

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into between Pree Martin f/k/a Pree Jett (“Martin”) on behalf of herself and a class of similarly situated persons (identified and defined below as the “Settlement Class”), and LVNV Funding, LLC (“LVNV”). Martin and LVNV are collectively referred to as the “Parties.”

**WHEREAS**, Martin filed a lawsuit against LVNV in the Circuit Court of St. Louis County, Missouri styled *Martin v. LVNV Funding, LLC.*, Case No. 20SL-CC04219 (the “Lawsuit”);

**WHEREAS**, Martin on behalf of herself and a putative class of similarly-situated persons, alleges that LVNV violated the Missouri Merchandising Practices Act, RSMo. § 407.010 *et seq.* and was unjustly enriched by improperly obtaining default judgments in Missouri lawsuits where Martin and the putative class members were served by persons who had not been lawfully appointed to serve process in the case and dispute the validity of the debts;

**WHEREAS**, LVNV denies and continues to deny the allegations;

**WHEREAS**, while denying all liability and without admitting or conceding fault, liability, the validity of Martin’s claims, or that any Settlement Class Member is entitled to any relief because of LVNV’s conduct, LVNV has agreed to settle the claims that are the subject of the Lawsuit;

**WHEREAS**, the Settlement Class includes approximately 288 persons who LVNV obtained default judgments against in Missouri courts where the person who executed the return of service in the case was not appointed to serve the lawsuit papers;

**WHEREFORE**, the Parties stipulate and agree that the claims of the Settlement Class should be and are hereby compromised and settled, subject to approval by the Court, upon the following terms and conditions:

1. Recitals. The above-described recitals are incorporated as part of this Agreement.
2. For Settlement Only. This Agreement is entered into for purposes of resolving the disputes between LVNV and members of the Settlement Class concerning the claims asserted in the Lawsuit. Assertions, statements, and representations in this Agreement are for settlement purposes only. If the Court does not finally approve this Agreement, the Parties expressly agree that this Agreement is null and void and may not be used by any Party for any reason. In such event, the parties shall be restored to the status quo ante as existed immediately prior to the execution of this agreement.
3. Certification of the Settlement Class. The Parties hereby stipulate to certification of a “Settlement Class” defined as follows: Plaintiff and the 288 persons who were served with process in a Missouri court by a person not appointed by the court as a special process server in a collection lawsuit filed by LVNV and subsequently had a default judgment entered against them in those cases as identified by LVNV in its supplemental answers to interrogatories.
4. Representation of the Settlement Class. Martin will be appointed as the “Class Representative” and attorneys David T. Butsch and Christopher E. Roberts of Butsch Roberts & Associates LLC will be appointed as “Class Counsel.”
5. Confirmatory Discovery: To the extent LVNV can reasonably determine, LVNV will provide to Class Counsel verified data accurately reflecting the name and address of each member of the Settlement Class. LVNV will also provide an affidavit attesting to the authenticity of the data produced.
6. Preliminary Approval. Martin will move for the entry of an order of the Court preliminarily approving this settlement on or before February 11, 2025.
7. The Relief. LVNV will file motions to set aside all judgments entered against the

Settlement Class Members within ten (10) days after the deadline for the Settlement Class Members to opt out or exclude themselves from the settlement and will take all steps necessary to ensure all such judgments are set aside. LVNV will then dismiss each case without prejudice within seven days of each judgment being set aside by the Court. While the Settlement Class Members' alleged debts/cases filed against them are not considered eliminated, discharged or cancelled by this agreement, LVNV agrees to not take any further collection activities related to or concerning the cases/the Settlement Class Members' accounts and agrees to not report these accounts to any credit reporting agency. If a Court refuses to set aside the judgment of a Settlement Class Member, LVNV shall file a satisfaction of judgment with the Court within seven days of said motion being denied.

LVNV shall refund all amounts collected from each Settlement Class Member after the entry of a default judgment, collected either voluntarily or involuntarily (*i.e.* garnishment, levy, etc.). Such amounts to be refunded will be transferred to the Settlement Administrator by LVNV within ten (10) days after the deadline for the Settlement Class Members to opt out or exclude themselves from the settlement. The settlement checks for said refund amounts shall be mailed to Settlement Class Members by the Settlement Administrator. All funds for checks that are not cashed or deposited within 90 days of mailing by the Settlement Administrator shall be paid by the Settlement Administrator in accordance with the escheatment laws of the State of Missouri. If a class notice or settlement check is not able to be delivered or is returned as undeliverable, the Settlement Administrator shall use best practices to locate a new address for the Settlement Class Member. The Settlement Administrator shall search for a new address through the National Change of Address Database or similar tools. The Settlement Administrator shall only be required to locate a new address for the Settlement Class Member after the first time a mailing is returned

as undeliverable.

8. Notice. Within ten (10) days following preliminary approval of the settlement by the Court, notice of the settlement will be issued to the Settlement Class members. The Parties will request that the Court approve a “Notice of Class Action and Proposed Settlement” submitted by the parties, and seek approval to deliver such notice by U.S. mail and/or other means deemed acceptable by the Settlement Administrator. The Settlement Administrator will serve the class notice by U.S. mail and will also establish a dedicated website advising class members of the settlement. The settlement administrator will undertake reasonable efforts using available databases and best practices to obtain mailing addresses for all notices that are returned as undeliverable. The administrator will update addresses through the National Change of Address database. Class members shall be able to obtain information about the case and to opt-out or exclude themselves from the settlement through the dedicated website. Class members will have forty-five (45) days after the notice is first mailed to exclude themselves from or object to the settlement.

9. Incentive Award and Attorneys’ Fees. Class Counsel will apply for an award of \$123,000 in attorneys’ fees and litigation expenses, subject to Court approval. Class Counsel will also request an incentive award for Martin in the amount of \$5,000.00, subject to Court approval. The award and fees will be set forth in the Final Approval Order and Judgment. LVNV will not oppose an award of these amounts.

10. Settlement Administration and Expenses. The Parties shall select a settlement administrator and LVNV shall pay the administrator’s expenses (up to \$2,500.00) in accordance with the Settlement Administrator’s payment terms. The Parties will consult with the administrator to design a notice campaign that satisfies due process. LVNV, to the extent it may reasonably

determine, shall provide the settlement administrator and Class Counsel the names, most recent addresses and case numbers for each member of the Settlement Class. The settlement administrator shall also comply with all notice requirements set forth in this agreement.

11. Final Approval. The preliminary approval order will schedule a date for a Final Approval Hearing, at which the Parties will request that the Court enter a Final Approval Order and Judgment. The fact that the Court may require non-substantive changes in the Final Approval Order and Judgment or this agreement will not invalidate this Agreement or the settlement.

12. Effective Date. If there are no objections to the settlement, the “Effective Date” of this Agreement shall be the five (5) calendar days after the Court has signed the Final Approval Order and Judgment as applied to the Settlement Class and those class members who properly exclude themselves from the settlement. If there are objections to the settlement, the Effective Date shall be five days after all of the following conditions have occurred and been satisfied:

(a) The Court has entered: (i) a final order approving this Settlement Agreement under Missouri Rule of Civil Procedure 52.08; and (ii) a final judgment granting the relief described in this Settlement Agreement; and

(b) The time for appeal or to seek permission to appeal from the Court’s approval of this Settlement Agreement and entry of final judgment described in subsection (a) of this paragraph has expired or, if appealed, approval of this Settlement Agreement and any final judgment have been affirmed by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

13. Payments. On the Effective Date, the settlement administrator shall distribute the Settlement Class payments, attorneys’ fees and costs and incentive award approved by the Court in the Final Approval Order and Judgment to the Settlement Administrator. The Settlement

Administrator shall distribute the attorneys' fees and costs and incentive award in accordance with the direction of Class Counsel.

14. Releases. Upon the Effective Date each Settlement Class Member who does not timely exclude themselves from the Settlement Class or timely object to the settlement, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharge LVNV from all claims arising under the Missouri Merchandising Practices Act RSMo. § 407.010 *et seq.*, for unjust enrichment and for any other legal cause of action relating to or arising from LVNVs use of process servers not duly appointed by a court to serve process in those cases as identified in LVNV's supplemental interrogatory answers.

15. Agreement Contingent Upon Entry of Final Approval. This Agreement is contingent upon the Court's entry of an order granting final approval to the terms of this Agreement. If the Court refuses to grant final approval of the terms of the Agreement set forth herein, or if the Court's Final Approval Order and Judgment is reversed or substantially modified on appeal, then this Agreement shall be null and void, and no stipulation, representation, or assertion of fact made in this Agreement may be used against any Party. Neither Martin nor LVNV, absent any substantive change to this Agreement by the Court, shall appeal any part of the approval of this Settlement Agreement by the Court.

16. Notices. Requests for exclusion, objections to the settlement, and all other notices regarding the settlement shall be delivered to the Settlement Administrator.

17. Court Submission. Class Counsel and LVNVs counsel will submit this Agreement, along with such other supporting papers as may be appropriate, to the Court for preliminary approval. If the Court declines to grant preliminary approval of the settlement and to order issuance of notice of settlement to the proposed Settlement Class, or if the Court declines to grant final

approval to the foregoing after such notice and hearing, this Agreement will terminate as soon as the Court (or reviewing court if appealed) enters an order unconditionally and finally adjudicating that this Agreement and settlement will not be approved. In that event, the Parties shall be restored to the *status quo ante* as existed immediately prior to the execution of this agreement.

18. Integration Clause. This Agreement contains the full, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and supersedes any prior writings or agreements (written or oral) between or among the Parties, which prior agreements may no longer be relied upon for any purpose. This Agreement shall not be orally modified in any respect and can be modified only by the written agreement of the Parties supported by adequate consideration as confirmed in writing.

19. Headings. Headings contained in this Agreement are for convenience of reference only and are not intended to alter or vary the construction and meaning of this Agreement.

20. Warranties. The Parties each further represent, warrant, and agree that, in executing this Agreement, they do so with full knowledge of any and all rights they may have with respect to the claims released in this Agreement, and that they have received independent legal counsel from their attorneys with regard to the facts involved and the controversy herein compromised and with regard to their rights arising out of such facts. Each of the individuals executing this Agreement warrants that he or she has the authority to enter into this Agreement and to legally bind the Party for which he or she is signing.

21. Governing Law. The contractual terms of this Agreement shall be interpreted and enforced in accordance with the substantive law of the State of Missouri, without regard to its conflict of laws or choice of laws provisions. All suits to enforce this agreement shall be brought in The Circuit Court of St. Louis County, Missouri.

22. Mutual Interpretation. The Parties agree and stipulate that the settlement was negotiated on an “arm’s-length” basis between parties of equal bargaining power. The Agreement has been drafted jointly by Class Counsel and LVNV’s counsel. Accordingly, this Agreement is not one of adhesion, is mutually created, and no ambiguity shall be construed in favor of or against any of the Parties.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Electronically scanned signatures are acceptable for the execution of this Agreement.

24. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions if the Parties and their counsel mutually elect by written stipulation to be filed with the Court within 20 days to proceed as if such invalid, illegal, or unenforceable provisions had never been included in this Agreement.

25. Continuing Jurisdiction. Without affecting the finality of the final judgment, the Court shall retain continuing jurisdiction to enforce the terms of this Agreement and to adjudicate any controversies related thereto. Any dispute or controversies arising with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented by motion to the Court.



Dated: 3/13/2025

Signed by:  
  
F3A1D39C31AA4E2

Pree Martin, individually and for the Settlement  
Class

Dated: March 14, 2025

LVNV Funding, LLC

By: Katie Alkinburgh

Katie Alkinburgh  
(print name)

Title  
Authorized Representative