

United States District Court
Northern District of California

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

ELETTRA MEEKS, JOSEPH DELACRUZ,
STEPHANIE LAGUNA, AMBER LEONARD,
and BECKY WITT, *on behalf of themselves and
others similarly situated,*

Plaintiffs,

v.

CONSUMER ADJUSTMENT COMPANY,
INC.,

Defendants.

Case No.: 3:21-cv-03266-VC

INJUNCTIVE RELIEF ORDER

On December 18, 2023, the Court entered its Order Granting Final Approval of Class Action Settlement and Certifying Settlement Classes. (ECF No. 131.) Prior to and on that date, the Court received argument from both parties in support of this Injunctive Relief Order. After consideration of the argument and factual detail provided and upon the Court’s own determination, pursuant to that Order and Section 4.3 of the Settlement Agreement and Release, dated April 20, 2023 (the “Settlement Agreement”), the Court enters this Injunctive Relief Order.

For purposes of this Injunctive Relief Order, any capitalized terms have the same definitions and meanings as provided in the Settlement Agreement. The terms of this Injunctive Relief Order reflect the Injunctive Relief provisions in the Settlement Agreement.

INJUNCTIVE RELIEF

The Court hereby orders that Defendant complies as follows:

1. CACi will agree to provide Class Counsel with a full class list for all Rule 23(b)(2) Class Members and Rule 23(b)(3) Class Members that contains the following fields: personal identifying information (name, address, social security number,), amount paid by consumer to CACi or Midwest, date paid, and balance information. This class list shall be accompanied by an authentication affidavit sufficient under the Federal Rules of Evidence to have the information

1 admitted into evidence at trial against other parties, and in the event that the evidence is challenged,
2 CACi shall cooperate in assisting the Plaintiffs in authenticating the data.

3 2. CACi will stop all collection, including credit reporting, for any MobiLoan, Great
4 Plains, or Plain Green loans.

5 3. CACi will screen all of its current debt portfolios to ensure that it does not currently
6 have any other Great Plains, Plain Green, or MobiLoan debts.

7 4. If a consumer notifies CACi that the debt it is seeking to collect from them arises from
8 a Great Plains, Plain Green, or MobiLoan debt, CACi will, after a reasonable investigation and
9 conclusion that the debt is in fact a Great Plains, Plain Green, or MobiLoan debt, cease all collection
10 efforts for that account.

11 **TIMETABLE FOR IMPLEMENTATION OF INJUNCTIVE RELIEF**

12 Unless otherwise specifically indicated above, Defendant agrees to implement the injunctive
13 relief set forth above within five (5) days from the Effective Date of the Rule 23(b)(2) Class
14 Settlement.

15 **COURT’S JURISDICTION**

16 The Court reserves continuing and exclusive jurisdiction over the parties with respect to all
17 matters relating to this Injunctive Relief Order, including its administration, interpretation,
18 effectuation, and enforcement of its provisions. None of the Parties, including any Rule 23(b)(2)
19 Settlement Class Member, shall be entitled to the recovery of attorney’s fees, costs or other expenses
20 other than as expressly provided herein in connection with any efforts to monitor compliance with this
21 Injunctive Relief Order. Either Defendants or Class Counsel may file an appropriate motion to enforce
22 this Settlement Agreement in the event of breach of the agreement by the other. At its discretion, the
23 Court may award attorneys' fees to the substantially prevailing party if the Court is required to reach
24 a decision as to whether or not a party is in violation of the Injunctive Relief and/or breached the
25 Settlement Agreement.

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28 **NOTICES**

1 All notices or formal communications under this Order, including any claims or disputes
2 pursuant to the foregoing section, shall be in writing and shall be given (i) by hand delivery; (ii) by
3 registered or certified mail, return receipt requested, postage pre-paid; or (iii) by overnight courier to
4 counsel for the Party to whom notice is directed at the following addresses:

5 For the Named Plaintiffs and Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes:

6 Kristi C. Kelly
7 Kelly Guzzo PLC
8 3925 Chain Bridge Road, Suite 202
9 Fairfax, VA 22030

10 For Defendant:

11 Richard J. Perr
12 Kaufman Dolowich Voluck
13 One Liberty Place, 1650 Market Street
14 Suite 4800
15 Philadelphia, PA 19103

16 Counsel may designate a change of the person to receive notice or a change of address, from
17 time to time, by giving notice to the Court and all Parties in the manner described in this Section.

18 **It is SO ORDERED.**

19 DATED: December 18, 2023

20 United States District Court

