CLASS ACTION SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made as of the Effective Date among the Plaintiffs, the Defendant, and GLWA (the "Parties").

RECITALS AND DEFINITIONS

1. Recitals.

A. Named Plaintiff brought the Action, on his own behalf and on behalf of the Class, alleging certain claims and seeking Economic Damages against the Defendant.

B. Defendant denies that it committed any act or omission giving rise to any liability or violation of law set out in Named Plaintiff's complaint.

C. The Plaintiffs and Defendant jointly stipulated to a dismissal without prejudice of the Action pending mediation.

D. Class Counsel has conducted an extensive investigation relating to the Claims and the underlying events and transactions alleged in the Action. Class Counsel is experienced in basement-flooding matters, has had significant prior experience with basement-flooding matters, including but not limited to the area where the events giving rise to the Action occurred, maintains a database of records pertaining to sewerage systems in Southeast Michigan, has consulted with experts in the field, has analyzed evidence adduced during its investigation of the facts and circumstances related to this matter, and has researched the applicable law with respect to the claims of Named Plaintiff and the Class, as well as the potential defenses thereto. Class Counsel has sufficient information to determine and evaluate the propriety of entering into this Settlement Agreement.

E. The Parties conducted extensive, arms-length, good-faith settlement negotiations prior to entering into this Agreement, including but not limited to a mediation that led to the settlement of this matter with the assistance of mediator Thomas McNeill on March 3 and 4, 2025.

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

G. Named Plaintiff agreed to settle the claims asserted in the Action pursuant to this Agreement, after considering, among other things: (i) the substantial benefits that Plaintiffs will receive from resolution of the Action; (ii) the risks of litigation; and (iii) the desirability of permitting the settlement to be consummated as provided by the terms of this Agreement.

H. Despite belief that they are not liable for the claims asserted in the Action, Defendant and GLWA have chosen to enter into this Settlement Agreement to avoid the further expense, inconvenience, and burden of protracted litigation.

I. The Parties 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 be deemed or construed to be, an admission or concession of liability or of the validity of any Claim or of any point of law or fact (including but not limited to the propriety of class certification) on the part of any Party, and this Agreement shall not be deemed or construed to be an admission or evidence for any purpose, except as to a claim that this Agreement has been breached.

J. This Settlement Agreement, which embodies all of the terms and conditions of the settlement between Plaintiffs on the one hand and Defendant and GLWA on the other hand, is subject to the preliminary and final approval of the Court, and is further subject to the approval of the DWSD Board of Water Commissioners and GLWA Board of Directors.

Therefore, it is hereby STIPULATED AND AGREED, by and among the Parties, subject to and conditioned upon the terms of this Agreement and approval of the Court pursuant to, among other things, Rule 3.501 of the Michigan Court Rules, without admission of any liability or wrongdoing, and in consideration of the benefits flowing to the Parties as set forth herein, sufficiency of which is acknowledged, that Plaintiffs' Action and Claims shall be fully, finally and forever compromised, settled, released, and discharged and the Action shall be dismissed with prejudice, upon and subject to the following terms and conditions:

2. Definitions.

A. "Action" means the lawsuit by the Plaintiffs seeking Economic Damages against Defendant styled *Deonte Young v. City of Detroit*, filed on or about August 1, 2024, in the Wayne County Circuit Court and bearing Case No. 24-011119-NZ, along with any reopened, successor, or related litigation.

B. "Agreement" and/or "Settlement Agreement" mean this Settlement Agreement.

C. "Calculation Protocol" shall mean the methodology for calculating a Class Member's approved claim amount under the terms and conditions of this Agreement.

D. "Claims" means 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 may have been or may be asserted by or on behalf of any person or entity, including, without limitation, cross claims, counterclaims, third party claims, rights, requests, lawsuits, administrative proceedings, notices, counts, judgments, executions, attachments, debts, actions, arbitrations, rights,

damages, costs, 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 or any other statutory, regulatory, administrative or common law 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, damages and forms of relief alleged in the Action, which could have been brought or joined in the Action, or which are related in any way to the Action or the Incident.

E. "Claim Form" shall mean Claim Form–A and Claim Form-B substantially in the form of Exhibits 4 and 5.

F. "Claim Form-A" shall mean the document contained in Exhibit 4. Claim Form-A shall only be completed by Subclass A Class Members to seek compensation under the Settlement Agreement for their Real Property Damages, Personal Property Damages and/or Out of Pocket Expenses arising from the Incident at their Claimed Address.

G. "Claim Form-B" shall mean the document contained in Exhibit 5. Claim Form-B shall only be completed by Subclass B Class Members to seek compensation under the Settlement Agreement for their Real Property Damages, Personal Property Damages and/or Out of Pocket Expenses arising from the Incident at their Claimed Address.

H. "Claim Period" means the deadline for submitting either a Claim Form-A and Claim Form-B. Claim Forms must have a postmark date that is within 45 days after Class Counsel's completion of mailing the Notice to the Class.

I. "Claimed Address" shall mean the real property structure identified by a Class Member on their timely filed Claim Form that: 1) is located within the City of Detroit or City of Grosse Pointe; 2) at which a Class Member has asserted a Claim arising from the Incident; and 3) was identified as the affected property by the Class Member in their written Notice of Claims timely filed pursuant to MCL 691.1419 with the Defendant and/or GLWA regarding the Class Member's Claim arising from the Incident.

J. "Class Counsel" shall mean the law firm of Dubin Law, PLLC.

K. "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.

L. "Class" and/or "Plaintiffs" means, for settlement purposes only and for no other purpose, those persons or entities who are listed in Exhibit 1, all of whom who, upon information and belief of the Parties or representation of Class Counsel, submitted a statutory notice of claim under MCL 691.1419 to Defendant and/or GLWA regarding the August 23-25, 2023 flooding in the City of Detroit or City of Grosse Pointe, Michigan.

M. "Class Member" means a person or entity that is a member of the Class.

N. "Class Representative" or "Named Plaintiff" means Deonte Young.

O. "Court" means the Third Judicial Circuit of Michigan, commonly known as the Wayne County Circuit Court, State of Michigan.

P. "Defendant" is the City of Detroit, individually and collectively, including its Detroit Water and Sewerage Department ("DWSD") and anyone who could potentially be held liable for a Claim or lawsuit arising from the Incident, including but not limited to its officers, predecessors, successors, directors, agents, employees, attorneys and insurers.

Q. "Economic Damages" includes, but is not limited to, Real Property Damages, Personal Property Damages and Out of Pocket Expenses. Economic Damages does not include noneconomic damages as defined by MCL 691.1416(f).

R. "Effective Date" means the first date by which all of the events and conditions specified in paragraph 13 of this Agreement have been met, have been waived in writing by all Parties, or have occurred, as set forth in that paragraph.

S. "Email Notice" shall have the meaning ascribed to it in Paragraph 7.C. and shall be without material alteration from Exhibit 7.

T. "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 the Incident. 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.

U. "Financial Reimbursement" shall mean the payment received by or paid on behalf of the Class Members 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 Incident at the Claimed Address.

V. "Final," when referring to the Final Approval Order means the later of: (1) if there is an appeal from the Final Approval Order, the date of final affirmance on appeal and the expiration of the time for any further judicial review under state or federal law, whether by appeal, reconsideration, or an application for leave to appeal; or (2) if there is not an appeal, the expiration of the time for the filing or noticing of any appeal from the Final Approval Order.

W. "Final Approval Hearing" means the hearing set by the Court under Rule 3.501 of the Michigan Court Rules to consider final approval of the Settlement.

X. "Final Approval Order" means an order of the Court providing for final approval of the settlement and dismissal of the Action substantially in the form attached hereto as Exhibit 9.

Y. "Financial Reimbursement" shall mean payment received by or paid on behalf of a Class Member by a third-party as compensation for a Class Member's Personal Property Damage, Real Property Damage and/or Out of Pocket Expenses caused by the Incident.

Z. "GLWA" is the Great Lakes Water Authority, individually and collectively, along with anyone who could potentially be held liable for a Claim or lawsuit arising from the Incident, including but not limited to its officers, predecessors, successors, directors, agents, employees, attorneys and insurers.

AA. "Household" shall mean all the persons who occupy a housing unit.

BB. A housing unit is 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.

CC. "Incident" is the August 23-25, 2023 flooding in the City of Detroit or City of Grosse Pointe, Michigan.

DD. "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.

EE. "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.

FF. "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.

GG. "Long Form Notice" shall have the meaning ascribed to it in Paragraph 7 and shall be without material alteration from Exhibit 6.

HH. "Mediator" shall be a mediator appointed by the Court if the need arises pursuant to Paragraph 23.

II. "Net Settlement Amount" 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 Representative as an Incentive Award.

JJ. "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.

KK. "Notice Period" means the time period within which written materials are to be sent to Class Members and the Notice Plan is implemented.

LL. "Notice Plan" means the plan for the dissemination of notice of the Settlement Agreement's terms and of certification of the Class, to be distributed upon Court order, and to be presented to the Court for its approval.

MM. "Out of Pocket Expenses" shall mean the actual cost expended by a Class Member in repairing, reconstructing, cleaning, and/or sanitizing a Class Member's Real Property and/or Personal Property damaged as a result of the Incident, at the Claimed Address. For Class Members whose claim is based upon the right of subrogation, "Out of Pocket Expenses" shall mean the amount paid by that Class Member to their insured for Real Property Damages, Personal Property Damages and/or Out of Pocket Expenses caused by the invasion of sewage and/or water into the insured's Real Property located within the City of Detroit or City of Grosse Pointe on or about the date of the Incident. Out of Pocket Expenses do not include any claim for noneconomic damages as defined by MCL 691.1416(f).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.

NN. "Parties" means the Plaintiffs, the Defendant, and GLWA.

OO. "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.

PP. "Personal Property" means all property that is not real property and can be moved from one location to another.

QQ. "Personal Property Damage" means Personal Property that was physically damaged and/or sustained loss by the Incident. 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 item's Fair Market Value. Personal Property Damage does not include any Personal Property that was damaged or destroyed by overland flooding of stormwater onto Real Property.

RR. "Preliminary Approval Order" means the order (substantially in the form attached hereto as Exhibit 8) to be entered by the Court preliminarily approving the Settlement as set out in this Agreement and directing that Notice be provided to the Class as set forth therein.

SS. "Defendants' Counsels" means the law firm of Bush Seyferth PLLC representing the City of Detroit, and Schenk & Bruetsch PLC, representing GLWA.

TT. "Real Property" means the land itself, with all things contained therein, and also all buildings, structures and improvements, and other permanent fixtures thereon including but not limited to drywall, paneling, carpeting, and tiling.

UU. "Real Property Damage" means the Real Property that was physically damaged by the Incident. The monetary value of the Real Property Damage shall be strictly limited to the lesser of either the estimated and/or actual cost to repair the Real Property Damage in order to return the Real Property to its condition that existed immediately prior to the Incident. 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, the lost or diminished value of the Real Property, loss of use or enjoyment or business interruption of the Real Property.

VV. "Released Parties" are the Defendant and GLWA, in any and every capacity including their City Council Members, Board Members, Executives, employees, directors, attorneys, affiliates, predecessors, successors, assigns and insurers.

WW. "Releasing Parties" are the Plaintiffs and Class Members, their successors, assigns, agents, and heirs, individually, derivatively, and/or on behalf of the Class.

XX. "Request for Exclusion" means any request for exclusion from the Class pursuant to MCR 3.501.

YY. "Settlement Amount" means Five Hundred and Fifty Thousand Dollars ($550,000.00).

ZZ. "Settlement Fund" means the Settlement Amount, less costs and expenses of the Action as set out in Paragraph 28, less the Incentive Award as set out in Paragraph 29, and less the amount awarded to Class Counsel as attorney's fees, plus all interest earned on the Settlement Amount, if any.

AAA. "Side Letter" means an agreement among the Parties that sets the figures for Excessive Exclusions. To the extent allowed by law, the Side Letter shall not be filed or made public, but will be available for *in camera* review by the Court.

BBB. "Subclass A" and/or "Subclass A Class Member" shall mean, for settlement purposes only and for no other purpose, those Class Members listed on Exhibit 2 that have asserted a Claim arising from the Incident and who provided their

August 23, 2023 flood Real Property Damages, Personal Property Damages and/or Out of Pocket Expenses itemized values to Class Counsel prior to March 1, 2025.

CCC. "Subclass B" and/or "Subclass B Class Member" shall mean, for settlement purposes only and for no other purpose, those Class Members listed on Exhibit 3 that have asserted a Claim arising from the Incident and who did not provide their August 23, 2023 flood Real Property Damages, Personal Property Damages and/or Out of Pocket Expenses itemized values to Class Counsel prior to March 1, 2025.

DDD. "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:

i. 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;

ii. 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.

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.

EEE. "Written Notice of Claim" shall mean a written document that was filed pursuant to MCL 691.1419 seeking Economic Damages for the Incident.

REOPENING THE CASE

3. **Motion to Reopen.** Within 7 days of the execution of this Agreement and its approval by the DWSD and GLWA boards, the Plaintiffs and Defendant shall jointly move to reopen the Action for the sole purpose of effectuating this Agreement. In the event that the Court denies the motion or requires that a different procedure be followed to re-establish the Action, the Parties agree to cooperate in effecting an alternative procedure that will allow the terms and conditions of this Agreement to be satisfied. Any future litigation, lawsuit,

or arbitration among the Parties relating to the Incident shall be considered part of the Action for all purposes, even if brought in a different lawsuit, different forum, or other manner.

Though GLWA is not and will not be a party to the Action, Plaintiffs and Defendant shall informally but timely provide all filings, orders, objections, notices, and other documents sent to (whether by Plaintiffs, Defendant, or a third party) or received from the Court and related to the Action on GLWA, and keep GLWA apprised of the dates and times of all deadlines and hearings in the Action.

SETTLEMENT AMOUNT AND SETTLEMENT FUND

4. **Payment of Settlement Amount.** Within 14 business days after the Effective Date, the Defendant shall pay the Settlement Amount in escrow to an interest-bearing account opened by Class Counsel at PNC Bank, located at 2901 Plymouth Rd, Ann Arbor, MI 48105, entitled "City of Detroit Class Settlement Fund." The Settlement Amount shall be the only funds paid by Defendant and/or GLWA on account of the obligations set out in this Agreement and shall be held in escrow by Class Counsel pending distribution.

CLASS SETTLEMENT PROCEDURE

5. **Cooperation.** Without waiving any of their respective rights, the Parties agree to cooperate in good faith to implement the terms of this Agreement.

6. **Court Approval; Preliminary Approval Order.** Within 10 business days after the Action is reopened or otherwise re-initiated, Named Plaintiff and Class Counsel shall file a motion or motions for preliminary approval of the Settlement Agreement with the Court, seeking an order in the form of Exhibit 8 that grants preliminary approval of this Agreement and Notice Plan, directs that Notice be provided to the Class, and schedules a Final Approval Hearing. Supporting papers to be filed in furtherance of this motion or motions shall be drafted by Class Counsel in conformity with the provisions of this Agreement, in consultation with and approval of Defendant's and GLWA's Counsel.

7. **Notice Plan to the Class**. 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 8. 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, in the form of Exhibit 6, 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.

b. Long Form Notice, in the form of Exhibit 6, 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.

c. Email Notice, in the form of Exhibit 7, 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. Email Notice shall be sent on the same date or before the mailing of the Long Form Notice.

d. Long Form Notice along with copies of the Settlement Agreement, Claim Forms shall be posted on the website www.DubinLawPLLC.com within 7 days from when the Court grants preliminarily 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.

8. **Objections.** All objections to the Agreement and any application for attorneys' fees, litigation costs, expenses, and/or service fees must be filed with the Court and served on counsel for the Plaintiffs and Defendant by the date set by the Court in the Preliminary Approval Order and specified in the Notice, which shall require that objections must be filed with the Court and served on counsel for the Plaintiffs and Defendant within 30 days from the completion of mailing of the Notice to the Class, unless such deadline is extended by Order of 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 and the Class Member making such Objection will be considered included within the Settlement Class for purposes of the Settlement. 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.

Unless they also validly request to be excluded from the Class, Class Members who object to this Agreement shall remain Class Members, be forever bound by the Orders of the Court and this Agreement, if and as approved by the Court, including but not limited to the Release and the Court's Final Approval Order, and have voluntarily waived their rights to be excluded from the class or to pursue an independent remedy against Defendant. 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 Orders of the Court and this Agreement, including but not limited to the Release and the Court's

Final Approval Order.

Any Class Member who does not file a timely written notice of intent to object in accordance with this paragraph waives and forfeits any and all rights they may have to object to the Agreement, and shall be bound by all the terms 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.

9. **Requests for Exclusion.** Any potential 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 30 days after the Notice is mailed, or such other time as the Court may direct. The Request for Exclusion must be in writing and signed by the Class Member, and must contain the following: the caption of the Action; the potential Class Member's full name, proof of identity, address, and telephone number; and must specifically contain a stated request for exclusion from the prospective Settlement Class and Settlement Agreement.

Any Request for Exclusion that does not meet these requirements is invalid and ineffective and any potential Class Member who does not file a timely written Request for Exclusion, or who submits an invalid and ineffective Request for Exclusion shall be considered members of the Class for all purposes, and are bound by this Settlement Agreement and all proceedings, orders and judgments in this Action, even if he or she has pending, or subsequently initiates, litigation, arbitration, or any other proceeding against Defendant and GLWA.

A list of all persons or entities who have validly requested exclusion from the Class shall be provided by Class Counsel to Defendant's and GLWA's Counsel as part of the Motion for Final Approval Hearing, or sooner, upon the request of Counsel or the Court. Upon receipt of any Requests for Exclusion, Class Counsel shall have the right and opportunity to seek retraction of any Request for Exclusion. Class Counsel shall deliver to Defendant's and GLWA's Counsel and the Court all written retractions of a Request for Exclusion as soon as practicable after receipt thereof.

10. **Motion for and Conduct of Final Approval Hearing.** Unless this Agreement is terminated under the provisions of paragraph 14 or 15, no later than seven (7) days prior to the Final Approval Hearing, Class Counsel shall file a motion requesting (a) final approval of the Agreement pursuant to MCR 3.501, (b) entry of Final Approval Order substantially in the form annexed as Exhibit 9, and (c) approval of the distribution of the Settlement Fund.

11. **Final Approval; Entry of Final Approval Order.** If there are not Excessive Exclusions, as defined in paragraph 14, the Parties will request that the Court enter one or more final orders substantially in the form of Exhibit 9 approving the Settlement Agreement pursuant to MCR 3.501, containing a bar provision, and approving the Distribution as set out in this Agreement.

The Final Approval Order will approve with finality this Settlement Agreement and its

terms 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 and the orders of the Court; reserve exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration, implementation and interpretation of the Agreement; determine that there is no just reason for delay and direct that the order shall be final and appealable; incorporate the Release (as set forth in paragraph 30 of this Agreement) and forever release and discharge the Defendant and GLWA from any Claims arising out of, connected to, or in any way related to the Action; and find that Class Members are bound by the Final Approval Order.

13. **Effective Date.** The Effective Date of the Agreement shall be conditioned on the occurrence of all of the following events:

A. the Court has entered the Preliminary Approval Order; and

B. the Court has entered the Final Approval Order, with a bar provision, in the form attached as Exhibit 9, following Notice to the Class and a hearing, as prescribed by MCR 3.501; and

C. the Final Approval Order has become Final, as defined herein.

TERMINATION

14. **Termination for Excessive Exclusions.** If, at the conclusion of the time for Exclusion, the number of persons who have validly requested exclusion from the Class, and who have not revoked their request for exclusion, equals or exceeds the number set out in the Side Letter (i.e., there are "Excessive Exclusion"), then, unless the Parties agree otherwise, the Final Approval Hearing shall be adjourned and, within 30 days from such adjournment, any Party may terminate this Agreement. If no Party elects to exercise their right to terminate within 30 days of the adjournment of the Final Approval Hearing, as set out herein, or if they withdraw all noticed terminations, Class Counsel may then re-notice the Final Approval Hearing and the Parties will recommend that the Court enter the Final Approval Order.

15. **Additional Provisions for Termination.** If:

A. Either of the conditions specified in paragraph 13.A. or 13.B. are not met within 180 days, or if the condition of paragraph 13.C. is not met and there is no longer any possibility that the condition in paragraph 13.C. can be met; or

B. The Court does not enter the Final Approval Order substantially in the form attached as Exhibit 9 hereto; or

C. The Court enters the Final Approval Order and appellate review is sought and, on such review, the Final Approval Order is finally vacated, modified, or reversed; or

D. The Detroit Water and Sewerage Department Board of Water Commissioners or GLWA's Board of Directors vote against approval of the settlement or this Agreement;

then this Agreement and the Settlement incorporated herein shall be cancelled and terminated, unless all Parties, in their sole discretion, provide written notice to all other Parties of their intent to proceed with the settlement under the terms of the Final Approval Order as may be modified by the Court or on appeal. No Party shall have any obligation whatsoever to proceed under any terms other than substantially in the form provided and agreed to in this Agreement.

16. Effect of Termination. In exercising an election to terminate, a Party must terminate the Agreement in its entirety. In the event the Effective Date does not occur or this Agreement shall terminate, or be canceled, or otherwise fail to become effective for any reason, including, without limitation, in the event that the Agreement as described herein is terminated under paragraphs 14 or 15 above, then:

A. the Plaintiffs and Defendant shall be restored to their respective positions in the Litigation as of the date the Action was re-opened or re-filed, with all of their respective claims and defenses preserved as they existed on that date;

B. the terms and provisions of the Agreement shall be null and void and shall have no further force and effect and neither the existence nor the terms of this Agreement (nor any negotiations preceding this Agreement nor any acts performed pursuant to, or in furtherance of, this Agreement) shall be used in the Action or in any other proceeding for any purpose; and

C. any order entered by the Court in accordance with the terms of the Agreement shall be treated as vacated, *nunc pro tunc*.

CLAIMS PROCEDURE AND DISTRIBUTION

17. Claims Procedure. Distribution of the Settlement Fund shall occur only after the Effective Date and subject to the orders of the Court. Class Counsel shall be responsible for making payments to Class Members from the Settlement Fund. Entitlement to and allocation of payments shall be allocated based upon the claims procedure described in this Agreement. A Class Member must cause the appropriate Claim Form with any required supporting documentation to be mailed to and received by the Class Counsel at the address provided in the Claim Form and the mailing 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 8 is entered by the Court.

18. Subclass A Claim Forms. 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 an 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 Incident 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.

19. Subclass B Claim Form. 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 an 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 Incident 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 Damage List.

20. Verification of Claim Forms. Class Counsel shall use all reasonable and prudent efforts and means designed to identify and reject duplicate and/or fraudulent claims and to:

A. review all Claim Forms;

B. determine in accordance with the terms and conditions of the Settlement Agreement the extent to which each Claim Form shall be allowed;

C. determine whether a Claim Form by a Class Member is complete and timely;

D. provide any Class Member who has submitted a timely Claim Form that is not deemed to be in accordance with the 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. calculate the approved claim amount for each Class Member;

F. provide written notification of the approved claim amount in the form attached as Exhibit 10 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. provide to any Class Member who objects to his, her, or its approved claim amount the document entitled "Your Rights and Process for Objection to the Determination of your Approved Claim Amount," that is contained in Exhibit 10.

21. Rejection of Claim Forms. 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 shall reject a Class Member's Claim Form for, among other reasons, the following:

A. The Class Member failed to provide adequate support of their claim pursuant to a request of Class Counsel;

B. The Class Member seeks damages that are not covered by the terms of the Settlement Agreement;

C. The Class Member failed 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. The person submitting the Claim Form has previously released their Claim against the Defendant outside this Agreement;

K. Failure to submit a Claim Form by the end of the Claim Period; and/or

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

22. Determination of claim amounts. 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

(i) 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.

(ii) 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.

(iii) 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

(i) Personal Property Damage:

1) 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.

2) 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:

3) 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.

4) 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.

5) 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.

6) 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.

7) 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.

(ii) Out of Pocket Expense:

1) 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.

2) 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.

3) 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.

(iii) Real Property Damage:

1) 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.

2) 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.

3) 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.

23. **Resolution of Disputes concerning Claim Forms**. Any Class Member that elects to file a Claim Form who later disagrees with the approved claim amount of his, her, or its 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 be 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 the objecting Class Member claimant in an effort to resolve the Class Member claimant's disagreement(s) with the approved claim amount for his, her, or its claim.

If after 14 days of receipt of any objection to the approved claimed amount, Class Counsel is unable to resolve a Class Member claimant's disagreement(s) with the approved claim amount for his, her, or its claim, then Class Member claimant's objection to the approved claim amount for their claim shall be forwarded to a Mediator for a non-binding facilitation on day 14 following the receipt of the objection. The Defendant and GLWA shall not be liable for any costs associated with such mediation or associated court or adjudication cost. Further, such mediation, court or adjudication cost shall not be considered cost or expenses of this action and shall not reduce the settlement amount. 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 claimant to discuss his, her, or its claims 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 his, her, or its 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 his, her, or its 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 valuation or

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. The Court's ruling is limited to determining the approved claim amount of the Class Member. 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. Under no circumstances will the determination of the Mediator or the Judicial Determination change the Settlement Amount.

24. Calculation of share of the Settlement Fund. Any Class Member who submits a timely and valid Claim Form, who meets the requisite documentation requirements described in Paragraphs 18 and 19, and whose claims are approved claims, shall receive a share of the Settlement Fund based on the terms and conditions of this. A Class Member Claimant'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. Notwithstanding anything to the contrary herein, in no case will any Class Member Claimant receive a distribution that exceeds the amount Personal Property Damages, Out Of Pocket Expenses, and Real Property Damages claimed on their Claim Forms.

25. Failure to file Claim Form. Any Class Member who, in accordance with the terms and conditions of this Agreement, neither seeks exclusion from the Class nor files a Claim Form, will not be entitled to receive any compensation pursuant to this Settlement Agreement, but will be bound together with all Class Members by all of the terms of this Settlement Agreement, including the terms of the Final Approval Order to be entered in the Action and the Release provided for herein.

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

27. Distribution. After the Effective Date, and after the Settlement Amount is Paid, Class Counsel shall be paid outstanding approved Plaintiffs' Litigation Expenses and Costs. Class Counsel will also be paid a reasonable attorney fee in an amount to be approved by the Court. Approved Class Member Claimants will then be paid from the Settlement Fund according to the procedure set out above.

In the event that any portion of the Settlement Fund has not been disbursed as provided for in this Settlement Agreement after a period of 180 calendar days has elapsed from the date on which the disbursement checks were issued pursuant to the Administration of Settlement process, then such remaining amounts shall be returned within thirty (30) days thereafter to the Defendant.

ATTORNEY'S FEES AND COSTS; CLASS REPRESENTATIVE INCENTIVE AWARDS.

28. Class Counsel shall file a motion with the Court for approval of award of attorneys' fees and reimbursement of costs and expenses, to be paid wholly out of the Settlement Amount. Application by Class Counsel for an award of attorneys' fees shall not be in excess of: 1/3 of the Settlement Amount less the costs and expenses of the Action and less the Incentive Award. Defendant shall not oppose the motion for approval of award of attorneys' fees, costs and expenses provided (1) it is made in conformity with this paragraph, (2) that reasonable documentation of all costs and expenses is provided, and (3) that the costs and expenses do not include any putative expert reports relating to prior lawsuits .

29. Class Counsel shall also apply to the Court for an award of a class representative incentive award ("Incentive Award"), in addition to his claim, of one thousand dollars ($1,000) payable to Deonte Young, which payment shall be made from the Settlement Amount. The Incentive Award shall not reduce the amount to which the Class Representative may be otherwise be entitled under this Agreement.

COVENANT NOT TO SUE AND RELEASE

30. As of the Effective Date, the Releasing Parties release and forever discharge and covenant not to sue the Released Parties, from all manner of Claims, demands, actions, suits, causes of action, whether Class, individual, or otherwise in nature, damages whenever and however incurred, liabilities of any nature whatsoever, including interest, costs, expenses, penalties and attorneys' fees, known or unknown, suspected or unsuspected, in law or equity, that any of the Releasing Parties ever had, now have, or hereafter can, shall or may have, relating in any way to the Action, or the damages alleged to be attributable in any way to the Action. In addition, the Class Representative, each Class Member, and Class Counsel warrant and represent to the Defendant and GLWA 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 may have been caused to them by the action or inaction of the Defendant and/or GLWA.

DISMISSAL, FINALITY, AND BAR ORDER

31. **Dismissal with Prejudice.** The Final Approval Order shall dismiss the Action with prejudice.

32. **Finality and Bar Order.** The Parties intend that this Agreement is a final resolution of the Action and the Claims. The Parties agree that Plaintiffs shall be barred and enjoined from bringing any and all Claims that have been asserted or that could have been asserted by Plaintiffs in this Action in any other proceedings of any kind against the Released Parties whether individually, derivatively, on behalf of a class, or in any other capacity.

ADDITIONAL TERMS.

33. Jurisdiction. Each Class Member shall be deemed to have submitted to the jurisdiction of the Court with respect to the Agreement, including, but not limited to, the releases provided for herein and in the Final Approval Order.

34. Fully Integrated Agreement. Except as to any written and approved agreement between Defendant and GLWA relating to or arising out of the subject matter of this Agreement, this Agreement is the final, complete and exclusive agreement and understanding between the Parties, and thereby supersedes and replaces all prior agreements, arrangements, negotiations, representations, promises, acts, omissions and/or understandings among the Parties, whether written or oral, concerning the subject matter of this Agreement. Plaintiffs further acknowledge that, in entering into this Agreement, they have not relied on any agreements, arrangements, negotiations, representations, promises, acts, omissions, and/or understandings, except as set forth in this Agreement.

35. Modification. This Agreement may not be modified, amended, altered, or supplemented except upon the execution and delivery of a written agreement executed by each of the Parties.

36. Conditioned on Approval. This settlement and Agreement are expressly conditioned on approval by the Detroit Water and Sewerage Department Board of Water Commissioners and GLWA's Board of Directors. If either of those bodies reject this settlement and Agreement, then this Agreement shall terminate as provided in paragraphs 16, above.

37. Settlement Discussions. The parties acknowledge that this Agreement, its exhibits, and the negotiations, discussion, drafts and proceedings concerning the subject matter of this Agreement have been undertaken in the context of compromise negotiations and are governed by Michigan Rule of Evidence 408.

38. Third-Party Beneficiaries. The Parties intend that the non-party Released Parties are third-party beneficiaries to this Agreement to the extent expressly set forth herein. The Parties do not intend that there be any other third-party beneficiaries to this Agreement.

39. Acknowledgment; no admission of liability or wrongdoing by Released Parties. The Settlement resolves disputed Claims and, as such, the Released Parties do not admit and expressly deny that they owe any liability to the Class, or that they engaged in wrongdoing of any kind. Released Parties expressly deny that they have committed any intentional wrongful acts and/or fraud relating to the Action or the Claims.

40. Mutual Drafting. None of the Parties shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter. The Parties expressly declare that there are no promises, negotiations, inducements or agreements that are not expressed in this Settlement Agreement.

41. Binding on Successors and Assigns. This Agreement shall be binding on and inure to the benefit of all heirs, successors and assigns of the Parties to the full extent allowed

by law.

42. **Governing Law.** All terms of this Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of Michigan without regard to its choice-of-law or conflict-of-laws principles. Any dispute relating to this Agreement shall be brought and adjudicated in the Wayne County, Michigan, Circuit Court.

43. **Not for wages or benefits.** Plaintiffs warrant and represent that no part of the Class Settlement Fund is for wages and/or benefits, or income under Section 104 under the Internal Revenue Code.

44. **No claims for bodily injury.** Plaintiffs represent and warrant that no part of the Class Settlement Fund 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 Section 1395y(b) and the rules and regulations promulgated thereunder (including without limitation 42 CFR Sections 411 et seq.) (collectively, the "Medicare Secondary Payer statutes").

45. **No opinion on tax consequences.** No opinion regarding the tax consequences of this Agreement to any Class Member is being given or will be given by the Parties or their Counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. Class Members must consult their own tax advisors regarding the 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, GLWA, and Class Counsel shall have no liability or responsibility whatsoever for any such tax consequences resulting from payments under this Settlement

46. **Confidentiality.** Class Counsel shall treat any and 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 or all such documents, communications or other information to any person or entity except as provided for in the Settlement Agreement, by court order, or as required by law.

47. **Authority.** All counsel and any other person executing this Agreement warrant and represent that they have the full authority to do so.

48. **Execution in Counterparts.** This Agreement may be executed in counterparts. Facsimile signatures shall be considered as valid signatures as of this date, although the original signature pages shall thereafter be appended to this Agreement.

IN WITNESS WHEREOF the parties and their counsel have read and understand the terms of this agreement, agree to be bound by all of its provisions, and have executed this Agreement on the dates shown by their signatures.

DEONTE YOUNG

Date: _____ _____

CITY OF DETROIT

By: _____

Date: _____ Its: _____

GREAT LAKES WATER AUTHORITY

By: _____

Date: _____ Its: _____

IN WITNESS WHEREOF the parties and their counsel have read and understand the terms of this agreement, agree to be bound by all of its provisions, and have executed this Agreement on the dates shown by their signatures.

DEONTE YOUNG

Date: 8/5/2025 _____ deonte young (Aug 5, 2025 09:41:28 EDT) _____

CITY OF DETROIT

Date: _____ By: _____
Its: _____

GREAT LAKES WATER AUTHORITY

Date: _____ By: _____
Its: _____

IN WITNESS WHEREOF the parties and their counsel have read and understand the terms of this agreement, agree to be bound by all of its provisions, and have executed this Agreement on the dates shown by their signatures.

DEONTE YOUNG

Date: 8/5/2025

deonte young (Aug 5, 2025 09:41:28 EDT)

CITY OF DETROIT

Date: 9/11/2025

By: DocuSigned by: 12DDC6648D9C47C...

Its: Director

GREAT LAKES WATER AUTHORITY

Date: _____

By: _____

Its: _____

IN WITNESS WHEREOF the parties and their counsel have read and understand the terms of this agreement, agree to be bound by all of its provisions, and have executed this Agreement on the dates shown by their signatures.

DEONTE YOUNG

Date: _____ _____

CITY OF DETROIT

Date: _____ By: _____
Its: _____

GREAT LAKES WATER AUTHORITY

Date: September 10, 2025 By: Suzanne R. Coffey
Suzanne R. Coffey, P.E.
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
David W. Jones, General Counsel
Great Lakes Water Authority

Date: 9/9/25

EXHIBIT 1

Last Name	First Name	Claimed Address Number	Claimed Street Name	Claimed City	Claimed State	Claimed Zip	Claimed Address Number-2	Claimed Street Name-2	Claimed City-2	Claimed State-2	Claimed Zip-2
Adolph	Wendeline B	12755	Maiden St	Detroit	MI	48213					
Allen	Hope and Issace	11566	Somerset Ave	Detroit	MI	48224					
Anthony	Tequella	4622	Hereford St	Detroit	MI	48224	4097	University Pl	Detroit	MI	48224
Baka	Stevie	4880	Marseilles St	Detroit	MI	48224					
Baker	Joseph and Linda	5310	Ashley St	Grosse Pointe	MI	48236					
Barnes	Annette	19156	Chester St	Detroit	MI	48236	18806	Moross Rd	Detroit	MI	48224
Bedsworth	John	5054	Anatole St	Detroit	MI	48236					
Bell	Clifton	12574	Gitre Ave	Detroit	MI	48205					
Bell	Michael	4627	Marseilles St	Detroit	MI	48224					
Bell	Selina	9961	Somerset Ave	Detroit	MI	48224					
Bell	Eric	19211	Tracey St	Detroit	MI	48235					
Bell	Michael	4154	University Pl	Detroit	MI	48224					
Bennett	Paula	5607	Lannoo St	Detroit	MI	48236					
Bird	Eric	18200	Meyers Rd	Detroit	MI	48221					
Blackburn	Dianne	18640	Revere St	Detroit	MI	48234					
Blondell	Rita	4606	Marseilles St	Detroit	MI	48224					
Bowlson	Hester	15510	Faircrest St	Detroit	MI	48205					
Brinich	James Agapitos and Joan	5690	Hillcrest St	Grosse Pointe	MI	48236					
Broomfield	Stacey	5248	Lafontaine St	Detroit	MI	48236	5203	Lafontaine St	Detroit	MI	48236
Brown	Rhonda and Kevin	5248	Gateshead St	Detroit	MI	48236					
Brown	Ericka Wilcox and Barbara	12505	Glenfield Ave	Detroit	MI	48213					
Butler Jr	Vernon W	20101	Wexford St	Detroit	MI	48234					
Cameron	Perry	5291	Marseilles St	Detroit	MI	48224	5725	Marseilles St	Detroit	MI	48224
Campbell	Vivian and Alfred	5671	Hillcrest St	Detroit	MI	48236					
Carr	Jeanetta	5588	Wayburn St	Detroit	MI	48224					
Carter	Lakaiya	17325	Goulburn Ave	Detroit	MI	48205					
Clark	Robert Jones and Paige	4616	University Pl	Detroit	MI	48224					
Clingman	Sabastion	14914	Alma St	Detroit	MI	48205					
Coleman	Diane	4980	Opal St	Detroit	MI	48236					
Coleman	Leroy	13350	Wade St	Detroit	MI	48213					
Crawford	George Black and Paula	5765	Farmbrook St	Detroit	MI	48224					
Crayton	Keyona Brooks and Jovon	5953	Hillcrest St	Grosse Pointe	MI	48236					
Culp	Wanda and Lawrence	21916	Moross Rd	Detroit	MI	48236					
Dale	Jeanette	14514	Mapleridge St	Detroit	MI	48205					
Daniels	Tiwonna and Trishonna	10704	Duprey St	Detroit	MI	48224					
Davis	Nathaniel	5203	Lafontaine St	Detroit	MI	48236					

Davis	S J	1711	Pilgrim St	Detroit	MI	48238					
Davis	Carlene and Deshonn	4138	University Pl	Detroit	MI	48224					
Davis	Angelina	11035	Worden St	Detroit	MI	48224					
Davis	Nathaniel	5200	Hillcrest St	Detroit	MI	48236					
Day	Denisha	3900	Bluehill St	Detroit	MI	48224	21954	Moross Rd	Grosse	MI	48236
Denard	Althea	5717	Lannoo St	Grosse Pointe	MI	48236	5656	Hillcrest St	Detroit	MI	48236
Dixon	Gary	6170	Hereford St	Detroit	MI	48224					
Durr	Vincent	4105	Van Dyke	Detroit	MI	48219					
Edwards	Charlie and Mary	6119	Marseilles St	Detroit	MI	48224					
Elliott	Darryl Henry and Dawanya	5805	University Pl	Detroit	MI	48224					
Ervin	Jennifer	4962	Hillcrest St	Detroit	MI	48236					
Ervin	Jennifer	5055	Lannoo St	Detroit	MI	48236					
Fenderson	Rhonda and Glenn	5018	Hillcrest St	Detroit	MI	48236					
Fildew	Elizabeth and Mary	18116	Chandler Park Dr	Detroit	MI	48224					
Fladger	Toni	3910	Kensington Ave	Detroit	MI	48224					
Flowers	Cynthia	11300	Greiner St	Detroit	MI	48234					
Ford	Ida	5221	Lannoo St	Detroit	MI	48236	5201	Lannoo St	Detroit	MI	48236
Fountain	Anthony	11085	Longview St	Detroit	MI	48213					
Franco	Heriberto	4642	Christiancy St	Detroit	MI	48209					
Franklin	Alana	5279	Gateshead St	Detroit	MI	48236	5221	Lannoo St	Detroit	MI	48236
Frasure-Thomas	Linda	18127	Joseph Campau St	Detroit	MI	48234					
Freeman	Sharmanie	5999	Farmbrook St	Detroit	MI	48224					
French	Kawana	5630	Gateshead St	Detroit	MI	48236					
Frierson-Ntlabati	Constance	178	Newport St	Detroit	MI	48215	5291	Marseilles St	Detroit	MI	48224
Frith	Marquita	20920	Moross Rd	Detroit	MI	48236					
Gardner	Jajuan	13058	Promenade St	Detroit	MI	48213					
George	Sharonda and Quincy	5557	Marseilles St	Detroit	MI	48224					
Gilmore	Erika	4097	University Pl	Detroit	MI	48224	5768	Neff Ave	Detroit	MI	48224
Goodspeed	Aldeana and Lorenzo	6361	Radnor St	Detroit	MI	48224					
Graham	Louis and Naki	16700	Chandler Park Dr	Detroit	MI	48224					
Grant	Kimberly and Timothy	5641	Lannoo St	Detroit	MI	48236					
Gray	Earnestine	14296	Linnhurst St	Detroit	MI	48205					
Green	Theresa	13136	Flanders St	Detroit	MI	48205					
Grith	Marquita	21718	Moross Rd	Detroit	MI	48236					
Hardman	Crystal	5094	Anatole St	Grosse Pointe	MI	48236	5029	Hillcrest St	Detroit	MI	48236
Harmon	Sandra	16707	Forrer St	Detroit	MI	48235					
Hasten	Colleen	21761	McCormick St	Detroit	MI	48236					
Hatch	Gail	14701	Liberal St	Detroit	MI	48205					
Heath	Florence	4154	University Pl	Detroit	MI	48224	3900	Bluehill St	Detroit	MI	48224

Heit	Patrick and Jennifer	5241	Lafontaine St	Detroit	MI	48236					
Henderson	Della and Larry	5085	Lodewyck St	Detroit	MI	48224					
Hernandez	Mayra	8212	Robson St	Detroit	MI	48228					
Herrell	Kendra	5768	Neff Ave	Detroit	MI	48224	10141	Outer Dr	Detroit	MI	48221
Hightower	Phyllis and Allen	17136	Chandler Park Dr	Detroit	MI	48224					
Hines	Santana	5250	Lannoo St	Detroit	MI	48236					
Hodge	Britani	5656	Hillcrest St	Detroit	MI	48236	5279	Gateshead St	Detroit	MI	48236
Holland	Aaron	5999	Farmbrook St	Detroit	MI	48224	5932	Lannoo St	Detroit	MI	48236
Ingram	Richard	21954	Moross Rd	Grosse Pointe	MI	48236	21734	Moross Rd	Grosse Pointe	MI	48236
Inwood	Sylvia	5200	Lafontaine St	Detroit	MI	48236					
Jackson	Eric	5029	Hillcrest St	Detroit	MI	48236	4627	Marseilles St	Detroit	MI	48224
James	Sheila	5200	Lafontaine St	Detroit	MI	48236	5055	Lannoo St	Detroit	MI	48236
Jenkins	Jamela and Jaleak	18741	Chandler Park Dr	Detroit	MI	48236					
Jenkins	Colette	8029	Chatham	Detroit	MI	48239					
Jenkins	Jamela	18806	Moross Rd	Detroit	MI	48224					
Johnson	Trinilda and Dalano	5976	Hillcrest St	Grosse Pointe	MI	48236					
Jones	Pamela Eidt and Kenneth	5021	Hillcrest St	Detroit	MI	48236					
Jones	Anquenetta	5932	Lannoo St	Detroit	MI	48236	5691	Hillcrest St	Detroit	MI	48236
Jones	Michelle	21978	Moross Rd	Detroit	MI	48236					
Jones	Gary	21734	Moross Rd	Grosse Pointe	MI	48236	21550	Moross Rd	Detroit	MI	48236
Jones	Michelle	3944	Woodhall St	Detroit	MI	48224					
King	Mae	13128	Flanders St	Detroit	MI	48205					
King	Trevelle	5384	Hereford St	Detroit	MI	48224	5248	Lafontaine St	Detroit	MI	48236
Krivackas	Kiya	18741	Chandler Park Dr	Detroit	MI	48236	178	Newport St	Detroit	MI	48215
Lang	Davida and Timothy	18736	Chandler Park Dr	Detroit	MI	48236					
Langelier	Gerald	13231	E McNichols Rd	Detroit	MI	48205					
Lappin	Linda	3986	Bluehill St	Detroit	MI	48224					
Lawrence	Wanda and Dereck	18941	Berden St	Detroit	MI	48236					
Lewis	Martha	12629	Laing St	Detroit	MI	48224					
Love	Michael and Erica	5269	Gateshead St	Detroit	MI	48236					
Love	Phebian Williams and Deonte	9374	Sanilac St	Detroit	MI	48224					
Lunn	Rennee Cochran and Charles	18901	Rockcastle St	Grosse Pointe	MI	48236					
Lynn	Paulette Hamilton and Gregory	4971	Hillcrest St	Detroit	MI	48236					
Martin	Deaundrey Banks and Kimberly	4555	Hereford St	Detroit	MI	48224					
Martin	Jamesha	10757	Lanark St	Detroit	MI	48224					
Mason	Tonya and Anthony	5250	Hillcrest St	Grosse Pointe	MI	48236					
Mayes	Valerie	16865	Shaftsbury Ave	Detroit	MI	48219					
Mills	Renondo	5524	Baldwin St	Detroit	MI	48213					
Miner	Glenda	10147	Duprey St	Detroit	MI	48224					

Ministries	Faithway United	5047	Chene St	Detroit	MI	48211					
Moore	James and Stephanie	5313	Farmbrook St	Detroit	MI	48236					
Moore	Arementia	20920	Moross Rd	Detroit	MI	48236	19228	Moross Rd	Detroit	MI	48224
Neely	Christine	8318	House St	Detroit	MI	48234					
Nelson	Sandra Johnson and Chenelle	5310	Hereford St	Detroit	MI	48224					
Nelson	Jasmine	19723	Moross Rd	Detroit	MI	48224					
Odom	Marjorie	4606	Marseilles St	Detroit	MI	48224	3944	Woodhall St	Detroit	MI	48224
Patrick	Daphne and Bruce	5237	Lannoo St	Detroit	MI	48236					
Powell	Quawana	5265	Hillcrest St	Grosse Pointe	MI	48236	5205	Farmbrook St	Detroit	MI	48224
Pugh	Jennifer	19786	Fairport St	Detroit	MI	48205					
Pugh	Tiffany	19766	Fairport St	Detroit	MI	48205					
Pye	Omika	5691	Hillcrest St	Detroit	MI	48236	5505	Lodewyck St	Detroit	MI	48224
Randle	Catherine	21550	Moross Rd	Detroit	MI	48236	19723	Moross Rd	Detroit	MI	48224
Reed	Shanika	14991	Oakfield Ave	Detroit	MI	48227					
Rhodes	Ayana	3464/3468	Montclair St	Detroit	MI	48214					
Rice	Rodger and Susan	5717	Hillcrest St	Detroit	MI	48236					
Risby	Christian	19646	Anvil St	Detroit	MI	48205					
Rodgers	Henry Gowdy and Marchell	4978	Hillcrest St	Detroit	MI	48236					
Rogers	Tonya	21757	Moross Rd	Detroit	MI	48236	21718	Moross Rd	Detroit	MI	48236
Rudd	Beatrice	18460	Robson St	Detroit	MI	48235					
Sanford	Michael and Pamela	5901	Hillcrest St	Detroit	MI	48236					
Saunders-Carter	Lakaiya	17325	Goulburn St	Detroit	MI	48205					
Scott	Letita	14630	Seymour St	Detroit	MI	48205					
Shaffer	Arlisa and Colleen	6211	Farmbrook St	Detroit	MI	48224					
Simmons	Willie	19228	Moross Rd	Detroit	MI	48224	19156	Chester St	Detroit	MI	48236
Smith	Natasha	4962	Hillcrest St	Grosse Pointe	MI	48236	4622	Hereford St	Detroit	MI	48224
Smith	Tiffany	14287	Jane Ave	Detroit	MI	48205					
Smith	Marie	21978	Moross Rd	Detroit	MI	48236	21757	Moross Rd	Detroit	MI	48236
Smith	Paristine	17800 and 18515	Teppert St	Detroit	MI	48234					
Stone	Nicole	453	Tennessee St	Detroit	MI	48215					
Stoudamire	Laverne and Laverne	5693	Lannoo St	Detroit	MI	48236					
Stults	Jenelle and Ronald	21753	Moross Rd	Detroit	MI	48236					
Tate	Jennifer and Raymond	5716	Hillcrest St	Detroit	MI	48236					
Thorton	Shauntay Williams and Quintin	21632	Moross Rd	Grosse Pointe	MI	48236					
Townes	Rashard	8067	Walbridge St	Detroit	MI	48213					
Turner	Tareeda	5657	Lannoo St	Detroit	MI	48236					
Turner	Nancy	1971	W 7 Mile Rd	Detroit	MI	48203					
Turner-Bryant	Nicole	5527	Buckingham Ave	Detroit	MI	48224					
Varner	Ruth and Martin	5225	Farmbrook St	Detroit	MI	48224					

Vaughn	Kathy	5942	Radnor St	Detroit	MI	48224	5717	Lannoo St	Grosse Pointe	MI	48236
Wardlaw	Norma	5201	Lannoo St	Detroit	MI	48236	5094	Anatole St	Grosse Pointe	MI	48236
Webb	Asha and Armani	5910	Radnor St	Detroit	MI	48224					
Webb	Asha and Armani	12062	Robson St	Detroit	MI	48224					
Wells	Sharon	20115	Ardmore St	Detroit	MI	48235					
Wells	Robert	17344	Klinger St	Detroit	MI	48212					
Weted	Amanda	19597	Shrewsbury	Detroit	MI	48221					
Wheatley	Terrance	12141	Montrose St	Detroit	MI	48227					
Wiggins	Jonathan	5725	Marseilles St	Detroit	MI	48224	5657	Lannoo St	Detroit	MI	48236
Williams	Michael	3301	E Hildale St	Detroit	MI	48234					
Williams	Jacqueline	5200	Hillcrest St	Detroit	MI	48236	5031	Lannoo St	Grosse Pointe	MI	48236
Williams	Jerome and Vanessa	5256	Lannoo St	Detroit	MI	48236					
Williams	Peggy	5031	Lannoo St	Detroit	MI	48236					
Williams	Roynell	9924	Mansfield St	Detroit	MI	48227					
Williams	Keneshia Smith and Andre	10821	Peerless St	Detroit	MI	48224					
Williams-Tait	Mary Smith and Mario	5264	Hillcrest St	Detroit	MI	48236					
Wilson	Ria and Ken	5054	Marseilles St	Detroit	MI	48224					
Young	Deonte	5505	Lodewyck St	Detroit	MI	48224	5265	Hillcrest St	Grosse Pointe	MI	48236

EXHIBIT 2

Last Name	First Name
Allen	Hope and Issace
Barnes	Annette
Bennett	Paula
Brinich	James Agapitos and Joan
Cameron	Perry
Carter	Lakaiya
Clark	Robert Jones and Paige
Crayton	Keyona Brooks and Jovon
Denard	Althea
Ervin	Jennifer
Fenderson	Rhonda and Glenn
Frith	Marquita
Goodspeed	Aldeana and Lorenzo
Graham	Louis and Naki
Hardman	Crystal
Heit	Patrick and Jennifer
Herrell	Kendra
Hightower	Phyllis and Allen
Hodge	Britani
Holland	Aaron
Inwood	Sylvia
Jackson	Eric
Jenkins	Jamela
Jones	Gary
Lang	Davida and Timothy
Love	Michael and Erica
Nelson	Sandra Johnson and Chenelle
Pye	Omika
Rodgers	Henry Gowdy and Marchell
Rogers	Tonya
Sanford	Michael and Pamela
Smith	Marie
Thorton	Shauntay Williams and Quintin
Webb	Asha and Armani
Williams	Jacqueline
Young	Deonte

EXHIBIT 3

Last Name	First Name
Adolph	Wendeline B
Anthony	Tequella
Baka	Stevie
Baker	Joseph and Linda
Bedsworth	John
Bell	Clifton
Bell	Michael
Bell	Selina
Bell	Eric
Bell	Michael
Bird	Eric
Blackburn	Dianne
Blondell	Rita
Bowlson	Hester
Broomfield	Stacey
Brown	Rhonda and Kevin
Brown	Ericka Wilcox and Barbara
Butler Jr	Vernon W
Campbell	Vivian and Alfred
Carr	Jeanetta
Clingman	Sabastion
Coleman	Diane
Coleman	Leroy
Crawford	George Black and Paula
Culp	Wanda and Lawrence
Dale	Jeanette
Daniels	Tiwonna and Trishonna
Davis	Nathaniel
Davis	S J
Davis	Carlene and Deshonn
Davis	Angelina
Davis	Nathaniel
Day	Denisha
Dixon	Gary
Durr	Vincent
Edwards	Charlie and Mary
Elliott	Darryl Henry and Dawanya
Ervin	Jennifer
Fildew	Elizabeth and Mary
Fladger	Toni
Flowers	Cynthia
Ford	Ida
Fountain	Anthony

Franco	Heriberto
Franklin	Alana
Frasure-Thomas	Linda
Freeman	Sharmanie
French	Kawana
Frierson-Ntlabati	Constance
Gardner	Jajuan
George	Sharonda and Quincy
Gilmore	Erika
Grant	Kimberly and Timothy
Gray	Earnestine
Green	Theresa
Grith	Marquita
Harmon	Sandra
Hasten	Colleen
Hatch	Gail
Heath	Florence
Henderson	Della and Larry
Hernandez	Mayra
Hines	Santana
Ingram	Richard
James	Sheila
Jenkins	Jamela and Jaleak
Jenkins	Colette
Johnson	Trinilda and Dalano
Jones	Pamela Eidt and Kenneth
Jones	Anquenetta
Jones	Michelle
Jones	Michelle
King	Mae
King	Trevelle
Krivackas	Kiya
Langelier	Gerald
Lappin	Linda
Lawrence	Wanda and Dereck
Lewis	Martha
Love	Phebian Williams and Deonte
Lunn	Rennee Cochran and Charles
Lynn	Paulette Hamilton and Gregory
Martin	Deaundrey Banks and Kimberly
Martin	Jamesha
Mason	Tonya and Anthony
Mayes	Valerie
Mills	Renondo

Miner	Glenda
Ministries	Faithway United
Moore	James and Stephanie
Moore	Arementia
Neely	Christine
Nelson	Jasmine
Odom	Marjorie
Patrick	Daphne and Bruce
Powell	Quawana
Pugh	Jennifer
Pugh	Tiffany
Randle	Catherine
Reed	Shanika
Rhodes	Ayana
Rice	Rodger and Susan
Risby	Christian
Rudd	Beatrice
Saunders-Carter	Lakaiya
Scott	Letita
Shaffer	Arlisa and Colleen
Simmons	Willie
Smith	Natasha
Smith	Tiffany
Smith	Paristine
Stone	Nicole
Stoudamire	Laverne and Laverne
Stults	Jenelle and Ronald
Tate	Jennifer and Raymond
Townes	Rashard
Turner	Tareeda
Turner	Nancy
Turner-Bryant	Nicole
Varner	Ruth and Martin
Vaughn	Kathy
Wardlaw	Norma
Webb	Asha and Armani
Wells	Sharon
Wells	Robert
Weted	Amanda
Wheatley	Terrance
Wiggins	Jonathan
Williams	Michael
Williams	Jerome and Vanessa
Williams	Peggy

Williams	Roynell
Williams	Keneshia Smith and Andre
Williams-Tait	Mary Smith and Mario
Wilson	Ria and Ken

EXHIBIT 4

CLAIM FORM – A
SEWAGE DISPOSAL SYSTEM EVENT OCCURRING ON OR ABOUT AUGUST 23-25, 2023
GENERAL INSTRUCTIONS

1. **THIS CLAIM FORM-A MUST BE POSTMARKED BY _____ AND MUST BE FULLY COMPLETED, BE SIGNED UNDER OATH, AND MEET ALL REQUIREMENTS OF THE SETTLEMENT AGREEMENT.**

2. You must complete and return this Claim Form-A along with the required supporting documentation to:

Dubin Law, PLLC, 2723 S. State Street, Suite 150, Ann Arbor, Michigan 48104

3. This Claim Form-A is directed to Subclass A Class Members that are listed in Exhibit 2 to the Settlement Agreement.

4. This Claim Form-A is only intended for Subclass A Class Members to seek compensation from the Settlement Fund for their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expenses arising from their August 23-25, 2023 Sewage Disposal System Event claim at their Claimed Address.

5. It is important that you completely read the Long Form Notice that accompanies Claim Form-A. The Long Form Notice contains the definitions of many of the defined terms used in this Claim Form-A. By signing and submitting this Claim Form-A, you will be certifying that you have read the Long Form Notice, including the terms of the Releases described therein and provided for herein.

You must submit Claim Form-A to be eligible to obtain payment in the Settlement for your August 23-25, 2023 Sewage Disposal System Event claim.

If you do not submit Claim Form-A, you will not get paid.

The information you provided was used to calculate your itemized values for your claim arising from the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023.

If you intend to claim additional damages, you must follow the instructions outlined in Claim Form-A. Even if you **do not** intend to claim additional damages, you still need to complete and return the Claim Form-A no later than _____.

6. You may only seek compensation if you are a member of the Class and if you complete and return this form as specified below. If you fail to file a timely and otherwise non-deficient Claim Form-A, your Claim Form may be rejected, and you may be precluded from receiving any distribution from the Settlement Fund.

7. Submission of this Claim Form-A does not guarantee that you will share in the Settlement Fund. The distribution of the Settlement Fund is governed by the Settlement Agreement, if approved by the Court, or such other allocation plan as the Court approves.

8. You are required to submit genuine and sufficient documentation in response to the requests contained in this Claim Form-A. Please keep a copy of all documents that you send to Class Counsel. Any documents you submit with your Claim Form-A cannot be returned.

9. Type or print legibly in black or blue ink.

10. The following definitions related to the Settlement Agreement are relevant to completing Claim Form-A:

a. "**Class Counsel**" shall mean the law firm of Dubin Law, PLLC.

b. "**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 the Incident. 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.

c. "**Financial Reimbursement**" shall mean the payment received by or paid on behalf of the Class Members 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 Incident at the Claimed Address.

d. "**Incident**" is the August 23-25, 2023 flooding in the City of Detroit or City of Grosse Pointe, Michigan.

e. "**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.

f. "**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.

g. "**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.

h. "**Out of Pocket Expense"** shall mean the actual cost expended by a Class Member in repairing, reconstructing, cleaning, and/or sanitizing a Class Member's Real Property and/or Personal Property damaged as a result of the Incident, at the Claimed Address. For Class Members whose claim is based upon the right of subrogation, "Out of Pocket Expenses" shall mean the amount paid by that Class Member to their insured for Real Property Damages, Personal Property Damages and/or Out of Pocket Expenses caused by the invasion of sewage and/or water into the insured's Real Property located within the City of Detroit or City of Grosse Pointe on or about the date of the Incident. Out of Pocket Expenses do not include any claim for noneconomic damages as defined by MCL 691.1416(f).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.

i. "**Personal Property**" means all property that is not real property and can be moved from one location to another.

j. "**Personal Property Damage**" means Personal Property that was physically damaged and/or sustained loss by the Incident. 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 item's Fair Market Value. Personal Property Damage does not include any Personal Property that was damaged or destroyed by overland flooding of stormwater onto Real Property.

k. "**Real Property"** means the land itself, with all things contained therein, and also all buildings, structures and improvements, and other permanent fixtures thereon including but not limited to drywall, paneling, carpeting, and tiling.

l. "**Real Property Damage**" means the Real Property that was physically damaged by the Incident. The monetary value of the Real Property Damage shall be strictly limited to the lesser of either the estimated and/or actual cost to repair the Real Property Damage in order to return the Real Property to its condition that existed immediately prior to the Incident. 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, the lost or diminished value of the Real Property, loss of use or enjoyment or business interruption of the Real Property.

m. **“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 and relating to the Incident.

Claimant Identity

Claimant Name(s): **[insert information]**

Mailing Address: **[insert information]**

Claimed Address: **[insert information]**

Email Address: **[insert information]**

Phone Number: **[insert information]**

If any of the above information is incorrect or has changed, please provide the changes here:

Your Full Name (please print)	Your Spouse's Full Name (please print)
Mailing address	Email Address
City, State Zip	( ) Daytime telephone number
Claimed Address	

Please state the reason for the changes/corrections:

Proof of Identification Documentation

For each claimant, you must attach a copy of <u>one</u> of the following to your Claim Form-A:

* A 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 an 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.

Damage and Financial Reimbursement for the Claimed Sewage Disposal System Event Occurring On or About August 23-25, 2023

1. Based upon the documentation you provided Class Counsel, it was determined that you claimed the following damages for the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023:

Personal Property Damage	**$[insert]**
Real Property Damage	**$[insert]**
Out of Pocket Expense	**$[insert]**
Financial Reimbursement	**$[insert]**
Total Approved Claim Amount	**$[insert]**

2. Did you sustain any damages from the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023, that were not included in the above valuation that you want to add to this Claim Form-A? ☐ Yes ☐ No

   If your answer is no, then you can skip to the inquiry related to Financial Reimbursement.

   If your answer is yes, then provide the following for each category of damage that you are providing supplemental information on:

If you are supplementing your Personal Property Damage:

a. You must include an Itemized Personal Property List of all supplemental Personal Property Damage on a separate sheet of paper and return it with your Claim Form-A. The list must include for each supplemental Personal Property item a brief description of it and its estimated Fair Market Value.

b. You *must also* include reasonable evidence of your Personal Property Damage for each item on your Itemized Personal Property List in the form of receipts, invoices, photographs, video or other similar types of evidence.

If you are supplementing your Out of Pocket Expense:

a. You must include an Itemized Out of Pocket Expense List of all supplemental Out of Pocket Expense on a separate sheet of paper and return it with your Claim Form-A. The list must include a brief description of each supplemental Out of Pocket Expense and costs for the expenditure.

b. You *must also* include reasonable evidence of your Out of Pocket Expense on your Itemized Out of Pocket Expense List in the form of receipts, invoices, or other similar types of evidence.

If you are supplementing your Real Property Damage:

a. You must include an Itemized Real Property List of all supplemental Real Property Damage on a separate sheet of paper and return it with your Claim Form-A.

c. You *must* also include reasonable evidence of your Real Property Damage on your Itemized Real Property Damage List in the form of receipts, invoices, estimates, photographs, video or other similar types of evidence.

3. Did you receive 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 August 23-25, 2023, at the Claimed Address that were not included in the above valuation that you want to add to this Claim Form-A? ☐ Yes ☐ No

If your answer is no, then you can skip to the Claimant Certification.

If your answer is yes, then provide the following for each category of Financial Reimbursement that you are providing supplemental information on:

If you received Financial Reimbursement:

a. If you received Financial Reimbursement for any Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense that is not already listed on this Claim Form, you *must* include documentation detailing the type of reimbursement and the amount received.

b. If documents itemizing any supplemental information relating to Financial Reimbursement received are unavailable following a good faith effort to produce the same, you must make a good faith effort to obtain the documents from the source of the Financial Reimbursement.

c. If you are unable to obtain the documents following these efforts, you must submit a declaration, under penalty of perjury, that contains the information set forth in a. above.

Claimant Certification

By submitting this Claim Form, I declare under penalty of perjury that I am a member of the Settlement Class and that the following statements are true:

I read the Long Form Notice accompanying this Claim Form.

I sustained damage due to the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023, at the Claimed Address (listed above).

All information provided in this Claim Form and its attachments is true and correct.

_____ Date: _____
Your signature

_____ Date: _____
Your Spouse's signature

Your fully completed Claim Form must be postmarked no later than _____
to Class Counsel at the following address:

Dubin Law, PLLC, 2723 S. State Street, Suite 150, Ann Arbor, Michigan 48104

EXHIBIT 5

CLAIM FORM - B
SEWAGE DISPOSAL SYSTEM EVENT OCCURRING ON OR ABOUT AUGUST 23-25, 2023

GENERAL INSTRUCTIONS

1. **THIS CLAIM FORM-B MUST BE POSTMARKED BY _____ AND MUST BE FULLY COMPLETED, BE SIGNED UNDER OATH, AND MEET ALL REQUIREMENTS OF THE SETTLEMENT AGREEMENT.**

2. You must complete and return this Claim Form-B along with the required supporting documentation to:

Dubin Law, PLLC, 2723 S. State Street, Suite 150, Ann Arbor, Michigan 48104

3. This Claim Form-B is directed to Subclass B Class Members that are listed in Exhibit 3 to the Settlement Agreement.

4. This Claim Form-B is only intended for Subclass B Class Members to seek compensation from the Settlement Fund for their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense arising from their August 23-25, 2023 Sewage Disposal System Event claim at the Claimed Address.

5. It is important that you completely read the Long Form Notice that accompanies Claim Form-B. The Long Form Notice contains the definitions of many of the defined terms used in this Claim Form-B. By signing and submitting this Claim Form-B, you will be certifying that you have read the Long Form Notice, including the terms of the Releases described therein and provided for herein.

You must submit Claim Form-B to be eligible to obtain payment in the Settlement for your August 23-25, 2023 Sewage Disposal System Event claim.

If you do not submit Claim Form-B, you will not get paid.

6. IF YOU ARE NOT A CLASS MEMBER OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, FILED A REQUEST FOR EXCLUSION FROM THE CLASS, DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A CLASS MEMBER. THUS, IF YOU FILE A VALID REQUEST FOR EXCLUSION IN A TIMELY MANNER, ANY CLAIM FORM THAT YOU SUBMIT OR THAT MAY BE SUBMITTED ON YOUR BEHALF WILL NOT BE ACCEPTED.

7. You may only seek compensation if you are a member of the Class and if you complete and return this form as specified below. If you fail to file a timely, and otherwise non-deficient Claim Form-B, your Claim Form may be rejected and you may be precluded from receiving any distribution from the Settlement Fund.

8. Submission of this Claim Form-B does not guarantee that you will share in the Settlement Fund. The distribution of the Settlement Fund is governed by the Settlement Agreement, if approved by the Court, or such other allocation plan as the Court approves.

9. You are required to submit genuine and sufficient documentation in response to the requests contained in this Claim Form-B. Please keep a copy of all documents that you send to Class Counsel. Any documents you submit with your Claim Form-B cannot be returned.

10. Type or print legibly in black or blue ink.

11. The following definitions related to the Settlement Agreement are relevant to completing Claim Form-B:

a. "**Class Counsel**" shall mean the law firm of Dubin Law, PLLC.

b. "**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 the Incident. 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.

c. "**Financial Reimbursement**" shall mean the payment received by or paid on behalf of the Class Members 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 Incident at the Claimed Address.

d. "**Incident**" is the August 23-25, 2023 flooding in the City of Detroit or City of Grosse Pointe, Michigan.

e. "**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.

f. "**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.

g. "**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.

h. "**Out of Pocket Expense"** shall mean the actual cost expended by a Class Member in repairing, reconstructing, cleaning, and/or sanitizing a Class Member's Real Property and/or Personal Property damaged as a result of the Incident, at the Claimed Address. For Class Members whose claim is based upon the right of subrogation, "Out of Pocket Expenses" shall mean the amount paid by that Class Member to their insured for Real Property Damages, Personal Property Damages and/or Out of Pocket Expenses caused by the invasion of sewage and/or water into the insured's Real Property located within the City of Detroit or City of Grosse Pointe on or about the date of the Incident. Out of Pocket Expenses do not include any claim for noneconomic damages as defined by MCL 691.1416(f).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.

i. "**Personal Property**" means all property that is not real property and can be moved from one location to another.

j. "**Personal Property Damage**" means Personal Property that was physically damaged and/or sustained loss by the Incident. 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 item's Fair Market Value. Personal Property Damage does not include any Personal Property that was damaged or destroyed by overland flooding of stormwater onto Real Property.

k. "**Real Property"** means the land itself, with all things contained therein, and also all buildings, structures and improvements, and other permanent fixtures thereon including but not limited to drywall, paneling, carpeting, and tiling.

l. "**Real Property Damage**" means the Real Property that was physically damaged by the Incident. The monetary value of the Real Property Damage shall be strictly limited to the lesser of either the estimated and/or actual cost to repair the Real Property Damage in order to return the Real Property to its condition that existed immediately prior to the Incident. 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, the lost or diminished value of the Real Property, loss of use or enjoyment or business interruption of the Real Property.

m. **“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 and relating to the Incident.

Claimant Identity

Your Full Name (please print)	Your Spouse's Full Name (please print)
Mailing Address	Email Address
City, State Zip	( ) Daytime telephone number

Claimed Address

1. Is your mailing address the same address that allegedly sustained the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023? ☐ Yes ☐ No

2. If no, please provide the address of the property that allegedly sustained the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023:

Proof of Identification Documentation

For each claimant, you must attach a copy of <u>one</u> of the following to your Claim Form-B:

* A 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 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.

Personal Property Damage

1. Did you sustain any Personal Property Damage due to the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023? ☐ Yes ☐ No

2. If yes, then:

   a. You must include an Itemized Personal Property List of all Personal Property Damage in Appendix A and return it with your Claim Form-B.

   b. If you claim Personal Property Damage of *$4,000 or less*, you *do not* need to provide supporting documentation.

   c. If you claim Personal Property Damage *greater than $4,000*, you *must* include reasonable evidence of your Personal Property Damage for each item on your Itemized Personal Property List in the form of receipts, invoices, photographs, video, or other similar types of evidence.

Out of Pocket Expenses

1. Did you sustain any Out of Pocket Expenses due to the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023? ☐ Yes ☐ No

2. If yes, then:

   a. You must include an Itemized Out of Pocket Expense List of all Out of Pocket Expenses in Appendix B and return it with your Claim Form-B.

   b. If you claim Out of Pocket Expense of *$3,000 or less*, then you *do not* need to provide supporting documentation.

   c. If you claim Out of Pocket Expense *greater than $3,000*, you *must* also include reasonable evidence of your Out of Pocket Expense for each item on your Itemized Out of Pocket Expense List in the form of receipts, invoices, or other similar types of evidence.

Real Property Damage

1. Did you sustain any Real Property Damage due to the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023? ☐ Yes ☐ No

2. If yes, then:

   a. You must include an Itemized Real Property Damage List of all Real Property Damage in Appendix C and return it with your Claim Form-B.

   b. If you claim Real Property Damage of *$4,000 or less*, then you *do not* need to provide supporting documentation

   c. If you claim Real Property Damage *greater than $4,000*, you *must* include reasonable evidence of your Real Property Damage for each item on your Itemized Real Property Damage List in the form of receipts, invoices, estimates, photographs, video or other similar types of evidence.

Financial Reimbursement

1. Did you receive 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 August 23-25, 2023 at the Claimed Address? ☐ Yes ☐ No

   a. What type of damage was covered? (check all that apply)

      ☐ Personal Property Damage

      ☐ Real Property Damage

      ☐ Out of Pocket Expense

      ☐ Other (describe):_____

   b. State the amount of Financial Reimbursement received by type of damage covered:

      Personal Property Damage: $ _____

      Real Property Damage: $ _____

      Out of Pocket Expense: $ _____

      Other: $ _____

2. Did you receive grant money from FEMA 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 August 23-25, 2023 at the Claimed Address? ☐ Yes ☐ No

   a. State the amount of money received from FEMA, if not covered in response to 1.a. above: **$**_____

You must include information detailing the type and amount of Financial Reimbursement received.

3. If documents itemizing any information relating to Financial Reimbursement received are unavailable following a good faith effort to produce the same, you must make a good faith effort to obtain the documents from the source of the Financial Reimbursement.

4. If you are unable to obtain the documents following these efforts, you must submit a declaration, under penalty of perjury, that contains the information set forth above.

Claimant Certification

By submitting this Claim Form, I declare under penalty of perjury that I am a member of the Settlement Class and that the following statements are true:

I read the Long Form Notice accompanying this Claim Form.

I sustained damage due to the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023 at the Claimed Address (listed above).

All information provided in this Claim Form and its attachments are true and correct.

_____ Date: _____
Your signature

_____ Date: _____
Your Spouse's signature

Your fully completed Claim Form must be postmarked no later than _____
to Class Counsel at the following address:

Dubin Law, PLLC, 2723 S. State Street, Suite 150, Ann Arbor, Michigan 48104

APPENDIX A
ITEMIZED PERSONAL PROPERTY LIST

Brief Description of each item of Personal Property Damage	Estimated Fair Market Value as of August 23-25, 2023
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Grand Total Personal Property Damage	$

If you are claiming Personal Property Damage *greater than $4,000*, you *must* include reasonable evidence of your Personal Property Damage for each item on your Itemized Personal Property Damage List in the form of receipts, invoices, photographs, video or other similar types of evidence.

APPENDIX B
ITEMIZED OUT OF POCKET EXPENSE LIST

Brief Description of each item of Out of Pocket Expense	Expense
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
Grand Total of Out of Pocket Expense	$

If you are claiming Out of Pocket Expense greater *than $3,000*, you *must* also include reasonable evidence of your Out of Pocket Expense for each item on your Itemized Out of Pocket Expense List in the form of receipts, invoices, or other similar types of evidence.

APPENDIX C
ITEMIZED REAL PROPERTY LIST

1. Did you obtain a professional estimate for repairing any of your Real Property Damage? ☐ Yes ☐ No

If Yes, please provide the following information for each such item of Real Property Damage:

Name of Contractor	Brief Description of Real Property Damage	Date of Estimate	Amount of Estimate

2. If you performed the repairs to any of your Real Property Damage, please list all materials purchased, the purchase cost of the materials, and the actual amount you paid to 3rd parties to make the repairs for each such item of Real Property Damage.

Brief Description of Real Property Damage	Description of real property materials purchased for repair and labor conducted by 3rd parties to make the repairs	Amount of Materials and Payment to 3rd Parties
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
		$
	Grand Total of Real Property Damage	$

If you are claiming Real Property Damage *greater than $4,000*, you *must* include reasonable evidence of your Real Property Damage for each item on your Itemized Real Property List in the form of receipts, invoices, estimates, photographs, video or other similar types of documentation.

EXHIBIT 6

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

You may be a Class Member if you are listed in Exhibit 1 to the Settlement Agreement. Please read this Notice carefully, as it affects your legal rights.

Wayne County Circuit Court in the State of Michigan authorized this Notice.
This is not a solicitation from a lawyer.

- A Settlement has been reached to resolve a putative class action lawsuit arising from the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023, in the City of Detroit, Michigan or City of Grosse Pointe, Michigan.
- The Settlement Agreement requires $550,000 to be paid under the terms and conditions of the Settlement Agreement.
- The parties have agreed to settle the lawsuit, and this Notice explains the Settlement Agreement, your rights, the potential available benefits, and how to get them. As a Class Member, you have various options that you may exercise before the Court decides whether to approve the Settlement.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will only be made if the Court finally approves the Settlement and after appeals, if any, are resolved.
- Your legal rights are affected whether you act or don't act. Please read this Notice carefully.

Your Legal Rights and Options in this Settlement	
SUBMIT A CLAIM FORM	The only way to get benefits. You must file an appropriate Claim Form no later than _____.
EXCLUDE YOURSELF	If you exclude yourself, you will **no longer** be a Class Member. This means you will not be eligible for the benefits or relief in the Settlement. It also means that Class Counsel will not be representing you, and there are statutes of limitations that may bar your individual claim(s). To exclude yourself, you must follow the procedures outlined in paragraph 11 below. You must request exclusion no later than _____. Any Class Member who chooses to be excluded from the Settlement shall have their claims in the lawsuits dismissed without prejudice and without costs or attorney's fees to any party.
OBJECT	Write to the Court about why you do not like the Settlement. You must follow the procedures outlined in paragraph 12 below. You must also file your written objections no later than _____. This is the deadline to file an objection to the Settlement. This is **not** the deadline to file an objection to your approved claim amount determination under the Settlement. That process is described below in paragraph 7.
DO NOTHING	You receive no benefits. You also give up your right to sue the City of Detroit and Great Lakes Water Authority about the legal claims asserted in the lawsuit, which are the subject of this Settlement.

1. **WHAT IS THIS NOTICE ABOUT:** This Notice is to inform you of the proposed Settlement of a putative class action lawsuit pending in Wayne County Circuit Court, Michigan.

   This Notice is given by Order of the Honorable Kathleen M. McCarthy, Wayne County Circuit Court Judge. It summarizes your rights as set forth in the Settlement Agreement.

   The Court directed this Notice to be sent to you because it is claimed you may have previously filed a Written Notice of Claim, pursuant to MCL 691.1419, regarding a claimed Sewage Disposal System Event occurring on or about August 23-25, 2023, in the City of Detroit, Michigan or City of Grosse Pointe, Michigan. If you are listed on Exhibit 1 to the Settlement Agreement, you may be a Class Member. If you are a Class Member, the Settlement will affect your rights. You have choices

to make before the Court decides whether or not to approve the Settlement.

2. **WHAT ARE THE LAWSUITS ABOUT:** The Action, *Young, et al. v City of* Detroit, Wayne County Circuit Court Case No. 24-011119-NZ, was filed regarding a claimed Sewage Disposal System Event occurring on or about August 23-25, 2023, in the City of Detroit, Michigan or City of Grosse Pointe, Michigan.

Plaintiff seeks Economic Damages arising from Defendant's design, construction, operation and/or maintenance of sewer systems which allegedly caused the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023.

Defendant has denied and continues to deny all charges of wrongdoing or liability arising out of the allegations and claims asserted in the Action, including towards Plaintiff or any Class Member.

3. **WHY ARE THE CLASS ACTIONS BEING SETTLED:** The Court did not decide in favor of the Plaintiff or the Defendant. Instead, both sides agreed to enter into a Settlement Agreement. The Settlement does not mean that any law was broken or that the Defendant did anything wrong. Defendant denies all legal claims in the Action. The Representative Plaintiff and Class Counsel believe the Settlement is in the best interest of all members of the Settlement Class.

4. **HOW DO I KNOW IF I'M PART OF THE SETTLEMENT:** The Court has decided that the Settlement Class includes any Person listed in Exhibit 1 to the Settlement Agreement who claims a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023 was served on the appropriate governmental agency.

Class Members that are listed on Exhibit 2 to the Settlement Agreement are members of **Subclass A**. Subclass A are Class Members listed on Exhibit 2 that have asserted a Claim arising from the Incident and who provided their August 23-25, 2023 flood Real Property Damages, Personal Property Damages and/or Out of Pocket Expenses itemized values to Class Counsel prior to March 1, 2025.

Class Members that are listed on Exhibit 3 to the Settlement Agreement are members of **Subclass B**. Subclass B are Class Members listed on Exhibit 3 that have asserted a Claim arising from the August 23-25, 2023 Incident and who did not provide their August 23-25, 2023 flood Real Property Damages, Personal Property Damages and/or Out of Pocket Expenses itemized values to Class Counsel prior to March 1, 2025.

If you are not sure whether you are a member of the Settlement Class or a Subclass or have any other questions about the Settlement, please call (734) 821-9279. You can also send your questions to Class Counsel by email (info@dubinlawpllc.com) or by mail at: Dubin Law, PLLC, 2723 S State St, Suite 150, Ann Arbor, MI 48104.

5. **SUMMARY OF THE SETTLEMENT:** If the Court approves the Settlement Agreement at or after the final fairness hearing described in Section 13 of this Notice, $550,000 shall be paid under the terms and conditions of the Settlement Agreement.

6. **HOW DO I OBTAIN A PAYMENT:** To seek compensation from the Settlement Fund, you must do the following:

A. **Complete, sign, and date the appropriate Claim Form** (enclosed with these materials). Keep a copy of the completed Claim Form; and

B. **Mail the appropriate Claim Form and your required supporting documentation no later than _____** to the following address: Dubin Law, PLLC, 2723 S. State St., Suite 150, Ann Arbor, MI 48104. The supporting documentation that must be contained with your Claim Form can be found on the Claim Form.

You can also receive Claim Form-A and Claim Form-B by calling 811-382-4600 or sending an email to info@DubinLawPLLC.com. Claim Form-B can also be downloaded at www.DubinLawPLLC.com/Detroit2023.

Each Subclass A Class Member must file with Class Counsel a Claim Form-A to seek compensation for their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense arising from their claimed Sewage Disposal System Event occurring on or about August 23-25, 2023 at the Claimed Address.

Each Subclass B Class Member must file with Class Counsel a Claim Form-B to seek compensation for their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense arising from their claimed Sewage Disposal System Event occurring on or about August 23-25, 2023 at the Claim Address.

The appropriate Claim Form(s) has/have been enclosed with this Notice. If you are not sure that you received the correct

Claim Form(s), then you must contact Class Counsel immediately to obtain the correct Claim Form(s).

If you fail to cause the appropriate Claim Form(s) and any required supporting documentation to be mailed to Class Counsel by the required deadline, you will not get paid. Causing a Claim Form to be mailed late or without required supporting documentation is the same as doing nothing.

7. **HOW ARE PAYMENTS CALCULATED:** The amount of compensation paid to a Class Member will be dependent, in part, on the total amount claimed. Accordingly, the amount a Class Member will receive will not be known until after all Claim Forms have been submitted and assessed under the terms and conditions of the Settlement Agreement.

Class Counsel shall determine the approved claim amount for a Class Member who has submitted an appropriate Claim Form based upon the information contained in the Claim Form(s) and the proof of damage documentation included with their Claim Form submission. The approved claim amount shall be calculated under the terms and conditions of the Settlement Agreement.

Any Class Member who submits a timely and valid Claim Form and who meets the requisite documentation requirements described in the Settlement Agreement shall receive a share of the Settlement Fund under the terms and conditions of the Settlement 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. The Net Settlement Fund is the value of the Settlement Fund after the deduction of the amount awarded to Class Counsel for attorneys' fees, costs, and expenses, and after the deduction of the amount awarded to the Class Representative as Incentive Awards.

8. **HOW LONG WILL IT TAKE TO GET RELIEF UNDER THE SETTLEMENT:** On _____ at _____ am, the Court will hold a hearing via Zoom to decide whether or not to approve the Settlement. The relief provided for by the Settlement may not be implemented until appeals are finished and the Court's order approving the Settlement is upheld.

9. **WHO ARE THE LAWYERS FOR THE CLASS AND HOW WILL THEY BE PAID:** The Court has appointed the following attorneys to represent you and the other Class Members: Dubin Law, PLLC, 2723 S. State St., Suite 150, Ann Arbor, MI 48104 (referred to as "Class Counsel"). You may also contact Class Counsel at (844) 382-4600 or info@DubinLawPLLC.com.

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own cost.

Class Counsel has prosecuted this case on a contingency basis. At the final fairness hearing, Class Counsel will be seeking the approval of the Settlement Agreement and requesting the Court for an award of attorneys' fees, costs, and expenses. Class Counsel will request the Court for an award of attorneys' fees to be calculated on the following basis: 1) 1/3 of the Settlement Fund less costs and expenses. Any award for Class Counsel attorneys' fees, costs, and expenses, will be paid from the Settlement Fund.

10. **WHAT AM I GIVING UP TO STAY IN THE CLASS:** If the settlement becomes final, Class Members who submit an appropriate Claim Form or do nothing at all will be releasing the City of Detroit and Great Lakes Water Authority, including their officers, employees, directors, attorneys, affiliates, predecessors, successors, assigns and insurers from all Claims. This means you will no longer be able to sue the City of Detroit and Great Lakes Water Authority regarding the Claims described in the Settlement Agreement. It also means that all of the Court's orders will apply to you and legally bind you.

11. **HOW DO I REQUEST EXCLUSION FROM THIS SETTLEMENT:** If you are a Class Member and if the Settlement Agreement is approved by the Court, then you will be bound by the terms of the Settlement Agreement unless you file a request to be excluded.

To exclude yourself from the proposed Settlement, you must mail a written request for exclusion to Class Counsel at: Dubin Law, PLLC, 2723 S. State St., Suite 150, Ann Arbor, MI 48104. This request for exclusion must be postmarked no later than _____.

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 in the Settlement Class for purposes of the Settlement.

Any Class Member who chooses to be excluded from the Settlement shall cease to be a Class Member upon the Court's approval of the Settlement Agreement. Any Class Member who chooses to be excluded from the Settlement shall be dismissed without prejudice and without costs or attorney's fees to any party.

12. HOW DO I TELL THE COURT THAT I LIKE OR DISLIKE THE SETTLEMENT: If you are a member of the Class and do not request to be excluded, you can tell the Court you like the Settlement and it should be approved, or that you object to the Settlement or Class Counsel's requests for attorneys' fees, costs, and expenses and class representative Incentive Awards, if you do not like a part of the Settlement. The Court will consider all comments from Class Members.

Class Members desiring to object must file a notice of objection with the Court no later than **_____.** You also must send a copy of the objection to Class Counsel and Defendant's counsel at:

Class Counsel	Defendant's Counsel
Dubin Law, PLLC **2723 S State St, Suite 150** **Ann Arbor, MI 48104**	**Bush Seyferth PLLC** **Attn: Moheeb H. Murray** **100 W Big Beaver Rd, Suite 400** **Troy, MI 48084**

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 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.

If you do not submit a written objection to the Settlement or the application of Class Counsel for Incentive Awards or attorneys' fees, costs, and expenses in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the final fairness hearing and to appeal from any order or judgment of the Court concerning the lawsuits.

Please note that this is the deadline to file an objection to the Settlement. This is **not** the deadline to file an objection to your approved claim amount determination under the Settlement. That process is described above in paragraph 7.

13. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT: The Court will hold a final fairness hearing via Zoom on **_____ at _____ am** at the Wayne County Circuit Court, Coleman A. Young Municipal Center, Two Woodward Avenue, Detroit, MI 48226, Courtroom 913 or as otherwise directed by the Court.

At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel or whether to approve Incentive Awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take for the Court to make its decision.

You do not have to attend the hearing. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense provided you have not excluded yourself from the Settlement. If you send an objection, you do not have to come to Court to talk about it. As long as you timely send your written objection, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

14. WHAT HAPPENS IF I DO NOTHING AT ALL: If you do nothing at all, and are a member of the Class, you will be bound by the Settlement if the Court approves it.

15. **ARE MORE DETAILS ABOUT THE SETTLEMENT AND MY RIGHTS UNDER THE SETTLEMENT AVAILABLE:** This Notice is a summary and does not describe all details of the Settlement. More details are in the Settlement Agreement, including definitions for capitalized terms above. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.dubinlawpllc.com by choosing Select Case Keyword "Detroit 2023 Settlement" from the bottom left-hand menu. You may also contact Class Counsel at (734) 821-9279 or info@dubinlawpllc.com for more details of the lawsuit.

Copies of all pleadings and papers filed in the lawsuit are also available for inspection and copying during regular business hours at the Office of the Clerk of the Court, Wayne County Circuit Court, Michigan.

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ABOUT THIS NOTICE.

Dated: _____, 2025

Honorable Kathleen M. McCarthy

EXHIBIT 7

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

Young, et al. v City of Detroit, Wayne County Circuit Court Case No. 24-011119-NZ

If you are listed in Exhibit 1 to the Settlement Agreement, you may be a Class Member.
Please read this Notice carefully, as it affects your legal rights.

You can also visit or call
www.DubinLawPLLC.com/Detroit2023
2723 S State St, Suite 150, Ann Arbor, MI 48104
Call: (734) 821-9279

A putative class action lawsuit currently pending in the Wayne County Circuit Court involves claims against the City of Detroit, Michigan, and the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023, in the City of Detroit, Michigan or City of Grosse Pointe, Michigan. A Settlement Agreement with Defendant in this lawsuit has been submitted to the Court.

The Settlement Agreement requires $550,000 to be paid by Defendant under the terms and conditions of the Settlement Agreement. The Settlement Agreement also requires Class Counsel to make deposits from the Settlement Fund to the Sewage Disposal Disbursement Fund under the terms and conditions of the Settlement Agreement.

Information on your Legal Rights and Options under the Settlement Agreement	
Who is a Class Member?	A Class Member shall mean, for settlement purposes only and for no other purpose, any Person listed in Exhibit 1 who claims a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023 was served on the appropriate governmental agency.
What was the basis for the lawsuits?	The claimed Sewage Disposal System Event occurred on or about August 23-25, 2023, concerning areas in the City of Detroit, Michigan or City of Grosse Pointe, Michigan.
What benefits does the Settlement Agreement provide?	The Settlement Agreement requires $550,000 to be paid by Defendant under the terms and conditions of the Settlement Agreement.
How can I obtain compensation from the Settlement?	You must timely file an appropriate Claim Form with Class Counsel. This is the only way to get a cash payment. The deadline for filing an appropriate Claim Form is _____.
How do I obtain a Claim Form?	Claim Forms can be obtained by calling (734) 821-9279 or emailing info@DubinLawPLLC.com. Claim Form-B can also be downloaded at _____.
Can I be excluded from	Yes. To opt-out of the Settlement Agreement, you must follow the procedures outlined in the

the lawsuits?	Long Form Notice available on the above website on or before _____. If you do not exclude yourself, you will be bound by the Settlement Agreement.
Can I object to the Settlement Agreement?	Yes. To file objections, you must follow the procedures outlined in the Long Form Notice available on the website below on or before _____. If you do not follow those procedures, your objections will be invalid and ineffective.
What if do nothing?	You will be bound by the terms and conditions of the Settlement Agreement, including being deemed to have released the City of Detroit and Great Lakes Water Authority from any and all Claims.
Scheduled Hearing	The Wayne County Circuit Court, located at 2 Woodward Ave, Detroit, MI 48226, will conduct a hearing via Zoom on whether to approve the Settlement and, if so, will determine what attorneys' fees, costs, and expenses should be awarded to Class Counsel and whether Incentive Awards should be awarded to the Plaintiff/Class Representatives. The Court will hold a final fairness hearing on _____ **at** _____, or as otherwise directed by the Court.

This is only a PARTIAL summary of the Settlement. Before deciding what action you will take, if any, it is important that you immediately review the Long Form Notice on the internet at: www.DubinLawPLLC.com/Detroit2023. More details are in the Settlement Agreement, including definitions for capitalized terms above. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.dubinlawpllc.com by choosing Select Case Keyword "Detroit 2023 Settlement" from the bottom left-hand menu. You may also contact Class Counsel at (734) 821-9279 or info@dubinlawpllc.com for more details of the lawsuit.

The Long Form Notice more fully explains the Settlement Agreement and the deadlines and procedures for you to object to the Settlement or exclude yourself from the Settlement if you desire to do so. To have a copy of the Long Form Notice mailed to you, you can call Class Counsel at (734) 821-9279.

EXHIBIT 8

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

DEONTE YOUNG,

Plaintiff,

Case No. 24-011119-NZ
Hon. Kathleen M. McCarthy

v.

CITY OF DETROIT,

Defendant.

David R. Dubin (P52521)
Arthur N. Dore (P83399)
DUBIN LAW PLLC
2723 S. State Street, Suite 150
Ann Arbor, MI 48104
(734) 821-9279
david.dubin@dubinlawpllc.com
arthur.dore@dubinlawpllc.com
Attorneys for Plaintiff

Moheeb H. Murray (P63893)
Mahde Y. Abdallah (P80121)
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100 W. Big Beaver Road, Suite 400
Troy, MI 48084
T/F: (248) 822-7800
murray@bsplaw.com
abdallah@bsplaw.com
gonzalez@bsplaw.com
Attorneys for Defendant

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT, APPROVING PROCEDURE AND FORM OF NOTICE, AND SCHEDULING FINAL FAIRNESS HEARING

At a session of Court held in the City of Detroit,
County of Wayne, State of Michigan,
on: _____

PRESENT: Honorable Kathleen M. McCarthy
Circuit Court Judge

This matter having come before the Court on Plaintiff's Motion for Preliminary Approval of Class Action Settlement ("Motion"), as set forth in the Settlement Agreement, due and adequate notice having been given, and the Court having fully considered the briefs and being duly advised in the premises and good cause appearing therefore, the Court hereby grants the Motion as set forth in this Order Preliminarily Approving Class Action Settlement, Approving Procedure and Form

of Notice, and Scheduling Final Fairness Hearing ("Order"). Terms and phrases in this Order shall have the same meaning as in the Settlement Agreement.

IT IS HEREBY ORDERED:

1. The Court has jurisdiction over the parties to, and the subject matter of, the Action.

2. The Court has reviewed the Settlement Agreement and the files, records, and proceedings to date in the Action. The Court finds that: (a) the Settlement Agreement is within the range of possible final approval as fair, reasonable, and adequate; (b) the Settlement Agreement is the result of arms-length negotiations between experienced attorneys familiar with the legal and factual issues of the Actions; (c) all Class Members appear to have been treated fairly under the Settlement Agreement; and (d) the Settlement Agreement is sufficient to warrant Notice thereof to the Class and the final fairness hearing described below. Accordingly, the Motion is granted.

3. For purposes of settlement only, the Court conditionally certifies the Class pursuant to MCR 3.501. In accordance with the Settlement Agreement, the Class is certified for settlement purposes only, to be 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 August 23-25, 2023, that was served on the appropriate governmental agency.

4. In accordance with the Settlement Agreement, the Court sets forth the following subclasses for settlement purposes only and for no other purpose:

   a. "Subclass A" consists of those Class Members listed on Exhibit 2 that have asserted a Claim arising from the Incident and who provided their August 23-25, 2023 flood Real Property Damages, Personal Property Damages and/or Out of Pocket Expenses itemized values to Class Counsel prior to March 1, 2025.

b. "Subclass B" consists of those Class Members listed on Exhibit 3 that have asserted a Claim arising from the Incident and who did not provide their August 23-25, 2023 flood Real Property Damages, Personal Property Damages and/or Out of Pocket Expenses itemized values to Class Counsel prior to March 1, 2025.

5. For settlement purposes only, the Court finds that there are questions of law or fact that are common to the Class that predominate over questions affecting only individual Class Members in that the claims in the Actions all relate to alleged design, construction, operation, and/or maintenance of sewer systems which allegedly caused the claimed Sewage Disposal System Event occurring on or about August 23-25, 2023. Moreover, the Parties have agreed to, among other things, a claims procedure that allows for a monetary distribution to Class Members who submit a timely and valid claim as more fully described in the Settlement Agreement. Thus, all members of the Settlement Class have a shared interest in this matter and in the approval of this Settlement.

6. For settlement purposes only, the Court finds that the claim of Deonte Young is typical of the Class Members' claims and that he will fairly and adequately assert and protect the interests of the Class.

7. For settlement purposes only, the Court finds that Class Counsel is adequate to serve as Class Counsel.

8. For settlement purposes only, certification of the Class is superior to other available methods of adjudication in promoting the convenient administration of justice.

9. Accordingly, Deonte Young is hereby appointed as Class Representative and his counsel of record, David R. Dubin, Dubin Law, PLLC, is appointed as counsel for the Class.

10. The Court finds that Class Counsel shall cause to be submitted to Class Members via First Class Mail the Long Form Notice, in the form attached as Exhibit 6 to the Settlement Agreement without material alteration, and Class Counsel shall cause to be submitted the Email Notice to Class Members who have previously submitted a valid email address to Class Counsel, in the form attached as Exhibit 7 to the Settlement Agreement without material alteration. Class Counsel shall also cause the Long Form Notice, the Settlement Agreement, and Claim Form-B to be posted on the website www.DubinLawPLLC.com. The Court finds that the Notice Plan is reasonable and the best practicable notice under the circumstances to members of the Settlement Class, and complies fully with the provisions set forth in MCR 3.501, all substantive and procedural due process rights guaranteed by the United States Constitution, and any other applicable law. The Court also finds that the Notice Plan is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Actions; the terms of the Settlement; their rights under the Settlement, including, but not limited to, the right to object to the Settlement, opt out of the Settlement, and/or receive a share of the Settlement Fund, and the procedure for doing so; and the date and location of the final fairness hearing. Accordingly, the Notice and Notice Plan set forth in the Settlement Agreement are approved.

11. Consistent with the Settlement Agreement, including its Exhibit 8, no later than seven (7) days before the final fairness hearing, Class Counsel shall file with the Court one or more affidavits stating that, in accordance with the terms of this Order, Notice was distributed consistent with the terms and conditions of the Settlement Agreement including, but not limited to, the timing requirements applicable to Notice under the Settlement Agreement.

12. 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 30 days from the entry of this Order. 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 receipt of any exclusion request, the Class Counsel shall provide a copy of all such requests for exclusion to Defendant's counsel promptly and contemporaneously. Any Class Member who chooses to be excluded from the Settlement as set forth in Paragraph 9 of the Settlement Agreement 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 shall be dismissed without prejudice from the Actions, as applicable, and without costs or attorney's fees to any party.

13. Any Class Member who chooses not to be excluded from the Settlement may submit an objection to the Settlement Agreement and/or to the Class Counsel's motion for an award of attorney's fees, costs and expenses. Any Class Members 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 entry of this Order. 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.

14. To be eligible to participate in the distribution of the Settlement Fund, a Class Member must submit a timely and valid Claim Form to Class Counsel as more fully described in the Settlement Agreement. The Claim Form must be postmarked no later than 45 days from the entry of this Order.

15. Papers in support of final approval of the Settlement Agreement and fee award, along with the response to any objections, shall be filed with the Court no later than seven (7) days before the final fairness hearing.

16. A final fairness hearing is set for this matter on _____ via Zoom.

17. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice, and other exhibits that the Parties jointly agree are reasonable or necessary.

18. This Court expressly reserves the right to adjourn the final fairness hearing from time to time without further notice and to approve the Settlement Agreement at or after the final fairness hearing.

19. This is not a final order and does not close the Action.

SO ORDERED:

_____
Honorable Kathleen M. McCarthy
Wayne County Circuit Court Judge

Dated: _____, 2025

EXHIBIT 9

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

DEONTE YOUNG,

Plaintiff,

Case No. 24-011119-NZ
Hon. Kathleen M. McCarthy

v.

CITY OF DETROIT,

Defendant.

David R. Dubin (P52521)
Arthur N. Dore (P83399)
DUBIN LAW PLLC
2723 S. State Street, Suite 150
Ann Arbor, MI 48104
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david.dubin@dubinlawpllc.com
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abdallah@bsplaw.com
gonzalez@bsplaw.com
Attorneys for Defendant

ORDER APPROVING SETTLEMENT AGREEMENT, AWARDING ATTORNEYS' FEES TO CLASS COUNSEL, AND ENTERING THE FINAL JUDGMENT ORDER

At a session of Court held in the City of Detroit,
County of Wayne, State of Michigan,
on: _____

PRESENT: Honorable Kathleen M. McCarthy
Circuit Court Judge

This matter having come before the Court on the Plaintiff's Motion for Final Approval of the Class Action Settlement Agreement ("Motion"), as set forth in the Settlement Agreement, due and adequate notice having been given, and the Court having fully considered the briefs and being duly advised in the premises and good cause appearing therefore, the Court hereby grants the Motion as set forth in this Order Approving Settlement Agreement, Awarding Attorneys' Fees to Class Counsel, and entering Final Judgment Order ("Order"). Terms and phrases in this Order

shall have the same meaning as in the Settlement Agreement.

IT IS HEREBY ORDERED:

1. Appointed counsel for the class is David R. Dubin, Dubin Law, PLLC, 2723 S. State St, Suite 150, Ann Arbor, MI 48104.

2. "Class" shall mean, for settlement purposes only and for no other purpose, those persons or entities listed in Exhibit 1, all of whom who submitted a statutory notice of claim under MCL 691.1419 to the City of Detroit ("Defendant") and/or the Great Lakes Water Authority ("GLWA") regarding the August 23-25, 2023 flooding in the City of Detroit or City of Grosse Pointe, Michigan.

3. No Class Member has sought to be excluded from the Settlement, and no objections to the Settlement have been filed with the Court by any Class Member.

4. Subject to the Court's approval pursuant to Michigan law, Class Counsel and Defendant have reached an agreement to settle and resolve the Action pursuant to the terms and conditions of the Settlement Agreement. The Court has jurisdiction over the parties to, and the subject matter of, the Action.

5. The Settlement Agreement requires Five Hundred and Fifty Thousand Dollars ($550,000) to be paid under the terms and conditions of the Settlement Agreement. The Settlement Fund shall be distributed as follows:

A. Class Counsel shall receive reimbursement for their reasonable attorneys' fees, costs, and expenses for their efforts in the protection and advancement of the interests of the Class. Class Counsel shall receive 1/3 of the Settlement Fund following the subtraction of litigation costs and expenses as reasonable attorneys' fees as determined by the Court at the hearing in this matter held on _____. Class Counsel's request for litigation costs and expenses in the amount of $_____ is approved.

B. As further detailed in the Settlement Agreement, to be eligible to participate in the distribution of the Settlement Fund, a Class Member must submit a timely and valid Claim Form to Class Counsel as more

fully described in the Settlement Agreement. The Claim Form with any required supporting documentation must have been postmarked no later than 45 days from the entry of the Order Preliminarily Approving Class Action Settlement, Approving Procedure and Form of Notice, and Scheduling Final Fairness Hearing ("Preliminary Approval Order"). After the amount of all claims has been established, Class Counsel shall pay all such claims in accordance with the terms and conditions of the Settlement Agreement.

C. The Class Representative shall receive $1,000 as Incentive Award for his services on behalf of the Class.

6. Consistent with the above, this Settlement Agreement does not result in the existence of Residual Funds as defined by MCR 3.501(D)(6). The Settlement Fund, including any interest, will be disbursed under the terms of the Settlement Agreement to Class Counsel for attorneys' fees, costs, and expenses, disbursed to the Class Representative as an Incentive Award, disbursed to Class Members consistent with the terms and conditions of the Settlement Agreement, or used by the City of Detroit for the operation, maintenance, and administration of its respective sewage system.

7. Upon due consideration of the Class Counsel's Motion for Preliminary Approval of Class Action Settlement, the Court determined a sufficient basis for concluding preliminarily that the Settlement Agreement was fair, adequate, and reasonable. Without the Settlement Agreement, the Class would face significant risks involved in litigation. The Court accordingly entered its Preliminary Approval Order.

8. The Preliminary Approval Order provided that a final fairness hearing would be held to determine whether the Settlement Agreement should be finally approved by the Court as fair, adequate, and reasonable; to determine whether the distribution of the Settlement Fund as set forth in the Settlement Agreement should be approved; and to determine the other matters arising under the Settlement Agreement and MCR 3.501. The Preliminary Approval Order directed that Class Counsel cause to be submitted to the Class, via First Class Mail, the Long Form Notice, and

that the Long Form Notice, the Settlement Agreement, and Claim Form-B be posted on the website www.DubinLawPLLC.com. The Preliminary Approval Order also directed that Class Counsel cause to be submitted Email Notice to the Class who have previously submitted a valid email address to Class Counsel.

9. Class Counsel has filed with the Court an affidavit confirming that Notice was distributed pursuant to and in compliance with the Preliminary Approval Order. The final fairness hearing was convened as scheduled on _____.

10. The Court finds that the Notice Plan afforded adequate protections to the Class and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of the Class. The Court further finds that the Notice was reasonable and the best practicable notice under the circumstances, and satisfied all of the requirements of MCR 3.501, all substantive and procedural due process rights guaranteed by the United States Constitution, and any other applicable law. The Court finds that Notice of the Settlement was given to the Class in accordance with the Preliminary Approval Order.

11. The Court has reviewed the steps and procedures taken pursuant to and in compliance with the Preliminary Approval Order, has conducted the final fairness hearing, and has given due consideration to all submissions filed or presented on Class Counsel's Motion, including submissions received during the course of the final fairness hearing.

12. The Court finds that the Settlement, upon the terms and conditions set forth in the parties' Settlement Agreement, attached as Exhibit A to the Motion, is fair, adequate, and reasonable. The Court accordingly grants final approval of the Settlement Agreement in accordance with the terms and conditions, without modification, of the Settlement Agreement, which is incorporated herein, and orders that the Settlement Agreement be consummated according to its terms and conditions and as prescribed therein.

13. The Court approves and orders the payment of reasonable attorneys' fees to Class Counsel in the amount of 1/3 of the Settlement Fund less costs and expenses, as provided by the terms and conditions of the Settlement Agreement. The Settlement Agreement was a result of arms-length settlement negotiations. Class Counsel has at all times pursued the best interests of the Class, and the Settlement Agreement secures benefits for the Class. The proposed distribution to Class Counsel is fair and reasonable in light of all of the factors, including the time and labor required; the novelty, difficulty, and complexity of the issues; the skill required to perform the legal services properly; the fees customarily awarded for similar services; the fact that the fee was contingent; the amount in controversy; and the results obtained on behalf of the Class.

14. The Releases in the Settlement Agreement are incorporated herein, including without limitation, the following: 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 the Defendant and GLWA, in any and every capacity, and their City Council Members, Board Members, executives, employees, directors, attorneys, affiliates, predecessors, successors, assigns and insurers, for and of 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 may have been or may be asserted by or on behalf of any person or entity, including, without limitation, cross claims, counterclaims, third party claims, rights, requests, lawsuits, administrative proceedings, notices, counts, judgments, executions, attachments, debts, actions, arbitrations, rights, damages, costs, 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 or any other statutory, regulatory, administrative or common law 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, damages and forms of relief alleged in the Action, which could have been brought or joined in the Action, or which are related in any way to the Action or the Incident. The Class Representatives, and each Class Member who does not opt out of this Settlement, and Class Counsel represent that, as of the date of the Settlement Agreement, each Class Member who does not opt out of this Settlement has 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 and GLWA.

15. Plaintiff, Defendant, GLWA, Class Counsel, and Defendant's counsel are released from any liability in connection with the administration of the Settlement Agreement's terms, the distribution of settlement proceeds, and the procedures, therefore, except for any proven willful misconduct.

16. This case is dismissed with prejudice. This Order constitutes a final and complete adjudication of the Action, and is fully binding on the Plaintiff, Defendant, and the Class. Without affecting the finality of this Order, the Court retains exclusive jurisdiction to determine such matters as may arise under the Settlement Agreement or this Order or during the administration of the Settlement Agreement's terms, which is now finally accepted and approved by the Court, including the interpretation and implementation of the Settlement Agreement and the authority to amend this Order as necessary.

17. The Plaintiffs and members of the Class are forever barred and enjoined from bringing against any of the Released Parties any and all Claims that have been asserted or that could have been asserted in this Action or in any other proceeding of any kind, or that arise out of the Incident, whether individually, derivatively, on behalf of a class, or in any other capacity.

18. There is no just reason for delay, the Court directs entry of judgment by this Order,

and this judgment is final and appealable.

19. This is a final order, resolves the Action, and closes the Action.

SO ORDERED.

_____
Honorable Kathleen M. McCarthy
Wayne County Circuit Court Judge

Dated: _____, 2025

EXHIBIT 10

YOU WILL NOT RECEIVE THIS AMOUNT

Please read this letter carefully.

[date]

Dear [name]:

This letter is to inform you that we have finished reviewing your Claim Form. Before we can determine how much you will receive from the Settlement, we must confirm the amounts claimed in your Claim Form-[A/B]. The amounts that you claimed are listed below:

Financial Reimbursement	$
Personal Property Damage	$
Out of Pocket Expense	$
Real Property Damage	$
Your Approved Claim Amount	**$**

Your Approved Claim Amount was calculated according to the terms and conditions of the Settlement Agreement.

This is NOT the amount that you will receive. **All claims will be paid based on the formula outlined in the Settlement Agreement.** In other words, you will only receive a portion (a percentage) of the Approved Claim Amount listed above. **Your settlement payment will be less than your Approved Claim Amount.**

Your Legal Rights and Options	
If you believe the Approved Claim Amount listed is accurate:	**You do not need to do anything.** These amounts will be used to determine your share of the Settlement Fund. We will not be able to determine how much you will receive until after all Claim Forms have been submitted and assessed under the terms and conditions of the Settlement Agreement.
If you believe that the Approved Claim Amount is NOT accurate:	**You have the right to file an objection.** If you wish to object, you must check the box marked "I object to the calculation of my Approved Claim Amount" that is on the back of this letter, sign where indicated, set forth your reason for the objection and return this letter to the above address. **To be considered, the objection must be postmarked or received by this office by [7 days of this letter].**

If you have any questions or concerns regarding this matter, please do not hesitate to contact my office.

Respectfully,
Dubin Law, PLLC
David R. Dubin

☐ I object to the calculation of my Approved Claim Amount.

Name (please print): _____

Signature: _____

Date: _____

Please set forth all reasons why you object to your Approved Claim Amount:

Your Rights and Process for Objecting to the Determination of your Approved Claim Amount

You have a right to hire counsel at your own expense to represent you in your objection to the Approved Claim Amount.

If you believe that the Approved Claim Amount above does not accurately reflect all of your itemized losses, you have the right to file an objection.

The objection is strictly limited to Class Counsel's calculation of your Personal Property Damage, Real Property Damage, Out of Pocket Expense, and Financial Reimbursement. Any attempt to object 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*.

If you wish to object, you must check the box marked "I object to the calculation of my Approved Claim Amount" that is on the back of the letter sent to you, sign where indicated, set forth your reason for the objection, and return this letter to the above address. **To be considered, the objection must be postmarked or received by this office by [7 days of this letter].**

Within 14 days of receipt of your objection, Class Counsel will contact you in order to resolve your disagreement with the determination of your approved claim amount.

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. You will be notified in writing that your objection has been forwarded to the Mediator.

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 accept or reject the Mediator's Recommendation in writing.

If the Class Member does not issue a written acceptance or rejection of the Mediator's Recommendation within 7 days, 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 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 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 mutually convenient date 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 the Settlement 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 pursuant to the terms and conditions contained in the Settlement Agreement.