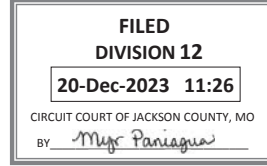


**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI  
AT INDEPENDENCE**

REBECCA M. BATCHELLER, *on behalf of* )  
*herself and all others similarly situated,* )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
WAKEFIELD & ASSOCIATES, INC., )  
 )  
Defendant. )

Case No. 2116-CV24281



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

The claims of Plaintiff Rebecca M. Batcheller (“Class Representative”) against Defendant Wakefield & Associates, Inc. (“Defendant” or “Wakefield”) have been settled, individually and on behalf of a class of all others similarly situated, pursuant to the Class Action Settlement Agreement and Release signed by the Parties in October 2023 (the “Agreement”). On November 1, 2023, the Court granted preliminary approval of the proposed class action settlement set forth in the Agreement (the “Settlement”) and provisionally certified the Settlement Class for settlement purposes only.

On December 19, 2023, the Court held a duly noticed final approval hearing to consider: (1) whether the terms and conditions of the Agreement are fair, reasonable, and adequate; (2) whether judgment should be entered dismissing the Class Representative’s claims on the merits and with prejudice, including the claims of Settlement 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 an incentive award to the Class Representative.

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

1. The terms and conditions of the Agreement, which were attached to the Motion for Preliminary Approval of Class Action Settlement filed with the Court on October 30, 2023, are hereby incorporated as though fully set forth in this Judgment, and unless otherwise noted, capitalized terms in this Judgment shall have the meanings attributed to them in the Agreement.

2. The Court has personal jurisdiction over the Class Representative, the Defendant, and Settlement Class Members. Venue is proper and the Court has subject matter jurisdiction to approve the Agreement, 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 the administration, consummation, enforcement, construction, and interpretation of the Agreement and of this Judgment. Further, the Court retains jurisdiction to protect, preserve, and implement the Agreement, including, but not limited to, enforcement of the releases contained in the Agreement, and to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Agreement.

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 engaged in extensive settlement negotiations and formal mediation. 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 Missouri Rule of Civil Procedure 52.08 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 predominate over any questions affecting only individual members; (c) the Class Representative's claims are typical of those of the Settlement Class in that Class Representative is a member of the class and possesses the same interest and suffered the same injury as the Settlement Class Members; (d) the Class Representative and Class Counsel have, and will continue to, fairly and adequately represent the interests of the Settlement Class for purposes of the Settlement; and (e) a class action is an appropriate and superior method for the fair and efficient adjudication of the controversy.

5. Accordingly, and pursuant to Missouri Rule of Civil Procedure 52.08, the Court hereby certifies a Settlement Class, as identified in the Agreement, defined as follows:

All persons named as defendants in debt collection actions filed by Wakefield between November 5, 2016 and August 27, 2020, in which an affidavit of assignment from the original creditor was notarized by Deanne M. Pollock. Plaintiff alleged the above conduct violated the version of Missouri's Notary Act in effect prior to August 28, 2020, including Mo. Rev. Stat. §§ 486.355 and 486.360, the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.010, et seq., and constituted common law fraud.

Excluded from the Class are persons: (1) whose debts were previously remedied by Wakefield in which the underlying judgment was satisfied, the consumer paid no money, and the account was returned to the original creditor; and/or (2) who filed for bankruptcy after the date their debt collection lawsuit was filed by Wakefield and whose bankruptcy ended in discharge rather than dismissal.

6. Pursuant to Missouri Rule of Civil Procedure 52.08, the Court appoints Timothy J. Wolf, Tyler J. Hamiton, Michael L. Belancio, and the law firm of Watters Wolf Bub & Hansmann LLC, as Class Counsel for the Settlement Class.

7. The Court also designates Class Representative Rebecca M. Batcheller 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 Notice of Class Action Settlement mailed to the Settlement Class Members, the establishment of a toll-free phone system, e-mail address, and the Settlement Website, all as provided for in the Agreement and the Preliminary Approval Order, (i) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the Settlement, their right to object or to exclude themselves from the Settlement, and their right to appear at the Fairness 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 Missouri Rule of Civil Procedure 52.08, the United States Constitution, the Rules of this Court, and any other applicable law.
- b. Class Counsel has filed with the Court a declaration from Atticus Administration, LLC, the independent third-party Settlement Administrator, establishing that the Notices of Class Action Settlement were mailed to Class Members on November 15, 2023, and the Settlement website and telephone line available for Class Members to call was established on or near November 14, 2023. Adequate notice was given to the Settlement Class in compliance with the Agreement and the Preliminary Approval Order.

9. Persons who wished to be excluded from the Settlement Class were provided an opportunity to request exclusion as described in the Notice of Class Action Settlement and on the Settlement website. The Court finds that no persons timely and properly excluded themselves from the Settlement Class.

10. The Parties have complied with all notice obligations in connection with the proposed Settlement.

11. The Court further finds that no objections to the proposed Settlement were timely and properly filed.

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

13. The terms and provisions of the Agreement, including all Exhibits thereto, have been entered into in good faith and, pursuant to Missouri Rule of Civil Procedure 52.08, are hereby fully and finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court hereby enters judgment approving and adopting the Settlement and the Agreement, fully and finally terminating the Released Claims of the Releasers in this Action against the Released Persons, on the merits.

14. The Court hereby awards Class Counsel attorneys' fees and reasonable litigation expenses in the total amount of \$620,000.00, payable by Defendant pursuant to the terms of the Agreement. The Court also awards an incentive award in the amount of \$25,000.00 to the Class Representative, payable by Defendant pursuant to the terms of the Agreement. The Defendant shall not be responsible for and shall not be liable with respect to the allocation among Class Counsel or any other person who may assert a claim thereto of attorneys' fees and expenses awarded by the Court.

15. The terms of the Agreement, 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 Releasers, including Class Representative and each Settlement Class Member who did not timely and properly exclude himself or herself from the Settlement Class as well as each of their respective heirs, beneficiaries, administrators, successors, assigns, and all other Releasers.

16. The Released Claims set forth in Paragraphs 1.20 and 5 of the Agreement are incorporated herein, in all respects, and are effective as of the entry of this judgment. The Released Persons are forever released, relinquished, and discharged by the Releasers, including all Class Members who did not timely exclude themselves from the Settlement Class, from all Released Claims.

17. If the Effective Date does not occur, this judgment shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void, and Defendant shall retain the right to object to the maintenance of the Action as a class action and to contest the Action on any ground.

18. This Judgment and the Agreement, 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 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.

19. The Releasers have released the Released Claims as against the Released Persons and are, from this day forward, hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, maintaining, or participating in (as parties, class members or otherwise), any new or existing action or proceeding, before any court or tribunal, regarding any Released Claims against any Released Persons, and from organizing any Class Members into a separate class for purposes of pursuing, as a purported class action, any lawsuit regarding any Released Claims against any Released Persons. Any person in violation of this injunction may be subject to sanctions, including payment of reasonable attorneys' fees incurred in seeking enforcement of the injunction.

20. The Released Claims of Class Representative, individually, and on behalf of the Settlement Class, are hereby settled, compromised, and dismissed on the merits, and with prejudice, against the Defendant without fees (including attorneys' fees) or costs to any party except as otherwise provided in this Judgment.

21. 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. Pursuant to the terms of the Agreement, Wakefield is ordered to deliver the settlement funds into a qualified settlement fund established by the Settlement Administrator within seven (7) days after the date of entry of this Final Approval Order. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement as may be modified by the Preliminary Approval Order or this Judgment.

22. The Court hereby enters Final Judgment, as described herein, and expressly determines that there is no just reason for delay.

23. This Action is hereby **DISMISSED WITH PREJUDICE**.

24. Without impacting the finality of this Judgment, the Court shall retain jurisdiction over the construction, interpretation, consummation, implementation, and enforcement of the Agreement and this Judgment, including jurisdiction to enter such further orders as may be necessary or appropriate.

**IT IS SO ORDERED**

Date: 19-Dec-2023

  
— *Jennifer M. Phillips* —  
Judge Jennifer M. Phillips  
Division 12

CERTIFICATE OF MAILING

It is hereby certified that a copy of the forgoing was sent via the E-Filing System on  
20-Dec-2023, to all attorneys of record.

*Myr Paniagua*

\_\_\_\_\_  
Law Clerk