

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re 700Credit Data Security Litigation.

Case No. 25-cv-13747

Hon. Robert J. White

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, individually and on behalf of the Settlement Class, and Defendant, as of the date last signed 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. Procedural History²

1. Defendant is the nation's largest provider of credit reports, soft pull credit data, identity verification, fraud detection, and compliance solutions for businesses that own and operate automotive, RV, powersports, and marine dealerships.

2. In the ordinary course of operating their dealerships, Defendant's Clients collect Private Information pertaining to their customers. In turn, in the process of utilizing Defendant's services, Defendant's Clients entrust Defendant with their customers' Private Information.

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

² This Settlement Agreement is submitted pursuant to Federal Rule of Evidence 408. An integral part of the settlement process is the understanding and agreement of all parties that the entire settlement process is confidential and that all statements made during the course of settlement process are inadmissible for any purpose in any legal proceeding, including but not limited to Federal Rule of Evidence 408 and 28 U.S.C. 652. None of the statements in this Settlement Agreement are admissible for any purpose, including impeachment, notwithstanding any applicable federal or state statute, rule, or common law provisions to the contrary.

3. On October 25, 2025, cybercriminals gained access to Defendant's web application—700Dealer.com—using compromised credentials and acquired the Private Information of approximately 5.8 million of Defendant's Clients' customers a/k/a the Settlement Class.

4. On or about December 22, 2025, Defendant began sending letters to the Settlement Class notifying them that their Private Information may have been impacted.

5. On November 24, 2025, Plaintiff Patricia Young filed a complaint against the Defendant seeking to represent a nationwide class of individuals consisting of all those whose Private Information was potentially impacted in the Data Incident.

6. On December 3, 2025, Tenille Green filed a second class action, likewise seeking to represent a nationwide class of individuals.

7. On December 3, 2025, Plaintiff Young and Tenille Green jointly moved to consolidate the two actions and to appoint Jeff Ostrow, Gary Klinger, and E. Powell Miller as interim class counsel.

8. Thereafter, several related actions were filed against Defendant. Plaintiffs in those actions filed notices in support of the pending motion to consolidate and to appoint lead counsel.

9. On January 6, 2026, following an off-the-record status conference held on December 29, 2025, the Court entered an order granting consolidation and appointing the requested counsel as interim lead class counsel.

10. On February 10, 2026, the Court entered an order consolidating additional related cases.

11. Thereafter, Class Counsel and Defendant's Counsel began discussing the prospect of early resolution. Although the Parties were unsure whether settlement was in their best interest

at that time, they scheduled a mediation with experienced class action mediator and former United States District Judge, Wayne Andersen.

12. Plaintiffs filed their Consolidated Complaint in this Action on March 13, 2026.

13. In advance of mediation, Plaintiffs requested and Defendant produced informal discovery requests related to liability and damages, including, but not limited to, the number of individuals impacted by the Data Incident, the categories of Private Information involved, and the security enhancements implemented since the Data Incident to better protect its computer systems from future incidents. The Parties also exchanged detailed Mediation Statements outlining their positions with respect to liability, damages, and settlement.

14. The mediation took place in-person on April 2, 2026, in Miami, Florida. Although the Parties mediated for a full day, they were unable to reach a settlement. However, over the next few days, the Parties continued negotiating with the assistance of the mediator. The Parties ultimately reached an agreement on April 8, 2026.

15. The Parties now agree to settle the Action entirely, without any admission by the Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or 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 other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims 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, Defendant, 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 above-captioned consolidated action, *In re 700 Credit Data Security Litigation*, Case No. 25-cv-13747 (E.D. Mich).

17. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Settlement Agreement, including all exhibits, between Plaintiffs and Defendant.

18. The conjunctions “**and**” and “**or**” shall be interpreted in every instance in the broadest extent possible, both conjunctively and disjunctively, in order to fully encapsulate all possibilities, alternatives, and similarities.

19. “**Application for Attorneys’ Fees, Costs, and Service Awards**” means the application made by Plaintiffs with the Motion for Final Approval seeking attorneys’ fees, costs, and Service Awards.

20. “**CAFA Notice**” means 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.

21. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who elected to submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

22. “**Cash Payment A – Documented Losses**” means the cash compensation of up to \$2,500.00 that Settlement Class Members with documented losses may elect under the Settlement.

23. “**Cash Payment B – Alternate Cash**” means the cash compensation in the estimated amount of \$50.00 that Settlement Class Members may elect under the Settlement.

24. “**Claim Form**” means the proof of claim, substantially in the form attached hereto as *Exhibit 4*, which may be modified as necessary, subject to the Parties’ approval.

25. “**Claim Form Deadline**” shall be 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 an individual who submits a Claim Form.

27. “**Claim Process**” means the process by which Claimants submit Claims to the Settlement Administrator and by which the Settlement Administrator determines which Claims are Valid Claims.

28. “**Class Counsel**” means: Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and E. Powell Miller of The Miller Law Firm P.C.

29. “**Class List**” is the class list provided by Defendant to the Settlement Administrator. The Class List shall include the Settlement Class members’ names, physical addresses, and email addresses (if available).

30. “**Class Representatives**” means the Plaintiffs the Court approves to serve as representatives on behalf of the Settlement Class.

31. “**Complaint**” or “**Consolidated Complaint**” means the operative consolidated complaint filed in this Action on March 13, 2026.

32. “**Court**” means the United States District Court for the Eastern District of Michigan, and the Judge(s) assigned to the Action.

33. “**Credit Monitoring**” means the two years of credit monitoring that all Settlement Class Members will automatically receive as a benefit under the Settlement.

34. “**Data Incident**” means the unauthorized access to or acquisition of the Private Information that Defendant discovered on or around October 25, 2025, resulting from the infiltration of Defendant’s web application.

35. “**Defendant**” means 700Credit, LLC, the defendant in the Action.

36. “**Defendant’s Clients**” means all the dealerships that do business with Defendant who provided their customers’ Private Information to Defendant.

37. “**Defendant’s Counsel**” means Daniel V. Barnett and Claudia Rast of Butzel Long, P.C.

38. “**Effective Date**” means the day after the last of:

- a. Entry of the Final Approval Order,
- b. Provided there is an objection, the expiration of the time for appeal of the Final Approval Order; or
- c. If an appeal is taken, the affirmance of the dismissals and the Final Approval Order in their entirety, without modification, by the court of last resort to which an appeal may be taken.

39. “**Email Notice**” means the email form of Notice of the Settlement, if email addresses are maintained by the Defendant or as identified by the Settlement Administrator, substantially in the form attached hereto as *Exhibit 1*, and that will be distributed to Settlement Class Members.

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

41. “**Final Approval**” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached hereto as *Exhibit 6*.

42. “**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.

43. “**Final Approval Order**” means the final order the Court enters granting Final Approval of the Settlement, and dismissing the Action with prejudice as to the Settlement Class, substantially in the form attached hereto as *Exhibit 6*. The Final Approval Order also includes the orders, which may be entered separately, determining the amount of approved Attorneys’ Fees, Costs, and Service Awards, subject to ¶ 110, below.

44. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit 3*, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail upon request to the Settlement Administrator.

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

46. “**Motion for Preliminary Approval**” means the motion that Plaintiffs and Class Counsel shall file with the court seeking Preliminary Approval of the Settlement.

47. “**Net Settlement Fund**” means the amount of the Settlement Fund following payment of Settlement Administration Costs, and any attorneys’ fees, costs, and Service Awards.

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

49. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and may consist of Email Notice, Postcard Notice, Long Form Notice, along with the Settlement Website and the Settlement telephone number.

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

51. “**Objection Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may object to the Settlement.

52. “**Opt-Out Deadline**” means 30 days before the initial scheduled Final Approval Hearing and is the last date by which Settlement Class Members may opt-out of the Settlement.

53. “**Party**” means each of the Plaintiffs and Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

54. “**Plaintiffs**” means Patricia Young, Jeffrey Couron, Richard Blocker, James Bittinger, Ronnell Cousar, Richard Foxwell, Michelle Sands, Keir Milan, Michael Miller, and Elton Neal, the plaintiffs in the Action.

55. “**Private Information**” means all Settlement Class Members’ personally identifiable information and private health information accessed or alleged to be accessed during the Data Incident, including but not limited to one or more of the following: their names, addresses, dates of birth, and Social Security numbers.

56. “**Postcard Notice**” means the postcard notice of the Settlement, substantially in the

form attached hereto as *Exhibit 2*, that the Settlement Administrator may disseminate to Settlement Class members by mail.

57. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form attached hereto as *Exhibit 5*.

58. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as *Exhibit 5*.

59. “**Releases**” means the releases and waivers set forth in Section XIII of this Agreement.

60. “**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, attorneys’ fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory law, 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 Data Incident.

61. “**Released Parties**” means Defendant, Defendant’s Clients and each of their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, employees, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees. For the avoidance of doubt, this list is meant to be read as

broadly as the law will allow, with the intention of fully releasing Defendant and Defendant's Clients as well as those related to Defendant and Defendant's Clients. The exclusion of a term does not mean such a term is meant to be included; rather, this release should be construed in the broadest sense possible.

62. **"Releasing Parties"** means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

63. **"Service Awards"** means the monetary compensation the Court may approve for the Plaintiffs for serving as Class Representatives.

64. **"Settlement Administrator"** means Epiq Class Action Claims & Solutions, Inc. or Epiq.

65. **"Settlement Administration Costs"** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

66. **"Settlement Class"** means all living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) all Settlement Class Members who properly and timely opt-out of the Settlement.

67. **"Settlement Class Member"** means any member of the Settlement Class.

68. **"Settlement Class Member Benefit"** means the Credit Monitoring and Cash

Payment as elected by Settlement Class Members.

69. “**Settlement Fund**” means the non-reversionary all cash \$17,500,000 fund that Defendant is obligated to fund or cause to be funded pursuant to Section III herein.

70. “**Settlement Website**” means the website the Settlement Administrator will establish as a means for 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, 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 at least six months after Final Approval.

71. “**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 by a Settlement Class Member with all of the information requested in the Claim Form; (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

72. Within 10 days of Preliminary Approval, Defendant shall fund or cause to be funded \$17,500,000 to establish the Settlement Fund. In the event there is no Final Approval, or the

Effective Date does not occur, following the payment of any outstanding Settlement Administration Costs, all funds remaining in the Settlement Fund shall be returned to the Defendant. In no event shall Defendant be required to pay more than the \$17,500,000 described herein.

73. The Settlement Fund shall be used to pay: (1) all Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims; (2) all Settlement Administration Costs; and (3) any Attorneys' Fees, Costs, and Service Awards approved by the Court.

74. 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. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. 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 Defendant, Defendant's 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. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes related to the Escrow Amount or Settlement Fund. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

IV. Certification of the Settlement Class

75. In the Motion for Preliminary Approval, Plaintiffs shall propose and request to the

Court that the Settlement Class be certified for Settlement purposes only. Defendant agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued or if, for any reason, the Final Approval Order is overturned or otherwise rendered inoperable, then any certification shall be null and void and, for the avoidance of doubt, Defendant shall retain all rights to object to any future requests to certify a class. The certification shall be null and void if it is vacated or otherwise not approved on appeal. In either event, 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 Class Member Benefits

76. Settlement Class Members must submit a Claim Form for a Cash Payment. They may choose either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. All Settlement Class Members will also automatically, without having to file a Claim Form, receive two years of Credit Monitoring. All Cash Payments will be subject to a *pro rata* (a) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or (b) decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first to pay for Credit Monitoring, then for Cash Payment A – Documented Losses, and then to all those who elect Cash Payment B – Alternate Cash. Any *pro rata* increases or decreases will be on an equal percentage basis. If a Settlement Class Member does not submit a Valid Claim, the Settlement Class Member will release his or her claims without receiving a Settlement Class Member Benefit.

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

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$2,500.00. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documented losses related to the Data Incident as a result of fraud and/or identity theft. Settlement Class Members will be required to submit reasonable documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party or the Settlement Class Member supporting a claim for expenses paid. Documented losses are limited to amounts paid or liabilities incurred to an unrelated third-party. Non-exhaustive examples of reasonable documentation include telephone records, correspondence including emails, or receipts that document the work or services of a third party unrelated to a Settlement Class Member in restoring or securing the Private Information of the Settlement Class Member. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant 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 rejected and the Settlement Class Member's Claim will be as if he or she elected Cash Payment B.

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

As an alternative to Cash Payment A above, a Settlement Class Member may elect to receive Cash Payment B, which is a cash payment in the estimated amount of \$50.00. The exact amount of the payment will be based on the total of all Valid Claims for Cash Payment B and the amount remaining in the Settlement Fund after payment of Settlement Administration Costs, Attorneys' Fees, Costs, Service Awards, Credit Monitoring, and Cash Payment A – Documented Losses Claims.

c. **Credit Monitoring**

In addition to Cash Payment A or Cash Payment B, all Settlement Class Members will automatically receive a code to activate two years of credit monitoring with one credit bureau. The codes will be on the Notices sent to Settlement Class Members with instructions that the codes may be activated following the Effective Date by those Settlement Class Members who do not opt-out of the Settlement.

VI. Settlement Approval

77. Plaintiffs' 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 and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Epiq as the Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Jeff Ostrow, Gary Klinger, and E. Powell Miller as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the

Parties, Class Counsel, and Defendant's Counsel.

VII. Settlement Administrator

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

79. 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, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

80. The Settlement Administrator's duties include the following:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Email Notice, and Postcard Notice, if necessary, and sending out Long Form Notices and paper Claim Forms upon 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;
- b. Establishing and maintaining the Settlement Fund and the Escrow Account;
- c. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;
- d. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

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

f. Responding to any mailed Settlement Class Member inquiries;

g. Processing all opt-out requests from the Settlement Class;

h. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notice of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

i. In advance of the Final Approval Hearing, preparing 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, including the value of all Claims for Cash Payment A and the number of Claims for Cash Payment B, and 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;

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

k. Ensuring the Notices contain the Credit Monitoring activation codes and that those codes are activated following the Effective Date;

l. Paying Court-approved attorneys' fees, costs, and Service Awards out of the

Settlement Fund;

m. Paying Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel;

n. Determining whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim pursuant to Section IX herein; and

o. Any other Settlement administration function at the instruction of Class Counsel and Defendant.

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

81. Defendant will provide the Settlement Administrator with the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary, Defendant will cooperate with updating the Class List to accomplish the Notice Program.

82. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using Email Notice, Postcard Notice, and Long Form Notice approved by the Court.

83. The Settlement Administrator will take the Class List and conduct a reverse lookup of their addresses to obtain email addresses. Those Settlement Class Members for which email addresses were identified will be sent Email Notice. All other Settlement Class Members will be sent a Postcard Notice. Settlement Class Members whose Email Notice “bounces back” will receive a Postcard Notice. The Settlement Administrator will attempt to find better addresses for those Settlement Class Members whose Postcard Notice was returned or undeliverable. To the extent better addresses are identified, those Settlement Class Members will be sent a second Postcard Notice.

84. The Notices shall include, among other information: (a) a description of the

material terms of the Settlement; (b) how to submit a Claim Form; (c) the Claim Form Deadline; (d) the Opt-out Deadline, which is the last day for Settlement Class members to opt-out of the Settlement Class; (e) the Objection Deadline which is the last day for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (f) the Final Approval Hearing date; and (g) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notices 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. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

85. The Long Form Notice will include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. Members of the Settlement Class may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Mass or class requests to opt-out 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. Any Settlement Class Member who does not individually, 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.

86. The Long Form Notice shall also include a procedure for Settlement Class Members to object to the Settlement or the Application for Attorneys' Fees, Costs, and Service Awards and the Email Notice and Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be sent to the Clerk of Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator.

87. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline, as specified in the Notice, and the Settlement Class Member must not have opted-out of the Settlement Class. Objections submitted by mail must be postmarked on the envelope no later than the last day of the Objection Deadline. If submitted by private commercial courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

88. 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 number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;

e. the number of times in which the objector's counsel and counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection, and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

f. whether the objector and or objector's counsel will appear at the Final Approval Hearing;

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

h. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

i. the objector's signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding written discovery.

89. Failure to comply with the objection requirements herein, or in the Long Form Notice, or in the Court's Preliminary Approval Order will result in the objection being overruled on procedural grounds alone, without consideration of its merit.

90. 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 online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

91. The Notice Program shall be completed in its entirety no later than 45 days before the original date set for the Final Approval Hearing.

IX. Claim Process and Disbursement of Cash Payments and Credit Monitoring

92. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

93. 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.

94. 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.

95. 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. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

96. 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.

97. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator, and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, 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. If a Notice of Deficiency is sent, the Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member 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 Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

98. 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.

99. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have 15 days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication;
- b. A request for additional information by sending a Notice of Deficiency shall

not be considered a denial for purposes of this paragraph;

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants; and

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

100. 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 or Defendant's Counsel. Additionally, Class Counsel and Defendant's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

101. No person or entity shall have any claim against Defendant, Defendant's 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.

102. No later than 75 days after Final Approval or 30 days after the Effective Date, whichever is later, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

103. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. Settlement Class Members will select their form of payment on their Claim Form. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Paper checks must be negotiated within 90 days of issuance. In the

event the Settlement Administrator is unable to distribute funds to the Settlement Class Members entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall become residual funds, and such Settlement Class Members shall forfeit their entitlement right to the funds.

104. In the event there are funds remaining in the Settlement Fund 150 days following the date Settlement Class Members are sent paper checks, said funds attributable to unclaimed and undeliverable funds shall be treated as residual funds as described in Section XII.

105. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include information on how to enroll in the Credit Monitoring, including the activation code.

X. Final Approval Order and Final Judgment

106. 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 original date set for the 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 will also 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 requirements listed in this Agreement.

107. 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 the completed Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing 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 Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Attorneys' Fees, Costs, and Service Awards

108. ***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 costs. The attorneys' fees and cost 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 10 days of the Effective Date. Class Counsel shall be responsible for allocating and distributing attorneys' fees among all Plaintiffs' counsel.

109. ***Service Awards*** – Class Counsel shall apply to the Court for Service Awards for the Class Representatives of up to \$3,000.00 each. The Service Awards approved by the Court shall

be paid by the Settlement Administrator out of the Settlement Fund directly to the Class Representatives within 10 days of the Effective Date.

110. Attorneys' Fees, Costs, and Service Awards were not negotiated by the Parties until all other material terms of the Settlement had been determined. This Settlement is not contingent on approval of the request for Attorneys' Fees, Costs, and Service Awards and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force.

XII. Disposition of Residual Funds

111. In the event there are funds remaining in the Settlement Fund 240 days following the date Settlement Class Members are sent an email to select their form of payment, any residual shall be distributed to the Judson Center Inc., 30301 Northwestern Highway, Suite 100, Farmington Hills, Michigan 48334, to be approved by the Court.

XIII. Releases

112. Upon 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 all Released Parties from any and all Released Claims.

113. The Releasing Parties expressly waive all rights under California Civil Code section 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 also waive the provisions, rights, and remedies of any law(s), including, without limitation, state, federal, or local laws, that are comparable in effect to California Civil Code section 1542 (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). 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, based on any of the Released Claims.

114. Settlement Class Members who opt-out of the Settlement prior to the Opt-Out Deadline do not release their claims arising out of related to the Data Incident and will not obtain any of the Settlement Class Member Benefits under the Settlement.

115. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; 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 all Released Claims, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

116. The power to enforce any term of this Settlement is not affected by the releases in this section.

XIV. Termination of Settlement

117. This Agreement shall be subject to and is expressly conditioned on the occurrence of all 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.

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

119. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement, and the Parties shall jointly file a status report in the Court seeking to reopen the Action and all papers filed. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

120. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to the Defendant as described hereinabove. However, Defendant shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid or incurred.

XV. Effect of Termination

121. 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, Defendant's, and Defendant's 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, the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

122. 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.

123. Further, no evidentiary or documentary productions that were prepared or produced for purposes of mediation or negotiations between the Parties shall be allowed to be used by either Party, and each Party shall immediately destroy all copies, hard and electronic, of any such evidence or documents. Notwithstanding the foregoing, nothing herein shall prevent the Parties from obtaining lawful discovery on any such production; however, the prior production shall not be used by either Party as a means to obtain such evidence or documents through the discovery process.

XVI. No Admission of Liability

124. 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. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has 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.

125. 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 discovery, and conducted 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.

126. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any Party of any fault, liability, or wrongdoing of any kind whatsoever.

127. 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 Settlement Class Members, 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.

128. In addition to any other defenses Defendant 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

129. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Agreement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to affect the Settlement.

130. ***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.

131. ***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.

132. ***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.

133. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

134. ***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.

135. ***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.

136. ***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.

137. ***Counterparts and Electronic Signatures.*** 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. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original. Signatures may be made by electronic signatures, which will have the same force and effect as though signed in hand.

138. ***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.

139. *Notices.* All notices provided for herein shall be sent by email, with a hard copy sent by overnight mail 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

Gary Klinger
Milberg PLLC
227 West Monroe Street, Ste. 2100
Chicago, IL 60606
gklinger@milberg.com

E. Powell Miller
The Miller Law Firm, P.C.
950 W. University Dr., Ste 300
Rochester, MI 48307
epm@millerlawpc.com

If to Defendant or Defendant's Counsel:

Daniel V. Barnett
Butzel Long, P.C.
300 Ottawa Avenue, Ste. 620
Grand Rapids, MI 49502
barnett@butzel.com

For the avoidance of doubt, both electronic and hard copies of the notices are required. 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 because of the Notice Program.

140. ***Modification and Amendment.*** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendant's Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court.

141. ***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.

142. ***Authority.*** 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 terms and provisions of this Agreement.

143. ***Agreement Mutually Prepared.*** Neither Plaintiffs nor Defendant shall be considered 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.

144. ***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, such discovery 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.


145. ***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.

Signatures on the following page


CLASS COUNSEL (On Behalf of the Plaintiffs)


Jeffrey Ostrow (May 27, 2026 16:38:04 EDT)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.


Gary Klinger (May 27, 2026 15:42:25 CDT)

GARY KLINGER
MILBERG PLLC



E. POWELL MILLER
THE MILLER LAW FIRM, P.C.

Dated: June 2, 2026

700CREDIT, LLC

By: **STEVEN LUYCKX**
Its President

COUNSEL FOR 700CREDIT, LLC

DANIEL V. BARNETT
BUTZEL LONG, P.C.

CLAUDIA RAST
BUTZEL LONG, P.C.

CLASS COUNSEL (On Behalf of the Plaintiffs)

JEFF OSTROW
KOPELOWITZ OSTROW P.A.

GARY KLINGER
MILBERG PLLC

E. POWELL MILLER
THE MILLER LAW FIRM, P.C.

700CREDIT, LLC

Steve Luyckx
Steve Luyckx (May 31, 2026 13:31:26 EDT)

By: Steve Luyckx
Its President

COUNSEL FOR 700CREDIT, LLC



DANIEL V. BARNETT
BUTZEL LONG, P.C.



CLAUDIA RAST
BUTZEL LONG, P.C.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$17.5M 700Credit Settlement Resolves Class Action Lawsuit Over October 2025 Data Breach](#)
