

IT IS HEREBY ORDERED:

This Court has jurisdiction over the subject matter of the Lawsuit and over all settling parties hereto. *See, e.g., Liu v. Radius Global Sols., LLC*, No. 12 C 2895, 2021 WL 4167585 (N.D. Ill. Sep. 14, 2021); *Thomas v. Unifin, Inc.*, No. 21-3037, 2021 WL 3709184 (N.D. Ill. Aug. 20, 2021); *Kelleher v. Northstar Location Servs.*, No. 21-3389, 2021 WL 3709183 (N.D. Ill. Aug. 20, 2021).

In compliance with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Defendant will cause to be served written notice of the proposed class settlement on the United States Attorney General and the Attorneys General of each state in which any Class Member resides.

Pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, the Lawsuit is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following class (hereinafter referred to as the “Class Members”) with respect to the claims asserted in the Lawsuit:

All persons (a) with an Indiana address, (b) to which InvestiNet, LLC sent, or caused to be sent, a written debt collection communication, (c) in connection with the collection of a consumer debt, (d) from June 9, 2020 through June 8, 2021, (e) that was printed or mailed by CompuMail, Inc.

Defendant has identified a total of approximately 9,400 potential Class Members.

Pursuant to Fed. R. Civ. P. 23, the Court appoints Alex Cooper as the Class Representative. The Court also appoints Michael L. Greenwald of Greenwald Davidson Radbil PLLC as Class Counsel. *See, e.g., Macy v. GC Servs. Lt'd P'ship*, No. 3:15-cv-819-DJH-CHL, 2020 WL 3053469, at *4 (W.D. Ky. May 28, 2020) (appointing Greenwald Davidson Radbil PLLC as Class Counsel); *Sheean v. Convergent Outsourcing, Inc.*, No. 18-11532, 2019 WL 6039921, at *2 (E.D. Mich. Nov. 14, 2019) (same); *Johnson v. Navient Sols., Inc.*, 315 F.R.D. 501 (S.D. Ind. 2016)

(McKinney, J.) (same).

The Court preliminarily finds that the settlement of the Lawsuit, on the terms and conditions set forth in the Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Class Members, especially in light of (1) the strength of Plaintiff's case compared to the terms of the proposed settlement; (2) the likely complexity, length and expense of continued litigation; (3) the opinion of competent counsel; and (4) the stage of the proceedings and the discovery completed).

A third-party administrator acceptable to the parties will administer the settlement and notification to Class Members. The Class Administrator will be responsible for mailing the approved class action notice and settlement checks to the Class Members. Defendant will pay all costs of notice and administration separate and apart from the Settlement Fund. Upon the recommendation of the parties, the Court appoints the following administrator: Class-settlement.com.

The Court approves the form and substance of the postcard notice of the class action settlement and accompanying claim form, attached to the Agreement as Exhibit C, and the website notice attached to the Agreement as Exhibit D. The proposed form and method for notifying the Class Members of the settlement and its terms and conditions meet the requirements of Rule 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. *See Decohen v. Abbasi, LLC*, 299 F.R.D. 469, 479 (D. Md. 2014) (“Under the circumstances of this case, when all class members are known in advance, the Court finds that the method of direct mail notice to each class member’s last known address—and a second notice if the first was returned as

undeliverable—was the best practicable notice.”).

The Court finds that the proposed notice is clearly designed to advise the Class Members of their rights. In accordance with the Agreement, the Class Administrator will mail the notice to the Class Members as expeditiously as possible, but in no event later than 21 days after the Court’s entry of this order, *i.e.*, **no later than December 27, 2021**. The Class Administrator will confirm, and if necessary, update the addresses for the Class Members through standard methodology that the Class Administrator currently uses to update addresses.

Any Class Member who desires to receive monies from the Settlement Fund must submit a claim form with a postmark date no later than 60 days after the Court’s entry of this order, *i.e.*, **no later than February 4, 2022**.

Any Class Member who desires to be excluded from the Class must send a written request for exclusion to the Class Administrator with a postmark date no later than 60 days after the Court’s entry of this order, *i.e.*, **no later than February 4, 2022**. To be effective, the written request for exclusion must state the Class Member’s full name, address, telephone number, and email address (if available), along with a statement that the Class Member wishes to be excluded, and must be signed by the Class Member. Any Class Member who submits a valid and timely request for exclusion will not be bound by the terms of the Agreement. Any Class Member who fails to submit a valid and timely request for exclusion will be bound by the terms of the Agreement.

Any Class Member who intends to object to the fairness of this settlement must file a written objection with the Court within 60 days after the Court’s entry of this order, *i.e.*, **no later than February 4, 2022**. Further, any such Class Member must, within the same

time period, provide a copy of the written objection to Class Counsel, attention: Michael L. Greenwald, Greenwald Davidson Radbil PLLC, 7601 N. Federal Hwy., Suite A-230, Boca Raton, FL 33487; and Counsel for Defendant, Michael S. Poncin, Moss & Barnet, 150 South Fifth Street, Suite 1200, Minneapolis, MN 55402.

To be effective, a notice of intent to object to the Settlement must:

- (a) Contain a heading which includes the name of the case and case number;
- (b) Provide the name, address, telephone number, and email address (if available) of the Class Member filing the objection;
- (c) Be filed with the Clerk of the Court no later than 60 days after entry of this order;
- (d) Attach documents establishing, or provide information sufficient to allow the Parties to confirm, that the objector is a Class Member;
- (e) Be sent to Class Counsel and counsel for Defendant at the addresses above by first-class mail, postmarked no later than 60 days after the entry of this order;
- (f) Contain the name, address, bar number, and telephone number of the objecting Class Member's counsel, if represented by an attorney. If the Class Member is represented by an attorney, he/she must comply with all applicable laws and rules for filing pleadings and documents in the U.S. District Court for the Southern District of Indiana; and
- (g) State whether the objector intends to appear at the settlement approval hearing on his or her own behalf or through counsel.

Any Class Member who has timely filed an objection and notified the Court of her or his intent to speak at the settlement approval hearing may appear at the settlement approval hearing, in person or by counsel, to be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness and adequacy of the proposed settlement, and on the

application for an award of attorneys' fees and costs. Any objection that includes a request for exclusion will be treated as an exclusion.

If the Court grants final approval of the settlement, the Class Administrator will mail a settlement check to each Participating Class Member. Each Participating Class Member will receive a pro-rata portion of the \$18,800 Settlement Fund.

The Court will conduct a hearing ("Final Fairness Hearing") on **April 14, 2022 at 2:30 p.m.**, in Room 344, United States District Court for the Southern District of Indiana, Birch Bayh Federal Building & U.S. Courthouse, 46 East Ohio Street, Indianapolis, IN 46204, to review and rule upon the following issues:

- A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Rule 23;
- B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Class Members and should be approved by the Court;
- C. Whether a Final Order and Judgment, as provided under the Agreement, should be entered, dismissing the Lawsuit with prejudice and releasing the Released Claims against the Released Parties; and
- D. To discuss and review other issues as the Court deems appropriate.

Attendance by Class Members at the Final Fairness Hearing is not necessary. Class Members need not appear at the hearing or take any other action to indicate their approval of the proposed class action settlement. Class Members wishing to be heard are, however, required to appear at the Final Fairness Hearing. The Final Fairness Hearing may be postponed, adjourned, transferred, or continued without further notice to the Class Members.

Memoranda in support of any petitions for attorneys' fees and reimbursement of costs and expenses by Class Counsel must be filed with the Court no later than 30 days after entry of this order, *i.e.*, **no later than January 5, 2022**. Memoranda in support of the proposed settlement must be filed with the Court no later than 28 days before the Final Fairness Hearing, *i.e.*, **no later than March 17, 2022**. Opposition briefs to any of the foregoing must be filed no later than 14 days before the Final Fairness Hearing, *i.e.*, **no later than March 31, 2022**. Reply memoranda in support of the foregoing must be filed with the Court no later than 7 days before the Final Fairness Hearing, *i.e.*, **no later than April 7, 2022**.

This Order will be null and void if either of the Parties terminates the Agreement for any of the following reasons:

- A. Any specified material condition to the settlement set forth in the Agreement is not satisfied, and the satisfaction of such condition is not waived in writing by the Parties;
- B. The Court rejects any material component of the Agreement, including any amendment thereto approved by the Parties; or
- C. The Court approves the Agreement, including any amendment thereto approved by the Parties, but such approval is reversed on appeal and such reversal becomes final by lapse of time or otherwise.

The events described above, however, provide grounds for terminating the Agreement only after the Parties have attempted and completed good faith negotiations to salvage the settlement but were unable to do so.

If the Agreement and/or this Order are voided, then the Agreement will be of no force and effect and the Parties' rights and defenses will be restored, without prejudice, to their respective positions as if the Agreement had never been executed and this Order never entered.

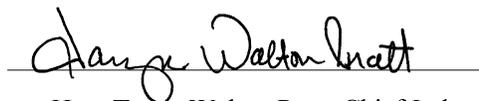
The Court retains continuing and exclusive jurisdiction over the action to consider all further matters arising out of or connected with the settlement, including the administration and enforcement of the Agreement.

The Court sets the following schedule:

<u>Date</u>	<u>Event</u>
12/6/2021	Preliminary Approval Order Entered
12/27/2021	Notice Sent (21 days after entry of Preliminary Approval Order)
1/5/2022	Deadline to file Attorneys' Fees Petition (30 days after entry of Preliminary Approval Order)
2/4/2022	Deadline to Submit Claim, Send Exclusion or File Objection (60 days after entry of Preliminary Approval Order)
3/31/2022	Opposition to Motion for Final Approval and Attorneys' Fees Petition Due (14 days before Final Fairness Hearing)
4/7/2022	Reply in support of Motion for Final Approval and Attorneys' Fees Petition Due (7 days before Final Fairness Hearing)
4/14/2022	Final Fairness Hearing Held

IT IS SO ORDERED.

Date: 12/6/2021



Hon. Tanya Walton Pratt, Chief Judge
United States District Court
Southern District of Indiana

Distribution to all electronically
registered counsel of record via
CM/ECF