

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY  
STATE OF MISSOURI**

PREE MARTIN, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

LVNV FUNDING. LLC

Defendant.

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Case Number 20SL-CC04219

Division 1

**FILED**

**MAR 18 2025**

**JOAN M. GILMER**  
CIRCUIT CLERK, ST LOUIS COUNTY

**ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter came before the Court pursuant to Missouri Supreme Court Rule 52.08 for preliminary approval of a proposed class action settlement.

Plaintiff Pree Martin ("Plaintiff") is represented by David T. Butsch and Christopher E. Roberts of Butsch Roberts & Associates LLC. Defendant LVNV Funding, LLC is represented by Katie Battisti, Alexander Oakes, and Jay Morris of Gordon Rees Scully Mansukhani, LLP.

The Court has reviewed and considered all of the files, records, pleadings, submissions in connection with the motion preliminary approval, the arguments of counsel, the Settlement Agreement, and the proposed notice, and, having also presided over a pre-trial and settlement conference, grants Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

IT IS HEREBY ORDERED, pursuant to Missouri Supreme Court Rule 52.08 of Missouri Rules of Civil Procedure that:

1. The agreements, terms, and conditions of the parties' settlement agreement are preliminarily approved pending a final hearing on the settlement as provided herein.
2. The Court previously granted Plaintiff's Motion for Class Certification. Now, for purposes of settlement, the Court hereby certifies the following class, pursuant to Missouri

Supreme Court Rule 52.08, 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.

3. The foregoing is the “Settlement Class,” and its members are “Settlement Class Members.”

4. The Court finds, and the parties do not dispute, that there are a sufficient number of Class Members to satisfy the numerosity requirement of Missouri Supreme Court Rule 52.08.

5. The Court finds, and the parties do not dispute, that there are questions of law and fact common to all Class Members. Here, the common factual and legal issues arise from whether default judgments were properly obtained when returns of service that were filed with Missouri courts were signed by special process servers who were not appointed to serve process.

6. The Court finds, and the parties do not dispute, that Plaintiff’s claims are typical of the claims of the members of the Settlement Class. Plaintiff is a member of the Settlement Class and alleges that the same conduct of Defendant, namely obtaining default judgments in Missouri courts based on returns of service that were signed by special process servers who were not appointed to serve process, adversely impacted her and the members of the Settlement Class. Defendant disputes these allegations.

7. The Court finds, and the parties do not dispute, that Plaintiff’s claims are not in conflict with, or antagonistic to, the claims of the Settlement Class Members as a whole. The claims of Plaintiff and other members of the Settlement Class are based upon corresponding theories.

8. The Court finds, and the parties do not dispute, that Plaintiff Pree Martin is fair and adequate to serve as the Class Representatives, and that Christopher E. Roberts and David T.

Butsch of Butsch Roberts & Associates LLC can fairly and adequately represent the interests of the Settlement Class Members. Christopher E. Roberts and David T. Butsch are appointed as Class Counsel for the Settlement Class.

9. The Court finds, and the parties do not dispute, that questions of law and fact common to all members of the Settlement Class predominate over any questions affecting on individual members for settlement purposes. A class for settlement purposes is superior to other available methods for the fair and efficient adjudication of this controversy.

10. If for any reason the Agreement ultimately does not become effective, this Order certifying a class shall be vacated and the parties shall return to their respective positions in this lawsuit as those positions existed immediately before entering into the settlement. Nothing stated in the Settlement Agreement and in this Order shall be deemed an admission or waiver of any kind by any of the parties or used as evidence against, or over the objection of, any of the parties for any purpose in this action or in any other action or proceeding of any kind.

11. Having reviewed the proposed Notice of Proposed Class Action Settlement the Court hereby approves such Notice and directs that Atticus Administration LLC ("Settlement Administrator"), consistent with the terms of the Settlement Agreement, shall cause the class notice to be delivered to Settlement Class Members by First Class Mail, based on address information gathered from business records of Defendant, reverse address lookup and subsequent search of each name and address in the National Change of Address database. The Settlement Administrator shall also create a website that includes the notice and other court documents. The class notice must be sent to the Settlement Class Members within 21 days of this Order.

12. The Court finds and determines that notice by First Class Mail given to Settlement Class Members, in accordance with the Settlement Agreement herein constitutes the best notice

practicable under the circumstances taking into account the nature of the claims and facts presented; that it constitutes due and sufficient notice of the proposed settlement and the matters set forth in said notice to all persons entitled to receive notice; and that it fully satisfies the requirements of due process and of Missouri Supreme Court Rule 52.08.

13. A hearing will be held in Division 1 of the Circuit Court of St. Louis County, Missouri, 105 S. Central Avenue, Clayton, Missouri 63105 on June 10, 2025, at 8:30 a.m. (“Final Approval Hearing”), to determine: (a) whether the settlement agreement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (b) whether a final judgment should be entered in favor of the claims of Plaintiff and the Class Members; and, (c) whether to approve, with or without modification, the requested incentive award and of attorney’s fees. Class members shall have until May 23, 2025, to object to the settlement or to exclude themselves from the settlement.

14. Within 30 days of the entry of this Order, Class Counsel shall cause an affidavit to be filed with the Court certifying that notice has been sent to the Settlement Class, as directed in this Order.

15. Any Settlement Class Member who wishes to object to the settlement, or wishes to appear at the Final Approval Hearing and show cause, if any, why the same should not be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class, or why a final judgment should not be entered must send their objections to the Settlement Administrator via mail or electronically by May 23, 2025. Any person who fails to object in the manner and by the date required shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding.

16. Any Settlement Class Member who wishes to exclude themselves from the

settlement must send their request to be excluded from the settlement to the Settlement Administrator via mail or electronically by May 23, 2025.

17. From the date of entry of this Order until the Court holds the Final Settlement Hearing all Class Members (except those who have served a timely exclusion from the settlement) shall be barred from asserting against any claims that are being released in accordance with the Settlement Agreement if the Court approves the settlement.

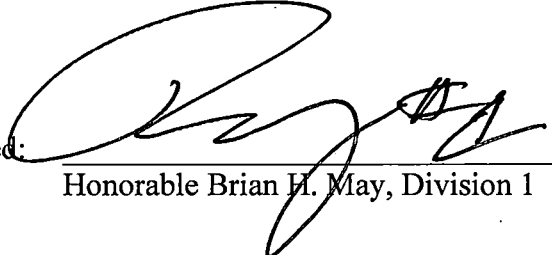
18. Upon the entry of judgment after the Final Approval Hearing, Plaintiff and all Settlement Class Members (except those who have served a timely exclusion from the settlement) shall be forever barred from asserting against any claims that are being released in accordance with the Settlement Agreement.

19. Following the entry of final judgment after the Final Settlement Hearing, and upon the date that the settlement becomes Final and Effective within the meaning of those terms in the Agreement, which will occur after the date upon which the judgment in this action becomes not subject to further appeal or review, only Settlement Class Members who have not requested exclusion, shall be entitled to a settlement payment as detailed in the settlement agreement.

20. The parties entered into the settlement solely for the purpose of compromising and settling disputed claims. Defendant has at all times denied, and continue to deny, any allegation of wrongful act or omission alleged by Plaintiff in this action and any liability of any sort to Plaintiff or any of the Settlement Class Members.

21. The parties agree to take all reasonable steps necessary to complete this settlement.

So Ordered:

  
Honorable Brian H. May, Division 1

Date:

3/18/25