STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

Echo Dawn Cundiff, Eleanor Griffin, and Debora Boone, Plaintiffs, v. Renkim Corporation, Defendant.	Case No. 26-010626-CZ Hon. Patricia Perez Fresard

SETTLEMENT AGREEMENT

This Settlement Agreement[1] is entered into between Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant. 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 History

1. Defendant is a communications services company that provides print, and mail, text, and email solutions to companies across multiple industries. In the ordinary course of providing its services, Defendant collects, maintains, and stores Private Information belonging to its customers' clients.

2. On or around March 2, 2025, there was a Data Incident involving Defendant's computer systems, which affected the Private Information belonging to 46,864 individuals.

3. Shortly after the Data Incident, Defendant sent letters to the impacted individuals notifying them their Private Information may have been impacted in the Data Incident.

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

4. On June 6, 2025, Plaintiff, Echo Dawn Cundiff, filed a class action complaint against Defendant in the United States District Court for the Eastern District of Michigan, Case No. 25-cv-11692. On June 25, 2025, Eleanor Griffin filed a class action complaint against Defendant in the United States District Court for the Eastern District of Michigan, Case No. 25-cv-11918. On July 10, 2025, the Court consolidated the two cases and Plaintiffs filed their Consolidated Class Action Complaint on August 7, 2025.

5. On September 8, 2025, Defendant moved to dismiss the Consolidated Class Action Complaint. Plaintiffs filed their opposition on September 29, 2025, and Defendant filed its reply on October 13, 2025.

6. Shortly after Defendant's motion to dismiss was fully briefed, the Parties decided it was in the best interest of all concerned to conserve resources and to focus on early resolution. They scheduled mediation for June 17, 2026, with experienced class action mediator Bruce Friedman, Esq. of JAMS.

7. In advance of mediation, Class Counsel consulted with damage and liability experts and propounded informal discovery requests on Defendant to which Defendant responded by providing information related to, among other things, the nature and cause of the Data Incident, the number and geographic location of victims impacted by the Data Incident, and the specific type of information breached.

8. The Parties mediated on June 17, 2026, and after a full day of negotiations, they reached a settlement to resolve all claims on a classwide basis. During their settlement discussions, the Parties determined that jurisdiction was proper in state court. Consequently, they dismissed the federal action and re-filed this Action on June 22, 2026, asserting claims for negligence, breach of third-party beneficiary contract, unjust enrichment, invasion of privacy, and declaratory judgment.

9. The Parties now agree to settle the Action entirely, without any admission 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 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 have entered 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

10. "**Action**" means the class action lawsuit entitled: *Echo Dawn Cundiff, et al. v. Renkim Corporation*, No. 26-010626-CZ (Cir. Ct. Wayne Cty.).

11. "**Alternate Cash Payment**" means compensation paid to Settlement Class

Members who submit a Valid Claim and who do not elect to receive Cash Payment for Lost Time.

12. "**Agreement**" or "**Settlement Agreement**" or "**Settlement**" means this agreement between Plaintiffs and Defendant, including all exhibits.

13. "**Application for Attorneys' Fees, Costs and Service Awards**" means the application made with the Motion for Final Approval seeking Class Counsel's attorneys' fees and costs, and service awards for Class Representatives.

14. "**Cash Payment**" means Cash Payment for Documented Losses, Cash Payment for Lost Time, and Alternate Cash Payment.

15. "**Cash Payment for Documented Losses**" means the Settlement Class Member Benefit consisting of up to $4,000.00 per person that Settlement Class Members who incurred documented out-of-pocket losses may elect under the Settlement.

16. "**Cash Payment for Lost Time**" means the Settlement Class Member Benefit consisting of up to three hours at $20.00 per hour that Settlement Class Members who spent time undertaking remedial measures necessitated by the Data Incident may elect under the Settlement.

13. "**Claim**" means the submission of a Claim Form by a Claimant for Settlement Class Member Benefits.

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

15. "**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 Settlement Class Member Benefit.

16. "**Claimant**" means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

17. **"Claims Process"** means the process by which Claimants may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the Settlement Administrator's procedure to approve or reject Claims.

18. "**Class Counsel**" means E. Powell Miller of The Miller Law Firm, P.C., Jeff Ostrow of Kopelowitz Ostrow, P.A., and John J. Nelson of Milberg PLLC.

19. "**Class List**" means the list of Settlement Class Members provided to the Settlement Administrator by Defendant after Preliminary Approval and for the purpose of effectuating Notice. Defendant shall prepare and provide the Class List to the Settlement Administrator using information in Defendant's records, including full names and current postal addresses of Settlement Class Members, where available.

20. "**Class Representatives**" means the Plaintiffs the Court approves as representatives of the Settlement Class.

21. "**Complaint**" means the Class Action Complaint filed in this Action on June 22, 2026.

22. "**Court**" means the 3rd Judicial Circuit in and for Wayne County, Michigan, and the Judge(s) assigned to the Action.

23. **"Credit Monitoring"** means the Settlement Class Member Benefit Settlement Class Members may elect under the Settlement and consisting of three years of one-bureau of credit monitoring.

24. "**Data Incident**" means the cybersecurity incident involving the Defendant resulting in the unauthorized access to or acquisition of Settlement Class Members' Private

Information on or about March 2, 2025.

25. "**Defendant**" means Renkim Corporation, the defendant in the Action.

26. "**Defendant's Counsel**" means Jad Sheikali of Shook, Hardy & Bacon L.L.P.

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

28. "**Final Approval**" means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached here to as ***Exhibit 5***.

29. "**Final Approval Hearing**" means the hearing held before the Court during which the Court will consider granting Final Approval of the Settlement and Application for Attorneys' Fees, Costs and Service Awards.

30. "**Final Approval Order**" means the order granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***.

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

32. "**Motion for Final Approval**" means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement, including Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

33. "**Motion for Preliminary Approval**" means the motion that Plaintiffs shall file with the Court seeking Preliminary Approval of the Settlement.

34. "**Notice**" means the Postcard Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval.

35. "**Notice Commencement Deadline**" means no later than 30 days after entry of the Preliminary Approval Order and the deadline for the Settlement Administrator to issue Notice to Settlement Class Members.

36. "**Notice Program**" means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice, Long Form Notice, Settlement Website, and the Settlement Class toll-free telephone number.

37. "**Notice of Deficiency**" means the notice sent by the Settlement Administrator to a Claimant who has submitted an invalid Claim.

38. "**Objection Deadline**" means 30 days before the initial scheduled Final Approval Hearing.

39. "**Opt-Out Deadline**" means the 30 days before the initial scheduled Final Approval Hearing.

40. "**Party**" means each of the Plaintiffs and Defendant, and "**Parties**" means Plaintiffs and Defendant, collectively.

41. "**Plaintiffs**" mean Echo Dawn Cundiff, Eleanor Griffin, and Debora Boone, the plaintiffs in the Action.

42. "**Postcard Notice**" means the Postcard Notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator shall mail to Settlement Class Members.

43. "**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 4***.

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

45. "**Private Information**" means the information collected by Defendant that was impacted in the Data Incident, including, but not limited to, names, addresses, total balances, consumer number, and provider name.

46. "**Releases**" means the releases and waiver set forth in Section XI of this Agreement.

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

48. "**Released Parties**" means Defendant and each entity which is controlled by, controlling or under common control with Defendant and its past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators,

executors, and trustees.

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

50. "**Settlement Administrator**" means Simpluris, Inc.

51. **"Service Awards"** means the awards that Class Counsel will request the Court approve for the Plaintiffs for serving as Class Representatives.

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

53. "**Settlement Class**" means all living individuals residing in the United States who were sent notice by Defendant that their Private Information was impacted in the Data Incident. Excluded from the Settlement Class are (a) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and any of their current or former officers and directors; (b) governmental entities; (c) the Judge(s) assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and properly opts-out of the Settlement.

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

55. "**Settlement Class Member Benefits**" means Cash Payments and Credit Monitoring that Settlement Class Members may elect in the Settlement.

56. "**Settlement Website**" means the website the Settlement Administrator will establish as a means for the Settlement Class members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the

Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and Final Approval Order, as well as other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least six months after Final Approval.

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

III. Certification of the Settlement Class

58. 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, 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. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion for class

certification of any class in the Action.

IV. Settlement Consideration

59. Defendant has agreed to provide the following benefits for Settlement Class Members: (a) up to $4,000.00 per Settlement Class Member under Cash Payment for Documented Losses, and (b) up to $60.00 per Claimant under Cash Payment for Lost Time; or (c) up to $40.00 per Claimant under Alternate Cash Payment; and (d) three years of credit monitoring per Claimant under Credit Monitoring.

60. Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive Cash Payments payable from Defendant, and Credit Monitoring paid by Defendant. When submitting a Cash Payment Claim, Settlement Class Members may elect (a) Cash Payment for Documented Losses, and (b) either (i) Cash Payment for Lost Time, or (ii) the Alternate Cash Payment. Additionally, all Settlement Class Members may also elect to receive Credit Monitoring.

61. If a Settlement Class Member does not submit a Valid Claim or opt-out of the Settlement, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

a. Cash Payment for Documented Losses

Settlement Class Members may submit a Claim for a Cash Payment for Documented Losses in an amount of up to $4,000.00 per Settlement Class Members upon presentment of documented out-of-pocket losses for fraud and/or identity theft due to the Data Incident. Documented losses include, by way of example, unreimbursed losses relating to fraud or identity theft: if (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was more likely than not caused by the Data Incident; and (iii) the loss was incurred after the date of

the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment for Documented Losses on the Claim Form attesting under penalty of perjury to incurring documented losses. Settlement Class Members will be required to submit proper 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 pay. Proper documentation includes telephone records, correspondence, including emails, or receipts. Except as expressly provided herein, personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute proper 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 any credit monitoring and identity theft protection product. If a Settlement Class Member does not submit proper 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 the Claim, the Claim will be rejected.

b. Cash Payment for Lost Time

In addition to submitting a Claim for a Cash Payment for Documented Losses, Settlement Class Members may also elect Cash Payment for Lost Time, which provides $20.00 per hour for time spent by the Settlement Class Member undertaking remedial action necessitated by the Data Incident. The maximum amount Settlement Class Members may recover under Cash Payments for Lost Time is $60.00 for a total of three hours of lost time. To obtain this benefit, the Settlement Class Member must elect Cash Payment for Lost Time on the Claim Form, attest under penalty of perjury they spent time undertaking remedial actions necessitated by the Data Incident, and state the amount of time they spent. Settlement Class Members who submit a claim for Cash Payment

for Lost Time cannot receive the Alternate Cash Payment.

c. Alternate Cash Payment

As an alternative to submitting a claim for Cash Payment for Lost Time, Settlement Class Members may elect to receive the Alternate Cash Payment. Settlement Class Members may elect to receive an Alternate Cash Payment, which is a flat cash payment in the amount of $40.00. Settlement Class Members who elect the Alternate Cash Payment may also elect to submit a Claim for a Cash Payment for Documented Losses.

d. Credit Monitoring

In addition to electing one or more Cash Payments, Settlement Class Members may elect to receive Credit Monitoring, which is comprised of three years of credit monitoring with one credit bureau.

62. **Settlement Administration Costs**

Defendant shall pay all Settlement Administration Costs. Defendant shall enter into a separate agreement with the Settlement Administrator for the payment of the Settlement Administration Costs. Plaintiffs, Class Counsel, and the Settlement Class shall have no liability with respect to payment of the Settlement Administration Costs. Defendant shall fund, or cause to be funded, the estimated Settlement Administration costs into an appropriate account established and to be administered by the Settlement Administrator pursuant to the terms of this Agreement, within 30 days of the later of: (i) entry of the Preliminary Approval Order or (ii) (a) Defendant's receipt of Settlement Fund payment instructions, a form W-9 for the Settlement Fund, and contact information to voice verify the Settlement Fund payment instructions and (b) Defendant's insurer's voice verification of the Settlement Fund payment instructions.

V. Settlement Approval

63. Upon execution of this Agreement, Plaintiffs shall file their Motion for Preliminary Approval.

64. The Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Process set forth herein and approve 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 Plaintiffs as Class Representatives and Jeff Ostrow, E. Powell Miller, and John Nelson as Class Counsel for Settlement purposes; (7) appoint Simpluris, Inc. as the Settlement Administrator; (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.

VI. Settlement Administrator

65. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. The Parties shall jointly oversee the Settlement Administrator. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution and the state of Michigan.

66. 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, and ensuring the distribution of Settlement Class Member benefits.

67. The Settlement Administrator's duties include:

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

b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;

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

e. Responding to any mailed Settlement Class Member inquiries;

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

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

h. In advance of the Final Approval Hearing, preparing a declaration for the

Parties 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, the value of the Valid Claims submitted to date, providing the names of each individual 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;

i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment for Documented Losses and/or a Cash Payment for Lost Time;

j. Collecting from Defendant and/or its insurer(s) the cash necessary to pay Settlement Class Member Benefits Settlement Administration Costs;

k. Distributing Cash Payments as well as Credit Monitoring codes to Settlement Class Members who submit Valid Claims;

l. Any other Settlement administration function at the instruction of Class Counsel and Defendant's Counsel.

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

68. Defendant will make available to the Settlement Administrator 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 and otherwise administer the Settlement.

69. Within 30 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program using the forms of Notice approved by the Court. Class Counsel shall insert the correct dates and deadlines in the Notice before the Notice

Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order.

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

71. The Postcard Notice shall be double-sided and include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the Opt-Out Deadline for Settlement Class members to opt-out of the Settlement Class; the Objection Deadline for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the initial scheduled Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members

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

73. The Long Form Notice also shall include a procedure for Settlement Class members to opt-out of the Settlement Class, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the opt-out instructions. A Settlement Class member may opt-out of the Settlement Class at any time prior to the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must contain the case name and case number, 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 be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

74. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards, and the Postcard Notice shall direct Settlement Class members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded him or herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if it was mailed first-class postage prepaid and received with a postmark date indicated on the envelope on or before the Objection Deadline. In other words, objections postmarked after the Objection

Deadline are late and will not be considered by the Court. If submitted by courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

75. For an objection to be considered by the Court, the objection must also include all of the following:

a. the case name and number of the Action;

b. the objector's full name, mailing address, telephone number, and email address (if any);

c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

d. the number of times the objector has objected to a class action settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector has made any 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;

e. 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;

f. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector's counsel and/or the counsel's firm has made any 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;

g. a statement confirming whether the objector and/or objector's counsel will appear at the Final Approval Hearing;

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

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

j. whether the objector and/or objector's counsel utilized any form of artificial intelligence in the preparation of the objection; and

k. 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. This includes taking depositions and requesting documents. Failure to strictly comply with the requirements of this section and in the Long Form Notice will result in the objection being overruled on procedural grounds without consideration of the objection's merits.

76. If a Settlement Class Member opts-out of the Settlement and also objects to the Settlement, regardless of which was submitted first, the opt-out will control and the objection will not be considered.

VIII. Claim Process and Disbursement of Settlement Class Member Benefits

77. The Notices and the Settlement Website shall explain to Settlement Class Members that they may be entitled to Settlement Class Member Benefits and how to submit a Claim Form.

78. 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.

79. 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 authority to determine whether a Claim is a Valid Claim.

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

81. 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 Claims 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.

82. 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 Claimant or 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, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for reconsideration. The Settlement Administrator shall notify the Claimant using the contact information provided by the Claimant in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Claimant shall have until the later of the Claim Form Deadline or 15 days from the date the Notice of Deficiency is postmarked, if sent to the Claimant via mail, or sent to the Claimant via email, to reply to the Notice of Deficiency and provide the requested information. If the Claimant timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Claimant does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant's Counsel and Class Counsel otherwise agree.

83. 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. The Claim Form is illegible;

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 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 Agreement.

84. 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 30 days from the Claim Form Deadline to approve or reject Claims.

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, the Settlement Administrator shall notify the Claimant using the contact information provided by the Claimant in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.

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

85. If requested by Class Counsel or Defendant's Counsel, the Settlement Administrator shall provide all information gathered in its investigation of 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. 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.

86. 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.

87. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims withing five days of the Effective Date, or as soon as all Claim deficiencies are resolved. No later than 30 days after receipt of the invoice, Defendant shall pay, or cause to be paid, to the Settlement Administrator the invoiced amount of all Valid Claims.

88. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 60 days after the Effective Date.

89. Cash Payments to Settlement Class Members will be made in the manner elected by the Settlement Class Members on the Claim Form. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the Settlement Class Member shall forfeit their entitlement to the funds.

IX. Final Approval Order and Final Judgment

90. Plaintiffs shall file their Motion for Final Approval, inclusive of the Application for Attorneys' Fees, Costs and Service Awards, no later than 45 days before the initial scheduled Final

Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiffs' Motion for Final Approval 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 met all the requirements listed in this Agreement.

91. 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 the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Class for settlement purposes only;

c. Determine the 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 other Released Parties from the Released Claims; 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.

X. Attorneys' Fees, Costs and Service Award

92. ***Service Awards*** – As part of the Motion for Final Approval, Class Counsel shall apply to the Court for Service Awards in the amount of $2,000.00 for each of the Class Representatives. The Service Award payments to Class Representatives shall be separate and apart from their entitlement to Settlement Class Member Benefits. Defendant shall pay or cause to be paid the Court-approved Service Awards by wire transfer to Class Counsel no later than 30 days of the Effective Date and receipt of an IRS Form W-9 completed with Class Counsel's taxpayer identification number.

93. ***Attorneys' Fees and Costs*** – As part of the Motion for Final Approval, Class Counsel shall apply to the Court for an award of attorneys' fees and reimbursement of costs in the amount of $325,000.00. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and costs by wire transfer to Class Counsel no later than 30 days of the Effective Date and receipt of an IRS Form W-9 completed with Class Counsel's taxpayer identification number.

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

XI. Releases

95. 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 the Released Parties from any and all Released Claims, including but not limited to any state law or common law claims arising out of or relating to the Data Incident

that the Releasing Parties may have or had, such as under California's Consumer Privacy Act, California Civil Code section 1798.100, *et seq*. and/or California's Unfair Competition Law, California Civil Code section 17200 *et seq*. Each Party expressly waives 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 agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

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

97. 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 any Released Claim against the Released Parties, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

XII. Termination of Settlement

98. This Agreement shall be subject to and is expressly conditioned on the occurrence

of all of the following events:

a. Court approval of the Settlement and the Releases set forth herein;

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.

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

100. 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*.

XIII. Effect of Termination

101. The grounds upon which this Agreement may be terminated are set forth in Section XII. 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, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

102. 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.

XIV. No Admission of Liability

103. 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 specifically denies that a class could or should be certified in the Action for litigation purposes. 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.

104. 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 have investigated the facts and law relevant to the merits of the claims, conducted informal 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 members.

105. 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.

106. 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.

107. 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.

XV. Miscellaneous Provisions

108. ***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. The Parties will not make any public statement about the settlement that has not been approved by the other side, except as required or

authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. 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 Settlement to its attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

109. ***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.

110. ***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.

111. ***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.

112. ***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.

113. ***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.

114. ***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.

115. ***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.

116. ***Counterparts***. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of a PDF shall be deemed an original.

117. ***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 Claims Process 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.

118. ***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:

E. Powell Miller (P39487)
THE MILLER LAW FIRM, P.C.
950 W. University Dr., Ste. 300
Rochester, MI 48307
epm@millerlawpc.com

Jeff Ostrow
Kopelowitz Ostrow P.A.
One West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolawyers.com

John J. Nelson
MILBERG, PLLC
280 S. Beverly Drive, Penthouse
Beverly Hills, CA 90212
jnelson@milberg.com

If to Defendant or Defendant's Counsel:

Jad Sheikali
SHOOK, HARDY & BACON LLP
111 South Wacker Drive, Suite 4700
Chicago, IL 60606
jsheikali@shb.com

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

119. ***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.

120. ***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.

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

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

123. ***Independent Investigation and Decision to Settle***. The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Action as reflected in this Agreement, that will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed

and analyzed data that they and their experts used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. It is the Parties' intention to resolve their disputes in connection with this Action pursuant to the terms of this Agreement now and thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

124. ***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.

CLASS COUNSEL (for Plaintiffs)

E. Powell Miller
E. Powell Miller (Aug 25, 2026 16:36:09 EDT)

E. Powell Miller
THE MILLER LAW FIRM, P.C.

Jeffrey Ostrow
Jeffrey Ostrow (Aug 25, 2026 16:19:57 EDT)

Jeff Ostrow
KOPELOWITZ OSTROW P.A.

John Nelson
John Nelson (Aug 25, 2026 13:08:53 PDT)

John Nelson
MILBERG, PLLC

RENKIM CORPORATION

By:
Its:

COUNSEL FOR RENKIM CORPORATION

Jad Sheikali
SHOOK, HARDY & BACON LLP

EXHIBIT 1

Renkim Data Incident Settlement
c/o Settlement Administrator
P.O. Box _____
Santa Ana, CA 92799-9958

Cundiff, et al. v. Renkim Corporation
Case No. 26-010626-CZ

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE MARCH 2025 RENKIM CORPORATION DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this Notice.

This is not a solicitation from a lawyer.

You are not being sued.

This notice is only a summary. Visit www.[SettlementWebsite].com or scan this QR code for complete information.

QR code

First-Class Mail
US Postage Paid
Permit #__

LoginID: «ClaimLoginID»
PIN: «ClaimLoginPIN»

Postal Service: Please do not mark barcode

«IMbFullBarcodeEncoded»

«FirstName» «LastName»
«Address1» «Address2»
«City», «State» «Zip»

Why am I receiving this notice? A Settlement has been reached with Renkim Corporation ("Renkim") in a class action lawsuit ("Settlement"). The case is about the March 2025 cyberattack on Renkim's computers (the "Data Incident"). Files containing private information were accessed. Renkim denies that it did anything wrong, and the Court has not decided who is right. The parties have agreed to settle the lawsuit to avoid the risks, disruption, and uncertainties of continued litigation. A copy of the Settlement is available online.

Who is included in the Settlement? The Court has defined the class as: "All living individuals residing in the United States who were sent notice by Defendant that their Private Information was impacted in the Data Incident."

The Court has appointed experienced attorneys, called "Class Counsel," to represent the Class.

What are the Settlement benefits? You can claim 3 years of **Credit Monitoring** from CyEx Financial Shield Complete.

You can also elect one or more of the **Cash Payment** options:
(a) If you have documented losses can get back up to **$4,000**,

and

(b) (i) if you spent time fixing problems caused by this incident, you can get back $20/hour for up to 3 hours (up to **$60**),

or

(ii) You can elect a one-time **$40** Alternate Cash Payment.

Full details and instructions are available online.

How do I receive a benefit? File your claims online. For a full paper Claim Form call **(XXX) XXX-XXXX**. **Claims must be submitted online or postmarked by [Claims Deadline]**.

What if I don't want to participate in the Settlement? If you do not want to be part of the Settlement, you must exclude yourself by **[Opt-Out Deadline]** or you will not be able to sue Renkim for the claims made in *this* lawsuit. If you exclude yourself, you cannot get benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **[Objection Deadline].** The Settlement Agreement, available online, explains how to exclude yourself or object.

When will the Court approve the Settlement? The Court will hold a hearing in this case on **[FA Hearing Date]** at the **[Court Address]**, to consider whether to approve the Settlement. The Court will also consider Class Counsel's request for attorneys' fees and costs of up to $325,000, and $2,000 for each of the Plaintiffs. You may attend the hearing at your own cost, but you do not have to.

This notice is only a summary. Visit the settlement website online or scan this QR code for complete information.

QR code

EXHIBIT 2

Circuit Court for Wayne County, Michigan

Cundiff, et al. v. Renkim Corporation
Case No. 26-010626-CZ

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOUR PRIVATE INFORMATION WAS COMPROMISED IN THE MARCH 2025 RENKIM CORPORATION DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND ENTITLE YOU TO BENEFITS AND A CASH PAYMENT.

A court has authorized this notice. This is not a solicitation from a lawyer.
You are not being sued.
Please read this Notice carefully and completely.

- A Settlement has been reached with Renkim Corporation ("Renkim" or "Defendant") in a class action lawsuit. This case is about the targeted cyberattack on Renkim's computer systems that occurred in March 2025 (the "Data Incident"). Certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; total balances; consumer number; and provider name.
- The lawsuit is called *Cundiff, et al. v. Renkim Corporation*, Case No. 26-010626-CZ. It is pending in the Circuit Court for Wayne County, Michigan (the "Litigation").
- Renkim denies that it did anything wrong, and the Court has not decided who is right.
- The parties have agreed to settle the lawsuit (the "Settlement") to avoid the costs and risks, disruptions, and uncertainties of continuing the Litigation.
- Renkim's records indicate that you are a Class Member, and entitled to benefits under the Settlement. You may have received a previous notice directly from Renkim.
- Your rights are affected whether you act or don't act. ***Please read this Notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive benefits or payments from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.	**_____, 2026**
OPT OUT OF THE SETTLEMENT	You can choose to opt out of the Settlement and receive no benefit or payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense.	**_____, 2026**
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don't like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a claim for Settlement benefits.	**_____, 2026**
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive benefits or payments from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- These rights and options—**and the deadlines to exercise them—**are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION 3
WHO IS IN THE SETTLEMENT 4
THE SETTLEMENT BENEFITS 4
SUBMITTING A CLAIM FORM FOR SETTLEMENT BENEFITS 5
THE LAWYERS REPRESENTING YOU 6
EXCLUDING YOURSELF FROM THE SETTLEMENT 6
COMMENTING ON OR OBJECTING TO THE SETTLEMENT 7
THE COURT'S FINAL APPROVAL HEARING 9
IF I DO NOTHING 9
GETTING MORE INFORMATION 9

Basic Information

1. Why was this Notice issued?

The Circuit Court for Wayne County, Michigan, authorized this Notice. You have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is called *Cundiff, et al. v. Renkim Corporation*, Case No. 26-010626-CZ. It is pending in the Circuit Court for Wayne County, Michigan. The people that filed this lawsuit are called the "Plaintiffs" (or "Class Representatives") and the company they sued, Renkim Corporation, is called the "Defendant."

2. What is this lawsuit about?

This lawsuit alleges that during the March 2025 targeted cyberattack on Renkim's computer systems, certain files that contained private information were accessed. These files may have contained personal information such as names; addresses; total balances; consumer number; and provider name.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Class" or "Class Members." One court resolves the lawsuit for all Class Members, except for those who opt out from the settlement. In this Settlement, the Class Representatives are Echo Dawn Cundiff; Eleanor Griffin; and Debora Boone. Everyone included in this Action are the Class Members.

4. Why is there a Settlement?

The Court did not decide whether the Plaintiffs or the Defendant are right. Both sides have agreed to a Settlement to avoid the costs and risks of a trial, and to allow the Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The court has defined the Class this way: "All living individuals residing in the United States who were sent notice by Defendant that their Private Information was impacted in the Data Incident."

6. Are there exceptions to being included?

Yes. Excluded from the Class are: (a) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and any of their current or former officers and directors; (b) governmental entities; (c) the Judge(s) assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and properly opts-out of the Settlement.

If you are not sure whether you are a Class Member, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Renkim Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You may also view the Settlement Agreement at www.[SettlementWebsite].com.

The Settlement Benefits

7. What does the Settlement provide?

All Settlement Class Members are eligible to enroll in **Credit Monitoring** and to claim one or more of the **Cash Payment** options. These benefits are described in more detail below.

CREDIT MONITORING. All Class Members are eligible to claim three years of CyEx Financial Shield Complete. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS. You may make a claim for one or more of the Cash Payment options:

(A) Cash Payment for Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$4,000.00**. The losses must have occurred between March 2, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

AND

(B) (i) Cash Payment for Lost Time. Class Members who spent time responding to the Data Incident may claim up to three hours, at $20.00 per hour, for a maximum of **$60.00**.

You must have spent the time on tasks related to the Data Incident. Some examples includelike:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You must attest that the time was spent responding to the Data Incident.

OR

(ii) Alternate Cash Payment. *Instead of Cash Payment for Lost Time*, you may claim a one-time **$40.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Renkim Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

8. What claims am I releasing if I stay in the Class?

If you stay in the class, you won't be able to be part of any other lawsuit against Renkim about the issues that this Settlement covers. The "Releases" section of the Settlement Agreement (Section XI) describes the legal claims that you give up if you remain in the Class. The Settlement Agreement is available at www.[SettlementWebsite].com.

Submitting a Claim Form for a Settlement Payment

9. How do I submit a claim for a Settlement benefit?

The fastest way to submit your Claim Form is online at www.[SettlementWebsite].com. If you prefer, you can download a printable Claim Form from the website and mail it to the Settlement Administrator at:

Renkim Data Incident Settlement
c/o Settlement Administrator
[PO Box Number]
Santa Ana, CA 92799-9958

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, (XXX) XXX-XXXX, by email info@[SettlementWebsite].com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

If you are submitting a Claim Form online, you must do so by [Claims Deadline]. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than [Claims Deadline].

11. When will the Settlement benefits be issued?

The Court will hold a final approval hearing on [FA Hearing Date] (***see* Question 18)**. If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed.

Settlement payments will be distributed if the Court grants final approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court has appointed attorneys E. Powell Miller of The Miller Law Firm, P.C.; Jeff Ostrow of Kopelowitz Ostrow, P.A.; and John J. Nelson of Milberg PLLC, to represent you and other Class Members ("Class Counsel").

13. Should I get my own lawyer?

You will not be charged for Class Counsel's services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve $325,000.00 as reasonable attorneys' fees and reimbursement of litigation costs. This amount will be paid by Renkim.

Class Counsel will also ask for Service Award payments of $2,000.00 for each of the Class Representatives. Service Award payments will also be paid by Renkim.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a Request for Exclusion, and is sometimes also called "opting out." If you opt out, you will not receive

Settlement benefits or payment. However, you will keep any rights you may have to sue Renkim on your own about the legal issues in this case.

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement benefits if you exclude yourself.

The deadline to exclude yourself from the Settlement is **[Opt-Out Deadline]**.

To be valid, your Request for Exclusion must have the following information:

(1) the name of the Litigation: *Cundiff, et al. v. Renkim Corporation*, Case No. 26-010626-CZ, pending in the Circuit Court for Wayne County, Michigan;

(2) your full name, mailing address, telephone number, and email address;

(3) personal signature; and

(4) the words "Request for Exclusion" or a clear and similar statement that you do not want to participate in the Settlement.

You may only exclude yourself—not any other person.

Mail your Request for Exclusion to the Settlement Administrator at:

Renkim Data Incident Settlement
ATTN: Exclusion Request
[PO Box Number]
Santa Ana, CA 92799-9958

Your Request for Exclusion must be submitted, postmarked, or emailed by **[Opt-Out Deadline]**.

Commenting on or Objecting to the Settlement

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

If you are a Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons for why you think the Court should not approve the Settlement. The Court will consider your views.

You cannot object if you have excluded yourself from the Settlement (***see* Question 15**)

You must provide the following information for the Court to consider your objection:

(1) the name of the Litigation: *Cundiff, et al. v. Renkim Corporation*, Case No. 26-010626-CZ, pending in the Circuit Court for Wayne County, Michigan;

(2) the objector's full name, mailing address, telephone number, and email address;

(3) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;

(4) the number of times the objector has objected to a class action settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector

has made any 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;

(5) 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;

(6) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector's counsel and/or the counsel's firm has made any 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;

(7) a statement confirming whether the objector and/or objector's counsel will appear at the Final Approval Hearing;

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

(9) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

(10) whether the objector and/or objector's counsel utilized any form of artificial intelligence in the preparation of the objection; and

(8) the objector's signature (if you have hired your own lawyer, their signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must file your complete objection with the Clerk of Court by [**OBJECTION DATE**]. You must also send a copy of the objection to the Settlement Administrator, Class Counsel, and counsel for Defendants.

Clerk of the Court	**Settlement Administrator**
Clerk of the Court [Court Address]	Renkim Data Incident Settlement ATTN: Objections [PO Box Number] Santa Ana, CA 92799-9958

Class Counsel	**Counsel for Defendants**
E. Powell Miller (P39487) **THE MILLER LAW FIRM, P.C.** 950 W. University Dr., Ste. 300 Rochester, MI 48307 Jeff Ostrow **Kopelowitz Ostrow P.A.** One West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301 John J. Nelson **MILBERG, PLLC** 280 S. Beverly Dr., Penthouse	Jad Sheikali **SHOOK, HARDY & BACON LLP** 111 South Wacker Dr., Ste. 4700 Chicago, IL 60606

Beverly Hills, CA 90212	

17. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a final approval on **[FA Hearing Date] at [Hearing Time] Eastern Time**, in Room [Court Room] of the Circuit Court for Wayne County, Michigan, at [Court Address].

At the final approval hearing, the Court will decide whether to approve the Settlement. The court will also decide how Class Counsel should be paid, and whether to award Service Award payments to the Class Representatives. The Court will also consider any objections to the Settlement.

If you are a Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost (***See* Question 16**).

The date and time of this hearing may change without further notice. Please check www.[SettlementWebsite].com for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it; the Court will consider it as long as it was filed on time. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This Notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, www.[SettlementWebsite].com.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@[SettlementWebsite].com
- Call toll free, 24/7: (XXX) XXX-XXXX
- By mail: Renkim Data Incident Settlement
  c/o Settlement Administrator
  [PO Box Number]
  Santa Ana, CA 92799-9958

You can obtain copies of publicly filed documents by visiting the office of the Clerk of the Court, [Court Address].

DO NOT CONTACT THE COURT OR CLERK OF COURT REGARDING THIS SETTLEMENT

EXHIBIT 3

CLAIM FORM AND RELEASE

CIRCUIT COURT FOR WAYNE COUNTY, MICHIGAN

Cundiff, et al. v. Renkim Corporation
Case No. 26-010626-CZ

Renkim Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

(XXX) XXX-XXXX
info@[SettlementWebsite].com
www.[SettlementWebsite].com

TO BE ELIGIBLE TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST BE A SETTLEMENT CLASS MEMBER.

The court has defined the Class this way: "All living individuals residing in the United States who were sent notice by Defendant that their Private Information was impacted in the Data Incident."

Excluded from the Settlement Class are: (a) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and any of their current or former officers and directors; (b) governmental entities; (c) the Judge(s) assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and properly opts-out of the Settlement.

You may submit your Claim Form through the Settlement Website, www.[SettlementWebsite].com, or by completing and signing this Claim Form.

Claims must be received by [Claims Deadline].

Paper Claim Forms must be mailed through the United States Postal Service, so that they are received by the Claims Administrator **no later than [Claims Deadline]**. Please mail to:

Claims Administrator
Renkim Data Incident Settlement
P.O. Box [PO Box Number]
Santa Ana, CA 92799

Do not mail or deliver your Claim Form to the Court, the Settling Parties, or their counsel.

GENERAL INFORMATION

1. Complete information about the proposed Settlement is available at www.[SettlementWebsite].com.
2. If you submitted a request to be excluded from the Settlement, do not submit a claim.
3. Submit only one Claim Form, online or paper, per person.

AVAILABLE BENEFITS

All Settlement Class Members are eligible to enroll in **Credit Monitoring** and to claim one or more of the **Cash Payment** options. These benefits are described in more detail below.

CREDIT MONITORING. All Class Members are eligible to claim three years of CyEx Financial Shield Complete. This comprehensive service comes with $1 million of financial fraud insurance, and includes monitoring for:

- fraud or identity theft
- unauthorized financial transactions
- personal information associated with high-risk transactions

If anything suspicious happens, you will be able to talk to a fraud resolution agent to help fix any problems.

CASH PAYMENT OPTIONS. You may make a claim for one or more of the Cash Payment options:

(A) Cash Payment for Documented Losses. If you incurred actual, documented out-of-pocket losses due to the Data Incident, you can get back up to **$4,000.00**. The losses must have occurred between March 2, 2025, and [Claims Deadline].

This benefit covers out-of-pocket expenses like:

- losses because of identity theft or fraud
- fees for credit reports, credit monitoring, or freezing and unfreezing your credit
- cost to replace your IDs
- postage to contact banks by mail

You need to send proof, like bank statements or receipts, to show how much you spent or lost. You can also send notes or papers you made yourself to explain or support other proof, but those notes or papers alone are not enough to make a valid claim. Your proof or notes should show that your expenses were because of the Data Incident.

You cannot claim a payment for expenses that have already been reimbursed by a third party.

AND

(B) (i) Cash Payment for Lost Time. Class Members who spent time responding to the Data Incident may claim up to three hours, at $20.00 per hour, for a maximum of **$60.00**.

You must have spent the time on tasks related to the Data Incident. Some examples include things like:

- changing your passwords
- investigating suspicious activity in your accounts
- researching the Data Incident

You must attest that the time was spent responding to the Data Incident.

OR

(ii) Alternate Cash Payment. *Instead of Cash Payment for Lost Time*, you may claim a one-time **$40.00** cash payment. You do not have to provide any proof or explanation to claim this payment.

If you have questions about these benefits, you can ask for free help any time by contacting the Settlement Administrator at:

Online:	www.[SettlementWebsite].com
By email:	info@[SettlementWebsite].com
By toll-free call:	(XXX) XXX-XXXX
By mail:	Claims Administrator Renkim Data Incident Settlement c/o Settlement Administrator [PO Box Number] Santa Ana, CA 92799-9958

THE MOST EFFICIENT WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT www.[SettlementWebsite].com

You may also print out and complete this Claim Form, and submit it by U.S. mail.

An electronic image of the completed Claim Form can also be emailed to info@[SettlementWebsite].com

Claims must be received by [Claims Deadline].

If your contact information changes after you submit your claim, notify the Claims Administrator.

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Please complete this entire section. The Claims Administrator will use this information to get in touch with you regarding your claim. If you contact information changes after you submit your claim, notify the Claims Administrator. **Please write legibly.**

Class Member First Name **MI**

Class Member Last Name

Entity Name (if Class Member is not an individual)

Address 1 (street name and number)

Address 2 (apartment, unit, or box number)

City **State** **ZIP**

Email Address

Telephone Number

- -

Login ID (if known)

II. CREDIT MONITORING

☐ Check this box if you would like to enroll in three years of Credit Monitoring from CyEx Financial Shield Complete.

III. CASH PAYMENT OPTIONS

You may make a claim one or more of the Cash Payment options

III. (a) CASH PAYMENT FOR DOCUMENTED LOSSES

☐ Check this box if you would like to claim reimbursement for documented losses due to identity theft or fraud. You can get back up to $4,000.00.

Please complete the table below, describing the supporting documentation you are submitting.

Description of Documentation Provided	***Amount***
Example: Unauthorized bank transfer	*$500*
TOTAL CLAIMED:	

If you have more expenses than rows, you may attach additional sheets of paper to account for them. Please print your name and sign the bottom of each additional sheet of paper.

III. (b) (i) CASH PAYMENT FOR LOST TIME

If you spent time fixing problems caused by Data Incident, please select how many hours (up to three) you spent.

I spent (select only **one**):

☐ 1 hour ($20.00) ☐ 2 hours ($40.00)

☐ 3 hours ($60.00)

III. (b)(ii) ALTERNATE CASH PAYMENT

☐ Check this box if you want to claim a one-time $40.00 cash payment. **DO NOT CLAIM THIS BENEFIT IF YOU ARE CLAIMING PAYMENTS FROM SECTION III.(b)(i).**

IV. PAYMENT SELECTION

Please select **one** of the following payment options, which will be used if you are claiming a cash payment.

☐ **PAYPAL**

Email address associated with your PayPal account, if different than you provided in Section I:

☐ **VENMO**

Telephone number associated with your Venmo account, if different than you provided in Section I:

___ - ___ - ____

☐ **ZELLE**

Email address associated with your PayPal account, if different than you provided in Section I:

OR

Telephone number associated with your Zelle account, if different than you provided in Section I:

___ - ___ - ____

☐ **VIRTUAL PREPAID CARD**

Email address where you want to receive your prepaid card, if different than you provided in Section I:

☐ **PHYSICAL CHECK**

Payment will be mailed to the address provided in Section 1.

V. ATTESTATION AND SIGNATURE

I swear and affirm on penalty of perjury that the information provided in this Claim Form, including supporting documentation, is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Class Member Signature

MM DD YY

Please print or type your name on the line above.

EXHIBIT 4

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

Echo Dawn Cundiff, Eleanor Griffin, and Debora Boone, Plaintiffs, v. Renkim Corporation, Defendant.	Case No. 26-010626-CZ Hon. Patricia Perez Fresard **[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

E. Powell Miller (P39487)
THE MILLER LAW FIRM, P.C.
950 W. University Dr., Ste. 300
Rochester, MI 48307
Tel: (248) 841-2200
epm@millerlawpc.com

Jeff Ostrow (P89472)
KOPELOWITZ OSTROW P.A.
One West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
Tel: (954) 332-4200
ostrow@kolawyers.com

John J. Nelson (*pro hac vice*)
MILBERG PLLC
280 S. Beverly Drive, Penthouse
Beverly Hills, CA 90212
Tel: (858) 209-6941
jnelson@milberg.com

Counsel for Plaintiffs and the Putative Class

**Application for pro hac anticipated*

Jad Sheikali
SHOOK, HARDY & BACON LLP
111 South Wacker Drive, Suite 4700
Chicago, IL 60606
Tel: (312) 704-7700
jsheikali@shb.com

Michael D. Carroll (P53815)
KERR, RUSSELL AND WEBER, PLC
500 Woodward Avenue, Suite 2500
Detroit, MI 48226
Tel: (312) 961-0200
mcarroll@kerr-russell.com

Counsel for Defendant Renkim Corporation

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

At a session of said Court, held in the City of ____,
County of Wayne, State of Michigan
on_____

PRESENT:_____
CIRCUIT COURT JUDGE

This matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, the Court having reviewed and considered the Motion for Preliminary Approval, the Settlement Agreement between Plaintiffs, Echo Dawn Cundiff, Eleanor Griffin, and Debora Boone, and Defendant, Renkim Corporation, and all other papers that have been filed with the Court related to the Settlement, including all exhibits and attachments to the Motion and Settlement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. The Capitalized terms used in this Preliminary Approval Order have the same meanings as those defined in the Settlement Agreement attached to the Motion for Preliminary Approval as Exhibit A.

2. The terms of the Settlement are preliminarily approved as fair, reasonable, and adequate and are fully incorporated and adopted herein. There is good cause to find that the Settlement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Michigan Court Rule 3.501—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Michigan Court Rule 3.501, and for the purposes of settlement only, the following Settlement Class consisting of: all living individuals residing in the United States who were sent notice by Defendant that their Private Information was impacted in the Data Incident. Excluded from the Settlement Class are (a) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and any of their current or former officers and directors; (b) governmental entities; (c) the Judge(s) assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and properly opts-out of the Settlement.

5. For settlement purposes only, Plaintiffs, Echo Dawn Cundiff, Eleanor Griffin, and Debora Boone, are hereby appointed as Class Representatives.

6. For settlement purposes only, E. Powell Miller of The Miller Law Firm, P.C., Jeff Ostrow of Kopelowitz Ostrow, P.A., and John J. Nelson of Milberg PLLC are hereby appointed as Class Counsel.

7. The Court recognizes that, pursuant to the Settlement, Defendant and the Released Parties retain all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Action resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notice attached to the Settlement and finds that it meets the requirements of Michigan Court Rule 3.501(C) and satisfies Due Process requirements under the U.S. and Michigan Constitutions.

9. The Court finds that the Notice Program set forth in the Settlement meets the requirements of Michigan Court Rule 3.501(C) and constitutes the best notice practicable under the circumstances, where Settlement Class Members may be readily ascertained from Defendant's records, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement and Final Approval Order will be binding on all Settlement Class Members except for those who validly and timely exercise their right to opt-out. In addition, the Court finds that no notice other than that specifically identified in the Settlement is necessary in this Action. The Parties, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

10. Simpluris, Inc., or such other entity as the Parties agree, is hereby appointed Settlement Administrator to supervise and administer the Notice Program and Claims Process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement.

11. The Settlement Administrator may proceed with the distribution of Notice as set forth in the Settlement.

12. Settlement Class Members who wish to receive Settlement Class Member Benefits are required to submit a valid and timely Claim Form in conformance with the requirements set forth in the Settlement. Settlement Class Members shall receive the relief to which they are entitled following the Final Approval of the Settlement.

13. Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves the Claims Process and directs the Settlement Administrator to make the Claim Form available to Settlement Class Members in the manner specified in the Notice Program. The Settlement Administrator will be responsible for effectuating the Claims Process. Settlement Class Members who qualify for and

wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Final Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a Claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Final Judgment, including the releases contained therein.

14. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the Releases set forth in the Settlement, whether favorable or unfavorable, unless such persons opt-out from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly opt-out shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the Released Claims under the terms of the Settlement.

15. Any Settlement Class Member may opt-out of the Settlement Class by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. To be considered, such opt-out request must conform to the requirements as set forth in the Settlement Agreement and Long Form Notice.

16. Any Settlement Class Member who elects to opt-out shall not: (i) be bound by the releases or covenants in the Final Approval Order; (ii) be entitled to relief under the Settlement; (iii) gain any rights by virtue of this Settlement; or (iv) be entitled to object to any aspect of this Settlement.

17. In combination with the Motion for Final Approval, Class Counsel will file a motion seeking attorneys' fees, costs, and Service Awards no later than 45 days before the Final Approval Hearing.

18. Any Settlement Class Member who has not opted-out of the Settlement Class and who wishes to object to any aspect of the Settlement—including the amount of the attorneys' fees and costs that Class Counsel intends to seek and the payment of Service Awards to the Class Representatives—may object to the Settlement by expressly stating their objection in writing. To be considered on the merits, such objection must strictly conform to the requirements set forth in the Settlement Agreement and Long Form Notice.

19. A Settlement Class Member who has not timely opted-out from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards are required to indicate in their written objection whether, if they intend to appear at the Final Approval Hearing, they will do so on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection, such Settlement Class Member must also include in their written objection any documents supporting the objection.

20. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements for the objection set forth in this Preliminary Approval Order and in the Settlement are fully and timely satisfied by including: (a) the case name and case number; (b) the objector's full name, mailing address, telephone number, and email address (if

any); (c) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (d) the number of times the objector has objected to a class action settlement within the five years preceding the date the objector files the objection, the caption of each case in which the objector has made any 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; (e) 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; (f) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date the objector files 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; (g) a statement confirming whether the objector and/or objector's counsel will appear at the Final Approval Hearing; (h) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (i) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; (j) whether the objector and/or objector's counsel utilized any form of artificial intelligence in the preparation of the objection; and (k) 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. This includes taking depositions and requesting documents. Failure to strictly comply with these requirements and those set forth in the Long Form Notice will result in the objection being overruled on procedural grounds without consideration of the objection's merits.

20. If a Settlement Class Member opts-out of the Settlement and also objects to the Settlement, regardless of which was submitted first, the opt-out will control and the objection will not be considered.

21. A Final Approval Hearing shall be held in person and/or via video before the Court for the following purposes:

a) to finally determine whether the applicable prerequisites for settlement class action treatment under Michigan Court Rule 3.501 have been met;

b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

c) to determine whether the judgment as provided under the Settlement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims that have been released in the Settlement;

d) to determine whether the Notice employed meets the requirements of Michigan Court Rule 3.501(C) and constitutes the best notice practicable under the circumstances;

e) to consider the Application for Attorneys' Fees, Costs, and Service Awards;

f) to consider the distribution of the Settlement Class Member Benefits; and

g) to rule upon such other matters as the Court may deem appropriate.

22. The Final Approval Hearing may be postponed, adjourned, transferred, continued, or change location by order of the Court without further notice to the Settlement Class. If the Court alters any of those dates, times, or location, the revised dates, times, and location shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class. At or following the Final Approval Hearing, the

Court may enter a Final Approval Order in accordance with the Settlement that adjudicates the rights of all Settlement Class Members and approves the Settlement and enter a Final Judgment.

23. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

24. All discovery and other proceedings in the Action as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement and this Preliminary Approval Order.

25. For clarity, the key deadlines set forth above and in the Settlement are as follows:

Action	**Deadline**
Defendant Provides Settlement Class List to Settlement Administrator	No later than five days of entry of the Preliminary Approval Order
Notice Commencement Deadline	No later than 30 days after entry of the Preliminary Approval Order
Objection/Opt-Out Deadlines	30 days before the initial scheduled Final Approval Hearing.
Claim Form Deadline	15 days before the initial scheduled Final Approval Hearing
Motion for Final Approval to Be Filed By Class Counsel	No later than 45 days before the Final Approval Hearing
Final Approval Hearing	_____, 2026, at ___:____AM/PM (No earlier than 120 days after entry of the Preliminary Approval Order

IT IS SO ORDERED.

_____ _____

Dated Hon. Patricia Perez Fresard

EXHIBIT 5

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

Echo Dawn Cundiff, Eleanor Griffin, and Debora Boone, Plaintiffs, v. Renkim Corporation, Defendant.	Case No. 26-010626-CZ Hon. Patricia Perez Fresard **[PROPOSED] STIPULATED ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT & APPLICATION FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

E. Powell Miller (P39487)
THE MILLER LAW FIRM, P.C.
950 W. University Dr., Ste. 300
Rochester, MI 48307
Tel: (248) 841-2200
epm@millerlawpc.com

Jeff Ostrow (P89472)
KOPELOWITZ OSTROW P.A.
One West Las Olas Blvd., Suite 500
Fort Lauderdale, Florida 33301
Tel: 954-525-4100
ostrow@kolawyers.com

John J. Nelson (*pro hac vice*)
MILBERG PLLC
280 S. Beverly Drive, Penthouse
Beverly Hills, CA 90212
Tel: (858) 209-6941
jnelson@milberg.com

Counsel for Plaintiffs and the Putative Class

Jad Sheikali
SHOOK, HARDY & BACON LLP
111 South Wacker Drive, Suite 4700
Chicago, IL 60606
Tel: (312) 704-7700
jsheikali@shb.com

Michael D. Carroll (P53815)
KERR, RUSSELL AND WEBER, PLC
500 Woodward Avenue, Suite 2500
Detroit, MI 48226
Tel: (312) 961-0200
mcarroll@kerr-russell.com

Counsel for Defendant Renkim Corporation

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

At a session of said Court, held in the City of _____,
County of Wayne, State of Michigan
on_____

PRESENT: _____
CIRCUIT COURT JUDGE

This matter having come before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards, the Court having reviewed and considered the Motion for Final Approval and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement, and the Court being fully advised in the premises, following a hearing on _____, 2026, IT IS HEREBY ORDERED, as follows:

1. The capitalized terms in this Final Approval Order shall have the same meanings as those defined in the Settlement Agreement, attached to the Motion for Final Approval as *Exhibit A*.

2. The Court has jurisdiction over the subject matter of this action, Plaintiffs, the Settlement Class Members, and Defendant.

3. The Court incorporates and confirms as final its preliminary findings, conclusions, and appointments as reflected in the Preliminary Approval Order.

4. Plaintiffs, Echo Dawn Cundiff, Eleanor Griffin, and Debora Boone, are confirmed as Class Representatives.

5. E. Powell Miller of The Miller Law Firm, P.C., Jeff Ostrow of Kopelowitz Ostrow, P.A., and John J. Nelson of Milberg PLLC are confirmed as Class Counsel.

6. The Court grants certification for settlement purposes of the following class:

> All living individuals residing in the United States who were sent notice by Defendant that their Private Information was impacted in the Data Incident.

7. Excluded from the Settlement Class are (a) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest, and any of their current or former officers and directors; (b) governmental entities; (c) the Judge(s) assigned to the Action, that Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and properly opts-out of the Settlement.

8. The Settlement Class meets all requirements for certification under Michigan Court Rule 3.501 for settlement purposes for the reasons explained in Plaintiffs' Memorandum of Law in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement. In particular, the Settlement Class satisfies the following Michigan Court Rule 3.501 requirements: (1) numerosity is satisfied because the Settlement Class includes 46,864 members; (2) commonality is satisfied because the central question in this lawsuit (which predominates over any questions affecting only individual Settlement Class Members) is whether Defendant employed appropriate measures to protect the Settlement Class Members' Private Information from disclosure prior to, and during the Data Incident that was detected by Defendant on March 3, 2025; (3) typicality is satisfied because the claims of the Class Representatives and the Settlement Class arise out of the Data Incident; and (4) adequacy is satisfied because the Class Representatives have an interest in the litigation and have no conflict with Settlement Class Members and because Class Counsel is experienced in class action litigation, particularly with respect to data breach litigation, and has adequately represented the Settlement Class. Because the Settlement Class is certified solely for purposes of settlement, the Court need not address any issues of manageability.

9. The Court finds the settlement memorialized in the Agreement and filed with the Court is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. The

Court finds that the strength of the Class Representatives' and Settlement Class Members' claims, when weighed against the strength of Defendant's defenses, support approval of the Settlement. In addition, taking this Action to trial would be a complex, lengthy, and expensive undertaking. Furthermore, support for the Settlement was strong, with no objections and only [____] requests for exclusion. The Settlement was reached on behalf of the Settlement Class by competent class action counsel following extensive arms-length negotiations between the Parties. The Parties reached the Settlement only after Defendant provided Plaintiffs with informal discovery. The Parties therefore were well-informed regarding the merits of this Action and the strengths and weaknesses of their respective positions.

10. As of the Opt-Out Deadline, only [____] potential Settlement Class Members have requested to be excluded from the Settlement. Their names, if any, are set forth in the attached ***Exhibit A*** to this Final Approval Order. Those persons are not bound by the Settlement and this Final Approval Order and shall not be entitled to any of the Settlement Class Member Benefits afforded to the Settlement Class Members under the Settlement, as set forth in the Settlement. All Settlement Class Members who have not timely and properly opted-out of the Settlement Class are bound by this Final Approval Order.

11. [___] objections were filed by Settlement Class Members.

12. All Settlement Class Members who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. All Settlement Class Members who have not excluded themselves from the Settlement Class are bound by this Final Approval Order.

14. The Settlement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement, for: (a) Settlement Class Members to be able to submit Claims that will be evaluated by the Settlement Administrator; (b) Defendant to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks; (c) Defendant to pay, subject to the approval and award of the Court, the reasonable attorneys' fees and costs of Class Counsel and Service Awards to Class Representatives.

15. The Court-approved Notice was distributed by the Settlement Administrator to Settlement Class Members by direct mail in accordance with the Settlement and Preliminary Approval Order. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Plaintiffs' Application for Attorneys' Fees, Costs, and Service Awards to the Class Representatives have been provided to Settlement Class Members as directed by this Court's Preliminary Approval Order, and proof of Notice has been filed with the Court. The Settlement Administrator established a Settlement Website for Settlement Class Members that provided access to the Notice and other Settlement documents, a mechanism to submit electronic Claim Forms, answers to frequently asked questions, and avenues for Settlement Class Members to seek more information. The Notice Program satisfied due process under the U.S. and Michigan Constitutions and the requirements of Michigan Court Rule 3.501 and constituted the best notice practicable under the circumstances.

16. The Parties and the Settlement Administrator are ordered and authorized to comply with and to consummate the Settlement in accordance with its terms (such terms incorporated into this order in their entirety), but are authorized, without further approval from the Court, to agree to such amendments, modifications, and expansions of the Settlement and its implementing

documents (including this Settlement and all Exhibits thereto) as may be necessary to consummate the Settlement that (i) are consistent in all material respects with the Final Approval Order, and (ii) do not limit the rights of Settlement Class Members.

17. By this Final Approval Order, upon the Effective Date, the Releasing Parties shall be deemed to have released the Released Parties for all Released Claims. The Releases apply to any unknown claims, which are claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement.

18. The Releasing Parties acknowledge that they may 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 Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any unknown claims they may have. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

19. Pursuant to the terms of the Settlement, upon entry of the Final Approval Order and Final Judgment, Class Representatives and other Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including any unknown claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Final Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

20. The Court, after careful review of the Motion for Final Approval and supporting Joint Declaration of Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Class Counsel's Application for Attorneys' Fees and Costs in the amount of $325,000.00. Payment shall be made pursuant to the terms of the Settlement.

21. The Court awards each of the Class Representatives $2,000.00 as Service Awards, which are also payable as described in the Settlement.

22. The Settlement Administrator shall issue payments to all Settlement Class Members as described in the Agreement.

23. This matter is dismissed with prejudice without awarding costs to the Parties except as provided in the Final Approval Order and the Settlement, but this Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith.

24. Neither this Final Approval Order nor Final Judgment shall constitute any evidence or admission by any Party (except as may be necessary to effectuate the Settlement).

25. The Clerk of Court is directed to enter and docket this Final Approval Order and enter Final Judgement in the Action.

LET JUDGMENT BE ENTERED ACCORDINGLY.

IT IS SO ORDERED.

ENTERED:

_____
Hon. Patricia Perez Fresard

_____
Date

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database