

# Exhibit A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

IN RE DOXIM, INC. DATA SECURITY  
INCIDENT LITIGATION

Case No. 2:24-cv-11550

Hon. Terrence G. Berg

**AMENDED SETTLEMENT AGREEMENT**

This Amended Settlement Agreement,<sup>1</sup> is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, on the one hand, and Defendants, on the other hand, as of the date of the last signature below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

**I. Background**

1. Doxim is a third-party service provider. Doxim assists its credit-union clients with the preparation of account statements and/or income tax forms for its members.

2. In the course of operating its business, Doxim collects, maintains, and stores Private Information of individuals who do business with Doxim's Credit Union Clients, including Defendants Beacon and CUO.

3. On or about December 30, 2023, Doxim detected suspicious activity within the portion of its computer network supporting its credit union services. Upon investigation, it was determined that an unauthorized actor gained access to Doxim's network and obtained unauthorized access to Doxim's files.

4. On May 31, 2024, Defendants began notifying affected individuals that their

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section II below.

Private Information may have been impacted in the Data Incident.

5. As a result of the Data Incident, commencing on June 13, 2024, Doxim, as well as other defendants, were named in six materially and substantively identical putative class actions, with overlapping claims, seeking to represent the same putative class members, and arising out of the same Data Incident. One was a state court action that was dismissed.

6. Defendant CUO and Defendant Beacon are both credit unions and were named in certain of the related actions.

7. Plaintiffs in the first three related actions conferred and agreed to move to consolidate them and to appoint Class Counsel as Interim Co-Lead Counsel. Plaintiffs filed their motion on June 27, 2024. [ECF No. 5]. On October 24, 2024, the Court consolidated the related actions into this Action and appointed Jeff Ostrow, E. Powell Miller, Mariya Weekes, and Bryan L. Bleichner, as Interim Co-Lead Class Counsel for the putative classes. [ECF No. 14].

8. On November 1, 2024, Interim Co-Lead Class Counsel notified the Court of two additional related actions, which were also consolidated. [ECF Nos. 16, 17, 19]. An additional case was also consolidated into this Action. [ECF No. 34].

9. On December 9, 2024, Plaintiffs filed a Consolidated Class Action Complaint, alleging causes of action for negligence, negligence per se, unjust enrichment, breach of contract, breach of fiduciary duty, breach of third-party beneficiary contract, and declaratory judgment and injunctive relief. [ECF No. 21].

10. On January 23, 2025, Doxim filed a Motion to Dismiss pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6), to which Plaintiffs filed their opposition and Doxim replied. [ECF Nos. 38, 48, 54].

11. On February 14 and 24, 2025, Defendants CUO and Beacon filed their Motions to

Dismiss, respectively, pursuant to Rule 12(b)(1) and 12(b)(6), to which Plaintiffs responded and Defendants CUO and Beacon replied. [ECF Nos. 44, 49, 52, 53, 55, 57, 59].

12. Defendants' Motions to Dismiss were set for hearing, but, before that hearing, the Parties began discussing settlement and scheduled a mediation with Jill Sperber, Esq., an experienced data breach mediator.

13. On September 15, 2025, the Parties filed a Joint Motion to Continue Hearing on Defendant's Motions to Dismiss and Stay Pending Mediation, which the Court granted on September 16, 2025. [ECF Nos. 66, 67].

14. Before mediation, Plaintiffs propounded informal discovery requests to learn as much as possible to aid the negotiations, and Defendants provided certain information in response about the cause of and the Private Information impacted in the Data Incident to facilitate the mediation. Plaintiffs' and Doxim's counsel also prepared mediation statements outlining their respective positions with respect to liability, damages, and settlement-related issues.

15. The Parties mediated on November 7, 2025, and after a full day of negotiations, agreed upon the material terms of a settlement to settle all claims against the Defendants.

16. On November 21, 2025, the Parties filed a Joint Status Report, notifying the Court of the Parties agreed in principle to settle the Action and requesting the Court continue the stay in this Action for an additional 45 days to enter into this Agreement and file the Motion for Preliminary Approval. [ECF No. 69].

17. The Parties now agree to settle the Action entirely, without any admission by Defendants of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made or which could have been made in the Complaint and the

Data Incident and to avoid the costs and expenses, distractions, burden, and disruption to their business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint (and similarly do not concede any of the allegations in the other complaints in any related actions) and expressly disclaim and deny any fault, liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims which were or could have been asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendants, and all Settlement Class Members.

**NOW, THEREFORE,** in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

## **II. Definitions**

16. “**Action**” means the lawsuit entitled: *In re Doxim, Inc. Data Security Incident Litigation*, Case No. 2:24-cv-11550, pending in the United States District Court for the Eastern District of Michigan, Southern Division, including all underlying cases that were consolidated into that action.

17. “**Agreement,**” or “**Settlement Agreement,**” or “**Settlement**” means this Amended

Settlement Agreement, including all exhibits.

18. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made with the Motion for Final Approval seeking Service Awards for Class Representatives and Class Counsel’s attorneys’ fees and reimbursement for costs.

19. “**CAFA Notice**” means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

20. “**Cash Payment**” means compensation paid to Settlement Class Members who elected either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

21. “**Cash Payment A – Documented Losses**” means the Settlement Class Member Benefit consisting of a maximum payment that Settlement Class Members, who incurred Documented Losses, may elect under Section V herein.

22. “**Cash Payment B – Alternate Cash**” means the Settlement Class Member Benefit consisting of a pro rata share of the Settlement Fund as described in Section V herein.

23. “**Claim**” means the submission of a Claim Form by a Claimant to elect a Cash Payment and/or Credit Monitoring.

24. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 3*, which may be modified, subject to the Parties’ approval, to meet the requirements of the Settlement Administrator.

25. “**Claim Form Deadline**” means 15 days before the initial scheduled Final Approval Hearing and is the last day by which a Claim Form may be submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Cash Payment.

26. “**Claimant**” means a Settlement Class Member who submits a Claim Form.
27. “**Claim Process**” means the process by which Settlement Class Members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.
28. “**Class Counsel**” means appointed Interim Co-Lead Counsel, consisting of E. Powell Miller of The Miller Law Firm, P.C., Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg, PLLC, and Bryan L. Bleichner of Chestnut Cambronne P.A.
29. “**Class List**” means a list of all individuals, including their names and postal addresses, in the Settlement Class that Defendants shall prepare and provide to the Settlement Administrator for the Notice using information in their records.
30. “**Class Representatives**” means Plaintiffs the Court appoints as representatives of the Settlement Class.
31. “**Complaint**” means the Consolidated Class Action Complaint filed in the Action on December 9, 2024.
32. “**Court**” means the United States District Court for the Eastern District of Michigan, Southern Division, and the Judge(s) assigned to the Action.
33. “**Credit Monitoring**” means the Settlement Class Member Benefit consisting of one year, one bureau credit monitoring that Settlement Class Members may elect under Section V herein.
34. “**Data Incident**” means the alleged incident that occurred around December 30, 2023, in which an unauthorized actor gained access to Defendants’ files and Settlement Class Members’ Private Information.
35. “**Defendant Beacon Credit Union**” or “**Beacon**” means Beacon Credit Union, a

credit union based in Michigan.

36. “**Defendant Credit Union One**” or “**CUO**” means Credit Union ONE, a credit union based in Michigan.

37. “**Defendant Doxim**” or “**Doxim**” means Doxim, Inc.

38. “**Defendants**” means Doxim, CUO, and Beacon.

39. “**Defendants’ Counsel**” means counsel for the Defendants.

40. “**Defendant Beacon’s Counsel**” means Eric D. Stubenvoll and James Davidson of O’Hagan Meyer.

41. “**Defendant CUO’s Counsel**” means Mitchell Capp of McDonalds Hopkins.

42. “**Defendant Doxim’s Counsel**” means J.T. Malatesta and Xeris Gregory of Polsinelli PC.

43. “**Doxim’s Credit Union Clients**” means each and every credit union that directly or indirectly provided Settlement Class Members’ Private Information to Doxim that was subject to unauthorized access as a result of the Data Incident, including, but not limited to, Defendant Beacon and Defendant CUO.

44. “**Effective Date**” means 5 days after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

45. “**Escrow Account**” means the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described herein.

46. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

47. “**Final Approval Hearing**” means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

48. “**Final Approval Order**” means the final order that the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as *Exhibit 5*. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel.

49. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 2*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

50. “**Motion for Final Approval**” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

51. “**Motion for Preliminary Approval**” means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

52. “**Net Settlement Fund**” means the Settlement Fund after deductions for Settlement Administration Costs, attorneys’ fees, costs, and Service Awards.

53. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiffs and Class Counsel will ask the Court to approve in connection with the Motion for Preliminary Approval.

54. “**Notice Program**” means the methods provided for in this Agreement for giving

Notice and consists of the Postcard Notice and Long Form Notice. The Notice Program also includes the Settlement Website and the Settlement Class telephone line.

55. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class Member who has submitted an invalid Claim.

56. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

57. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing.

58. “**Party**” means each of the Plaintiffs and the Defendants, and “**Parties**” means Plaintiffs and Defendants collectively.

59. “**Plaintiffs**” means Jonathan McKinley, Bruce Narolis, Rose McNichols, Alex Poplawski, Brian Satterwhite, and Thomas Wardrop.

60. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the form attached hereto as *Exhibit 1*, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

61. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

62. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 4*.

63. “**Private Information**” means Settlement Class Members’ information that may have been exposed in the Data Incident, which may include: names, addresses, financial account numbers, and/or Social Security numbers.

64. “**Releases**” means the releases and waiver set forth in Section XIII of this

Agreement.

65. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses, costs, indemnities, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the claims made in the Complaint or arising out of the Data Incident.

66. “**Released Parties**” means Defendants, Doxim’s Credit Union Clients, and each entity which is controlled by, controls, or is under common control with, Defendants or Doxim’s Credit Union Clients, and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, trustees, and any other person acting on Defendants’ behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended as third-party beneficiaries of the Settlement Agreement.

67. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, receivers, agents, attorneys, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

68. “**Credit Union Releasing Parties**” also means CUO and Beacon and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, trustees, and any other person acting on CUO or Beacon’s behalf, in their capacity as such.

69. “**Service Awards**” shall mean the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members.

70. “**Settlement Administrator**” means Epiq Class Action & Claims Solutions, Inc. or “Epiq.”

71. “**Settlement Administration Costs**” means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

72. “**Settlement Class**” means all living individuals residing in the United States who were identified by Doxim and who were sent notice by Doxim or Doxim’s Credit Union Clients that their Private Information was impacted in the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendants; (b) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opts-out of the Settlement.

73. “**Settlement Class Member**” means any member of the Settlement Class who has not opted-out of the Settlement.

74. “**Settlement Class Member Benefit**” means Cash Payments, Credit Monitoring, Settlement Administration Costs, Class Counsel attorneys’ fees and costs, and Class

Representative Service Awards.

75. “**Settlement Fund**” means the non-reversionary \$5,500,000.00 in cash that Doxim has agreed to pay or cause to be paid for the Defendants under the terms of the Settlement.

76. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys’ Fees, Costs and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for six months after Final Approval.

77. “**Valid Claim**” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline, or, if submitted online, submitted by 11:59 p.m. Eastern time on the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator’s Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

### **III. Settlement Fund**

78. Doxim will pay the Settlement Fund to the Settlement Administrator as follows: (a)

within 30 days of Preliminary Approval, Doxim shall deposit or cause to be deposited the amounts estimated to be necessary to pay for the Notice Program, which amount shall be determined and requested by the Settlement Administrator, and any such advance will be credited to the Settlement Fund; and (b) Doxim will pay the balance of the Settlement Fund into the Escrow Account no later than 14 days after Final Approval. Defendants shall not be required to pay any more money under this Settlement.

79. The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit Valid Claims; (2) any Service Awards awarded to Class Representatives; (3) any attorneys' fees and costs awarded to Class Counsel; and (4) all Settlement Administration Costs.

80. No funds shall revert to Defendants, except in the event this Settlement is voided, cancelled, or terminated pursuant to the terms of the Agreement.

81. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. All interest shall accrue for the benefit of the Settlement Class Members. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendants, Defendants' Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendants, Defendants' Counsel, Plaintiffs, and

Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

82. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

**IV. Certification of the Settlement Class**

83. In the Motion for Preliminary Approval, Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action.

**V. Settlement Benefits**

84. All Settlement Class Members may submit a Claim for one of two Cash Payment options: (a) Cash Payment A – Documented Losses or (b) Cash Payment B – Alternate Cash. Additionally, all Settlement Class Members may elect to receive Credit Monitoring. Settlement Class Members who fail to submit a Valid Claim will release their claims against Defendants in the Action without receiving a Settlement Class Member Benefit.

**a. Cash Payment A – Documented Losses**

Settlement Class Members may submit a claim for a Cash Payment A – Documented Losses under this section for up to \$5,000.00 per Settlement Class Member upon presentment of

documented losses that are attributable to fraud or identity theft that can be reasonably traced to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A – Documented Losses on the Claim Form, attesting under penalty of perjury to incurring Documented Losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendants or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted to Cash Payment B – Alternate Cash.

**b. Cash Payment B – Alternate Cash**

In lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a cash payment that does not require the submission of any supporting documentation. The Cash Payment B payment will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately \$100.00.

**c. Credit Monitoring**

In addition to electing Cash Payment A or Cash Payment B, Settlement Class Members may elect to receive Credit Monitoring, which provides comprehensive dark web monitoring, high risk transaction monitoring, with real-time alerts, security freeze, and \$1 million in insurance coverage.

85. ***Pro Rata Adjustments on Cash Payments*** – All Settlement Class Cash Payments will be subject to a *pro rata* increase from the Settlement Fund in the event the amount of Valid

Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhaust the amount of the Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Credit Monitoring, (2) Cash Payment A – Documented Losses Claims, and (3) Cash Payment B – Alternate Cash Claims. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis and are designed to exhaust the Settlement Fund.

#### **VI. Settlement Approval**

86. Within 10 days following execution of this Agreement by all Parties, Class Counsel, and Defendants' Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendants.

87. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of or object to the Settlement; (6) appoint Plaintiffs as Class Representatives and E. Powell Miller, Jeff Ostrow, Mariya Weekes, and Bryan Bleichner as Class Counsel for Settlement purposes; (7) stay the Action and related actions pending Final Approval of the Settlement; and (8) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel.

## **VII. Settlement Administrator**

88. The Parties agree that, subject to Court approval, Epiq shall be the Settlement Administrator. Class Counsel and Defendants' Counsel shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

89. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement.

90. The Settlement Administrator's duties include:

a. Within 10 days of filing the Motion for Preliminary Approval, cause a CAFA Notice to be served upon the appropriate state and federal officials. All expenses associated with CAFA Notice shall be payable from the Settlement Fund;

b. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice, sending Long Form Notices and paper Claim Forms on request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;

c. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;

d. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

e. Establish and maintain the Settlement Website to provide important

information about the Settlement and to receive electronic Claim Forms;

f. Establish and maintain an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;

g. Respond to any mailed Settlement Class Member inquiries;

h. Process all opt-out requests from the Settlement Class;

i. Provide weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of valid opt-out requests and objections received to date, and other pertinent information;

j. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received for Cash Payments and Credit Monitoring, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

k. Distribute, out of the Settlement Fund, Cash Payments by electronic means or by paper check;

l. Send emails to Settlement Class Members instructing how to activate the Credit Monitoring service;

m. Pay Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

- n. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendants' Counsel;
- o. Pay any residual funds to the Court-approved *cy pres* recipient; and
- p. Any other Settlement Administration function at the instruction of Class Counsel and Defendants' Counsel.

**VIII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures**

91. Defendants will make available to the Settlement Administrator the Class List no later than 30 days after entry of the Preliminary Approval Order. To the extent necessary, Defendants will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement. The Settlement Administrator shall maintain the confidentiality of the Class List.

92. Within 45 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be sent to all Settlement Class Members for whom postal addresses were included in the Class List. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable and then re-mail the Postcard Notices. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the initial date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

93. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-

Out Deadline for individuals in the Settlement Class to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class members may access this Agreement and other related documents and information. Class Counsel and Defendants' Counsel shall insert the correct dates and deadlines in the Postcard Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date or time. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

94. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

95. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Settlement Class Member may opt-out of the Settlement Class by mailing a request to opt-out to the Settlement Administrator postmarked by the Opt-Out Deadline. The opt-out request must include a wet ink signature personally signed by the individual seeking to opt out. Electronic signatures are prohibited. The opt-out request must also contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement

Class. Mass or class opt-outs, or other purported group opt-outs signed by an attorney, are not permitted and will not be accepted. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

96. The Long Form Notice also shall include a procedure for the Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct the Settlement Class to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted by the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have opted-out of the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

97. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the name of the case, the case number, and the name of the court in which the objector has made any objection within the last five years;

- d. the identity of all counsel (if any) who represent the objector;
- e. whether the objector and/or objector's counsel will personally appear at the

Final Approval Hearing;

- f. a list of all persons who will be asked to testify at the Final Approval Hearing in support of the objection (if any); and

- g. the objector's wet ink signature, which must be personally signed by the objector (an attorney's signature is not sufficient). Electronic signatures are prohibited.

98. If a Settlement Class Member submits both an opt-out request and an objection, regardless of the order in which that occurs, the opt-out request shall control, the Settlement Class Member shall not have standing to object, and the objection shall be overruled.

99. The Notice Program shall be completed no later than 45 days before the initial scheduled Final Approval Hearing date.

#### **IX. Claim Process and Disbursement of Settlement Class Member Benefits**

100. The Notice and Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and Credit Monitoring and how to submit a Claim Form.

101. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

102. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine

whether a Claim by any Claimant is a Valid Claim.

103. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. If the Settlement Administrator identifies any Claim Form that appears to be a duplication, the Settlement Administrator shall contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

104. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and abuse in the Claim Process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of Claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from Claimants or deny Claims, subject to the supervision of the Parties and ultimate oversight by the Court.

105. Claim Forms that do not meet the terms and conditions of this Settlement shall be rejected by the Settlement Administrator, including Claims based on findings of fraud or duplication, within 30 days of the Claim Form Deadline. The Settlement Administrator shall advise the Claimant of the reason(s) why the Claim Form was rejected, using the contact information provided in the Claim Form. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may

send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. A Notice of Deficiency shall not be considered a denial for purposes of this paragraph. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's signature. A Claimant shall have until the Claim Form Deadline, or 15 days from the date the Notice of Deficiency is sent to the Claimant via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants and Class Counsel otherwise agree.

106. Where a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for, among other reasons, the following:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt out of the Settlement Class.
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;

- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this

Settlement.

107. The Settlement Administrator's determination as to whether approve, deny, or reduce a Claim shall be final and binding.

108. The Settlement Administrator shall provide all information gathered in investigating Claims, including, but not limited to, copies of all correspondence and email and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel. Additionally, Class Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

109. No person or entity shall have any claim against Defendants, Defendants' Counsel, Plaintiffs, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

110. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 45 days after the Effective Date.

111. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members shall make their election to the form of electronic payment on the Claim Form. Settlement Class Members who do not elect an electronic payment or who provide incorrect or incomplete electronic payment information shall receive a paper check in the mail at the address on the Claim Form. Settlement Class Members receiving payment by check shall have 120 days to negotiate the check.

112. The Settlement Administrator shall send an email to Settlement Class Members

with Valid Claims for Credit Monitoring with instructions on how to enroll in the Credit Monitoring, including the activation code.

**X. Final Approval Order and Final Judgment**

113. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial scheduled Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval of the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in the Agreement.

114. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant the Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendants and the other Released Parties from the Released Claims;

f. Dismiss the Action with prejudice; and

g. Reserve the Court's continuing and exclusive jurisdiction over the Parties

to this Agreement, including Defendants, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

#### **XI. Service Awards, Attorneys' Fees, and Costs**

115. *Service Awards* – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in the amount not to exceed \$2,500.00 each. If approved, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund within 10 days of the Effective Date.

116. *Attorneys' Fees and Costs* – Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable litigation costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel, within 20 days of Final Approval.

117. This Settlement is not contingent on approval of the request for attorneys' fees and costs or Service Awards, and if the Court denies the request or grants amounts other than what was requested, the remaining provisions of the Agreement shall remain in force. The provisions for attorneys' fees and costs and the Service Awards were not negotiated until after all material terms of the Settlement.

118. The award of attorneys' fees and costs shall be paid to Class Counsel from the

Settlement Fund. Class Counsel, in their sole discretion, and based on their good faith judgment as to the relative contributions of any other law firm representing one or more Plaintiffs in this Action, shall allocate and distribute the attorneys' fees and costs among themselves and any other Plaintiffs' counsel.

## **XII. Disposition of Residual Funds**

119. In the event there are funds remaining from uncashed checks in the Settlement Fund 20 days following the 120-day check negotiation period, all remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court. The Parties agree to propose Michigan State Bar Foundation (<https://www.msbf.org/>) as the *cy pres* recipient

## **XIII. Releases**

120. As of the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including claims Releasing Parties do not know or suspects to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Released Parties intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation,

California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

121. As of the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Credit Union Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged Doxim from any and all Released Claims, including claims for indemnification related to, or arising out of, the Action.

122. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefit, under the Settlement.

123. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Releasing Parties; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of

Plaintiffs, any Settlement Class Member, or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

**XIV. Termination of Settlement**

124. This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

- a. Court approval of the Settlement consideration set forth in Section V and the Releases set forth in Section XIII of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and
- d. The Effective Date has occurred.

125. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

126. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendants. However, Defendants shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Defendants. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendants within 20 days of termination.

**XV. Effect of Termination**

127. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendants', and Defendants' Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

128. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

**XVI. No Admission of Liability**

129. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be certified in the Action for litigation purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

130. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

131. This Agreement constitutes a compromise and settlement of disputed claims.

132. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or the Settlement Class, or of any wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

133. In addition to any other defenses Defendants or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

## **XVII. Miscellaneous Provisions**

134. *Gender and Plurals.* As used in this Agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever

the context so indicates.

135. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

136. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

137. ***Obligation to Meet and Confer.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

138. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

139. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

140. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the state of Michigan, without regard to the principles thereof regarding choice of law.

141. ***Counterparts.*** This Agreement may be executed in any number of counterparts,

each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Electronic signatures to this Agreement are permitted.

142. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

143. **Notices.** All notices provided for herein shall be sent by email to:

If to Plaintiffs or Class Counsel:

Jeff Ostrow  
**KOPELOWITZ OSTROW P.A.**  
1 West Las Olas Blvd., Ste. 500  
Fort Lauderdale, FL 33301  
ostrow@kolawyers.com

E. Powell Miller  
**THE MILLER LAW FIRM, P.C.**  
950 West University Drive  
Rochester, MI 48307  
epm@millerlawpc.com

Bryan L. Bleichner  
**CHESTNUT CAMBRONNE PA**

100 Washington Avenue South, Suite 1700  
Minneapolis, MN 55401  
bbleichner@chestnutcambronne.com

Mariya Weekes  
**MILBERG, PLLC**  
201 Sevilla Avenue, 2nd Floor  
Coral Gables, FL 33134  
mweekes@milberg.com

If to Defendants or Defendants' Counsel:

*For Defendant Doxim:*

Xeris E. Gregory  
J.T. Malatesta  
**POLSINELLI PC**  
2000 SouthBridge Parkway, Suite 301  
Birmingham, AL 35209  
xgregory@polsinelli.com  
jtmalatesta@polsinelli.com

*For Defendant CUO:*

Timothy Lowe  
**MCDONALD HOPKINS**  
39533 Woodward Ave., Ste 318  
Bloomfield Hills, MI 48304  
tlowe@mcdonaldhopkins.com

*For Defendant Beacon:*

James Davidson  
**O'HAGAN MEYER**  
1 East Wacker Drive, Suite 3400  
Chicago, IL 60601  
j davidson@ohaganmeyer.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

142. ***Modification and Amendment.*** This Agreement may not be amended or modified,

except by a written instrument signed by Class Counsel and Defendants' Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class members under this Agreement.

143. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

144. **Authority.** Class Counsel (for Plaintiffs and the Settlement Class) and Defendants' Counsel represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Plaintiffs and Defendants to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

145. **Agreement Mutually Prepared.** Neither Plaintiffs nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.


146. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and

law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement, irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

147. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases.

*Signature Pages to Follow*


**CLASS COUNSEL (for Plaintiffs and the Settlement Class)**

  
\_\_\_\_\_  
Jeff Ostrow  
**KOPELOWITZ OSTROW P.A.**


Date: April 30, 2026

  
\_\_\_\_\_  
Mariya Weekes  
**MILBERG, PLLC**

Date: April 30, 2026

  
\_\_\_\_\_  
E. Powell Miller  
**THE MILLER LAW FIRM, P.C.**

Date: April 30, 2026

DocuSigned by:  
  
\_\_\_\_\_  
DCCABCAAF90A426...  
Bryan L. Bleichner  
**CHESTNUT CAMBRONNE PA**

5/4/2026 | 2:02 PM EDT

Date: \_\_\_\_\_

**DEFENDANT DOXIM, INC.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DEFENDANT CREDIT UNION ONE**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DEFENDANT BEACON CREDIT UNION**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CLASS COUNSEL (for Plaintiffs and the Settlement Class)**

\_\_\_\_\_  
Jeff Ostrow  
**KOPELOWITZ OSTROW P.A.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Mariya Weekes  
**MILBERG, PLLC**

Date: \_\_\_\_\_

*E. Powell Miller*

\_\_\_\_\_  
E. Powell Miller  
**THE MILLER LAW FIRM, P.C.**

Date: April 30, 2026

\_\_\_\_\_  
Bryan L. Bleichner  
**CHESTNUT CAMBRONNE PA**

Date: \_\_\_\_\_

**DEFENDANT DOXIM, INC.**

Date: 5/1/2026

Signed by:  
*Andrew kokoska*  
\_\_\_\_\_  
By: Andrew Kokoska  
Its: CEO

**DEFENDANT CREDIT UNION ONE**

Date: 5/4/2026

DocuSigned by:  
*Gary X Moody*  
\_\_\_\_\_  
By: Gary Moody  
Its: Chief Executive Officer

**DEFENDANT BEACON CREDIT UNION**

Date: 5/4/2026

DocuSigned by:  
*Dustin A Cuttriss*  
\_\_\_\_\_  
By: Dustin Cuttriss  
Its: President / CEO

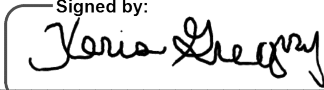
**DEFENDANTS' COUNSEL** (as to form only)

*For Defendant Doxim:*

**POLSINELLI PC**

*Counsel for Defendant Doxim*

Signed by:



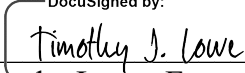
Xeris Gregory, Esq.

Date: 5/1/2026

**MCDONALD HOPKINS**

*Counsel for Defendant CUO:*

DocuSigned by:

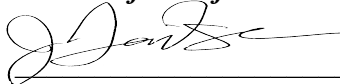


Timothy Lowe, Esq.

Date: 5/1/2026

**O'HAGAN MEYER**

*Counsel for Defendant Beacon*

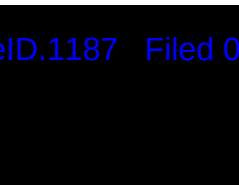


James Davidson, Esq.

Date: 5/4/2026

# Exhibit 1

Doxim Data Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX



POSTAGE PAID  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO.xxxx

Court-Approved Legal Notice

*In re Doxim, Inc. Data Security Incident Litigation*  
Case No. 2:24-cv-11550, United States District  
Court for the Eastern District of Michigan

**If your Private Information was  
impacted in the Data Incident that  
occurred around December 30, 2023,  
involving Doxim, Inc. and Doxim Credit  
Union Clients, and you were sent  
notice, you may be entitled to benefits  
from a Settlement.**

*A Court has authorized this notice.  
This is not a solicitation from a lawyer.*

www.XXXXXXXXXXXXX.com  
1-XXX-XXX-XXXX

<<MAIL ID>>  
<<NAME 1>>  
<<NAME 2>>  
<<ADDRESS LINE 1>>  
<<ADDRESS LINE 2>>  
<<ADDRESS LINE 3>>  
<<ADDRESS LINE 4>>  
<<ADDRESS LINE 5>>  
<<CITY, STATE ZIP>>  
<<COUNTRY>>



A proposed \$5,500,000 settlement has been reached in a class action lawsuit regarding a Data Incident that occurred around December 30, 2023, in which an unauthorized actor gained access to Doxim, Inc.'s files and Settlement Class Members' Private Information. The Private Information involved includes information collected and/or maintained by Doxim or Doxim's Credit Union Clients, and may include: names, addresses, financial account numbers, and Social Security numbers.

**Who is Included? Records show you are a member of the Settlement Class**, defined as: all living individuals residing in the United States who were identified by Doxim and sent a notice by Doxim or Doxim's Credit Union Clients that their Private Information was impacted in the Data Incident.

**What does the Settlement Provide?** As a Settlement Class Member, you can submit a Claim Form online or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

**Credit Monitoring**: You may submit a Claim Form to receive one year of free Credit Monitoring.

**AND**

**Cash Payment A – Documented Losses**: You may submit a Claim Form and provide reasonable documentation for fraud or identity theft losses that can be reasonably traced to the Data Incident for up to \$5,000 per Settlement Class Member;

**OR**

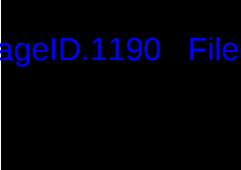
**Cash Payment B – Alternate Cash**: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the *estimated* amount of \$100.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

**Other Options.** If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release Defendants, Doxim's Credit Union Clients, and other Released Parties from the legal claims in this lawsuit. If you do not opt out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Settlement Class Member Benefits, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to 1/3 of the Settlement Fund and litigation costs, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

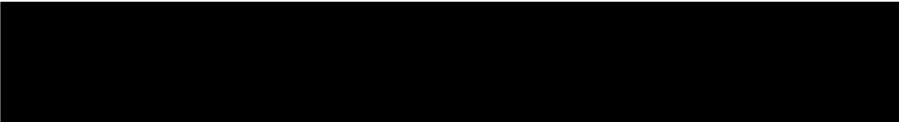
**This notice is a summary.** Learn more at [www.XXXXX.com](http://www.XXXXX.com), or by calling toll free 1-XXX-XXX-XXX.





STAMP  
HERE

Doxim Data Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 97xxx-xxxx



# Exhibit 2

**If your Private Information was impacted in the Data Incident that occurred around December 30, 2023, involving Doxim, Inc. and Doxim’s Credit Union Clients, and you were sent notice, you may be entitled to Benefits from a Settlement.**

*A Court authorized this Notice. This is not a solicitation from a lawyer.*

- A proposed \$5,500,000 settlement has been reached in a class action lawsuit regarding a Data Incident that occurred around December 30, 2023, in which an unauthorized actor gained access to Doxim, Inc.’s files and Settlement Class members’ Private Information. The Private Information involved includes information collected and/or maintained by Doxim or Doxim’s Credit Union Clients, and may include: names, addresses, financial account numbers, and Social Security numbers.
- The Settlement Class includes: all living individuals residing in the United States who were identified by Doxim and sent notice by Doxim or Doxim’s Credit Union Clients that their Private Information was impacted in the Data Incident.
- If you are a member of the Settlement Class, you can submit a Claim Form for the following Settlement Class Member Benefits:

**Credit Monitoring:** You may submit a Claim Form to receive one year of free Credit Monitoring.

**AND**

**Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for fraud or identity theft losses that can be reasonably traced to the Data Incident for up to \$5,000 per Settlement Class Member;

**OR**

**Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive cash payment in the *estimated* amount of \$100;

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

**This Notice may affect your rights. Please read it carefully.**

Your Legal Rights & Options		Deadline
<b>Submit a Claim Form</b>	The only way to get Settlement Class Member Benefits is to submit a timely and valid Claim Form.	Submitted or Postmarked by: <b>MONTH DD, 20YY</b>
<b>Opt-Out</b>	Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: <b>MONTH DD, 20YY</b>
<b>Object to the Settlement</b>	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: <b>MONTH DD, 20YY</b>
<b>Do Nothing</b>	Get no Settlement Class Member Benefits. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

**Questions? Go to [www.XXXXXXXX.com](http://www.XXXXXXXX.com) or call 1-XXX-XXX-XXXX**

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable Terrence G. Berg of the United States District Court for the Eastern District of Michigan, Southern Division, is overseeing this class action. The lawsuit is known as *In re Doxim, Inc. Data Security Incident Litigation*, Case No. 2:24-cv-11550 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the companies sued, Doxim, Inc., Credit Union ONE, and Beacon Credit Union, are called the “Defendants.”

### 2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against the Defendants on behalf of themselves and all others similarly situated regarding a Data Incident that occurred around December 30, 2023, in which an unauthorized actor gained access to Doxim’s files and Settlement Class members’ Private Information. The Private Information involved includes information collected and/or maintained by Doxim or Doxim’s Credit Union Clients, and may include: names, addresses, financial account numbers, and Social Security numbers.

Defendants deny the legal claims and deny any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendants, or that any law has been violated. Instead, the Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

### 3. Why is there a Settlement?

The Plaintiffs and Defendants do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendants. Instead, the Plaintiffs and Defendants have agreed to settle the lawsuit. The Class Representatives, Defendants, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

### 4. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

## WHO IS INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are a living individual residing in the United States who was identified by Doxim and sent a notice by Doxim or Doxim's Credit Union Clients that your Private Information was impacted in the Data Incident.

### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (a) directors, officers, and employees of Defendants; (b) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff; and (c) any Settlement Class member who timely and validly opts-out of the Settlement.

### 7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class member, you may go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call toll-free 1-XXX-XXX-XXXX.

## THE SETTLEMENT BENEFITS

### 8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

#### **Cash Payment A – Documented Losses**

You may submit a Claim Form with reasonable documentation for fraud or identity theft losses that can be reasonably traced to the Data Incident for up to \$5,000 per Settlement Class Member.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence, including emails, or receipts. You are required to submit reasonable documentation supporting the losses. You will not be reimbursed for expenses if they have been reimbursed for the same expenses by another source in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Doxim or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be processed as if you elected Cash Payment B – Alternate Cash.

#### **Cash Payment B – Alternate Cash**

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the *estimated* amount of \$100.

#### **Credit Monitoring**

In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Alternative Cash), you may also submit a Claim Form to receive one year of Credit Monitoring.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase if the amount of Valid Claims does not use the entire Net Settlement Fund. Alternatively, if the amount of Valid Claims exceeds the amount of the Net Settlement Fund, Cash Payment may be subject to a *pro rata* reduction.

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must first distribute the funds in the Net Settlement Fund for payment of Credit Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Any residual funds remaining in the Net Settlement Fund after distribution of the Settlement Class Member Benefits will be issued to a *cy pres* recipient. The proposed recipient is the Michigan State Bar Foundation.

### 9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

### 10. What are the Released Claims?

Section XIII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive any Settlement Class Member Benefits as described above. Your Claim Form must be submitted online at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) by **MONTH DD, 20YY**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by Month DD, 20YY**. Claim Forms are also available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or by calling 1-XXX-XXX-XXXX or by writing to:

*Doxim Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

### 12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

*Doxim Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

### 13. When will I receive my Settlement Class Member Benefits?

If you file a timely and valid Claim Form, the Settlement Class Member Benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check [www.XXXXXXXXXXX.com](http://www.XXXXXXXXXXX.com) for updates.

### EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

### 14. How do I opt-out of the Settlement?

To opt-out from the Settlement, you must mail a written request opt-out request, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your wet ink signature personally signed by you (electronic signatures are prohibited); and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *In re Doxim, Inc. Data Security Incident Litigation*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

*Doxim Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**You cannot opt-out (exclude yourself) by telephone or by email.**

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

### 15. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

**16. If I do not opt-out, can I sue Defendants for the same thing later?**

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

**OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court I do not like the Settlement?**

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *In re Doxim, Inc. Data Security Incident Litigation*, Case No. 2:24-cv-11550.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, mailing address, telephone number, and email address (if any);
- 2) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own counsel;
- 3) The name of the case, the case number, and the name of the court in which you have made any objection within the last five years;
- 4) The identity of all counsel (if any) representing you in connection with the objection;
- 5) Whether you and/or your counsel (if any) will personally appear at the Final Approval Hearing;
- 6) A list of all persons who will be asked to testify at the Final Approval Hearing in support of your objection (if any);
- 7) Your wet ink signature, which must be personally signed by you (an attorney's signature is not sufficient). Electronic signatures are prohibited.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, and send it by U.S. mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator, postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk U.S. District Court Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd. Detroit, MI 48226	Jeff Ostrow KOPELOWITZ OSTROW P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301  E. Powell Miller THE MILLER LAW FIRM, P.C. 950 West University Dr. Rochester, MI 48307  Bryan L. Bleichner CHESTNUT CAMBRONNE PA 100 Washington Ave. South Suite 1700 Minneapolis, MN 55401  Mariya Weekes MILBERG, PLLC 201 Sevilla Ave. 2nd Floor Coral Gables, FL 33134	<i>For Defendant Doxim:</i> Xeris E. Gregory J.T. Malatesta POLSINELLI PC 2100 SouthBridge Parkway Suite 650 Birmingham, AL 35209  <i>For Defendant CUO:</i> Mitchell Capp MCDONALD HOPKINS 39533 Woodward Ave. Suite 318 Bloomfield Hills, MI 48304  <i>For Defendant Beacon:</i> Eric D. Stubenvoll O'HAGAN MEYER 1 East Wacker Dr. Suite 3400 Chicago, IL 60601	Doxim Data Incident Settlement Administrator PO Box xxxx Portland, OR 972xx-xxxx

### 18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

## THE LAWYERS REPRESENTING YOU

### 19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A., E. Powell Miller of The Miller Law Firm, P.C., Bryan L. Bleichner of Chestnut Cambronne PA, and Mariya Weekes of Milberg, PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

### 20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees of up to 1/3 of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to \$2,500 each for their efforts. If awarded by the Court, the attorneys' fees and costs and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

**Questions? Go to [www.XXXXXXXX.com](http://www.XXXXXXXX.com) or call 1-XXX-XXX-XXXX**

## THE FINAL APPROVAL HEARING

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement and Application for Attorneys’ Fees, Costs, and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

### 21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Terrence G. Berg at the Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Detroit, MI 48226. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to finally approve the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

If objections were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

**Note:** The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) to confirm the date and time of the Final Approval Hearing have not changed.

### 22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

### 23. May I speak at the Final Approval Hearing?

If objections were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

## GET MORE INFORMATION

### 24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com). You may get additional information at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

*Doxim Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE  
REGARDING THIS NOTICE.**

**Questions? Go to [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call 1-XXX-XXX-XXXX**

# Exhibit 3

PLACEHOLDER0000\*

**Must be postmarked or submitted online NO LATER THAN Month Day, Year**

*Doxim Data Incident*  
SETTLEMENT ADMINISTRATOR  
**P.O. BOX XXXX**  
PORTLAND, OR 972XX-XXXX  
www.xxxxxxxxxx.com

***In re Doxim, Inc. Data Security Incident Litigation Claim Form***

Case No. 2:24-cv-11550

**GENERAL INFORMATION**

If your Private Information was impacted in the Data Incident that occurred around December 30, 2023, involving Doxim, Inc. and Doxim’s Credit Union Clients, and you were sent notice, you may be entitled to Settlement Class Member Benefits from a Settlement.

You may submit a Claim Form for Settlement Class Member Benefits, outlined below, by visiting the Settlement Website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com). Claims must be submitted or postmarked by **Month Day, Year**. If you would prefer to submit by mail, please use the return address at the top of this form.

**SETTLEMENT BENEFITS – WHAT YOU MAY GET**

**You may submit a Claim Form for the following Settlement Class Member Benefits:**

1. **Credit Monitoring:** In addition to Cash Payment A (Documented Losses) *or* Cash Payment B (Alternate Cash), you may also submit a Claim Form to receive one year of Credit Monitoring.  
**AND**
2. **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for fraud or identity theft losses that can be reasonably traced to the Data Incident for up to \$5,000 per Settlement Class Member. Supporting documentation is required.  
**OR**
3. **Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the *estimated* amount of \$100.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims. For purposes of calculating the pro rata increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund first for payment of Credit Monitoring, then for Cash Payment A – Documented Losses, and then for Cash Payment B – Alternative Cash. Any pro rata increases or decreases to Cash Payments will be on an equal percentage basis.

\* \* \*

*Please Note: The Settlement Administrator may contact you to request additional documents to process your Claim Form.*

For more information and complete instructions, visit [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com).

**Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final. Thank you for your patience.**

Questions? Go to [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) or call 1-XXX-XXX-XXXX.

PLACEHOLDER0000\*

### Contact Information

**1. NAME (REQUIRED):**

First Name

MI

Last Name

**2. MAILING ADDRESS (REQUIRED):**

Street Address

Apt. No.

City

State

ZIP Code

**3. PHONE NUMBER:**

 -  - 

**4. EMAIL ADDRESS:**

### Credit Monitoring

*You may be eligible to receive free Credit Monitoring services.*

All Settlement Class Members are eligible to claim Credit Monitoring services.

*Please select the checkbox if you want to enroll in Credit Monitoring services for which you are eligible.*

**Credit Monitoring:** I want to receive one year of Credit Monitoring services at the email entered in the above section.

*If you select this option, you will be sent instructions and an activation code to your provided email address listed above after the Settlement is final. Enrollment in this service will not subject you to marketing for additional services or any required payments.*

PLACEHOLDER0000\*

### Cash Payment A – Documented Losses

If you lost or spent money from fraud or identity theft that can reasonably be traced to the Data Incident and have not been reimbursed for that loss/expenses, you can receive reimbursement for up to \$5,000 total. Eligible losses include those incurred on or after December 30, 2023, up to the date of submitting your Claim.

It is important for you to send reasonable documents that show what happened and how much you lost or spent so that you can be reimbursed.

If you do not submit reasonable documentation supporting a loss, or if your Claim is rejected by the Settlement Administrator for any reason, and you fail to cure your Claim Form, your Claim will be converted to Cash Payment B – Alternate Cash.

To look up more details about how the Cash Payments work, visit [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or call toll-free 1-XXX-XXX-XXX. Please also review the Long Form Notice on the Settlement Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed.

*By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data incidents or breaches. You will not be reimbursed for expenses if they have been reimbursed for the same expenses by another source in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Doxim, Inc. or one of Doxim's Credit Union Clients.*

Expense Type and Examples of Documents	Amount and Date	Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident)
Professional fees incurred to address identity theft or fraud, such as falsified tax returns, account fraud, and/or identity theft.  <i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/> <hr/>
Other losses or costs resulting from identity theft or fraud (provide detailed description) fairly traceable to the Data Incident.  <i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/> <hr/>
Other expenses such as notary, fax, postage, copying, mileage, long-distance telephone charges, or professional fees related to the Data Incident.  <i>Examples: Phone bills, receipts, detailed list of addresses you traveled to (e.g., police station, IRS office), reason why you traveled there (e.g., police report or letter from IRS re: falsified tax return) and number of miles you traveled</i>	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> MM DD YYYY	<hr/> <hr/> <hr/> <hr/>

Questions? Go to [www.xxxxxxxx.com](http://www.xxxxxxxx.com) or call 1-XXX-XXX-XXX.



# Exhibit 4

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

IN RE DOXIM, INC. DATA SECURITY  
INCIDENT LITIGATION

Case No. 2:24-cv-11550

Hon. Terrence G. Berg

**[PROPOSED] ORDER GRANTING UNOPPOSED AMENDED  
MOTION FOR PRELIMINARY APPROVAL OF THE PARTIES'  
AMENDED CLASS ACTION SETTLEMENT**

**THIS MATTER** is before the Court on Plaintiffs' Unopposed Amended Motion for Preliminary Approval of the Parties' Amended Class Action Settlement and Incorporated Brief in Support [ECF No. \_\_\_\_] for consideration of whether the Settlement<sup>1</sup> reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form be approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for Preliminary Approval; the proposed Settlement Class should be preliminarily certified; and the proposed Notice Program, Notices, Claims

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<sup>1</sup> All capitalized terms used herein shall have the same definitions as those in Section II of the Amended Settlement Agreement, attached to the Amended Motion for Preliminary Approval as *Exhibit A*.

Process, and Claim Form approved. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

**Provisional Certification of the Settlement Class**

1. The Court provisionally certifies the following Settlement Class for settlement purposes only, finding it is likely to certify it at the final approval stage:

All living individuals residing in the United States who were identified by Doxim and who were sent notice by Doxim or Doxim's Credit Union Clients that their Private Information was impacted in the Data Incident.

Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendants; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (c) any Settlement Class Member who timely and validly opts-out of the Settlement; and (d) any individual who timely and validly opts-out of the Settlement.

2. The Court has subject matter jurisdiction. Specifically, the Court finds that the Parties are minimally diverse, there are more than 100 members of the Settlement Class, and the amount in controversy exceeds \$5,000,000 exclusive of interest and costs, as required by 28 U.S.C. § 1332. The Court also has personal jurisdiction over the Parties and the Settlement Class.

3. The Court determines that for settlement purposes only the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all members is

impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate to represent the Settlement Class.

4. Plaintiffs Jonathan McKinley, Bruce Narolis, Rose McNichols, Alex Polawski, Brian Satterwhite, and Thomas Wardrop are designated and appointed as the Class Representatives.

5. Jeff Ostrow of Kopelowitz Ostrow P.A., E. Powell Miller of The Miller Law Firm, P.C., Mariya Weekes of Milberg, PLLC, and Bryan L. Bleichner of Chestnut Cambronne P.A. are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds these counsel are experienced and will adequately protect the interests of the Settlement Class.

#### **Preliminary Approval of the Proposed Settlement**

6. Upon preliminary review, pursuant to Fed. R. Civ. P. 23(e)(2), and the factors set forth in *Int'l Union, United Auto., Aerospace & Agr. Implement Workers of Am. ("UAW") v. Gen. Motors Corp.*, 497 F.3d 615 (6th Cir. 2007), the Court finds

the proposed Settlement is likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing, otherwise meets the criteria for approval, and warrants issuance of Notice to the Settlement Class. Accordingly, the proposed Settlement is preliminarily approved.

### **Final Approval Hearing**

7. A Final Approval Hearing shall take place before the Honorable Terrence G. Berg on \_\_\_\_\_, 2026, at \_\_:\_\_ a.m./p.m. in Courtroom 709 of the Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd., Detroit, MI 48226 to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable, and adequate and, in accordance with the Settlement's terms, all claims in the Complaint should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) the Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The hearing may be re-

scheduled without further notice to the Settlement Class. Any changes in the date or time will be posted on the Settlement Website.

8. Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards of up to \$2,500.00 per Class Representative to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

9. Class Counsel shall file the Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards no later than 45 days before the initial scheduled Final Approval Hearing date. At the Final Approval Hearing, the Court will hear argument on Class Counsel's request for attorneys' fees, costs, and Service Awards.

10. Any Settlement Class Member who has not timely and properly opted out from the Settlement in the manner described below, may appear at the Final Approval Hearing in-person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement. However, no Settlement Class Member who has elected to opt-out from the Settlement shall be entitled to object or otherwise appear. Further, no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements set

forth in this Preliminary Approval Order pertaining to objections, which are described below.

### **Settlement Administration**

11. Epiq Class Action & Claims Solutions, Inc. is appointed as the Settlement Administrator, with responsibility for handling the Notice Program and overseeing the Claim Process. All Settlement Administration Costs incurred by the Settlement Administrator will be paid out of the Settlement Fund, as provided in the Settlement.

### **Notice to the Settlement Class**

12. The Notice, including the Postcard Notice and Long Notice Form, along with the Claim Form, attached as exhibits to the Amended Settlement Agreement, satisfy the requirements of Federal Rule of Civil Procedure 23 and due process, and thus are approved. Non-material modifications to the Notices and Claim Form may be made by written agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program and to perform all other tasks that the Settlement requires.

13. The Court finds that the form, content, and method of the Notices: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed

Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

### **Opting Out of the Settlement Class**

14. Any Settlement Class Member who wishes to opt out of the Settlement must submit a written notification of such intent either electronically or by United States mail to the designated address established by the Settlement Administrator, postmarked no later than the Opt-Out Deadline, which is 30 days before the initial scheduled Final Approval Hearing date. The opt-out request must include the requestor's name, address, telephone number, and email address (if any), and include a written request to opt out of the Settlement Class. The opt-out request must include a wet ink signature personally signed by the individual seeking to opt out. Electronic signatures are prohibited. Any Settlement Class Member who does not submit a valid and timely request to opt out in the manner described herein shall be bound by the Settlement, including all Releases, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

15. Settlement Class Members cannot opt-out by telephone or email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members, where an opt-out has not been signed by each and every individual Settlement Class Member, will not be allowed.

16. All Settlement Class members who submit valid and timely requests to opt-out of the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

### **Objecting to the Settlement**

17. A Settlement Class Member who complies with the requirements of this Preliminary Approval Order and the Agreement may object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards.

18. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class member shall be received and considered by the Court, unless a written objection is submitted to the Court before the Objection Deadline, which shall be 30 days before the initial scheduled Final Approval Hearing date. For the objection to be considered by the Court, the written objection must include:

- a. the objector’s full name, mailing address, telephone number, and email address (if any);

- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the name of the case, the case number, and the name of the court in which the objector has made any objection within the last five years;
- d. the identity of all counsel (if any) who represent the objector;
- e. whether the objector and/or objector's counsel will personally appear at the Final Approval Hearing;
- f. a list of all persons who will be asked to testify at the Final Approval Hearing in support of the objection (if any); and
- g. the objector's wet ink signature, which must be personally signed by the objector (an attorney's signature is not sufficient). Electronic signatures are prohibited.

19. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator, at the addresses listed on the Long Form Notice and which will also appear on the Settlement Website.

20. Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Preliminary Approval Order by appeal or any other means.

**Claims Process and Distribution Plan**

21. The Settlement establishes a Claim Process for assessing and determining the validity and value of Claims and a methodology for paying Settlement Class Members that submit a Valid Claim. The Court preliminarily approves this process.

22. Settlement Class Members that qualify for and wish to submit a Claim shall do so in accordance with the requirements and procedures specified in the Settlement, including the requirements and procedures in the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for Settlement Class Member Benefits, but who fail to submit a Claim in accordance with the requirements and procedures specified in the Settlement, including the Claim Form requirements, shall be forever barred from receiving any of the Settlement Class Member Benefits. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement, including the Releases, the Final Approval Order, and final judgment.

**Termination of the Settlement and Use of this Order**

23. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Preliminary Approval Order, if the Settlement is not finally approved by the Court, the

Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

24. If the Settlement is not finally approved by the Court, the Settlement is terminated in accordance with its terms, or there is no Effective Date, then this Preliminary Approval Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendants or Doxim's Credit Union Clients of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims he or she may have in this Action or in any other lawsuit.

#### **Stay of Proceedings**

25. Except as necessary to effectuate this Preliminary Approval Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and

judgment, or until further order of this Court.

26. Upon entry of this Order, with the exception of Class Counsel's, Defendant's Counsel's, Defendant's, and the Class Representatives' implementation of the Settlement and the approval process in this Action, all Settlement Class Members shall be provisionally enjoined and barred from asserting any claims or continuing any litigation against Defendants or Doxim's Credit Union Clients and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as to whether to grant Final Approval of the Settlement

**Adjournment or Continuance of Final Approval Hearing**

27. The Court, at its direction, may adjourn or continue the Final Approval Hearing date without further written notice to the Settlement Class. If the Court does so, the new date shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website.

**Jurisdiction Pending Settlement Approval**

28. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved

herein and the related orders of this Court.

**Summary of Deadlines**

29. The Settlement, as preliminarily approved, shall be administered according to its terms pending the Final Approval Hearing. The Court hereby sets the following schedule of events:

EVENT	DATE
Deadline to commence Notice Program	Within 45 days following the Preliminary Approval Order
Deadline to complete Notice Program	45 days before the initial scheduled Final Approval Hearing date
Deadline for filing Motion for Final Approval and Application for Attorneys’ Fees, Costs, and Service Awards	45 days before the initial scheduled Final Approval Hearing date
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing date
Objection Deadline	30 days before the initial scheduled Final Approval Hearing date
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing date
Final Approval Hearing	_____, 2026, at __:___ <b>a.m./p.m. in Courtroom 709</b>

IT IS SO ORDERED on \_\_\_\_\_, 2026.

\_\_\_\_\_  
HON. TERRENCE G. BERG  
UNITED STATES DISTRICT JUDGE

# Exhibit 5

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

IN RE DOXIM, INC. DATA  
SECURITY INCIDENT LITIGATION

Case No. 2:24-cv-11550

Hon. Terrence G. Berg

**[PROPOSED] FINAL APPROVAL ORDER GRANTING  
PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT AND APPLICATION FOR  
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

WHEREAS, Plaintiffs submitted to the Court an Unopposed Motion for Final Approval of Class Settlement Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards [ECF No. \_\_\_];

WHEREAS, on \_\_\_\_\_, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs as Class Representatives; (4) appointed Jeff Ostrow of Kopelowitz Ostrow P.A., E. Powell Miller of The Miller Law Firm, P.C., Mariya Weekes of Milberg, PLLC, and Bryan L. Bleichner of Chestnut Cambronne PA as Class Counsel; (5) appointed Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process

and Claim Form; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Postcard Notice and the Long Form Notice was available to Settlement Class Members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, a notice of settlement was timely mailed to governmental entities as provided for under 28 U.S.C. § 1715;

WHEREAS, on \_\_\_\_\_, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider the Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

**IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

2. This Final Approval Order incorporates herein the definitions from Section II of the Settlement Agreement and Releases, attached as Exhibit A to the

Motion for Final Approval.

3. The Notice provided to the Settlement Class was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all other applicable law and rules. The Claim Process is also fair, and the Claim Form is easily understandable.

4. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the Federal Rule of Civil Procedure 23(e)(2) factors and the Sixth Circuit's traditional factors in *Int'l Union, United Auto., Aerospace & Agr. Implement Workers of Am. ("UAW") v. Gen. Motors Corp.*, 497 F.3d 615 (6th Cir. 2007), highlighted by evidence that: (a) there was no fraud or collusion in negotiating the Settlement with the assistance of a qualified mediator; (b) the complexity, expense, and likely duration of the litigation; (c) the stage of the proceedings and amount of discovery completed; (d) the risks of establishing liability, damages, and maintaining the class action through trial; (e) the reaction of the Settlement Class to the Settlement; (f) Class Counsel's and the Class Representatives' supporting opinions about the Settlement; and (g) the public interest in approving the Settlement. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately

evaluate and consider their positions.

5. In finding the Settlement fair, reasonable, and adequate, the Court has also considered the opinion of competent counsel, as well as the indication of an overwhelming positive reaction from the Settlement Class given the total number of Claims made, that there were \_\_\_ objection(s) to the Settlement filed, and that only \_\_\_ opt-outs were submitted. A list of the individuals who have opted-out of the Settlement is attached hereto as *Exhibit A*. Those individuals will not be bound by the Agreement and Releases contained therein.

6. Based on the information presented to the Court, the Claim Process has proceeded consistent with the Agreement and the Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Settlement Class Member Benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

7. The allocation and distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

8. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

9. Because the Court grants Final Approval of the Settlement set forth in

the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

10. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

11. The appointment of Plaintiffs as Class Representatives is affirmed.

12. The appointment of Jeff Ostrow of Kopelowitz Ostrow P.A., E. Powell Miller of The Miller Law Firm, P.C., Mariya Weekes of Milberg, PLLC, and Bryan L. Bleichner of Chestnut Cambronne PA as Class Counsel is affirmed.

13. The Court appointment of Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator is affirmed.

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3) for only the purposes of the Settlement in that (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other

available methods for the fair and efficient adjudication of the controversy.

15. Therefore, the Court finally certifies the following Settlement Class:

All living individuals residing in the United States who were identified by Doxim and who were sent notice by Doxim or Doxim's Credit Union Clients that their Private Information was impacted in the Data Incident.

Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendants; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; (c) any Settlement Class Member who timely and validly opts-out of the Settlement; and (d) any individual who timely and validly opts-out of the Settlement.

16. Judgment shall be, and hereby is, entered dismissing the Action with prejudice.

17. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims.

18. In consideration for this Agreement and the consideration set forth therein, the Releasing Parties hereby release the Released Parties from the Released Claims.

19. If, consistent with the plan of distribution set forth in the Settlement,

there are funds remaining in the Settlement Fund 20 days following the 180-day check negotiation period, any remaining funds shall be distributed to \_\_\_\_\_, which the Court approves as the *cy pres* recipient.

20. Pursuant to Federal Rule of Civil Procedure 23(h), settlement Class Counsel is awarded \$\_\_\_\_\_ for Attorneys' Fees and \$\_\_\_\_\_ for costs. These payments shall be made out of the Settlement Fund in accordance with the Agreement. Class Counsel have sole responsibility, within Class Counsel's discretion, to allocate and distribute attorneys' fees among Plaintiffs' counsel. The Court evaluated Class Counsel's request applying the percentage of the common fund method and concludes that amount is within the range of reason.

21. The Class Representatives are each awarded \$\_\_\_\_\_ Service Awards. The Service Awards shall be payable out of the Settlement Fund in accordance with the Agreement.

22. Plaintiffs and all Settlement Class members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

23. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions to the Settlement Class

Members; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

24. If the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*.

25. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Federal Rules of Civil Procedure 58.

IT IS SO ORDERED on \_\_\_\_\_, 2026.

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TERRENCE G. BERG  
UNITED STATES DISTRICT JUDGE

**EXHIBIT A**

**Opt-Out List**

(to be completed before Final Approval Hearing)

- 1.
- 2.