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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

SANDRA LEE JACOBSON,  
Plaintiff,  
v.  
PERSOLVE, LLC, et al.,  
Defendants.

Case No. 14-CV-00735-LHK

**ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Re: Dkt. No. 156

WHEREAS Plaintiff Sandra Lee Jacobson (“Plaintiff”), on behalf of herself and the members of the certified damages class (individually referred to as “Class Members”; collectively referred to as the “Class”), and Defendants Persolve, LLC and Stride Card, LLC (“Defendants”) have agreed, subject to Court approval following notice to the Settlement Class and a hearing, to settle the instant suit upon the terms set forth in the Fourth Amended Settlement Agreement (“Agreement”), ECF No. 148-3;

WHEREAS, this Court has reviewed and considered the Agreement entered into among the parties, together with all exhibits thereto, the record in this case, and the briefs and arguments of counsel;

WHEREAS, plaintiffs have applied for an order entering final judgment and granting final

1 approval of class action settlement, ECF No. 156;

2 IT IS ORDERED as follows:

3 1. JURISDICTION: The Court has jurisdiction over the subject matter of the instant  
4 suit, and this Court has personal jurisdiction over Plaintiff, Defendants, and all of the Class  
5 Members.

6 2. SETTLEMENT AGREEMENT APPROVAL: The Court finds that the Agreement,  
7 ECF No. 148-3, is the product of arm's length negotiations between the parties. Moreover, the  
8 Agreement was reached after extensive discovery and motions practice such that the parties are  
9 aware of the strengths and weaknesses of their respective cases. The Court notes that Defendants  
10 contend that Persolve has a negative net worth and that Stride Card has a net worth of less than  
11 \$35,000. These contentions, if true, would limit Plaintiff's potential recovery at trial. The Court  
12 additionally notes that the parties dispute whether Stride Card is the type of entity that can be held  
13 liable for Plaintiff's statutory claims, an issue that would require the parties to incur additional  
14 costs through motions for summary judgment or through trial. Thus, multiple uncertainties remain  
15 in Plaintiff's case and, without settlement, there is a high potential for additional costly litigation.  
16 Under these circumstances, the Court finds the terms of the Agreement to be "fair, reasonable, and  
17 adequate." *Officers for Justice v. Civil Serv. Comm'n of the City & Cty. of S.F.*, 688 F.2d 615, 625  
18 (9th Cir. 1982) (setting forth factors for final approval). Accordingly, the Court finally approves  
19 the Agreement, and incorporates its terms herein.

20 3. THE CLASS: On June 4, 2015, the Court certified the following class pursuant to  
21 Federal Rule of Civil Procedure 23(a) and 23(b)(3):

22 (i) all persons with addresses in California (ii) to whom PERSOLVE  
23 sent, or caused to be sent, a notice in the form of Exhibit "1" on  
24 behalf of STRIDE CARD (iii) in an attempt to collect an alleged  
25 debt originally owed to Wells Fargo Bank, N.A. (iv) which was  
26 incurred primarily for personal, family, or household purposes, (v)  
27 which were not returned as undeliverable by the U.S. Post Office  
28 (vi) during the period one year prior to the date of filing this action  
through the date of class certification.

Based on Defendants' records as of September 28, 2015, there are 469 persons in the Class.



1 2012) (“[I]n this district, a \$5,000 incentive award is presumptively reasonable.”). Accordingly,  
2 the Court orders Defendants to pay the Class Representative a \$1,500 incentive award as provided  
3 in the Agreement.

4 11. CLASS COUNSEL: On June 4, 2015, the Court held that Fred W. Schwinn and  
5 Raeon Roulston of Consumer Law Center, Inc., and O. Randolph Bragg of Horwitz, Horwitz, &  
6 Associates, Ltd., were adequate to act as counsel for the Class and appointed them as Class  
7 Counsel.

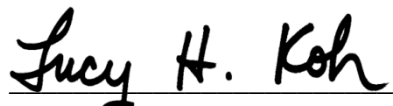
8 12. SETTLEMENT ADMINISTRATOR: In the order granting preliminary approval,  
9 the Court approved ILYM Group Inc. (“ILYM”), to act as the Settlement Administrator and carry  
10 out the responsibilities assigned to it under the Agreement. The Court orders Defendants,  
11 pursuant to the Agreement, to pay ILYM \$11,000 in fees and costs for its service as Settlement  
12 Administrator.

13 13. RETAINED JURISDICTION: Without affecting the finality of this Order or final  
14 judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement of  
15 the Agreement pursuant to further orders of the Court until the final judgment contemplated  
16 hereby has become effective and each and every act agreed to be performed by the parties hereto  
17 shall have been performed pursuant to the Agreement; (2) any other action necessary to conclude  
18 this settlement and to implement the Agreement; and (3) the enforcement, construction, and  
19 interpretation of the Agreement.

20 14. NO ADMISSION OF LIABILITY: As specified in the Agreement, Defendants  
21 dispute Plaintiff’s claims and make no admission of liability.

22 **IT IS SO ORDERED.**

23  
24 Dated: December 14, 2016

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27 LUCY H. KOH  
28 United States District Judge