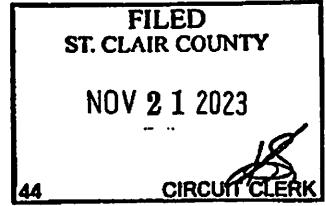


**IN THE CIRCUIT COURT OF ST. CLAIR COUNTY  
STATE OF ILLINOIS**

MACKENZIE HISE f/k/a )  
MACKENZIE BROWN, individually, and on )  
behalf of all others similarly situated, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ENHANCED RECOVERY COMPANY, LLC, )  
 )  
Defendant. )

Case No. 21-L-0148



**ORDER AND FINAL JUDGMENT GRANTING FINAL APPROVAL TO CLASS  
ACTION SETTLEMENT**

The claims of the Representative Plaintiff, MacKenzie Hise formerly known as MacKenzie Brown, (the “Representative Plaintiff”) against the Defendant, Enhanced Recovery Company, LLC, (“ERC” or the “Defendant”), have been settled, individually and on behalf of a class of persons with Illinois addresses to whom ERC sent certain collection letters, pursuant to the Stipulation and Settlement Agreement signed by the Parties in May 2023 (the “Settlement”). On August 4, 2023, the Court granted preliminary approval of the proposed class action settlement set forth in the Settlement and preliminarily certified the Settlement Class for settlement purposes.

On November 21, 2023, the Court held a duly noticed final approval hearing to consider: (1) whether the terms and conditions of the Settlement are fair, reasonable and adequate; (2) whether judgment should be entered for the claims of the Representative Plaintiff, including the claims of Class Members who have not requested exclusion from the Settlement Class; and (3) whether, and in what amount, to award attorneys’ fees and expenses to Class Counsel and a service award to the Representative Plaintiff.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED and DECREED that:

1. The terms and conditions of the Settlement, which were attached to the motion for preliminary approval filed with the Court, are hereby incorporated as though fully set forth in this Judgment, and unless otherwise indicated, capitalized terms in this Judgment shall have the meanings attributed to them in the Settlement.

2. The Court has personal jurisdiction over the Representative Plaintiff, the Defendant, and Class Members. Venue is proper and the Court has subject matter jurisdiction to approve the Settlement including all exhibits thereto, and the Court has jurisdiction to enter this Judgment. Without in any way affecting the finality of this Judgment, the Court retains jurisdiction as to all matters relating to administration, consummation, enforcement, construction, and interpretation of the Settlement and of this Judgment. Further, the Court retains jurisdiction to protect, preserve, and implement the Settlement, including, but not limited to, enforcement of the releases contained in the Settlement, and to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement.

3. The Settlement was negotiated at arm's length, by experienced counsel who were fully informed of the facts and circumstances of this Action and of the strengths and weaknesses of their respective positions. The Settlement was reached after the Parties had engaged in extensive litigation, extensive discovery and after mediating the case with Retired Magistrate Judge Stephen Williams. Counsel for the Parties were, therefore, well positioned to evaluate the benefits of the Settlement, considering the risks and uncertainties of continued litigation, the time and expense that would be necessary to prosecute the Action through class certification, trial and any appeals that might be taken, and the likelihood of success.

4. The Court finds that the prerequisites for a class action under 735 ILCS 5/2-801 have been satisfied, for settlement purposes, in that: (a) the number of Class Members is so

numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class, which common questions predominate over any questions affecting only individual members; (c) the Representative Plaintiff and Class Counsel have, and will continue to, fairly and adequately represented the interests of the Settlement Class for purposes of the Settlement; and (d) a class action is an appropriate method for the fair and efficient adjudication of the controversy. Accordingly, and pursuant to 735 ILCS 5/2-801, this Court hereby finally certifies the Settlement Class.

5. Pursuant to 735 ILCS 5/2-801, the Court hereby finally certifies the Settlement Class for settlement purposes only, as identified in the Settlement, defined as follows:

All individuals from February 15, 2020, through August 4, 2023, to whom ERC sent a collection letter in which ERC made an offer of settlement and stated the residual balance would remain with the creditor. The class is limited to only letters sent by ERC to an Illinois address and which were not returned as undeliverable.

6. Pursuant to 735 ILCS 5/2-801 the Court appoints David T. Butsch and Christopher E. Roberts of Butsch Roberts & Associates LLC as Class Counsel for the Settlement Class.

7. The Court also designates Representative Plaintiff MacKenzie Hise as the representative of the Settlement Class.

8. The Court makes the following findings with respect to Class Notice to the Settlement Class:

a. The Court finds that the Class Notice, the establishment of an automated toll-free, interactive, voice response phone system, and the Settlement website, all as provided for in the Settlement and the Preliminary Approval Order, (i) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the Settlement, their right to object or to exclude themselves from the Settlement, and their right to appear at the Final Approval Hearing; (ii) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to be provided with notice; and (iii) complied fully with all legal requirements, including the requirements of 735 ILCS 5/2-801, the United States Constitution, the Rules of this Court, and any other applicable law.

b. Class Counsel has filed with the Court an affidavit from Atticus Administration LLC Administration, the independent third-party Administrator for the Settlement, establishing that the Class Notice was mailed to Class Members on August 11, 2023, the Settlement website was established on August 11, 2023, and the telephone line available for Class Members to call was available beginning August 11, 2023. Adequate notice was given to the Settlement Class in compliance with the Settlement Agreement and the Preliminary Approval Order.

9. Persons who wished to be excluded from the Settlement Class were provided an opportunity to request exclusion. The Court finds that the individual interests of the persons who timely sought exclusion from the Settlement Class are preserved and that no person was precluded from being excluded from the Settlement Class if desired. Those persons who timely and properly excluded themselves from the Settlement Class are Velu Subramani and Ignacio Ramos. These persons are excluded from the settlement.

10. No objections to the Settlement were filed.

11. Class Members, who did not timely file and serve an objection in writing to the Settlement, to the entry of this Judgment, to Class Counsel's application for fees, costs, and expenses, or to the service awards to the Representative Plaintiff, in accordance with the procedure set forth in the Class Notice and mandated in the Preliminary Approval Order, are deemed to have waived any such objection through any appeal, collateral attack, or otherwise.

12. The terms and provisions of the Settlement, including all Exhibits, have been entered into in good faith and, pursuant to 735 ILCS 5/2-801, are hereby fully and finally approved as fair, reasonable, adequate as to, and in the best interests of, Class Members. The Court hereby enters judgment approving and adopting the Settlement.

13. Pursuant to 735 ILCS 5/2-801, the Court hereby awards Class Counsel attorneys' fees and reasonable litigation expenses in the total amount of One Hundred Fifty Thousand dollars (\$150,000.00), payable by the Defendant pursuant to the terms of the Settlement. The Court also awards a service award in the amount of \$8,000.00 to the Representative Plaintiff. Said amounts,

and the amounts payable to the class members who the Settlement Administrator determines to have made valid claims, shall be payable by the Defendant pursuant to the terms of the Settlement.

14. The terms of the Settlement, including all Exhibits thereto, and of this Judgment, shall be forever binding on, and shall have *res judicata* and preclusive effect in and on, all Released Claims by the Representative Plaintiff and each Class Member, who did not timely and properly exclude itself, himself or herself from the Settlement Class.

15. The Releases set forth in Section 14 of the Settlement are incorporated herein, in all respects, and are effective as of the entry of this Judgment. The Released Parties are forever released, relinquished, and discharged by the Releasing Parties, including all Class Members who did not timely exclude themselves from the Settlement Class, from all Released Claims (as that term is defined below and in the Settlement).

16. Neither the Settlement, the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Judgment, nor any of its terms and provisions, nor any pleadings, motions, or other document related in any way to the Settlement shall be deemed an admission of liability on the part of any of the Released Parties, nor admissible as evidence of liability against any of the Released Parties in any other proceeding.

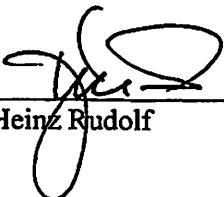
17. This Judgment and the Settlement (including the Exhibits thereto) may be filed in any action against, or by, any Released Person in order to support any argument, defense or counterclaim, including, without limitation, those based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

18. The Parties are hereby directed to implement and consummate the Settlement, according to its terms and provisions, as may be modified by Orders of this Court. Without further

order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement.

19. Upon completion of all the terms of the Settlement, Plaintiff shall file a satisfaction of judgment.

20. The Court hereby enters Final Judgment, as described herein, and expressly determines that there is no just reason for delay. Without impacting the finality of this Judgment, the Court shall retain jurisdiction over the construction, interpretation, consummation, implementation, and enforcement of the Settlement and this Judgment, including jurisdiction to enter such further orders as may be necessary or appropriate.

So Ordered:   
Hon. Heinz Rudolf

Date: 11/21/22