

## EXHIBIT A

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement (“Agreement”) is entered into by and between Plaintiffs Daniel Vanderkodde (“Vanderkodde”) and Anita Beckley (“Beckley”) (also collectively “Plaintiffs”) on behalf of themselves and all others similarly situated (Vanderkodde and Beckley on behalf of themselves and all others similarly situated shall collectively be referred to as “Class Member” or “Class Members”), and Defendants Mary Jane M. Elliott, P.C. (“MJE”), Midland Funding, LLC (“Midland Funding”), Midland Credit Management, Inc. (“MCM”), Encore Capital Group, Inc. (“Encore”) (Midland Funding, MCM, and Encore are collectively referred to as “Midland”), and LVNV Funding, LLC (“LVNV”) (also collectively “Defendants”) in the case *Vanderkodde v. Mary Elliot, P.C. et al.*, Case No. 1:17-cv-203, pending in the United States District Court for the Western District of Michigan (the “Action”). The Class Members, MJE, Midland, and LVNV are also collectively referred to as the “Parties.” The terms of the settlement are as follows:

### **I. FACTUAL BACKGROUND AND RECITALS**

1. Defendant MJE obtained Michigan state court judgments against Plaintiffs Vanderkodde, Beckley and others. The MJE attorneys utilized various post judgment remedies to collect the amounts Plaintiffs owed on the judgments, including Michigan’s garnishment procedure. In each state court action, MJE obtained a judgment for its clients Midland and LVNV, against Class Members (either through default or consent). Each judgment expressly stated that it would accrue interest. Plaintiffs Beckley and VanderKodde signed the consent judgments that the state courts entered against them.
2. After obtaining a judgment against each Plaintiff, MJE obtained and served writs of garnishment against Plaintiffs Beckley and VanderKodde. Plaintiffs did not challenge the interest rate calculations when the state courts issued the garnishments. Plaintiffs alleged that the judgments against Plaintiffs were not based on written contracts, promissory notes, or negotiable instruments, that specify an amount of interest. Thus, they claimed that Defendants should have calculated the interest rate at “1% plus the average interest rate paid at auctions of 5-year United States treasury notes during the immediately preceding six months[.]” Plaintiffs each alleged that “the amount of post-judgment interest owed and communicated to them by Defendants ‘exceeded the amount permitted by law.’”
3. In 2017, Vanderkodde and Beckley, along with Plaintiffs Buck, Swagerty, and Robinson,<sup>1</sup> filed a putative class action complaint, naming MJE, Midland, LVNV, and Berndt & Associates as Defendants.

---

<sup>1</sup> Buck, Swagerty, and Robinson are not direct participants in this settlement. Buck died in 2023 and Swagerty’s claims were dismissed the same year. Swagerty retains the right to appeal the dismissal of his claims against Berndt & Associates, P.C. and LVNV. Robinson’s disability prevents her from acting as a class representative

4. Prior to class certification, the District Court dismissed this case for lack of jurisdiction under the *Rooker-Feldman* doctrine. *Vanderkodde v. Mary Jane M. Elliot, P.C.*, 314 F. Supp. 3d 836 (W.D. Mich. 2018). Plaintiffs appealed the District Court's dismissal, to the Sixth Circuit, which reversed, holding that "*Rooker-Feldman* does not apply." *Vanderkodde v. Mary Jane M. Elliot*, 951 F.3d at 404 (6<sup>th</sup> Cir. 2020), and remanded to the District Court.
5. While Plaintiffs' Renewed Motion for Class Certification remained pending, Defendant Berndt & Associates moved to dismiss the claims brought against it by Plaintiff Swagerty. The District Court granted Defendant Berndt's Motion to Dismiss because "Swagerty [had] neither pled nor established by evidence that he suffered any concrete injury." (Am. Op. and Order at 11, R. 185, PageID.3272). In its analysis, the District Court explained that "[a] statutory violation of the FDCPA, for example, a misleading communication about a debtor, without more, will not establish standing." (Id.) Further, the District Court noted that "[t]he holding in *TransUnion* clarifies that a bare procedural statutory violation, without any actual harm, will not suffice for standing" because "[t]he risk of some future harm is not enough." (Id. at 11-12, PageID.3272-73).
6. After dismissing Plaintiff Swagerty's claims against Berndt & Associates, the District Court granted Plaintiffs Motion for Class Certification. (Op. and Order Granting Mot. for Class Certification, R. 192).
7. The District Court then defined "the class to include only individuals from whom money was actually collected following a writ of garnishment." The District Court Certified the following two classes:

**Elliott/Midland Class.** A class comprising: (a) every natural person; (b) against whom a money judgment, in a civil action to collection a debt incurred for personal, family, or household purposes, was entered by a Michigan court in favor of Midland Funding, LLC; (c) in an action in which a written instrument or promissory note specifying an interest rate of more than 3.848% was not alleged in the complaint; (d) from whom Mary Jane E. Elliott, P.C. collected a judgment balance by communicating to any person, during the period from April 11, 2011 to the date of class certification, that the judgment debtor owed an amount that included judgment interest calculated at a rate of more than 3.848%.

**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) in an action in which a written instrument or promissory note specifying an interest rate of more than 3.848% was not alleged in the complaint; (d) from whom Mary Jane E. Elliott, P.C. collected a judgment balance by communicating to any person, during the period from April 11, 2011 to the date of class certification, that the judgment debtor owed an amount that included judgment interest calculated at a rate of more than 3.848%.

---

and the parties have agreed to treat her as a class member rather than a representative in connection with this settlement.

8. Following the class certification order, the remaining MJE, Midland, and LVNV Defendants moved for reconsideration. (Mot. for Recons., R. 193). The District Court, however, denied Defendants' motion. (Order Den. Mot. for Recons., R. 197).
9. Defendants filed a Petition, pursuant to Fed. R. Civ. P. 23f, to Appeal the District Court's Class Certification Order to the Sixth Circuit. In addition, Plaintiff Buck was dismissed from the case upon the filing of Suggestion of Death by Plaintiffs' counsel(R. 201). On April 1, 2025, the Petition was denied.
10. In the meantime, the Parties filed cross-motions for summary judgment, which remain pending before the District Court.
11. On May 13, 2025, and June 18, 2025, the Parties participated in formal mediation sessions with Court-Appointed Mediator Lee Silver (R. 253 and R. 265)(reports of Facilitative Mediation) . Following the mediation, the parties executed a Term Sheet under the guidance of Mediator Silver.
12. As a result of these negotiations, the Parties have negotiated a settlement, with the assistance of Mediator Silver, in which the Parties agree to resolve all matters between them, including the allegations contained in the Action and as set forth herein.
13. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.
14. The Defendants denied and continue to deny all charges of wrongdoing or liability. Despite Defendants' belief that they are not liable for and have good defenses to the claims alleged in the Action, Defendants desire to settle the Action and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally resolved in this Settlement Agreement. Neither this Settlement Agreement, nor any settlement negotiation or discussion thereof, is or may be deemed to be or may be used as an admission of or evidence of any wrongdoing or liability.
15. Following arms-length negotiations, including mediation with the Court-Appointed and experienced mediator, the Parties now seek to enter into this Settlement Agreement. Vanderkodde and Beckley and Class Counsel have conducted an investigation into the facts and the law regarding the Action and have concluded that a settlement according to the terms set forth below is fair, reasonable, adequate, and beneficial to and in the best interests of Vanderkodde, Beckley, and the Settlement Classes, which are substantially the same as the class and subclasses previously certified by the District Court, recognizing (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (d) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; (e) Defendants' financial conditions and ability to fund this settlement; and (f) Vanderkodde, Beckley, and Class Counsel's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

16. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their best respective interests.
17. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled and compromised, and that the Releasors release the Releasees of the Released Claims, without costs as to the Parties, Releasees, Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

## II. DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

18. “Action” shall mean the action pending in the, styled *Vanderkodde, et al. v. Mary Jane M. Elliott, P.C., et al.*, Case No. 1:17-cv-203 (W.D. Mich.)
19. “Administrative Expenses” shall mean expenses associated with the Settlement Administrator, including but not limited to costs in providing notice, and communicating with the Settlement Class Members. Any Administrative Expenses shall be paid by Midland. The Settlement Administrator has estimated the Administrative Expenses will not exceed \$19,955.25.
20. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” shall mean each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class and includes, but is not limited to, Plaintiffs, who are members of the class and subclasses previously certified by the District Court.
21. “Class Counsel” or “Plaintiffs’ Counsel” shall mean Phillip C. Rogers and Theodore J. Westbrook.
22. “Corrected Judgment Amount” shall mean, with respect to each Settlement Class Member, the balance of such member’s judgment remaining after interest is recalculated at the legal floating rate specified in MCL 600.6013(8) instead of the higher rate that had previously been used to calculate the interest owing on such Settlement Class Member’s judgment.
23. “Credited Judgment Amount” shall mean, with respect to each Settlement Class Member, the balance of such member’s judgment remaining after crediting \$500 to the Corrected Judgment Amount as provided in Section 52(b) hereto.
24. “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendants’ Counsel, collectively.
25. “Defendants” shall mean MJE, Midland, LVNV and/or any or all of their past or present, direct or indirect, parents, subsidiaries, divisions, predecessors, successors, assigns, insurers, reinsurers, directors, officers, partners, shareholders, principals, owners, members, trustees, administrators, executors, managers, representatives, attorneys,

accountants, financial and other advisors, investment bankers, underwriters, legal representatives, and successors in interest.

26. “Defendants’ Counsel” shall mean Collins Einhorn Farrell, PC, Dykema Gossett, PLLC and Baron & Newburger, P.C.
27. “Plaintiffs” or “Class Representatives” shall mean the named class representatives, Anita Beckley and Daniel Vanderkodde.
28. “Court” or “District Court” shall mean the United States District Court for the Western District of Michigan, and the Hon. Judge Paul L. Maloney, or any judge sitting in his stead.
29. “Day” or “Days” means calendar days.
30. “Effective Date” shall mean the date when the Settlement Agreement becomes Final as that term is defined in Paragraph 33.
31. “Fee and Expense Petition” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses.
32. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.
33. “Final” means the latter: (A) 31 days after the entry of the Final Approval Order, if no timely notice of appeal was filed; or (B) if a timely notice of appeal was filed and docketed from a timely objection, and the entry of the Final Approval Order was affirmed in whole or in material part, five days after the exhaustion of all additional requests for appellate relief. If an appeal was taken and the Final Approval Order is not affirmed in its material part, the Settlement Agreement is null and void.
34. “Final Approval Hearing” means the hearing before the Court where the Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving a Service Award to the Class Representatives.
35. “Final Approval Order” shall mean an order entered by the Court that:
  - a. Certifies the Settlement Class pursuant to Fed. R. Civ. P. 23;
  - b. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
  - c. Dismisses the Plaintiffs’ and Class Members’ claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement; and
  - d. Approves the Release provided in Article VII and orders that, as of the Effective Date, the Released Claims will be released as to the Releasees. e.
36. “Service Award” shall have the meaning ascribed to it as set forth in this Agreement.



37. “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date approximately forty-five (45) days after the entry of the Preliminary Approval Order, or such other date as ordered by the Court.
38. “Parties” shall mean Plaintiffs and the Defendants, collectively.
39. “Preliminary Approval Order” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice of the Settlement to the Settlement Class substantially in the form of the Notices set forth in this Agreement.
40. “Released Claims” shall mean any and all claims, suits, actions, controversies, demands, and/or causes of action asserted against Defendants in this Action.
41. “Releasees” shall refer, jointly and severally, and individually and collectively, to MJE, Midland and LVNV, and/or any or all of their past or present, direct or indirect, parents, subsidiaries, divisions, predecessors, successors, assigns, board members, agents, insurers, reinsurers, directors, officers, partners, shareholders, principals, owners, managers, representatives, attorneys, accountants, underwriters, legal representatives and successors in interest.
42. “Releasors” shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through or on behalf of them.
43. “Settlement Administrator” means, subject to Court approval the entity selected and supervised by the Parties to administer the Settlement.
44. “Settlement Fund” means the settlement fund as defined in Section 54 of this Agreement.

### **III. SETTLEMENT CLASS CERTIFICATION**

45. For the purposes of the Settlement only, the Parties stipulate and agree that (a) the Class shall be certified in accordance with the definition contained in Paragraph 47 (b) Plaintiffs shall represent the Class for settlement purposes and shall be the Class Representatives; and (c) Plaintiffs’ Counsel shall be appointed as Class Counsel.
46. Defendants do not consent to certification of the Class and Subclasses for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement Agreement, or if for any other reason Final Approval of the Settlement Agreement does not occur, is successfully objected to, or challenged on appeal, the Parties will be returned to their positions with respect to the Action as if the Agreement had not been entered into, which will allow the Defendants to move for decertification of the class (and subclasses) consistent with Fed. R. Civ. P. 23.

47. Subject to Court approval, the following Settlement Classes shall be certified for settlement purposes:

**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).

48. Excluded from the Settlement Class are: (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").
49. As detailed below, MJE, Midland and LVNV will create a Class List(s) within twenty-eight (28) days after the entry of the Preliminary Approval Order that will include updated numbers for the total number of Settlement Class Members, as of the date of the entry of the Preliminary Approval Order. Administration of this settlement will be based on the numbers of class members as of the date of the entry of the Preliminary Approval Order as updated in the Class List(s), and not on the numbers provided in this paragraph.
50. If for any reason the Settlement Agreement is not approved, the Court does not enter a Preliminary Approval Order and/or Final Approval Order, or a Final Settlement and resolution of the Action as provided for in this Agreement is not reached, Defendants' agreement to certification of the Settlement Classes shall not be used for any purpose, including but not limited to in any request for class certification in the Action or any other proceeding.

#### **IV. SETTLEMENT OF THE ACTION AND CLAIMS AGAINST RELEASEES**

51. Final Approval of this Settlement Agreement will settle and resolve with finality on behalf of the Plaintiffs and the Settlement Classes, the Action and the Released Claims against the Releasees by the Releasors in the Action.



**V. SETTLEMENT**

52. In consideration of the full and complete settlement, release and discharge of all Released Claims, and subject to the provisions of this Agreement and the Courts' Orders, Defendants agree to provide the following relief to the Class Members:

- a. Each Settlement Class Member shall have the balance owing on the judgment entered against them recalculated at the legal floating rate specified in MCL 600.6013(8) instead of the rate that was used to calculate the interest owing on their judgments (the "Corrected Judgment Amount"). MJE states there are approximately 5290 Class Members, and the reduction in the judgment amounts totals approximately \$7,000,000.00. At or before the time the notice of the settlement is sent to each Class Member, MJE shall advise counsel for the Plaintiffs what the total amount of the reduction in the judgment amount is for each Class Member as a result of the interest rate adjustment, as well as each Class Member's remaining judgment balance, if any.
- b. Each Settlement Class Member shall receive a credit of \$500 against the Corrected Judgment Amount (resulting in the "Credited Judgment Amount") from either Midland or LVNV depending on whether the judgment against the Class Member is held by Midland or LVNV. A Credited Judgment Amount cannot be less than zero. For purposes of illustration only, if a Class Member currently has a Corrected Judgment Amount of \$750, the amount of the judgment against that Class Member shall be reduced to a Credited Judgment Amount of \$250. A Satisfaction of Judgment shall be filed with the Court by MJE for each class member who has a Credited Judgment Amount of \$0.
- c. Each Class Member who has a Credited Judgment Amount of \$0 and who timely submits a claim in accordance with the claim procedure to be established will be paid \$150 by MJE.
- d. The administrative costs of the settlement shall be paid by MJE.
- e. The Class Members shall give full and complete releases to each of the Defendants as to the claims asserted.
- f. Upon final approval of the settlement agreement by the Court, the Action shall be dismissed with prejudice and without fees or costs to any party, other than as provided for in this Agreement.
- g. Notice of this settlement shall be provided to the United States Justice Department and Michigan Attorney General/LARA pursuant to the Class Action Fairness Act. Counsel for Midland shall prepare the first draft of the CAFA Notice for review and approval by the Parties.

53. Provided that Final Approval of this Agreement is granted by the Court without material change, material amendment, or material modification, the consideration described herein will be provided in exchange for a comprehensive release and the covenants set forth in this Agreement, including, without limitation, a full, fair, and complete release of all Releasees from Released Claims, and dismissal of the Action with prejudice.
54. The funds provided by or on behalf of Defendants to the Settlement Administrator will be maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account, after the Settlement becomes final.
55. The Settlement Fund, which shall be paid by MJE, shall be used to pay: (i) a Service Award to Daniel Vanderkodde (\$10,000.00); (ii) a Service Award to Anita Beckley (\$10,000.00); (iii) the Fee Award detailed below; and (iv) payment of Administrative Expenses to the Settlement Administrator estimated not to exceed \$19,955.25.
56. The Settlement Fund and the Credits described above represents the total extent of the Defendants' monetary obligations under the Settlement Agreement. Defendants' contributions to the Settlement Fund shall be fixed under this Section and final. Defendants and the other Releasees shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.
57. Procedure for Approving Settlement.
  - a. Plaintiffs will file the Parties' joint motion for an order, giving Preliminary Approval to the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and Claim Form (the "Joint/Unopposed Motion for Preliminary Approval").
  - b. At the hearing on the Joint Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Joint/Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement Agreement; appointing the Class Representatives and Class Counsel; approving the forms of Notice to the Class of the Settlement; and setting the Final Approval Hearing.
  - c. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Settlement Class shall be certified in accordance with the definition and on the terms contained above which is consistent with the class certified by the District Court, that Plaintiffs shall be conditionally appointed Class Representatives, and that Plaintiffs' Counsel shall be appointed as Class Counsel. Should the Court decline to preliminarily approve any aspect of the Settlement Agreement, the Parties will attempt to renegotiate those aspects of the Settlement Agreement in good faith, with the mutual goal of

attempting to reach an agreement as close to this Settlement Agreement as possible, and will then submit the renegotiated settlement agreement to the District Court for preliminary approval. If and only if the Parties are unable to obtain preliminary approval of a settlement agreement after submitting at least two renegotiated settlements to the District Court, the Settlement Agreement will be null and void, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

58. Procedure for Administering Settlement.

- a. Class List. Within twenty-eight (28) days after entry of the Preliminary Approval Order, Defendants shall create a Class List comprised of Plaintiffs and the Settlement Class Members based on readily available information already within their possession (the “Class List”) and provide the Class List to Plaintiffs’ Counsel and the Settlement Administrator. The Settlement Administrator will update the mailing addresses on the Class List using the U.S. Postal Service’s database of verifiable mailing addresses and the National Change-of-Address database.
- b. Type of Notice Required.
  - i. The Notice shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to further inform Settlement Class Members how they may: (i) protect their rights regarding the settlement; (ii) request exclusion from the Settlement Class and the proposed settlement, if desired; (iii) object to any aspect of the proposed settlement, if desired; and (iv) participate in the Final Approval Hearing, if desired. The Notice shall make clear the binding effect of the settlement on all persons who do not timely request exclusion from the Settlement Class.
  - ii. Dissemination of the Notice shall be the responsibility of the Settlement Administrator. The text of the Notice shall be agreed upon by the Parties.
  - iii. Within twenty-one (21) days after the Settlement Administrator receives the Class List, individual notice shall be sent via US Mail to the Settlement Class Members in the form of a Postcard Notice, the text of which shall be agreed upon the Parties. The Postcard Notice shall direct the Settlement Class Members to the website described below, where the Settlement Class Members can access the Long-form Notice. For all Postcard Notice mailings returned as undeliverable, the Settlement Administrator shall perform one reverse look-up to find updated addresses and will cause the Postcard Notice mailing to be re-mailed once to those members of the Settlement Class.
  - iv. Within fourteen (14) days after the Settlement Administrator receives the Class List, the Settlement Administrator will establish a settlement

website containing pertinent case documentation, including a copy of the Complaint, the Settlement Agreement, Preliminary Approval Order, the Long-form Notice, and a Claim Form for eligible Class Members as described in Paragraph 52.c.

59. Allocation.

- a. Within forty-five (45) days after the Effective Date, the Defendants shall cause the \$500 Credits described in Paragraph 52.b to be applied to the appropriate Settlement Class Member accounts.
- b. Within thirty (30) days after the Effective Date, the Settlement Administrator shall send to Daniel Vanderkodde a check in the amount of \$10,000.00.
- c. Within thirty (30) days after the Effective Date, the Settlement Administrator shall send to Anita Beckley a check in the amount of \$10,000.00.
- d. Within thirty (30) days after the Effective Date, the Settlement Administrator shall send to each eligible Class Member who timely submits a claim in accordance with the claim procedure to be established as described in Paragraph 52.c, a check in the amount of \$150.00.
- e. Within thirty (30) days after the Effective Date, the Settlement Administrator shall send to Class Counsel any fees, costs, and expenses awarded by the Court to Class Counsel as described in Paragraph 7.b.
- f. The Settlement Administrator shall notify the Parties that all payments have been made within seven (7) days of the last such payment. The Settlement Administrator will provide Counsel for the Parties with bi-weekly reports regarding the status of administration of this Settlement.

**VII. RELEASE**

60. In addition to the effect of any Final judgment entered in accordance with this Agreement, upon Final Approval of this Agreement, and for other valuable consideration as described herein, Releasees shall be completely released, acquitted, and forever discharged from any and all Released Claims.
61. As of the Effective Date, and with the approval of the Court, all Releasors hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against Releasees. As of the Effective Date, all Releasors will be forever barred and enjoined from prosecuting any action against the Releasees asserting any and/or all Released Claims.

**VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER**

62. This Settlement Agreement shall be subject to approval of the Court. Any Party shall have the right to withdraw from the Settlement Agreement if the Court does not approve the material aspects of the Agreement.
63. Plaintiffs, through Class Counsel, shall submit this Agreement, together with its exhibits, to the Court and shall jointly move the Court for Preliminary Approval of the settlement set forth in this Agreement, continued certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, which order shall seek a Final Approval Hearing date and approve the Notice for dissemination in accordance with the Notice plan.
64. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order and approve the settlement of the Action as set forth herein.
65. At least seven (7) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs, through Class Counsel, will move for: (a) Final Approval of the Settlement Agreement; (b) Final appointment of the Class Representatives and Class Counsel; and (c) Final certification of the Settlement Class, including for the entry of a Final Order and Judgment, and file a memorandum in support of the motion for Final Approval.

**IX. EXCLUSIONS**

66. Exclusion Period.
  - a. Settlement Class Members will have until the end of the Objection/Exclusion Deadline to exclude themselves from the Settlement in accordance with this Section. If the Settlement Agreement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Agreement and will be deemed a Releasor as defined herein, and the relief provided by the Agreement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.
67. Exclusion Process.
  - a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
  - b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator

providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and a signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.

- c. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any order or the Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. A member of the Settlement Class who requests to be excluded from the Settlement Class cannot also object to the Settlement Agreement.
  - d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.
  - e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendants’ Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.
68. A list reflecting all individuals who timely and validly excluded themselves from the settlement shall also be filed with the Court at the time of the motion for Final Approval of the Settlement.

#### **X. OBJECTIONS**

69. The Notices shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notices shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (a) file copies of such papers he/she proposed to submit at the Final Approval Hearing with the Clerk of the Court; and (b) send copies of such papers via US Mail, hand delivery, or overnight delivery to both Class Counsel and the Defendants’ Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections and any other communication relating to this settlement.
70. Any Settlement Class Member who intends to object to this Settlement Agreement must include in any such objection: (a) his/her full name, address, and current telephone number; (b) the case names and numbers of these Action; (c) the date range during which he/she was sued by Defendants; (d) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (e) the identification of any other objections he/she has filed, or has had filed on his/her behalf,



in any other class action cases in the last five years; and (f) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may seek to call to testify at the Final Approval Hearing and all exhibits he/she intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

71. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing on or before the Objection/Exclusion Deadline pursuant to this Settlement Agreement, shall not be permitted to object to the approval of the Agreement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Agreement or its terms by appeal or other means.

#### **XI. FINAL APPROVAL HEARING**

72. The Parties will jointly request that the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should continue to be certified as a class pursuant to Fed. R. Civ. P. 23 settlement and, if so, (a) consider any properly-filed objections; (b) determine whether the Settlement Agreement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connection therewith; and (c) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award.

#### **XII. FINAL APPROVAL ORDER**

73. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions, or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiver of any rights of appeal.
74. The Parties shall jointly submit to the Court a proposed order that without limitation:
  - a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of Fed. R. Civ. P. 23 and directing its consummation according to its terms; and
  - b. Dismisses, with prejudice, all claims of the Parties and the Settlement Class in the Action, without costs and fees except as explicitly provided for in this Agreement.

### **XIII. TERMINATION OF THE SETTLEMENT**

75. The Settlement is conditioned upon Preliminary and Final Approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments, or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, any Party may elect to terminate, cancel, and have declared null and void, this Settlement Agreement within fourteen (14) days of any of the following events:
- a. The number of Settlement Class Members who request exclusion from the Settlement Class exceeds 2% of the total number of Settlement Class Members;
  - b. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;
  - c. The Court refuses to grant Preliminary Approval of this Agreement even after the renegotiation process described in Paragraph 76 of this Agreement;
  - d. The Court refuses to grant Final Approval of this Agreement in any material respect;
  - e. The Court refuses to enter a Final judgment in the Action in any material respect; or
  - f. A Court of Appeals reverses an order granting Final Approval of this Agreement.
76. In the event the Settlement Agreement is not approved or does not become Final, is approved by the District Court by reversed on appeal, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Action.

### **XIV. ATTORNEYS' FEES, COSTS, AND EXPENSES AND SERVICE AWARD**

77. No later than twenty-one (21) days prior to the date of the Final Approval Hearing, Class Counsel will move the Court for an award of attorneys' fees not to exceed \$1,500,000.00, Class Counsel agrees that Class Counsel will not accept any award of fees or costs and expenses to the extent that any such award exceeds these amounts. Defendants agree not to oppose any award of attorney fees to Class Counsel not exceeding \$1,500,000.00.
78. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

79. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of the Fee Award is due. Within seven (7) days after the Defendants transfer the remaining balance of the Settlement Fund to the Settlement Administrator pursuant to paragraph 52, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award, subject to the limitations on the amount of the Fee Award detailed in this Section 77. Any payment of the Fee Award shall be paid via electronic wire transfer to an account designated by Class Counsel.
80. Prior to or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for Service Awards for the Class Representatives in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for Daniel Vanderkodde and in an amount not to exceed Ten Thousand Dollars (\$10,000.00) for Anita Beckley, and Defendants agrees that it will not oppose such requests. The Service Awards shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within seven (7) days after the Defendants transfers the remaining balance of the Settlement Fund to the Settlement Administrator pursuant to paragraph 52.
81. In no event will Defendants' liability for attorneys' fees, expenses, and costs, Administrative Expenses, and/or a Service Award exceed the funding obligations set out in this Agreement. Defendants shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund and the Credits. Defendants shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendants will have no responsibility, obligation, or liability for allocation of fees and expenses among Class Counsel.

#### **XV. MISCELLANEOUS**

82. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.
83. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendants' Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.
84. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the Settlement Class, and each or any of them, on the one hand, against the Releasees, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action were brought by Plaintiffs or defended by Defendants, or each or any of them, in bad faith or without a reasonable basis.

85. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.
86. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
87. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.
88. This Agreement and its Exhibits set forth the entire Agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibit other than the representations, warranties, and covenants contained and memorialized in such documents.
89. This Agreement may not be amended, modified, altered, or otherwise changed in any material manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.
90. The Parties agree that Exhibit(s) to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.
91. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.
92. Except as otherwise provided herein, each Party shall bear its own costs.
93. Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Releasees to any other person or party.
94. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.
95. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Federal Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not, except in accordance with this Agreement, (a) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue. This Agreement is not a concession or admission and shall not be used as an admission or indication with respect to any claim of any fault, concession, or omission against any of the Releasees regardless of whether the Settlement Agreement is finally approved.

96. The Parties also agree that this Settlement Agreement, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.
97. Except in accordance with this Agreement, this Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Order and Judgment.
98. The provisions of this Settlement Agreement, and any orders, pleadings, or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (a) to enforce the terms and provisions hereof or thereof, (b) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (c) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (d) in connection with any motion to enjoin, stay, or dismiss any other action, or (e) to obtain Court approval of the Settlement Agreement.
99. Midland and LVNV shall waive and release any indemnity rights that they may have against MJE in connection with this matter except for resolution of Midland's claim for attorney fees and costs and any claim by Midland for indemnity rights as to any investigation or inquiry by attorney generals/regulators regarding the settlement, which are being preserved by Midland.
100. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.
101. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Releasees.
102. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
103. This Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.



104. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

**Attorneys For Mary Jane Elliott, P.C.**

Jeffrey R. Hicks  
Collins Einhorn Farrell PC  
Attorney for Defendant  
Mary Jane M. Elliott, P.C.  
4000 Town Ctr., Ste. 909  
Southfield, MI 48075

**Attorneys For Daniel Vanderkodde and Anita Beckley**

Phillip C. Rogers  
Theodore J. Westbrook  
Attorney for Plaintiffs  
Centennial Plaza, Ste. 205  
2851 Charlevoix Dr. SE  
Grand Rapids, MI 49546

**Attorneys For Midland Funding, LLC, Midland Credit Management, Inc., and Encore Capital Group, Inc.**

Theodore W. Seitz  
Dykema Gossett PLLC  
Capitol View,  
201 Townsend Street, Suite 900  
Lansing, Michigan 48933

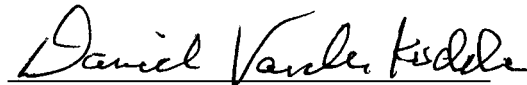
**Attorney For LVNV**

Nabil G. Foster  
Baron & Newburg PC  
53 W. Jackson Blvd., Ste. 1205  
Chicago, IL 60604

105. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**DANIEL VANDERKODDE**



Daniel Vanderkodde

Dated: 10/2/2025

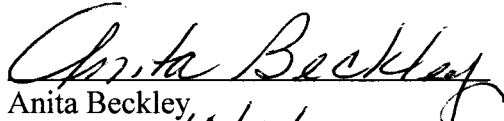
**MIDLAND FUNDING, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**ANITA BECKLEY**



Anita Beckley

Dated: 10/2/2025

**MIDLAND CREDIT MANAGEMENT, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_



**MARY JANE ELLIOTT, P.C.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ENCORE CAPITAL GROUP, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LVNV FUNDING, LLC**

By: Patricia Sexton

Its: Authorized Representative

Date: 10/2/2025

**ATTORNEYS FOR MARY JANE  
ELLIOTT, P.C**

---

Jeffrey R. Hicks  
Collins Einhorn Farrell PC  
Attorney for Defendant  
Mary Jane M. Elliott, P.C.  
4000 Town Ctr., Ste. 909  
Southfield, MI 48075

**ATTORNEYS FOR DANIEL  
VANDERKODDE and ANITA  
BECKLEY**

---

Phillip C. Rogers  
Theodore J. Westbrook  
Attorney for Plaintiffs  
Centennial Plaza, Ste. 205  
2851 Charlevoix Dr. SE  
Grand Rapids, MI 49546

**ATTORNEYS FOR MIDLAND  
FUNDING, LLC, MIDLAND CREDIT  
MANAGEMENT, INC., AND ENCORE  
CAPITAL GROUP, INC.**

---

Theodore W. Seitz, Esq.  
DYKEMA GOSSETT PLLC  
201 Townsend St., Ste. 900  
Lansing, MI 48933

**ATTORNEYS FOR LVNV FUNDING,  
LLC**

---

Nabil G. Foster  
Baron & Newburg PC  
53 W. Jackson Blvd., Ste. 1205  
Chicago, IL 60604

097356.000562 4908-2515-9017.1

MARY JANE ELLIOTT, P.C.

By:  BRIAN C. TRUON

Its: MANAGING ATTORNEY

Date: 10/2/25

Its: \_\_\_\_\_  
Dated: \_\_\_\_\_

ENCORE CAPITAL GROUP, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

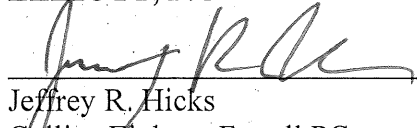
LVNV FUNDING, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTORNEYS FOR MARY JANE  
ELLIOTT, P.C**

  
\_\_\_\_\_  
Jeffrey R. Hicks  
Collins Einhorn Farrell PC  
Attorney for Defendant  
Mary Jane M. Elliott, P.C.  
4000 Town Ctr., Ste. 909  
Southfield, MI 48075

**ATTORNEYS FOR DANIEL  
VANDERKODDE and ANITA  
BECKLEY**

\_\_\_\_\_  
Phillip C. Rogers  
Theodore J. Westbrook  
Attorney for Plaintiffs  
Centennial Plaza, Ste. 205  
2851 Charlevoix Dr. SE  
Grand Rapids, MI 49546

**ATTORNEYS FOR MIDLAND  
FUNDING, LLC, MIDLAND CREDIT  
MANAGEMENT, INC., AND ENCORE  
CAPITAL GROUP, INC.**

\_\_\_\_\_  
Theodore W. Seitz, Esq.  
DYKEMA GOSSETT PLLC  
201 Townsend St., Ste. 900  
Lansing, MI 48933

**ATTORNEYS FOR LVNV FUNDING,  
LLC**

*/s/ Nabil G. Foster*  
\_\_\_\_\_  
Nabil G. Foster  
Baron & Newburg PC  
53 W. Jackson Blvd., Ste. 1205  
Chicago, IL 60604

097356.000562 4908-2515-9017.1