

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

DANIEL VANDERKODDE and
ANITA BECKLEY, 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

**UNOPPOSED MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

Plaintiffs Daniel VanderKodde and Anita Beckley, individually and as representatives of a certified class of similarly situated persons, move this Court for final approval of the class action settlement with defendants Mary Jane M. Elliott, Midland Funding, LLC, Midland Credit Management, Inc., Encore Capital Group, Inc., and LVNV Funding LLC, which the Court preliminarily approved on November 3, 2025. (ECF No. 283, PageID.4080.) As stated in the brief filed in

support of this motion, timely notice has been mailed to all class members as directed in the Court's Order of Preliminary Approval, no person has served class counsel with an objection to the settlement, no class member has requested exclusion from the settlement, and the settlement is fair, reasonable, and adequate, and provides substantial benefit to the class.

WHEREFORE, for the reasons stated herein and in the accompanying brief, Plaintiffs request that the Court grant their motion and issue an order and judgment of final approval of the parties' class settlement, in the form supplied as Exhibit 1 to the brief in support hereof.

Respectfully submitted,

Dated: March 30, 2026

/s/ Theodore J. Westbrook
Theodore J. Westbrook
Westbrook Law PLLC
Attorney for Plaintiffs
Centennial Plaza, Suite 205
2851 Charlevoix Dr. SE
Grand Rapids, MI 49546
(616) 288-9548
ted@westbrook.law

Phillip C. Rogers
Attorney for Plaintiffs
Centennial Plaza, Suite 205
2851 Charlevoix Dr. SE
Grand Rapids, MI 49546
(616) 776-1176
consumerlawyer@aol.com

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

DANIEL VANDERKODDE and
ANITA BECKLEY, 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

**BRIEF IN SUPPORT OF UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Named Plaintiffs Daniel VanderKodde and Anita Beckley, on behalf of themselves and those similarly situated, request that the Court grant final approval of the Class Action Settlement Agreement and Release (“SAR”) preliminarily approved by the Court on November 3, 2025 (ECF No. 283, PageID.4080).

Plaintiffs alleged a yearslong and systematic practice by high-volume consumer debt collection attorneys and their clients of collecting judgment interest

from Michigan debtors at several times the legal maximum, in violation of the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.* and Michigan consumer collection laws. The claims have been vigorously prosecuted by Plaintiffs, and just as vigorously defended by Defendants, since April of 2017. On October 2, 2025, the parties executed a Settlement Agreement and Release (“Settlement”) that outlined terms through which more than 5,000 Michigan consumers—those from whom Plaintiffs alleged Defendants collected unlawful interest—would receive a total of over \$13 million in debt relief, and cash payments to class members whose judgment debts are reduced to zero by these reductions. (ECF No. 276-1, PageID.4022-42.)

Plaintiffs seek final approval of the Settlement, certification of the Settlement Class, appointment of Phillip C. Rogers and Theodore J. Westbrook as Class Counsel for the Settlement Class, and entry of the proposed Order Granting Final Approval of the Settlement (Ex. 1). Defendants concur in and support the relief requested herein, specifically including entry of the jointly prepared proposed Order.

PROCEDURAL HISTORY

I. THE PARTIES ENGAGED IN ADVERSARIAL LITIGATION FROM APRIL OF 2017 UNTIL REACHING A MEDIATED AGREEMENT TO SETTLE IN JUNE OF 2025.

The present case began with the filing of Plaintiff Daniel VanderKodde's Complaint on March 3, 2017. (ECF No. 1, PageID.1.) It became a putative class action with the filing of the First Amended Complaint on April 10, 2017, which also included Anita Beckley as a named Plaintiff. (ECF No. 5, PageID.11.) Discovery efforts began in June of 2017. (ECF No. 42, PageID.1025.) Defendants Mary Jane M. Elliott, P.C. ("MJE") and Berndt & Associates, P.C. filed motions to dismiss on August 28, 2017 (ECF No. 56, PageID.1054) and September 25, 2017 (ECF No. 60, PageID.1200; ECF No. 61, PageID.1260). The Court dismissed the case on Rooker-Feldman grounds on May 15, 2018. (ECF No. 109, PageID.2075.)

On February 26, 2020, the Sixth Circuit reinstated the case, finding that the Rooker-Feldman doctrine did not apply. (ECF No. 134, PageID.2194.)

On remand, MJE and Berndt again moved for dismissal on April 10, 2020 and November 19, 2021. (ECF No. 137, PageID.2207; ECF No. 175, PageID.3132.) In the interim, Plaintiffs filed a Renewed Motion for Class Certification on September 18, 2020. (ECF No. 149, PageID.2415.) The Court denied MJE's motion to dismiss (ECF No. 183, PageID.3240) and granted Berndt's

motion to dismiss, finding that Plaintiff Ritchie Swagerty lacked Article III standing. (ECF No. 185, PageID.3262.)¹

On March 1, 2024, the Court granted class certification as to the claims against MJE, LVNV, and the Midland entities. (ECF No. 192, PageID.3350.)² Defendants both sought reconsideration (ECF No. 193, PageID.3370) and filed a Rule 23(f) petition in the Sixth Circuit challenging class certification (*See* ECF No. 219, PageID.3526). Neither challenge was successful. Further discovery was conducted under the Court's July 2, 2024 Case Management Order. (ECF No. 205, PageID.3434.) Plaintiffs then filed a Motion for Partial Summary Judgment as to their individual claims, which Defendants opposed. (ECF No. 222, PageID.3565.) While that motion was pending, Plaintiffs' counsel filed a Motion for Appointment of Class Counsel. (ECF No. 248, PageID.3916.)

¹ Because Swagerty's claims against Berndt & Associates, P.C. and LVNV Funding, LLC were dismissed, Swagerty did not participate in settlement negotiations, is not a class representative or class member, and does not release any claims or appeal rights.

² Shortly thereafter, the parties learned of the November 2023 death of former named Plaintiff Susan Buck. (Suggestion of Death, ECF No. 201, PageID.3417.)

II. THE PARTIES REACHED A SETTLEMENT PROVIDING SUBSTANTIAL RELIEF TO CLASS MEMBERS.

The parties conducted a lengthy mediation session with Lee T. Silver on May 13, 2025. (ECF No. 254, PageID.3938.) While a settlement was not reached that day, negotiations assisted by Mr. Silver continued, and resulted in an agreement to settle the case on June 23, 2025. (ECF No. 264, PageID.3985.)

The SAR provides the following relief for class members: (1) recalculating the balance of each class member's judgment to reflect the legal interest rate under Mich. Comp. Laws Section 600.6013(8) and an additional reduction of \$500 for each class member, a total benefit to the class of \$13,197,501.40³; and (2) each class member whose judgment balance was reduced to zero is eligible for a monetary award of \$150 on a claims-made basis, a total benefit of \$37,500 for the 250 class members who have submitted valid claim forms to date. (Ex. 2 ¶¶ 5, 7.)⁴

³ At the time the Settlement Agreement was reached, the adjustments to class members' balances to reflect the lower judgment interest rate rather than 13% were approximated at \$7 million. Further analysis has shown that, after adjustments and a further \$500 credit for each class member, the total of class members' balances is reduced from \$24,441,946.68 to \$11,244,445.28. This is a difference of \$13,197,501.40.

⁴ Additional claims for these \$150 payments may still be made by the 207 eligible class members to whom claim forms were mistakenly not sent. (*See* Stipulation Regarding Service of Additional Claim Forms to Select Subset of Class Members, ECF No. 289, PageID.4106.)

The SAR further provides, subject to the Court's approval and as more fully detailed in Plaintiffs' Fee and Expense Petition, that Class Counsel shall be paid attorney fees and costs of up to \$1.5 million, an amount which: (1) does not draw from any funds to be paid, or reduce the relief provided, to the class, and (2) represents less than 12% of the actual benefit to the class of the settlement.

Finally, the SAR provides for class representatives Daniel VanderKodde and Anita Beckley to receive incentive awards of \$10,000.00 each, which also do not reduce any relief or awards to be received by class members.

The parties submitted their Settlement Agreement for preliminary approval by the Court on October 2, 2025. (ECF No. 276, PageID.4004; ECF No. 276-1, PageID.4022.) The Court preliminarily approved the Settlement Agreement by Order dated November 3, 2025, agreeing with the parties that the approval criteria under Rule 23(e) would be met by the terms of the Settlement Agreement. (ECF No. 283, PageID.4080.)

On motion by the parties (ECF No. 284, PageID.4089), the Court amended its preliminary approval order on January 1, 2026 to reflect a new final approval hearing date and extended deadlines for notice to the class, opt-outs, and submission of claims. (ECF No. 286, PageID.4098.)

A Notice of Class Action Settlement (Ex. 2, p. 24), in the same form approved by the Court (ECF No. 282, PageID.4075)⁵, was then sent to the 5,287 members of the class. (Ex. 2 ¶ 4.) After following the SAR's requirements regarding remailings for returned notices, the settlement administrator reports that the notice was delivered to over 90% of the class members. (*Id.* ¶¶ 6-7.) No member of the class has opted out of the settlement or filed an objection. (*Id.* ¶¶ 11-12.)

ARGUMENT

I. LEGAL STANDARD.

"The law favors the settlement of class action lawsuits." *Griffin v. Flagstar Bancorp, Inc.*, 2013 WL 6511860, *2 (E.D. Mich. Dec. 12, 2013); *Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp.* ("International Union"), 497 F.3d 615, 632 (6th Cir. 2007) (citing a "federal policy favoring settlement of class actions"). Following preliminary approval, notice of the proposed settlement must be given to class members, and the Court holds a hearing before determining whether to grant final approval of the settlement. Fed. R. Civ. P. 23(e)(2).

⁵ Apart from amending the dates for the final approval hearing and for opt-outs and objections, the Notice sent to class members by the administrator contain identical language to the form approved by the Court.

At this stage, the ultimate inquiry is whether the settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2). This Court has broad discretion in answering that question. *International Union*, 497 F.3d at 625. But in doing so, courts within the Sixth Circuit look both to the factors delineated under Fed. R. Civ. P. 23(e)(2), which are set forth below, as well as "the Sixth Circuit's *International Union* factors [when] determining whether a class settlement is fair, reasonable, and adequate." *In re Flint Water*, 571 F. Supp. 3d at 778.⁸

Ultimately, "the court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a [class action] lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 625 (9th Cir. 1982). As the Sixth Circuit has stated, a court's "task is not to decide whether one side is right or even whether one side has the better of these arguments. Otherwise, we would be compelled to defeat the purpose of a settlement in order to approve a settlement. The question rather is whether the parties are using settlement to resolve a legitimate legal and factual disagreement." *International Union*, 497 F.3d at 632.

II. THE SETTLEMENT REACHED BY THE PARTIES IS FAIR, REASONABLE, AND ADEQUATE.

A. The Class Settlement Meets the Rule 23(e)(2) Factors.

"Federal Rule of Civil Procedure 23(e)(2) requires that the Court evaluate certain factors before the Court can find that a settlement is `fair, reasonable, and adequate.'" *In re Flint Water Cases*, 571 F. Supp. 3d 746, 778 (E.D. Mich. 2021).

Those factors look to whether:

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm's length;

(C) the relief provided for the class is adequate, taking into account:

(i) the costs, risks, and delay of trial and appeal;

(ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

(iii) the terms of any proposed award of attorney's fees, including timing of payment; and

(iv) any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2). Each factor is met here.

1. *Class Counsel and Plaintiffs Have Adequately Represented the Class.*

The first Rule 23(e)(2) factor—whether "the class representatives and class counsel have adequately represented the class," Fed. R. Civ. P. 23(e)(2)(A)—favors approval of the SAR. This factor focuses on "the actual performance of counsel acting on behalf of the class." *Busby v. Bonner*, No. 2:20-CV-2359-SHL-ATC, 2021 WL 4127775, at *3 (W.D. Tenn. Jan. 28, 2021) (quoting Fed. R. Civ. P. 23(e)(2) advisory committee note to 2018 amendments). It also requires the Court to consider whether counsel "had an adequate information base" when deciding to settle the case. *Id.* (quoting Fed. R. Civ. P. 23(e)(2) advisory committee note to 2018 amendments).

As more fully set forth in Plaintiffs' Fee and Expense Petition, Plaintiffs' counsel are experienced in consumer class actions as well as federal litigation under the FDCPA. Drawing on this experience, and through hundreds of hours spent scouring and analyzing paper public records, Plaintiffs' counsel discovered the fact pattern that would result in this class action: Defendants' consistent use in garnishment forms of a judgment interest rate exceeding the maximum provided by Mich. Comp. Laws § 600.6013(8). Plaintiffs' counsel developed the legal theory that the lawful rate was provided by Section 600.6013(8) rather than Section 600.6013(7) and that Defendants had therefore violated the FDCPA and Michigan collection

laws by charging excessive interest to Michigan consumers. Plaintiffs' counsel filed the first lawsuit in the State of Michigan to present this legal theory—the present case. Plaintiffs' counsel also beat back comprehensive defensive strategies by Defendants' experienced and competent counsel, including numerous highly technical dispositive motions, and successfully guided the case through a potentially fatal appeal. Plaintiffs' counsel have performed adequately.

VanderKodde and Beckley have likewise adequately represented their respective classes. They agreed to subordinate their own interests to those of the putative class and have done so, responding to inquiries, appearing for depositions, responding to discovery requests, and providing input into settlement negotiations, through nine years of litigation. Their claims are effectively identical to those of all class members—like each member of the class, both VanderKodde and Beckley had judgments entered against them in state court on consumer debts, and funds owed to them were garnished by Defendants reflecting excessive interest and inflated debt amounts. Their interests have never diverged from those of the class members they have sought to represent. VanderKodde and Beckley are therefore adequate representatives, and Rule 23(e)(2)(A) favors approval of the Settlement. *See In re Delphi Corp. Sec., Derivative & "ERISA" Litig.*, 248 F.R.D. 483, 494 (E.D. Mich. 2008) (finding that plaintiffs were adequate representatives where "they pursued

th[e] litigation and the settlement negotiations vigorously," and their claims were "common to and typical of the classes they represent[ed]").

2. *Settlement Negotiations Were Contentious and Conducted at Arm's Length.*

The second Rule 23(e)(2) consideration—whether "the proposal was negotiated at arm's length," Fed. R. Civ. P. 23(e)(2)(B)—also favors approval. In assessing this factor, courts examine whether the parties' negotiations were "extensive," "hard fought," and free from collusion. *Intl Union v. Robert Bosch Corp*, No. 1:07-cv-962, 2009 WL 10725538, at *8 (W.D. Mich. Nov. 3, 2009). "Courts presume the absence of fraud or collusion unless there is evidence to the contrary." *In re Flint Water Cases*, 571 F. Supp. 3d at 780 (citation omitted). And, in the absence of collusion, "[t]he court should defer to the judgment of experienced counsel who has competently evaluated the strength of his proofs." *Williams v. Vukovich*, 720 F.2d 909, 922-23 (6th Cir. 1983).

Here, the SAR resulted from an extensive, arm's length negotiation between experienced counsel, who are aware of the strengths and weaknesses of their claims, including the likelihood of appeals. The negotiations took place under the auspices of and with the active participation of an experienced mediator. The participation of such a mediator evidences that the settlement was a product of an arm's length negotiation and is a reasonable compromise of disputed issues. *See, e.g., In re Flint*

Water Cases, 571 F. Supp. 3d at 780 ("There appears to be no better evidence of a truly adversarial bargaining process than the presence of a neutral third party mediator.") (cleaned up); *Thomsen*, 639 F. Supp. 3d 758, 769 ("The participation of an independent mediator in settlement negotiations virtually ensures that the negotiations were conducted at arm's length and without collusion between the parties."); *D'Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001) ("[A] court-appointed mediator's involvement ... helps to ensure that the proceedings were free of collusion"). There is no question the SAR was reached after arm's length negotiations and not as a product of collusion.

3. *The Relief Provided to Class Members is Adequate.*

Rule 23(e) requires the relief provided to class members to be adequate. The settlement here provides for a significant reduction of the balance of a judgment debt for each Class Member; and a cash payment of \$150, on a claims-made basis, to each Class Member whose judgment balance was already zero or will be reduced to zero by the recalculation of judgment interest to the rate set in Mich. Comp. Laws § 600.6013(8) and the further reduction in the SAR of \$500. This is a total benefit of more than \$13 million for the 5,287 Class Members and offers significant relief to each one. Only those whose balances had already reached zero irrespective of the reductions *and* do not return claim forms would be unaided by the settlement. Some

benefit more than others—those with older and larger judgments receive larger benefits in absolute terms—but the benefits are proportional to the harms even in those instances.

This factor also requires the Court to consider the following sub-factors: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed claim distribution; (iii) the proposed attorney's fees, including the timing of payment; and (iv) the presence of any side agreements required to be identified under Rule 23(e)(3). Fed. R. Civ. P. 23(e)(2)(C); *see also* Fed. R. Civ. P. 23(e)(3).

Plaintiffs and their counsel were and remain confident in the strength of their case; however, further litigation was not without risks, including uncertainty in the framework the Court could apply to actual or statutory damages that could have resulted in de minimis relief even after liability was established. Even maximal statutory damages of \$500,000 assessed against each Defendant under 15 U.S.C. § 1692k(a)(2)(B) would offer significantly less relief to the class than the settlement reached in this case, and the possibility of decertification or delay on appeal cannot be ignored. The first sub-factor is met.

As for the second sub-factor, the method for processing claims supports approval of a settlement if it "deter[s] or defeat[s] unjustified claims" without erecting "'unduly demanding" obstacles to relief. *Johnson v. Rausch, Sturm, Israel,*

Enerson & Hornik, LLP, 333 F.R.D. 314, 321 (S.D.N.Y. 2019) (quoting Fed. R. Civ. P. 23(e)(2) advisory committee note to 2018 amendments). In assessing this sub-factor, courts have observed that, to be fair and adequate, a claims processing method "need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel." *Id.* (cleaned up). Courts have further found that this sub-factor weighs in favor of approval where claims are evaluated based on "objective criteria," which are a "hallmark of fairness." *In re Flint Water Cases*, 571 F. Supp. 3d at 781.

The settlement administrator, in conjunction with counsel for MJE and Plaintiffs' counsel, determined who would receive claim forms based on objective, identifiable criteria: if a class member's judgment balance would be reduced to zero by the interest recalculation plus a reduction of \$500, they were eligible to submit a claim via an intuitive process of either: (1) submitting a paper claim form by mail, or (2) submitting a claim via the settlement website maintained by the administrator. Hundreds of class members have successfully submitted claims, and nearly all such claims have been validated by the settlement administrator. (Ex. 2 ¶¶ 4-7, 10.) This suggests that the claims process is effective. *See Equifax*, 2020 WL 256132, at *30 (N.D. Ga. Jan. 13, 2020) (citing the "robust number of claims" as "evidence that the

process was not unduly burdensome"), *rev 'd in part on other grounds*, 999 F.3d 1247 (11th Cir. 2021).

The Court should find that the method of claims distribution supports approval of the settlement.

The third factor, the appropriateness of attorney fees, also supports the fairness of the settlement. The present case is exceptional in that there is no compromise in the relief provided to Class Members as a result of payment of attorney fees; these are borne directly by Defendant MJE rather than out of a common fund. The fees sought by Plaintiffs' counsel of \$1.5 million represents under 11% of the benefit to the class and reflects a multiplier of counsel's lodestar calculation of 2.122. Here, there are no "signs that counsel sold out the class's claims at a low value in return for [a] high fee." *In re Flint Water Cases*, 571 F. Supp. 3d at 781. As further argued in Plaintiffs' Fee and Expense Petition, attorney fees are reasonable and fair.

The fourth factor, the existence of any side agreements, also weighs in favor of a finding of fairness and adequacy. No such agreements exist. The relief provided in the SAR is the only relief provided to Plaintiffs and the class members and the only agreement regarding attorney fees that may be awarded.

4. *Class Members are Treated Equitably.*

The final Rule 23(e)(2) factor—whether the Settlement "treats class members equitably relative to each other," Fed. R. Civ. P. 23(e)(2)(D)—also supports approval. "Matters of concern with respect to this factor could include whether the apportionment of relief among class members takes appropriate account of differences among their claims, and whether the scope of the release may affect class members in different ways that bear on the apportionment of relief." *In re Flint Water Cases*, 571 F. Supp. 3d at 782.

Here, balance reductions and \$500 balance credits are applied proportionally to all class members. Those with low initial balances may benefit less, but many such class members are entitled to receive cash payments. While VanderKodde and Beckley would receive incentive awards of \$10,000 each, these awards are justified by Mr. VanderKodde's and Ms. Beckley's extensive involvement in the litigation since early 2017. *See Hadix v. Johnson*, 322 F.3d 895-99 (6th Cir. 2003); *Lonardo v. Travelers Indem. Co.*, 706 F.Supp.2d 766,787 (N.D. Ohio 2010) ("[I]n common fund cases and where the settlement agreement provides for incentive awards, class representatives who have had extensive involvement in a class action litigation deserve compensation above and beyond amounts to which they are entitled by virtue

of class membership alone.”) Without them, the class members would not receive over \$13 million in relief. The final Rule 23(e)(2) factor favors approval.

B. The Class Settlement Meets the *International Union* Factors.

In addition to the Rule 23(e)(2) factors, courts within this Circuit also look to "the Sixth Circuit's *International Union* factors [when] determining whether a class settlement is fair, reasonable, and adequate." *In re Flint Water*, 571 F. Supp. 3d at 778. These factors look to:

- (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.

International Union, 497 F.3d at 631 (citations omitted).

As courts have recognized, there is significant "overlap" between the Rule 23(e)(2) and the *International Union* factors. *In re Flint Water*, 571 F. Supp. 3d at 778. Specifically, *International Union*'s "risk of fraud or collusion" factor is met for the same reasons as Rule 23(e)(2)' "arm's-length negotiation" factor. And *International Union*'s "complexity, expense, and likely duration of the litigation" and "likelihood of success on the merits" factors are met for the same reasons as Rule 23(e)(2)'s factor examining the "costs, risks, and delay of trial and appeal." The

parties therefore incorporate the above analysis here. The remaining *International Union* factors are either neutral or favor settlement.

Discovery was extensive and contentious, including substantial written discovery, depositions of the parties, and the filing of motions to compel by Plaintiffs. The discovery taken, alongside the extensive independent investigation of tendencies in public-record filings by Plaintiffs' counsel, was sufficient in Plaintiffs' view to: (1) support Defendants' liability under Rule 56; and (2) understand the scope of class members' claims. Because the essential "question is whether the parties had adequate information about their claims," *In re Auto. Parts Antitrust Litig.*, No. 2:12-CV-00203, 2018 WL 11373135, at *7 (E.D. Mich. Nov. 8, 2018), this factor favors approval.

Class Counsel and the class representative support the settlement. "The endorsement of the parties' counsel is entitled to significant weight, and supports the fairness of the class settlement." *Thomsen v. Morley Co., Inc.*, 2022 U.S. Dist. LEXIS 201703, at *16 (E.D. Mich. Nov. 4, 2022) (citation omitted). Because "[c]lass counsel supports the settlement . . . this factor favors approval too." *Id.*

Remarkably, with over 90% of class members receiving the settlement notice, none has opted out and none has objected. (Ex. 2 ¶¶ 11-12.) This positive feedback of the absent class members supports the fairness and reasonableness of the proposed

settlement. *See Hainey v. Parott*, 617 F. Supp. 2d 668, 676 (S.D. Ohio 2007) (“a small number of objections, particularly in a class of this size, indicates that the settlement is fair, reasonable and adequate.”) (citing *Whitford v. First Nationwide Bank*, 147 F.R.D. 135, 141 (W.D. Ky. 1992)); *Stinson v. Delta Management Assocs., Inc.*, 302 F.R.D. 160, 165 (S.D. Ohio 2014) (finding “[t]he reaction of the class also supports approval” where no class members objected or requested exclusion).

The last *International Union* factor looks to whether the settlement agreement is in the public's interest. 497 F.3d at 631. “There is a strong public interest in encouraging settlement of complex litigation and class action suits because they are ‘notoriously difficult and unpredictable’ and settlement conserves judicial resources.” *See, e.g., In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 530 (E.D. Mich. 2003) (quoting *Granada Invs. Inc. v. DWG Corp.*, 962 F.2d 1203, 1205 (6th Cir. 1992)). That is particularly true when class members have waited years—in the case of the Class Representatives, nearly a decade—to obtain relief. *Garner Props. & Mgmt., LLC v. City of Inkster*, 2020 WL 4726938, at *10 (E.D. Mich. Aug. 14, 2020) (“[A]llowing settlement in this matter will promote the fair and expeditious resolution of the matter.”). This factor weighs in favor of approval.

III. CERTIFICATION OF THE SETTLEMENT CLASS IS WARRANTED.

The Court granted class certification in this case on March 1, 2024, finding the factors presented in Rule 23(a) and (b)(3) were met. (ECF No. 192.) The proposed Settlement Class as defined in the SAR are nearly identical to those approved by the Court in its March 1, 2024 Order Granting Class Certification (ECF No. 192, PageID.3360), though not verbatim. When Plaintiffs moved for class certification, the greatest interest rate allowed under MCL 600.6013(8) during the relevant time frame was 3.848%; this figure was included in the proposed class definitions adopted by the Court. Since January of 2023, the allowed rate has exceeded 3.848%.⁶ The amended class definitions above would ensure that the classes do not improperly include persons who were charged interest exceeding 3.848% but not greater than the rate allowed by MCL 600.6013(8). There is no material difference in the Rule 23(a) or (b)(3) analysis between the certified class definitions and the proposed Settlement Class definitions—only greater precision—and certification of the Settlement Class likewise meets the Rule 23 requirements.

⁶ See <https://www.michigan.gov/taxes/interest-rates-for-money-judgments>, last visited Sep. 30, 2025.

IV. NOTICE PROVIDED TO CLASS MEMBERS SATISFIES DUE PROCESS.

Due process requires the class notice to be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *UAW*, 497 F.3d at 629. The notice must "fairly apprise the prospective members of the class of the terms of the proposed settlement so that class members may come to their own conclusions about whether the settlement serves their interests." *Id.* (internal quotation marks and citation omitted).

There is no statutory or due process requirement that all class members receive actual notice by mail or other means; rather, "individual notice must be provided to those class members who are identifiable through reasonable effort." *Eisen v. Carlisle & Jacqueline*, 417 U.S. 156, 175 (1974). Rule 23(e) gives the Court "virtually complete" discretion as to the manner of service of settlement notice. See *Franks v. Kroger Co.*, 649 F.2d 1216, 1222-23 (6th Cir. 1981).

The settlement administrator has done what the SAR required regarding the notice approved by the court: mailing the notice to class members at the last-known address in Defendants' records, establishing a notice website, updating addresses for those notices returned undeliverable, and re-mailing notice. (ECF No. 276-1, PageID.4031; Ex. 2.) More than 90% of notices were delivered. This was as

comprehensive a notice program as was practicable under the circumstances and satisfies due process.

CONCLUSION

For the foregoing reasons, Plaintiffs request that the Court enter a final order approving the class action settlement as set forth in the SAR.

Respectfully submitted,

Dated: March 30, 2026

/s/ Theodore J. Westbrook
Theodore J. Westbrook
Westbrook Law PLLC
Attorney for Plaintiffs
Centennial Plaza, Suite 205
2851 Charlevoix Dr. SE
Grand Rapids, MI 49546
(616) 288-9548
ted@westbrook.law

Phillip C. Rogers
Attorney for Plaintiffs
Centennial Plaza, Suite 205
2851 Charlevoix Dr. SE
Grand Rapids, MI 49546
(616) 776-1176
consumerlawyer@aol.com

EXHIBIT 1

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.

Date

Hon. Paul L. Maloney
United States District Judge

EXHIBIT 2

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

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

Plaintiffs,

-vs.-

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

**DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC
REGARDING DUE DILIGENCE IN NOTICING**

I, Snehal Indra, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am a Case Manager for American Legal Claim Services, LLC (“ALCS”). ALCS was selected by the Court to serve as the Settlement Administrator and to otherwise comply with the provisions set forth in the Settlement Agreement and Release and the Order Granting Preliminary Approval. I was responsible for overseeing the dissemination of Notice of Settlement (“Notice”) to class members, claims processing, exclusion processing, and all other matters required as Settlement Administrator.
3. **Class Action Fairness Act (“CAFA”) Notice:** On October 10, 2025, ALCS mailed, via certified mail, a CAFA Notice pursuant to 28 U.S.C. § 1715 to the Attorneys General of the 50 states and the US territories. On February 27, 2026, ALCS mailed, via certified mail, a Supplemental CAFA Notice to the Attorneys General of the 50 states and the US territories. The Supplemental CAFA Notice package contained a cover letter on behalf of the Defendants Mary Jane M. Elliott, P.C., Midland Funding, LLC; Midland Credit Management Inc, Encore Capital Group, Inc, and LVNV Funding, LLC. The package also contained the following three exhibits: 1) Order Granting Preliminary Approval, 2) the Order Granting Joint Motion to Amend Order Granting Preliminary Approval, and 3) Notice of Class Action Settlement (attached hereto as Exhibit A).

4. **Class List Receipt and Processing:** On December 1, 2025, ALCS received the mailing list (“Class List”) from counsel containing 5,291 records with the names and street addresses. ALCS reviewed and processed the data. A total of 4 duplicates were identified and merged based on a combination of name and address. The final Class List contained 5,287 class members after the duplicates were merged. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate mailing addresses for class members. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from class members.
5. **Initial Class Notice:** On January 26, 2026, ALCS mailed the Notice, which included a detachable Claim Form, substantially in the form approved by the Court to 2,208 class members who were eligible to file a claim. Additionally on the same day, ALCS mailed the Notice without a Claim Form, to 3,079 class members who were not eligible to file a claim
6. **Returned Mail Handling:** ALCS processed all Notices returned by USPS. A minority of the mail included an updated address provided by the USPS (“FOE”). For these, the class member addresses were updated, and the Notice were re-mailed to the updated address provided. The remainder of the mail returned by the USPS did not contain an updated address (“UAA”). For these, ALCS conducted address searches using a nationally recognized location service to attempt to locate new addresses for these class members. Of the 5,287 Notices mailed, 1,293 were returned by USPS as of the date of this declaration. ALCS has remailed 896 Notices to updated addresses. Of the 896 remailed Notices, only 94 were returned by USPS as of the date of this declaration.
7. **Noticing Campaign Summary:** The following is a summary of the noticing, as of the date of this Declaration:
 - Notice initially mailed via USPS: 5,287
 - Notice returned by USPS: 1,293
 - Notice remailed via USPS: 896
 - Rемаiled Notice returned as UAA: 94
 - Total number of mailed Notice deemed undeliverable: 491
 - Percentage of Notice deemed delivered: 90.71%
8. **Website:** ALCS created a case website www.vanderkoddeclassaction.com that provided further information as stated in the Notice. The website contained sections for Important Court Documents, Key Dates and FAQs. Class members had an opportunity to update their address and/or submit their claim online.
9. **Toll-Free Telephone:** ALCS established a toll-free telephone line (800-843-3150) for Class members to contact with questions about the settlement or update their address.


10. **Claims:** The Notice instructed those who wish to receive a settlement check must upload on the website or mail (postmark) the claim form to the Settlement Administrator by no later than March 9, 2026. As of this date of the declaration, we have received 255 claims.

- Total claims received: 255
- Valid claims: 250
- Invalid & Deficient claims: 1
- Duplicate Claims: 1
- Late claims: 3

11. **Exclusions:** The Notice instructed those who wish to opt out of the settlement to write to the Settlement Administrator stating that the class member does not wish to participate. It further states that an opt-out request must be postmarked by March 9, 2026. As of the date of this declaration, we have received zero requests for exclusions for this case.

12. **Objections:** The Notice informed class members who wish to object to the settlement to file their written objection with the Court by March 9, 2026. I am not aware of any objections being filed with the Court as of the date of this declaration.

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on March 12, 2026, in Jacksonville, Florida.



Snehal Indra

Exhibit A

State	Name	Building	Street	City	State	Zip
U.S. Attorney General	Pamela J. Bondi	U.S. Department of Justice	950 Pennsylvania Avenue NW	Washington	D.C.	20530
Alabama Attorney General	Steve Marshall		501 Washington Ave. P.O. Box 300152	Montgomery	AL	36130
Alaska Attorney General	Treg Taylor		1031 W. 4th Avenue, Suite 200	Anchorage	AK	99501
American Samoa Attorney General	Gwen Tauiliili- Langkilde	Executive Office Building, Utulei	Territory of American Samoa	Pago Pago	AS	96799
Arizona Attorney General	Kris Mayes		2005 N Central Ave	Phoenix	AZ	85004
Arkansas Attorney General	Tim Griffin		323 Center St. Suite 200	Little Rock	AR	72201
California Attorney General	Rob Bonta		1300 I St., Ste. 1740	Sacramento	CA	95814
Colorado Attorney General	Phil Weiser	Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor	Denver	CO	80203
Connecticut Attorney General	William Tong		165 Capitol Avenue	Hartford	CT	0.6106
Delaware Attorney General	Kathy Jennings	Carvel State Office Building	820 N. French St.	Wilmington	DE	19801
District of Columbia Attorney General	Brian Schwalb		400 6th Street NW	Washington	DC	20001
Florida Attorney General	James Uthmeier	Office of the Attorney General	The Capitol, PL-01	Tallahassee	FL	32399
Georgia Attorney General	Chris Carr		40 Capitol Square, SW	Atlanta	GA	30334
Guam Attorney General	Douglas Moylan	Bank of Hawaii Building	134 W. Soledad Ave, 4 th Floor, Suite 412	Hagatna	GU	96910
Hawaii Attorney General	Anne E. Lopez		425 Queen St.	Honolulu	HI	96813
Idaho Attorney General	Raúl Labrador		700 W. Jefferson Street, Suite 210, P.O. Box 83720	Boise	ID	83720
Illinois Attorney General	Kwame Raoul	James R. Thompson Ctr.	100 W. Randolph St.	Chicago	IL	60601
Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 West Washington St., 5th Fl.	Indianapolis	IN	46204
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E. Walnut Street	Des Moines	IA	50319
Kansas Attorney General	Kris Kobach		120 S.W. 10th Ave., 2nd Fl.	Topeka	KS	66612
Kentucky Attorney General	Russell Coleman	Capitol Building	700 Capital Avenue, Suite 118	Frankfort	KY	40601
Louisiana Attorney General	Liz Murrill		1885 North Third St	Baton Rouge	LA	70802
Maine Attorney General	Aaron Frey		6 State House Station	Augusta	ME	0.4333
Maryland Attorney General	Anthony G. Brown		200 St. Paul Place	Baltimore	MD	21202
Massachusetts Attorney General	Andrea Campbell		1 Ashburton Place, Floor 20	Boston	MA	0.2108
Michigan Attorney General	Dana Nessel		525 W. Ottawa St., P.O. Box 30212	Lansing	MI	48909
Minnesota Attorney General	Keith Ellison		445 Minnesota Street, Suite 600	St. Paul	MN	55101
Mississippi Attorney General	Lynn Fitch	Department of Justice	P.O. Box 220	Jackson	MS	39205
Missouri Attorney General	Andrew Bailey	Supreme Ct. Bldg	207 W. High St., PO Box 899	Jefferson City	MO	65101
Montana Attorney General	Austin Knudsen	Office of the Attorney General, Justice Bldg.	P.O. Box 201401	Helena	MT	59620
Nebraska Attorney General	Mike Hilgers		1445 K Street, Room 2115, P.O. Box 98920	Lincoln	NE	68508
Nevada Attorney General	Aaron D. Ford	via email: NVAGCAFAnotices@ag.nv.gov				
New Hampshire Attorney General	John Formella	NH Department of Justice	1 Granite Place South	Concord	NH	0.3301
New Jersey Attorney General	Matthew J. Platkin	Richard J. Hughes Justice Complex	25 Market Street, 8th Floor, P.O. Box 080	Trenton	NJ	0.8625
New Mexico Attorney General	Raul Torrez		P.O. Drawer 1508	Santa Fe	NM	87504
New York Attorney General	Letitia A. James	Department of Law	The Capitol, 2nd Floor	Albany	NY	12224
North Carolina Attorney General	Jeff Jackson	Department of Justice	PO Box 629	Raleigh	NC	27602
North Dakota Attorney General	Drew Wrigley	State Capitol	600 E. Boulevard Ave.	Bismarck	ND	58505
Northern Mariana Islands Attorney General	Edward E. Manibusan	Administration Building	P.O. Box 10007	Saipan	MP	96950
Ohio Attorney General	Dave Yost	State Office Tower	30 E. Broad St., 14th Floor	Columbus	OH	43266
Oklahoma Attorney General	Gentner Drummond		313 NE 21st Street	Oklahoma City	OK	73105
Oregon Attorney General	Dan Rayfield	Oregon Department of Justice	1162 Court St., NE	Salem	OR	97301
Pennsylvania Attorney General	Dave Sunday	Pennsylvania Office of Attorney General	16th Floor, Strawberry Square	Harrisburg	PA	97301
Puerto Rico Attorney General	Janet Parra-Mercado		P.O. Box 9020192	San Juan	PR	0.0902
Rhode Island Attorney General	Peter F. Neronha		150 S. Main St.	Providence	RI	0.2903
South Carolina Attorney General	Alan Wilson	Rembert C. Dennis Office Bldg.	P.O. Box 11549	Columbia	SC	29211
South Dakota Attorney General	Marty Jackley		1302 East Highway 14, Suite 1	Pierre	SD	57501

Tennessee Attorney General	Jonathan Skrmetti		PO Box 20207	Nashville	TN	37202
Texas Attorney General	Ken Paxton	Capitol Station	P.O. Box 12548	Austin	TX	78711
U.S. Virgin Islands Attorney General	Gordon C. Rhea		3438 Kronprindsens Gade, GERS Building, 2nd Floor	St. Thomas	Virgin Islands	0.0802
Utah Attorney General	Derek Brown		State Capitol, Rm. 236	Salt Lake City	UT	84114
Vermont Attorney General	Charity R. Clark		109 State St.	Montpelier	VT	0.5609
Virginia Attorney General	Jason Miyares		202 North Ninth Street	Richmond	VA	23219
Washington Attorney General	Nick Brown		1125 Washington St. SE, P.O. Box 40100	Olympia	WA	98504
West Virginia Attorney General	John B. McCuckey	State Capitol	1900 Kanawha Blvd. E	Charleson	WV	25305
Wisconsin Attorney General	Josh Kaul	Wisconsin Department of Justice State Capitol	Room 114 East, PO Box 7857	Madison	WI	53707
Wyoming Attorney General	Bridget Hill	State Capitol Bldg. 109 State Capitol	200 W. 24 th Street	Cheyenne	WY	82002

February 27, 2026

Re: Supplemental Notice Pursuant to the Class Action Fairness Act of 2005 in connection with *Vanderkodde v. Mary Jane M. Elliott, P.C., et al.*, United States District Court, Western District of Michigan, Southern Division. Case No: 1:17-cv-203.

Dear Federal or State Official:

We collectively represent 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 and collectively referred to as “Midland”), and LVNV Funding, LLC (“LVNV”) (also collectively “Defendants”) in the above-referenced action (the “Action”), which is pending before the Honorable Paul L. Maloney in the United States District Court for the Western Division of Michigan.

On October 10, 2025, you were sent the CAFA Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715 *Vanderkodde v. Mary Jane M. Elliott, P.C., et al.* with the following exhibits: Original Complaint, First Amended Complaint, Joint Motion for Preliminary Approval, Settlement Agreement, and Proposed Notice to the Class.

Pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, Defendants hereby notify you of the additional documents that were not previously available. In compliance with 28 U.S.C. § 1715(b), Defendants state as follows:

- 1. 28 U.S.C. § 1715(b)(2) — Notice of Any Scheduled Judicial Hearing:** Enclosed is the Order granting preliminary approval (Exhibit 1) entered on November 3, 2025. Additionally, on January 16, 2026, the Court entered the Order Granting Joint Motion to Amend Order Granting Preliminary Approval (Exhibit 2). The Final Approval hearing was adjourned to Monday April 13, 2026, at 9:30 am.
- 2. 28 U.S.C. § 1715(b)(3) — Notification to Class Members:** Enclosed is the Notice of Class Action Settlement (Exhibit 3) which was mailed to class members on January 26, 2026. Class members whose judgement balance may have been eliminated also received a claim form with their notice.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. §1715, please contact the undersigned so the Defendants can address any concerns or questions you may have.

Sincerely,

/s/ Theodore W. Seitz

Theodore W. Seitz (P60320)
Andrew P. Hussey (P87192)
DYKEMA GOSSETT PLLC
201 Townsend Street, Suite 900
Lansing, MI 48933
(517) 374-9149
tsietz@dykema.com
ahussey@dykema.com

*Attorneys for Defendants Midland
Funding, LLC; Midland Credit Management,
Inc.; and Encore Capital Group, Inc.*

/s/ Nabil G. Foster

Nabil G. Foster
BARON & NEWBURGER P.C.
53 W. Jackson Blvd., Suite 1205
Chicago, IL 60604
(312) 767-5750
nfoster@bn-lawyers.com

Attorney for LVNV Funding, LLC

/s/ Jeffrey R. Hicks

Jeffrey R. Hicks (P74279)
COLLINS EINHORN FARRELL PC
400 Town Center, 9th Floor
Southfield, MI 48074
(248) 355-4141
jeffrey.hicks@ceflawyers.com

*Attorney for Defendant Mary Jane M.
Elliott, P.C.*

Exhibit 1

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:

Theodore W. Seitz
Dykema Gossett PLLC
Attorneys for Defendants Midland Funding, LLC;
Midland Credit Management, Inc.; and Encore
Capital Group, Inc.
201 Townsend St. Ste. 900
Lansing, MI 48933

Jeffrey R. Hicks
Collins Einhorn Farrell PC
Attorneys for Defendant Mary Jane M. Elliott, P.C.
400 Town Center, 9th Floor
Southfield, MI 48074

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
Westbrook Law PLLC

2851 Charlevoix Dr. SE, Ste. 205
Grand Rapids, MI 49546

Defendants' Counsel:

Theodore W. Seitz
Dykema Gossett PLLC
Attorneys for Defendants Midland Funding, LLC;
Midland Credit Management, Inc.; and Encore
Capital Group, Inc.
201 Townsend St. Ste. 900
Lansing, MI 48933

Jeffrey R. Hicks
Collins Einhorn Farrell PC
Attorneys for Defendant Mary Jane M. Elliott, P.C.
400 Town Center, 9th Floor
Southfield, MI 48074

Nabil G. Foster
Baron & Newburger P.C.
Attorneys for Defendant LVNV Funding L.L.C.
53 W. Jackson Blvd., Ste. 1205
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

Exhibit 2

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DANIEL VANDERKODDE, et al.,

Plaintiffs,

Case No. 1:17-cv-203

HON. PAUL L. MALONEY

v.

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

Defendants.

_____ /

**ORDER GRANTING JOINT MOTION TO AMEND ORDER
GRANTING PRELIMINARY APPROVAL**

The parties to this action filed a Joint Motion [ECF No. 284] to amend the Order Granting Preliminary Approval to the proposed class action settlement [ECF No. 283].

Specifically, the parties seek to extend the class notice and other dates in the Order Granting Preliminary Approval, which also requires moving the final approval hearing previously set for March 9, 2026. Based on the joint motion as well as all other matters of record, the Court finds and orders:

1. The Order Granting Preliminary Approval [ECF No. 283] is amended as follows:
 - a. The deadline to disseminate notice to the class shall be Monday, January 26, 2026, amending paragraph 7.
 - b. The deadline for a class member to provide notice that he or she wishes to be excluded from the class shall be March 9, 2026, amending paragraph 9.
 - c. The deadline for a class member to object to the settlement shall be March 9, 2026, amending paragraph 16.

d. The deadline for a party to execute their option to withdraw from the settlement shall be March 23, 2026, amending paragraph 13.

2. The Final Approval Hearing shall be adjourned from Monday, March 9, 2026 at 9:00 a.m. to Monday, April 13, 2026, at 9:30 a.m.

3. All other dates, deadlines, and terms of the Order Granting Preliminary approval not amended herein remain the same.

IT IS SO ORDERED.

Dated: January 16, 2026

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

Exhibit 3

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN

NOTICE OF CLASS ACTION SETTLEMENT

VanderKodde, et al. v. Mary Jane M. Elliott, P.C., et al.

No. 1:17-cv-203

A court authorized this Notice. It is not a solicitation from a lawyer. You are not being sued.

A class action lawsuit is pending in the United States District Court for the Western District of Michigan (“the Court”) against Mary Jane M. Elliott, P.C.; Midland Funding, LLC; Midland Credit Management, Inc.; Encore Capital Group, Inc.; and LVNV Funding, LLC (together, the “Defendants”). The lawsuit alleges the Defendants violated United States federal and Michigan state law by applying unlawfully high interest rates to debt collection judgments. The Defendants deny any wrongdoing.

The Court decided that this lawsuit should proceed as a class action on behalf of “Classes,” or groups of people, that could include you. Two classes have been certified by the Court:

1. **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 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).**
2. **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 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 that exceeded the rate allowed by MCL 600.6013(8).**

The parties to the lawsuit have proposed that the lawsuit be settled. A hearing on the fairness of the proposed settlement is set for Monday, April 13, 2026, at 9:30 a.m., in Room 137 of the Federal Building, 410 W. Michigan Ave., Kalamazoo, Michigan 49007. At this hearing, presiding Judge Paul L. Maloney will rule upon whether the settlement agreement proposed by the parties is fair and reasonable.

YOUR RIGHTS AND OPTIONS IN THIS LAWSUIT	
<i>Do Nothing</i>	<p>Stay in the lawsuit, share in the benefits if the proposed settlement is approved by the Court. Give up certain rights.</p> <p>By doing nothing, you are choosing to stay in the Class and accept the benefits of the proposed settlement. You will give up your rights to sue the Defendants in a separate lawsuit for the claims made in this class action.</p>
<i>Ask to be Excluded</i>	<p>Get out of this lawsuit. Get no benefits, but keep your rights.</p> <p>If you opt out of the Class (meaning you say in writing that you do not want to be included in this lawsuit), you will <u>not</u> be entitled to any benefits of the proposed settlement, but you will <u>not</u> be bound by any past or future rulings against the Defendants. You will be free to pursue your own claims against the Defendants on your own or as part of a different lawsuit.</p>
<i>Object to the Proposed Settlement</i>	<p>Ask the Court not to approve the settlement.</p> <p>You may choose to stay in the class, but object to the proposed settlement. If the Court does not approve the settlement, the case may proceed in court or settle on different terms. If the Court approves the settlement despite your objection, you may share in the benefits of the settlement, or appeal the Court’s approval of the settlement.</p>

THESE RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM ARE EXPLAINED IN THIS NOTICE

BASIC INFORMATION ABOUT THE LAWSUIT

1. Why did I get this Notice?

Records indicate that a judgment was entered against you in favor of Midland Funding, LLC or LVNV Funding, LLC, that Mary Jane M. Elliott P.C. applied interest to the judgment at a rate exceeding the rate allowed under MCL 600.6013(8), and that some amount was collected against the judgment. This Notice explains that the Court has preliminarily approved a class action settlement that may affect you. You have

legal rights and options that you may exercise. Judge Paul L. Maloney of the United States District Court for the Western District of Michigan is overseeing this class action. The case is known as *VanderKodde v. Mary Jane M. Elliott, P.C.*, Civil Action No. 1:17-cv-203 (the “Action”).

2. What is the lawsuit about?

This lawsuit is about whether the Defendants violated federal and state laws regulating debt collection practices when they applied interest to judgment debts and then collected against the

judgments. Plaintiffs allege that Defendants violated the federal Fair Debt Collection Practices Act and Michigan debt collection laws. The Defendants deny any wrongdoing.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people, called “Class Representatives” (in this case Daniel VanderKodde and Anita Beckley), sue on behalf of themselves and other people who have similar claims. These people and entities together are called a “Class” or “Class Members.” Daniel VanderKodde, Anita Beckley, and all the Class Members are called Plaintiffs. The companies the Plaintiffs sued, Mary Jane M. Elliott, P.C.; Midland Funding, LLC; Midland Credit Management, Inc.; Encore Capital Group, Inc.; and LVNV Funding, LLC, are called the Defendants. One court resolves the issues for all Class Members—except those who choose to exclude themselves.

4. What has happened in the lawsuit?

On April 10, 2017, Class Representatives Daniel VanderKodde and Anita Beckley filed, on behalf of a putative class, a complaint against Defendants alleging that Defendants had violated the Fair Debt Collection Practices Act and Michigan debt collection laws.

On March 1, 2024, the Court certified classes of persons against whom judgments were entered in favor of Midland Funding, LLC and LVNV Funding, LLC, Mary Jane M. Elliott, P.C. calculated interest at rates exceeding

those provided in MCL 600.6013(8), and Mary Jane M. Elliott, P.C. collected money against those judgments.

On June 18, 2025, the Class Representatives and Defendants reached an agreement to settle the case.

5. What is the current status of the lawsuit?

The parties have proposed a class action settlement, and the Court has preliminarily approved the terms of that settlement.

6. What would I get from the settlement?

To settle this case, the Defendants have agreed to: (1) reduce the balance of each Class Member’s judgment to reflect interest calculated at the rates specified in MCL 600.6013(8), (2) reduce the balance of each class Member’s judgment by an additional \$500.00, and (3) pay each Class Member whose judgment balance is eliminated through these reductions and who files a claim the amount of \$150.00. Defendants have also agreed to pay the administrative costs of the settlement, pay Daniel VanderKodde and Anita Beckley incentive awards of \$10,000.00 each, and pay up to \$1,500,000.00 in attorney fees. These amounts are subject to the approval of the Court at the hearing scheduled for April 13, 2026. Class counsel will present a petition for the approval of these amounts for consideration at that hearing, and which time the Court will decide whether the awards of these amounts are fair and reasonable.

IF THE SETTLEMENT IS APPROVED, YOU, AS A MEMBER OF THE CLASS, WILL RECEIVE REDUCTIONS IN YOUR JUDGMENT BALANCE AND, IF YOU ARE ELIGIBLE, A PAYMENT OF \$150.

This proposed settlement is subject to final approval by the Court. Payments would be mailed approximately six (6) weeks after the final fairness hearing.

DETERMINING IF YOU ARE A MEMBER OF THE CLASS

7. How do I know if I am a Class Member?

You are a member of a Class if a judgment was entered against you in favor of Midland Funding, LLC or LVNV Funding, LLC; Mary Jane M. Elliott added interest to the judgment at a rate exceeding the rate allowed under MCL 600.6013(8); and Mary Jane M. Elliott collected money from you against the judgment.

YOUR OPTIONS AS A CLASS MEMBER

8. What are my options as a Class Member?

You must decide whether to stay in the Class or opt out of it. In addition, if you do not choose to opt out of the class, you may choose whether or not to object to the settlement.

9. What happens if I choose to stay in the Class?

If you stay in the Class, and the settlement is approved, you will receive

the balance reductions explained in paragraph 6 above. If the balance reductions eliminate the judgment balance and you file a claim, you will receive a payment of \$150.00. But you give up any rights to sue Defendants separately about the same legal claims in this lawsuit.

10. How do I stay in the Class?

You do not have to do anything to stay in the Class.

11. What happens if I opt out of the Class?

If you opt out of the Class (by stating in writing that you do not want to be included in the Class in this Action), you will give up the right to receive the benefit of the settlement. But you will keep any rights you may currently have to sue Defendants regarding the legal claims at issue in this lawsuit.

12. How do I opt out of the Class?

If you do not want to remain a member of the Class, you must send a written "Request to Opt Out," which references the case name "VanderKodde v. Mary Jane M. Elliott, P.C.," to the following address:

VanderKodde v MJE (881)
c/o Settlement Administrator
PO Box 23309
Jacksonville, FL 32241

If you wish to opt out of the Class, your Request to Opt Out must be postmarked by March 9, 2026.

13. What happens if I do not do anything?

By doing nothing, you are choosing to stay in the Class. You don't have to do anything now if you want to stay in the Class. If you stay in the class, you will receive the benefit of the settlement in reductions to your judgment balance and, if your balance is eliminated, you will be entitled to submit a claim to be paid \$150.00. You will not be able to sue the Defendants as part of any other lawsuit about the same legal claims that are the subject of this lawsuit.

14. How do I object to the settlement?

If you believe the settlement is not fair or adequate for the Class, you can submit a written objection. This objection must be filed with the court, by mailing a copy of a written objection to the Clerk of the Court, United States District Court for the Western District of Michigan, Federal Building, 110 Michigan St. NW, Grand Rapids, Michigan 49503, on or before March 9, 2026. You must also serve your written objection upon the attorneys listed above, no later than March 9, 2026. You may, but are not required to, attend the fairness hearing to be held on April 13, 2026 in order to discuss your objection with the Court.

15. What is a Fairness Hearing?

The Court will hold a public hearing to decide whether the settlement is fair and adequate to the Class Members on Monday, April 13, 2026, at 9:30 a.m., in Room 137 of the Federal Building, 410 W. Michigan Ave., Kalamazoo, Michigan 49007. You do not have to attend this

hearing in order to obtain a recovery from the settlement or to discuss your objection to it, if any, but you are welcome to attend this hearing if you wish.

THE LAWYERS REPRESENTING YOU

16. As a Class Member, do I have a lawyer representing my interests in this Class Action?

Yes. The Court has appointed lawyers to represent you and other Class Members. These lawyers are called Class Counsel. The following lawyers are representing the Class:

<p>Theodore J. Westbrook, Esq. Westbrook Law PLLC Centennial Plaza, Suite 205 2851 Charlevoix Dr. SE Grand Rapids, MI 49546 (616) 288-9548</p>
<p>Phillip C. Rogers, Esq. Centennial Plaza, Suite 205 2851 Charlevoix Dr. SE Grand Rapids, MI 49546 (616) 776-1176</p>

17. How will the lawyers be compensated, and will the Class Representatives receive compensation?

The settlement agreement states that, subject to Court approval, Class Counsel will receive up to \$1,500,000.00, paid by Mary Jane M. Elliott, to compensate them for the costs of bringing this action and for attorneys' fees. The Class Representatives will each receive a \$10,000 incentive award for their role in

bringing and maintaining the lawsuit and negotiating the settlement.

18. Should I get my own lawyer?

You do not need to hire your own lawyer, because Class Counsel is working for you. However, you are welcome to hire your own lawyer at your own expense. If you hire a lawyer to speak for you or to appear in Court, your lawyer must file a Notice of Appearance.

GETTING MORE INFORMATION

19. Where do I get more information?

This Notice contains a summary of relevant court papers. Complete copies of public pleadings, Court rulings and other filings are available for review and copying at the Clerk's office. The address is 110 Michigan Street NW, Grand Rapids, MI 49503. You may also contact the settlement administrator via email, info@vanderkoddeclassaction.com, or call (800) 843-3150. More information available on the website www.vanderkoddeclassaction.com

Please do not contact the Court or presiding judge. They cannot answer any questions or discuss the Action.

DATED: January 26, 2026

**BY ORDER OF THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN**

2. PAYMENT ELIGIBILITY INFORMATION

I attest under penalty of perjury that I am the person to whom this Claim Form was mailed and I have not opted out of the Settlement as described in the Notice of Class Action Settlement.

3. CERTIFICATION (REQUIRED)

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was signed by me on the date set forth below.

Signature: _____

Print Name: _____ Date: _____