

APPENDIX I

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release (“Agreement”) is hereby entered into by and between the Class Representative, on behalf of himself and Settlement Class Members and, and Defendants MIB Group, Inc. and MIB, LLC, as those terms are defined herein.¹

This Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle all released rights and claims to the extent set forth below, subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, by the Litigation, the Class Representative asserted claims, including the Class Claims, against Defendants for actual, statutory, and punitive damages under the federal Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681g(a), 1681g(a)(2), 1681(i), and 1681e(b);

WHEREAS, the purpose of this Agreement is to settle the Class Claims of the Class Representative and the Class Claims of the Settlement Class Members under FCRA section 1681g(a)(2) as pled in Count II of the Complaint (ECF 1);

WHEREAS, counsel for the Parties have conducted an extensive investigation of the facts and claims alleged in the Litigation, including, but not limited to, reviewing documents and data;

WHEREAS, the Parties have engaged in extensive arms’-length negotiations by telephone and in-person conferences, as well as a mediation session with an experienced private mediator concerning the settlement of the Count II Class Claims; and

WHEREAS, Defendants have denied and continue to deny the Class Representative’s and the Class’s allegations or that it that it has committed any violations of law, including, without limitation, the FCRA, engaged in any wrongful acts alleged in the Complaint, or otherwise incurred any liability, and has maintained that it has a number of defenses to the Class Representative’s and Class’s claims. Defendants nevertheless desire to settle the Litigation on the terms and conditions set forth herein, solely for the purpose of avoiding the further expense, inconvenience and distraction of burdensome and protracted litigation and to obtain the release, order and judgment contemplated by the Agreement; and

WHEREAS, the Class Representative, Settlement Class and Defendants agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed as an admission of liability by, or used against Defendants for any purpose in any legal proceeding or as evidence of the merit or truth of the Class Representative’s or the Settlement Class’s allegations. Further, Defendants are not estopped from challenging any such claim not yet asserted in the Litigation if the Settlement is not finally approved; and

¹ Capitalized terms shall have the meaning and definitions set forth in Section 1 of this Agreement.

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery for the Class Representative and the Settlement Class, or might result in a recovery that is less favorable to the Class Representative and the Settlement Class, the Class Representative and Class Counsel are satisfied that the terms and conditions of the Settlement are fair, reasonable and adequate and that this Agreement is in the best interests of the Class Representative and the Settlement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth above and herein shall have the following meanings ascribed to them.

- (a) **“Agreement”** means this Class Settlement Agreement and Release.
- (b) **“CAFA”** means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715(a)-(d).
- (c) **“CAFA Notice”** means notice of this proposed settlement to the appropriate federal and state officials, as required by CAFA, which shall be prepared and mailed as provided for in Section 2(b) below and Section 5(g) below.
- (d) **“Count II Class Claims”** means the claim asserted in Count II in the Complaint in the Litigation (ECF 1).
- (e) **“Class Counsel”** means James A. Francis, John Soumilas, and Lauren KW Brennan of the law firm Francis Mailman Soumilas, P.C.
- (f) **“Class Representative”** means the named plaintiff, Daniel Michalski.
- (g) **“Court”** means the United States District Court for the District of Massachusetts, where the Litigation is currently pending.
- (h) **“Defendants”** means MIB Group, Inc., MIB Group Holdings, Inc., and MIB, LLC, or collectively, “MIB.”
- (i) **“Defendant’s Counsel”** means John J. O’Connor of the law firm Peabody & Arnold, LLP.
- (j) **“Effective Date”** means seven (7) calendar days after the entry of the Final Approval Order if no Notices of Objection are submitted, or if any Notices of Objection are submitted, seven (7) calendar days after the time in which to appeal the Final Approval Order to the First Circuit Court of Appeals has passed without any appeal having been filed.
- (k) **“Excluded Class Members”** means all individuals within the definition of “Settlement Class Members” who submit an Exclusion Request consistent with section 7 below.

(l) **“Exclusion Deadline”** means forty-five (45) calendar days after the date of the mailing of the Settlement Notice, as set forth in the Notice of Settlement and on the Settlement Website, by which all Exclusion Requests must be submitted.

(m) **“Exclusion Request”** means a request to be excluded from the Settlement Class consistent with section 7 below.

(n) **“FCRA”** means the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*

(o) **“Fee Petition”** means the petition or motion for an award of fees and costs submitted by Class Counsel as provided for in Section 9(a) below.

(p) **“Final Approval”** means the approval of the Agreement by the Court at or after the Final Approval Hearing, and entry on the Court’s docket of the Final Approval Order.

(q) **“Final Approval Hearing”** means the hearing at which the Court will consider arguments relating to deciding whether to grant final approval of the Settlement, and make such other rulings as are contemplated by this Agreement.

(r) **“Final Approval Motion”** means the motion that Plaintiff shall file seeking Final Approval.

(s) **“Final Approval Order”** means the final order and judgment entered by the Court giving Final Approval to the Settlement and dismissing with prejudice the claims of the Plaintiff and the Settlement Class and entering a judgment according to the terms set forth in this Agreement, in the form of Exhibit A hereto.

(t) **“Final Judgment”** shall have the same meaning as Final Approval Order.

(u) **“Litigation”** means the lawsuit filed by the Class Representative in the United States District Court for the District of Massachusetts, captioned *Michalski v. MIB Group, Inc., et al.* Case No. 1:24-cv-10227-DJC.

(v) **“Notice of Objection”** means an objection made by a Class Member to this Settlement by written notice of such objection postmarked by the Objection Deadline.

(w) **“Notice and Administration Expenses”** means the fees, costs, and expenses of the Settlement Administrator to carry out its obligations under this Agreement.

(x) **“Objection Deadline”** means the date forty-five (45) calendar days after the date of the sending of Settlement Notice, as set forth in the Notice of Settlement and on the Settlement Website, by which all objections must be submitted.

(y) **“Parties”** means the Class Representative and Defendants.

(z) **“Preliminary Approval”** means preliminary approval of the Agreement by the Court and approval of the Settlement Notice Plan and the Settlement Notice.

(aa) “Preliminary Approval Hearing” means any initial hearing held by the Court to consider preliminary approval of the Parties’ proposed Settlement.

(bb) “Preliminary Approval Motion” means the motion that Plaintiff shall file seeking Preliminary Approval.

(cc) “Preliminary Approval Order” or “Order Directing Notice” means the order entered by the Court granting Preliminary Approval in the form of Exhibit B hereto.

(dd) “Released Claims” means any and all claims asserted in the Complaint under 15 U.S.C. §1681g(a)(2).

(ee) “Released Parties” means MIB Group, Inc., MIB Group Holdings, Inc., and MIB, LLC and each of its owners, shareholders, unitholders, predecessors, successors and assigns; the past, present, and future, direct and indirect, and parents (including, without limitation, holding companies); and the past, present and future principals, trustees, partners, insurers, officers, directors, employees, advisors, attorneys, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above. Released Parties specifically exclude all service provider and/or vendor sources of information including but not limited to Milliman Intelliscript and ExamOne

(ff) “Settlement” means the agreement between the Class Representative, on behalf of himself and Settlement Class Members, and Defendants to fully, finally and forever settle and compromise her and the Count II Class Claims, as memorialized in this Agreement and the accompanying documents attached hereto.

(gg) “Settlement Administrator” means Apex Class Action, LLC

(hh) “Settlement Class” means all individuals with an address in the United States (including all territories and other political subdivisions of the United States) to whom Defendants provided a consumer file disclosure letter specifically including a record which references medical information from a service provider from January 29, 2022 through May 14, 2025.

(ii) “Settlement Class Members” means the individuals who make up the Settlement Class. MIB has represented that the Settlement Class consists of 10,886 consumers.

(jj) “Settlement Fund” means the Two Million Four Hundred Twenty Five Thousand Dollars and Zero Cents (\$2,425,000.00) non-reversionary common fund to be paid by Defendants pursuant to the Agreement.

(kk) “Settlement Notice” means the notice to be sent to the Settlement Class Members by the Settlement Administrator, pursuant to the terms of this Agreement and subject to the Court’s approval thereof, and in the form of Exhibit C and Exhibit D hereto, and the Long Form Notice which is Exhibit E hereto, or in another form agreed to by the Parties containing substantially the same information.

(ll) “Settlement Notice Plan” means the plan for sending the Settlement Notice as provided for in Section 6 below.

(mm) “USPS” means the United States Postal Service.

2. SCHEDULING OF HEARINGS AND MOTIONS

(a) On July 23, 2025, or on another date agreed to by the Parties and directed by the Court, Class Counsel shall file a Motion for Preliminary Approval and to Direct Notice to the Settlement Class

(b) The date of any Final Approval Hearing shall be scheduled no earlier than one hundred twenty (120) calendar days after the Court enters the Preliminary Approval Order.

(i) The Settlement Administrator shall mail the CAFA Notice within ten calendar days after Plaintiff files the Motion for Preliminary Approval, via First Class United States Mail, postage prepaid.

(A) Defendants shall prepare and provide a draft cover letter for the CAFA Notice to Class Counsel and the Settlement Administrator five (5) calendar days before the deadline for mailing such CAFA Notice. The Settlement Administrator shall prepare the exhibits to the cover letter, and identify the recipients of the CAFA Notice, in accordance with Section 4(f) below.

(B) On the day that it mails the CAFA Notice, the Settlement Administrator shall certify to Class Counsel and Defendants' Counsel that the CAFA Notice was mailed and to whom it was mailed.

(ii) Within five (5) calendar days of the time the Settlement Administrator mails the CAFA Notice, Defendants shall file a certification with the Court that the CAFA Notice has been served and upon whom it has been served.

(c) Class Counsel shall file the Final Approval Motion no later than fourteen (14) calendar days prior to the Final Approval Hearing, or within any other time set by the Court.

(d) Class Counsel shall file the Fee Petition no later than fourteen (14) calendar days prior to the Objection Deadline, or within any other time set by the Court.

(e) The Parties shall request that the hearing on the Fee Petition occur concurrently with the Final Approval Hearing.

3. PRACTICE CHANGES

The Parties have negotiated practice changes to be implemented by Defendants to identify the service provider and/or medical provider in responses to consumer disputes. Specifically, in response to consumer disputes regarding files that include medical information from a Service Provider, furnishers must and will be required to: (1) use reasonable efforts to identify the underlying medical provider(s) (e.g., physician, lab) if the original source was a Service Provider; and (2) if the underlying medical provider(s) is/are identified, include the name(s) of the provider(s) in their communication to the consumer after completing the reinvestigation process.

4. SETTLEMENT FUND

(a) Creation and allocation of the Settlement Fund

The two installment payments described in this Section shall constitute Defendants' sole financial obligation with respect to this Settlement.

Defendants shall create and pay to the Settlement Administrator a Settlement Fund in the amount of Two Million Four Hundred Twenty-Five Thousand Dollars and Zero Cents (\$2,425,000.00), in two installments as follows:

(i) First payment

The first payment into the Settlement Fund shall consist of the sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00), to be paid by Defendants to the Settlement Administrator within seven (7) calendar days after entry of the Preliminary Approval Order, to be used to pay Notice and Administration Expenses prior to the date of the Final Approval Hearing.

(ii) Second payment

The balance of the Settlement Fund, in the amount of Two Million Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$2,375,000.00) shall be paid by Defendants to the Settlement Administrator for deposit into the Settlement Fund within twenty (20) calendar days after the date of the Final Approval Order.

(b) Allocation of the Settlement Fund

The Settlement Fund shall be allocated as follows:

(i) Payments to Settlement Class Members

\$1,546,666.67 of the Settlement Fund shall be reserved for payments to Settlement Class Members. Within fourteen (14) calendar days of the Effective Date, the Settlement Administrator shall pay to each Settlement Class Member whose Settlement Notice is not returned as

undeliverable and who is not an Excluded Class Member, a pro rata share of this amount as calculated pursuant to Section 10(a) hereof.

(ii) Attorneys' Fees and Expenses

Within fourteen (14) calendar days of the Effective Date, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund reasonable attorneys' fees and expenses in the amount awarded by the Court. Any amount not awarded will be paid to the *cy pres* recipient pursuant to section 4(c) below.

(iii) Costs of Settlement Administration

Within fourteen (14) calendar days of the Settlement Administrator receipt of the second payment described in section 4(a)(ii) above, the Settlement Administrator may make a payment to itself for further Notice and Administration Expenses with the written approval of Class Counsel, consistent with any orders of the Court pertaining to such costs.

(iv) No reversion to Defendants

There shall be no reversion of any portion of the Settlement Fund to Defendants.

(c) *Cy pres* distribution

Any amounts remaining in the Settlement Fund after all other payments specified in this Agreement are made shall be distributed as a *cy pres* award. The *cy pres* recipient shall be a non-profit charitable organization whose goals are aligned with consumer interests and the funds shall be used for purposes of consumer credit education, counseling, advocacy, or financial literacy. The *cy pres* recipients shall be identified in connection with the Motion for Final Approval.

The Settlement Administrator is responsible for securing from the *cy pres* recipients wiring instructions, as well as all other information necessary to make the *cy pres* distributions.

The *cy pres* distribution shall occur not later than sixty (60) calendar days after the void date of the latest dated distribution to any Settlement Class Member.

5. RESPONSIBILITIES OF THE SETTLEMENT ADMINISTRATOR

(a) Information security

The Settlement Administrator shall ensure that the information that it receives from Defendants and Settlement Class Members is secured and managed in such a way as to protect its security and confidentiality. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from Defendants and members of the Settlement Class without the prior written consent of all Parties.

(b) Settlement website and toll-free telephone number

The Settlement Administrator shall create a settlement website to reflect the Settlement not later than ten (10) calendar days after entry of the Order Directing Notice, and to include in that website, among other things: the Agreement; the Preliminary Approval Motion, and the Preliminary Approval Order, the Long Form Notice in the form attached hereto as Exhibit E (as well as a Spanish language translation thereof).

Not later than ten (10) calendar days after entry of the Order Directing Notice, the Settlement Administrator shall establish a toll-free number for Settlement Class Members to call the Settlement Administrator with questions.

The website and the toll-free number shall be maintained while the Settlement Administrator is administering the Settlement. The internet address of the website and the toll-free number shall be included in the Settlement Notice. The Settlement Administrator shall cause to be maintained a record of activities, including logs of inquiries to the internet website, downloads, phone calls and/or mailings, and shall ensure that a running tally is kept of the number and types of materials mailed by it or downloaded from the internet website in a computerized database form. The telephone line shall be capable of providing general information concerning deadlines for objecting to the Settlement, and the dates of relevant Court proceedings, including the Final Approval Hearing.

(c) Class List

Within five (5) calendar days after the entry of the Preliminary Approval Order, Defendants will provide the Settlement Administrator with a class list identifying all Settlement Class Members including the most recent email and mailing addresses available in Defendants' records.

(d) Mailed Settlement Notice

For any Settlement Class Member for whom the Class List does not include a viable email address, and for any Settlement Class Member whose email notice is returned as undeliverable, the Administrator shall send notice via first-class USPS mail in the form of Exhibit D hereto to the address provided on the Class List. Such notice shall be sent within thirty (30) calendar days after the entry of the Preliminary Approval Order.

The address of the Settlement Administrator shall be used as the return address for the Settlement Notice. For any Settlement Notice that is returned by the USPS as undeliverable, the Settlement Administrator shall re-mail such notices to any updated address provided by the USPS. If the USPS does not provide an updated address, the Settlement Administrator shall attempt to obtain an updated address from one or more commercial search firms or databases, and shall then re-mail the notices to any such updated address.

(e) CAFA Notice

Defendants shall be responsible for submitting a legally compliant CAFA Notice to the Settlement Administrator. On behalf of Defendants, and in accordance with Section 2(b) above, the Settlement Administrator will mail the CAFA Notice on the appropriate federal and state

officials not later than ten (10) calendar days after Plaintiff files a Motion for Preliminary Approval with the Court.

(f) Processing Requests for Exclusion

The Settlement Administrator shall receive and process Exclusion Requests in accordance with Section 7 below.

(g) Payments to Settlement Class Members

The Settlement Administrator shall prepare and deliver to Settlement Class Members payment in accordance with Section 10(a) below.

(h) Reporting

The Settlement Administrator shall provide regular reports to the Parties, but no less frequently than every month, regarding the status of the mailing and emailing of the Settlement Notices, any re-mailing of Settlement Notices, the submission and processing of Exclusion Requests, the submission and processing of Claims Forms, the distribution and redemption of payments to Settlement Class Members, and other activities undertaken pursuant to this Agreement.

Within seven (7) calendar days after the Objection Deadline, the Settlement Administrator shall prepare for filing a declaration of mailing in connection with the Settlement Notice. The declaration will also include a summary of the Claim Forms received and processed including the number of Valid Claims, and an estimate of the anticipated payment per Settlement Class Member, taking into account future anticipated costs of settlement administration.

(i) IRS Form 1099

The Settlement Administrator shall, as necessary, satisfy all reporting requirements, if any, to issue IRS Form 1099s to Class Members for any payments to Settlement Class Members over \$600.00.

(j) Notice and Administration Expenses

All Court-approved Notice and Administration Expenses shall be paid to the Settlement Administrator from the Settlement Fund, consistent with this Settlement Agreement.

(k) Provision of payment and wiring information to Defendants

At least five (5) calendar days before filing of the Preliminary Approval Motion, the Settlement Administrator shall provide to Defendants' Counsel (i) an executed IRS Form W-9 for the Settlement Administrator, as well as wiring instructions for the payments set forth in Section 4 above.

6. THE SETTLEMENT NOTICE

- (a) The primary form of Settlement Notice shall be in the form of emailed notice in the form of Exhibits C hereto, or in another form agreed to by the Parties that contains the same information as Exhibit C.
- (b) To the extent that a valid email address is not available for a Settlement Class Member, or emailed notice is not delivered, mailed notice in the form of Exhibit D hereto, or in another form agreed to by the Parties that contains the same information as Exhibit D, shall be sent to the Settlement Class Member.
- (c) A long form notice in the form of Exhibit E hereto, or in another form agreed to by the Parties that contains the same information as Exhibit E, shall be available on the Settlement Website.
- (d) The Settlement Administrator shall be responsible for sending the Settlement Notices in accordance with Section 6(a)-(c) above.

7. REQUESTS FOR EXCLUSION

- (a) Any member of the Settlement Class may request exclusion from the settlement by sending a written request to the Settlement Administrator either electronically via the electronic mail address provided on the Settlement Website and in the Notice, or in hard copy to the mailing address provided on the Settlement Website and in the Notice.
- (b) All requests for exclusion must be directed to “Exclusion Requests – *Michalski v. MIB* Settlement Administrator” and must contain the Settlement Class Member’s full name, mailing address and telephone number, the unique identifier included on the Settlement Class Member’s notice, and a specific statement that the Settlement Class Member wants to be excluded from the Settlement.
- (c) Exclusion requests must be sent no later than the Exclusion Deadline.
- (d) In no event shall persons who purport to request exclusion from the Settlement Class as a group, aggregate, or class involving more than one Settlement Class Member, be considered valid requests.
- (e) Exclusion requests that do not comply with the provisions of this section shall be invalid.

8. OBJECTIONS AND REQUESTS TO APPEAR AT FINAL APPROVAL HEARING

- (a) Any member of the Settlement Class who wishes to object to the Settlement or Fee Petition at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a Notice of Objection by the Objection Deadline.
 - (i) The Notice of Objection shall be sent by First Class United States Mail to the Settlement Administrator, and sent to the Clerk of the Court either by First Class United States Mail or filed with the Court via CM/ECF.
 - (ii) Such objection shall be personally signed and state: the caption of the Litigation; the full name, address, email address, and telephone number of the Settlement Class Member objecting to the Settlement; a detailed statement of each objection asserted,

including the grounds for objection and reasons for appearing and being heard, together with any documents such Settlement Class Member wishes to be considered in support of the objection; 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 or Fee Petition; any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; the identity of all counsel representing the objector who will appear at the Final Approval Hearing; all relief sought; and identification of the number of times the Settlement Class Member has objected to a class action settlement in the past five (5) years, including the caption of each case in such objection was made.

(iii) Any objector wishing to be heard at the Final Approval Hearing must also file a notice of intent to appear with the Clerk of the Court no later than fourteen (14) calendar days before the Final Approval Hearing, and must provide both Class Counsel and Defendants’ Counsel with copies of the notice of intent to appear.

(b) The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member’s objections to the Settlement or Fee Petition, in accordance with such Settlement Class Member’s due process rights.

(i) The Order Directing Notice shall further provide that persons who fail to properly or timely file their objections, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

(ii) Unless otherwise allowed by law, only Settlement Class Members who object to the Settlement by the Objection Deadline and pursuant to the terms of this Section may appeal any Final Judgment or ruling on the Fee Petition.

9. FEE PETITION SERVICE AWARD

(a) Fee Petition

Within the time specified by Section 2(c) above, Class Counsel shall petition the Court for an award of attorneys’ fees out of the Settlement Fund of up to \$808,333.33, plus reimbursement of litigation costs and expenses of up to \$25,000.00. Defendants shall have no responsibility for, or any liability with respect to, the payment of attorneys’ fees and expenses to Class Counsel other than as set forth in Section 4 above

The Fee Petition is to be considered separately from the Court’s consideration of the fairness, reasonableness, and good faith of this Agreement. The outcome of any proceeding related to the Fee Petition shall not terminate this Agreement or otherwise affect the Court’s ruling on the Final Approval Motion.

10. PAYMENTS TO SETTLEMENT CLASS MEMBERS

(a) Calculation of Automatic Payments to Settlement Class Members

Each Settlement Class Member who is not an Excluded Class Member and whose notice is not returned as undeliverable is entitled to a *pro rata* share of the portion of the Settlement Fund reserved for class member payments as described in section 4(b)(i) above.

Within seven (7) calendar days after the Exclusion Deadline, the Settlement Administrator shall calculate the amount of each such payment and notify Class Counsel of the dollar amount and total number of payments to be issued to Settlement Class Members.

(b) Methods of Payment

Payments will be delivered as paper checks via first class mail unless the Settlement Class Member timely notifies the Settlement Administrator of their preference to be paid through one of the alternative electronic payment methods offered by the Settlement Administrator and provides the Settlement Administrator all the requisite information necessary to effectuate such payment.

(c) Uncashed Checks

Checks must clearly indicate that they shall be void if not presented for payment within sixty (60) calendar days from the date of mailing. To the extent that checks are not presented for payment within sixty (60) calendar days of mailing, such checks remaining uncashed on that date shall become null and void.

(d) Second Distribution

Not later than ten (10) calendar days after the void date of the last payment issued to a Settlement Class Member, the Settlement Administrator shall calculate the amount of funds remaining in the Settlement Fund. If the amount remaining is sufficient to deliver redistributions of at least Twenty Five Dollars (\$25.00) to each Settlement Class Member who cashed their initial payment, together with the Notice and Administration Expenses of such redistribution, the Settlement Administrator shall effect such redistribution within twenty-five (25) calendar days of the void date of the last payment issued to a Settlement Class Member. If it is not possible to deliver redistributions of at least \$25.00, residual funds will be delivered to the *cy pres* recipients identified pursuant to Section 4(c) above.

(e) Tax consequences to Settlement Class Members

Settlement Class Members shall be solely responsible for complying with any and all income tax liabilities and obligations which are or may become due or payable in connection with this Agreement and the Settlement.

The Settlement Administrator shall provide each Settlement Class Member with a notice advising him or her to seek personal tax advice regarding any tax consequences of the Settlement Fund disbursement. The notice regarding the potential tax treatment to Settlement Class Members shall be included with each disbursement to Settlement Class Members. For the avoidance of doubt, none of Defendants, Defendants' Counsel, or Class Counsel, have made, or are making in

connection with the Settlement, any representations regarding possible tax consequences relating to the Settlement Fund disbursements to Settlement Class Members, and none of the Defendants, Defendants' Counsel or Class Counsel shall be held responsible for any such tax consequences.

11. RELEASE OF CLAIMS

Upon the Effective Date, and in exchange for the relief described in this Agreement, the Class Representative and each Settlement Class Member and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest, assigns, and all persons acting for or on their behalf, hereby remise, release, acquit, satisfy and forever discharge all of the Released Parties from all of the Released Claims. The Class Representative and each Settlement Class Member understand and agree that this Agreement fully and finally releases and forever resolves the Released Claims, including such Released Claims that may be unknown, unanticipated and/or unsuspected.

12. MODIFICATION BY COURT

This Agreement, and the Settlement, shall be null and void if the Court requires changes to the Agreement that substantively and materially alter the Parties' rights or duties before approving the Settlement. Provided, however, that the Parties, in their sole discretion, can consent to modify this Agreement, in accordance with Section 14(m) below, to be consistent with any modifications requested or required by the Court.

13. TERMINATION OF AGREEMENT

(a) Non-Approval of Agreement

This Agreement is conditioned on final approval without material modification by the Court. In the event that the Agreement is not so approved or the Settlement does not become Final, the Parties shall return to the *status quo ante* as of May 14, 2025, as if no Agreement had been negotiated or entered into. No agreements, documents, or statements made by or entered into by any Party in connection with this Agreement or any settlement discussion or negotiation may be used by the Class Representative, any proposed Settlement Class Member, Defendants, or any other person to establish liability, any defense and/or any of the elements of class certification in any other proceeding.

(b) Preservation of Parties' Rights

Should the Agreement not be finally approved by the Court, the Parties shall be deemed to have preserved all of their rights or defenses as of May 14, 2025, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class. In the event that the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have the right to withdraw from the Agreement and return to the *status quo ante* as of May 14, 2025, for all litigation purposes, as if no Agreement had been negotiated or entered into, and

shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class.

14. MISCELLANEOUS PROVISIONS

(a) Cooperation between the Parties; Further acts

The Parties shall cooperate in good faith and shall use their best efforts to obtain the Court's approval of the Settlement. The Parties shall work together, diligently and in good faith, to obtain expeditiously a Preliminary Approval Order, Final Approval Order, and Final Judgment and dismissal.

(b) Admissibility of Agreement

This Agreement shall not be offered or be admissible in evidence in any action or proceeding except: (1) the hearings necessary to obtain and implement Court approval of this Settlement; (2) any hearing to enforce the terms of this Agreement or any related order in the Litigation; or (3) to enforce the releases set forth in this Agreement.

(c) Entire agreement

This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties (including the Parties' settlement term sheet) shall be deemed merged into this Agreement.

(d) Binding effect

This Agreement shall apply to and be binding upon and shall inure to the benefit of the Parties hereto, the Released Parties, and Class Counsel, as well as their respective successors, heirs and assigns. The Parties acknowledge it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

(e) Arms' length transaction; Materiality of terms

The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

(f) Captions

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

(g) Construction

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

(h) Dispute Resolution

The Parties agree to meet and confer in good faith in regard to any dispute relating to the Settlement or to administration of the Settlement, prior to seeking relief from the Court. The Parties hereby submit to the exclusive jurisdiction of the United States District Court for the District of Massachusetts for the purpose of any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement

(i) Invalidity

Before declaring any provision of this Agreement invalid, illegal or unenforceable for any reason, the Court shall first attempt to construe the provision valid to the fullest extent possible consistent with applicable precedent so as to find all provisions of this Agreement valid and enforceable. After applying this rule of construction and still finding a provision invalid, the Court shall thereupon interpret the invalid provision to the fullest extent possible to otherwise enforce the invalid provision. The invalidity of any one provision shall not render this Agreement otherwise invalid and unenforceable unless the provision found to be invalid materially affects the terms of this Agreement after application of the rules of construction set forth in this paragraph

(j) No claims arising from this Agreement

No person shall have any claim against the Released Parties, Defendants, Defendants' Counsel, the Class Representative, or Class Counsel based on distribution of benefits made substantially in accordance with this Agreement or any Settlement-related order(s) of the Court, or based on any act or omission of the Settlement Administrator.

(k) Governing law

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Massachusetts, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

(l) Continuing Jurisdiction

The Court shall retain jurisdiction over the interpretation and implementation of this Agreement, and to enjoin any claims or threatened claims that are or would be barred by the releases set forth in this Agreement.

(m) Waivers, modifications, and amendments to be in writing

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement and the Settlement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the

extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

(n) Notices

Any notice or other formal communication required or permitted to be delivered under this Agreement shall be in writing and sent by First Class United States mail and email to counsel for the Party to whom the notice is directed at the following addresses:

If to Defendants: Peabody & Arnold, LLP
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02110-2261
joconnor@peabodyarnold.com
Attention: John J. O'Connor

If to Plaintiff: Francis Mailman Soumilas, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103
jfrancis@consumerlawfirm.com
Attention: James A. Francis

(o) Authorization of counsel

Class Counsel, on behalf of the Settlement Class are expressly authorized by the Class Representative and the Settlement Class Members to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class that they deem necessary or appropriate.

Each attorney or other person executing the Agreement on behalf of any Party hereto hereby warrants that such attorney or other person has the full authority to do so.

(p) Counterparts

The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

(q) Signatures

Any signature made and transmitted by facsimile, email, PDF or other electronic methods for the purpose of executing this Agreement shall be deemed an original signature for purposes of

this Agreement and shall be binding upon the Party whose counsel transmits the signature page by such electronic means.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Settlement Agreement and Release to be executed as of the date written below.

Dated: 07/30/2025, 2025

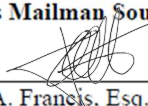
Daniel Michalski

Daniel Michalski (Jul 30, 2025 16:27:17 CDT)

Daniel Michalski

Dated: July 30, 2025

Francis Mailman Soumilas, P.C.

By: 

James A. Francis, Esq.

*Attorneys for Plaintiff and
Settlement Class Members*

Dated: _____, 2025

**MIB Group, LLC, MIB Group Holdings,
Inc., and MIB Inc.**

By: _____

Its: _____

Peabody & Arnold LLP

Dated: _____, 2025

By: _____

Attorney for Defendants

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Settlement Agreement and Release to be executed as of the date written below.

Dated: _____, 2025

Daniel Michalski

Francis Mailman Soumilas, P.C.

Dated: _____, 2025

By: _____

James A. Francis, Esq.

*Attorneys for Plaintiff and
Settlement Class Members*

Dated: 7/30, 2025

MIB Group, LLC, MIB Group Holdings,
Inc., and MIB Inc.

By: _____

Christie Corado

Its: _____

General Counsel

Peabody & Arnold LLP

Dated: 7/30, 2025

By: _____

[Signature]
Attorney for Defendants

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
EASTERN DIVISION**

DANIEL MICHALSKI,
on behalf of himself and all others
similarly situated,

Plaintiff,

v.

MIB GROUP, INC., MIB, LLC, and
FIDELITY SECURITY LIFE
INSURANCE COMPANY,

Defendants.

C.A. NO. 1:24-CV-10227-DJC

FINAL APPROVAL ORDER

This matter, having come before the Court on Plaintiff's Motion for Final Approval of the proposed class action settlement with Defendants MIB Group, Inc. and MIB, LLC ("MIB" or "Defendants"); the Court having considered all papers filed and arguments made with respect to the settlement, and the Court, being fully advised finds that:

1. On _____, the Court held a Final Approval Hearing, at which time the parties were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received _____ objections regarding the settlement.

2. Notice to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances, including the dissemination of individual notice to all members who can be identified through reasonable effort; and satisfies Rule 23(e) and due process.

3. The Defendants have timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

4. The terms of the Settlement Agreement are incorporated fully into this Order by reference. The Court finds that the terms of Settlement Agreement are fair, reasonable, and adequate in light of the complexity, expense and duration of litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

5. The Court has considered the factors enumerated in Rule 23(e)(2) and finds they counsel in favor of final approval.

6. The Court finds that the relief provided under the settlement constitutes fair value given in exchange for the release of claims.

7. The parties and each Settlement Class Member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

8. The Court finds that it is in the best interests of the parties and the Settlement Class and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Party which, in any way, relates to the applicability or scope of the Settlement Agreement or the Final Judgment and Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

9. This action is a class action against Trans Union, on behalf of a class of consumers that has been defined as follows:

All individuals with an address in the United States (including all territories and other political subdivisions of the United States) to whom Defendants provided a consumer file disclosure letter

specifically including a record which references medical information from a Service Provider from January 29, 2022 through May 14, 2025.

10. The Settlement Agreement submitted by the parties for the Settlement Class is finally approved pursuant to Federal Rule of Civil Procedure 23(e) as fair, reasonable, and adequate and in the best interests of the Class. The Settlement Agreement, including the monetary relief set forth therein, shall be deemed incorporated herein and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

11. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

12. As agreed by the parties in the Settlement Agreement, upon the Effective Date, each Class Member is enjoined and permanently barred from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts any claims released by Settlement Class Members under the Settlement Agreement.

13. Upon consideration of Class Counsel's application for fees and costs and other expenses, the Court awards \$808,333.33 as reasonable attorneys' fees and \$_____ as reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Settlement Fund.

14. Upon consideration of the application for an individual settlement and service award, the Named Plaintiff, Daniel Michalski., is awarded the sum of five thousand dollars (\$5,000), to be paid from the Settlement Fund, for the service he has performed for and on behalf of the Settlement Class.

15. The Court overrules any objections to the settlement. After carefully considering each objection, the Court concludes that none of the objections create questions as to whether the settlement is fair, reasonable, and adequate.

16. Neither this Final Judgment and Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendants or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the claims released by the Settlement Class. This Final Judgment and Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendants or any of the Released Parties. The final approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or the Defendants.

17. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendants and each member of the Settlement Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or

otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

18. This action is hereby dismissed on the merits, in its entirety, with prejudice and without costs.

19. The Court finds, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for delay, and directs the Clerk to enter final judgment.

20. The persons listed on **Exhibit 1** hereto have validly excluded themselves from the Settlement Class in accordance with the provisions of the Settlement Agreement and Preliminary Approval Order and are thus excluded from the terms of this Order. Further, because the settlement is being reached as a compromise to resolve this litigation, including before a final determination of the merits of any issue in this case, none of the individuals reflected on Exhibit 1 may invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in connection with any further litigation against MIB in connection with the claims settled by the Class.

BY THE COURT:

HONORABLE DENISE J. CASPER
UNITED STATES DISTRICT JUDGE

Dated: _____

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS
EASTERN DIVISION**

DANIEL MICHALSKI,
on behalf of himself and all others
similarly situated,
Plaintiff,
v.
MIB GROUP, INC., MIB, LLC, and
FIDELITY SECURITY LIFE
INSURANCE COMPANY,
Defendants.

C.A. NO. 1:24-cv-10227-DJC

ORDER PRELIMINARILY APPROVING SETTLEMENT AND DIRECTING NOTICE TO CLASS

The Court, having reviewed the Settlement Agreement, hereby Orders that:

1. The Court has considered the proposed settlement of the claim asserted under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”) by a Settlement Class of consumers defined as follows:

All individuals with an address in the United States (including all territories and other political subdivisions of the United States) to whom Defendants provided a consumer file disclosure letter specifically including a record which references medical information from a Service Provider from January 29, 2022 through May 14, 2025.

2. The Settlement Agreement entered between the parties as of July 30, 2025 appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. The terms of the Settlement Agreement are incorporated fully herein into this Order by reference.

3. Accordingly, for settlement purposes only, the proposed settlement is preliminarily approved, pending a Final Approval Hearing, as provided for herein.

4. The Parties agree that the Settlement Class includes approximately 11,000 consumers.

5. The Court has appointed Daniel Michalski as the class representative.

6. The Court has appointed the firm of Francis Mailman Soumilas, P.C. as counsel for the Class (“Class Counsel”).

7. The Court appoints Apex Class Action, LLC as the Settlement Administrator.

8. The Court will hold a Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e) on [Date more than 110 days after order], 2025, at the United States District Court for the District of Massachusetts, at John Joseph Moakley U.S. Courthouse 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210, at [redacted].m. for the following purposes:

(a) To determine whether the proposed settlement is fair, reasonable, and adequate and should be granted final approval by the Court;

(b) To determine whether a final judgment should be entered dismissing the claims of the Settlement Class with prejudice, as required by the Settlement Agreement; and

(c) To consider the application of Class Counsel for an award of attorney’s fees, costs, and expenses, and for a service award to the class representative.

9. As is provided in Section 5(c) of the Settlement Agreement, Defendants will provide an updated class list to the Settlement Administrator within five (5) days of the date of this Order.

10. The Settlement Administrator shall send the agreed upon Notices to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

11. The Court also approves the parties' Notices, which are attached to the Settlement Agreement as Exhibit C and Exhibit D. To the extent the parties or Settlement Administrator determine that ministerial changes to the Notice are necessary before disseminating it to the Class Members, they may make such changes without further application to the Court.

12. The Court approves the parties' Notice plan, as set forth in Section 6 of the Settlement Agreement. The Court finds this manner of giving notice fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process.

13. If a Settlement Class Member chooses to request exclusion from the class, such Settlement Class Member is required to submit a request for exclusion to the Settlement Administrator, post-marked on or before the Exclusion Deadline, specified in the Settlement Notice. The request for exclusion must include the items identified in the Settlement Agreement pertaining to requests for exclusion. A Settlement Class Member who submits a valid request for exclusion using the procedure identified, and does not otherwise submit a Claim Form, shall be excluded from the Settlement Class for all purposes. No later than seven (7) days after the Objection Deadline, the Settlement Administrator shall prepare a declaration listing all the valid Exclusion Requests received and shall provide the declaration and list to Class Counsel and Defendant's counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

14. A Settlement Class Member who does not file a timely and valid request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action.

15. (a) Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a written notice of objection to be filed with the Court by the Objection Deadline specified in the Settlement Notice,

stating that they intend to appear at the Hearing. The notice of objection shall be sent by First Class United States Mail to the Settlement Administrator, and sent to the Clerk of the Court either by First Class United States Mail or filed with the Court via CM/ECF.

(b) The objection must be personally signed and state: the caption of the Litigation; the full name, address, email address, and telephone number of the Settlement Class Member objecting to the Settlement; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Settlement Class Member wishes to be considered in support of the objection; 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 or Fee Petition; any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; the identity of all counsel representing the objector who will appear at the Final Approval Hearing; all relief sought; and identification of the number of times the Settlement Class Member has objected to a class action settlement in the past five (5) years, including the caption of each case in such objection was made.

(c) Any Class Member who fails to timely file and serve a written objection pursuant to the terms of this paragraph shall not be permitted to object to the approval of the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

16. All briefs, memoranda, petitions, and affidavits to be filed in support of an individual service award to the Class Representative and/or in support in support of Class Counsel’s application for fees, costs and expenses, shall be filed not later than fourteen (14) days

prior to the Objection Deadline. All other briefs, memoranda, petitions and affidavits that Class Counsel intends to file in support of final approval shall be filed not later than fourteen (14) days before the Final Approval Hearing.

17. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendants or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the claim released under this Settlement Agreement. This Preliminary Approval Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendants or any of the Released Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Class Members, or the Defendants.

18. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

19. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

HONORABLE DENISE J. CASPER
UNITED STATES DISTRICT JUDGE

Dated: _____

EXHIBIT C

EMAIL NOTICE**LEGAL NOTICE OF CLASS ACTION SETTLEMENT**

You are receiving this notice because you are a member of a class action lawsuit and you have a legal claim described in this Notice. You are entitled to benefits from a proposed class action settlement.

This is a court-authorized notice describing the settlement and your rights. This is not a solicitation from an attorney, and you are not being sued.

PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”) violations against MIB Group, Inc. and MIB, LLC (together, “MIB”) based on Plaintiff’s claim that MIB failed to identify all of the sources of information it maintained in its files about consumers in response to consumer requests for their consumer files. Specifically, Plaintiff Daniel Michalski asserts that when he made a request for his file disclosure to MIB, MIB provided a response that stated it received information from “a service provider” without specifically identifying the company by name.

Plaintiff’s legal claim is that MIB violated a federal law called the FCRA. Plaintiff alleges that MIB acted in the same way with respect to other individuals, called the “Settlement Class.” The lawsuit is known as *Michalski v. MIB Group, Inc., et al.* Case No. 1:24-cv-10227-DJC.

MIB has denied and continues to deny Plaintiff and the Settlement Class’s allegations or that it that it has violated the FCRA or engaged in any wrongful acts. Specifically, MIB asserts that it did not violate the FCRA’s disclosure requirement because its furnishers did not specifically identify service providers by name. Nevertheless, Plaintiff and MIB have agreed to resolve the claims of a group of consumers defined as:

All individuals with an address in the United States (including all territories and other political subdivisions of the United States) to whom Defendants provided a consumer file disclosure letter specifically including a record which references medical information from a Service Provider from January 29, 2022 through May 14, 2025.

According to MIB’s records, you are a member of this group.

To resolve the lawsuit, MIB has agreed to make changes to its practices for providing consumers with information about the sources of information in MIB’s files, and to pay \$2.45 million for the creation of a Settlement Fund that will be used for class member payments, administrative costs, attorneys’ fees, litigation expenses, and a service award to Plaintiff. A summary of the terms of the settlement is below – please read it carefully and note the deadlines to take action. There is more detailed information about the case and settlement following the summary.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A CHECK	If you do not exclude yourself from the Settlement, you will receive a settlement payment automatically. The amount of the payment is expected to be approximately \$140.
	If the Court approves the Settlement and it becomes final and effective, a check will be mailed to the address maintained by MIB for you, or you can elect to receive a digital payment. You will give up your right to bring your own lawsuit

	against MIB about claims related to MIB failing to identify its sources of information. You may update and/or confirm your address with the Settlement Administrator on the website [link].
EXCLUDE YOURSELF FROM THE SETTLEMENT	You may exclude yourself from the Settlement if you wish. In doing so, you will receive no benefits from the lawsuit. This is the only option that will retain your right to bring your own lawsuit against MIB about claims related to MIB failing to identify its sources of information to you. You must request exclusion by [DATE] For more information about how to exclude yourself, visit the settlement website [WEBSITE]
OBJECT	You may object to any of the terms of the settlement agreement, including the proposed award of attorneys' fees of \$808,333.33 and expenses of \$25,000, and/or the separate service award to the Plaintiff of \$5,000. For more information on these awards, including Class Counsel's request for fees which will be available on [date], at [WEBSITE] Your deadline to object is [INSERT DATE]. You must do so by writing to the Settlement Administrator, and to the Court. For more information about how to submit an objection and what you must include, visit the settlement website at [link]
GO TO A HEARING	You may speak at the final approval hearing, set for [DATE] if you submit an objection [by DATE] and mail in a letter saying that you would like to appear and be heard at the hearing.

If you have questions, please visit the Settlement website at [\[website\]](#). You may also write with questions to [\[ADMINISTRATOR\]](#). Please do not contact MIB or the Court for information.

EXHIBIT D

**Important Notice About
Class Action Settlement**

You are receiving this Notice because you are entitled to benefits from a proposed class action settlement.

This Notice explains what the class action is about, what the settlement will be, and how your rights may be affected.

More information about the settlement and the settlement agreement are available at [\[SETTLEMENT website\]](#)

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

Michalski v MIB
c/o Settlement Administrator
[\[ADDRESS\]](#)

«barcode»

Postal Service: Please do not mark barcode

Notice ID: «NoticeID»

PIN: «PIN»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

What is the Settlement About? A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* ("FCRA") violations against MIB Group, Inc. and MIB, LLC (together, "MIB") based on Plaintiffs' claim that MIB failed to identify all of the sources of information it maintained in its files about consumers in response to consumer requests for information. More information about the claims in the case can be found at [\[website\]](#)

Why am I being contacted? According to MIB's records, you fall within the Settlement Class, defined as "All individuals with an address in the United States (including all territories and other political subdivisions of the United States) to whom Defendants provided a consumer file disclosure letter specifically including a record which references medical information from a Service Provider from January 29, 2022 through May 14, 2025."

What are the Settlement terms? MIB has agreed to pay two million four hundred twenty five thousand dollars (\$2,425,000.00) to establish a Settlement Fund. This will include payments to all Settlement Class Members of approximately \$140.00. The Settlement Fund will also cover the costs of administering the settlement, a \$5,000.00 service award to Class Representative Daniel Michalski, and up to \$808,333.33 in attorneys' fees and \$25,000.00 in litigation expenses.

How do I get my Settlement payout? You do not need to do anything to receive a payment. Once the Court approves the Settlement, you will automatically receive a check. To confirm your mailing address for delivery of your check, please visit the website at [\[website\]](#). You can also choose to get your payment

electronically by notifying the settlement administrator on the website and use the unique code printed on the front of this postcard.

You can exclude yourself or object to the Settlement. If you do not want to be bound by the Settlement, you may exclude yourself by [\[DATE\]](#). If you do not exclude yourself, you will release your claims about MIB failing to disclose sources of information to you. You also have the option to object to the Settlement by [\[DATE\]](#). The Settlement website explains how to exclude yourself or object.

Final Approval Hearing: The Court will hold a hearing on [\[DATE\]](#) to consider whether to approve the Settlement. Details about the hearing are in the Long Form Notice which can be found on the Settlement website at [\[website\]](#). You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

Questions? If you have questions, please visit the Settlement website at [\[website\]](#). You may also write with questions to the Settlement Administrator at:

Michalski v MIB
c/o Settlement Administrator
[\[ADDRESS\]](#)

Please do not contact MIB or the Court for information.

EXHIBIT E

LEGAL NOTICE OF CLASS ACTION SETTLEMENT

A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”) violations against MIB Group, Inc. and MIB, LLC (together, “MIB”) based on Plaintiff’s claim that MIB failed to identify all of the sources of information it maintained in its files about consumers in response to consumer requests their consumer files. Specifically, Plaintiff Daniel Michalski asserts that when he made a request for his file disclosure to MIB, MIB provided a response that stated it received information from “a service provider” without specifically identifying the provider by name.

Plaintiff’s legal claim is that MIB violated a federal law called the FCRA. Plaintiff alleges that MIB acted in the same way with respect to other individuals, called the “Settlement Class.” The lawsuit is known as *Michalski v. MIB Group, Inc., et al.* Case No. 1:24-cv-10227-DJC.

MIB has denied and continues to deny Plaintiff and the Settlement Class’s allegations or that it that it has violated the FCRA or engaged in any wrongful acts. Specifically, MIB asserts that it did not violate the FCRA’s disclosure requirement because its furnishers did not specifically identify service providers by name. Nevertheless, Plaintiff and MIB have agreed to resolve the claims of a group of consumers defined as:

All individuals with an address in the United States (including all territories and other political subdivisions of the United States) to whom Defendants provided a consumer file disclosure letter specifically including a record which references medical information from a Service Provider from January 29, 2022 through May 14, 2025.

To resolve the lawsuit, MIB has agreed to make changes to its practices when a consumer disputes data contained in their consumer file, and the file includes medical information from a Service Provider, to provide consumers with information about the sources of information if available, and pay \$2.45 million for the creation of a Settlement Fund that will be used for class member payments, administrative costs, attorneys’ fees, litigation expenses, and a service award to Plaintiff. A summary of the terms of the settlement is below – please read it carefully and note the deadlines to take action. There is more detailed information about the case and settlement following the summary.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A CHECK	If you do not exclude yourself from the Settlement, you will receive a settlement payment automatically. The amount of the payment is expected to be approximately \$140. If the Court approves the Settlement and it becomes final and effective, a check will be mailed to the address maintained by MIB for you, or you can elect to receive a digital payment. You will give up your right to bring your own lawsuit against MIB about claims related to MIB failing to identify its sources of information. You may update and/or confirm your address with the Settlement Administrator [link].
EXCLUDE YOURSELF FROM THE SETTLEMENT	You may exclude yourself from the Settlement if you wish. In doing so, you will receive no benefits from the lawsuit. This is the only option that will retain your right to bring your own lawsuit against MIB about claims related to MIB failing

	to identify its sources of information to you. You must request exclusion by [DATE] For more information about how to exclude yourself, see [link]
OBJECT	You may object to any of the terms of the settlement agreement, including the proposed award of attorneys' fees of \$808,333.33, and expenses of \$25,000, and/or the separate service award to the Plaintiff of \$5,000. For more information on these awards, including Class Counsel's request for fees which will be available on [date], at [link to fee portion of website] Your deadline to object is [INSERT DATE]. You must do so by writing to the Settlement Administrator, and to the Court. For more information about how to submit an objection and what you must include, see [link to objection page of website]
GO TO A HEARING	You may speak at the final approval hearing, set for [DATE] if you submit an objection by [DATE] and mail in a letter saying that you would like to appear and be heard at the hearing.

ADDITIONAL CASE DETAILS

The Court has not decided which side is right. MIB has denied and continues to deny Plaintiff and the Settlement Class's allegations or that it that it has violated the FCRA or engaged in any wrongful acts. The Court has preliminarily approved the proposed settlement agreement (available at [link to Agreement]) to which the parties have agreed (the "Settlement"). A hearing is scheduled for [DATE] to decide whether to approve the Settlement and whether to approve Class Counsel's request for attorneys' fees and expenses. If you received a written or email notice about the settlement, it is because you are a member of the following Settlement Class according to MIB's records:

All individuals with an address in the United States (including all territories and other political subdivisions of the United States) to whom Defendants provided a consumer file disclosure letter specifically including a record which references medical information from a Service Provider from January 29, 2022 through May 14, 2025.

Read this notice carefully. This notice advises you of the benefits that may be available to Settlement Class Members under the proposed Settlement and their rights and options. You may also review the full Settlement Agreement, and the papers filed in support of approval of the Settlement at [link.]. These rights and options—**and the deadlines to exercise them**—are explained in this notice. The Court still has to decide whether or not to approve the Settlement. If it does, and any appeals are

resolved, benefits will be distributed to members of the Settlement Class.

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BASIC INFORMATION

1. Why is there a notice?

A court ordered that this notice be provided because you have a right to know about the proposed Settlement of this class action lawsuit and its effect on you. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Denise J. Casper, of the United States District Court for the District of Massachusetts, is overseeing this case, *Michalski v. MIB Group, Inc., et al. Case No. 1:24-cv-10227-DJC*. The person who sued—Daniel Michalski—is the Plaintiff. MIB Group, LLC and MIB, Inc. (together “MIB”) are the Defendants.

2. What is this case about?

Plaintiff Daniel Michalski has alleged that after he requested his file disclosure from MIB, MIB provided him a response that did not identify all of the sources of information contained in his MIB file. Instead, for some of the items of information, MIB stated that the information was obtained from “a service provider” without identifying the service provider. Plaintiff asserts that MIB’s actions violated section 1681g(a)(2) of the federal Fair Credit Reporting Act (“FCRA”).

You can review the complaint and other documents filed in this lawsuit at [\[link\]](#).

3. Why is this a class action?

In a class action lawsuit, one or more people called the “Class Representative,” in this case Daniel Michalski, sue on behalf of other people who have similar claims. All of the people together are called a “Class” or “Class Members.” The consumer reporting agency he sued, MIB, is called the Defendant. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is there a Settlement?

The Court has not decided whether MIB has violated the law, nor how much money, if any, should be awarded to the class. Instead, the two sides have agreed to a Settlement.

MIB has denied and continues to deny Plaintiff and the Class’s allegations or that it that it has violated the FCRA or engaged in any wrongful acts. Nevertheless, MIB agreed to settle the Litigation solely for the purpose of avoiding the further expense, inconvenience and distraction of burdensome and protracted litigation and to obtain the release, order and judgment contemplated by the Settlement.

WHO IS PART OF THE SETTLEMENT?

5. Who are the Settlement Class Members?

If you received notice of the Settlement from a postcard or email addressed to you, then according to TransUnion’s records, you are a member of the Settlement Class: all individuals with an

address in the United States (including all territories and other political subdivisions of the United States) to whom Defendants provided a consumer file disclosure letter specifically including a record which references medical information from a Service Provider from January 29, 2022 through May 14, 2025.

There are approximately 11,000 members of the Settlement Class.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Practice Changes

As a result of the Settlement, MIB has agreed to implement changes to its practices for providing consumers with information regarding its sources of information.

When a consumer disputes their MIB Consumer File and the file includes medical information from a Service Provider, the following practice change applies.

Furnishers must:

- Use reasonable efforts to identify the underlying medical provider(s) (e.g., physician, lab) if the original source was a Service Provider.
- If identified, include the provider(s) by name in their communication to the consumer after completing the reinvestigation process.

Settlement Fund

MIB has agreed to establish a Settlement Fund of two million four hundred twenty five thousand dollars (\$2,425,000.00), which will be used to make payments to all Settlement Class Members. The Settlement Fund will also cover the costs of administering the settlement, a \$5,000 service award to Plaintiff Daniel Michalski, and \$808,333.33 in attorneys' fees and up to \$25,000.00 in litigation expenses.

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7. How much will my payment be?

The amount of payments to Settlement Class Members is expected to be approximately \$140.00.

8. When will I receive my payment?

If the Court approves the Settlement and it becomes final, then payments will automatically be sent by mail to the address maintained by MIB for each Settlement Class Member. Settlement Class Members can update their mailing address at [\[link\]](#). Settlement Class Members may also set up an electronic payment method through the website if preferred; otherwise, payment will be mailed via USPS as a paper check.

Payments will be sent only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* “The Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient, and check this website for updates.

9. What am I giving up if I participate in the Settlement?

If the Settlement receives Final Approval from the Court, every Settlement Class Member agrees to release MIB Group, Inc., and MIB, LLC and each of its owners, shareholders, unitholders, predecessors, successors and assigns; the past, present, and future, direct and indirect, and parents (including, without limitation, holding companies); and the past, present and future principals, trustees, partners, insurers, officers, directors, employees, advisors, attorneys, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above (collectively, “Released Parties”), from any and all claims asserted in the Complaint under FCRA at 15 U.S.C. §§ 1681g(a)(2). Class members’ right to seek relief under the FCRA for other claims will be preserved.

Section 12 of the Settlement Agreement [[link](#)] describes the legal claims that you give up if you remain in the Settlement.

10. How do I exclude myself from the Settlement?

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want benefits from the Settlement, and you want to keep the right to sue TransUnion on your own about the claims in this case, then you must take steps to opt out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

To exclude yourself from the Settlement, you must submit a statement to the Settlement Administrator with the following information:

- Your full name, address, e-mail address, and telephone number;
- A statement that you want to be excluded from the Settlement in this Action;
- The unique identifier included on the Notice you received via email or US Mail.

You must submit your exclusion request no later than [**DATE**], 2025 to [**Settlement Administrator email address and mailing address**].

11. If I do not exclude myself, can I sue MIB for the same thing later?

No. If you do not exclude yourself, you will give up the right to sue MIB for the claims that the Settlement resolves regarding MIB’s alleged failure to identify its sources of information in response to disclosure request. You must exclude yourself from the Settlement Class if you want to pursue your own lawsuit.

12. If I exclude myself, will I receive a payment from the Settlement?

No. You will not receive a payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS

13. Do I have a lawyer in the case?

The Court has appointed counsel to represent you and others in the Settlement Class as “Class Counsel”:

James A. Francis
John Soumilas
Lauren KW Brennan
FRANCIS MAILMAN SOUMILAS, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these attorneys. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid? What will the named plaintiff receive?

The attorneys representing the Class have handled this case on a contingency basis. To date, they have not been paid anything for their work since the case began in 2018. Class Counsel will request that the Court award attorneys’ fees and expenses for the time and effort they have spent on this case.

The amount that will be requested by Class Counsel will be \$808,333.33 in attorneys’ fees, up to \$25,000 in litigation expenses, and up to \$5,000 for a service award to Daniel Michalski. The Parties have also agreed to resolve Mr. Michalski’s separate individual claims, which are not shared by the members of the Settlement Class, through a separate individual settlement.

Any approved amount of attorneys’ fees and expenses or service award will be paid from the settlement fund, and no Class Member will owe or pay anything directly for the attorneys’ fees and expenses of Class Counsel.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

15. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, and/or Class Counsel’s request for attorneys’ fees and expenses. To object, you must either submit your objection on the case docket using the CM/ECF electronic filing system, or submit a letter to the Court at the following address:

Clerk of Court
U.S. DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS
John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Boston, Massachusetts 02210

You must also send a copy of your objection to the Settlement Administrator at:

[Address]

Your objection must be submitted on or before [DATE], 2025 and must include:

- The name of this Action *Michalski v. MIB Group, Inc., et al.* Case No. 1:24-cv-10227-DJC.
- Your full name, address, email address and telephone number;
- a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard,
- any documents you wish to be considered in support of the objection;
- the identity any lawyer representing you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement;
- any and all agreements that relate to the objection or the process of objecting—whether written or oral—between you or your counsel and any other person or entity;
- the identity of all counsel representing you who will appear at the Final Approval Hearing;
- All relief sought;
- The number of times you have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection;
- Whether you intend to appear and/or testify, or counsel representing you intends to appear, at the hearing that the Court has scheduled to determine whether to grant final approval of the Settlement and Class Counsel’s request for attorneys’ fees (the “Final Approval Hearing”); and,
- Your signature.

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to approve Class Counsel’s request for attorneys’ fees and expenses. You may attend and you may ask to speak, but you don’t have to do so.

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

The Court has scheduled a Final Approval Hearing on [DATE], 2025 at [TIME] in Courtroom 11 (5th Floor) at the John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210. The hearing may be virtual or moved to a different date or time

without additional notice, so it is a good idea to check [website] for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any requests by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement, the request for attorneys' fees and expenses. We do not know how long these decisions will take.

17. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you may attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submit your written objection on time and it complies with the requirements set forth in Question 15 above and in Section 8 of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection that complies with the requirements set forth in Question 15 above and send a letter saying that you intend to appear and wish to be heard. Your notice of intention to appear must include the following:

- Your full name, address, and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for Settlement in *Michalski v. MIB Group, Inc., et al. Case No. 1:24-cv-10227-DJC*.
- The reasons you wish to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

You must submit your Notice of Intention to Appear so that it is received no later than [DATE], 2025, to the addresses in Question 15 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing, you will receive the benefits to which you are entitled under this Settlement, which includes a payment of approximately \$140 as well as MIB's agreement to make the changes to its business practices as explained in Section 6.

GETTING MORE INFORMATION

20. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain the complete Settlement Agreement at [website]. You also may write with questions to the Settlement Administrator at [Settlement Administrator], or call the toll-free number, [number]. **Please do not contact MIB or the Court for information.**

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$2.425M MIB Group Settlement Resolves Lawsuit Over Alleged Failure to Identify All Info Sources Upon Consumer Request](#)
