

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DANIEL VANDERKODDE, et al.,

Case No. 1:17-cv-203

Plaintiffs,

HON. PAUL L. MALONEY

v.

MARY JANE M. ELLIOTT, P.C., et al.,

Defendants.

_____ /

ORDER

The parties to this action have reached a proposed class action settlement, subject to court approval. The parties move for preliminary approval of the settlement terms, for approval of the class notice, and for a final hearing. ([ECF No. 276](#)). The Court conducted a hearing on the matter on October 30, 2025. Based on the joint motion as well as all other matters of record, and the reasons summarized in open court and now detailed here, the Court finds and orders:

1. The Settlement Agreement expressly allows the Court to determine the deadline for class members to submit objections to the proposed settlement and for class members who wish to opt out of the settlement to submit their exclusion requests, called the “Objection/Exclusion Deadline.” (Settlement Agmt. ¶ 37, [ECF No. 276-1](#), [PageID.4027](#).)

2. The Court finds that the Objection/Exclusion Deadline suggested by the parties of 45 days after the date of the Preliminary Approval Order is insufficient and hereby exercises its discretion under Paragraph 37 to amend the Objection/Exclusion Deadline to 90 days after entry of this Order.

3. The Settlement Agreement and the settlement it embodies are preliminarily found to be fair, reasonable, and adequate. This Order incorporates by reference the definitions in the Class Action Settlement Agreement (“Agreement”) and all terms defined therein shall have the same meaning in this Order as set forth herein, except as amended by the preceding paragraphs.

4. The Settlement Agreement provides for classes whose definitions differ slightly from the classes certified by the Court in its March 1, 2024 Opinion and Order ([ECF No. 192](#)). The Court finds that the requirements of Rule 23(a) and (b)(3) are satisfied by the modified proposed class definitions, and the Court certifies the following two classes for settlement purposes:

(a) 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 a judgment balance by communicating to any person, during the period of time 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 that exceeded the rate allowed by [MCL 600.6013\(8\)](#).

(b) 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 L.L.C.; (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 a judgment

balance by communicating to any person, during the period of time 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 that exceeded the rate allowed by MCL 600.6013(8).

Certain people who appear to meet the class definitions have been excluded from the classes: (1) any person whose account has been discharged in bankruptcy as of the date of Preliminary Approval; (2) any person who is deceased as of the date of Preliminary Approval; (3) any person who elects 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.

5. For purposes of implementing the settlement, named Plaintiffs Daniel VanderKodde and Anita Beckley are appointed class representatives, and Phillip C. Rogers and Theodore J. Westbrook are appointed as Class Counsel for the Settlement Class. If the Settlement Agreement terminates by its terms, nothing in this Order shall prevent a return of the parties to the litigation status in effect immediately prior to the execution of the Settlement Agreement.

6. The Court approves the proposed "Notice of Class Action Settlement" (ECF No. 282) and incorporates it herein by reference. The Court finds that the distribution of the Notice as set forth in the Agreement meets the requirements of due process under the Constitution and Fed. R. Civ. P. 23(e) and that such Notice is the best practicable under the circumstances and shall constitute sufficient notice to all persons entitled thereto. The Court further finds that the proposed form of notice is adequate and will give all Class Members sufficient information to enable them to make informed decisions as to the Class, the right to object or opt out, and the proposed settlement and its terms.

7. As soon as practicable, but not later than December 22, 2025, the Settlement Administrator shall print, copy, and mail the Class Notice to the Class Members at the most current address reflected in Defendants' records, with a notation on the envelope requesting address correction. Where the notice contains blanks for dates to be added, the parties shall add the dates consistent with the Order before serving the Notice. If any Notice is returned with a new address, the Notice shall be re-mailed to the new address. As to any Class Member whose notice is returned without a forwarding address, the Settlement Administrator shall run such Class Member's through the National Change of Address database to seek a good address and then re-send the Notice to any Class Member for whom it is able to obtain a new address as a result of such search. The parties and the Settlement Administrator shall use their best efforts to provide prompt re-sending of any returned notices. However, the parties, their attorneys, and the Settlement Administrator, shall not be responsible for the failure of the Postal Service to timely deliver or return a Notice. The parties shall have no obligation to re-send a Notice that is not returned by the Postal Service less than seven (7) days prior to the Final Approval Hearing.

8. Not later than fourteen (14) days prior to the Final Approval Hearing, the parties shall file an affidavit with the Court detailing the steps taken to provide notice to the Class Members in this case.

9. Not later than February 2, 2026, any member of the Settlement Class who desires to be excluded from the Settlement Class must mail a written request for exclusion to the Settlement Administrator, American Legal Claims Services LLC, 8011 Phillips Hwy. #5, Jacksonville, FL 32256. The request for exclusion must include the Class Member's full name, address, telephone number, and signature, together with a statement to the effect that the Class Member wishes to be excluded from or opt out of the Settlement Class. All such persons who

timely mail proper requests for exclusion from the Settlement Class shall not be members of the Settlement Class and shall have no rights with respect to the Settlement and no interest in any settlement proceeds.

10. Not later than fourteen (14) days prior to the Final Approval Hearing, Class Counsel shall file with the Court and serve upon Defendants' Counsel, a list identifying all Class Members who have made timely and valid requests for exclusion along with the supporting documents.

11. All Class Members who do not timely and properly exclude themselves from the Settlement shall be bound by the Settlement.

12. Any Class Members who timely and properly exclude themselves from the Settlement may proceed with his or her own action. No portion of the Settlement Agreement may be entered into evidence in any action by any Class Member who excludes himself or herself from the Settlement.

13. If more than two percent of all Class Members timely and properly exclude themselves from the Settlement, each party shall independently have the right, but not the obligation, to withdraw from the Agreement. Any election to withdraw shall be made in writing and sent to all counsel of record no later than February 16, 2026.

14. The Final Approval Hearing shall be held on Monday, March 9, 2026, at 9:00 a.m. before the undersigned to determine whether the proposed Settlement is fair, reasonable and adequate and should be approved. The parties' briefs and supporting papers in support of the proposed Settlement shall be filed not later than fourteen (14) days prior to the Final Fairness Hearing. The Final Fairness Hearing may be postponed, adjourned, transferred, or continued by Court Order without further notice to the Settlement Class except those Class Members who file

timely objections to the Settlement. After the Final Approval Hearing, the Court may enter a Settlement Approval Order and Final Judgment in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

15. Any member of the Settlement Class who is not excluded from the Settlement Class and who objects to the approval of the proposed Settlement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate.

16. Objections to the Settlement or any petition to intervene in this action may be heard only if filed with the Court and served on Class Counsel and Defendants' Counsel at the addresses below no later than February 2, 2026. Such objections and petitions to intervene must be submitted in writing and must state: (a) the name of this action; (b) the Class Member's full name, address, and telephone number; (c) the factual and legal grounds for the Class Member's objection; (d) whether the Class Member intends to appear at the Final Approval Hearing on his or her own behalf or through counsel; (e) the name, address, and telephone number of the Class Member's counsel, if any; and (f) the names, addresses, and telephone numbers of all witnesses whom the Class Member or the Class Member's counsel intends to call at the Final Approval Hearing. The written objection or petition to intervene must be accompanied by any evidence the Class Member wishes to introduce to support the objection or petition to intervene.

Clerk of the Court: 107 Federal Building
410 W. Michigan Ave
Kalamazoo, MI 49007

Class Counsel: Phillip C. Rogers
Phillip C. Rogers, Attorney at Law
2851 Charlevoix Dr. SE, Ste. 205
Grand Rapids, MI 49546

Theodore J. Westbrook
Westbrook Law PLLC
2851 Charlevoix Dr. SE, Ste. 205
Grand Rapids, MI 49546

Defendants' Counsel:

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Attorneys for Defendants Midland Funding, LLC;
Midland Credit Management, Inc.; and Encore
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201 Townsend St. Ste. 900
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Nabil G. Foster
Baron & Newburger P.C.
Attorneys for Defendant LVNV Funding L.L.C.
53 W. Jackson Blvd., Ste. 1205
Chicago, IL 60604

No Class Member shall be entitled to be heard and not objection shall be considered unless these requirements are satisfied.

17. Any Class Member who desires to enter an appearance through an attorney under Rule 23(c)(2)(B)(iv) must do so no later than February 2, 2026, by filing a written notice with the Court and serving a copy on Class Counsel and Defendants' Counsel at the addresses below.

Clerk of the Court: 107 Federal Building
410 W. Michigan Ave
Kalamazoo, MI 49007

Class Counsel: Phillip C. Rogers
Phillip C. Rogers, Attorney at Law
2851 Charlevoix Dr. SE, Ste. 205
Grand Rapids, MI 49546

Theodore J. Westbrook
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Chicago, IL 60604

18. No person shall be entitled to contest the approval of the terms and conditions of this Settlement or the judgment to be entered thereon except by filing and serving written objections in accordance with the provisions herein. Any member of the Settlement Class who fails to exclude themselves from the Settlement Class or who fails to object in the manner prescribed shall be deemed to have waived, and shall be foreclosed forever from raising objections or asserting any claims arising out of, related to, or based in whole or in part on any of the facts or matters alleged, or which could have been alleged, or which otherwise were at issue in this action.

19. The parties and their counsel are hereby authorized to use and disclose such

information as is contemplated and necessary to effectuate the terms and conditions of the Settlement, and to protect the confidentiality of the names and addresses of the Class Members or other confidential or proprietary information pursuant to the terms of the Settlement.

IT IS SO ORDERED.

Dated: November 3, 2025

/s/ Paul L. Maloney _____
HON. PAUL L. MALONEY
UNITED STATES DISTRICT JUDGE