

# Exhibit 1

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

*In re 700 Credit Data Security Litigation*

Case No. 25-cv-13747

Hon. Robert J. White

**CLASS ACTION**

**JOINT DECLARATION OF PROPOSED SETTLEMENT CLASS  
COUNSEL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1. This Declaration is authored and submitted by proposed Class Counsel in the above-captioned matter: Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and E. Powell Miller of The Miller Law Firm, P.C. (“Class Counsel” and “Declarants”).

2. Declarants have personal knowledge of the matters stated herein. If called as witnesses, Declarants could and would testify truthfully and competently thereto under oath.

3. Declarants are presently Interim Co-Lead Counsel in this action, and submit this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”).

4. This case arises from a data security incident (the “Data Security Incident”) that Defendant 700Credit, LLC (“700Credit” or “Defendant”) suffered in October 2025, involving the potential unauthorized access of Private Information of approximately 5.8 million individuals, including contact information (such as name and address), dates of birth, and Social Security numbers.

5. Starting on November 24, 2025, the first of multiple actions arising out of the Data Incident were filed against Defendant. ECF No. 1.

6. After a status conference held on December 29, 2025, on January 6, 2026, the Court issued an Order Consolidating Cases and Appointing Interim Lead Counsel. ECF No. 32. On March 13, 2026, the Plaintiffs filed their Consolidated Complaint.

7. Mindful of the number of impacted individuals, since the filing of the litigation related to the Data Security Incident, the Parties have continuously engaged in discussions to see if the Parties could come up with a mutually-agreed upon solution to this litigation.

8. The Parties agreed to participate in a private mediation.

9. In the period prior to the Parties’ mediation, Class Counsel received informal discovery pertaining to Defendant’s data security measures, Defendant’s financial condition, the size of the Class, and the type of Private Information potentially accessed.

10. Through this informal discovery, Class Counsel and the Plaintiffs were able to evaluate the merits of Defendant's position and the strength and weaknesses of each respective side and draft a thorough mediation statement.

11. On April 2, 2026, the Parties participated in an all-day in-person mediation in Miami, Florida, presided over by Hon. Wayne Andersen (Ret.), a retired United States District Court judge and a highly sought-after mediator who has successfully mediated hundreds of data privacy cases.

12. While a settlement was not reached at mediation, the Parties engaged in additional negotiations facilitated by the mediator in the days following, and the Parties reached a settlement in principle shortly thereafter, on April 8, 2026.

13. Following the filing of a Notice of Settlement and Stipulated Order, on April 23, 2026, the Court issued an order staying all deadlines and providing Plaintiffs 45 days to file their Motion for Preliminary Approval. ECF No. 48.

14. The Parties have since worked to negotiate and finalize the terms of the Settlement Agreement (the "S.A." or "Agreement"), including selection of the Settlement Administrator. The Parties submit the Agreement and its exhibits as **Exhibit 1** hereto.

15. The Settlement Agreement provides an outstanding result for the Class, particularly considering the complex nature of the case and uncertainty of success, in the form of a \$17,500,000 non-reversionary Settlement Fund.

16. The settlement terms that are summarized in the Motion for Preliminary Approval and detailed in the Agreement, in our view as Class Counsel, are fair, reasonable, and adequate, and in the best interests of the Settlement Class, supporting Preliminary Approval.

17. Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay. Class Counsel believe the claims asserted are meritorious and Plaintiffs would prevail if this matter proceeded to trial. Defendant, for its part, denies any wrongdoing whatsoever and disputes that it committed, or threatened or attempted to commit, any wrongful act, omission, or violation of law or duty alleged in the Action and believes it would have prevailed at a motion to dismiss, summary judgment, or trial.

18. Nonetheless, taking into account the uncertainty, risks, and expense inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement.

19. Ultimately, in reaching an agreement, Class Counsel and Defendant's Counsel engaged in settlement discussions in earnest beginning in January 2026, continuing through the Parties' mediation, and through June 2026 when the Agreement was fully executed.

20. The Settlement Agreement was reached with no risk of collusion or fraud, and is the product of good-faith, informed, extensive, and arm's-length negotiations by and between experienced attorneys who are familiar with class action litigation and with the legal and factual issues at the center of the Action. And the amount of Service Awards and Fee Awards, for which Class Counsel will seek court approval, was negotiated after the primary terms of the settlement were negotiated.

21. Class Counsel thoroughly evaluated damages and all relevant issues and obtained an excellent settlement for the Settlement Class.

22. Class Counsel have also confirmed that remedial measures were undertaken following the Data Security Incident, thus ensuring that the security of Settlement Class Members' data was enhanced.

23. Class Counsel and Class Representatives Patricia Young, Richard Blocker, James Bittinger, Jeffrey Couron, Ronnell Cousar, Richard Foxwell, Keir Milan, Michael Miller, Elton Neal, and Michelle Sands believe the Settlement Agreement represents an excellent outcome for the Settlement Class. The Settlement Agreement provides for Settlement Class Members to receive meaningful monetary and non-monetary relief.

24. The Settlement Agreement will provide substantial relief for the following Settlement Class: "all living individuals residing in the United States who

were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.” S.A. ¶ 66 (exclusions, *id.*).

25. Settlement Class Members may submit a claim for either (a) Compensation for Documented Losses, where Defendant will provide compensation for unreimbursed documented losses, up to a total of \$2,500 with reasonable proof connecting the loss to the Data Security Incident (Cash Payment A); or (b) Cash Payment B, in which claimants electing this option will receive a pro-rata payment.

26. Defendant has agreed to pay the costs of Administration Costs, including Notice, and any Service and Fee Awards.

27. Through a competitive bidding process, the Parties selected Epiq Class Action Claims & Solutions, Inc., a company with decades of experience administering settlements, as the Settlement Administrator to submit to the Court for approval.

28. Although the reaction of absent Settlement Class Members is not yet known and the settlement Class has not had the chance to voice support, Proposed Class Representatives Patricia Young, Richard Blocker, James Bittinger, Jeffrey Couron, Ronnell Cousar, Richard Foxwell, Keir Milan, Michael Miller, Elton Neal, and Michelle Sands, and Class Counsel, strongly support the Agreement, which they believe is fair, reasonable, and adequate and in the Settlement Class’s best interest.

29. In Class Counsel’s experience and informed judgment, the Settlement

Agreement represents an excellent recovery and the benefits of the Agreement outweigh the risks and uncertainties of continued litigation, including the risks, time, and expenses associated with completing a trial and any appellate review.

30. The traditional means for handling claims like those at issue here would tax the court system; require a massive expenditure of public and private resources; and, given the relatively small value of the claims compared to the cost of individual lawsuits by class members, would be impracticable. Thus, the Settlement Agreement is the best vehicle for Settlement Class Members to receive the relief in a prompt and efficient manner.

31. Class Counsel will seek a Service Award of \$3,000.00 each for Proposed Class Representatives Patricia Young, Richard Blocker, James Bittinger, Jeffrey Couron, Ronnell Cousar, Richard Foxwell, Keir Milan, Michael Miller, Elton Neal, and Michelle Sands, in recognition of the time, effort, and expense incurred in pursuing claims benefiting the Settlement Class.

32. Plaintiffs Patricia Young, Richard Blocker, James Bittinger, Jeffrey Couron, Ronnell Cousar, Richard Foxwell, Keir Milan, Michael Miller, Elton Neal, and Michelle Sands greatly assisted Class Counsel with the investigation into the Data Security Incident, sat through multiple plaintiff interviews, provided supporting documentation and other personal information to Class Counsel regarding the Data Security Incident, reviewed and approved their individual

complaints—providing valuable updated information about their experiences at that time, conferred with Class Counsel about the settlement negotiations, and provided meaningful input about what potential benefits were most important.

33. Class Counsel believe that Plaintiffs’ interests are aligned with those of the Settlement Class, as Plaintiffs suffered the same injury, for which redress is sought, under the same legal theories. Plaintiffs understand that, as named Plaintiffs, as part of their obligation as Class Representatives, they must, and have, worked and will continue to work to protect the Settlement Class and to not act just for their own personal benefit. Plaintiffs have been committed to protecting the interests of the Settlement Class through Class Counsel, and, again, believe the Settlement represents an excellent outcome for the Settlement Class.

34. Plaintiffs have no conflict, have participated actively, and are represented by attorneys experienced in class actions, including data security cases.

35. All of Plaintiffs’ efforts on behalf of the Class have resulted in a favorable outcome for Settlement Class Members, and Class Counsel is aware of no antagonistic interests to the Settlement Class.

36. In sum, Plaintiffs have demonstrated their adequacy by: (i) selecting well-qualified Class Counsel; (ii) producing information and documents to Class Counsel to permit investigation and development of the pleadings; (iii) being available as needed throughout the litigation; (iv) monitoring the litigation; and (v)

actively participating in the settlement negotiations on behalf of the Settlement Class

37. Class Counsel will also file a motion for an award of attorneys' fees and reimbursement of expenses, subject to Court approval, in the amount of up to one-third of the Settlement Fund. This fee Motion will be filed in advance of the Objection and Opt-Out Deadlines and Class Counsel will cause it to be uploaded immediately to the Settlement Website after filing.

38. Class Counsel advanced litigation costs, including costs for the mediation, and devoted substantial resources to this Action—drafting initial complaints, drafting an amended complaint, seeking and then reviewing informal discovery, drafting a mediation statement, attending mediation, months of negotiating a settlement, and ultimately drafting the Settlement Agreement and Plaintiffs' Motion for Preliminary Approval.

39. As noted, Class Counsel participated in rounds of negotiations that produced an Agreement that provides meaningful relief for the Settlement Class, despite substantial litigation risks.

40. Class Counsel are particularly experienced in the litigation, certification, trial, and settlement of class action cases. Class Counsel regularly engage in data privacy matters, have extensive experience prosecuting data security and other complex cases, and possess the resources necessary to prosecute this case. They have also frequently been appointed lead class counsel in data security and

other class actions, and, as noted, have dedicated substantial resources to this case, including negotiating this Settlement.

41. Class Counsel is Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and E. Powell Miller of The Miller Law Firm, P.C. Firm resumes demonstrating their experience and history of success in these types of cases are attached as **Exhibits 2, 3, and 4**, hereto.

42. This experience proved beneficial to Plaintiffs and the Settlement Class during the Settlement negotiations. Through informal discovery, Class Counsel gained a complete understanding of the evidence related to the central issues in the Action.

43. In sum, Class Counsel have adequately represented the Settlement Class by: (i) investigating Plaintiffs' claims; (ii) obtaining and analyzing Plaintiffs' detailed personal records; (iii) analyzing the scope of the Data Security Incident and Defendant's security and network systems, remedial steps, and financial condition; and (iv) participating in months of settlement negotiations that produced an Agreement that provides meaningful relief for the Settlement Class, despite substantial litigation risks.

44. Class Counsel have vigorously prosecuted this case and will continue to work diligently on behalf of the Settlement Class through final approval and beyond—throughout the entire administration process that will continue well

beyond any final approval.

45. In addition to the recommendation of Plaintiffs Patricia Young, Richard Blocker, James Bittinger, Jeffrey Couron, Ronnell Cousar, Richard Foxwell, Keir Milan, Michael Miller, Elton Neal, and Michelle Sands, Class Counsel recommends, for the Court's consideration, preliminary approval of the Settlement Agreement because it is well within the range of possible approval and represents a fair, reasonable, and adequate settlement and is in the best interests of the Settlement Class.

We declare under penalty of perjury under the laws of the State of Michigan and the United States of America that the foregoing is true and correct to the best of our knowledge.

Dated: June 3, 2026

/s/ Jeff Ostrow  
Jeff Ostrow

Dated: June 3, 2026

/s/ Gary Klinger  
Gary Klinger

Dated: June 3, 2026

/s/ E. Powell Miller  
E. Powell Miller

# Exhibit A

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

In re 700Credit Data Security Litigation.

Case No. 25-cv-13747

Hon. Robert J. White

**SETTLEMENT AGREEMENT**

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

**I. Procedural History<sup>2</sup>**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. The Parties now agree to settle the Action entirely, without any admission by the Defendant of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Incident as it relates to it, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or

proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs enter into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

## **II. Definitions**

16. **“Action”** means the above-captioned consolidated action, *In re 700 Credit Data Security Litigation*, Case No. 25-cv-13747 (E.D. Mich).

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

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

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

20. **“CAFA Notice”** means Class Action Fairness Act Notice, which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the

proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

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

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

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

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

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

26. **“Claimant”** means an individual who submits a Claim Form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment as elected by Settlement Class Members.

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

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

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

### **III. Settlement Fund**

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

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

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

74. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Escrow Account. The Settlement Fund shall earn a reasonable rate of interest and all interest earned on the Settlement funds shall be for the benefit of the Settlement Class. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendant, Defendant's Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes related to the Escrow Amount or Settlement Fund. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

#### **IV. Certification of the Settlement Class**

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

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

**V. Settlement Class Member Benefits**

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

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

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

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

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

**c. Credit Monitoring**

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

**VI. Settlement Approval**

77. Plaintiffs' Motion for Preliminary Approval shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program and the form and content of the Notices; (4) approve the Claim Process and the form and content of the Claim Form; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Epiq as the Settlement Administrator; (7) appoint Plaintiffs as Class Representatives and Jeff Ostrow, Gary Klinger, and E. Powell Miller as Class Counsel for Settlement purposes; (8) stay the Action pending Final Approval of the Settlement; and (9) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the

Parties, Class Counsel, and Defendant's Counsel.

**VII. Settlement Administrator**

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

79. The Settlement Administrator shall administer various aspects of the Settlement as described in the next paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, administering the Settlement Fund, and ensuring the distribution of all Settlement Class Members Benefits.

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

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

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

f. Responding to any mailed Settlement Class Member inquiries;

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

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

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

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

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

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

Settlement Fund;

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

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

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

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

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

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

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

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

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

85. The Long Form Notice will include a procedure for Settlement Class Members to opt-out of the Settlement Class, and the Email Notice and Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the opt-out instructions. Members of the Settlement Class may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked no later than Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to opt-out of the Settlement Class. Mass or class requests to opt-out filed by third parties on behalf of a mass or class of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed. Any Settlement Class Member who does not individually, timely, and validly request to opt-out shall be bound by the terms of this Agreement

even if that Settlement Class Member does not submit a Valid Claim.

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

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

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

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

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

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

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

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

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

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

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

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

90. The Settlement Administrator shall establish the Settlement Website no later than the day before Notice is first initiated. The Settlement Administrator shall ensure the Settlement

Website makes available the Court-approved online Claim Form that can be submitted online directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

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

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

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

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

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

95. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of Claims, and if there is, contact the Settlement Class Member in an effort to determine which Claim Form is the appropriate one for consideration.

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

97. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator, and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. If a Notice of Deficiency is sent, the Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information or documentation can include, for example, answers to questions regarding the validity of the physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or 15 days after the date the Notice of Deficiency is sent via mail and postmarked or via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested

information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendant and Class Counsel otherwise agree.

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

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

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

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

not be considered a denial for purposes of this paragraph;

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

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

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

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

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

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

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

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

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

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

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

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

other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine the completed Notice Program satisfies Due Process requirements;
- d. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- e. Release Defendant and the Released Parties from the Released Claims, as specified in Section XIII below; and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

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

108. ***Attorneys' Fees and Costs*** - Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of costs. The attorneys' fees and cost approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel within 10 days of the Effective Date. Class Counsel shall be responsible for allocating and distributing attorneys' fees among all Plaintiffs' counsel.

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

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

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

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

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

## **XIII. Releases**

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

113. The Releasing Parties expressly waive all rights under California Civil Code section 1542, which provides:

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

The Releasing Parties also waive the provisions, rights, and remedies of any law(s), including, without limitation, state, federal, or local laws, that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, based on any of the Released Claims.

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

115. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiffs and Settlement Class Members; and (b) Plaintiffs and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting all Released Claims, whether on behalf of Plaintiffs, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

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

#### **XIV. Termination of Settlement**

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

- a. Court approval of the Settlement consideration set forth in Section V and the

Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

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

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

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

#### **XV. Effect of Termination**

121. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of

Plaintiffs', Class Counsel's, Defendant's, and Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

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

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

#### **XVI. No Admission of Liability**

124. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendant has denied and continues to deny each of the claims and contentions alleged in the Complaint. Defendant does not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendant has agreed to enter into this Agreement to avoid

the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

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

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

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

128. In addition to any other defenses Defendant or the Released Parties may have at

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

## **XVII. Miscellaneous Provisions**

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

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

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

132. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do

all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

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

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

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

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

137. ***Counterparts and Electronic Signatures.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Original signatures are not required. Any signature submitted through email of a PDF shall be deemed an original. Signatures may be made by electronic signatures, which will have the same force and effect as though signed in hand.

138. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation,

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

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

**If to Plaintiffs or Class Counsel:**

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

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

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

**If to Defendant or Defendant's Counsel:**

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

For the avoidance of doubt, both electronic and hard copies of the notices are required. The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received because of the Notice Program.

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

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

142. ***Authority.*** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all terms and provisions of this Agreement.

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

144. ***Independent Investigation and Decision to Settle.*** The Parties understand and acknowledge they: (a) have performed an independent investigation of the allegations of fact and law made in connection with this Action; and (b) that even if they may hereafter discover facts in

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

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

*Signatures on the following page*

**CLASS COUNSEL** (On Behalf of the Plaintiffs)

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

**JEFF OSTROW**  
**KOPELOWITZ OSTROW P.A.**

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

**GARY KLINGER**  
**MILBERG PLLC**



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

Dated: June 2, 2026

**700CREDIT, LLC**

\_\_\_\_\_  
By: STEVEN LUYCKX  
Its President

**COUNSEL FOR 700CREDIT, LLC**

\_\_\_\_\_  
**DANIEL V. BARNETT**  
**BUTZEL LONG, P.C.**

\_\_\_\_\_  
**CLAUDIA RAST**  
**BUTZEL LONG, P.C.**

**CLASS COUNSEL** (On Behalf of the Plaintiffs)

---

JEFF OSTROW  
**KOPELOWITZ OSTROW P.A.**

---

GARY KLINGER  
**MILBERG PLLC**

---

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

**700CREDIT, LLC**

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

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By: Steve Luyckx  
Its President

**COUNSEL FOR 700CREDIT, LLC**

  
\_\_\_\_\_

DANIEL V. BARNETT  
**BUTZEL LONG, P.C.**

  
\_\_\_\_\_

CLAUDIA RAST  
**BUTZEL LONG, P.C.**

# EXHIBIT 1

FROM: EMAIL ADDRESS

TO: EMAIL ADDRESS

RE: 700CREDIT COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

UniqueID: <<UNIQUE ID>>

PIN: <<PIN>>

United States District Court of the Eastern District of Michigan  
*In re 700Credit Data Security Litigation*

**If your Private Information may have been impacted in the Data Incident involving 700Credit, LLC discovered on or about October 25, 2025, and you were sent notice, you may be entitled to Settlement Class Member Benefits from a Settlement.**

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

You can file your Claim Form [here](#).

A \$17,500,000 settlement has been reached in a class action lawsuit against 700Credit, LLC (“Defendant”) regarding an alleged Data Incident discovered on or around October 25, 2025, where it is alleged that cybercriminals gained access to Defendant’s web application—700Dealer.com—using compromised credentials resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information. Private Information means personally identifiable information and private health information, which consists of some combination of the following, but is not limited to: names, addresses, dates of birth, and Social Security numbers.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

**Who is Included? Records show you are a member of the Settlement Class**, defined as: all living individuals residing in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident.

**What Does the Settlement Provide?** As a Settlement Class Member, you can submit a Claim Form [here](#) or by mail postmarked by **Month XX, 20YY**, for the following Settlement Class Member Benefits:

- **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident as a result of fraud and/or identity theft for up to \$2,500.00 per Settlement Class Member;  
**OR**
- **Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the estimated amount of \$50.00.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims. More information is available in the [Settlement Agreement](#) or the [Long Form Notice](#).

- **Credit Monitoring:** Without submitting a Claim Form, you are receiving an activation code below for two years of free Credit Monitoring. After Final Approval, go to [www.XXXXXX.com](http://www.XXXXXX.com) or call toll-free XXX-XXX-XXXX for instructions on how to activate your credit monitoring code.

ACTIVATION CODE: <<XXXXXXXXXXXX>>

- **Injunctive Relief:** Defendant is implementing additional security measures following the Data Incident.

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

**This notice is a summary.** Learn more about the Settlement [here](#) or call toll free 1-XXX-XXX-XXXX.

# EXHIBIT 2

700Credit Data Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

**BARCODE**  
**NO-PRINT**  
**ZONE**

FIRST-CLASS MAIL  
U.S. POSTAGE  
PAID  
Portland, OR  
PERMIT NO.xxxx

Court-Approved Legal Notice

*In re 700 Credit Data Security Litigation*  
Case No. 25-cv-13747

United States District Court for the Eastern  
District of Michigan, Southern Division

**If your Private Information may have  
been impacted in the Data Incident  
involving 700Credit, LLC, discovered on  
or about October 25, 2025, and you were  
sent notice, you may be entitled to  
Settlement Class Member Benefits from a  
Settlement.**

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

www.XXXXXXXXXX.com  
1-XXX-XXX-XXXX

<<UNIQUEID>>  
<<PIN>>

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

5-cv-13747-RJW-EAS ECF No. 19-2, PageID.584 Filed 06/03/26 Page 1

A \$17,500,000 settlement has been reached in a class action lawsuit against 700Credit LLC (“Defendant”) regarding a Data Incident discovered on or around October 25, 2025, where it is alleged that cybercriminals gained access to Defendant’s web application—700Dealer.com—using compromised credentials, resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information. Private Information means personally identifiable information and private health information, which consists of some combination of the following, but is not limited to: names, addresses, dates of birth, and Social Security numbers.

**Who is Included? Records show you are a member of the Settlement Class**, defined as: all living individuals residing in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident.

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

**Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident due to fraud and/or identity theft for up to \$2,500.00 per Settlement Class; **OR**

**Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the estimated amount of \$50.00.

**Credit Monitoring:** Without submitting a Claim Form, you are receiving an activation code below for two years of free Credit Monitoring. After final approval, go to [www.XXXXXX.com](http://www.XXXXXX.com) or call toll-free XXX-XXX-XXXX for instructions on how to activate your credit monitoring code.

**ACTIVATION CODE:** <<XXXXXXXXXXXX>>

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

**Injunctive Relief:** Defendant is implementing additional security measures following the Data Incident.

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

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

# **EXHIBIT 3**

**If your Private Information may have been impacted in the Data Incident involving 700Credit, LLC, discovered on or around October 25, 2025, and you were sent notice, you may be entitled to Settlement Class Member Benefits from a Settlement.**

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

- A \$17,500,000 settlement has been reached in a class action lawsuit against 700Credit, LLC (“Defendant”) regarding an alleged Data Incident discovered on or around October 25, 2025, where it is alleged that cybercriminals gained access to Defendant’s web application—700Dealer.com—using compromised credentials, resulting in the unauthorized access to or acquisition of Settlement Class Members’ Private Information. Private Information means personally identifiable information and private health information, which consists of some combination of the following, but is not limited to: names, addresses, dates of birth, and Social Security numbers.
- The Settlement Class includes: all living individuals residing in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident.
- If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement Class Member Benefits:

**Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident as a result of fraud and/or identity theft for up to \$2,500.00 per Settlement Class Member;

**OR**

**Cash Payment B – Alternate Cash:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the estimated amount of \$50.00.

**Credit Monitoring:** Without submitting a Claim Form, you will receive an activation code for two years of free Credit Monitoring. The Credit Monitoring activation code is located on your settlement notice, and can be activated after final settlement approval.

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

**Injunctive Relief:** Defendant is implementing additional security measures following the Data Incident.

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

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

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs, and Service Awards.

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

No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

## **BASIC INFORMATION**

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

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

The Honorable Robert J. White of the United States District Court for the Eastern District of Michigan, Southern Division is overseeing this class action. The lawsuit is known as *In re 700Credit Data Security Litigation*, Case No. 25-cv-13747 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, 700Credit, LLC, is called the “Defendant.”

### **2. What is this lawsuit about?**

Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated regarding a Data Incident discovered on or around October 25, 2025, where it is alleged that cybercriminals gained access to Defendant’s web application—700Dealer.com—using compromised credentials, resulting in the unauthorized access to or acquisition of Settlement Class members’ Private Information. Private Information means personally identifiable information and private health information, which consists of some combination of the following, but is not limited to: names, addresses, dates of birth, and Social Security numbers.

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

### **3. Why is there a Settlement?**

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

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

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

## **WHO IS INCLUDED IN THE SETTLEMENT?**

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

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

You are included in the Settlement Class if you are a living individual residing in the United States who was sent a notice of the Data Incident indicating your Private Information may have been impacted in the Data Incident.

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

Yes. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff; and (4) all Settlement Class Members who properly and timely opt-out of the Settlement.

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

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

### **THE SETTLEMENT BENEFITS**

#### **8. What does this Settlement provide?**

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

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

You may submit a Claim Form with reasonable documentation for losses related to the Data Incident as a result of fraud and/or identity theft for up to \$2,500.00 per Settlement Class Member.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by the Defendant or otherwise.

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

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

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the estimated amount of \$50.00.

The exact amount of the payment will be based on the total of all Valid Claims for Cash Payment B and the amount remaining in the Settlement Fund after payment of Settlement Administration Costs, Attorneys' Fees, Costs, Service Awards, Credit Monitoring, and Cash Payment A – Documented Losses Claims.

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

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

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

### **Credit Monitoring**

Without submitting a Claim Form, you will receive an activation code for two years of free Credit Monitoring services. Credit Monitoring activation codes are located on your settlement notice. Please keep your notice, as you will only be able to activate the free Credit Monitoring after final settlement approval.

After final approval, go to [www.XXXXXX.com](http://www.XXXXXX.com) or call toll-free XXX-XXX-XXXX for instructions on how to activate your credit monitoring code.

### **Injunctive Relief**

Defendant has already implemented additional security measures following the Data Incident.

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

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

## **10. What are the Released Claims?**

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

## **HOW TO GET BENEFITS FROM THE SETTLEMENT**

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

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

700Credit Data Incident  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To

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

meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

**You do not need to submit a Claim Form to receive free Credit Monitoring.**

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

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

*700Credit Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

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

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

You will only be able to activate your free Credit Monitoring after final settlement approval. After final approval, go to [www.XXXXXX.com](http://www.XXXXXX.com) or call toll-free XXX-XXX-XXXX for instructions on how to activate your credit monitoring code.

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

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

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

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

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *In re 700Credit Data Security Litigation*.”

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

*700Credit Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

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

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

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

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

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

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement and submit a timely and valid Claim Form for a Cash Payment or activate your Credit Monitoring code after final approval.

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

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

### **OBJECTING TO THE SETTLEMENT**

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

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

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel, Defendant’s Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **MONTH DD, 20YY**, stating you object to the Settlement in *In re 700Credit Data Security Litigation*, Case No. 25-cv-13747.

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

- 1) Your full name, mailing address, telephone number, and email address (if any);
- 2) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) Identify whether your objection is to the Settlement in part or in whole;
- 4) State whether the objection applies only to you as the objector, a subset of the Settlement Class, or the entire Settlement Class;
- 5) The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such an objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;

- 6) The identity of all lawyers representing you as an objector, including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement or Application for Attorneys' Fees, Costs, and Service Awards;
- 7) The number of times your lawyer or your lawyer's law firm have objected to a class action settlement within the five (5) years preceding the date of the filed Objection, the caption of each case in which your lawyer or the firm has made such an objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the trial and appellate courts in each listed case;
- 8) Whether you or your lawyer will appear at the Final Approval Hearing;
- 9) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);
- 10) A statement confirming whether you intend to personally appear or testify at the Final Approval Hearing; and
- 11) Your signature as the objector (a lawyer's signature is not sufficient).

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

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

| COURT                                                                                                            | CLASS COUNSEL                                                                                                                                                                                                                                                                                                            | DEFENDANT'S COUNSEL                                                                              | SETTLEMENT ADMINISTRATOR                                                                      |
|------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Clerk<br>U.S. District Court<br>Theodore Levin U.S.<br>Courthouse<br>231 W. Lafayette Blvd.<br>Detroit, MI 48226 | Jeff Ostrow<br>Kopelowitz Ostrow P.A.<br>1 West Las Olas Blvd.<br>Suite 500<br>Fort Lauderdale, FL 33301<br><br>Gary Klinger<br>Milberg PLLC<br>227 West Monroe St.<br>Suite 2100<br>Chicago, IL 60606<br><br>E. Powell Miller<br>The Miller Law Firm, P.C.<br>950 W. University Dr.<br>Suite 300<br>Rochester, MI 48307 | Daniel V. Barnett<br>Butzel Long, P.C.<br>300 Ottawa Ave.<br>Suite 620<br>Grand Rapids, MI 49503 | 700Credit Data Incident<br>Settlement Administrator<br>PO Box xxxx<br>Portland, OR 972xx-xxxx |

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

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

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

## THE LAWYERS REPRESENTING YOU

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

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

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

Class Counsel will file a motion asking the Court to award the attorneys' fees of up to 1/3 of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to \$3,000.00 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

## THE FINAL APPROVAL HEARING

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

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

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

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

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

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

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

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

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

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

## GET MORE INFORMATION

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

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

*700Credit Data Incident*  
Settlement Administrator  
PO Box XXXX  
Portland, OR 972XX-XXXX

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

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

# EXHIBIT 4

**Must be postmarked or  
submitted online  
NO LATER THAN  
[DATE]**

**700CREDIT DATA INCIDENT  
SETTLEMENT ADMINISTRATOR  
P.O. BOX XXXX  
PORTLAND, OR XXXXX-XXXX  
www.XXXXXXXXXX.com**

## IN RE 700CREDIT DATA SECURITY LITIGATION CLAIM FORM

### GENERAL INFORMATION

You are included in the Settlement Class if you are an individual residing in the United States who was sent a notice of the Data Incident indicating that your Private Information may have been impacted in the Data Incident.

**The easiest way to submit a Claim is online at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com), or you can print out, complete, and mail this entire Claim Form (with any required documentation) to the mailing address above. **Claims must be submitted online or mailed postmarked by [DATE]. If you would prefer to submit by mail, please use the address at the top of this form.****

### SETTLEMENT BENEFITS – WHAT YOU MAY GET

**You may submit a Claim for one of the Cash Payment options:**

1. **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident as a result of fraud and/or identity theft for up to \$2,500.00 per Settlement Class Member. Supporting documentation is required.

**OR**

2. **Cash Payment B – Alternate Cash:** Instead of Cash Payment A - Document Losses, without providing documentation, you may submit a Claim Form to receive a cash payment in the estimated amount of \$50.00.

Your Cash Payment will be subject to a *pro rata* (a legal term meaning equal share) increase from the Net Settlement Fund if the amount of Valid Claims is insufficient to exhaust the entire Net Settlement Fund or decrease from the Net Settlement Fund if the amount of Valid Claims exhausts the amount of the Net Settlement Fund.

**Credit Monitoring:** If you are a Settlement Class Member, you received an activation code for two (2) years of free Credit Monitoring. The Credit Monitoring code is located on your settlement notice, and can be activated after final settlement approval. **You do not need to submit a Claim Form to receive free Credit Monitoring.**

\* \* \*

*The Settlement Administrator may contact you to request additional documents to process your Claim.*

For more information and complete instructions visit the Settlement Website at [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com)

**Please note that Cash Payments will be distributed after the Settlement is approved by the Court and becomes final.**

### Contact Information

**1. NAME (REQUIRED):**

[illegible]**2. MAILING ADDRESS (REQUIRED):**[illegible][illegible]

|  |  |  |  |  |
|--|--|--|--|--|
|  |  |  |  |  |
|--|--|--|--|--|

**3. PHONE NUMBER:**

|  |  |  |   |  |  |  |   |  |  |  |  |
|--|--|--|---|--|--|--|---|--|--|--|--|
|  |  |  | - |  |  |  | - |  |  |  |  |
|--|--|--|---|--|--|--|---|--|--|--|--|

**4. EMAIL ADDRESS:**

[illegible]

## 5. UNIQUE ID:

[illegible]

### 6. CASH PAYMENT METHOD (SELECT ONLY ONE)

☐ Physical Check    ☐ Electronic Payment (You must provide a valid email address)

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

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

All Settlement Class Members automatically received a code to activate two years of free Credit Monitoring. If you are a Settlement Class Member, the activation code is located on the settlement notice sent to you and may be activated if the Court grants Final Approval of the Settlement.

After Final Approval, go to [www.XXXXX.com](http://www.XXXXX.com) or call toll-free XXX-XXX-XXXX for instructions on how to activate your credit monitoring code.

**Cash Payment A – Documented Losses Payment**

If you lost or spent money related to the Data Incident as a result of fraud and/or identity theft and have not been reimbursed for that loss/expenses, you can receive reimbursement for up to \$2,500.00 per Settlement Class Member.

You must send reasonable documentation that show what happened and how much you lost or spent so that you can be reimbursed. “Self-prepared” documents like handwritten receipts, personal certifications, declarations, or affidavits prepared by you are insufficient for reimbursement but can be used to add clarity, context, or support for other submitted reasonable documentation.

To look up more details about the Cash Payments, visit [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or call toll-free 1-XXX-XXX-XXXX. Please also review the Notice on the Settlement Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed. *By filling out the boxes below, you are certifying that the money you spent does not relate to other data incidents or breaches.*

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

**Cash Payment B – Alternate Cash Payment**

Instead of Cash Payment A - Documented Losses, without providing documentation, you may elect to receive a cash payment in the estimated amount of \$50.00.

The exact amount of the payment will be based on the total of all Valid Claims for Cash Payment B and the amount remaining in the Settlement Fund after payment of Settlement Administration Costs, attorneys' fees, costs, Service Awards, Credit Monitoring, and Cash Payment A – Documented Losses Claims.

☐ **By checking this box, I affirm I want to receive an Alternate Cash Payment.**

**Signature**

I attest under penalty of perjury and under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

Signature

Date:   -   -      
MM DD YYYY

Print Name

# **EXHIBIT 5**

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

In re 700Credit Data Security Litigation

Case No. 2:25-cv-13747-RJW-EAS

Hon. Robert J. White

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

**THIS MATTER** is before the Court on the Unopposed Motion of Plaintiffs Patricia Young, Jeffrey Couron, Richard Blocker, James Bittinger, Ronnell Cousar, Richard Foxwell, Michelle Sands, Keir Milan, Michael Miller, and Elton Neal for Preliminary Approval of Class Action Settlement and Incorporated Brief in Support for consideration of whether the Settlement<sup>1</sup> reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed Notice Program, Notices, Claims Process, and Claim Form be approved. Having reviewed the proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement satisfies the criteria for Preliminary Approval;

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<sup>1</sup> All capitalized terms used herein shall have the same definitions as those in Section II of the Settlement Agreement. The Settlement Agreement is attached as an exhibit to the Joint Declaration in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.

the proposed Settlement Class should be preliminarily certified; and the proposed Notice Program, Notices, Claims Process, and Claim Form approved. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

**Provisional Certification of the Settlement Class**

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

All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) all Settlement Class Members who properly and timely opt-out of the Settlement.

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

3. The Court determines that for settlement purposes only the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a)

and (b)(3), namely that the class is so numerous that joinder of all members is impractical; there are common issues of law and fact; the claims of the proposed Class Representatives are typical of absent Settlement Class members; the Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; common issues predominate over any individual issues; and a class action is the superior means of adjudicating the controversy. Class Counsel is also adequate to represent the Settlement Class.

4. Plaintiffs Patricia Young, Jeffrey Couron, Richard Blocker, James Bittinger, Ronnell Cousar, Richard Foxwell, Michelle Sands, Keir Milan, Michael Miller, and Elton Neal's are designated and appointed as the Class Representatives.

5. Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg, PLLC, and E. Powell Miller of The Miller Law Firm, P.C. are designated as Class Counsel pursuant to Fed. R. Civ. P. 23(g). The Court finds these counsels are experienced and will adequately protect the interests of the Settlement Class.

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

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

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

### **Final Approval Hearing**

7. A Final Approval Hearing shall take place before the Honorable Robert J. White on \_\_\_\_\_, 2026, at \_\_:\_\_ a.m./p.m. in Courtroom 111 of the Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd., Detroit, MI 48226, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement should be finally approved as fair, reasonable, and adequate and, in accordance with the Settlement's terms, all claims in the Complaint should be dismissed with prejudice; (c) Settlement Class Members should be bound by the Releases set forth in the Settlement; (d) the proposed Final Approval Order and final judgment should be entered; and (e) Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards should be granted. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. The Court may elect to hold the Final Approval Hearing virtually by Zoom or some other application, and if it does, the instructions on how to attend shall be posted by the Settlement Administrator on the Settlement Website. The hearing may be re-

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

8. Class Counsel intends to seek an award of up to one-third of the Settlement Fund as attorneys' fees, as well as reimbursement of reasonable litigation costs, and Service Awards of up to \$3,000.00 per Class Representative to be paid from the Settlement Fund. These amounts appear reasonable, but the Court will defer ruling on those awards until the Final Approval Hearing when considering Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

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

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

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

### **Settlement Administration**

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

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

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

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

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

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

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

15. Settlement Class Members cannot opt-out by telephone or email. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass"

or “class” of Settlement Class Members or multiple Settlement Class Members, where an opt-out has not been signed by each and every individual Settlement Class Member, will not be allowed.

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

### **Objecting to the Settlement**

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

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

- a. the objector’s full name, mailing address, telephone number, and email address (if any);
- b. the case name and case number: *In re 700 Credit Data Security Incident*

*Litigation*, Case No. 2:25-cv-13747-RJW-EAS;

- c. documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice the objector received;
- d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- e. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Application for Attorneys' Fees and Costs;
- g. the number of times in which the objector's counsel or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel or counsel's law firm have objected to a class action settlement within the preceding five years;
- h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
- i. whether the objector or objector's counsel will appear at the Final Approval Hearing;
- j. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- k. a statement confirming whether the objector intends to personally

appear or testify at the Final Approval Hearing; and

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

Class Counsel and Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking the objector's deposition or requesting documents, to be completed before the Final Approval Hearing.

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

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

#### **Claims Process and Distribution Plan**

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

22. Settlement Class Members that qualify for and wish to submit a Claim

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

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

23. This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered its April 23, 2026 Notice of Settlement and Stipulated Order to Stay All Deadlines Pending Approval of Class Action Settlement, if the Court does not enter a Final Approval Order, the Settlement is terminated in accordance with its terms, or there is no Effective Date. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings or exchanges between the parties) nor the Court's orders, including, without limitation, this Preliminary Approval Order, relating to the Settlement shall be used or referred

to for any purpose whatsoever.

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

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

### **Stay of Proceedings**

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

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

### **Adjournment or Continuance of Final Approval Hearing**

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

**Jurisdiction Pending Settlement Approval**

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

**Summary of Deadlines**

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

| <b>EVENT</b>                                                                                                 | <b>DATE</b>                                                      |
|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|
| Deadline to commence Notice Program                                                                          | Within 45 days following the Preliminary Approval Order          |
| Deadline to complete Notice Program                                                                          | 45 days before the initial scheduled Final Approval Hearing date |
| Deadline for filing Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards | 45 days before the initial scheduled Final Approval Hearing date |
| Opt-Out Deadline                                                                                             | 30 days before the initial scheduled Final Approval Hearing date |
| Objection Deadline                                                                                           | 30 days before the initial scheduled Final Approval Hearing date |
| Claim Form Deadline                                                                                          | 15 days before the initial scheduled Final Approval Hearing date |
| Final Approval Hearing                                                                                       | _____, 2026, at __:___ a.m./p.m. in Courtroom 111                |

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

\_\_\_\_\_  
HON. ROBERT J. WHITE  
UNITED STATES DISTRICT JUDGE

# EXHIBIT 6

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

In re 700 Credit Data Security Litigation

Case No. 2:25-cv-13747-RJW-EAS

Hon. Robert J. White

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

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

WHEREAS, on \_\_\_\_\_, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiffs Patricia Young, Jeffrey Couron, Richard Blocker, James Bittinger, Ronnell Cousar, Richard Foxwell, Michelle Sands, Keir Milan, Michael Miller, and Elton Neal as Class Representatives; (4) appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg PLLC, and E. Powell Miller of The Miller Law Firm, P.C. as Class Counsel; (5) appointed Epiq Class Action & Claims Solutions, Inc. as the

Settlement Administrator; (6) approved the form and manner of Notice and the Notice Program; (7) approved the Claim Process and Claim Form; and (8) set the Final Approval Hearing date;

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

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

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

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

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

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

2. This Final Approval Order incorporates, by reference as if fully set forth herein, the definitions from Section II of the Settlement Agreement and Releases, attached as Exhibit A to the Motion for Final Approval.

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

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

interest in approving the Settlement. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

5. In finding the Settlement fair, reasonable, and adequate, the Court has also considered the opinion of competent counsel, as well as the indication of an overwhelming positive reaction from the Settlement Class given the total number of Claims made, that there were no objection(s) to the Settlement filed and \_\_\_ opt-outs submitted. A list of the individuals, if any, who have opted-out of the Settlement is attached hereto as *Exhibit A*. The individuals set forth in *Exhibit A* will not be bound by the Agreement and Releases contained therein.

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

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

8. The Class Representatives and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the

interests of Settlement Class Members in connection with the Settlement.

9. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

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

11. The appointment of Plaintiffs Patricia Young, Jeffrey Couron, Richard Blocker, James Bittinger, Ronnell Cousar, Richard Foxwell, Michelle Sands, Keir Milan, Michael Miller, and Elton Neal as Class Representatives is affirmed.

12. The appointment of Jeff Ostrow of Kopelowitz Ostrow P.A., Gary Klinger of Milberg, PLLC, and E. Powell Miller of The Miller Law Firm, P.C., Mariya Weekes of Milberg PLLC as Class Counsel is affirmed.

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

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3) for only the purposes of the Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of the Plaintiffs are typical of the claims of the members of the Settlement Class; (4) the Plaintiffs are

adequate representatives for the Settlement Class, and have retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

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

All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) all Settlement Class Members who properly and timely opted-out of the Settlement.

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

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

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

19. If, consistent with the plan of distribution set forth in the Settlement, there are funds remaining in the Settlement Fund 20 days following the 180-day check negotiation period, any remaining funds shall be distributed to Judson Center, Inc., which the Court approves as the *cy pres* recipient.

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

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

22. Plaintiffs and all Settlement Class members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other

capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

23. The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions to the Settlement Class Members; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Settlement.

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

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

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

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ROBERT J. WHITE  
UNITED STATES DISTRICT JUDGE

**EXHIBIT A**

**Opt-Out List**

(to be completed before Final Approval Hearing)

- 1.
- 2.

# Exhibit B



## FIRM RESUME

One West Las Olas Boulevard, Suite 500  
Fort Lauderdale, Florida 33301

**Telephone:** 954.525.4100

**Facsimile:** 954.525.4300

**Website:** [www.kolawyers.com](http://www.kolawyers.com)

**Miami – Fort Lauderdale – Boca Raton**

## OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

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## WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

**CLASS  
ACTION  
PLAINTIFF**

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

## CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

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## MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

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## OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

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## FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit [www.kolawyers.com](http://www.kolawyers.com).

FINANCIAL  
INSTITUTIONS

*Aseltine v. Bank of America, N.A.*, 3:23-cv-00235 (W.D.N.C. 2024) – \$21 million

*McNeil v. Capital One, N.A.*, 1:19-cv-00473 (E.D.N.Y.) – \$16 million

*Devore, et al. v. Dollar Bank*, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

*Nimsey v. Tinker Federal Credit Union*, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

*Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank*, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

*Checchia v. Bank of America, N.A.*, 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

*Quirk v. Liberty Bank*, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

*Meier v. Prosperity Bank*, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

*Abercrombie v. TD Bank, N.A.*, 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

*Perks, et al. v. TD Bank, N.A.*, 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

*Fallis v. Gate City Bank*, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

*Glass, et al. v. Delta Comm. Cred. Union*, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

*Roy v. ESL Fed. Credit Union*, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

*Wallace v. Wells Fargo*, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

*Doxey v. Community Bank, N.A.*, 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

*Coleman v. Alaska USA Federal Credit Union*, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

*Smith v. Fifth Third Bank*, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

*Lambert v. Navy Federal Credit Union*, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

*Roberts v. Capital One, N.A.*, 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

*Lloyd v. Navy Federal Credit Union*, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million

*Farrell v. Bank of America, N.A.*, 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

*Bodnar v. Bank of America, N.A.*, 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

*Morton v. Green Bank*, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

*Hawkins v. First Tenn. Bank*, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

*Payne v. Old National Bank*, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

*Swift. v. Bancorpsouth*, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

*Mello v. Susquehanna Bank*, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

*Johnson v. Community Bank*, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

*McKinley v. Great Western Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

*Blahut v. Harris Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

*Wolfgeher v. Commerce Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

*Case v. Bank of Oklahoma*, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

*Hawthorne v. Umpqua Bank*, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

*Simpson v. Citizens Bank*, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

*Harris v. Associated Bank*, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

*LaCour v. Whitney Bank*, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

*Orallo v. Bank of the West*, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

*Taulava v. Bank of Hawaii*, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

*In re: Fortra File Transfer Software Data Breach Litigation*, MDL No. 3090 (S.D. Fla.) – \$27 million

*In re: Evolve Bank & Trust Customer Data Breach Litig.*, MDL No. 3127 (W.D. Tenn.) - \$17.0 million

*In re: Snowflake, Inc., Data Breach Litigation*, MDL No. 3126 (D. Mont.) - Co-Lead Counsel

*In re: Consumer Vehicle Driving Data Tracking Collection*, MDL No. 3115 (N.D. Ga.) - Exec. Comm.

*In re Change Healthcare, Inc. Data Breach Litigation*, MDL No. 3108 (D. Minn.) - Exec. Comm.

*In re: PowerSchool Holdings, Inc. Customer Data Breach Litig.*, MDL No. 3149 (S.D. Cal.) - Exec. Comm.

## MDLs

# DATA BREACH AND PRIVACY

*McNally et al. v. Infosys McAmish Systems, LLC*, 1:24-cv-00995 (N.D. Ga.) - \$17.5 million  
*Crowe, et al. v. Managed Care of North America, Inc.*, 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel  
*Malinowski, et al. v. IBM Corp. and Johnson & Johnson*, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel  
*Gordon, et al. v. Zeroed-In Technologies, LLC, et al.*, 1:23-CV-03284 (D. Md.) – Co-Lead Counsel  
*Harrell, et al. v. Webtpa Employer Services LLC*, 3:24-CV-01158 (N.D. Tex.) - \$13.75 million  
*Gambino, et al. v. Berry Dunn Mcneil & Parker LLC*, 2:24-CV-00146 (D. Me.) - \$7.25 million  
*Isaac v. Greylock McKinnon Associates, Inc.*, 1:24-CV-10797 (D. Mass.) - \$600,000  
*Rodriguez, et al. v. Caesars Entertainment, Inc.*, 2:23-CV-01447 (D. Nev.) - Steering Committee Chair  
*Owens v. MGM Resorts International*, 2:23-cv-01480-RFB-MDC (D. Nev.) - \$45 million  
*Doyle v. Luxottica of America, Inc.*, 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee  
*Doe, et al. v. Highmark, Inc.*, 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee  
*Silvers, et al. v. HCA Healthcare, Inc.*, 1:23-cv-01003-LPH (S.D. In.) - Executive Committee  
*In re: 21st Century Oncology*, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million  
*In re: CaptureRx Data Breach*, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million  
*Lopez, et al. v. Volusion, LLC*, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million  
*Mathis v. Planet Home Lending, LLC*, 3:24-CV-00127 (D. Conn.) - \$2.425 million  
*In re loanDepot Data Breach Litigation*, 8:24-cv-00136 (C.D. Cal.) - \$25 million  
*Stadnik v. Sovos Compliance, LLC*, 1:23-CV-12100 (D. Mass.) - \$3.5 million  
*Turner v. Johns Hopkins, et al.*, 24-C-23-002983 (Md. Cir. Ct.) - \$2.9 million  
*Peterson v. Vivendi Ticketing US LLC*, 2:23-CV-07498 (C.D. Cal.) - \$3.25 million  
*Katz et al. v. Einstein Healthcare Network*, 02045 (Pa. Ct. C.P., Phila.) - \$1.6 million  
*Opris et al v. Sincera Reproductive Medicine et al*, 2:21-cv-03072 (E.D. Pa.) - \$1.2 million  
*Garza et al v. Healthalliance, Inc. et al*, 7245012023 (N.Y. Sup. Ct.) - \$1.29 million  
*McLean et al. v. Signature Performance, Inc. et al.*, 8:24-cv-00230 (D. Neb.) - \$8.5 million  
*Wahab et al. v. Boston Children's Health Phys., LLP*, 73692/2024 (N.Y. Sup. Ct.) - \$5.15 million

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*Ostendorf v. Grange Indemnity Ins. Co.*, 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million  
*Paris, et al. v. Progressive Select Ins. Co., et al.*, 19-21760-CIV (S.D. Fla. 2023) - \$38 million  
*Spielman v. USAA, et al.*, 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million  
*Walters v. Target Corp.*, 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million  
*Papa v. Grieco Ford Fort Lauderdale, LLC*, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million  
*In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.) - \$88 million  
*Vandiver v. MD Billing Ltd.*, 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million  
*Skrandel v. Costco Wholesale Corp.*, 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million  
*Evans v. Church & Dwight Co., Inc.*, 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million  
*In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig.*, No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million  
*Perry v. Progressive Michigan, et al.*, 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel  
*In re Apple Simulated Casino-Style Games Litig.*, MDL No. 2958 (N.D. Cal.) - Executive Committee  
*In re Google Simulated Casino-Style Games Litig.*, MDL No. 3001 (N.D. Cal.) - Executive Committee  
*In re Facebook Simulated Casino-Style Games Litig.*, No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

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*In re Zantac Prods. Liab. Litig.*, MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel  
*In re: National Prescription Opiate Litigation*, No. MDL No. 2804 (N.D. Ohio) - \$100 million  
*In re: Juul Labs*, No. MDL No. 2913 (N.D. Cal.) - \$26 million  
*In re: Davenport Hotel Building Collapse*, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel  
*In re: 3M Combat Arms Earplug Prod. Liab. Litig.*, MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs  
*In re: Stryker Prod. Liab. Lit.*, 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs

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# CONSUMER PROTECTION

# MASS TORT

**JEFF OSTROW****Managing Partner**

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954.332.4200

***Bar Admissions***

Florida Bar

District of Columbia Bar

***Court Admissions***

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

***Education***

Nova Southeastern University, J.D. - 1997

University of Florida, B.A. – 1994

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own firm in 1997, immediately upon graduation from law school and has since grown KO to 30 attorneys with offices in South Florida, Philadelphia, and New York. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel or sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, Western District of Wisconsin, Southern District of Indiana, Eastern District of Texas, and District of Nebraska. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.

**DAVID FERGUSON**

Partner

***Bar Admissions***

The Florida Bar

***Court Admissions***

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

***Education***

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. - 1990

***Email: [ferguson@kolawyers.com](mailto:ferguson@kolawyers.com)***

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

**Representation of the Broward Sheriff's Office**

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including: defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions; and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

**Class/Mass Actions**

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

### **Regulatory Agency Enforcement Actions**

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

### **Employment, Human Resources, and Related Matters**

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

### **Business Disputes**

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements; dissolution of corporations and limited liability companies; appointment of receivers; breaches of fiduciary duty; conversion; constructive trust; theft; negligent or intentional misrepresentation or omissions; fraudulent inducement; tortious interference; professional negligence or malpractice; derivative actions, breach of contract, real estate disputes, and construction disputes.

### **Noncompetition and Trade Secret Litigation**

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



# ROBERT C. GILBERT

Partner

## Bar Admissions

The Florida Bar

District of Columbia Bar

## Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the 11th Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

## Education

University of Miami School of Law, J.D. - 1985

Florida International University, B.S. - 1982

**Email:** [gilbert@kolawyers.com](mailto:gilbert@kolawyers.com)

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



# JONATHAN M. STREISFELD

Partner

## ***Bar Admissions***

The Florida Bar

## ***Court Admissions***

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

## ***Education***

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

***Email: [streisfeld@kolawyers.com](mailto:streisfeld@kolawyers.com)***

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee.

## KEN GRUNFELD

Partner

### ***Bar Admissions***

The Pennsylvania Bar

The New Jersey Bar

### ***Court Admissions***

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

### ***Education***

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

***Email: [grunfeld@kolawyers.com](mailto:grunfeld@kolawyers.com)***

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.



Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

# KRISTEN LAKE CARDOSO

Partner



## ***Bar Admissions***

The Florida Bar  
The State Bar of California

## ***Court Admissions***

U.S. District Court, Southern District of Florida  
U.S. District Court, Middle District of Florida  
U.S. District Court, Central District of California  
U.S. District Court, Eastern District of California  
U.S. District Court, Northern District of Illinois  
U.S. District Court, Eastern District of Michigan

## ***Education***

Nova Southeastern University, J.D., 2007  
University of Florida, B.A., 2004

***Email: cardoso@kolawyers.com***

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Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California, Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.



## STEVEN SUKERT

Partner

### ***Bar Admissions***

The Florida Bar

The New York Bar

### ***Court Admissions***

United States District Court, Southern District of Florida

United States District Court, Middle District of Florida

United States District Court, Southern District of New York

United States District Court, Eastern District of New York

United States District Court, Northern District of Illinois

United States District Court, Central District of Illinois

### ***Education***

Georgetown University Law Center, J.D., 20018

Northwestern University, B.S., 2010

***Email: [sukert@kolawyers.com](mailto:sukert@kolawyers.com)***

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Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

**CAROLINE HERTER**

Associate

***Bar Admissions***

The Florida Bar

***Court Admissions***

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

***Education***

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

***Email: [Herter@kolawyers.com](mailto:Herter@kolawyers.com)***

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.

# COURTNEY MACCARONE

Partner

***Bar Admissions***

New York

New Jersey

***Court Admissions***

U.S. District Court, Southern District of New York

U.S. District Court, Eastern District of New York

U.S. District Court, District of New Jersey

U.S. District Court, District of Colorado

***Education***

Brooklyn Law School, J.D., *magna cum laude* – 2011

New York University, B.A., *magna cum laude* – 2008

***Email: [maccarone@kolawyers.com](mailto:maccarone@kolawyers.com)***

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Courtney Maccarone is a New York-based Partner of Kopelowitz Ostrow P.A. Ms. Maccarone became a class action attorney to advocate for individuals who might otherwise have no voice or recourse against powerful corporations, and she has devoted her entire legal career to representing consumers. Since graduating from law school in 2011, she has focused exclusively on prosecuting consumer class actions, advocating for consumer rights in state and federal courts across the country, with a particular focus on cases relating to data privacy, deceptive and unfair trade practices, and defective products.

Ms. Maccarone attended New York University where she received her Bachelor's degree, *magna cum laude*, in 2008. She received her law degree from Brooklyn Law School, *magna cum laude*, in 2011. While attending Brooklyn Law School, Ms. Maccarone served as the Executive Symposium Editor of the Brooklyn Journal of International Law and was a member of the Moot Court Honor Society.

Ms. Maccarone has been recognized as a Super Lawyer “Rising Star” for the New York Metro area each year since 2014.

Ms. Maccarone lives on Long Island with her husband, two children, and rambunctious golden retriever.

# Exhibit C



**MILBERG.**

**FIRM RESUME**



Milberg PLLC (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

*Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.*

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Florida, Georgia, Illinois, New Jersey, New York, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands.

Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

*“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”*  
- THE NEW YORK TIMES

## PRACTICE AREAS

### SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

### ANTITRUST & COMPETITION LAW

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

### FINANCIAL LITIGATION

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

### CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

### DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.

## EMPLOYMENT & CIVIL RIGHTS

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

## ENVIRONMENTAL LITIGATION & TOXIC TORTS

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

## STATE & LOCAL GOVERNMENTS

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

## CYBERSECURITY & DATA PRIVACY

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

## APPELLATE

Consisting of experienced appellate advocates and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

## LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation  
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation  
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation  
In re: Blackbaud Inc., Customer Data Breach Litigation  
In re: Paragard IUD Products Liability Litigation  
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation  
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation  
In re: Allergan Biocell Textured Breast Implant Products Liability Litigation  
In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation  
In re: Guidant Corp. Implantable Defibrillators Product Liability Litigation  
In re: Ortho Evra Products Liability Litigation  
In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation  
In re: Kugel Mesh Hernia Patch Products Liability Litigation  
In re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation  
In re: Stand 'N Seal Products Liability Litigation  
In re: Chantix (Varenicline) Products Liability Litigation  
In re: Fosamax (alendronate Sodium) Products Liability Litigation  
In re: Benicar (Olmesartan) Products Liability Litigation  
In re: Onglyza (Saxagliptin) & Kombiglyze Xr (Saxagliptin & Metformin) Products Liability Litigation  
In re: Risperdal and Invega Product Liability Cases  
In re: Mirena IUS Levonorgestrel-Related Products Liability Litigation  
In re: Incretin-based Therapies Product Liability Litigation  
In re: Reglan/Metoclopramide  
In re: Levaquin Products Liability Litigation  
In re: Zimmer Nexgen Knee Implant Products Liability Litigation  
In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation  
In re: Propecia (Finasteride) Products Liability Litigation  
In re: Transvaginal Mesh (In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation; In Re Boston Scientific, Inc., Pelvic Repair System Products Liability; In Re American Medical Systems, Pelvic Repair System Products Liability, and others)  
In re: Fluoroquinolone Product Liability Litigation  
In re: Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation  
In re: Recalled Abbott Infant Formula Products Liability Litigation  
Home Depot, U.S.A., Inc. v. Jackson  
Webb v. Injured Workers Pharmacy, LLC

## NOTABLE RECOVERIES

### **\$4 Billion Settlement**

In re: Prudential Insurance Co. Sales Practice Litigation

### **\$3.2 Billion Settlement**

In re: Tyco International Ltd., Securities Litigation

### **\$1.14 Billion Settlement**

In Re: Nortel Networks Corp. Securities Litigation

### **\$1 Billion-plus Trial Verdict**

Vivendi Universal, S.A. Securities Litigation

### **\$1 Billion Settlement**

NASDAQ Market-Makers Antitrust Litigation

### **\$1 Billion Settlement**

W.R. Grace & Co.

### **\$1 Billion-plus Settlement**

Merck & Co., Inc. Securities Litigation

### **\$775 Million Settlement**

Washington Public Power Supply System Securities Litigation

### **\$586 Million Settlement**

In re: Initial Public Offering Securities Litigation

## LOCATIONS

### PUERTO RICO

1311 Avenida Juan Ponce de León  
San Juan, Puerto Rico 00907

### CALIFORNIA

280 South Beverly Drive, Penthouse  
Beverly Hills, California 90212

### FLORIDA

333 SE 2<sup>nd</sup> Avenue, Suite 2000  
Miami, Florida 33131

### ILLINOIS

227 W. Monroe Street, Suite 2100  
Chicago, Illinois 60606

### NEW JERSEY

1 Bridge Plaza North, Suite 675  
Fort Lee, New Jersey 07024

### NEW YORK

100 Garden City Plaza, Suite 408  
Garden City, New York 11530

### TENNESSEE

800 S. Gay Street, Suite 1100  
Knoxville, Tennessee 37929

### WASHINGTON

1420 Fifth Ave, Suite 2200  
Seattle, Washington 98101

17410 133rd Avenue, Suite 301  
Woodinville, Washington 98072

### WASHINGTON, D.C.

5335 Wisconsin Avenue NW, Suite 440  
Washington, D.C. 20015

### NETHERLANDS

### UNITED KINGDOM



# Exhibit D

# **THE MILLER LAW FIRM**

## **A Professional Corporation**

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Rochester, MI 48307  
(248) 841-2200**

**[www.millerlawpc.com](http://www.millerlawpc.com)**

## THE MILLER LAW FIRM, P.C. | FIRM RESUME

The Miller Law Firm, P.C. (the “Firm”) is one of the premier litigation law firms in the United States and Michigan’s leading class action firm. A recognized leader in the area of complex commercial litigation, the Firm is ranked Tier 1 in Detroit by *U.S. News-Best Lawyers* “Best Law Firms” for commercial litigation. Since the Firm’s founding in 1993, the Firm has developed a national reputation for successfully prosecuting securities fraud and consumer class actions on behalf of its clients. As Lead Counsel or Co-Lead Counsel appointed by judges throughout the United States in some of the country’s largest and most complex cases, the Firm has achieved over \$3 billion in settlements, recoveries and/or verdicts on behalf of injured class members.

### Highlights of Results Obtained

- 2025      *In re Healthec LLC Data Breach Litigation*  
(United States District Court, New Jersey)  
(Case No. 2:24-cv-00026) (PSC Member)
- Result: \$5.5 million settlement value
- In re Chevrolet Bolt EV Battery Litigation*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:20-cv-13256) (Co-Lead Class Counsel)
- Result: \$150 million settlement value
- McClain v. Henry Ford Health*  
(Wayne County Circuit Court)  
(Case No. 2025-000801-CZ)
- Result: approx. \$12.3 million settlement value
- White v. FCA US LLC*  
(United States District Court, Eastern District of Michigan)  
(Case No. 4:21-cv-11696) (Co-Lead Class Counsel)
- Result: \$96 million settlement value
- Chapman v. General Motors LLC*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:19-cv-12333) (Class Counsel)
- Result: \$50 million settlement

2024

*Ubillus v. Progressive Marathon Ins. Co.*  
(Washtenaw Circuit Court)  
(Case No. 19-000741) (Class Counsel)  
Result: \$61 million settlement

*In re: Henry Ford Health System Data Security Litigation*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:23-cv-12520) (Class Counsel)

Result: \$700,000 settlement

*In re Wright & Filippis, LLC Data Security Breach Litigation*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:22-cv-12908) (Chair of Class Counsel)

Result: \$2.9 million settlement

*Schreiber v. Mayo Found. for Medical Education and Research*  
(United States District Court, Western District of Michigan)  
(Case No. 2:22-cv-00188) (Class Counsel)

Result: \$52.5 million settlement

*Pratt v. KSE Sportsman Media, Inc.*  
(United States District Court, Eastern District of Michigan)  
(Case No. 1:21-cv-11404) (Class Counsel)

Result: \$9.5 million settlement

2023

*Cooper (nee Zimmerman) v. The 3M Company and Wolverine*  
(United States District Court, Western District of Michigan)  
(Case No. 1:17-cv-01062) (Co-Lead Counsel)

Result: \$54 million settlement

*Reynolds v. FCA*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:19-cv-11745) (Co-Lead Counsel)

Result: Over \$30 million settlement value

*Kain v. The Economist Newspaper NA, Inc.*  
(United States District Court, Eastern District of Michigan)  
(Case No. 4:21-cv-11807) (Co-Lead Counsel)

Result: \$9.5 million settlement

*Ketover v. Kiplinger Washington Editors, Inc.*  
(United States District Court, Eastern District of Michigan)  
(Case No. 1:21-cv-12987) (Class Counsel)

Result: \$6.8 million settlement

*Moeller v. The Week Publications, Inc.*  
(United States District Court, Eastern District of Michigan)  
(Case No. 1:22-cv-10666) (Class Counsel)

Result: \$5.1 million settlement

*Thomsen v. Morley*  
(United States District Court, Eastern District of Michigan)  
(Case No. 1:22-cv-10271) (Plaintiffs' Executive Committee)

Result: \$4.3 million settlement

2022

*In re; National Prescription Opiate Litigation (CVS, Walgreens and Walmart retail pharmacy and two manufacturers Allergan and Teva)*  
(United States District Court, Northern District Ohio, MDL Court)  
(Case No. 1:17-md-2804) (Represented several Michigan counties who were parties to and benefited from the global settlement)

Result: \$18.5 billion global settlement plus Narcan or additional cash from Teva

*In re EpiPen (Epinephrine Injection, USP) Marketing, Sales Practices and Antitrust Litig.,*  
(United States District Court, District of Kansas)  
(Case No. 2:17-md-02785) (Plaintiffs' Steering Committee)

Result: \$609 million in settlements

*Wood, et al. v. FCA US LLC*  
(United States District Court, Eastern District of Michigan)  
(Case No. 5:20-cv-11054) (Co-Lead Counsel)

Result: Over \$108 million settlement value

*Persad, et al. v. Ford Motor Company*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:17-cv-12599) (Co-Lead Counsel)

Result: Over \$42 million settlement value

*Loftus v. Outside Integrated Media, LLC*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:21-cv-11809) (Co-Lead Counsel)

Result: Approximately \$1 million settlement

*Graham, et al. v. University of Michigan, et al.*,  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:21-cv-11168) (Co-Lead Counsel)

Result: Injunctive relief settlement mandating University reforms to address and prevent sexual misconduct

John Doe MC-1 v. University of Michigan, et. al.  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:20-cv-10568) (Represented several victims of sexual abuse in private, confidential settlement)

Result: Confidential settlement

2021

*In re; National Prescription Opiate Litigation (Distributor and Manufacturer Janssen Pharmaceuticals Settlement)*  
(United States District Court, Northern District of Ohio, MDL Court)  
(Case No. 1:17-md-2804) (Represented several Michigan counties who were parties to and benefited from the global settlement.)

Result: \$26 billion global settlement

*Simmons, et al. v. Apple, Inc.*  
(Superior Court of the State of California, County of Santa Clara)  
(Case No. 17CV312251) (Co-Lead Counsel)

Result: \$9.75 million settlement

*Dougherty v Esperion Therapeutics, Inc., et. Al.*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:16-cv-10089) (Local Counsel)

Result: \$18.25 million settlement

*In re Broiler Chicken Antitrust Litigation*  
(United States District Court, Northern District of Illinois, Eastern Division) (Case No. 1:16-cv-08637)

Result: \$93.5 million in settlements in 2021

2020 *In re Resistors Antitrust Litigation*  
(United States District Court, Northern District of California)  
(Case No. 3:15-cv-03820) (Informal member of Steering Committee)

Result: \$33.4 million in settlements in 2020

*In re Capacitors Antitrust Litigation*  
(United States District Court, Northern District of California)  
(Case No. 03:17-md-02801) (Informal member of Steering Committee)

Result: \$30.95 million in settlements in 2020

2019 *Carl Palazzolo, et al. Fiat Chrysler Automobiles N.V., et al.*  
(United States District Court, Eastern District of Michigan)  
(Case No. 16-cv-12803) (Co-Lead Counsel)

Result: \$14.75 million settlement

*Zimmerman v. Diplomat Pharmacy, Inc., et al.*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:16-cv-14005) (Liaison Counsel)

Result: \$14.1 million settlement

2018 *In re Freight Forwarders Antitrust Litigation*  
(United States District Court, Eastern District of New York)  
(Case No. 08-cv-00042) (Counsel for Class Representative)

Result: \$1 billion settlement

2017 *Foster v. L3 Communications, EO Tech*  
(United States District Court, Western District of Missouri)  
(Case No. 15-cv-03519) (Co-Lead Counsel)

Result: \$51 million settlement (100% recovery)

2016 *In re Automotive Parts Antitrust Litigation*  
(United States District Court, Eastern District of Michigan)  
(Case No. 12-md-02311) (Liaison Counsel)

Result: Over \$1 billion in settlements

*GM Securities Class Action/New York Teachers Retirement System v. General Motors Company*  
(United States District Court, Eastern District of Michigan)  
(Case No. 4:14-cv-11191) (Local Counsel)

Result: \$300 million settlement

*ERISA Class Action/Davidson v. Henkel Corporation*  
(United States District Court, Eastern District of Michigan)  
(Case No. 12-cv-14103) (Lead Counsel)

Result: \$3.35 million settlement (100% Recovery for 41-member class)

*Pat Cason-Merenda and Jeffrey A. Suhre v. VHS of Michigan, Inc.,  
dba Detroit Medical Center (Antitrust)*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:06-cv-15601) (Special Trial Counsel)

Result: \$42 million settlement

2015 *In re AIG 2008 Securities Litigation*  
(United States District Court, Southern District of New York)  
(Case No. 08-cv-04772) (Co-Lead Counsel)

Result: \$970.5 million settlement

2014 *City of Farmington Hills Employees Retirement System v. Wells  
Fargo Bank, N.A.*  
(United States District Court, District of Minnesota)  
(Case No. 10-cv-04372) (Co-Lead Counsel and Primary Trial Counsel)

Result: \$62.5 million settlement

*The Shane Group, Inc., et al. v. Blue Cross Blue Shield of Michigan*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:10-cv-14360) (Co-Lead Counsel)

Result: \$30 million settlement

*In re Refrigerant Compressors Antitrust Litigation*  
(United States District Court, Eastern District of Michigan)  
(Case No. 09-md-02042) (Co-Lead Counsel)

Result: \$30 million settlement

2013 *The Board of Trustees of the City of Birmingham Employees et. al. v.  
Comerica Bank et. al.*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:09-13201) (Co-Lead Counsel)

Result: \$11 million settlement

*In Re Caraco Pharmaceutical Laboratories, Ltd. Securities Litigation*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:09-cv-12830) (Co-Lead Counsel)

Result: \$2.975 million settlement

*In Re TechTeam Global Inc. Shareholder Litigation*  
(Oakland County Circuit Court, State of Michigan)  
(Case No. 10-114863-CB) (Liaison Counsel)

Result: \$1.775 million settlement

*General Retirement System of the City of Detroit and Police and Fire Retirement System of the City of Detroit vs. UBS Securities, LLC (Structured Investment Vehicle)*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:10-cv-13920) (Lead Counsel)

Result: Confidential settlement

2010 *Epstein, et al. v. Heartland Industrial Partners, L.P., et al.*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:06-CV-13555) (Substantial role)

Result: \$12.2 million settlement

*In Re Skilled Healthcare Group, Inc. Securities Litigation*  
(United States District Court, Central District of California)  
(Case No. 09-5416) (Substantial role)

Result: \$3 million settlement

2009 *In Re Proquest Company Securities Litigation*  
(United States District Court, Eastern District of Michigan)  
(Case No. 4:06-CV-11579) (Substantial role; argued Motion to Dismiss)

Result: \$20 million settlement

*In Re Collins & Aikman Corporation Securities Litigation*  
(United States District Court, Eastern District Michigan)  
(Case No. 03-CV-71173) (Substantial role)

Result: \$10.8 million settlement

*In re IT Group Securities Litigation*  
(United States District Court, Western District of Pennsylvania)

(Civil Action No. 03-288) (Co-Lead Counsel)

Result: \$3.4 million settlement

2008

*In re Mercury Interactive Securities Litigation*  
(United States District Court, Northern District of California)  
(Civil Action No. 03:05-CV-3395-JF) (Substantial role)

Result: \$117 million settlement

*In Re General Motors Corporation Securities and Derivative Litigation*  
(United States District Court, Eastern District of Michigan)  
(Master Case No. 06-MD-1749) (Co-Lead Counsel)

Status: Obtained major corporate governance reforms to address accounting deficiencies

2007

*Wong v. T-Mobile USA, Inc.*  
(United States District Court, Eastern District of Michigan)  
(Case No. 05-CV-73922) (Co-Lead)

Result: Settlement for 100% of damages

*In re CMS Energy Corporation Securities Litigation*  
(United States District Court, Eastern District Michigan)  
(Master File No. 2:02 CV 72004) (Substantial role)

Result: \$200 million settlement

2005

*In re Comerica Securities Fraud Litigation*  
(United States District Court, Eastern District of Michigan)  
(Case No. 2:02-CV-60233) (Substantial role)

Result: \$21 million in total settlements

*Street v. Siemens*  
(Philadelphia State Court)  
(Case No. 03-885) (Co-Lead Counsel)

Result: \$14.4 million (100% recovery)

*Redmer v. Tournament Players Club of Michigan*  
(Wayne County Circuit Court) (Case No. 02-224481-CK) (Co-Lead)

Result: \$3.1 million settlement

- 2004      *Passucci v. Airtouch Communications, Inc.*  
(Wayne County Circuit Court) (Case No. 01-131048-CP) (Co-Lead)
- Result: Estimated settlement value between \$30.9 and \$40.3 million
- Johnson v. National Western Life Insurance*  
(Oakland County Circuit Court)  
(Case No. 01-032012-CP) (Substantial role)
- Result: \$10.7 million settlement
- 2003      *Felts v. Starlight*  
(United States District Court, Eastern District Michigan)  
(Case No. 01-71539) (Co-Lead)
- Result: Starlight agrees to stop selling ephedrine as an ingredient in its weight loss dietary supplement product
- In re Lason Securities Litigation*  
(United States District Court, Eastern District Michigan)  
(Case No. 99-CV-76079) (Co-Lead)
- Result: \$12.68 million settlement
- 2001      *Mario Gasperoni, et al. v. Metabolife International, Inc.*  
(United States District Court, Eastern District Michigan)  
(Case No. 00-71255) (Co-Lead)
- Result: Nationwide settlement approved mandating changes in advertising and labeling on millions of bottles of dietary supplement, plus approximately \$8.5 million in benefits
- 1999      *Pop v. Art Van Furniture and Alexander Hamilton Insurance Company*  
(Wayne County Circuit Court) (Case No. 97-722003-CP) (Co-Lead)
- Result: Changes in sales practices and \$9 million in merchandise.
- Schroff v. Bombardier*  
(United States District Court, Eastern District Michigan)  
(Case No. 99-70327) (Co-Lead)
- Result: Recall of more than 20,000 defective Seadoos throughout North America; repair of defect to reduce water ingestion problem; extended warranties; and approximately \$4 million in merchandise.
- In re National Techteam Securities Litigation*  
(United States District Court, Eastern District Michigan)

(Master File No. 97-74587) (Substantial role)

Result: \$11 million settlement

*In Re F&M Distributors, Inc., Securities Litigation*  
(United States District Court, Eastern District Michigan)  
(Case No. 95-CV-71778-DT) (Minor role)

Result: \$20 million settlement

1998 *In Re Michigan National Corporation Securities Litigation*  
(United States District Court, Eastern District Michigan)  
(Case No 95 CV 70647 DT) (Substantial role)

Result: \$13.3 million settlement

1995 *In re Intel Pentium Processor Litigation*  
(Superior Court, Santa Clara County, California) (Master File No. 745729)  
(Substantial role)

Result: Intel agreed to replace millions of defective Pentium chips on demand without any cost to consumers

# **SELECTED ATTORNEY BIOGRAPHIES**



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## E. POWELL MILLER, PARTNER

✉ [EPM@millerlawpc.com](mailto:EPM@millerlawpc.com)



Powell Miller has been recognized as Michigan's number one ranked attorney by Super Lawyers Magazine for 2020. He has also been named one of the Top 10 lawyers in Michigan for seventeen consecutive years, from 2009-2025, by Super Lawyers Magazine, and in 2010, 2015, 2019, 2020, and 2024 he was the recipient of the Best Lawyers – Lawyer of the Year in the category of Bet-The-Company Litigation. In 2017, Mr. Miller was the recipient of the Judge Friedman and Cook Civility Award, which is awarded to only one lawyer each year. In 2024, he received the Professionalism Award from the Oakland County Bar Association. He has been named as one of the Best Lawyers in America every year since 2005. Mr. Miller has earned Martindale-Hubbell's highest rating, AV<sup>®</sup> Preeminent<sup>™</sup> 5/5.0 for legal ethics and ability and a 10/10 from AVVO a public rating system. Mr. Miller is also ranked as only one of nine in Michigan to receive the highest Band 1 rating by Chambers USA, describing Mr. Miller as a "superb trial lawyer" who "routinely acts for high-profile clients based across the [United] states."

Mr. Miller focuses his practice on all aspects of litigation. He has been retained by many Fortune 500 and other clients to represent them in litigation throughout the United States, including in Michigan, New York, New Jersey, Pennsylvania, Arkansas, Florida, Texas, Kentucky, Ohio, California, Colorado, Indiana, and Illinois.

Mr. Miller recently led the trial team and secured a significant victory in a closely followed defamation trial. After more than five years of litigation and a demand for tens of millions of dollars in damages, the court granted a directed verdict in favor of Mr. Miller's clients immediately following plaintiff's case-in-chief. Mr. Miller also previously prevailed in an arbitration against Compuware on behalf of Peter Karmanos receiving the highest of its kind arbitration result in Michigan history of \$16.5 million and won every appeal from the award collecting every dollar. Mr. Miller defended a consumer goods manufacturer against plaintiffs' asserting complex price discrimination and antitrust claims and alleging millions of dollars in damages. Following a three-week trial and seven hours of deliberations, a California jury returned a unanimous verdict in favor of Mr. Miller's client. And the 9th Circuit upheld the verdict on appeal. Mr. Miller has an outstanding trial record of 18-0-1, has obtained verdicts in excess of \$5 million, \$10 million, and \$23 million, and on the defense side, has never had a verdict against his client.

Mr. Miller has also obtained in excess of \$10 billion in settlements for class members, consumers, and governmental entities. These settlements, including a \$970.5 million settlement with AIG in 2015, are regularly among the largest settlements in Michigan and the United States. Mr. Miller has extensive experience in every form of securities and shareholder litigation including shareholder derivative actions, securities fraud, and shareholder oppression.

Mr. Miller has previously served as Co-President of the Detroit Chapter of the Federal Bar Association Antitrust and Securities Committees. He also serves on the Executive Committee for the Wayne State University Law School Board of Visitors, has served a Co-Chair of the American Bar Association Procedures Subcommittee on

class actions and multi-district litigation, and serves as a Master member of The Oakland County Bar Association Inns of Court.

In 2024, Mr. Miller taught the inaugural Class Actions and Multidistrict Litigations course at Wayne State University Law School. He has also previously lectured on securities litigation at the University of Michigan School of Law and also served as an Adjunct Professor at the University of Detroit Law School teaching trial practice.

Mr. Miller graduated third in his class from Wayne State University Law School, magna cum laude, in 1986. He was named to the honor society, Order of the Coif, and he was an Editor of the Wayne Law Review. In 1986, Mr. Miller joined the Detroit law firm of Honigman Miller Schwartz and Cohn, where he was elected partner in 1990. In 1994, he formed his own firm.

Mr. Miller has been recognized as a top debater in the United States. He won first place at the Harvard University National Debate Tournament as a freshman at Georgetown University. He also represented Georgetown in a special international debating exhibition against the Oxford Debating Union of Great Britain.

Mr. Miller is a proud supporter of the Detroit Urban Debate League, a nonprofit that supports the creation of debate programs in under-served high schools; the University of Detroit Jesuit High School and Academy; The Joe Niekro Foundation, which is committed to aiding in the research and treatment of aneurysm patients and families; and Charlotte's Wings, a nonprofit that is dedicated to supporting ailing children in Southeast Michigan through donations of new books to the children and their families in hospital and hospice care.

**EDUCATION:**

**UNIVERSITY OF DETROIT JESUIT HIGH SCHOOL, 1979**

**GEORGETOWN UNIVERSITY, B.A., 1983**

**WAYNE STATE UNIVERSITY LAW SCHOOL, J.D., 1986**