGEMENT, LTD.,
and **JAY B. LEDFORD**,

**ORDER OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
AWARD OF ATTORNEYS' FEES
AND EXPENSES**

Defendants.

On October 27, 2016, Shawn Ryan (“Plaintiff”) filed his unopposed motion to preliminarily approve the parties’ proposed class settlement.

On December 7, 2016, this Court preliminarily approved the parties’ proposed settlement.

On December 28, 2016, First Class, Inc. distributed notice of the parties’ proposed class settlement, as ordered.

On January 25, 2017, Defendants served the Class Action Fairness Act (“CAFA”) notice required by 28 U.S.C. § 1715 on the United States Attorney General and the Attorney General of the State of Oregon.

On January 27, 2017, Plaintiff filed his unopposed motion to finally approve the parties’ proposed settlement.

On April 18, 2017, this Court held a fairness hearing regarding Plaintiff's and Defendants' proposed settlement.

Having considered Plaintiff's unopposed motion, this Court finally approves the proposed settlement.

This Court also confirms that it has jurisdiction over this matter and the parties to it.

This Court also confirms its certification under Rule 23(b)(3) of the Federal Rules of Civil Procedure, for settlement purposes, of the class of all unique individuals who fit within at least one of the following definitions:

All persons (1) with an Oregon address, (2) to whom DeVille Asset Management, Ltd. and Jay B. Ledford sent a written communication, (3) between June 16, 2014 and June 16, 2015, (4) and in connection with the collection of a consumer debt, (5) that indicated a "Balance Due" or an "Account Balance"—or otherwise stated the amount owed on the subject debt—without any statement as to whether interest, late fees, or other charges were accruing.

All persons (1) with an Oregon address, (2) to whom DeVille Asset Management, Ltd. and Jay B. Ledford sent a written communication, (3) between June 16, 2014 and June 16, 2015, (4) and in connection with the collection of a consumer debt older than six years, (5) that offered to settle the debt for less than the full amount, but failed to make any representation as to whether the debt was legally enforceable.

All persons (1) with an Oregon address, (2) to whom DeVille Asset Management, Ltd. and Jay B. Ledford sent an initial debt collection communication, (3) between June 16, 2014 and June 16, 2015, (4) and in connection with the collection of a consumer debt, (5) that failed to state (a) whether interest was accruing on the subject debt, and, if interest was accruing, the amount of interest due as of the date of the initial communication, and/or (b) the effective date as of which an amount would suffice to pay off the subject debt in full, and/or (c) the date as of which any unpaid accrued interest was calculated, and/or (d) the applicable interest rate.

All persons (1) with an Oregon address, (2) to whom DeVille Asset Management, Ltd. and Jay B. Ledford sent an initial debt collection communication, (3) between June 16, 2014 and June 16, 2015, (4) and in connection with the

collection of a consumer debt, (5) that failed to state the name of the creditor to whom the debt was owed.

This Court finds that this matter meets the applicable prerequisites for class action treatment under Rule 23, namely:

1. The class members are so numerous that joinder of all of them is impracticable;
2. There are questions of law and fact common to the class members, which predominate over any individual questions;
3. Plaintiff's claims are typical of the class members' claims;
4. Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of all of the class members; and
5. Class treatment of Plaintiff's claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

Schuchardt v. Law Office of Rory W. Clark, 314 F.R.D. 673, 681 (N.D. Cal. 2016) (certifying class alleging claims under the Fair Debt Collection Practices Act).

This Court also appoints Shawn Ryan as class representative for the classes, and the following attorney and law firm as class counsel for class members:

Jesse S. Johnson
Greenwald Davidson Radbil PLLC
5550 Glades Road, Suite 500
Boca Raton, Florida 33431

This Court approves the terms of the parties' settlement, the material terms of which include, but are not limited to:

1. Defendants will pay to Mr. Ryan \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(B)(i).
2. Defendants will create a settlement fund in the amount of \$4,000.00, which will be distributed on a pro-rata basis to each of the 39 class members who did not

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exclude themselves from this settlement, pursuant to 15 U.S.C. § 1692k(a)(2)(B)(ii).

3. Defendants will pay the costs of notice and administration of the settlement separate and apart from any monies paid to Plaintiff, class members, or class counsel.

This Court additionally finds that the parties' notice of class action settlement, and the distribution thereof, satisfied the requirements of due process under the Constitution and Rule 23(e), that it was the best practicable under the circumstances, and that it constitutes due and sufficient notice to all persons entitled to notice of class action settlement.

This Court similarly finds that the parties' notice of class action settlement was adequate and gave all class members sufficient information to enable them to make informed decisions as to the parties' proposed settlement, and the right to object to, or opt-out of, it.

This Court additionally finds that Plaintiff's and Defendants' settlement, on the terms and conditions set forth in their class action settlement agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the class members.

This Court finds that the class members were given a fair and reasonable opportunity to object to the settlement. No class member(s) objected to the settlement.

This order is binding on all class members, except those individuals who validly and timely excluded themselves from the settlement.

This Court approves the individual and class releases set forth in the class action settlement agreement. The released claims are consequently compromised, settled, released, discharged, and dismissed with prejudice by virtue of these proceedings and this order.

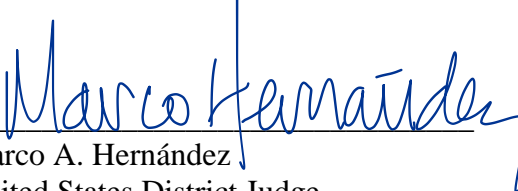
This Court awards a total of \$55,000 for class counsel's costs, expenses, and attorneys' fees.

This action is dismissed with prejudice as to all other issues and as to all parties and claims.

This Court retains continuing and exclusive jurisdiction over the parties and all matters relating this matter, including the administration, interpretation, construction, effectuation, enforcement, and consummation of the settlement and this order.

IT IS SO ORDERED.

Dated this 18 Day of April, 2017.



Marco A. Hernández
United States District Judge