

STATE OF MICHIGAN
IN THE THIRTY-SEVENTH CIRCUIT COURT FOR THE COUNTY OF CALHOUN

MATTHEW LANE AND ZACHARY
KNAPP, *on behalf of themselves and all others*
similarly situated,

Case No. 25-1301-NZ

Hon. John A. Hallacy

Plaintiffs,

v

ALBION COLLEGE,

Defendant.

SETTLEMENT AGREEMENT

This Settlement Agreement¹ is entered into between Plaintiffs, Matthew Lane and Zachary Knapp, on behalf of themselves and the Settlement Class, and Defendant, Albion College, 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.

RECITALS

WHEREAS, Defendant is a nonprofit liberal arts college in Albion, Michigan.

WHEREAS, as a pre-condition of employment and/or enrollment from Defendant, Defendant collects, maintains, and stores the personal and sensitive information belonging to Settlement Class Members.

WHEREAS, in or around December 2024, Defendant became aware of a cybersecurity incident wherein a third party unlawfully breached and gained access to files containing the Private Information belonging to approximately 6,758 individuals. The impacted information included name, social security number, driver's license number, student ID number, passport number, date

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

of birth, financial account information, credit or debit card information, and health insurance information (the “Data Incident”).

WHEREAS, on or about May 1, 2025, Defendant began sending letters notifying the individuals whose Private Information may have been impacted in the Data Incident.

WHEREAS, on May 7, 2025, Matthew Lane filed a complaint against Defendant in the Circuit Court for the County of Calhoun, relating to the Data Incident;

WHEREAS, on May 12, 2025, Zachary Knapp filed a complaint against Defendant in the United States District Court for the Western District of Michigan. Plaintiff Knapp filed a Notice of Voluntary Dismissal of this action on June 23, 2025;

WHEREAS, on July 1, 2025, Plaintiffs organized and filed an Amended Class Action Complaint to include Matthew Lane and Zachary Knapp in the Circuit Court for the County of Calhoun;

WHEREAS, on July 15, 2025, Defendant filed a Motion to for Summary Disposition of Plaintiffs’ Amended Complaint;

WHEREAS, on September 15, 2025, Plaintiffs filed their Opposition to Defendant’s Motion for Summary Disposition;

WHEREAS, on September 18, 2025, Defendant filed a Reply in Support of its Motion to Dismiss;

WHEREAS, on November 10, 2025, the Court held a hearing on Defendant’s Motion to Dismiss and on November 25, 2025, entered an Order Granting in Part and Denying in Part, the Motion to Dismiss;

WHEREAS, following the Order on Defendant’s Motion to Dismiss, in an effort to conserve resources for the benefit of the those impacted in the Data Incident, the Parties began

discussing settlement and agreed to participate in a mediation;

WHEREAS, in connection with their settlement discussions and prior to mediation, the Parties exchanged informal discovery including information related to, among other things, the nature and cause of the incident, the number and geographic location of victims impacted by the Data Incident, and the specific type of information potentially accessed;

WHEREAS, the Parties engaged in a full-day mediation with Lee T. Silver of Butzel Attorneys and Counselors at which they were able to reach a settlement in principle;

WHEREAS, the Parties now agree to settle the Action entirely, without any admission of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendant has entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in any of the complaints or in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiffs do not in any way concede that the claims alleged in the Complaint lack merit or are subject to any defenses. The Parties intend this Agreement to bind Plaintiffs, Defendant, and all Settlement Class Members.

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

I. Definitions

12. “**Action**” means the class action lawsuit entitled: *Matthew Lane and Zachary Knapp v. Albion College*, No. 25-1301-NZ and pending in the Circuit Court for the County of Calhoun, State of Michigan.

13. “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this agreement, and all exhibits attached hereto, between the Plaintiffs and Defendant.

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

15. “**Cash Payment**” means the cash compensation paid to Settlement Class Members who submit a Claim for any of the following: Cash Payment A – Ordinary Documented Losses, Cash Payment B – Extraordinary Documented Losses, or Cash Payment C – Alternative Cash Payment under Section III herein.

16. “**Cash Payment A – Ordinary Documented Losses**” means the cash compensation that Settlement Class Members with ordinary documented losses may elect under the Settlement. Settlement Class Members may elect Cash Payment A, and may additionally elect Cash Payment B. Settlement Class Members who submit a claim for Cash Payment A cannot receive Cash Payment C.

17. “**Cash Payment B – Extraordinary Documented Losses**” means the cash compensation that Settlement Class Members with extraordinary documented losses may elect

under the Settlement. Settlement Class Members may elect Cash Payment B, and may additionally elect Cash Payment A. Settlement Class Members who submit a claim for Cash Payment B cannot receive Cash Payment C.

18. “**Cash Payment C – Alternative Cash Payment**” means the cash compensation that Settlement Class Members may elect under the Settlement as an alternative to Cash Payment A and Cash Payment B.

19. “**Claim**” means the submission of a Claim Form by a Claimant.

20. “**Claimant**” means an individual who submits a Claim Form for Settlement Class Member Benefits to the Settlement Administrator.

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

22. “**Claim Form Deadline**” means the deadline for filing claims up until a date certain ninety (90) days from the mailing of Notice 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.

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

24. “**Class Counsel**” means: Leanna A. Loginov of Shamis & Gentile, P.A., and Sarah Soleiman of Strauss Borrelli.

25. “**Class List**” means the list of Settlement Class Members provided to the Settlement Administrator by the Defendant for the purpose of effectuating Notice. Defendant shall prepare

and provide the Class List to the Settlement Administrator using information in Defendant's records. To the extent maintained by the Defendant, the Class List shall include the Settlement Class Members' full names, current addresses, and last known telephone numbers.

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

27. **"Complaint"** means the Amended Class Action Complaint filed by Plaintiffs in this Action on July 1, 2025.

28. **"Court"** means the Circuit Court for the County of Calhoun, State of Michigan, and the Judge(s) assigned to the Action.

29. **"Credit Monitoring"** means the three-years membership of one-bureau credit monitoring with \$1,000,000 in identity theft insurance coverage that Settlement Class Members may elect under the Settlement.

30. **"Data Incident"** means the unauthorized access to or acquisition of Plaintiffs' and the Settlement Class's Private Information that occurred on Defendant's systems on or around December 17, 2024.

31. **"Defendant"** means Albion College, the defendant in the Action.

32. **"Defendant's Counsel"** means Paulyne Gardner of Mullen Coughlin, LLC.

33. **"Effective Date"** means one (1) day after all of the Court has entered the Final Approval Order finally approving this Settlement Agreement and either (a) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment or (b) if there is an appeal or appeals or reconsideration sought, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; and (c) the date of final dismissal of any appeal or reconsideration

or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review. Notwithstanding the above, any order modifying or reversing any attorneys' fees, costs, and expenses or Service Award to a Class Representative shall not affect the "Effective Date" or any other aspect of the Final Approval Order and Judgment.

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

35. **"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.

36. **"Final Approval Order"** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final Approval.

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

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

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

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

41. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and include Postcard Notice, Long Form Notice, Settlement Website, and toll-free Settlement phone number.

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

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

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

45. “**Party**” means either Plaintiffs or Defendant, and “**Parties**” means Plaintiffs and Defendant collectively.

46. “**Plaintiffs**” means Matthew Lane and Zachary Knapp.

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

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

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

44. “**Private Information**” means name, social security number, driver’s license number, student ID number, passport number, date of birth, financial account information, credit

or debit card information, and health insurance information.

45. “**Releases**” means the releases and waiver set forth in Section X of this Agreement.

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

47. “**Released Parties**” means Defendant and each entity which is controlled by, controlling or under common control with Defendant and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, insurers, reinsurers, divisions, officers, directors, shareholders, Members, agents, servants, employees, partners, predecessors, successors, managers, administrators, executors, and trustees.

48. “**Releasing Parties**” means Plaintiffs and Settlement Class Members and their respective past, present, and future heirs, devisees, beneficiaries, conservators, executors, estates, administrators, assigns, trustees, and receivers.

49. “**Service Awards**” means the payment the Court may award Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members. The Service Awards shall be paid by Defendant separate from the Settlement Class Member Benefits.

50. **“Settlement Administrator”** means Angeion Group, the third-party notice and claims administrator jointly selected by the Parties.

51. **“Settlement Administration Costs”** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration, for which Defendant shall be solely responsible for payment.

52. **“Settlement Class”** means all individuals who had Private Information impacted as a result of the Data Incident, including all who were sent a notice of the Data Incident.

Excluded from the Settlement Class are: (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

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

54. **“Settlement Class Member Benefits”** means the Cash Payments and Credit Monitoring that Settlement Class Members may elect in the Settlement.

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

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

II. Certification of the Settlement Class

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

III. Settlement Consideration

58. The Defendant has agreed to provide the following benefits for Class Members: (a) up to \$300.00 per Settlement Class Member under Cash Payment A – Ordinary Documented

Losses, and (b) up to \$3,000.00 per Settlement Class Member under Cash Payment B – Extraordinary Documented Losses; or (c) a flat cash payment estimated to be \$50.00 per Settlement Class Member under Cash Payment C – Alternative Cash Payment. The aggregate cap on monetary benefits payable for Cash Payments under Section III shall be \$300,000.00. In the event the total value of Valid Claims for Cash Payments exceeds the aggregate cap, the Cash Payments shall be reduced on a pro rata basis.

Settlement Class Members must submit a Valid Claim to the Settlement Administrator to receive Cash Payments payable from the Defendant. When submitting a Valid Claim, Settlement Class Members may elect Cash Payment A– Ordinary Documented Losses, and may additionally elect Cash Payment B – Extraordinary Documented Losses. Settlement Class Members may elect to receive Cash Payment C – Alternative Cash Payment, as an alternative to receiving Cash Payment A and/or Cash Payment B. Settlement Class Members who submit a claim for Cash Payment A and/or Cash Payment B, cannot receive Cash Payment C. 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 – Ordinary Documented Losses

Settlement Class Members may submit a claim for a Cash Payment under this section for up to \$300.00 per Settlement Class Member upon presentment of ordinary documented losses for fraud and identity theft related to the Data Incident. Ordinary documented losses may include, without limitation, the following: (a) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member’s Private Information; (b) unreimbursed costs incurred on or after May 1, 2025, associated with accessing or freezing/unfreezing credit reports with any credit reporting

agency; (c) other unreimbursed miscellaneous expenses incurred related to any ordinary documented loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (d) other mitigative costs fairly traceable to the Data Incident that were incurred on or after December 17, 2024 through date of the Settlement Class Member's claim submission. To receive an ordinary documented loss payment, a Settlement Class Member must elect Claim A on the Claim Form attesting under penalty of perjury to incurring ordinary documented losses. Settlement Class Members will be required to submit proper documentation supporting the losses, which means documentation contemporaneously generated or prepared by a third party supporting a claim for expenses paid. Non-exhaustive examples of reasonable documentation include telephone records, fees for credit repair services, costs associated with freezing or unfreezing credit, and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. 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 proper documentation supporting an ordinary documented 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 only elected Cash Payment C.

b. Cash Payment B – Extraordinary Documented Losses

In addition to Cash Payment A above, a Settlement Class Member may also elect Cash Payment B – Extraordinary Documented Losses, which provides up to \$3,000.00 upon presentment of extraordinary documented losses related to the Data Incident if: (1) the loss is an actual, documented and unreimbursed monetary loss stemming from fraud, identity theft, or misuse arising out of or relating to the Data Incident; (2) the loss is fairly traceable to the Data Incident; (3) the loss occurred between December 17, 2024 and the Claims Deadline; (4) the loss is not already covered by Cash Payment A; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

c. Cash Payment C – Alternative Cash Payment

As an alternative to Cash Payment A and Cash Payment B, a Settlement Class Member may elect to receive Cash Payment C, which is an alternative cash payment in the amount of \$50.00. Settlement Class Members who submit a claim for Cash Payment C cannot receive Cash Payment B.

d. Credit Monitoring

In addition to Cash Payment A and Cash Payment B, or Cash Payment C described above, all Settlement Class Members shall be offered the opportunity to enroll in a three-year membership of one bureau monitoring with \$1,000,000 in identity theft insurance coverage on a claims-made basis by submitting a claim through the Settlement Administrator.

59. Business Practice Commitments

As a result of the Data Incident and this Action, Defendant has agreed to provide a confidential declaration on changes and improvements made to its computer systems and internal security protocols to ensure the safeguarding of the Private Information belonging to the

Settlement Class. If the Court requests, Defendant shall provide an estimate of the costs of these security enhancements.

IV. Settlement Approval

60. Within 10 day of signing this Agreement, Class Counsel shall file a Motion for Preliminary Approval, which shall, among other things, request the Court: (1) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (2) provisionally certify the Settlement Class for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (4) approve the Claim Form and Claim Process; (5) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (6) appoint Leanna A. Loginov and Sarah Soleiman as Class Counsel; (7) appoint the Plaintiffs as the Class Representatives; (8) appoint Angeion Group as the Settlement Administrator; (9) stay the Action pending Final Approval of the Settlement; and (10) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendant's Counsel.

V. Settlement Administrator

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

62. 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, assessing Claim Forms and determining whether they are supported by reasonable documentation, and distributing the Cash Payments to Settlement Class Members who submit Valid Claims.

63. The Settlement Administrator's duties include:

- a. Completing the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and Claim Forms on request from Settlement Class Members, reviewing Claim Forms and supporting documentation, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit Valid Claims;
- b. Establishing and maintaining a post office box to receive opt-out requests from the Settlement Class and objections from Settlement Class Members;
- c. Establishing and maintaining the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establishing and maintaining an automated toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- e. Responding to any mailed Settlement Class Member inquiries;
- f. Processing all opt-out requests from the Settlement Class;
- g. Providing weekly reports to Class Counsel and Defendant's Counsel that summarize the number of Claims submitted, opt-out requests and objections

received that week, the total number of opt-out requests and objections received to date, and other pertinent information;

- h. In advance of the Final Approval Hearing, preparing a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, the value of the Valid Claims submitted to date, providing the names of each 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;
- i. Reviewing Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Cash Payment;
- j. Collecting from Defendant and/or their insurer(s) funds necessary to pay Valid Claims for Cash Payments;
- k. Distributing Cash Payments to Settlement Class Members who submit Valid Claims; and
- l. Any other Settlement administration function at the instruction of Class Counsel and Defendant, including, but not limited to, verifying that the Cash Payments have been properly distributed.

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

64. Defendant will make available to the Settlement Administrator the Class List no later than five days after entry of the Preliminary Approval Order. To the extent necessary,

Defendant will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement.

65. Within 20 days following receipt of the Class List from Defendant, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

66. Settlement Class Members shall be sent a Postcard Notice.

67. Once the Postcard Notices are sent, the Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

68. The Notice Program shall be completed no later than 45 days before the initial date set for the Final Approval Hearing.

69. The Postcard Notice shall include, among other information: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel and Defendant's Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon

those dates and deadlines set by the Court in the Preliminary Approval Order. 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.

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

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

72. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct Settlement Class Members to review the Long Form Notice to obtain the objection instructions. Objections must be filed with the Court, and sent by

U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

73. 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 Award;

- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date 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. the identity of all counsel (if any) representing the objector, and whether they 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 document requests.

VII. Claim Form Process and Disbursement of Cash Payments

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

75. 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.

76. 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.

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

78. 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.

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

80. 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.

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

- a. The Settlement Administrator shall have 30 days from the Claim Form Deadline to approve or reject Claims.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.
- c. If a Claim is rejected, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendant's Counsel shall be provided with copies of all such notifications to Claimants.
- d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

82. 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.

83. 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.

84. The Settlement Administrator must submit an invoice to Defendant for payment of all Valid Claims within five days of the Effective Date or as soon as all Claim deficiencies are resolved via the process set forth herein, whichever is later. Defendant shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within 15 days of the invoice.

85. No later than 60 days after the Effective Date, the Settlement Administrator shall distribute the Cash Payments.

86. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check, as selected on the Settlement Class Member's Valid Claim. Settlement Class Members will have a period of 90 days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within 90 days of issuance. In the event of any complications arising in connection with the issuance of an electronic payment, the Settlement Administrator shall provide written notice to Class Counsel and Defendant's Counsel. Absent specific instructions from Class Counsel and Defendant's Counsel, the Settlement Administrator shall proceed to resolve the dispute using its best practices and procedures to ensure that the funds are fairly and properly distributed to the person or persons who are entitled to receive them. In the event the Settlement Administrator is unable to distribute funds to the person or

persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant, and the Settlement Class Member shall forfeit their right to the funds.

VIII. Final Approval Order and Final Judgment

87. Plaintiffs shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than 45 days before the initial 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 of the requirements listed in this Agreement.

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

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

- e. Release Defendant and the other Released Parties from the Released Claims;
and
- f. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendant, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

IX. Service Awards, Attorneys' Fees, and Costs

89. ***Service Awards.*** Class Counsel, on behalf of the Class Representatives, may seek Service Awards of up to \$2,500.00 each, subject to Court approval. The Service Awards are to be paid inclusive of any other sums agreed to under this Settlement. Defendant shall pay or cause to be paid the Court-approved Service Awards by wire transfer to an account designated by Class Counsel within five days of the Effective Date.

90. ***Attorneys' Fees and Costs.*** Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$237,500.00, which are to be paid inclusive of any other sums agreed to under this Settlement Agreement. Defendant shall pay or cause to be paid the Court-approved attorneys' fees and cost award by wire transfer to an account designated by Class Counsel within five days of the Effective Date.

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

X. Releases

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

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

94. Upon the Effective Date, and in consideration of the Settlement benefits described herein, Plaintiffs and Settlement Class Members shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

95. **Unknown Claims.** The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims that could have been raised in the Action and claims Plaintiffs and Settlement Class Members do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Plaintiffs and Settlement Class Members shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

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.

Upon the Effective Date, each-Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Plaintiffs and Settlement Class Members acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Plaintiffs and Settlement Class Members shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

XI. Termination of Settlement

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

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

97. If any of the conditions specified in the preceding paragraph are not met, or if the

Court otherwise imposes any modification to or condition to approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

98. 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*.

XII. Effect of Termination

99. The grounds upon which this Agreement may be terminated are set forth in Section XI. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendant's, Defendant's Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

100. 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.

XIII. No Admission of Liability

101. This Agreement reflects the Parties' compromise and settlement of disputed claims.

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

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

103. 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.

104. 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 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.

105. 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.

XIV. Miscellaneous Provisions

106. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Settlement Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendant may also provide information about the Settlement Agreement to

its attorneys, Members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws or other applicable laws and regulations.

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

108. ***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.

109. ***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.

110. ***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.

111. ***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.

112. ***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.

113. **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.

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

115. **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.

116. **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:

Sarah Soleiman
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610

Chicago IL, 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
ssoleiman@straussborrelli.com

Leanna A. Loginov
SHAMIS & GENTILE P.A.
14 NE 1st Avenue, Suite 705
Miami, Florida 33132
Tel: (305) 479-2299
lloginov@shamisgentile.com

If to Defendant or Defendant's Counsel:

Paulyne Gardner
Mullen Coughlin LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
T: (267) 930-2098
pgardner@mullen.law

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

117. ***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.

118. ***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.

119. ***Authority.*** Class Counsel (for the Plaintiffs and the Settlement Class Members), and Defendant's Counsel, represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity

included within the definitions of Plaintiffs and Defendant respectively to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

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

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

122. ***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.

PLAINTIFFS

Matthew Lane
MATTHEW LANE

ZACHARY KNAPP

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

Leanna Loginov
LEANNA LOGINOV
SHAMIS & GENTILE, P.A.

SARAH SOLEIMAN
STRAUSS BORRELLI PLLC

DEFENDANT

By: _____
Its _____

122. ***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.

PLAINTIFFS

MATTHEW LANE



ZACHARY KNAPP

CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

LEANNA LOGINOV
SHAMIS & GENTILE, P.A.



SARAH SOLEIMAN
STRAUSS BORRELLI PLLC

DEFENDANT

By: _____
Its _____

122. ***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.

PLAINTIFFS

MATTHEW LANE

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CLASS COUNSEL (on behalf of Plaintiffs and the Settlement Class)

LEANNA LOGINOV
SHAMIS & GENTILE, P.A.

SARAH SOLEIMAN
STRAUSS BORRELLI PLLC

DEFENDANT



By: Daniel Valles
Its Vice President, Finance & Admin

COUNSEL FOR DEFENDANT

A handwritten signature in black ink, appearing to read "Paulyne Gardner". The signature is written in a cursive, flowing style.

PAULYNE GARDNER
MULLEN COUGHLIN, LLC

— EXHIBIT 1 —

LEGAL NOTICE

YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT AND OTHER BENEFITS FROM A CLASS ACTION SETTLEMENT.

The Circuit Court for County of
Calhoun, State of Michigan has
authorized this Notice.

**For complete information
about the Settlement,
including full details on how to
submit a claim, exclude
yourself from the Settlement,
or object to the Settlement,
please visit **WEBSITE** or call
toll-free 1-**XXX-XXX-XXXX**.**

Albion College Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «**Notice ID**»

Confirmation Code: «**Confirmation Code**»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A proposed class action settlement has been reached in the lawsuit captioned: *Matthew Lane and Zachary Knapp v. Albion College*, Case No. 25-1301-NZ, pending in the Circuit Court for the County of Calhoun, State of Michigan.

Who is Included? All individuals who had Private Information impacted by the unauthorized access to Albion College's systems on or around December 17, 2024 (the "Data Incident"). This includes all individuals who were sent a notice of the Data Incident. You are receiving this Notice because you have been identified as a Settlement Class Member.

Settlement Benefits. Settlement Class Members, *i.e.*, members of the Settlement Class Members who do not opt out of the Settlement, may submit a Claim Form to receive Credit Monitoring Services and a Cash Benefit of either: (a) Extraordinary Losses of up to \$3,000 and/or Ordinary Losses of up to \$300 **or** (b) an Alternative Cash Payment of \$50. Cash Payments are subject to a maximum total cap of \$300,000. If the total amount of Cash Payments for Valid Claims exceeds \$300,000, Cash Payments will be reduced on a *pro rata* basis.

Albion College has also committed to making certain security enhancements and has agreed to pay for Settlement Administration Costs, Attorneys' Fees and Costs, and Service Awards. These costs are separate from, and do not affect the Settlement Benefits offered to the Settlement Class. Please visit **WEBSITE** for a full description of the Settlement Benefits.

How To Get Benefits: Visit **WEBSITE** to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **DATE**, or submitted by mail postmarked no later than **DATE**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against Defendant or the Released Parties related to the legal claims resolved by the Settlement. If you do not exclude yourself, you may **object** to the Settlement by **DATE**. Please visit **WEBSITE** for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. The Court has appointed Leanna A. Loginov of Shamis & Gentile, P.A., and Sarah Soleiman of Strauss Borrelli as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall request an award for Attorneys' Fees and Costs up to \$237,500 and Service Awards for the Class Representatives not to exceed \$2,500 each.

The Final Approval Hearing: The Court has scheduled a hearing for **DATE/TIME** at **ADDRESS**, to consider whether to approve the Settlement, Service Awards, Class Counsel's award for Attorneys' Fees and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **WEBSITE** for updates.

This Notice is only a Summary. For more information, visit **WEBSITE, call toll-free 1-**XXX-XXX-XXXX**.**

— EXHIBIT 2 —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

IF YOUR PRIVATE INFORMATION WAS IMPACTED BY A DATA INCIDENT INVOLVING ALBION COLLEGE IN DECEMBER 2024, YOU MAY BE ELIGIBLE TO RECEIVE CREDIT MONITORING AND A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT.

This is an official Court-approved Notice authorized by the Circuit Court for Calhoun County, Michigan.

A proposed class action settlement has been reached in the lawsuit captioned: *Matthew Lane and Zachary Knapp v. Albion College*, Case No. 25-1301-NZ, pending in the Circuit Court for the County of Calhoun, State of Michigan.

If approved by the Court, the Settlement will resolve and release the legal claims (“Released Claims”) related to the unauthorized access to Albion College’s systems on or around December 17, 2024 (the “Data Incident”).

If you are a Settlement Class Member, this Settlement affects your legal rights. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM DEADLINE: DATE	Submitting a Claim Form is the only way that you can receive Settlement Benefits. Only Settlement Class Members, <i>i.e.</i> , members of the Settlement Class who do not exclude themselves from the Settlement, are eligible to submit a Claim Form to receive Settlement Benefits. More information about submitting a Claim Form is available at FAQ #12 .
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DATE	Excluding yourself from the Settlement (or “opting out”) is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendant or other Released Parties for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits. More information about excluding yourself is available at FAQ #18 .
OBJECT TO THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you <u>cannot</u> object to it; however, you may still submit a Claim Form to receive Settlement Benefits. More information about objecting is available FAQ #21 .
ATTEND THE FINAL APPROVAL HEARING DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing. More information about the Court’s Final Approval hearing is available at FAQ#23 .
DO NOTHING	If you do nothing, you will not receive any of the Settlement Benefits and you will give up any rights you may have to sue, continue to sue, or be part of another lawsuit against the Defendant and other Released Parties for the claims this Settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits will be provided unless the Court approves the Settlement, and it becomes final.

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice to inform you of a proposed Settlement in this class action lawsuit. You have the right to understand the terms of the Settlement, as well as your rights and options, before the Court decides whether to grant final approval.

This Notice explains the nature of the lawsuit, the terms of the proposed Settlement, who is eligible to receive benefits from this Settlement, a description of the benefits, and how to obtain those benefits.

2. What is this lawsuit about?

The lawsuit is known as *Matthew Lane and Zachary Knapp v. Albion College*, Case No. 25-1301-NZ, pending in the Circuit Court for the County of Calhoun, State of Michigan (the “Action”).

Matthew Lane and Zachary Knapp are the Plaintiffs who brought this class action lawsuit against Albion College (referred to as “Albion” or “Defendant”) in response to the Data Incident. The specific legal claims alleged by the Plaintiffs can be viewed in the Amended Class Action Complaint, which is available on the Settlement Website, [WEBSITE](#).

3. Why is this a class action?

In a class action lawsuit, one or more individuals (called the “Plaintiffs” or “Class Representatives”) bring claims on behalf of a larger group of people who have similar claims (the “Settlement Class” or “Settlement Class Members”). The Court resolves the claims for all Settlement Class Members, except for those who choose to exclude themselves from the Settlement Class. Under the Settlement, members of the Settlement Class who do not exclude themselves from the Settlement are referred to as “Settlement Class Members.”

4. Why is there a Settlement?

The Plaintiffs and the Defendant disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Action after considering the risks and uncertainties of continuing the lawsuit, and all factors related to the Settlement. The Parties believe that this Settlement is fair, reasonable, adequate, and in the best interests of themselves and the Settlement Class. The Settlement is not an admission of any wrongdoing.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class includes all individuals who had Private Information impacted by the unauthorized access to Albion College’s systems on or around December 17, 2024 (the “Data Incident”). This includes all individuals who were sent a notice of the Data Incident.

If you received notice of this Settlement by mail, you are included in the Settlement Class.

Are there exceptions to individuals who are included in the Settlement Class?

Yes, excluded from the Settlement Class are: (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads nolo contendere to any such charge.

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

If you are still not sure whether you are included in this Settlement, you can contact the Settlement Administrator for free assistance by calling toll-free 1-[XXX-XXX-XXXX](#), emailing [INSERT EMAIL ADDRESS](#) or writing to Albion College Data Incident Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Settlement Class Members are eligible to receive Credit Monitoring Services and one of two Cash Payment options. The aggregate cap on monetary benefits payable for Cash Payments is \$300,000. If the total value of Valid Claims for Cash Payments exceeds \$300,000, Cash Payments shall be reduced on a *pro rata* basis.

CREDIT MONITORING SERVICES

Includes three (3) years of one-bureau credit monitoring, \$1 million in identity theft protection insurance, CyberScan dark web monitoring, identity restoration services and lost wallet assistance.

CASH PAYMENT OPTION #1 (includes Cash Payment A and/or Cash Payment B benefits)

Cash Payment A - Ordinary Losses: Up to \$300.00 for ordinary documented losses for fraud and identity theft related to the Data Incident. Supporting documentation must be submitted. Losses that have previously been reimbursed are not eligible for payment under the Settlement.

Examples of ordinary documented losses include, but are not limited to:

- Unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Private Information.
- Unreimbursed costs incurred on or after May 1, 2025, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency.
- Other unreimbursed miscellaneous expenses incurred related to any ordinary documented loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- Other mitigative costs fairly traceable to the Data Incident that were incurred on or after December 17, 2024, through the present.

Cash Payment B - Extraordinary Losses: Up to \$3,000.00 upon presentment of extraordinary documented losses related to the Data Incident if: (1) the loss is an actual, documented and unreimbursed monetary loss stemming from fraud, identity theft, or misuse arising out of or relating to the Data Incident; (2) the loss is fairly traceable to the Data Incident; (3) the loss occurred between December 17, 2024 and **the Claims Deadline**; (4) the loss is not already covered by Cash Payment A; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Documentation Requirement: Claims for **Extraordinary Losses** and **Ordinary Losses** must be submitted with documentation supporting the unreimbursed losses claimed. This can include receipts or other documentation that reflects the unreimbursed losses claimed and/or costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

CASH PAYMENT OPTION #2 (includes the Alternative Cash Payment)

Cash Payment C - Alternative Cash Payment: Settlement Class Members may elect to receive a cash payment in the amount of \$50.00 per person in lieu of claims for Ordinary or Extraordinary Losses. Supporting documentation is not required to submit a claim for an Alternative Cash Payment.

9. Are there other Settlement Benefits?

Yes. Albion College has also committed to making certain security enhancements and has agreed to pay for Settlement Administration Costs, Attorneys' Fees and Costs, and Service Awards. These costs are separate from, and do not affect the Settlement Benefits offered to the Settlement Class. Please visit **WEBSITE** for a full description of the Settlement Benefits.

10. What am I giving up in order to receive a Settlement Benefit or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class as a Settlement Class Member. If the Settlement is approved and becomes final, all of the Court's orders 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 Defendant and the other Released Parties about the

legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

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

For more information, please refer to the Settlement Agreement, which is available at [WEBSITE](#).

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

12. How do I make a claim for Settlement Benefits?

Settlement Class Members must submit a claim in order to receive Settlement Benefits. Visit [WEBSITE](#) to submit a claim online or to download a full Claim Form to complete and return by mail. Claim Forms must be submitted online by [DATE](#). Claim Forms submitted by mail must be postmarked no later than [DATE](#).

Completed Claim Forms, along with supporting documentation may be mailed to the Settlement Administrator at:

Albion College Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Remember, Claim Forms submitted by mail must be postmarked no later than [DATE](#)

13. Can I request a Claim Form?

Yes. Settlement Class Members can also request a Claim Form be mailed to them by calling toll-free 1-[XXX-XXX-XXXX](#) or by writing to the Settlement Administrator.

Mail: Albion College Data Incident Settlement, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: [EMAIL](#).

14. What happens if my contact information changes after I submit a claim?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

15. When and how will I receive the Settlement Benefits?

If you submit a valid claim for Credit Monitoring Services, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved and becomes Final. The email will be sent to the email address that you provide on your Claim Form.

Cash Payments will also be issued by the Settlement Administrator only after the Settlement is approved and becomes Final. Cash Payments will be issued via the payment selection you made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Benefits can be issued. Please be patient and check **WEBSITE** for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Leanna A. Loginov of Shamis & Gentile, P.A., and Sarah Soleiman of Strauss Borrelli as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you.

Leanna A. Loginov SHAMIS & GENTILE P.A. 14 NE 1st Avenue, Suite 705 Miami, Florida 33132	Sarah Soleiman STRAUSS BORRELLI PLLC One Magnificent Mile 980 N Michigan Avenue, Suite 1610 Chicago IL, 60611
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17. How will Settlement Class Counsel be paid?

Class Counsel have undertaken this case on a contingency fee basis and have not been paid any money in relation to their work on this case to date. Class Counsel shall apply to the Court for an award of attorneys' fees and costs of up to \$237,500.00 for their work and time spent litigating this case and negotiating the Settlement. Class Counsel, on behalf of the Class Representatives, may seek Service Awards up to \$2,500.00 for each of the two Class Representatives. The Court may award less than these amounts. The amounts approved by the Court will be paid separately by the Defendant and will not affect the Settlement Benefits offered to Settlement Class Members.

EXCLUDING YOURSELF FROM 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 Defendant and/or the other Released Parties on your own based on the claims raised in this Action or released by 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. Any member of the Settlement Class who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

18. How do I get out of the Settlement?

Settlement Class Members who want to exclude themselves or “opt-out” of the Settlement must submit an opt-out to the Settlement Administrator postmarked no later than **DATE**.

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 be excluded from the Settlement Class.

The opt-out must be postmarked or received by the Settlement Administrator at the address below no later than **DEADLINE**:

Albion College Data Incident Settlement
Attn: Opt-Out Requests
P.O. Box 58220
Philadelphia, PA 19102

If you opt-out of the Settlement, you will not receive any Settlement Benefits and you will have no right to object to the Settlement or to participate at the Final Approval Hearing. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

19. If I exclude myself, can I still receive Settlement Benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement Benefits if you stay in the Settlement and submit a valid Claim Form.

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

No. Unless you opt out of the Settlement, you give up any right to sue the Defendant and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

Settlement Class Members who wish to object to the Settlement and/or Application for Attorneys' Fees, Costs, and/or Service Awards must file their written objection with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than **the Objection Deadline**.

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 Award;
- (e) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date 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) the identity of all counsel (if any) representing the objector, and whether they 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).

COURT	
Circuit Court Clerk 37 th Circuit Court for Calhoun County, MI 161 E. Michigan Avenue Battle Creek, MI 49014-4066	
SETTLEMENT CLASS COUNSEL	
Leanna A. Loginov SHAMIS & GENTILE P.A. 14 NE 1st Avenue, Suite 705 Miami, Florida 33132	Sarah Soleiman STRAUSS BORRELLI PLLC One Magnificent Mile 980 N Michigan Avenue, Suite 1610

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

	Chicago IL, 60611
DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Paulyne Gardner Mullen Coughlin LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333	Albion College Data Incident Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102

If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

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

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check **WEBSITE** for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to enter a judgment approving the Settlement and whether to approve Class Counsel's award for Attorneys' Fees and Costs, and Service Awards to the Class Representatives.

If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

24. Do I have to come to 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 submit a timely and complete objection, the Court will consider it. You do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, and whether they will be appearing.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **WEBSITE**. You may also contact the Settlement Administrator by mail or email:

Mail: Albion College Data Incident Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: **Email Address**

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

Questions? Visit **WEBSITE or call toll-free **1-XXX-XXX-XXXX**.**

— EXHIBIT 3 —

**Claim Forms
must be submitted
online or
postmarked by:
[DEADLINE]**

Matthew Lane and Zachary Knapp v. Albion College
Case No. 25-1301-NZ
Circuit Court for the County of Calhoun, State of Michigan
CLAIM FORM

ALB-CLAIM

GENERAL INSTRUCTIONS

Settlement Class Members can submit a Claim Form online at **WEBSITE** or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than **DEADLINE**. You are a Settlement Class Member if you meet the Settlement Class definition and have not opted out of this Settlement.

The **Settlement Class** includes all individuals who had Private Information impacted by the unauthorized access to or acquisition Private Information that occurred on Albion College's systems on or around December 17, 2024 (the "Data Incident"). This includes all individuals who were sent a notice of the Data Incident.

SETTLEMENT BENEFITS

Settlement Class Members are eligible to receive Credit Monitoring Services and one of two Cash Payment options. The aggregate cap on monetary benefits payable for Cash Payments is \$300,000. If the total value of Valid Claims for Cash Payments exceeds \$300,000, Cash Payments shall be reduced on a *pro rata* basis.

CREDIT MONITORING SERVICES

Includes three (3) years of one-bureau credit monitoring, \$1 million in identity theft protection insurance, CyberScan dark web monitoring, identity restoration services and lost wallet assistance.

CASH PAYMENT OPTION #1 (includes Cash Payment A and/or Cash Payment B benefits)

Cash Payment A - Ordinary Losses: Up to \$300.00 for ordinary documented losses for fraud and identity theft related to the Data Incident. Supporting documentation must be submitted. Losses that have previously been reimbursed are not eligible for payment under the Settlement.

Examples of ordinary documented losses include, but are not limited to:

- Unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of a Settlement Class Member's Private Information.
- Unreimbursed costs incurred on or after May 1, 2025, associated with accessing or freezing/unfreezing credit reports with any credit reporting agency.
- Other unreimbursed miscellaneous expenses incurred related to any ordinary documented loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.
- Other mitigative costs fairly traceable to the Data Incident that were incurred on or after December 17, 2024, through the present.

Cash Payment B - Extraordinary Losses: Up to \$3,000.00 upon presentment of extraordinary documented losses related to the Data Incident if: (1) the loss is an actual, documented and unreimbursed monetary loss stemming from fraud, identity theft, or misuse arising out of or relating to the Data Incident; (2) the loss is fairly traceable to the Data Incident; (3) the loss occurred between December 17, 2024 and **the Claims Deadline**; (4) the loss is not already covered by Cash Payment A; and (5) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

Documentation Requirement: Claims for **Extraordinary Losses** and **Ordinary Losses** must be submitted with documentation supporting the unreimbursed losses claimed. This can include receipts or other documentation that reflects the unreimbursed losses claimed and/or costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

CASH PAYMENT OPTION #2 (includes the Alternative Cash Payment)

Cash Payment C - Alternative Cash Payment: Settlement Class Members may elect to receive a cash payment in the amount of \$50.00 per person in lieu of claims for Ordinary or Extraordinary Losses.

QUESTIONS? VISIT **WWW. .COM OR CALL TOLL-FREE 1-**XXX-XXX-XXXX****

**Claim Forms
must be submitted
online or
postmarked by:
[DEADLINE]**

Matthew Lane and Zachary Knapp v. Albion College
Case No. 25-1301-NZ
Circuit Court for the County of Calhoun, State of Michigan
CLAIM FORM

ALB-CLAIM

I. NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if you contact information changes after you submit your Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID

II. CREDIT MONITORING SERVICES

☐ Check this box to receive Credit Monitoring. Enrollment instructions will be sent to your email address (that you provide in Section I above) after the Settlement is approved and becomes final (the "Effective Date").

TO CLAIM ORDINARY AND/OR EXTRAORDINARY LOSSES, PROCEED TO SECTIONS III AND IV
TO CLAIM THE ALTERNATIVE CASH PAYMENT, PROCEED TO SECTION V

III. CASH PAYMENT A - ORDINARY LOSSES

☐ Check this box if you are seeking reimbursement for Ordinary Losses up to \$300.00.

You must submit reasonable documentation demonstrating the actual, unreimbursed expenses you are seeking reimbursement. Complete the chart below describing the supporting documentation you are submitting and the reimbursement amount that is supported by that documentation.

Examples of reasonable documentation include telephone records, fees for credit repair services, costs associated with freezing or unfreezing credit, and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Description of Documentation Provided	Amount
Total Documented Ordinary Losses Claimed:	

Mail your completed Claim Form & Documentation to:
ALBION COLLEGE DATA INCIDENT SETTLEMENT, 1650 ARCH STREET, SUITE 2210,
PHILADELPHIA, PA 19103

Claim Forms
must be submitted
online or
postmarked by:
DEADLINE

Matthew Lane and Zachary Knapp v. Albion College
Case No. 25-1301-NZ
Circuit Court for the County of Calhoun, State of Michigan
CLAIM FORM

ALB-CLAIM

IV. CASH PAYMENT B - EXTRAORDINARY LOSSES

☐ Check this box if you are seeking reimbursement for Extraordinary Losses up to \$3,000.00.

You **must** submit supporting documentation demonstrating the actual, unreimbursed expenses you are seeking reimbursement. Complete the chart below describing the supporting documentation you are submitting and the reimbursement amount that is supported by that documentation.

Description of Documentation Provided	Amount
Total Documented Extraordinary Losses Claimed:	

V. CASH PAYMENT C - ALTERNATIVE CASH PAYMENT

☐ Check this box to claim the Alternative Cash Payment in the amount of \$50.00 instead of claiming for Ordinary Losses and/or Extraordinary Losses. If you select this benefit, you can still claim Credit Monitoring Services.

VI. PAYMENT SELECTION

Please select a payment method: ☐ PayPal ☐ Venmo ☐ Zelle ☐ Check*

Please provide the email address or mobile number associated with your PayPal, Venmo or Zelle account:

For more information, including disclosures, terms and conditions, related to PayPal, Venmo and Zelle, options, visit «**insert link**».

*Payment via check will be mailed to the address provided in Section I above.

VII. AFFIRMATION & SIGNATURE

By signing below and submitting this Claim Form, I swear and affirm under penalty of perjury that: (a) I am a Settlement Class Member and that I have not opted out of the Settlement; (b) the information provided in this Claim Form and any documentation submitted* in support of my claim are true and correct to the best of my knowledge; and (c) I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

*Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form & Documentation to:
ALBION COLLEGE DATA INCIDENT SETTLEMENT, 1650 ARCH STREET, SUITE 2210,
PHILADELPHIA, PA 19103

— EXHIBIT 4 —

**STATE OF MICHIGAN
IN THE THIRTY-SEVENTH CIRCUIT COURT FOR THE COUNTY OF CALHOUN**

**MATTHEW LANE AND ZACHARY
KNAPP, *on behalf of themselves and all
others similarly situated,***

Plaintiffs,

v

ALBION COLLEGE,

Defendant.

Case No. 25-1301-NZ

Hon. John A. Hallacy

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Unopposed Motion in Support of Preliminary Approval of Class Action Settlement ("Motion"), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiffs Matthew Lane and Zachary Knapp ("Plaintiffs" or "Class Representatives") and Defendant Albion College ("Albion" or "Defendant") (together "the Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate and are fully incorporated and adopted herein. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.

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

4. The Court hereby conditionally certifies, pursuant to Michigan Court Rule 3.501, and for the purposes of settlement only, the following Settlement Class consisting of: “all individuals who had Private Information impacted as a result of the Data Security Incident, including all who were sent a notice of the Data Security Incident.” Excluded from the Settlement Class are (i) Defendant, its insurers, agents, affiliates, parents, subsidiaries, officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

5. For settlement purposes only, Plaintiffs Matthew Lane and Zachary Knapp are hereby appointed as the Settlement Class Representatives.

6. For settlement purposes only, Sarah Soleiman of Strauss Borrelli PLLC and Leanna Loginov of Shamis & Gentile, P.A. are hereby appointed as Settlement Class Counsel.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant and the Released Parties retain all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Action

resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

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

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

10. Angeion Group is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement. The Parties, by agreement, may seek an extension of the Notice Date if they believe additional time is needed to obtain Class List data, and Notice shall

not thereafter issue until the Court enters an amended preliminary approval order with settlement deadlines amended to account for such amended Notice Date.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement are required to submit a valid and timely Claim Form in conformance with the requirements set forth in the Settlement Agreement. Settlement Class Members shall receive the relief to which they are entitled following the final approval of the Settlement.

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

14. Any Settlement Class Member may request exclusion from the Settlement Class by expressly stating their request for exclusion in writing. To be considered, such written exclusion request must conform to the requirements as set forth in paragraph 71 of the Settlement Agreement.

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

16. Settlement Class Counsel may file a motion seeking attorneys' fees, costs, and service award payment as set forth in the Settlement Agreement no later than 45 days before the initial date set for the Final Approval Hearing.

17. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement—including the amount of the attorneys' fees and costs that Settlement Class Counsel intends to seek and the payment of the Service Awards to the Settlement Class Representatives—may object to the Settlement by expressly stating their objection in writing. To be considered, such objection must conform to the requirements as set forth in paragraph 73 of the Settlement Agreement.

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

19. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements for the objection set forth in this Order and in the Settlement Agreement are fully and timely satisfied by including: (i) the Settlement Class

Member's full name, telephone number, email address, and mailing address; (ii) a statement that states with specificity the grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iii) 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; (iv) 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 Award; (v) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last five (5) years; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney(s)) intends to appear at the Final Approval Hearing; (vii) list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and (viii) the objector's signature. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein and in the Settlement Agreement, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

20. All papers in support of the Final Approval of the proposed settlement shall be filed no later than 45 days before the initial date set for the Final Approval Hearing.

21. A Final Approval Hearing shall be held in person and/or via video before the Court on **DATE at TIME a.m., ET** for the following purposes:

- a) to finally determine whether the applicable prerequisites for settlement class action treatment under Michigan Court Rule 3.501 have been met;
- b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims that have been released in the Settlement Agreement;
- d) to determine whether the Notice employed meets the requirements of Michigan Court Rule 3.501 (C) and constitutes the best notice practicable under the circumstances;
- e) to consider the Settlement Class Counsel Fee Petition;
- f) to consider the application for the Service Awards to the Settlement Class Representatives;
- g) to consider the distribution of the Settlement benefits pursuant to the Settlement Agreement; and
- h) to rule upon such other matters as the Court may deem appropriate.

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

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

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

24. Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Claims Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Final Judgment, including the releases contained therein.

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

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

Action	Deadline
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Defendant Provides Settlement Class List to Claims Administrator	Within five (5) days of entry of the Preliminary Approval Order
Deadline For Claims Administrator to Issue Notice to Settlement Class Members (“Notice deadline”)	No later than twenty (20) days after entry of the Preliminary Approval Order
Motion for Attorneys’ Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	No later than forty-five (45) days before the initial date set for the Final Approval Hearing
Objection/Opt-Out Deadline	Sixty (60) days following the date Notice is mailed
Claims Deadline	Ninety (90) days following the date Notice is mailed
Motion for Final Approval to Be Filed By Settlement Class Counsel	No later than forty-five (45) days before the initial date set for the Final Approval Hearing
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order IN PERSON/VIA VIDEO before the Court on DATE at TIME a.m. ET

IT IS SO ORDERED.

Dated

Hon.

APPROVED AS TO FORM AND SUBSTANCE:

/s/ _____

David H. Fink (P28235)
Nathan J. Fink (75185)
FINK BRESSACK
38500 Woodward Avenue, Suite 350
Bloomfield Hills, MI 48304
(248) 971-2500
dfink@finkbressack.com
nfink@finkbressack.com

By: /s/

Paulyne Gardner
Mullen Coughlin LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
T: (267) 930-2098
pgardner@mullen.law

Attorneys for Defendant

Raina C. Borrelli
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N Michigan Avenue, Suite 1610
Chicago IL, 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
raina@straussborrelli.com

Leanna A. Loginov
SHAMIS & GENTILE P.A.
14 NE 1st Avenue, Suite 705
Miami, Florida 33132
Tel: (305) 479-2299
lloginov@shamisgentile.com
Counsel for Plaintiffs and proposed class