

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

|                               |   |                              |
|-------------------------------|---|------------------------------|
| NOVLETT MCKAY et al.,         | ) |                              |
|                               | ) |                              |
| Plaintiffs,                   | ) |                              |
|                               | ) |                              |
| v.                            | ) | Case No. 1:25-cv-00520 (WBP) |
|                               | ) |                              |
| COLUMBIA DEBT RECOVERY, LLC., | ) |                              |
|                               | ) |                              |
| Defendant.                    | ) |                              |

**FINAL APPROVAL ORDER**

Plaintiffs filed a Motion for Final Approval of Class Action Settlement (“Motion”; ECF No. 49) asking the Court to approve a proposed class action settlement (“Settlement”) with Defendant Columbia Debt Recovery, LLC d/b/a Genesis (“Defendant”) embodied in a Settlement Agreement & Release (“Settlement Agreement”; ECF No. 43-1). The Court has considered all papers filed and arguments made with respect to the Motion and the Settlement and has provisionally certified a Settlement Class.<sup>1</sup> (ECF No. 48.) The Court now makes the following findings of fact.

1. Plaintiffs filed a Class Action Complaint on March 25, 2025, alleging violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (ECF No. 1.) Plaintiffs alleged that Defendant sought to collect from Plaintiffs several fees related to their former apartment units that were not authorized under their lease agreements or relevant state law. (*Id.* ¶ 5.) Defendant answered the Complaint and generally denied these allegations. (ECF No. 12.)

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<sup>1</sup> All capitalized terms not otherwise defined have the meanings set forth in the Settlement Agreement. (ECF No. 43-1 at 3–7.)

2. After participating in a Court supervised settlement conference, on August 22, 2025, Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement. (ECF No. 43.) Defendant thereafter filed a Joinder and Consent to Motion for Preliminary Approval of Class Action Settlement. (ECF No. 46.)

3. Following a hearing on the Motion for Preliminary Approval of Class Action Settlement on August 29, 2025, the Court entered an Order Preliminarily Approving Settlement and Directing Notice to Class. (ECF No. 48.)

4. On January 9, 2026, the Court held a Final Approval Hearing, at which time the Court afforded the Parties the opportunity to be heard in support of or in opposition to the Motion and the Settlement.

5. The Court finds that certification for settlement purposes of the Settlement Class, as defined by the Settlement Agreement and the Preliminary Approval Order, satisfies Rule 23(a) and (b) of the Federal Rules of Civil Procedure.

6. The Court required notice to the Settlement Class under Fed. R. Civ. P. 23(e), and the Settlement Administrator provided such notice in accordance with the Settlement Agreement and the Preliminary Approval Order. (ECF No. 55.) The Settlement Administrator gave notice in an adequate and sufficient manner that constitutes the best notice practicable under the circumstances and satisfies Fed. R. Civ. P. 23(e) and due process.

7. Defendant has timely filed notification of this settlement with the appropriate officials under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715. The Court has reviewed Defendant’s notice of compliance and finds that Defendant’s notice complies with CAFA’s requirements.

8. Counsel for the Parties negotiated the Settlement Agreement at arms' length and in good faith, and the Parties support the agreement.

9. The Settlement, as set forth in the Settlement Agreement, treats Settlement Class members fairly, reasonably, and adequately, given this litigation's complexity, expense, and likely duration, and the risks the Settlement Class faces in establishing liability and damages and in maintaining this action through trial and appeal.

10. The Settlement relief constitutes fair value in exchange for the release of claims.

11. The Settlement Administrator's Declaration filed on December 29, 2025 (ECF No. 53), identifies two individuals who validly excluded themselves from the Settlement Class in accordance with the Settlement Agreement and the Preliminary Approval Order.

12. No Settlement Class Member timely objected to the Settlement.

13. The Parties and each Class Member have irrevocably submitted to this Court's exclusive jurisdiction for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

14. Judicial economy and the Settlement Class Members' best interests require that this Court resolve exclusively any dispute between any Settlement Class Member and any Released Party concerning the Settlement Agreement's applicability or the scope of this Final Approval Order. This includes disputes about whether any person qualifies as a Settlement Class Member.

Accordingly, the Court ORDERS as follows:

15. This action is a class action against Defendant Columbia Debt Recovery, LLC d/b/a Genesis on behalf of a class of consumers that the Court defines as follows:

*All persons who were parties to a Maryland or Virginia lease who were contacted by Genesis for payment of interest from March 25, 2024, to August 1, 2025.*

The Settlement Class does not include Defendant's officers, directors, and employees; Defendant's attorneys; the Parties' counsel; any Judge overseeing or considering the Settlement's approval, together with members of their immediate family and any judicial staff; and those who validly excluded themselves from the Settlement Class as noted above.

16. The Court finally approves the Settlement Agreement the Parties submitted for the Settlement Class under Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate and in the best interests of the Settlement Class. The Court incorporates the Settlement Agreement into this Order, and the Parties must consummate the proposed settlement in accordance with its terms and provisions, as this Court may amend or clarify by subsequent order.

17. The Court dismisses this action on the merits, with prejudice and without costs.

18. As the Parties agreed in the Settlement Agreement, upon the Effective Date, the Court releases and discharges the Released Parties in accordance with the Settlement Agreement.

19. The Court permanently bars and enjoins each Settlement Class Member from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Released Claims against the Released Parties.

20. Within ten days of the Effective Date, Defendant must submit a request to any credit-reporting agency to which it reports any Settlement Class Members' Settlement Class Accounts regarding a Maryland or Virginia lease during the Class Period and must request that the credit-reporting agency delete the tradeline. Defendant further agrees that it will not report such debts to any credit-reporting agency in the future.

21. As of the Effective Date and for three years thereafter, Defendant will not attempt to collect or collect interest on any account arising from a Maryland or Virginia lease agreement unless a contract expressly allows such collection. If during this period Defendant believes that a change in the law permits it to collect interest on Maryland or Virginia lease agreements, it must file a notice with the Court. This notice must inform the Court, Class Counsel, and Class Representatives of the change and include a copy of any supporting documentation. Class Representatives may file an objection to such change within 14 days of Defendant's notice. This Court's decision on any requested modifications or amendments will bind each Party.

22. The Court reserves and retains jurisdiction over this Settlement, including its administration and consummation, without affecting this judgment's finality. The Court retains exclusive jurisdiction over Defendant and each Settlement Class Member for any suit, action, proceeding, or dispute arising out of or relating to this Order, the Settlement Agreement, or the Settlement Agreement's applicability. Without limiting the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration, or other proceeding by a Settlement Class Member in which a party asserts the Settlement Agreement's provisions as a defense in whole or in part to any claim or cause of action or otherwise raises them as an objection, constitutes a suit, action, or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action, or proceeding, to the fullest extent applicable law allows, this Court deems the parties and all Settlement Class members to have irrevocably waived and agreed not to assert, by way of motion, as a defense, or otherwise, any claim or objection that they are not subject to this Court's jurisdiction, or that this Court is, in any way, an improper venue or an inconvenient forum.

23. Having considered Class Counsel's application for fees and costs, the Court awards \$30,000.00 as reasonable attorneys' fees and reimbursement for reasonable out-of-pocket expenses, payable from the Settlement Fund.

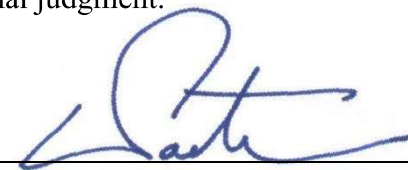
24. Having considered the application for individual service awards, the Court awards each Class Representative the sum of \$5,000.00 payable from the Settlement Fund, in consideration for the service each has performed for and on behalf of the Settlement Class.

25. The Court approves for implementation the Parties' distribution plan for payments to Settlement Class Members as detailed in the Settlement Agreement. Should funds remain after all distributions and after the check negotiation period the Settlement Agreement provides for has passed, the Court approves Housing Opportunities Made Equal, the Parties' chosen *cy pres* recipient, to receive such balance.

26. Under Rule 54(b) of the Federal Rules of Civil Procedure, the Court finds no just reason exists for delay and directs the Clerk to enter final judgment.

Entered this 21st day of January 2026.

Alexandria, Virginia

  
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William B. Porter  
United States Magistrate Judge