STATE OF MICHIGAN
WAYNE COUNTY CIRCUIT COURT

AJAX METAL PROCESSING, INC.,
a Michigan corporation, individually
and as representative of a class of
Similarly situated persons and entities,

Plaintiff,

v.

CITY OF DETROIT,
a municipal corporation,

Defendant.

Case No. 23-015314-CB
Hon. Annette J. Berry

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FINAL JUDGMENT AND ORDER APPROVING CLASS ACTION SETTLEMENT

At a session of said Court held in the
City of Detroit, County of Wayne,
State of Michigan on 9/29/2026

PRESENT: HON. Annette J. Berry
Circuit Court Judge

WHEREAS, Plaintiff, on behalf of himself and a certified class, and the City of Detroit (the "City") have moved this Court, pursuant to MCR 3.501(E), for an order approving the settlement of this class action in accordance with the terms set forth in the Class Action Settlement Agreement ("Agreement") executed by counsel for the parties.

WHEREAS, this Court having held a hearing, as noticed, on September 25, 2026, pursuant to the Order Regarding Preliminary Approval of Settlement, Notice and Scheduling, dated June 7, 2026 (the "Order"), to determine the fairness, adequacy and reasonableness of a proposed

settlement of the Class Action; and due and adequate notice (the "Notice") having been made by mailing and other means in a manner consistent with the Order; and all such persons having been given an opportunity to object to or participate in the settlement; and the Court having heard and considered the matter, including all papers filed in connection therewith and the oral presentations of counsel at said hearing; and good cause appearing therefor.

WHEREAS, the City has deposited the sum of Two Hundred Thousand Dollars (**$200,000.00**) into the Kickham Hanley PLLC Client Trust Account, where those funds remain.

For the reasons stated on the record, IT IS HEREBY FOUND, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The terms of the Agreement are fair, reasonable and adequate and in the best interests of the members of the Class and are hereby approved.

2. Plaintiff and the City are hereby ordered and directed to perform and consummate the settlement set forth in the Agreement in accordance with the terms and conditions of the Agreement.

3. The notification to the Class members regarding the Settlement is the best notice practicable under the circumstances and complies with MCR 3.501(E) and the requirements of due process of law.

4. This Lawsuit is hereby dismissed with prejudice, and without costs to any party except as provided for in the Agreement.

5. Kickham Hanley PLLC, counsel for the Class, is hereby awarded attorneys' fees and costs in the amount of $1,985,441.76, to be paid as set forth in the Agreement. Plaintiff Ajax Metal Processing, Inc. is granted an incentive award of $20,000.00, to be paid as set forth in the Agreement.

6. Without any further action by anyone, Plaintiff and all members of the Class as

certified by the Order dated September 12, 2025, who previously did not submit a timely and valid Request for Exclusion are deemed to have executed the following Release and Covenant not to Sue which is hereby approved by the Court:

> In executing the Release and Covenant Not To Sue, each Class Member, on behalf of himself, herself or itself, and his, her or its parents, subsidiaries, affiliates, members, shareholders, predecessors, heirs, administrators, officers, directors, successors, assigns, and any person the Class Member represents, intending to be legally bound hereby, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby absolutely, fully and forever releases, relieves, remises and discharges the City, and each of its successors and assigns, present and former agents, representatives, employees, insurers, affiliated entities, attorneys and administrators, of and from any and all manner of actions, causes of action, suits, debts, accounts, understandings, contracts, agreements, controversies, judgments, consequential damages, compensatory damages, punitive damages, claims, liabilities, and demands of any kind or nature whatsoever, known or unknown, which arise from the beginning of time through December 31, 2026 concerning (1) the City's calculation or assessment of the Water Rates and/or Service Charges; (2) the components of costs included in the Water Rates and/or Service Charges; (3) the City's efforts to charge and/or collect Water Rates and/or Service Charges; and/or (4) the City's Water Revenue Requirement. This Release and Covenant Not To Sue is intended to include all claims that were asserted or could have been asserted in the Lawsuit concerning the City's Water Rates and/or Service Charges and/or the City's Water Revenue Requirement. This Release and Covenant Not To Sue shall also apply for the duration of the Prospective Relief Period as set forth in Paragraph 18 of the Agreement. In executing the Release and Covenant Not To Sue, each Class Member also covenants that: (a) except for actions or suits based upon breaches of the terms of this Agreement or to enforce rights provided for in this Agreement, he, she or it will refrain from commencing any action or suit, or prosecuting any pending action or suit, in law or in equity, against the City on account of any action or cause of action released hereby; (b) none of the claims released under the Release and Covenant Not To Sue has been assigned to any other party; and (c) he, she or it accepts and assumes the risk that if any fact or circumstance is found, suspected, or claimed hereinafter to be other than or different from the facts or circumstances now believed to be true, the Release and Covenant Not To Sue shall be and remain effective notwithstanding any such difference in any such facts or circumstances. Nonetheless, the Release and Covenant Not To Sue will not apply to any City utility charges other than the Water Rates and/or Service Charges. In addition, the Release and Covenant Not To Sue will not prohibit an individual Class Member from disputing the accuracy of an individual monthly water bill in accordance with the City's applicable customer policies.

7. This Court retains continuing jurisdiction to effectuate the provisions of the Agreement and the terms of this Order.

8. The provisions of Paragraph 7 hereof respecting the retention of jurisdiction shall not affect the finality of this judgment as to matters not reserved.

IT IS SO ORDERED.

/s/ Annette J. Berry
September 29, 2026

Circuit Court Judge

Approved as to form:

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STATE OF MICHIGAN MI Wayne 3rd Circuit Court	PROOF OF ELECTRONIC SERVICE	CASE NO. 23-015314-CB

Case title
AJAX Metal Processing, Inc. v City of Detroit

1. MiFILE served the following documents on the following persons in accordance with MCR 1.109(G)(6).

Type of document	Title of document
Order/judgment accepted-waiting for judge's signature	Ajax Block Water Rates Final Approval Order (Judgment) Approved as to Form 09-25-26 4903-4355-8611 v.2

Person served	E-mail address of service	Date and time of service
Gregory D. Hanley	ghanley@kickhamhanley.com	09/25/2026 1:47:28 PM
Jamie K. Warrow	jwarrow@kickhamhanley.com	09/25/2026 1:47:28 PM
Sonal Hope Mithani	mithani@millercanfield.com	09/25/2026 1:47:28 PM
Kimberly L. Scott	scott@millercanfield.com	09/25/2026 1:47:28 PM

2. I, Edward Kickham, initiated the above MiFILE service transmission.

This proof of electronic service was automatically created, submitted, and signed on my behalf by MiFILE. I declare under the penalties of perjury that this proof of electronic service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

09/25/2026
Date

/s/Edward Kickham
Signature

Kickham Hanley PLLC
Firm (if applicable)