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

IN RE DOXIM, INC. DATA SECURITY INCIDENT LITIGATION	Case No. 2:24-cv-11550 Hon. Terrence G. Berg

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement,[1] is entered into between Plaintiffs, on behalf of themselves and the Settlement Class, on the one hand, and Defendants, on the other hand, as of the date of the last signature below. The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. Doxim is a third-party service provider. Doxim assists its credit-union clients with the preparation of account statements and/or income tax forms for its members.

2. In the course of operating its business, Doxim collects, maintains, and stores Private Information of individuals who do business with Doxim's Credit Union Clients, including Defendants Beacon and CUO.

3. On or about December 30, 2023, Doxim detected suspicious activity within the portion of its computer network supporting its credit union services. Upon investigation, it was determined that an unauthorized actor gained access to Doxim's network and obtained unauthorized access to Doxim's files.

4. On May 31, 2024, Defendants began notifying affected individuals that their

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

Private Information may have been impacted in the Data Incident.

5. As a result of the Data Incident, commencing on June 13, 2024, Doxim, as well as other defendants, were named in six materially and substantively identical putative class actions, with overlapping claims, seeking to represent the same putative class members, and arising out of the same Data Incident. One was a state court action that was dismissed.

6. Defendant CUO and Defendant Beacon are both credit unions and were named in certain of the related actions.

7. Plaintiffs in the first three related actions conferred and agreed to move to consolidate them and to appoint Class Counsel as Interim Co-Lead Counsel. Plaintiffs filed their motion on June 27, 2024. [ECF No. 5]. On October 24, 2024, the Court consolidated the related actions into this Action and appointed Jeff Ostrow, E. Powell Miller, Mariya Weekes, and Bryan L. Bleichner, as Interim Co-Lead Class Counsel for the putative classes. [ECF No. 14].

8. On November 1, 2024, Interim Co-Lead Class Counsel notified the Court of two additional related actions, which were also consolidated. [ECF Nos. 16, 17, 19]. An additional case was also consolidated into this Action. [ECF No. 34].

9. On December 9, 2024, Plaintiffs filed a Consolidated Class Action Complaint, alleging causes of action for negligence, negligence per se, unjust enrichment, breach of contract, breach of fiduciary duty, breach of third-party beneficiary contract, and declaratory judgment and injunctive relief. [ECF No. 21].

10. On January 23, 2025, Doxim filed a Motion to Dismiss pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6), to which Plaintiffs filed their opposition and Doxim replied. [ECF Nos. 38, 48, 54].

11. On February 14 and 24, 2025, Defendants CUO and Beacon filed their Motions to

Dismiss, respectively, pursuant to Rule 12(b)(1) and 12(b)(6), to which Plaintiffs responded and Defendants CUO and Beacon replied. [ECF Nos. 44, 49, 52, 53, 55, 57, 59].

12. Defendants' Motions to Dismiss were set for hearing, but, before that hearing, the Parties began discussing settlement and scheduled a mediation with Jill Sperber, Esq., an experienced data breach mediator.

13. On September 15, 2025, the Parties filed a Joint Motion to Continue Hearing on Defendant's Motions to Dismiss and Stay Pending Mediation, which the Court granted on September 16, 2025. [ECF Nos. 66, 67].

14. Before mediation, Plaintiffs propounded informal discovery requests to learn as much as possible to aid the negotiations, and Defendants provided certain information in response about the cause of and the Private Information impacted in the Data Incident to facilitate the mediation. Plaintiffs' and Doxim's counsel also prepared mediation statements outlining their respective positions with respect to liability, damages, and settlement-related issues.

15. The Parties mediated on November 7, 2025, and after a full day of negotiations, agreed upon the material terms of a settlement to settle all claims against the Defendants.

16. On November 21, 2025, the Parties filed a Joint Status Report, notifying the Court of the Parties agreed in principle to settle the Action and requesting the Court continue the stay in this Action for an additional 45 days to enter into this Agreement and file the Motion for Preliminary Approval. [ECF No. 69].

17. The Parties now agree to settle the Action entirely, without any admission by Defendants of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made or which could have been made in the Complaint and the

Data Incident and to avoid the costs and expenses, distractions, burden, and disruption to their business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint (and similarly do not concede any of the allegations in the other complaints in any related actions) and expressly disclaim and deny any fault, 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 purpose other than to enforce the terms of this Agreement. Plaintiffs have entered into this Agreement to recover on the claims which were or could have been 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, Defendants, and all Settlement Class Members.

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

II. Definitions

16. "**Action**" means the lawsuit entitled: *In re Doxim, Inc. Data Security Incident Litigation*, Case No. 2:24-cv-11550, pending in the United States District Court for the Eastern District of Michigan, Southern Division, including all underlying cases that were consolidated into that action.

17. "**Agreement**," or "**Settlement Agreement**," or "**Settlement**" means this Amended

Settlement Agreement, including all exhibits.

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

19. "**CAFA Notice**" means the Class Action Fairness Act Notice which the Settlement Administrator shall serve upon the appropriate state and federal officials, providing notice of the proposed Settlement. The Settlement Administrator shall provide a declaration attesting to compliance with 28 U.S.C. § 1715(b), which will be filed with the Motion for Final Approval.

20. "**Cash Payment**" means compensation paid to Settlement Class Members who elected either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash.

21. "**Cash Payment A – Documented Losses**" means the Settlement Class Member Benefit consisting of a maximum payment that Settlement Class Members, who incurred Documented Losses, may elect under Section V herein.

22. "**Cash Payment B – Alternate Cash**" means the Settlement Class Member Benefit consisting of a pro rata share of the Settlement Fund as described in Section V herein.

23. "**Claim**" means the submission of a Claim Form by a Claimant to elect a Cash Payment and/or Credit Monitoring.

24. "**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.

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

26. "**Claimant**" means a Settlement Class Member who submits a Claim Form.

27. "**Claim Process**" means the process by which Settlement Class Members may submit Claim Forms online at the Settlement Website or by mail to the Settlement Administrator, including the procedure to approve or reject Claims.

28. "**Class Counsel**" means appointed Interim Co-Lead Counsel, consisting of E. Powell Miller of The Miller Law Firm, P.C., Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg, PLLC, and Bryan L. Bleichner of Chestnut Cambronne P.A.

29. "**Class List**" means a list of all individuals, including their names and postal addresses, in the Settlement Class that Defendants shall prepare and provide to the Settlement Administrator for the Notice using information in their records.

30. "**Class Representatives**" means Plaintiffs the Court appoints as representatives of the Settlement Class.

31. "**Complaint**" means the Consolidated Class Action Complaint filed in the Action on December 9, 2024.

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

33. "**Credit Monitoring**" means the Settlement Class Member Benefit consisting of one year, one bureau credit monitoring that Settlement Class Members may elect under Section V herein.

34. "**Data Incident**" means the alleged incident that occurred around December 30, 2023, in which an unauthorized actor gained access to Defendants' files and Settlement Class Members' Private Information.

35. "**Defendant Beacon Credit Union**" or "**Beacon**" means Beacon Credit Union, a

credit union based in Michigan.

36. "**Defendant Credit Union One**" or "**CUO**" means Credit Union ONE, a credit union based in Michigan.

37. "**Defendant Doxim**" or "**Doxim**" means Doxim, Inc.

38. "**Defendants**" means Doxim, CUO, and Beacon.

39. "**Defendants' Counsel**" means counsel for the Defendants.

40. "**Defendant Beacon's Counsel**" means Eric D. Stubenvoll and James Davidson of O'Hagan Meyer.

41. "**Defendant CUO's Counsel**" means Mitchell Capp of McDonalds Hopkins.

42. "**Defendant Doxim's Counsel**" means J.T. Malatesta and Xeris Gregory of Polsinelli PC.

43. "**Doxim's Credit Union Clients**" means each and every credit union that directly or indirectly provided Settlement Class Members' Private Information to Doxim that was subject to unauthorized access as a result of the Data Incident, including, but not limited to, Defendant Beacon and Defendant CUO.

44. "**Effective Date**" means 5 days after the entry of the Final Approval Order, provided there are no objections to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of: (a) 30 days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (b) if appeals are taken from the Final Approval Order, then the earlier of 30 days after the last appellate court ruling affirming the Final Approval Order or 30 days after the entry of a dismissal of the appeal.

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

46. "**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.

47. "**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.

48. "**Final Approval Order**" means the final order that the Court enters granting Final Approval of the Settlement, substantially in the form attached hereto as ***Exhibit 5***. Final Approval Order also includes the orders, which may be entered separately, determining the amount of attorneys' fees and costs awarded to Class Counsel.

49. "**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.

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

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

52. "**Net Settlement Fund**" means the Settlement Fund after deductions for Settlement Administration Costs, attorneys' fees, costs, and Service Awards.

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

54. "**Notice Program**" means the methods provided for in this Agreement for giving

Notice and consists of the Postcard Notice and Long Form Notice. The Notice Program also includes the Settlement Website and the Settlement Class telephone line.

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

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

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

58. "**Party**" means each of the Plaintiffs and the Defendants, and "**Parties**" means Plaintiffs and Defendants collectively.

59. "**Plaintiffs**" means Jonathan McKinley, Bruce Narolis, Rose McNichols, Alex Poplawski, Brian Satterwhite, and Thomas Wardrop.

60. "**Postcard Notice**" means the postcard notice of the Settlement, substantially in the form attached hereto as ***Exhibit 1***, that the Settlement Administrator shall disseminate to the Settlement Class by mail.

61. "**Preliminary Approval**" means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

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

63. "**Private Information**" means Settlement Class Members' information that may have been exposed in the Data Incident, which may include: names, addresses, financial account numbers, and/or Social Security numbers.

64. "**Releases**" means the releases and waiver set forth in Section XIII of this

Agreement.

65. "**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 claims made in the Complaint or arising out of the Data Incident.

66. "**Released Parties**" means Defendants, Doxim's Credit Union Clients, and each entity which is controlled by, controls, or is under common control with, Defendants or Doxim's Credit Union Clients, and their past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, trustees, and any other person acting on Defendants' behalf, in their capacity as such. It is understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended as third-party beneficiaries of the Settlement Agreement.

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

68. "**Credit Union Releasing Parties**" also means CUO and Beacon and their respective past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, servants, employees, partners, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, trustees, and any other person acting on CUO or Beacon's behalf, in their capacity as such.

69. "**Service Awards**" shall mean the payment the Court may award the Plaintiffs for serving as Class Representatives, which is in addition to any Settlement Class Member Benefit due to Plaintiffs as Settlement Class Members.

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

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

72. "**Settlement Class**" means all living individuals residing in the United States who were identified by Doxim and who were sent notice by Doxim or Doxim's Credit Union Clients that their Private Information was impacted in the Data Incident. Excluded from the Settlement Class are all persons who are: (a) directors, officers, and employees of Defendants; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opts-out of the Settlement.

73. "**Settlement Class Member**" means any member of the Settlement Class who has not opted-out of the Settlement.

74. "**Settlement Class Member Benefit**" means Cash Payments, Credit Monitoring, Settlement Administration Costs, Class Counsel attorneys' fees and costs, and Class

Representative Service Awards.

75. "**Settlement Fund**" means the non-reversionary $5,500,000.00 in cash that Doxim has agreed to pay or cause to be paid for the Defendants under the terms of the Settlement.

76. "**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 six months after Final Approval.

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

III. Settlement Fund

78. Doxim will pay the Settlement Fund to the Settlement Administrator as follows: (a)

within 30 days of Preliminary Approval, Doxim shall deposit or cause to be deposited the amounts estimated to be necessary to pay for the Notice Program, which amount shall be determined and requested by the Settlement Administrator, and any such advance will be credited to the Settlement Fund; and (b) Doxim will pay the balance of the Settlement Fund into the Escrow Account no later than 14 days after Final Approval. Defendants shall not be required to pay any more money under this Settlement.

79. The Settlement Fund shall be used to pay: (1) Settlement Class Member Benefits to those Settlement Class Members who submit Valid Claims; (2) any Service Awards awarded to Class Representatives; (3) any attorneys' fees and costs awarded to Class Counsel; and (4) all Settlement Administration Costs.

80. No funds shall revert to Defendants, except in the event this Settlement is voided, cancelled, or terminated pursuant to the terms of the Agreement.

81. The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-l at all times since creation of the Escrow Account. All interest shall accrue for the benefit of the Settlement Class Members. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed on Defendants, Defendants' Counsel, Plaintiffs, and/or Class Counsel with respect to income earned by the Escrow Account, for any period during which the Escrow Account does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise, shall be paid out of the Escrow Account. Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the taxes. The Escrow Account shall indemnify and hold Defendants, Defendants' Counsel, Plaintiffs, and

Class Counsel harmless for all taxes (including, without limitation, taxes payable by reason of any such indemnification).

82. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

IV. Certification of the Settlement Class

83. In the Motion for Preliminary Approval, Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified for Settlement purposes. Defendants agree solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this Action 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, Defendants 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.

V. Settlement Benefits

84. All Settlement Class Members may submit a Claim for one of two Cash Payment options: (a) Cash Payment A – Documented Losses or (b) Cash Payment B – Alternate Cash. Additionally, all Settlement Class Members may elect to receive Credit Monitoring. Settlement Class Members who fail to submit a Valid Claim will release their claims against Defendants in the Action without receiving a Settlement Class Member Benefit.

a. Cash Payment A – Documented Losses

Settlement Class Members may submit a claim for a Cash Payment A – Documented Losses under this section for up to $5,000.00 per Settlement Class Member upon presentment of documented losses that are attributable to fraud or identity theft that can be reasonably traced to the Data Incident. To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A – Documented Losses on the Claim Form, attesting under penalty of perjury to incurring Documented Losses. Settlement Class Members will be required to submit reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by Defendants or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be converted to Cash Payment B – Alternate Cash.

b. Cash Payment B – Alternate Cash

In lieu of electing Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, which is a cash payment that does not require the submission of any supporting documentation. The Cash Payment B payment will be a *pro rata* amount of the Net Settlement Fund. The current estimated amount is approximately $100.00.

c. Credit Monitoring

In addition to electing Cash Payment A or Cash Payment B, Settlement Class Members may elect to receive Credit Monitoring, which provides comprehensive dark web monitoring, high risk transaction monitoring, with real-time alerts, security freeze, and $1 million in insurance coverage.

85. ***Pro Rata* Adjustments on Cash Payments** – All Settlement Class Cash Payments will be subject to a *pro rata* increase from the Settlement Fund in the event the amount of Valid

Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhaust the amount of the Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly. For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund in the following order: (1) Credit Monitoring, (2) Cash Payment A – Documented Losses Claims, and (3) Cash Payment B – Alternate Cash Claims. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis and are designed to exhaust the Settlement Fund.

VI. <u>Settlement Approval</u>

86. Within 10 days following execution of this Agreement by all Parties, Class Counsel, and Defendants' Counsel, Class Counsel shall file a Motion for Preliminary Approval. The proposed Preliminary Approval Order shall be attached to the motion as an exhibit and shall be in a form agreed to by Class Counsel and Defendants.

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

VII. Settlement Administrator

88. The Parties agree that, subject to Court approval, Epiq shall be the Settlement Administrator. Class Counsel and Defendants' Counsel 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.

89. 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.

90. The Settlement Administrator's duties include:

a. Within 10 days of filing the Motion for Preliminary Approval, cause a CAFA Notice to be served upon the appropriate state and federal officials. All expenses associated with CAFA Notice shall be payable from the Settlement Fund;

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

c. Establish and maintain the Settlement Fund in the Escrow Account approved by the Parties;

d. Establish and maintain a post office box to receive opt-out requests from the Settlement Class, objections from Settlement Class Members, and Claim Forms;

e. Establish and maintain the Settlement Website to provide important information about the Settlement and to receive electronic Claim Forms;

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

g. Respond to any mailed Settlement Class Member inquiries;

h. Process all opt-out requests from the Settlement Class;

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

j. In advance of the Final Approval Hearing, prepare 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 for Cash Payments and Credit Monitoring, 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;

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

l. Send emails to Settlement Class Members instructing how to activate the Credit Monitoring service;

m. Pay Court-approved attorneys' fees, costs, and Service Awards out of the Settlement Fund;

n. Pay Settlement Administration Costs out of the Settlement Fund following approval by Class Counsel and Defendants' Counsel;

o. Pay any residual funds to the Court-approved *cy pres* recipient; and

p. Any other Settlement Administration function at the instruction of Class Counsel and Defendants' Counsel.

VIII. <u>Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures</u>

91. Defendants will make available to the Settlement Administrator the Class List no later than 30 days after entry of the Preliminary Approval Order. To the extent necessary, Defendants will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement. The Settlement Administrator shall maintain the confidentiality of the Class List.

92. Within 45 days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court. Postcard Notice shall be sent to all Settlement Class Members for whom postal addresses were included in the Class List. The Settlement Administrator shall perform reasonable address traces for Postcard Notices that are returned as undeliverable and then re-mail the Postcard Notices. By way of example, a reasonable tracing procedure would be to run addresses of returned postcards through the Lexis/Nexis database that can be utilized for such purpose. No later than 45 days before the initial 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.

93. 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 Opt-

Out Deadline for individuals in the Settlement Class to opt-out of the Settlement Class; the Objection Deadline 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 Defendants' Counsel shall insert the correct dates and deadlines in the Postcard 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 or time. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

94. 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.

95. The Long Form Notice also shall include a procedure for Settlement Class Members to opt-out of the Settlement; and the Postcard Notice shall direct individuals in the Settlement Class to review the Long Form Notice to obtain the opt-out instructions. Settlement Class Member may opt-out of the Settlement Class by mailing a request to opt-out to the Settlement Administrator postmarked by the Opt-Out Deadline. The opt-out request must include a wet ink signature personally signed by the individual seeking to opt out. Electronic signatures are prohibited. The opt-out request must also contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement

Class. Mass or class opt-outs, or other purported group opt-outs signed by an attorney, are not permitted and will not be accepted. 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.

96. The Long Form Notice also shall include a procedure for the Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and the Postcard Notice shall direct the Settlement Class 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, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted by the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have opted-out of 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.

97. 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 name of the case, the case number, and the name of the court in which the objector has made any objection within the last five years;

d. the identity of all counsel (if any) who represent the objector;

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

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

g. the objector's wet ink signature, which must be personally signed by the objector (an attorney's signature is not sufficient). Electronic signatures are prohibited.

98. If a Settlement Class Member submits both an opt-out request and an objection, regardless of the order in which that occurs, the opt-out request shall control, the Settlement Class Member shall not have standing to object, and the objection shall be overruled.

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

IX. <u>Claim Process and Disbursement of Settlement Class Member Benefits</u>

100. The Notice and Settlement Website will explain to Settlement Class Members that they may be entitled to a Cash Payment and Credit Monitoring and how to submit a Claim Form.

101. 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.

102. 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.

103. 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.

104. 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.

105. Claim Forms that do not meet the terms and conditions of this Settlement shall be rejected by the Settlement Administrator, including Claims based on findings of fraud or duplication, within 30 days of the Claim Form Deadline. The Settlement Administrator shall advise the Claimant of the reason(s) why the Claim Form was rejected, using the contact information provided in the Claim Form. 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. A Notice of Deficiency shall not be considered a denial for purposes of this paragraph. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's 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 Defendants and Class Counsel otherwise agree.

106. 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.

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

108. 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. Additionally, Class Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

109. No person or entity shall have any claim against Defendants, Defendants' 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.

110. The Settlement Administrator shall distribute the Settlement Class Member Benefits no later than 45 days after the Effective Date.

111. Cash Payments to Settlement Class Members will be made electronically or by paper check. Settlement Class Members shall make their election to the form of electronic payment on the Claim Form. Settlement Class Members who do not elect an electronic payment or who provide incorrect or incomplete electronic payment information shall receive a paper check in the mail at the address on the Claim Form. Settlement Class Members receiving payment by check shall have 120 days to negotiate the check.

112. The Settlement Administrator shall send an email to Settlement Class Members

with Valid Claims for Credit Monitoring with instructions on how to enroll in the Credit Monitoring, including the activation code.

X. <u>Final Approval Order and Final Judgment</u>

113. 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 scheduled 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 also will 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 the Agreement.

114. 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 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 Defendants and the other Released Parties from the Released Claims;

f. Dismiss the Action with prejudice; and

g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiffs, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

XI. Service Awards, Attorneys' Fees, and Costs

115. ***Service Awards*** – In recognition of the time and effort the Class Representatives expended in pursuing this Action and in fulfilling their obligations and responsibilities as Class Representatives, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representatives in the amount not to exceed $2,500.00 each. If approved, the Service Awards shall be paid by the Settlement Administrator out of the Settlement Fund within 10 days of the Effective Date.

116. ***Attorneys' Fees and Costs*** – Class Counsel shall apply to the Court for an award of attorneys' fees of up to one-third of the Settlement Fund, plus reimbursement of reasonable litigation costs. The attorneys' fees and cost awards approved by the Court shall be paid by the Settlement Administrator out of the Settlement Fund by wire transfer to an account designated by Class Counsel, within 20 days of Final Approval.

117. 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 other 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.

118. The award of attorneys' fees and costs shall be paid to Class Counsel from the

Settlement Fund. Class Counsel, in their sole discretion, and based on their good faith judgment as to the relative contributions of any other law firm representing one or more Plaintiffs in this Action, shall allocate and distribute the attorneys' fees and costs among themselves and any other Plaintiffs' counsel.

XII. Disposition of Residual Funds

119. In the event there are funds remaining from uncashed checks in the Settlement Fund 20 days following the 120-day check negotiation period, all remaining funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient to be approved by the Court. The Parties agree to propose Michigan State Bar Foundation (https://www.msbf.org/) as the *cy pres* recipient

XIII. Releases

120. As of the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including claims Releasing Parties do not know or suspects to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Released Parties intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation,

California Civil Code §§ 1798.80 et seq., Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

121. As of the Effective Date, and in consideration of the settlement relief and other consideration described herein, the Credit Union Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged Doxim from any and all Released Claims, including claims for indemnification related to, or arising out of, the Action.

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

123. Upon the Effective Date: (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Releasing Parties; 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.

XIV. Termination of Settlement

124. 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 set forth in Section V and the Releases set forth in Section XIII of this Agreement;

b. The Court has entered the Preliminary Approval Order;

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

d. The Effective Date has occurred.

125. 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.

126. In the event this Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Defendants. However, Defendants shall have no right to seek from Plaintiffs, Class Counsel, or the Settlement Administrator the Settlement Administration Costs paid by Defendants. After payment of any Settlement Administration Costs that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Defendants within 20 days of termination.

XV. Effect of Termination

127. The grounds upon which this Agreement may be terminated are set forth in Section XIV. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiffs', Class Counsel's, Defendants', and Defendants' 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, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

128. 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.

XVI. No Admission of Liability

129. 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. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants specifically deny that a class could or should be certified in the Action for litigation purposes. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have 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.

130. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted informal discovery, and conducted an 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.

131. This Agreement constitutes a compromise and settlement of disputed claims.

132. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiffs or the Settlement Class, 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.

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

XVII. <u>Miscellaneous Provisions</u>

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

the context so indicates.

135. ***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.

136. ***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.

137. ***Obligation to Meet and Confer***. 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.

138. ***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.

139. ***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.

140. ***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.

141. ***Counterparts***. This Agreement may be executed in any number of counterparts,

each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts. Electronic signatures to this Agreement are permitted.

142. ***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.

143. ***Notices***. All notices provided for herein shall be sent by email to:

If to Plaintiffs or Class Counsel:

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

E. Powell Miller
THE MILLER LAW FIRM, P.C.
950 West University Drive
Rochester, MI 48307
epm@millerlawpc.com

Bryan L. Bleichner
CHESTNUT CAMBRONNE PA

100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401
bbleichner@chestnutcambronne.com

Mariya Weekes
MILBERG, PLLC
201 Sevilla Avenue, 2nd Floor
Coral Gables, FL 33134
mweekes@milberg.com

If to Defendants or Defendants' Counsel:

For Defendant Doxim:

Xeris E. Gregory
J.T. Malatesta
POLSINELLI PC
2000 SouthBridge Parkway, Suite 301
Birmingham, AL 35209
xgregory@polsinelli.com
jtmalatesta@polsinelli.com

For Defendant CUO:

Timothy Lowe
MCDONALD HOPKINS
39533 Woodward Ave., Ste 318
Bloomfield Hills, MI 48304
tlowe@mcdonaldhopkins.com

For Defendant Beacon:

James Davidson
O'HAGAN MEYER
1 East Wacker Drive, Suite 3400
Chicago, IL 60601
jdavidson@ohaganmeyer.com

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

142. ***Modification and Amendment***. This Agreement may not be amended or modified,

except by a written instrument signed by Class Counsel and Defendants' Counsel and, if the Settlement has been approved preliminarily by the Court, approved by the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class members under this Agreement.

143. ***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.

144. ***Authority***. Class Counsel (for Plaintiffs and the Settlement Class) and Defendants' 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 Defendants 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.

145. ***Agreement Mutually Prepared***. Neither Plaintiffs nor Defendants 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.

146. ***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.

147. ***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.

Signature Pages to Follow

CLASS COUNSEL (for Plaintiffs and the Settlement Class)

_______________________________ Date: April 30, 2026
Jeff Ostrow
KOPELOWITZ OSTROW P.A.

Mariya Weekes Date: April 30, 2026
Mariya Weekes
MILBERG, PLLC

E. Powell Miller
E. Powell Miller Date: April 30, 2026
THE MILLER LAW FIRM, P.C.

DocuSigned by:
Bryan Bleichner
DCCABCAAF90A426...
Bryan L. Bleichner Date: 5/4/2026 | 2:02 PM EDT
CHESTNUT CAMBRONNE PA

DEFENDANT DOXIM, INC. Date: _________________

____
By: _______________
Its: _______________

DEFENDANT CREDIT UNION ONE Date: _________________

____
By: _______________
Its: _______________

DEFENDANT BEACON CREDIT UNION Date: _________________

____
By: _______________
Its: _______________

CLASS COUNSEL (for Plaintiffs and the Settlement Class)

______________________________ Date: ______________
Jeff Ostrow
KOPELOWITZ OSTROW P.A.

______________________________ Date: ______________
Mariya Weekes
MILBERG, PLLC

E. Powell Miller
____
E. Powell Miller Date: April 30, 2026
THE MILLER LAW FIRM, P.C.

____
Bryan L. Bleichner Date: ______________
CHESTNUT CAMBRONNE PA

DEFENDANT DOXIM, INC. Date: 5/1/2026

Signed by:
Andrew Kokoska
4D5FD0ECFD33472...
By: Andrew Kokoska
Its: CFO

DEFENDANT CREDIT UNION ONE Date: 5/4/2026

DocuSigned by:
Gary X Moody
61C74A498C6D4F6...
By: Gary Moody
Its: Chief Executive Officer

DEFENDANT BEACON CREDIT UNION Date: 5/4/2026

DocuSigned by:
Dustin A Cuttriss
4310D6C37997496...
By: Dustin Cuttriss
Its: President / CEO

DEFENDANTS' COUNSEL (as to form only)

For Defendant Doxim:

POLSINELLI PC
Counsel for Defendant Doxim

Signed by:
Xeris Gregory
9E982D79FFFF45A...
Xeris Gregory, Esq.

Date: 5/1/2026

MCDONALD HOPKINS
Counsel for Defendant CUO:

DocuSigned by:
Timothy J. Lowe
70DAC1B8602F495...
Timothy Lowe, Esq.

Date: 5/1/2026

O'HAGAN MEYER
Counsel for Defendant Beacon

James Davidson, Esq.

Date: 5/4/2026