

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

**KIMBERLY MURRAY, RANDA DAVIS,
and all others similarly situated,**

Plaintiffs,

Case No. 21-001768-NZ
Hon. Martha M. Snow

**CITY OF INKSTER, a Michigan
Municipal Corporation**

Defendant.

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made as of the ___th day of _____, 2022,
between the City of Inkster and the Class Representatives, and the Settlement Class. Under this
Agreement, Plaintiffs agree to provide releases to Defendant under the terms and conditions set
forth herein, and the Parties further agree to the relief specified herein under the terms and
conditions set forth herein.

I. DEFINITIONS AND RECITALS

A. Definitions.

1. “**The Action**” shall mean the putative class action lawsuits seeking Economic Damages for the 2019 Claims and 2021 Claims entitled *Murray, et al. v City of Inkster, et al.*, Wayne County Circuit Court Case No. 2019-001768-NZ.

2. “**2019 Claims**” shall mean any and all past, present or future claims, liabilities, demands, suits, causes of action, and obligations of whatever nature, character or kind, known or unknown, anticipated or unanticipated, fixed or contingent, accrued, compensatory or punitive, which have been asserted, may have been asserted, or may be asserted by or on behalf of any Person, including, without limitation, claims, cross claims, counterclaims, third party claims, rights, requests, demands, lawsuits, administrative proceedings, notices, counts, judgments, executions, attachments, debts, actions, arbitrations, damages, liabilities, costs, expenses, compensation, loss of services, or any other cause of action or order of any kind, legal or equitable, whether sounding in tort, contract, equity, nuisance, trespass, negligence, strict liability, contribution, indemnity, or any other statutory, regulatory, administrative cause of action, or any other cause of action of any sort, nature or kind arising out of, in connection with, and/or relating in any way to the facts, causes of action, damage claims and forms of relief alleged in the Actions, or alleged to be attributable in any way to the Action arising from the April 30-May 1, 2019 Sewage Disposal System Event within the City of Inkster.

3. “**2021 Claims**” shall mean any and all past, present or future claims, liabilities, demands,

suits, causes of action, and obligations of whatever nature, character or kind, known or unknown, anticipated or unanticipated, fixed or contingent, accrued, compensatory or punitive, which have been asserted, may have been asserted, or may be asserted by or on behalf of any Person, including, without limitation, claims, cross claims, counterclaims, third party claims, rights, requests, demands, lawsuits, administrative proceedings, notices, counts, judgments, executions, attachments, debts, actions, arbitrations, damages, liabilities, costs, expenses, compensation, loss of services, or any other cause of action or order of any kind, legal or equitable, whether sounding in tort, contract, equity, nuisance, trespass, negligence, strict liability, contribution, indemnity, or any other statutory, regulatory, administrative cause of action, or any other cause of action of any sort, nature or kind arising out of, in connection with, and/or relating in any way to the facts, causes of action, damage claims and forms of relief alleged in the Action, or alleged to be attributable in any way to the Action arising from the June 25-26, 2021 Sewage Disposal System Event within the City of Inkster.

4. **“Agreement”** and/or **“Settlement Agreement”** shall mean this Settlement Agreement.

5. **“Calculation Protocol”** shall mean the methodology for calculating a Class Member’s approved claim amount under the terms and conditions of this Agreement, including the methodology set forth in Sections II.F.8.a) to II.F.8.d).

6. **“Claimed Address”** shall mean the address of the Real Property where the claimed Sewage Disposal System Event that is the subject of the claimed Written Notice of Claim occurred for Subclass A and Subclass B Class Members on or about April 30-May 1, 2019, and for Subclass C and Subclass D Class Members on or about June 25-26, 2021.

9. “**Claim Form(s)**” shall mean Claim Form–A, Claim Form-B, Claim Form-C, and Claim Form-D.

10. “**Claim Form-A**” shall mean the document contained in Exhibit 8. Claim Form-A shall only be completed by Subclass A Class Members to seek compensation under the Settlement for their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense arising from their April 30-May 1, 2019 Sewage Disposal System Event claim at their Claimed Address.

11. “**Claim Form-B**” shall mean the document contained in Exhibit 9. Claim Form-B shall only be completed by Subclass B Class Members to seek compensation under the Settlement for their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense arising from their April 30-May 1, 2019 Sewage Disposal System Event claim at their Claimed Address.

12. “**Claim Form-C**” shall mean the document contained in Exhibit 10. Claim Form-C shall only be completed by Subclass C Class Members to seek compensation under the Settlement for their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense arising from their June 25-26, 2021 Sewage Disposal System Event claim at their Claimed Address.

13. “**Claim Form-D**” shall mean the document contained in Exhibit 11. Claim Form-D shall only be completed by Subclass D Class Members to seek compensation under the Settlement for their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense arising from their June 25-26, 2021 Sewage Disposal System Event claim at their Claimed Address.

14. “**Class**” and/or “**Settlement Class**” and/or “**Class Member**” and/or “**Plaintiffs**” shall

mean, for settlement purposes only and for no other purpose, any Person listed in Exhibit 1, who claims that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about April 30-May1, 2019 was served on the Defendant or who claims that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about June 25-26, 2021 was served on Defendant.

15. **“Class Counsel”** shall mean the law firm of Dubin Law, PLLC.

16. **“Class Member Claimant”** shall mean a Class Member who has fully complied with all requirements for the filing of the appropriate Claim Form as set forth in the Settlement Agreement.

17. **“Class Representatives”** or **“Settlement Class Representatives”** shall mean Kimberly Murray and Randa Davis.

18. **“Court”** shall mean the Wayne County Circuit Court, State of Michigan.

19. **“Defendant”** shall mean the City of Inkster individually and collectively, along with anyone who was, is, or could be claimed to be working on any of their behalf, including its officers, predecessors, successors, directors, agents, employees, attorneys and insurers.

20. **“Defendant’s Counsel”** shall mean the law firm of Allen Brothers, Attorneys and Counselors, PLLC.

21. **“Economic Damages”** shall include, but are not limited to, Real Property Damage,

Personal Property Damage and Out of Pocket Expense. Economic Damages do not include noneconomic damages as defined by MCL 691.1416(f).

22. “**Email Notice**” shall have the meaning ascribed to it in Section II.B.1.b) and shall be without material alteration from Exhibit 13.

23. “**Fair Market Value**” shall mean for Subclass A and Subclass B the price that a seller is willing to accept and a buyer is willing to pay on the open market and in an arms-length transaction for an item of Personal Property in the age and condition that it existed as of April 30-May 1, 2019.

For Subclass C and Subclass D, “Fair Market Value” shall mean the price that a seller is willing to accept and a buyer is willing to pay on the open market and in an arms-length transaction for an item of Personal Property in the age and condition that it existed as of June 25-26, 2021.

For all Class Members, Fair Market Value shall not be calculated by any other methodology, including but not limited to, the actual purchase price for the Personal Property, the cost to replace the Personal Property or the lost value of the Personal Property.

24. “**Final Judgment Order**” shall mean the order granting final approval to the Settlement and concluding the Action.

25. “**Financial Reimbursement**” shall mean for Subclass A and Subclass B the payment received by or paid on behalf of the Subclass Class Member from or by a third-party (such as an insurance company or the Federal Emergency Management Agency) as compensation for Personal

Property Damage, Real Property Damage, and/or Out of Pocket Expense caused by the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019 at the Claimed Address.

For Subclass C and Subclass D, “Financial Reimbursement” shall mean the payment received by or paid on behalf of the Subclass Class Member from or by a third-party (such as an insurance company or the Federal Emergency Management Agency) as compensation for the Personal Property Damage, Real Property Damage, and/or Out of Pocket Expense caused by the claimed Sewage Disposal System Event occurring on or about June 25-26, 2021 at the Claimed Address.

26. “**Household**” shall mean all the persons who occupy a Housing Unit.

27. “**Housing Unit**” shall mean a house, an apartment, a mobile home, a group of rooms, or a single room that is occupied (or if vacant, is intended for occupancy) as separate living quarters. Separate living quarters are those in which the occupants live and eat separately from any other persons in the building, and which have direct access from the outside of the building or through a common hall. The occupants may be a single-family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

28. “**Itemized Out of Pocket Expense List**” shall mean the individualized listing of Out of Pocket Expense that provides a brief description of each Out of Pocket Expense and the costs for the expenditure.

29. “**Itemized Personal Property List**” shall mean the individualized listing of Personal Property that was destroyed and provides a brief description for each item of Personal Property that was destroyed and its estimated Fair Market Value.

30. “**Itemized Real Property List**” shall mean the following: a) If a Class Member has obtained a professional estimate for repairing the Real Property Damage, then the Class Member must include the name of the professional estimator, the date of estimate and the total monetary value listed in the professional estimate; and b) If the Class Member performed the repairs to the Real Property Damage, then the Class Member must list all materials purchased to perform the repairs, the purchase cost of the materials, and the actual amount the Class Member paid to 3rd parties to make the repairs.

31. “**Long Form Notice**” shall have the meaning ascribed to it in Section II.B.1.a) and shall be without material alteration from Exhibit 12.

32. “**Mediator**” shall be agreed upon by the parties if the need arises pursuant to Section II.F.9.

33. “**Net Settlement Fund**” shall mean the value of the Settlement Fund after the deduction of the amount awarded to Class Counsel for attorneys’ fees, costs, and expenses, after the deduction of the amount awarded to the Class Representatives as Incentive Awards.

34. “**Notice**” refers to the forms of notice, Long Form Notice and Email Notice, to be approved by the Court and to be disseminated in conformity with the Notice Plan.

35. “**Notice Plan**” shall mean the plan for the dissemination of notice of the Settlement Agreement’s terms and conditions and of certification of the Settlement Class, to be distributed upon Court order, and to be presented to the Court for its approval.

36. “**Out of Pocket Expense**” shall mean for Subclass A and Subclass B the actual cost expended in repairing, reconstructing, cleaning, and/or sanitizing the Real Property and/or Personal Property that was damaged as a result of the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019 at the Claimed Address. For a Subclass A Class Member and a Subclass B Class Member whose claim is based upon the right of subrogation, “Out of Pocket Expense” shall mean the amount paid to its insured for Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense caused by the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019 at the Claimed Address.

For Subclass C and Subclass D, “Out of Pocket Expense” shall mean the actual cost expended in repairing, reconstructing, cleaning, and/or sanitizing the Real Property and/or Personal Property that was damaged as a result of the claimed Sewage Disposal System Event occurring on or about June 25-26, 2021 at the Claimed Address. For a Subclass C Class Member and a Subclass D Class Member whose claim is based upon the right of subrogation, “Out of Pocket Expense” shall mean the amount paid to its insured for Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense caused by the claimed Sewage Disposal System Event occurring on or about June 25-26, 2021 at the Claimed Address.

For all Class Members, Out of Pocket Expense does not include: 1) any claim for noneconomic damages as defined by MCL 691.1416(f); and 2) any payments by the Class Member or the Class

Member's insured associated with overland flooding of stormwater onto Real Property.

37. **"Parties"** shall mean the Plaintiffs and Defendant as defined in the Agreement.

38. **"Person"** means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

39. **"Personal Property"** shall mean all property that is not Real Property and can be moved from one location to another. "Personal Property" does not include vehicles.

40. **"Personal Property Damage"** shall mean for Subclass A and Subclass B the Personal Property that was destroyed by the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019 at the Claimed Address.

For Subclass C and Subclass D, "Personal Property Damage" shall mean Personal Property that was physically destroyed by the claimed Sewage Disposal System Event occurring on or about June 25-26, 2021 at the Claimed Address.

For all Class Members, Personal Property Damage does not include any Personal Property that was damaged or destroyed by overland flooding of stormwater onto Real Property. For all Class Members, the monetary value of the Personal Property Damage shall be calculated based upon the

Fair Market Value of the item.

41. “**Real Property**” shall mean all buildings, structures and improvements, and other permanent fixtures, including, but not limited to, walls and wall coverings, floors and floor coverings affixed thereto.

42. “**Real Property Damage**” shall mean for Subclass A and Subclass B the Real Property that was destroyed by the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019, at the Claimed Address. The monetary value of the Real Property Damage shall be strictly limited to the lesser of the estimated and/or actual cost to repair the Real Property destroyed and to return the Real Property to its condition that existed immediately prior to the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019.

For Subclass C and Subclass D Class Members, “Real Property Damage” shall mean the Real Property that was destroyed by the claimed Sewage Disposal System Event occurring on or about June 25-26, 2021, at the Claimed Address. The monetary value of the Real Property Damage shall be strictly limited to the lesser of the estimated and/or actual cost to repair the Real Property destroyed and to return the Real Property to its condition that existed immediately prior to the claimed Sewage Disposal System Event occurring on or about June 25-26, 2021.

For all Class Members, Real Property Damage does not include any Real Property that was damaged by overland flooding of stormwater onto Real Property. For all Class Members, the monetary value of the Real Property Damage shall not include any other measure of Real Property loss or damage including, but not limited to, lost rental value, diminished market value, loss of use

or enjoyment or business interruption.

43. “**Releases**” shall mean the releases set forth in Section II.H. of this Agreement.

44. “**Settlement Fund**” shall mean the Four Hundred and Fifty Thousand Dollars (\$450,000) that Defendant agrees to pay pursuant to the terms and conditions of this Settlement Agreement.

45. “**Sewage Disposal System Event**” shall mean the overflow or backup of a sewage disposal system, as defined by MCL 691.1416(j), onto Real Property. A “Sewage Disposal System Event” does not include the overland flooding of stormwater onto Real Property.

46. “**Subclass A**” and/or “**Subclass A Class Member**” shall mean, for settlement purposes only and for no other purpose, any Class Members listed on Exhibit 2 who claim that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019 was served on the Defendant and who had provided itemized values of their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense to Class Counsel prior to June 1, 2020.

47. “**Subclass B**” and/or “**Subclass B Class Member**” shall mean, for settlement purposes only and for no other purpose, any Class Members listed on Exhibit 3 who claim that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019 was served on the Defendant and who had not provided itemized values of their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense to Class Counsel prior to June 1, 2020.

48. “**Subclass C**” and/or “**Subclass C Class Member**” shall mean, for settlement purposes only and for no other purpose, any Class Members listed on Exhibit 4 who claim that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about June 25-26, 2021 was served on the Defendant and who had provided itemized values of their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense to Class Counsel prior to June 1, 2020.

49. “**Subclass D**” and/or “**Subclass D Class Member**” shall mean, for settlement purposes only and for no other purpose, any Class Members listed on Exhibit 5 who claim that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about June 25-26, 2021 was served on Defendant and who had not provided itemized values of their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense to Class Counsel prior to June 1, 2020.

50. “**Total Amount Claimed**” shall be determined by adding together the approved claim amounts calculated from the Claim Forms received by Class Counsel in the following manner:

A. For Subclass A: 1) the first \$25,000 of the approved claim amounts that were determined from Claim Form-A multiplied by 1.00; 2) that portion of the approved claim amounts determined from Claim Form-A that are between \$25,000.01 and \$50,000.00 multiplied by 0.75, and 3) that portion of the approved claim amounts determined from Claim Form-A that are in excess of \$50,000 multiplied by 0.10;

B. For Subclass B: 1) the first \$25,000 of the approved claim amounts that were

determined from Claim Form-B multiplied by 1.00; 2) that portion of the approved claim amounts determined from Claim Form-B that are between \$25,000.01 and \$50,000.00 multiplied by 0.75; and 3) that portion of the approved claim amounts determined from Claim Form-B that are in excess of \$50,000 multiplied by 0.10;

C. For Subclass C: 1) the first \$25,000 of the approved claim amounts that were determined from Claim Form-C multiplied by 1.00; 2) that portion of the approved claim amounts determined from Claim Form-C that are between \$25,000.01 and \$50,000.00 multiplied by 0.75; and 3) that portion of the approved claim amounts determined from Claim Form-C that are in excess of \$50,000 multiplied by 0.10;

D. For Subclass D: 1) the first \$25,000 of the approved claim amounts that were determined from Claim Form-D multiplied by 1.00; 2) that portion of the approved claim amounts determined from Claim Form-D that are between \$25,000.01 and \$50,000.00 multiplied by 0.75; and 5) that portion of the approved claim amounts determined from Claim Form-D that are in excess of \$50,000 multiplied by 0.10;

This calculation shall not occur until any and all objections to Class Counsel's determination of the Class Members' approved claim amounts have been resolved.

51. **“Written Notice of Claim”** shall mean a written document that was filed pursuant to MCL 691.1419 seeking Economic Damages for a Sewage Disposal System Event.

B. Recitals.

1. In the Action, Plaintiffs seek Economic Damages arising from the Defendant's alleged design, construction, operation and/or maintenance of sewer systems which allegedly caused the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019 and June 25-26, 2021.

2. Defendant denies Plaintiffs' allegations and have asserted numerous defenses to Plaintiffs' claims. Defendant does not admit liability to any Plaintiffs or any Class Member. Further, Defendant denies any wrongful conduct toward Plaintiffs, any Class Member, or one another.

3. Plaintiffs and Defendant agree that this Agreement and the settlement reflected herein is a compromise and settlement of disputed claims, and that neither the Settlement, this Agreement, the Releases, nor any consideration therefore, nor any actions taken by the Parties to carry out the terms of this Agreement, are intended to be nor may they be deemed or construed to be, an admission or concession of liability or of the validity of any 2019 Claims, 2021 Claims, or of any point of law or fact (including but not limited to the propriety of class certification) on the part of any of the Parties, and this Agreement shall not be deemed or construed to be an admission or evidence for any purpose. For example, the Agreement shall not be deemed or construed as an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant.

4. The Parties and their attorneys have investigated the facts and issues raised by the Action and have sufficient information to determine and evaluate the propriety of entering into this Settlement Agreement.

5. Arm's-length settlement negotiations took place between the Parties.

6. Class Counsel, in light of their knowledge of this case and their experience in the trial and settlement of other individual and class actions, consider the Settlement to be fair, reasonable, and adequate, and in the best interests of all members of the Class.

7. Defendant has concluded, despite their belief that they are not liable for the 2019 Claims and the 2021 Claims, that Defendant will enter into this Settlement Agreement to avoid the further expense, inconvenience, and burden of this protracted litigation, and the distraction and diversion of the Defendant's personnel and resources.

8. This Settlement Agreement, which embodies all the terms and conditions of the Settlement between Defendant and the Class, is subject to the preliminary and final approval of the Court.

II. SETTLEMENT TERMS AND CONDITIONS

It is agreed by the undersigned, on behalf of the Defendant, Plaintiffs and the Settlement Class, that the Action be settled and compromised as to and between each other, subject to the approval of the Court, on the following terms and conditions:

The Settlement Class is defined as:

Any Person listed in Exhibit 1 who claims that a Written Notice of Claim regarding

the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019 was served Defendant or who claims that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about June 25-26, 2021 was served on Defendant.

A. Settlement Process.

1. The Parties agree to recommend the approval of this Settlement Agreement by the Court. The Parties further agree to undertake in good faith their best efforts, including all steps and efforts contemplated by this Settlement Agreement, and any other necessary or appropriate efforts, by order of the Court or otherwise, to carry out the terms and conditions of this Settlement Agreement. The Parties also agree that they will neither take nor instigate any activity contrary to or inconsistent with their commitment to seek prompt approval and implementation of the Settlement.

2. Class Counsel shall file a motion for preliminary approval of the Settlement Agreement with the Court, seeking entry of an Order of Preliminary Approval in the form of the order attached as Exhibit 6. Class Counsel shall also file a motion for approval of the Notice and the Notice Plan. Class Counsel shall also file a motion for the setting of deadlines for objections and exclusion requests and the scheduling of a final fairness hearing at which hearing the Court will decide whether to grant final judgment approval to the Settlement and whether to enter the final judgment. After Notice is approved and the Notice Plan is implemented, Class Counsel shall file a motion for award of attorneys' fees and reimbursement of costs and expenses and the motion for entry of final judgment as contemplated by the Agreement. Supporting papers to be

filed in furtherance of this Settlement shall be drafted by Class Counsel in conformity with the provisions of this Agreement, in consultation with and approval of Defendant's Counsel, and subject to Court approval. The Parties and their counsel shall in good faith support the prompt adoption of this Settlement Agreement and the supporting papers filed by the Class Counsel in association therewith and shall undertake any and all efforts that in good faith are necessary and appropriate to ensure the Settlement Agreement's preliminary approval, the implementation of the Notice Plan, and final approval of the Settlement.

B. Notice Plan.

1. Pursuant to MCR 3.501, Class Counsel shall provide Notice of this Settlement to the Class no later than 14 days after the date upon which the Court enters the Order of Preliminary Approval in the form of the order attached as Exhibit 6. Class Counsel shall cause the appropriate Notice of Proposed Class Settlement to be provided to all members of the Settlement Class as follows:

a) Long Form Notice along with Claim Form-A shall be sent by first-class mail, postage prepaid to each Subclass A Class Member whose mailing addresses are listed in Exhibit 2.

Long Form Notice along with Claim Form-B shall be sent by first-class mail, postage prepaid to each Subclass B Class Member whose mailing addresses are listed in Exhibit 3.

Long Form Notice shall also be sent by first-class mail, postage prepaid to each Subclass C Class Member whose mailing addresses are listed in Exhibit 4 along with Claim Form-C

and either Claim Form-A or Claim Form-B if the Class Member is also a member of Subclass A or Subclass B.

Long Form Notice shall also be sent by first-class mail, postage prepaid to each Subclass D Class Member whose mailing addresses are listed in Exhibit 5 along with Claim Form-D and either Claim Form-A or Claim Form-B if the Class Member is also a member of Subclass A or Subclass B.

b) Email Notice shall be sent by email to all Class Members who have previously submitted a valid email address to Class Counsel providing general information about the Settlement and advising the Class Members of the existence of the settlement website www.DubinLawPLLC.com where Class Members can access and view the Long Form Notice and obtain a copy of Claim Form-B and Claim Form-D. Email Notice shall be sent on the same date or before the mailing of the Long Form Notice.

2. Long Form Notice along with copies of the Settlement Agreement, Claim Form-B and Claim Form-D shall be posted on the website www.DubinLawPLLC.com within 7 days from when the Court grants preliminary approval of the Settlement Agreement and the Notice Plan, or such other period of time to which the Parties agree in writing and the Court approves.

3. Any Class Member shall have the right to object to the terms and conditions of the Settlement, or to “opt out” of the Class as set forth herein and exclude themselves from this Settlement Agreement. It is intended by the Parties that the objection and exclusion request deadline be 45 days from the date the Order of Preliminary Approval in the form of the order

attached as Exhibit 6 is entered by the Court and that the final fairness hearing be scheduled within 30 days thereafter.

4. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to Class Counsel at the address provided in the Notice. This request for exclusion must be postmarked no later than 45 days from the date the Order of Preliminary Approval in the form of the order attached as Exhibit 6 is entered by the Court, or such other time as the Court may direct. The request to be excluded must be in writing and signed by the Class Member and must contain the following: the Class Member's full name, address and telephone number and the Claimed Address; and must specifically contain a stated request for exclusion from the prospective Settlement Class and Settlement. They must also provide proof of identification by including a copy of any government-issued photo identification or an equivalent method of identification. Any Class Member's request for exclusion that does not meet these requirements is deemed invalid and ineffective and the Class Member will be considered included within the Settlement Class for purposes of the Settlement. Upon their receipt of any request for exclusion, the Class Counsel shall provide a copy of all such requests for exclusion to the Defendant's Counsel in a prompt and contemporaneous manner.

5. Any Class Member who chooses to be excluded from the Settlement as noted in Section II.B. shall cease to be a Class Member upon the Court's approval of the Settlement. Any Class Member who chooses to be excluded from the Settlement pursuant to Section II.B. of the Settlement Agreement shall be dismissed without prejudice from the Action, as applicable, and without costs or attorney's fees to any party.

6. Any Class Member who does not file a timely written request for exclusion, or who files an invalid and ineffective request for exclusion shall be deemed bound by all subsequent proceedings, orders and judgments in the Action, and any, every and all pending and/or subsequently initiated claims, actions and litigations or proceedings against Defendant shall be dismissed and/or barred.

7. Any Class Member who chooses not to be excluded from the Settlement may register an objection to the Settlement Agreement and/or to the Class Counsel's motion for an award of attorney's fees and costs. Any Class Member desiring to object must file a notice of objection with the Court and serve a copy on Class Counsel and Defendant's Counsel no later than 45 days from the date the Order of Preliminary Approval in the form of the order attached as Exhibit 6 is entered by the Court. Objections must be in writing and signed by the Class Member and must contain the following: the Class Member's full name, address, and telephone number and the Claimed Address; and, must identify with reasonable particularity the basis for the objection and attach all documentation they intend to present to the Court in support of its, his, or her position. The objection must be in the form of a declaration or be in the form of an affidavit duly signed under penalty of perjury before a notary public. If an objection is submitted by someone purporting to represent a Class Member, the objection must have attached sufficient documentation of the person's identity and legal authority to represent the Class Member or the objection is deemed invalid and ineffective. Objections that do not meet the requirements set forth above are deemed invalid and ineffective. Class Counsel and Defendant's counsel reserve the right to challenge the validity and grounds of any objection.

8. Any Class Member who does not file a timely notice of objection or whose objection is

deemed invalid and/or ineffective in accordance with Section II.B.7. waives and forfeits any and all rights they may have to object to the Agreement and shall be bound by all the terms and conditions of the Agreement and by all proceedings, orders and judgments in the Action and shall be forever barred from making any objection to this Agreement. Any Class Member who objects to this Agreement shall remain a Class Member and is deemed to have voluntarily waived their rights to pursue an independent remedy against Defendant and, if this Agreement is approved, shall be forever bound by the Releases and the Court's Final Judgment Order. To the extent any Class Member objects to this Agreement, and such objection is overruled in whole or in part, such Settlement Class Member shall be forever bound by the Releases and the Court's Final Judgment Order.

C. Final Judgment Order.

If the Court approves this Settlement Agreement following the final fairness hearing, then Class Counsel shall seek entry of a Final Judgment Order in the form of the order attached as Exhibit 7 from the Court. The Final Judgment Order will:

1. determine that the Defendant and all Class Members have submitted to the jurisdiction of the Court for purposes of the Settlement, that the Court has personal jurisdiction over the Parties and all Class Members and that the Court has subject matter jurisdiction to approve the Settlement Agreement;
2. find that the Notice Plan (i) constitutes reasonable and the best practicable notice under the circumstances; (ii) is reasonably calculated, under the circumstances, to apprise Class Members

of the pendency of the Action, the terms of the Settlement, the right to object to or exclude themselves from the Settlement, and to appear at the final fairness hearing; (iii) constitutes due, adequate, and sufficient Notice to all Persons entitled to receive Notice; and (iv) meets the requirements of due process, and any other applicable rules;

3. approve with finality this Settlement Agreement and its terms and conditions with a determination that the Settlement is a fair, reasonable, and adequate settlement as to the Class, and directing the consummation of the Settlement pursuant to the terms of the Settlement Agreement;

4. direct entry of judgment;

5. reserve exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration, implementation, and interpretation of the Agreement, as well as the authority to amend the Final Judgment Order as necessary;

6. determine that there is no just reason for delay and direct that the judgment shall be final and appealable;

7. incorporate the Releases (i) provided by any Class Member to the Defendant for the 2019 Claims, and (ii) provided by any Class Member to the Defendant for the 2021 Claims; and

8. find that Class Members are bound by the Final Judgment Order.

D. Finality.

1. In the event that either the Court refuses to approve this Settlement Agreement or any material part thereof; or approves the Agreement with a material change; or fails to enter a Final Judgment Order or, if upon appeal, the Court's approval of this Settlement Agreement, or the Final Judgment Order is set aside, in either whole or material part, then this Settlement Agreement in its entirety shall become null and void, unless the Parties promptly agree in writing to proceed with the Settlement according to the altered or modified terms.

E. Administration of Relief.

1. In consideration for the Releases provided in Section II.H. of this Settlement Agreement and for other good and valuable consideration, the Defendant shall pay to Plaintiffs and Plaintiffs' attorney in the Litigation, the total amount of Four Hundred Fifty Thousand Dollars (US) (\$450,000.00) ("Settlement Consideration") as full and final consideration to be paid as follows:

2. Defendant shall place a dedicated millage in equal parts, on its Winter 2022 and Summer 2023 tax roll, or as many tax rolls as may be necessary, in a percentage amount sufficient to generate dedicated funds to pay Plaintiffs and their counsel in the Litigation an aggregate total amount of Four Hundred Fifty Thousand Dollars (US) (\$450,000.00), in accordance with Michigan's General Property Tax Act, MCL 211.1 *et seq.* .

2. Defendant shall immediately pay any monies received to Plaintiffs' attorneys upon receipt of the money collected from the levy assessed pursuant to Michigan's General Property Tax Act,

MCL 211.1 *et seq* for distribution to the Class which will then be deposited to an interest-bearing account opened by Class Counsel at PNC Bank Branch located at 2901 Plymouth Rd, Ann Arbor, MI 48105, entitled “Inkster Settlement Account.”

4. Class Counsel shall be responsible for making payments to each Class Member Claimant from the Inkster Settlement Account in accord with terms and conditions of this Agreement, including based upon the claim procedure described in Section II.F. below. Each such payment will be made by check and must be cashed within 180 days after issuance. A check issued under this Paragraph shall be deemed expired and invalid under the terms and conditions of this Agreement 180 days after issuance, and Class Counsel must take all necessary steps required to have each check voided that is not cashed within 180 days after issuance (e.g. cause a stop payment order to be placed on any such check). Any interest accrued on the Inkster Settlement Account, subject to the terms and conditions of this Agreement, shall be distributed by Class Counsel to each Class Member Claimant according to the same formula used to distribute the principal of the Settlement Fund.

5. Settlement checks that are not cashed after 180 days period contained in Section II.E.4 has expired shall be refunded to the Defendant within thirty (30) days after the expiration of the 180-day period. The Defendant shall deposit any refund of money in its water and sewer fund and utilize any refund monies for the operation, maintenance, and improvement of its sewer system. Class members who did not cash their Settlement checks within 180 days and whose monies were refunded to the Defendant pursuant to this paragraph shall be forever barred from obtaining any payment for the Settlement Fund.

F. Claims Procedure.

1. A Class Member must cause the appropriate Claim Form with any required supporting documentation to be mailed to Class Counsel at the address provided in the Claim Form and the mailing must be postmarked no later than 60 days from the date the Order of Preliminary Approval in the form of the order attached as Exhibit 6 is entered by the Court.

2. If a Subclass A Class Member submits Claim Form-A, they must include the following with their submission:

a) A completed Claim Form-A.

b) Proof of Identification. Each Subclass A Class Member must attach a copy of any government-issued photo identification or an equivalent method of identification to establish their identity and current address. If a Claim Form-A is filed on behalf of a corporation or entity who is a Subclass A Class Member, then documentation must be filed to establish the authority to file the Claim Form-A on behalf of the Subclass A Class Member along with the signor's government issued photo identification or equivalent method of identification to establish their identity. If a person is filing a Claim Form-A on behalf of a Subclass A Class Member, then that person must include a copy of any government-issued photo identification or an equivalent method of identification to establish their identity and current address and documentation supporting their authority to file a Claim Form-A on behalf of the Subclass A Class Member.

c) Proof of Personal Property Damage. If the Subclass A Class Member does not

supplement their Personal Property Damage values that were listed in their Claim Form-A, then the Subclass A Class Member does not need to submit any further proof of Personal Property Damage. If a Subclass A Class Member supplements their Personal Property Damage values that were listed in their Claim Form-A, then they must include an Itemized Personal Property List of all supplemental Personal Property Damage with their Claim Form-A. The Subclass A Class Member must also include information supporting their supplemental Itemized Personal Property List in the form of receipts, invoices, photographs, video or other similar types of evidence. The included information must provide reasonable evidence of their Personal Property Damage for each item on their Itemized Personal Property List.

d) Proof of Out of Pocket Expense. If the Subclass A Class Member does not supplement their Out of Pocket Expense values that were listed in their Claim Form-A, then the Subclass A Class Member does not need to submit any further proof of Out of Pocket Expense. If a Subclass A Class Member supplements their Out of Pocket Expense values that were listed in their Claim Form-A, then they must include an Itemized Out of Pocket Expense List of all supplemental Out of Pocket Expense with their Claim Form-A. The Subclass A Class Member must also include information supporting their supplemental Itemized Out of Pocket Expense List in the form of receipts, invoices, or other similar types of evidence. The included information must provide reasonable evidence of their Out Of Pocket Expense for each item on their Itemized Out of Pocket Expense List.

e) Proof of Real Property Damage. If the Subclass A Class Member does not supplement their Real Property Damage values that were listed in their Claim Form-A, then the Subclass A Class Member does not need to submit any further proof of Real Property Damage. If

a Subclass A Class Member supplements their Real Property Damage values that were listed in their Claim Form-A, then they must include an Itemized Real Property List of all supplemental Real Property Damage with their Claim Form-A. The Subclass A Class Member must also include information supporting their supplemental Itemized Real Property Damage List in the form of receipts, invoices, estimates, photographs, video or other similar types of evidence. The included information must provide reasonable evidence of their Real Property Damage for each item on their Itemized Real Property List.

f) Financial Reimbursement. If a Subclass A Class Member has received Financial Reimbursement for any Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense allegedly caused by the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019 at the Claimed Address which is not already listed on their Claim Form-A, then they must attach documentation detailing the type of reimbursement and the amount received. If documents itemizing the above-referenced information are unavailable following a good faith effort to produce the same, then a Subclass A Class Member must make a good faith effort to obtain the documents from the source of the Financial Reimbursement. If the Subclass A Class Member is still unable to obtain the documents following these efforts, then they must submit a declaration, under penalty of perjury, that contains the above information.

3. If a Subclass B Class Member submits a Claim Form-B, then they must include the following with their submission:

a) A completed Claim Form-B.

b) Proof of Identification. Each Subclass B Class Member must attach a copy of any government-issued photo identification or an equivalent method of identification to establish their identity and current address. If a Claim Form-B is filed on behalf of a corporation or entity who is a Subclass B Class Member, then documentation must be filed to establish the authority to file the Claim Form-B on behalf of the Subclass B Class Member along with the signor's government issued photo identification or equivalent method of identification to establish their identity. If a person is filing a Claim Form-B on behalf of a Subclass B Class Member, then that person must include a copy of any government-issued photo identification or an equivalent method of identification to establish their identity and current address and documentation supporting their authority to file a Claim Form-B on behalf of the Subclass B Class Member.

c) Financial Reimbursement. If a Subclass B Class Member has received Financial Reimbursement for any Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense allegedly caused by the claimed Sewage Disposal System Event occurring on or about April 30-May 1, 2019 at the Claimed Address, then they must attach documentation detailing the type of reimbursement and the amount received. If documents itemizing the above-referenced information are unavailable following a good faith effort to produce the same, then a Subclass B Class Member must make a good faith effort to obtain the documents from the source of the Financial Reimbursement. If the Subclass B Class Member is still unable to obtain the documents following these efforts, then they must submit a declaration, under penalty of perjury, that contains the above information.

d) Proof of Personal Property Damage. A Subclass B Class Member must include an Itemized Personal Property List with their Claim Form-B. If a Subclass B Class Member is

claiming Personal Property Damage greater than \$4,000, then the Subclass B Class Member must also include information supporting their Itemized Personal Property List in the form of receipts, invoices, photographs, video or other similar types of evidence. The included information must provide reasonable evidence of their Personal Property Damage for each item on their Itemized Personal Property List.

e) Proof of Out of Pocket Expense. A Subclass B Class Member must include an Itemized Out of Pocket Expense List with their Claim Form-B. If a Subclass B Class Member is claiming Out of Pocket Expense greater than \$3,000, then the Subclass B Class Member must include information supporting their Itemized Out of Pocket Expense List in the form of receipts, invoices, or other similar types of evidence. The included information must provide reasonable evidence of their Out of Pocket Expense for each item on their Itemized Out of Pocket Expense List.

f) Proof of Real Property Damage. A Subclass B Class Member must include an Itemized Real Property List with their Claim Form-B. If a Subclass B Class Member is claiming Real Property Damage greater than \$4,000, then the Subclass B Member must also include information supporting their Itemized Real Property List in the form of receipts, invoices, estimates, photographs, video or other similar types of evidence. The included information must provide reasonable evidence of their Real Property Damage for each item on their Itemized Real Property List.

4. If a Subclass C Class Member submits Claim Form-C, they must include the following with their submission:

a) A completed Claim Form-C.

b) Proof of Identification. Each Subclass C Class Member must attach a copy of any government-issued photo identification or an equivalent method of identification to establish their identity and current address. If a Claim Form-C is filed on behalf of a corporation or entity who is a Subclass C Class Member, then documentation must be filed to establish the authority to file the Claim Form-C on behalf of the Subclass C Class Member along with the signor's government issued photo identification or equivalent method of identification to establish their identity. If person is filing a Claim Form-C on behalf of a Subclass C Class Member, then that person must include a copy of any government-issued photo identification or an equivalent method of identification to establish their identity and current address and documentation supporting their authority to file a Claim Form-C on behalf of the Subclass C Class Member.

c) Proof of Personal Property Damage. If the Subclass C Class Member does not supplement their Personal Property Damage values that were listed in their Claim Form-C, then the Subclass C Class Member does not need to submit any further proof of Personal Property Damage. If a Subclass C Class Member supplements their Personal Property Damage values that were listed in their Claim Form-C, then they must include an Itemized Personal Property List of all supplemental Personal Property Damage with their Claim Form-C. The Subclass C Class Member must also include information supporting their supplemental Itemized Personal Property List in the form of receipts, invoices, photographs, video or other similar types of evidence. The included information must provide reasonable evidence of their Personal Property Damage for each item on their Itemized Personal Property List.

d) Proof of Out of Pocket Expenses. If the Subclass C Class Member does not supplement their Out of Pocket Expense values that were listed in their Claim Form-C, then the Subclass C Class Member does not need to submit any further proof of Out of Pocket Expense. If a Subclass C Class Member supplements their Out of Pocket Expense values that were listed in their Claim Form-C, then they must include an Itemized Out of Pocket Expense List of all supplemental Out of Pocket Expense with their Claim Form-C. The Subclass C Class Member must also include information supporting their supplemental Itemized Out of Pocket Expense List in the form of receipts, invoices, or other similar types of evidence. The included information must provide reasonable evidence of their Out of Pocket Expense for each item on their Itemized Out of Pocket Expense List.

e) Proof of Real Property Damages. If the Subclass C Class Member does not supplement their Real Property Damage values that were listed in their Claim Form-C, then the Subclass C Class Member does not need to submit any further proof of Real Property Damage. If a Subclass C Class Member supplements their Real Property Damage values that were listed in their Claim Form-C, then they must include an Itemized Real Property List of all supplemental Real Property Damage with their Claim Form-C. The Subclass C Class Member must also include information supporting their supplemental Itemized Real Property List in the form of receipts, invoices, estimates, photographs, or video or other similar types of evidence. The included information must provide reasonable evidence of their Real Property Damage for each item on their Itemized Real Property List.

f) Financial Reimbursement. If a Subclass C Class Member has received Financial Reimbursement for any Real Property Damage, Personal Property Damage, and/or Out of Pocket

Expense allegedly caused by the claimed Sewage Disposal System Event occurring on or about June 25-26, 2020 at the Claimed Address which is not already listed on their Claim Form-C, then they must attach documentation detailing the type of reimbursement and the amount received. If documents itemizing the above-referenced information are unavailable following a good faith effort to produce the same, then a Subclass C Class Member must make a good faith effort to obtain the documents from the source of the Financial Reimbursement. If the Subclass C Class Member is still unable to obtain the documents following these efforts, then they must submit a declaration, under penalty of perjury, that contains the above information.

5. If a Subclass D Class Member submits a Claim Form-D, then they must include the following with their submission:

- a) A completed Claim Form-D.
- b) Proof of Identification. Each Subclass D Class Member must attach a copy of any government-issued photo identification or an equivalent method of identification to establish their identity and current address. If a Claim Form-D is filed on behalf of a corporation or entity who is a Subclass D Class Member, then documentation must be filed to establish the authority to file the Claim Form-D on behalf of the Subclass D Class Member along with the signor's government issued photo identification or equivalent method of identification to establish their identity. If a person is filing a Claim Form-D on behalf of a Subclass D Class Member, then that person must include a copy of any government-issued photo identification or an equivalent method of identification to establish their identity and current address and documentation supporting their authority to file a Claim Form-D on behalf of the Subclass D Class Member.

c) Financial Reimbursement. If a Subclass D Class Member has received Financial Reimbursement for any Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense caused by the claimed Sewage Disposal System Event occurring on or about June 25-26, 2020 at the Claimed Address, then they must attach documentation detailing the type of reimbursement and the amount received. If documents itemizing the above-referenced information are unavailable following a good faith effort to produce the same, then a Subclass D Class Member must make a good faith effort to obtain the documents from the source of the Financial Reimbursement. If the Subclass D Class Member is still unable to obtain the documents following these efforts, then they must submit a declaration, under penalty of perjury, that contains the above information.

d) Proof of Personal Property Damage. A Subclass D Class Member must include an Itemized Personal Property List with their Claim Form-D. If a Subclass D Class Member is claiming Personal Property Damage greater than \$4,000, then the Subclass D Class Member must also include information supporting their Itemized Personal Property List in the form of receipts, invoices, photographs, video or other similar types of evidence. The included information must provide reasonable evidence of their Personal Property Damage for each item on their Itemized Personal Property List.

e) Proof of Out of Pocket Expenses. A Subclass D Class Member must include an Itemized Out of Pocket Expense List with their Claim Form-D. If a Subclass D Class Member is claiming Out of Pocket Expense greater than \$3,000, then the Subclass D Class Member must include information supporting their Itemized Out of Pocket Expense in the form of receipts, invoices, or other similar types of evidence. The included information must provide reasonable

evidence of their Out of Pocket Expense for each item on their Itemized Out of Pocket Expense List.

f) Proof of Real Property Damage. A Subclass D Class Member must include an Itemized Real Property List with their Claim Form-D. If a Subclass D Class Member is claiming Real Property Damage greater than \$4,000, then the Subclass D Class Member must also include information supporting their Itemized Real Property List in the form of receipts, invoices, estimates, photographs, video or other similar types of evidence. The included information must provide reasonable evidence of their Real Property Damage for each item on their Itemized Real Property Damage List.

6. Class Counsel shall be responsible for:

- a) reviewing all Claim Forms;
- b) determining in accordance with the terms and conditions of the Settlement Agreement the extent, if any, to which each Claim Form shall be allowed;
- c) determining whether a Claim Form by a Class Member is complete and timely;
- d) providing any Class Member who has submitted a timely Claim Form that is not deemed to be in accordance with the other terms and conditions of the Settlement Agreement written notice to cure such deficiency within 21 days from receipt of the Claim Form. The notification of the deficiency will be sent to the Class Member within 21 business days from the

receipt of the Claim Form by Class Counsel;

e) calculating the approved claim amount for each Class Member;

f) providing written notification of the approved claim amount in the form attached as Exhibit 14 to each Class Member that submitted a timely and otherwise non-deficient Claim Form within 21 business days from the receipt of the Claim Form by Class Counsel; and

g) providing to each Class Member as part of the Exhibit 14 form attached the document entitled “Your Rights and Process for Objection to the Determination of your Approved Claim Amount.”

7. Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions shall be rejected. Where a good faith basis exists, Class Counsel may reject a Claim Form for, among other reasons, the following:

a) The Class Member failed to provide adequate support of their claim;

b) The Class Member seeks damages that are not covered by the terms and conditions of the Settlement Agreement;

c) Failure to fully complete and/or sign the Claim Form;

d) Illegible Claim Form;

e) More than one Claim Form is submitted by persons who reside in the same Household;

f) The Claim Form is fraudulent;

g) The Claim Form is duplicative of another Claim Form;

h) The person submitting the Claim Form is not a Class Member;

i) The person submitting the Claim Form is requesting that funds be paid to a person or entity that is not the Class Member for whom the Claim Form is submitted;

j) Failure to submit a Claim Form timely; and/or

k) The Claim Form otherwise does not meet the requirements of this Agreement.

8. Class Counsel shall determine the approved claim amount for a Class Member who has submitted a Claim Form based upon the information contained in the Claim Form and the proof of damage documentation included with their Claim Form submission. The approved claim amount shall be calculated for a Claim Form by adding the Real Property Damage, Personal Property Damage, and Out of Pocket Expense that have been determined allowable under the terms and conditions of this Agreement by Class Counsel and then subtracting any Financial Reimbursement received by the Class Member subject to the following Calculation Protocol:

a) Subclass A

- 1) Supplemental Personal Property Damage: If a Subclass A Class Member supplements their Personal Property Damage values in their Claim Form-A, then they must include an Itemized Personal Property List of all supplemental Personal Property Damage with their Claim Form-A and must also provide reasonable evidence of their Personal Property Damage for each item on their Itemized Personal Property List. The portion of the Subclass A Class Member's supplemental Personal Property Damage that is not on their Itemized Personal Property List and/or does not provide reasonable evidence of their Personal Property Damage shall not be considered in the calculation of the Subclass A Class Member's approved claim amount.
- 2) Supplemental Out of Pocket Expense: If a Subclass A Class Member supplements their Out of Pocket Expense values in their Claim Form-A, then they must include an Itemized Out of Pocket Expense List of all supplemental Out of Pocket Expense with their Claim Form-A and must also provide reasonable evidence of their Out of Pocket Expense for each item on their Itemized Out of Pocket Expense List. The portion of the Subclass A Class Member's supplemental Out of Pocket Expense that is not on their Itemized Out of Pocket Expense List and/or does not provide reasonable evidence of their Out of Pocket Expense shall not be considered in the calculation of the Subclass A Class Member's approved claim amount.
- 3) Supplemental Real Property Damage: If a Subclass A Class Member

supplements their Real Property Damage values in their Claim Form-A, then they must include an Itemized Real Property Damage List of all supplemental Real Property Damage with their Claim Form-A and must also provide reasonable evidence of their Real Property Damage for each item on their Itemized Real Property List. The portion of the Subclass A Class Member's supplemental Real Property Damage that is not on their Itemized Real Property List and/or does not provide reasonable evidence of their Real Property Damage shall not be considered in the calculation of the Subclass A Class Member's approved claim amount.

b) Subclass B

1) Personal Property Damage:

- a. If a Subclass B Class Member claims Personal Property Damage with their Claim Form-B and fails to include an Itemized Personal Property List, then the Class Member's Personal Property Damage value shall be limited to the lesser amount of either the total amount of the Subclass B Class Member's Personal Property Damage value or \$1,000 in the calculation of the Subclass B Class Member's approved claim amount.
- b. Where only part of the Personal Property Damage claimed by a Subclass B Class Member with their Claim Form-B are on their Itemized Personal Property List, then:
 - i. If the total amount of the Itemized Personal Property List is less than or equal to \$1,000, then the entire Class Member's Personal

Property Damage value shall be limited to the lesser amount of either the total amount of the Subclass B Class Member's Personal Property Damage value or \$1,500 in the calculation of the Subclass B Class Member's approved claim amount.

- ii. If the total amount of the Itemized Personal Property List is greater than \$1,000 but less than or equal to \$3,500, then the calculation of the Subclass B Class Member's Personal Property Damage approved claim amount shall be made by adding the following amounts: a) the Itemized Personal Property List; and b) the Class Member's Personal Property Damage values that are not on their Itemized Personal Property List limited to the lesser amount of either the Subclass B Class Member's Personal Property Damage values that are not on their Itemized Personal Property List or \$500.
- iii. If the total amount of the Itemized Personal Property List is greater than \$3,500 but less than or equal to \$4,000, then the entire Class Member's Personal Property Damage value shall be limited to no more than the total amount of the Itemized Personal Property List in the calculation of the Subclass B Class Member's approved claim amount. The portion of the Class Member's Personal Property Damage values that are not on their Itemized Personal Property List shall not be considered in the calculation of the Subclass B Class Member's approved claim

amount.

- iv. If the total amount of the Itemized Personal Property List is greater than \$4,000 and the Class Member has provided reasonable evidence of their Personal Property Damage for each item on their Itemized Personal Property List, then the calculation of the Subclass B Class Member's Personal Property Damage value in their approved claim amount shall be limited to their Itemized Personal Property List. The portion of the Class Member's Personal Property Damage value that is not on their Itemized Personal Property List shall not be considered in the calculation of the Subclass B Class Member's approved claim amount.
- c. If the total amount of the Itemized Personal Property List is greater than \$4,000 and the Class Member fails to provide reasonable evidence of their Personal Property Damage for each item on their Itemized Personal Property List, then the calculation of the Subclass B Class Member's Personal Property Damage value in their approved claim amount shall be limited to the greater of either \$4,000 or the value of items on their Itemized Personal Property List that are supported by reasonable evidence. If any portion of the Class Member's Personal Property Damage is not on their Itemized Personal Property List, then the Personal Property Damage values that are not on their Itemized Personal Property List shall not be considered in the calculation of the Subclass

B Class Member's approved claim amount.

2) Out of Pocket Expense:

- a. If a Subclass B Class Member claims Out of Pocket Expense with their Claim Form-B and fails to include an Itemized Out of Pocket Expense List, then the Class Member's Out of Pocket Expense value shall be limited to the lesser amount of either the total amount of the Subclass B Class Member's Out of Pocket Expense value or \$1,000 in the calculation of the Subclass B Class Member's approved claim amount.
- b. Where only part of the Out of Pocket Expense claimed by a Subclass B Class Member with their Claim Form-B are on their Itemized Out of Pocket Expense List, then:
 - i. If the total amount of the Itemized Out of Pocket Expense List is less than or equal to \$1,000, then the entire Class Member's Out of Pocket Expense value shall be limited to the lesser amount of either the total amount of the Subclass B Class Member's Out of Pocket Expense value or \$1,500 in the calculation of the Subclass B Class Member's approved claim amount.
 - ii. If the total amount of the Itemized Out of Pocket Expense List is greater than \$1,000 but less than or equal to \$2,500, then the calculation of the Subclass B Class Member's Out of Pocket Expense approved claim amount shall be made by adding the following amounts: a) the Itemized Out of Pocket Expense List;

and b) the Class Member's Out of Pocket Expense values that are not on their Itemized Out of Pocket Expense List limited to the lesser amount of either the Subclass B Class Member's Out of Pocket Expense values that are not on their Itemized Out of Pocket Expense List or \$500.

- iii. If the total amount of the Itemized Out of Pocket Expense List is greater than \$2,500 or equal to \$3,000, then the entire Class Member's Out of Pocket Expense value shall be limited to no more than the total amount of the Itemized Out Of Pocket Expense List in the calculation of the Subclass B Class Member's approved claim amount. The portion of the Class Member's Out of Pocket Expense values that are not on their Itemized Out of Pocket Expense List shall not be considered in the calculation of the Subclass B Class Member's approved claim amount.
- iv. If the total amount of the Itemized Out of Pocket Expense List is greater than \$3,000 and the Class Member has provided reasonable evidence of their Out of Pocket Expense for each item on their Itemized Out of Pocket Expense List, then the calculation of the Subclass B Class Member's Out of Pocket Expense value in their approved claim amount shall be limited to their Itemized Out of Pocket Expense List. The portion of the Class Member's Out of Pocket Expense value that is not on their

Itemized Out of Pocket Expense List shall not be considered in the calculation of the Subclass B Class Member's approved claim amount.

- c. If the total amount of the Itemized Out of Pocket Expense List is greater than \$3,000 and the Class Member fails to provide reasonable evidence of their Out of Pocket Expense for each item on their Itemized Out of Pocket Expense List, then the calculation of the Subclass B Class Member's Out of Pocket Expense value in their approved claim amount shall be limited to the greater of either \$3,000 or the value of items on their Itemized Out of Pocket Expense List that are supported by reasonable evidence. If any portion of the Class Member's Out of Pocket Expense is not on their Itemized Out of Pocket Expense List, then the Out of Pocket Expense values that are not on their Itemized Out of Pocket Expense List shall not be considered in the calculation of the Subclass B Class Member's approved claim amount.

3) Real Property Damage:

- a. If a Subclass B Class Member claims Real Property Damage with their Claim Form-B and fails to include an Itemized Real Property List, then the Class Member's Real Property Damage value shall be limited to the lesser amount of either the total amount of the Subclass B Class Member's Real Property Damage value or \$1,000 in the calculation of the Subclass B Class Member's approved claim amount.
- b. Where only part of the Real Property Damage claimed by a Subclass B

Class Member with their Claim Form-B are on their Itemized Real Property List, then:

- i. If the total amount of the Itemized Real Property List is less than or equal to \$1,000, then the entire Class Member's Real Property Damage value shall be limited to the lesser amount of either the total amount of the Subclass B Class Member's Real Property Damage value or \$1,500 in the calculation of the Subclass B Class Member's approved claim amount.
- ii. If the total amount of the Itemized Real Property List is greater than \$1,000 but less than or equal to \$3,500, then the calculation of the Subclass B Class Member's Real Property Damage approved claim amount shall be made by adding the following amounts: a) the Itemized Real Property List; and b) the Class Member's Real Property Damage values that are not on their Itemized Real Property List limited to the lesser amount of either the Subclass B Class Member's Real Property Damage values that are not on their Itemized Real Property List or \$500.
- iii. If the total amount of Itemized Real Property List is greater than \$3,500 or equal to \$4,000, then the entire Class Member's Real Property Damage value shall be limited to no more than the total amount of the Itemized Real Property List in the calculation of the Subclass B Class Member's approved claim amount. The portion of the Class Member's Real Property Damage values

that are not on their Itemized Real Property List shall not be considered in the calculation of the Subclass B Class Member's approved claim amount.

iv. If the total amount of the Itemized Real Property List is greater than \$4,000 and the Class Member has provided reasonable evidence of their Real Property Damage for each item on their Itemized Real Property List, then the calculation of the Subclass B Class Member's Real Property Damage value in their approved claim amount shall be limited to their Itemized Real Property List. The portion of the Class Member's Real Property Damage value that is not on their Itemized Real Property List shall not be considered in the calculation of the Subclass B Class Member's approved claim amount.

c. If the total amount of the Itemized Real Property List is greater than \$4,000 and the Class Member fails to provide reasonable evidence of their Real Property Damage for each item on their Itemized Real Property List, then the calculation of the Subclass B Class Member's Real Property Damage value in their approved claim amount shall be limited to the greater of either \$4,000 or the value of items on their Itemized Real Property List that are supported by reasonable evidence. If any portion of the Class Member's Real Property Damage is not on their Itemized Real Property List, then the Real Property Damage values that are not on their Itemized Real Property List shall not be considered

in the calculation of the Subclass B Class Member's approved claim amount.

c) Subclass C

1) Supplemental Personal Property Damage: If a Subclass C Class Member supplements their Personal Property Damage values in their Claim Form-C, then they must include an Itemized Personal Property List of all supplemental Personal Property Damage with their Claim Form-C and must also provide reasonable evidence of their Personal Property Damage for each item on their Itemized Personal Property List. The portion of the Subclass C Class Member's supplemental Personal Property Damages that is not on their Itemized Personal Property List and/or does not provide reasonable evidence of their Personal Property Damage shall not be considered in the calculation of the Subclass C Class Member's approved claim amount.

2) Supplemental Out of Pocket Expense: If a Subclass C Class Member supplements their Out of Pocket Expense values in their Claim Form-C, then they must include an Itemized Out of Pocket Expense List of all supplemental Out of Pocket Expense with their Claim Form-C and must also provide reasonable evidence of their Out of Pocket Expense for each item on their Itemized Out of Pocket Expense List. The portion of the Subclass C Class Member's supplemental Out of Pocket Expense that is not on their Itemized Out of Pocket Expense List and/or does not

provide reasonable evidence of their Out of Pocket Expense shall not be considered in the calculation of the Subclass C Class Member's approved claim amount.

- 3) Supplemental Real Property Damage: If a Subclass C Class Member supplements their Real Property Damage values in their Claim Form-C, then they must include an Itemized Real Property Damage List of all supplemental Real Property Damage with their Claim Form-C and must also provide reasonable evidence of their Real Property Damage for each item on their Itemized Real Property List. The portion of the Subclass C Class Member's supplemental Real Property Damage that is not on their Itemized Real Property List and/or does not provide reasonable evidence of their Real Property Damage shall not be considered in the calculation of the Subclass C Class Member's approved claim amount.

d) Subclass D

- 1) Personal Property Damage:
 - a. If a Subclass D Class Member claims Personal Property Damage with their Claim Form-D and fails to include an Itemized Personal Property List, then the Class Member's Personal Property Damage value shall be limited to the lesser amount of either the total amount of the Subclass D Class Member's Personal Property Damage value or \$1,000 in the calculation of the Subclass D Class Member's approved claim amount.

- b. Where only part of the Personal Property Damage claimed by a Subclass D Class Member with their Claim Form-D are on their Itemized Personal Property List, then:
- i. If the total amount of the Itemized Personal Property List is less than or equal to \$1,000, then the entire Class Member's Personal Property Damage value shall be limited to the lesser amount of either the total amount of the Subclass D Class Member's Personal Property Damage values or \$1,500 in the calculation of the Subclass D Class Member's approved claim amount.
 - ii. If the total amount of the Itemized Personal Property is greater than \$1,000 but less than or equal to \$3,500, then the calculation of the Subclass D Class Member's Personal Property Damage approved claim amount shall be made by adding the following amounts: a) the Itemized Personal Property List; and b) the Class Member's Personal Property Damage values that are not on their Itemized Personal Property List limited to the lesser amount of either the Subclass D Class Member's Personal Property Damage values that are not on their Itemized Personal Property List or \$500.
 - iii. If the total amount of the Itemized Personal Property List is greater than \$3,500 but less than or equal to \$4,000, then the entire Class Member's Personal Property Damage value shall be limited to no more than the total amount of the Itemized Personal

Property List in the calculation of the Subclass D Class Member's approved claim amount. The portion of the Class Member's Personal Property Damage values that are not on their Itemized Personal Property List shall not be considered in the calculation of the Subclass D Class Member's approved claim amount.

- iv. If the total amount of the Itemized Personal Property List is greater than \$4,000 and the Class Member has provided reasonable evidence of their Personal Property Damage for each item on their Itemized Personal Property List, then the calculation of the Subclass D Class Member's Personal Property Damage value in their approved claim amount shall be limited to their Itemized Personal Property List. The portion of the Class Member's Personal Property Damage value that is not on their Itemized Personal Property List shall not be considered in the calculation of the Subclass D Class Member's approved claim amount.
- c. If the total amount of the Itemized Personal Property List is greater than \$4,000 and the Class Member fails to provide reasonable evidence of their Itemized Personal Property List, then the calculation of the Subclass D Class Member's Personal Property Damage value in their approved claim amount shall be limited to the greater of either \$4,000 or the value of items on their Itemized Personal Property List that are

supported by reasonable evidence. If any portion of the Class Member's Personal Property Damage is not on their Itemized Personal Property List, then the Personal Property Damage values that are not on their Itemized Personal Property List shall not be considered in the calculation of the Subclass D Class Member's approved claim amount.

2) Out of Pocket Expense:

- a. If a Subclass D Class Member claims Out of Pocket Expense with their Claim Form-D and fails to include an Itemized Out of Pocket Expense List, then the Class Member's Out of Pocket Expense value shall be limited to the lesser amount of either the total amount of the Subclass D Class Member's Out of Pocket Expense value or \$1,000 in the calculation of the Subclass D Class Member's approved claim amount.
- b. Where only part of the Out of Pocket Expense claimed by a Subclass D Class Member with their Claim Form-D are on their Itemized Out of Pocket Expense List, then:
 - i. If the total amount of the Itemized Out of Pocket Expense List is less than or equal to \$1,000, then the entire Class Member's Out of Pocket Expense value shall be limited to the lesser amount of either the total amount of the Subclass D Class Member's Out of Pocket Expense value or \$1,500 in the calculation of the Subclass D Class Member's approved claim amount.
 - ii. If the total amount of the Itemized Out of Pocket Expense List

is greater than \$1,000 but less than or equal to \$2,500, then the calculation of the Subclass D Class Member's Out of Pocket Expense approved claim amount shall be made by adding the following amounts: a) the Itemized Out of Pocket Expense List; and b) the Class Member's Out of Pocket Expense values that are not on their Itemized Out of Pocket Expense List limited to the lesser amount of either the Subclass D Class Member's Out of Pocket Expense values that are not on their Itemized Out of Pocket Expense List or \$500.

iii. If the total amount of the Itemized Out of Pocket Expense List is greater than \$2,500 or equal to \$3,000, then the entire Class Member's Out of Pocket Expense value shall be limited to no more than the total amount of the Itemized Out of Pocket Expense List in the calculation of the Subclass D Class Member's approved claim amount. The portion of the Class Member's Out of Pocket Expense values that are not on their Itemized Out of Pocket Expense List shall not be considered in the calculation of the Subclass D Class Member's approved claim amount.

iv. If the total amount of the Itemized Out of Pocket Expense List is greater than \$3,000 and the Class Member has provided reasonable evidence of their Out of Pocket Expense for establishing each item on their Itemized Out of Pocket Expenses

List, then the calculation of the Subclass D Class Member's Out of Pocket Expense value in their approved claim amount shall be limited to their Itemized Out of Pocket Expense List. The portion of the Class Member's Out of Pocket Expense value that is not on their Itemized Out of Pocket Expense List shall not be considered in the calculation of the Subclass D Class Member's approved claim amount.

- c. If the total amount of the Itemized Out of Pocket Expense is greater than \$3,000 and the Class Member fails to provide reasonable evidence of their Out of Pocket Expense for each item on their Itemized Out of Pocket Expense List, then the calculation of the Subclass D Class Member's Out of Pocket Expense value in their approved claim amount shall be limited to the greater of either \$3,000 or the value of items on their Itemized Out of Pocket Expense List that are supported by reasonable evidence. If any portion of the Class Member's Out of Pocket Expense is not on their Itemized Out of Pocket Expense List, then the Out of Pocket Expense values that are not on their Itemized Out of Pocket Expense List shall not be considered in the calculation of the Subclass D Class Member's approved claim amount.

3) Real Property Damage:

- a. If a Subclass D Class Member claims Real Property Damage with their Claim Form-D and fails to include an Itemized Real Property List, then the Class Member's Real Property Damage value shall be limited to the

lesser amount of either the total amount of the Subclass D Class Member's Real Property Damage value or \$1,000 in the calculation of the Subclass D Class Member's approved claim amount.

b. Where only part of the Real Property Damage claimed by a Subclass D Class Member with their Claim Form-D are on their Itemized Real Property List, then:

i. If the total amount of the Itemized Real Property List is less than or equal to \$1,000, then the entire Class Member's Real Property Damage value shall be limited to the lesser amount of either the total amount of the Subclass D Class Member's Real Property Damage value or \$1,500 in the calculation of the Subclass D Class Member's approved claim amount.

ii. If the total amount of the Itemized Real Property List is greater than \$1,000 but less than or equal to \$3,500, then the calculation of the Subclass D Class Member's Real Property Damage approved claim amount shall be made by adding the following amounts: a) the Itemized Real Property List; and b) the Class Member's Real Property Damage values that are not on their Itemized Real Property List limited to the lesser amount of either the Subclass D Class Member's Real Property Damage values that are not on their Itemized Real Property List or \$500.

iii. If the total amount of Itemized Real Property List is greater than \$3,500 or equal to \$4,000, then the entire Class Member's Real

Property Damage value shall be limited to no more than the total amount of the Itemized Real Property List in the calculation of the Subclass D Class Member's approved claim amount. The portion of the Class Member's Real Property Damage values that are not on their Itemized Real Property List shall not be considered in the calculation of the Subclass D Class Member's approved claim amount.

- iv. If the total amount of the Itemized Real Property List is greater than \$4,000 and the Class Member has provided reasonable evidence of their Real Property Damage for each item on their Itemized Real Property List, then the calculation of the Subclass D Class Member's Real Property Damage value in their approved claim amount shall be limited to their Itemized Real Property List. The portion of the Class Member's Real Property Damage value that is not on their Itemized Real Property List shall not be considered in the calculation of the Subclass D Class Member's approved claim amount.
- c. If the total amount of the Itemized Real Property List is greater than \$4,000 and the Class Member fails to provide reasonable evidence of their Real Property Damage for each item on their Itemized Real Property List, then the calculation of the Subclass D Class Member's Real Property Damage value in their approved claim amount shall be limited to the greater of either \$4,000 or the value of items on their

Itemized Real Property List that are supported by reasonable evidence. If any portion of the Class Member's Real Property Damage is not on their Itemized Real Property List, then the Real Property Damage values that are not on their Itemized Real Property List shall not be considered in the calculation of the Subclass D Class Member's approved claim amount.

9. Any Class Member that elects to file a Claim Form who later disagrees with the approved claim amount as to their claim shall have 7 days from notice of the approved claim amount to file with Class Counsel an objection as to the approved claim amount. The objection in this paragraph is strictly limited to Class Counsel's calculation of the Class Member's Personal Property Damage, Real Property Damage, Out of Pocket Expense, and Financial Reimbursement. Any attempt to object pursuant to the procedures outlined in this paragraph to any other issue, including but not limited to the existence and application of the Calculation Protocol, will be rejected and not subject to judicial review. The objection must be in writing, must be signed and dated and must set forth all reasons why the Class Member is objecting to the approved claim amount. The failure to file such an objection within 7 days of notice of the approved claim amount waives any objections the Class Member may have to his or her approved claim amount. Class Counsel shall consult with an objecting Class Member in an effort to resolve the Class Member's disagreement with the approved claim amount for their claim. If after 14 days of receipt of any objection to the approved claimed amount, Class Counsel is unable to resolve a Class Member's disagreement with the approved claim amount for their claim, then Class Member's objection to the approved claim amount for their claim shall be forwarded to a Mediator for non-binding facilitation on day 14 following the receipt of the objection. Written notification of forwarding the Class Member's

objection of the approved claim amount to the Mediator will also be sent to the Class Member. The Mediator shall have 7 days to consult with Class Counsel and contact the objecting Class Member to discuss their positions and attempt to reach a resolution (the “Mediation Process”). At the conclusion of the Mediation Process, the Mediator will issue a written Mediator’s Recommendation to the Class Member. The Mediator’s Recommendation will outline the Mediator’s determination of the Class Member’s approved claim amount. The Class Member will have 7 days to either accept or reject in writing the Mediator’s Recommendation. If the Class Member accepts the Mediator’s Recommendation, the Mediator’s Recommendation will then be used by Class Counsel for determining the Class Member’s share of the Settlement Fund. If the Class Member does not issue a written acceptance or rejection of the Mediator’s Recommendation within 7 days, then the Mediator’s Recommendation must be used by Class Counsel for the determination of the Class Member’s approved claim amount and the Class Member waives any objections the Class Member may have to their approved claim amount. If the Class Member rejects the Mediator’s Recommendation, then Class Counsel will file a motion with the Court seeking a judicial determination of the approved claim amount at issue within 7 days of receipt of the Class Member’s rejection. Copies of the motion will also be served on the Class Member. The Class Member will have 7 days to file any documentation with the Court in response to Class Counsel’s motion. The Court will hold a hearing on Class Counsel’s motion within 14 days of filing the motion or on a date that is mutually convenient with the Class Member, Class Counsel and the Court. The Class Member may attend the hearing. Any evidence that the Class Member intends to submit at the hearing must be included in the Class Member’s response to Class Counsel’s motion. Any witnesses that the Class Member intends to call at the hearing must be identified in the Class Member’s response to Class Counsel’s motion. The Court will issue its

ruling on the calculation of the Class Member's Real Property Damage, Personal Property Damage, Out of Pocket Expense, and/or Financial Reimbursement and determine the Class Member's approved claim amount within 7 days of the hearing ("Judicial Determination") subject to the terms and conditions of this Agreement. Class Counsel will then utilize the Judicial Determination of the approved claim amount to calculate the Class Member's share of the Settlement Fund. Class Counsel shall bear the financial responsibility for any and all costs associated with selection, appointment, and work performed by the Mediator. The Class Member may retain counsel at their own expense to assist the Class Member in objecting.

10. Any Class Member who submits a timely and valid Claim Form, who meets the requisite documentation requirements described in Section II.F., shall receive a share of the Settlement Fund based on the terms and conditions of this Agreement. A Class Member's pro-rata share of the Settlement Fund for purposes of issuing checks to each Class Member Claimant shall be calculated by multiplying the amount attributable to each Class Member Claimant in the Total Amount Claimed by the quotient of the Net Settlement Fund divided by the Total Amount Claimed.

11. Any Class Member who, in accordance with the terms and conditions of this Agreement, is not excluded from the Class, is bound by all of the terms and conditions of this Settlement Agreement, including the terms of the Final Judgment Order to be entered in the Action, and the Releases set forth in Section II.H.

12. Defendant's Counsel shall have the right to inspect the Claim Forms and supporting information received by the Class Counsel at any time upon reasonable notice.

G. Attorney's Fees, Costs, and Expenses; Class Representative Incentive Awards; Sewage System Disbursement Fund.

1. Class Counsel shall file a motion with the Court for approval of award of attorneys' fees and reimbursement of costs and expenses after the Court's Order of Preliminary Approval in the form of the order attached as Exhibit 6, to be paid out of the Settlement Fund. The award of attorneys' fees and costs and expenses shall be contingent on approval of the Settlement by the Court. Application by Class Counsel for an award of attorneys' fees shall not be in excess of 1/3 of the Settlement Fund less costs and expenses. Defendant shall not oppose the motion for approval of award of attorneys' fees, costs and expenses provided it is made in conformity with this paragraph.

2. Class Counsel shall also apply to the Court for an award of a class representative incentive award ("Incentive Awards") in the amount of One Thousand Dollars (\$1,000) payable to each of the Class Representatives. The Incentive Awards shall not reduce the amount of their approved claim amount to which any of the Class Representatives may be entitled under this Agreement.

3. Payments under the terms and conditions of this Agreement will only be made if the Court finally approves the Settlement and after appeals, if any, are resolved.

4. Consistent with the above, this Settlement Agreement does not result in the existence of Residual Funds as defined by MCR 3.501(D)(6) rather the Settlement Fund, including any interest, will be disbursed to Class Counsel for attorneys' fees, costs, and expenses, disbursed to the Class Representatives as Incentive Awards, disbursed to Class Members consistent with the terms and conditions of this Agreement, or be used by Defendant receiving funds for the operation,

maintenance, and administration of its respective sewage system under this Agreement.

H. Releases.

Plaintiffs and each member of the Class (including their past, present or future agents, legal representatives, trustees, parents, estates, heirs, executors and administrators) agree that they release and forever discharge and covenant not to sue Defendant, including Defendant's officers, employees, directors, attorneys, affiliates, predecessors, successors, assigns and insurers, from all 2019 Claims and 2021 Claims. The Class Representatives, and each Class Member who does not opt out of this Settlement, and Class Counsel represent that the Action do not allege claims for sickness, disease or physical injury and further that, as of the date of this Agreement, they have not been diagnosed with, are not aware of, and do not have any symptoms that they suspect could be associated with any sickness, disease or physical injury which they are asserting were caused by the action or inaction of the Defendant.

I. Additional Terms.

1. In the event that the Settlement does not become final in accordance with the terms and conditions of this Agreement, then this Settlement Agreement shall be of no force or effect and, in any event, the Parties agree that this Settlement Agreement, including its exhibits, whether or not it shall become final, and any and all negotiations, documents and discussions associated with it shall not be deemed or construed to be an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant or Plaintiffs, or of the truth of any of the claims or allegations contained in the Complaints or any other pleading or motion papers,

including the propriety of class certification, and evidence thereof shall not be discoverable or used directly, or indirectly, in any way.

2. This Settlement Agreement, including its exhibits, constitutes the entire, understanding of the Parties with respect to this subject matter. This Settlement Agreement is not subject to any condition not provided for herein, and supersedes all prior negotiations, written or verbal, between the Parties. At any time prior to the Court's final approval, this Settlement Agreement may be amended or modified only by a written agreement executed by all the Parties.

3. This Settlement Agreement shall not be construed for, or against, any Party based on drafting involvement, nor shall any ambiguity of any language be resolved for or against any Party by virtue of the identity of the preparer of that language.

4. This Settlement Agreement shall be governed by and construed in accordance with the laws of the state of Michigan.

5. Plaintiffs warrant and represent that no part of the Inkster Settlement Account is for wages and/or benefits, or income under Section 104 under the Internal Revenue Code.

6. Plaintiffs represent and warrant that no part of the Inkster Settlement Account is being used to pay any past, present or future claim for bodily injury that could potentially trigger any obligations as required by 42 USC 1395y(b) and the rules and regulations promulgated there under (including without limitation 42 CFR 411 *et seq.*) ("Medicare Secondary Payer statutes").

7. Plaintiffs and Class Members should consult their tax advisors regarding any tax consequences of the Agreement, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of that Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each Class Member. Defendant, Defendant's Counsel, and Class Counsel shall have no liability or responsibility whatsoever for any such tax consequences resulting from payments to Class Members under this Settlement.

8. The Parties agree that there are no third-party beneficiaries of this Settlement Agreement, except as to those third parties defined as "Defendant" or released herein.

9. Class Counsel shall treat all documents, communications, and other information and materials received in connection with the administration of the Settlement Agreement as confidential and shall not disclose any such documents, communications or other information to any person or entity except as provided for in the Settlement Agreement or by Court order.

10. Each counsel and any other person executing this Agreement warrant and represent that they have the full authority to do so.

11. This Agreement may be executed in any number of counterparts and by facsimile transmission or similar means with the same effect as if all had affixed their original signatures to the same instrument.

THE UNDERSIGNED ARE OF LEGAL AGE AND UNDER NO DISABILITY. THE UNDERSIGNED ARE AUTHORIZED TO ENTER INTO THE FOREGOING AGREEMENT, FULLY UNDERSTAND IT AND SIGN IT FREELY AND VOLUNTARILY AS THEIR FULL AND COMPLETE AGREEMENT.

Class Representatives

Duly Authorized Class Representative
Kimberly Murray

Duly Authorized Class Representative
Randa Davis

APPROVED AS TO FORM

David R. Dubin, Attorney for Plaintiffs

Defendant City of Inkster

APPROVED AS TO FORM

John M. Nader and David W. Jones, Attorneys for Defendant
City of Inkster

Exhibit No	Description
1	List of Class Members
2	List of Subclass A Class Members
3	List of Subclass B Class Members
4	List of Subclass C Class Members
5	List of Subclass D Class Members
6	Preliminary Approval Order
7	Final Judgment Order
8	Claim Form A
9	Claim Form B
10	Claim Form C
11	Claim Form D
12	Long Form Notice
13	Email Notice
14	Notification of Approved Claim Amount