

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DANIEL VANDERKODDE,
ANITA BECKLEY, and RUBY
ROBINSON, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

MARY JANE M. ELLIOTT, P.C.,
MIDLAND FUNDING, LLC,
MIDLAND CREDIT
MANAGEMENT, INC., ENCORE
CAPITAL GROUP, INC., and
LVNV FUNDING, LLC

Defendants.

Case No. 1:17-cv-203

HON. PAUL L. MALONEY

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

Upon consideration of the Unopposed Motion for Final Approval of the Settlement of the above-referenced litigation under the terms of a Settlement Agreement (ECF No. 276-1) and having heard argument regarding the fairness and adequacy of the Settlement Agreement at the Fairness Hearing conducted on April 13, 2026, the Court hereby orders and adjudges as follows:

1. For purposes of this Order, capitalized terms used herein have the definitions set forth in the Settlement Agreement, which is incorporated herein by reference.

2. Class Members had the opportunity to be heard on all issues regarding the reasonableness and adequacy of the Settlement Agreement, including with respect to the resolution and release of their claims, by submitting objections to the Settlement Agreement to the Court, and by participating in the Fairness Hearing.

3. No Class Member elected to be excluded from the Class and no Class Member submitted a written objection or appeared to object at the Fairness Hearing.

4. The Unopposed Motion for Final Approval of the Settlement Agreement is hereby GRANTED, the settlement of the litigation is APPROVED as fair, reasonable, and adequate, and the settling parties are hereby directed to take the necessary steps to effectuate the terms of the Settlement Agreement.

5. Solely for the purpose of settlement in accordance with the Settlement Agreement, and pursuant to Rule 23(a) and (b)(3), this Court hereby certifies the following classes (together, the "Settlement Class"):

Elliott/Midland Class. A class comprising: (a) every natural person; (b) against whom a money judgment, in a civil action to collect a debt incurred for personal, family, or household purposes, was entered by a

Michigan court in favor of Midland Funding, LLC; (c) where the judgment was *not* rendered on a written instrument or promissory note; and (d) from whom Mary Jane M. Elliott, P.C. collected an amount which was applied towards the judgment balance, during the period from April 11, 2011 to March 1, 2024, which had applied judgment interest that exceeded the rate allowed by MCL 600.6013(8).

Elliott/LVNV Class. A class comprising: (a) every natural person; (b) against whom a money judgment, in a civil action to collect a debt incurred for personal, family, or household purposes, was entered by a Michigan court in favor of LVNV Funding, LLC; (c) where the judgment was *not* rendered on a written instrument or promissory note; and (d) from whom Mary Jane M. Elliott, P.C. collected an amount which was applied towards the judgment balance, during the period from April 11, 2011 to March 1, 2024, which had applied judgment interest that exceeded the rate allowed by MCL 600.6013(8).

6. Consistent with the Settlement Agreement, the following are excluded from the Settlement Class and each Settlement Sub-Class:

1) All Settlement Class members whose accounts have been discharged in bankruptcy as of the date of Preliminary Approval (2) all Settlement Class members who are deceased as of the date of Preliminary Approval; (3) all persons who elect to exclude themselves from the Settlement Class; and (4) the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family (collectively, the "Exclusions").

7. The Court appoints Daniel VanderKodde as representative of the Elliott/LVNV Class and Anita Beckley as representative of the Elliott/Midland Class.

8. For the purposes of settlement only, the Court finds that each element required for certification of the Settlement Class pursuant to Rule 23(a) of the Federal Rules of Civil Procedure has been met: (a) the members of the Settlement Class are so numerous that their joinder in this action would be impracticable; (b) the common issue of whether the Defendants violated federal and state debt collection laws by adding interest to judgments entered against Settlement Class Members exceeding that specified by Mich. Comp. Laws § 600.6013(8), predominates over any individual questions; (c) for the same reasons, the claims of the representatives for the Settlement Class in the action are typical of the claims of the Settlement Class; and (d) the

persons appointed as representatives of the Settlement Class their Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of this action.

10. The Court also finds that the Settlement Agreement was negotiated at arm's length and with the assistance of mediator Lee T. Silver by experienced counsel who were fully informed of the facts and circumstances of this litigation and of the strengths and weaknesses of the case.

11. Pursuant to Rule 23(g) of the Federal Rules of Civil Procedure, and for the purposes of the settlement only, the Court appoints Phillip C. Rogers and Theodore J. Westbrook as Class Counsel, finding that Class Counsel are well-qualified and experienced in class action litigation.

12. The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (a) constituted adequate notice to all persons entitled to receive notice of the proposed Settlement Agreement; (b) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable laws and rules because of the high notice rate (over 90% of the class), efforts to locate Settlement Class Members where initial mailings were unsuccessful, and repeated

mailings where appropriate; (c) constituted notice that was reasonably calculated under the circumstances to reach Settlement Class Members. Settlement Notice was timely distributed by mail to all Class Members whose addresses could be located with reasonable effort, and Settlement Notice was published on the settlement website maintained by the Settlement Administrator.

13. In addition, pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.*, notice was provided to the Attorneys General for each of the states in which a Class Member resides, and the Attorney General of the United States.

14. All requirements of the Class Action Fairness Act, 28 U. S.C. § 1711, *et seq.*, have been met.

15. Pursuant to, and in accordance with, Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement Agreement in all respects and finds that the Settlement Agreement is, in all respects, fair, reasonable, and adequate to the Settlement Class. In making this determination, the Court considered the following factors: (i) the adequacy of representation; (ii) the arm's length negotiations; (iii) the adequacy of the relief; and (iv) the equitable treatment of class members. The Court also considered the factors discussed in *Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007), including (1) the risk of fraud or collusion; (2) the

complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest. The Court agrees with, and hereby adopts, the analysis in the Unopposed Motion for Final Approval regarding the aforementioned factors. Specifically, the Court concludes, among other findings, that (a) Plaintiffs and their counsel have adequately represented the Settlement Class; (b) the Settlement Agreement was negotiated by the parties at arm's length; (c) the relief provided by the Settlement Agreement is adequate taking into account the costs, risks, and delay of trial and appeal, the proposed means of distributing relief to the Settlement Class, and the proposed attorneys' fee award; (d) the Settlement Agreement treats members of the Settlement Class equitably relative to each other; and (e) the Settlement Agreement is in the public interest.

16. This Order is binding on all Class Members, except those individuals who validly and timely excluded themselves from the Settlement Class.

17. Pursuant to the release contained in the Agreement, the Released Claims are compromised, settled, released, and discharged by virtue of these proceedings and this Order.

18. The Court hereby permanently enjoins and restrains all Class Members, who did not validly, timely, and in the manner provided for in the Class Notice, exclude themselves from the Settlement Class, from commencing or prosecuting any action, suit, claim or demand against any of the parties released by virtue of the Agreement arising out of or relating to the Released Claims set forth in the Agreement.

19. The operative complaint and all claims asserted therein that remain in this litigation¹ are hereby dismissed with prejudice and without costs to any of the Parties other than as provided for in the Settlement Agreement.

20. Without affecting the finality of this Order in any way, this Court retains continuing and exclusive jurisdiction over the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement Agreement; any motion for an award for attorneys' fees; and Settlement Class Members for all matters relating to this action.

¹ The claims of Ritchie Swagerty, a named Plaintiff in the First Amended Complaint, against Defendants Berndt & Associates, P.C. and LVNV Funding, LLC, were previously dismissed by the Court (ECF No. 185). These claims are not subject to the Release, and the dismissal thereof is a final order upon entry of the present Order and Final Judgment.

21. Final Judgment shall be entered by separate order by the Court pursuant to Federal Rule of Civil Procedure 58.

22. A separate order shall be entered regarding Plaintiffs' Fee and Expense Petition. Such order shall in no way affect or delay the finality of this Order and shall not affect or delay the effective date of the Settlement Agreement.

IT IS SO ORDERED.

April 13, 2026
Date

/s/ Paul L. Maloney
Hon. Paul L. Maloney
United States District Judge