

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

**YASAMIN AZIZ, KERRI BINNO,
on behalf of themselves
and all others similarly situated,,**

Plaintiffs,

v.

Case No. 24-206496-NZ
Hon. Kwamé L. Rose

CITY OF BIRMINGHAM,

Defendant.

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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made as of the ___th day of _____, 2025, between the City of Birmingham and the Class Representatives, and the Settlement Class. Under this Agreement, Plaintiffs agree to provide releases to Defendant under the terms and conditions set forth herein, and the Parties further agree to the relief specified herein under the terms and conditions set forth herein.

I. DEFINITIONS AND RECITALS

A. Definitions.

1. “**The Action**” shall mean the putative class action lawsuits seeking Economic Damages for the Claims entitled *Aziz, et al v City of Birmingham, et al.*, Oakland County Circuit Court Case No. 24-206496-NZ.

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

damage claims and forms of relief alleged in the Actions, or alleged to be attributable in any way to the Action arising from the August 23–24, 2023 Sewage Disposal System Event within the City of Birmingham.

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

4. “**Calculation Protocol**” shall mean the methodology for calculating a Class Member’s approved claim amount under the terms and conditions of this Agreement.

5. “**Claimed Address**” shall mean the address of the Real Property where the claimed Sewage Disposal System Event that is the subject of the claimed Written Notice of Claim occurred for Class Members on or about August 23–24, 2023.

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

10. “**Claim Form-A**” shall mean the document contained in Exhibit 6. Claim Form-A shall only be completed by Subclass A Class Members to seek compensation under the Settlement for their alleged Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense arising from their August 23–24, 2023 Sewage Disposal System Event claim at their Claimed Address.

11. **“Claim Form-B”** shall mean the document contained in Exhibit 7. Claim Form-B shall only be completed by Subclass B Class Members to seek compensation under the Settlement for their alleged Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense arising from their August 23–24, 2023 Sewage Disposal System Event claim at their Claimed Address.

12. **“Class”** and/or **“Settlement Class”** and/or **“Class Member”** and/or **“Plaintiffs”** shall mean, for settlement purposes only and for no other purpose, any Person listed in Exhibit 1, who either 1) claims that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on Defendant or 2) claims that they timely notified the City of Birmingham, orally or in writing, they sustained a sewage disposal system event on or about August 23, 2023, and who claim they were not provided written instructions from the City of Birmingham on how to comply with MCL 691.1419(1).

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

14. **“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.

15. “**Class Representatives**” or “**Settlement Class Representatives**” shall mean Yasamin Aziz and Kerri Binno.
16. “**Court**” shall mean the Oakland County Circuit Court, State of Michigan.
17. “**Defendant**” shall mean the City of Birmingham individually and collectively, along with anyone who was, is, or could be claimed to be working on any of their behalf, including its current, former, and future officers, predecessors, successors, directors, agents, employees, attorneys and insurers.
18. “**Defendant’s Counsel**” shall mean the law firm of PLUNKETT COONEY.
19. “**Economic Damages**” shall include, but are not limited to, Real Property Damage, Personal Property Damage and Out of Pocket Expense. Economic Damages do not include noneconomic damages as defined by MCL 691.1416(f).
20. “**Email Notice**” shall have the meaning ascribed to it in Section II.B.1.b) and shall be without material alteration from Exhibit 9.
21. “**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 August 23–24, 2023.

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

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

23. “**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 claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 at the Claimed Address.

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

25. “**Housing Unit**” shall mean a house, an apartment, a mobile home, a group of

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

26. **“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.

27. **“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.

28. **“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.

29. “**Long Form Notice**” shall have the meaning ascribed to it in Section II.B.1.a) and shall be without material alteration from Exhibit 8.

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

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

32. “**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.

33. “**Notice Plan**” shall mean the plan for the dissemination of notice of the Settlement Agreement’s terms and conditions and of certification of the Settlement

Class, to be distributed upon Court order, and to be presented to the Court for its approval.

34. “**Out of Pocket Expense**” shall mean the actual cost expended in repairing, reconstructing, cleaning, and/or sanitizing the Real Property and/or Personal Property that was damaged as a result of the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 at the Claimed Address. For a Class Member whose claim is based upon the right of subrogation, “Out of Pocket Expense” shall mean the amount paid to its insured for Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense caused by the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 at the Claimed Address.

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.

35. “**Parties**” shall mean the Plaintiffs and Defendant as defined in the Agreement.

36. “**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.

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

38. “**Personal Property Damage**” shall mean Personal Property that was physically destroyed by the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 at the Claimed Address.

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

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

floors and floor coverings affixed thereto.

40. “**Real Property Damage**” shall mean the Real Property that was destroyed by the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023, at the Claimed Address. The monetary value of the Real Property Damage shall be strictly limited to the lesser of the estimated and/or actual cost to repair the Real Property destroyed and to return the Real Property to its condition that existed immediately prior to the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023. Real Property Damage does not include any Real Property that was damaged by overland flooding of stormwater onto Real Property. For all Class Members, the monetary value of the Real Property Damage shall not include any other measure of Real Property loss or damage including, but not limited to, lost rental value, diminished market value, loss of use or enjoyment or business interruption.

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

42. “**Settlement Fund**” shall mean the Eight Hundred Thousand Dollars (\$800,000) that is the full amount Defendant agrees to pay pursuant to the terms and conditions of this Settlement Agreement.

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

44. **“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.

45. **“Subclass A” and/or “Subclass A Class Member”** shall mean, for settlement purposes only and for no other purpose, any Class Members listed on Exhibit _ who claim that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on the Defendant and who had provided itemized values of their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense to Class Counsel prior to October 31, 2025.

46. **“Subclass B” and/or “Subclass B Class Member”** shall mean, for settlement purposes only and for no other purpose, any Class Members listed on Exhibit _ who claim that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on the

Defendant and who had not provided itemized values of their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense to Class Counsel prior to October 31, 2025.

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

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

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

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.

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

B. Recitals.

1. In the Action, Plaintiffs seek Economic Damages arising from the Defendant's alleged design, construction, operation and/or maintenance of sewer systems which allegedly caused the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023.

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

3. Plaintiffs and Defendant agree that this Agreement and the settlement reflected herein is a compromise and settlement of disputed claims, and that neither

the Settlement, this Agreement, the Releases, nor any consideration therefore, nor any actions taken by the Parties to carry out the terms of this Agreement, are intended to be nor may they be deemed or construed to be, an admission or concession of liability or of the validity of any Claims or of any point of law or fact (including but not limited to the propriety of class certification) on the part of any of the Parties, and this Agreement shall not be deemed or construed to be an admission or evidence for any purpose. For example, the Agreement shall not be deemed or construed as an admission or evidence of any violation of any statute or law or of any liability or wrongdoing by Defendant.

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

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

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

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

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

II. SETTLEMENT TERMS AND CONDITIONS

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

The Settlement Class is defined as:

Any Person listed in Exhibit 1 who either 1) claims that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on Defendant or 2) claims that they timely notified the City of Birmingham, orally or in writing, they sustained a sewage disposal system event on or about August 23, 2023, and who claim they were not provided written

instructions from the City of Birmingham on how to comply with MCL 691.1419(1).

A. Settlement Process.

1. The Parties agree to recommend the approval of this Settlement Agreement by the Court. The Parties further agree to undertake in good faith their best efforts, including all steps and efforts contemplated by this Settlement Agreement, and any other necessary or appropriate efforts, by order of the Court or otherwise, to carry out the terms and conditions of this Settlement Agreement in order to comply with each party's own obligations under the terms of this Settlement Agreement. The Parties also agree that they will neither take nor instigate any activity contrary to or inconsistent with their commitment to seek prompt approval and implementation of the Settlement. Class Counsel agrees that it recommend the settlement to any potential class members, and will not take any steps to purposefully or influence any class members to opt out of the class settlement. Class Counsel attests that, at the time of signing of this Settlement Agreement, it is not aware of any potential class members who will be opting out of this settlement.

2. Class Counsel shall file a motion for preliminary approval of the Settlement Agreement with the Court, seeking entry of an Order of Preliminary Approval in the form of the order attached as Exhibit 4. Class Counsel shall also file a motion for

approval of the Notice and the Notice Plan. Class Counsel shall also file a motion for the setting of deadlines for objections and exclusion requests and the scheduling of a final fairness hearing at which hearing the Court will decide whether to grant final judgment approval to the Settlement and whether to enter the final judgment. After Notice is approved and the Notice Plan is implemented, Class Counsel shall file a motion for award of attorneys' fees and reimbursement of costs and expenses and the motion for entry of final judgment as contemplated by the Agreement. Supporting papers to be filed in furtherance of this Settlement shall be drafted by Class Counsel in conformity with the provisions of this Agreement, in consultation with and approval of Defendant's Counsel, and subject to Court approval. The Parties and their counsel shall in good faith support the prompt adoption of this Settlement Agreement and the supporting papers filed by the Class Counsel in association therewith and shall undertake any and all efforts that in good faith are necessary and appropriate to ensure the Settlement Agreement's preliminary approval, the implementation of the Notice Plan, and final approval of the Settlement.

B. Notice Plan.

1. Pursuant to MCR 3.501, Class Counsel shall provide Notice of this Settlement

to the Class no later than 14 days after the date upon which the Court enters the Order of Preliminary Approval in the form of the order attached as Exhibit 4. Class Counsel shall cause the appropriate Notice of Proposed Class Settlement to be provided to all members of the Settlement Class as follows:

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

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

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

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

3. Any Class Member shall have the right to object to the terms and conditions of the Settlement, or to “opt out” of the Class as set forth herein and exclude themselves from this Settlement Agreement. It is intended by the Parties that the objection and exclusion request deadline be 45 days from the date the Order of Preliminary Approval in the form of the order attached as Exhibit 4 is entered by the Court and that the final fairness hearing be scheduled within 30 days thereafter.

4. Any Class Member who wishes to be excluded from the Class must mail a written request for exclusion to Class Counsel at the address provided in the Notice. This request for exclusion must be postmarked no later than 45 days from the date the Order of Preliminary Approval in the form of the order attached as Exhibit 4 is entered by the Court, or such other time as the Court may direct. The request to be excluded must be in writing and signed by the Class Member and must contain the following: the Class Member’s full name, address and telephone number

and the Claimed Address; and must specifically contain a stated request for exclusion from the prospective Settlement Class and Settlement. They must also provide proof of identification by including a copy of any government-issued photo identification or an equivalent method of identification. Any Class Member's request for exclusion that does not meet these requirements is deemed invalid and ineffective and the Class Member will be considered included within the Settlement Class for purposes of the Settlement. Upon their receipt of any request for exclusion, the Class Counsel shall provide a copy of all such requests for exclusion to the Defendant's Counsel in a prompt and contemporaneous manner.

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

6. Any Class Member who does not file a timely written request for exclusion, or who files an invalid and ineffective request for exclusion shall be deemed bound by all subsequent proceedings, orders and judgments in the Action, and any, every

and all pending and/or subsequently initiated claims, actions and litigations or proceedings against Defendant shall be dismissed and/or barred.

7. Any Class Member who chooses not to be excluded from the Settlement may register an objection to the Settlement Agreement and/or to the Class Counsel's motion for an award of attorney's fees and costs. Any Class Member desiring to object must file a notice of objection with the Court and serve a copy on Class Counsel and Defendant's Counsel no later than 45 days from the date the Order of Preliminary Approval in the form of the order attached as Exhibit 8 is entered by the Court. Objections must be in writing and signed by the Class Member and must contain the following: the Class Member's full name, address, and telephone number and the Claimed Address; and, must identify with reasonable particularity the basis for the objection and attach all documentation they intend to present to the Court in support of its, his, or her position. The objection must be in the form of a declaration or be in the form of an affidavit duly signed under penalty of perjury before a notary public. If an objection is submitted by someone purporting to represent a Class Member, the objection must have attached sufficient documentation of the person's identity and legal authority to represent the Class Member or the objection is deemed invalid and ineffective. Objections that do not meet the requirements set forth above are deemed invalid and ineffective. Class Counsel and Defendant's counsel reserve

the right to challenge the validity and grounds of any objection.

8. Any Class Member who does not file a timely notice of objection or whose objection is deemed invalid and/or ineffective in accordance with Section II.B.7. waives and forfeits any and all rights they may have to object to the Agreement and shall be bound by all the terms and conditions of the Agreement and by all proceedings, orders and judgments in the Action and shall be forever barred from making any objection to this Agreement. Any Class Member who objects to this Agreement shall remain a Class Member and is deemed to have voluntarily waived their rights to pursue an independent remedy against Defendant and, if this Agreement is approved, shall be forever bound by the Releases and the Court's Final Approval Order. To the extent any Class Member objects to this Agreement, and such objection is overruled in whole or in part, such Settlement Class Member shall be forever bound by the Releases and the Court's Final Approval Order.

C. Final Approval Order.

If the Court approves this Settlement Agreement following the final fairness hearing, then Class Counsel shall seek entry of a Final Approval Order in the form of the order attached as Exhibit 5 from the Court. The Final Approval Order will:

1. determine that the Defendant and all Class Members have submitted to the jurisdiction of the Court for purposes of the Settlement, that the Court has personal jurisdiction over the Parties and all Class Members and that the Court has subject matter jurisdiction to approve the Settlement Agreement;

2. find that the Notice Plan (i) constitutes reasonable and the best practicable notice under the circumstances; (ii) is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, the terms of the Settlement, the right to object to or exclude themselves from the Settlement, and to appear at the final fairness hearing; (iii) constitutes due, adequate, and sufficient Notice to all Persons entitled to receive Notice; and (iv) meets the requirements of due process, and any other applicable rules;

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

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

5. determine that there is no just reason for delay and direct that the judgment shall be final and appealable;
6. incorporate the Releases (i) provided by any Class Member to the Defendant for the Claims; and
8. find that Class Members are bound by the Final Approval Order.

D. Finality.

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

2. 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 its 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.

E. Administration of Relief.

1. In consideration for the Releases provided in Section II.H. of this Settlement Agreement and for other good and valuable consideration, the Defendant shall pay to Plaintiffs and Plaintiffs’ attorney in the Litigation, the total amount of Eight Hundred Thousand Dollars (\$800,000) (“Settlement Consideration”) as full and final consideration to be paid as follows:

2. Class Counsel shall be responsible for making payments to each Class Member Claimant from the Birmingham Settlement Account in accord with terms and conditions of this Agreement, including based upon the claim procedure described in Section II.F. below. Each such payment will be made by check and must be cashed within 180 days after issuance. A check issued under this Paragraph

shall be deemed expired and invalid under the terms and conditions of this Agreement 180 days after issuance, and Class Counsel must take all necessary steps required to have each check voided that is not cashed within 180 days after issuance (e.g. cause a stop payment order to be placed on any such check). Any interest accrued on the Birmingham Settlement Account, subject to the terms and conditions of this Agreement, shall be distributed by Class Counsel to each Class Member Claimant according to the same formula used to distribute the principal of the Settlement Fund.

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

F. Claims Procedure.

1. A Class Member must cause the appropriate Claim Form with any required

supporting documentation to be mailed to Class Counsel at the address provided in the Claim Form and the mailing must be postmarked no later than 60 days from the date the Order of Preliminary Approval in the form of the order attached as Exhibit 4 is entered by the Court.

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

a) A completed Claim Form-A.

b) Proof of Identification. Each Subclass A Class Member must attach a copy of any government-issued photo identification or an equivalent method of identification to establish their identity and current address. If a Claim Form-A is filed on behalf of a corporation or entity who is a Subclass A Class Member, then documentation must be filed to establish the authority to file the Claim Form-A on behalf of the Subclass A Class Member along with the signor's government issued photo identification or 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 Sewage Disposal System Event occurring on or about August 23–24, 2023 at the Claimed Address which is not already listed on their Claim Form-A, then they must attach documentation detailing the type of reimbursement and the amount received. If documents itemizing the above-referenced information are unavailable following a good faith effort to produce the same, then a Subclass A Class Member must make a good faith effort to obtain the documents from the source of the Financial Reimbursement. If the Subclass A Class Member is still unable to obtain the documents following these efforts, then they must submit a declaration, under penalty of perjury, that contains the above information.

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

a) A completed Claim Form-B.

b) Proof of Identification. Each Subclass B Class Member must attach a copy of any government-issued photo identification or an equivalent method of identification to establish their identity and current address. If a Claim Form-B is

filed on behalf of a corporation or entity who is a Subclass B Class Member, then documentation must be filed to establish the authority to file the Claim Form-B on behalf of the Subclass B Class Member along with the signor's government issued photo identification or 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 Sewage Disposal System Event occurring on or about August 23–24, 2023 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.

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

receipt of the Claim Form. The notification of the deficiency will be sent to the Class Member within 21 business days from the receipt of the Claim Form by Class Counsel;

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

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

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

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

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

- b) The Class Member seeks damages that are not covered by the terms and conditions of the Settlement Agreement;
- c) Failure to fully complete and/or sign the Claim Form;
- d) Illegible Claim Form;
- e) More than one Claim Form is submitted by persons who reside in the same Household;
- f) The Claim Form is fraudulent;
- g) The Claim Form is duplicative of another Claim Form;
- h) The person submitting the Claim Form is not a Class Member;
- i) The person submitting the Claim Form is requesting that funds be paid to a person or entity that is not the Class Member for whom the Claim Form is submitted;
- j) Failure to submit a Claim Form timely; and/or

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

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

a) Subclass A

1) Supplemental Personal Property Damage: If a Subclass A Class Member supplements their Personal Property Damage values in their Claim Form-A, then they must include an Itemized Personal Property List of all supplemental Personal Property Damage with their Claim Form-A and must also provide reasonable evidence of their Personal Property Damage for each item on their Itemized Personal Property List. The portion of the Subclass A

Class Member's supplemental Personal Property Damage that is not on their Itemized Personal Property List and/or does not provide reasonable evidence of their Personal Property Damage shall not be considered in the calculation of the Subclass A Class Member's approved claim amount.

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

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

b) Subclass B

1) Personal Property Damage:

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

amount.

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

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

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

Class Member's Personal Property Damage values that are not on their Itemized Personal Property List or \$500.

iii. If the total amount of the Itemized Personal Property List is greater than \$3,500 but less than or equal to \$4,000, then the entire Class Member's Personal Property Damage value shall be limited to no more than the total amount of the Itemized Personal Property List in the calculation of the Subclass B Class Member's approved claim amount. The portion of the Class Member's Personal Property Damage values that are not on their Itemized Personal Property List shall not be considered in the calculation of the Subclass B Class Member's approved claim amount.

iv. If the total amount of the Itemized Personal Property List is greater than \$4,000 and the Class Member has provided reasonable evidence of their Personal Property Damage for each item on their Itemized Personal Property List, then the calculation of the Subclass B Class Member's Personal Property Damage

value in their approved claim amount shall be limited to their Itemized Personal Property List. The portion of the Class Member's Personal Property Damage value that is not on their Itemized Personal Property List shall not be considered in the calculation of the Subclass B Class Member's approved claim amount.

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

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

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

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

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

iv. If the total amount of the Itemized Out of Pocket Expense List is greater than \$3,000 and the Class Member has provided reasonable evidence of their Out of Pocket Expense for each item on their Itemized Out of Pocket Expense List, then the calculation of the Subclass B Class Member's Out of Pocket Expense value in their approved claim amount shall be limited to their Itemized Out of Pocket Expense List. The portion of the Class Member's Out of Pocket Expense value that is not on their Itemized Out of Pocket Expense List shall not be considered in the calculation of the Subclass B Class Member's approved claim amount.

c. If the total amount of the Itemized Out of Pocket Expense List is greater than \$3,000 and the Class Member fails to provide reasonable evidence of their Out of Pocket Expense for each item on their Itemized Out of Pocket Expense List, then the calculation of the Subclass B Class Member's Out of Pocket

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

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

- i. If the total amount of the Itemized Real Property List is less than or equal to \$1,000, then the entire Class Member's Real Property Damage value shall be limited to the lesser amount of either the total amount of the Subclass B Class Member's Real Property Damage value or \$1,500 in the calculation of the Subclass B Class Member's approved claim amount.
- ii. If the total amount of the Itemized Real Property List is greater than \$1,000 but less than or equal to \$3,500, then the calculation of the Subclass B Class Member's Real Property Damage approved claim amount shall be made by adding the following amounts: a) the Itemized Real Property List; and b) the Class Member's Real Property Damage values that are not on their Itemized Real Property List limited to the lesser amount of either the Subclass B Class Member's Real Property Damage values that are not on their Itemized Real Property List or \$500.
- iii. If the total amount of Itemized Real Property List is greater than \$3,500 or equal to \$4,000, then the entire

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

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

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

9. Any Class Member that elects to file a Claim Form who later disagrees with the approved claim amount as to their claim shall have 7 days from notice of the approved claim amount to file with Class Counsel an objection as to the approved claim amount. The objection in this paragraph is strictly limited to Class Counsel's calculation of the Class Member's Personal Property Damage, Real Property Damage, Out of Pocket Expense, and Financial Reimbursement. Any attempt to

object pursuant to the procedures outlined in this paragraph to any other issue, including but not limited to the existence and application of the Calculation Protocol, will be rejected and not subject to judicial review. The objection must be in writing, must be signed and dated and must set forth all reasons why the Class Member is objecting to the approved claim amount. The failure to file such an objection within 7 days of notice of the approved claim amount waives any objections the Class Member may have to his or her approved claim amount. Class Counsel shall consult with an objecting Class Member in an effort to resolve the Class Member's disagreement with the approved claim amount for their claim. If after 14 days of receipt of any objection to the approved claimed amount, Class Counsel is unable to resolve a Class Member's disagreement with the approved claim amount for their claim, then Class Member's objection to the approved claim amount for their claim shall be forwarded to a Mediator for non-binding facilitation on day 14 following the receipt of the objection. Written notification of forwarding the Class Member's objection of the approved claim amount to the Mediator will also be sent to the Class Member. The Mediator shall have 7 days to consult with Class Counsel and contact the objecting Class Member to discuss their positions and attempt to reach a resolution (the "Mediation Process"). At the conclusion of the Mediation Process, the Mediator will issue a written Mediator's Recommendation to the Class Member. The Mediator's Recommendation will outline the Mediator's determination of the

Class Member's approved claim amount. The Class Member will have 7 days to either accept or reject in writing the Mediator's Recommendation. If the Class Member accepts the Mediator's Recommendation, the Mediator's Recommendation will then be used by Class Counsel for determining the Class Member's share of the Settlement Fund. If the Class Member does not issue a written acceptance or rejection of the Mediator's Recommendation within 7 days, then the Mediator's Recommendation must be used by Class Counsel for the determination of the Class Member's approved claim amount and the Class Member waives any objections the Class Member may have to their approved claim amount. If the Class Member rejects the Mediator's Recommendation, then Class Counsel will file a motion with the Court seeking a judicial determination of the approved claim amount at issue within 7 days of receipt of the Class Member's rejection. Copies of the motion will also be served on the Class Member. The Class Member will have 7 days to file any documentation with the Court in response to Class Counsel's motion. The Court will hold a hearing on Class Counsel's motion within 14 days of filing the motion or on a date that is mutually convenient with the Class Member, Class Counsel and the Court. The Class Member may attend the hearing. Any evidence that the Class Member intends to submit at the hearing must be included in the Class Member's response to Class Counsel's motion. Any witnesses that the Class Member intends to call at the hearing must be identified in the Class Member's response to Class

Counsel's motion. The Court will issue its ruling on the calculation of the Class Member's Real Property Damage, Personal Property Damage, Out-of-Pocket Expense, and/or Financial Reimbursement and determine the Class Member's approved claim amount within 7 days of the hearing ("Judicial Determination") subject to the terms and conditions of this Agreement. Class Counsel will then utilize the Judicial Determination of the approved claim amount to calculate the Class Member's share of the Settlement Fund. Class Counsel shall bear the financial responsibility for any and all costs associated with selection, appointment, and work performed by the Mediator. The Class Member may retain counsel at their own expense to assist the Class Member in objecting. Defendant and Defense Counsel will not bear any of the costs associated with this mediation and court process. Additionally, if any such mediation process is implemented, Defense Counsel will be notified of the mediation, as well as the outcome of the mediation.

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

by the quotient of the Net Settlement Fund divided by the Total Amount Claimed.

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

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

13. The City of Birmingham shall not be responsible for any of costs associated with implementation of this Settlement Agreement, including but not limited to, the notice, claim form, mediation, or payment processes, and the sole financial obligation of the City of Birmingham is the eight hundred thousand dollars (\$800,000.00) being paid in consideration for the dismissal of this case with prejudice against the City.

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

1. Class Counsel shall file a motion with the Court for approval of award of

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

2. Class Counsel shall also apply to the Court for an award of a class representative incentive award ("Incentive Awards") in the amount of Four Thousand Dollars (\$4,000) payable to each of the Class Representatives. The Incentive Awards shall not reduce the amount of their approved claim amount to which any of the Class Representatives may be entitled under this Agreement. The Incentive Award shall not increase the amount paid by the City of Birmingham.

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

4. Consistent with the above, this Settlement Agreement does not result in the existence of Residual Funds as defined by MCR 3.501(D)(6) rather the Settlement

Fund, including any interest, will be disbursed to Class Counsel for attorneys' fees, costs, and expenses, disbursed to the Class Representatives as Incentive Awards, disbursed to Class Members consistent with the terms and conditions of this Agreement, or be used by Defendant receiving funds for the operation, maintenance, and administration of its respective sewage system under this Agreement.

H. Releases.

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

Immediately following the execution of this Agreement, counsel for the parties shall execute and file with the Oakland County Circuit Court, a Stipulation for Dismissal with prejudice and without costs, interest and attorney fees, thereby dismissing forever Plaintiffs' Complaint arising from any matter complained of in the case of *Aziz, et al v City of Birmingham, et al.*, Oakland County Circuit Court Case No. 24-206496-NZ.

I. Additional Terms.

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

2. This Settlement Agreement, including its exhibits, constitutes the entire,

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

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

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

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

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

seq.) (“Medicare Secondary Payer statutes”).

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

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

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

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

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

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

Class Representatives



Duly Authorized Class Representative
Yasamin Aziz



Kerrie Binno (Jan 21, 2026 14:48:30 EST)

Duly Authorized Class Representative
Kerrie Binno

APPROVED AS TO FORM

/s/ David R. Dubin (P52521)
David R. Dubin, Attorney for Plaintiffs

Defendant City of Birmingham

APPROVED AS TO FORM

Michael D. Hanchett Attorney for Defendant
City of Birmingham









Birmingham Settlement Final

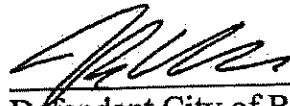
Final Audit Report

2026-01-21

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By:	David Dubin (shivani.jain@dubinlawpllc.com)
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-  Document created by David Dubin (shivani.jain@dubinlawpllc.com)
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-  Agreement completed.
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Defendant City of Birmingham

APPROVED AS TO FORM



Michael D. Hanchett Attorney for Defendant
City of Birmingham

Exhibit 1

Claimants Name	Claimed Street Name	Claimed Apt No	Claimed City	Claimed State	Claimed Zip
Alban Xhaferllari and Angjela Keci	1211 Holland St		Birmingham	MI	48009
Alexandra Rose	1284 Ruffner		Birmingham	MI	48009
Amanda Schiavone	1777 Haynes St		Birmingham	MI	48009
Amanda Schiavone	1775 Haynes St		Birmingham	MI	48009
Andrea Baltzer	1276 Smith Ave		Birmingham	MI	48009
Andrew Stefani	1490 Emmons Ave		Birmingham	MI	48009
Angelo Testa	1106 Bennaville Ave		Birmingham	MI	48009
Bernadine Wicha	670 Humphrey Ave		Birmingham	MI	48009
Carl Evangelista	1414 Hazel St		Birmingham	MI	48009
Daniel O'Keefe	719 Kennesaw St		Birmingham	MI	48009
David and Samantha Weintraub	619 Shirley Rd		Birmingham	MI	48009
Gregg Laviolette and Farrah Laviolatte	1323 Ruffner Ave		Birmingham	MI	48009
Heather Zane and Joe Zane	1014 Chestnut St		Birmingham	MI	48009
James Puzio	1411 E Lincoln		Birmingham	MI	48009
Jan and Daniel St Louis	1275 Smith Ave		Birmingham	MI	48009
Jared Most and Clarity Advanced Eyecare	970 S Old Woodward		Birmingham	MI	48009
Jeff Olson and Mary Olson	1489 Webster St		Birmingham	MI	48009
Jennifer Arnold-Still	1190 Saxon Dr		Birmingham	MI	48009
Jessica Heid and Charles Heid	1358 Bowers St		Birmingham	MI	48009
Joshua Smith and Kristen Goodhue	1963 Holland St		Birmingham	MI	48009
Kerrie Binno	618 Landon St		Birmingham	MI	48009
Kyle Nelson and Catilin Nelson	1653 Cole St		Birmingham	MI	48009
Kyle Wildren	962 Humphrey		Birmingham	MI	48009
Lisa Keener	1292 Smith Ave		Birmingham	MI	48009
Mark Garin	1112 Emmons Ave		Birmingham	MI	48009
Mark Gusho and Elisabeth Fleming	1500 Henrietta St		Birmingham	MI	48009
Marley King and Marley Kerns-King	1251 Smith Ave		Birmingham	MI	48009
Matt Wilde and Elisabeth Wilde	975 Madison St		Birmingham	MI	48009
Micheal McBride and Kristen Westmore-McBride	540 Abbey St		Birmingham	MI	48009
Nicholas Lewandowski and Michelle Lewandowski	1180 Villa Rd		Birmingham	MI	48009
Paul Dillon and Darcy Allen	1712 Henrietta St		Birmingham	MI	48009
Peter Ecklund, Jr	1551 Emmons Ave		Birmingham	MI	48009
Rana Hall and Scott Hall	966 Smith Ave		Birmingham	MI	48009
Randall LaBelle	695 Chapin		Birmingham	MI	48009
Richard Murray and Noema Briley	1228 E Lincoln St		Birmingham	MI	48009
Rizwan Lokhandwala and Amber Farid	1572 Emmons Ave		Birmingham	MI	48009
Romeo Kaddoum and Zeina Kaddoum	1540 Pierce St		Birmingham	MI	48009
Ross Lee and Catherine Lee	498 Abbey St		Birmingham	MI	48009
Sam Shabrang and Sara Drik	615 Davis Ave		Birmingham	MI	48009
Susan Amy Jacobsen	596 Westchester Way		Birmingham	MI	48009
Taryn Kuzatko and Nikolas Kuzatko	670 Bennaville Ave		Birmingham	MI	48009
Yasamin Aziz	1458 Chapin Ave		Birmingham	MI	48009
Marianne Gamboa	151 Martin St		Birmingham	MI	48009

Alyssa Fritz	844 Ruffner Ave		Birmingham	MI	48009
Charles Johnson	901 Abbey St		Birmingham	MI	48009
Nancy Kursman	1759 Holland St		Birmingham	MI	48009
Hani Dirani	1539 Cole St		Birmingham	MI	48009
Andrea Thompson	1538 Henrietta St		Birmingham	MI	48009
Ryan Prendergast	1335 Bird Ave		Birmingham	MI	48009
Josh Wegener	981 Ann St		Birmingham	MI	48009
Nicole McNamara	1556 Emmons Ave		Birmingham	MI	48009
Heather Granader	1295 Smith Ave		Birmingham	MI	48009
Patricia Pachy	1291 Bird Ave		Birmingham	MI	48009
David Wisz	2466 Polo Pl		Birmingham	MI	48009
Nicole Stone	2444 Polo Pl		Birmingham	MI	48009
Lauren Lameti	1380 Bird Ave		Birmingham	MI	48009
Garrett Hohendor	1659 Henrietta St		Birmingham	MI	48009
E. Elizabeth Curnutte	822 Suffield Ave		Birmingham	MI	48009
Francis Rodriguez	333 Pilgrim		Birmingham	MI	48009
Victor Pliskin	1368 Bird Ave		Birmingham	MI	48009
Matthew Licavoli	716 Bird Ave		Birmingham	MI	48009
Zach Knobel	592 E Southlawn Blvd		Birmingham	MI	48009
Jessica Wertz	749 Henrietta St		Birmingham	MI	48009
Rachel Kalison Stafeil	950 Henley St		Birmingham	MI	48009
Shaun J Killeen	612 Mohegan St		Birmingham	MI	48009
Isabelle Muha	950 South Bates St		Birmingham	MI	48009
Israel Olivarez	1047 Henrietta St		Birmingham	MI	48009
Mark Grozde	1172 E Lincoln St		Birmingham	MI	48009
Kevin Foreman	543 E Lincoln St		Birmingham	MI	48009
Cheryl Eldridge	1204 Edgewood Rd		Birmingham	MI	48009
Ivan Martinez-Rivera	1680 Penistone St		Birmingham	MI	48009
Kevin Scott	2261 W Maple		Birmingham	MI	48009
Sean H. Zecman	555 Chesterfield Ave		Birmingham	MI	48009
Jason Canvasser	369 Kimberly		Birmingham	MI	48009
Beth Blank	756 Abbey St		Birmingham	MI	48009
Afaf Farah	683 Wallace St		Birmingham	MI	48009
John David	1133 Bird Ave		Birmingham	MI	48009
Cynthia Pinciotti	1095 Kennesaw St		Birmingham	MI	48009
Gail Tikkanen	1776 Henrietta St		Birmingham	MI	48009
Amanda Fishburn	245 Catalpa		Birmingham	MI	48009
Staci Chambers	499 Catalpa Dr		Birmingham	MI	48009
Jerry Yaldao	1997 Haynes St		Birmingham	MI	48009
Denise Marks	1060 Hazel St		Birmingham	MI	48009
Dan S	730 Tottenham Rd		Birmingham	MI	48009
Linda Lynch	1878 Graefield Rd		Birmingham	MI	48009
Peter DeLorenzo	998 Hazel St		Birmingham	MI	48009
Gary Condo	1520 Henrietta St		Birmingham	MI	48009
Robert Laboda	1507 Haynes St		Birmingham	MI	48009
Judy Berger	722 Colonial Ct		Birmingham	MI	48009
Eleanor Luedtke	600 Townsend		Birmingham	MI	48009
Lisa Dunlee	982 Hazel St		Birmingham	MI	48009
Caryn Gallagher	549 Lakeview Ave		Birmingham	MI	48009

Jennifer Feldman	1968 Humphrey Ave		Birmingham	MI	48009
Jaimie Wellman	1922 Holland St		Birmingham	MI	48009
Colin Carr	1380 Smith Ave		Birmingham	MI	48009
Cam and Ernest Schilling	1144 Smith Ave		Birmingham	MI	48009
Kevin Denhoff	34164 Woodward Ave		Birmingham	MI	48009
Morgan Timmis	988 Humphrey Ave		Birmingham	MI	48009
Melissa Kosiba	1968 Holland St		Birmingham	MI	48009
Jennifer Kramer	1326 E Lincoln St		Birmingham	MI	48009
Sharon Roy	1601 Sheffield Rd		Birmingham	MI	48009
Diana Lopez Negrete	1324 Ruffner Ave		Birmingham	MI	48009
Danielle Norris	1765 Mansfield Rd		Birmingham	MI	48009
Janet Shoemaker	602 Townsend St		Birmingham	MI	48009
Chris Morton	1392 Cole St		Birmingham	MI	48009
Kevin McNamara	1810 Haynes St		Birmingham	MI	48009
William Jew	1784 Torry St		Birmingham	MI	48009
Deborah Haas	291 Chesterfield Ave		Birmingham	MI	48009
Jen Gatewood	133 N Cranbrook Cross		Birmingham	MI	48009
Jeanette Faria	1047 Chester St		Birmingham	MI	48009
Christine Darin	972 Ann St		Birmingham	MI	48009
Brian C. Manning	1099 Emmons Ave		Birmingham	MI	48009
Rachelle Fitzgibbon	1445 Cole St		Birmingham	MI	48009
Donna Kramer	1688 Cole St		Birmingham	MI	48009
Kristie Donovan	647 Ruffner Ave		Birmingham	MI	48009
Ena Brown	473 Bennaville Ave		Birmingham	MI	48009
Gregory Castle	360 Pleasant St		Birmingham	MI	48009
Diane Shires	1540 Haynes St		Birmingham	MI	48009
Karin Schneider	1205 Chesterfield Ave		Birmingham	MI	48009
Erich Voeffray	621 Fairfax St		Birmingham	MI	48009
Shannon Anderson	958 Davis Ave		Birmingham	MI	48009
Mary Miner	1983 E Lincoln St		Birmingham	MI	48009
Signy Klein	2057 Yorkshire Rd		Birmingham	MI	48009
Carrie okma	1005 Stanley Blvd		Birmingham	MI	48009
Jason Canvasser	369 Kimberly St		Birmingham	MI	48009
Joyce Sofy	680 Landon St		Birmingham	MI	48009
Paul Fearon	1657 Bowers St		Birmingham	MI	48009
Diane McShane	1035 Wakefield St		Birmingham	MI	48009
Carlton Stauss	1896 Cole St		Birmingham	MI	48009
Andrew Attisha	1835 Cole St		Birmingham	MI	48009
Sebastian Fehrenbach	711 Bennaville Ave		Birmingham	MI	48009
Lisa Silverman	1200 Latham St		Birmingham	MI	48009
William David Tarver	815 Woodland St		Birmingham	MI	48009
Mary Moritz	1535 Bowers St		Birmingham	MI	48009
Paul Dorset	1483 Henrietta St		Birmingham	MI	48009
Erica Ahmed	639 Puritan Ave		Birmingham	MI	48009
Greg Miller	1347 Villa Rd		Birmingham	MI	48009
Malia Xie	2467 Polo Pl		Birmingham	MI	48009
David Altman	1026 Lake Park		Birmingham	MI	48009
Adam and Michelle Halsba	1391 Bird Ave		Birmingham	MI	48009
Jeffrey Subar	623 Bird Ave		Birmingham	MI	48009

William and Carol Olsen	1465 Henrietta St		Birmingham	MI	48009
Julie Booth	1525 Yosemite Blvd		Birmingham	MI	48009
David and Theresa Joswick	604 Townsend St		Birmingham	MI	48009
Christina Munro	1421 Pierce St		Birmingham	MI	48009
Karyn Jennifer Pryor	859 Chestnut St		Birmingham	MI	48009
Rodney George	915 E Maple Rd		Birmingham	MI	48009
Leaden Hickman	827 Harmon St		Birmingham	MI	48009
Scott Leukhardt	1862 Henrietta St		Birmingham	MI	48009
Liz and Joe Marx	671 Bates St		Birmingham	MI	48009
Laura Demers	1462 Emmons Ave		Birmingham	MI	48009
Andrea Long	1905 E Lincoln St		Birmingham	MI	48009
Marina Brock	565 Westchester Way		Birmingham	MI	48009
Harvey Kurth	1841 Henrietta St		Birmingham	MI	48009
Robert Weed	1649 Villa Rd		Birmingham	MI	48009
Monique Clark	1064 Abbey St		Birmingham	MI	48009
Karyn Davis	381 Shirley Rd		Birmingham	MI	48009
Will Herffernan	2010 Bradford Rd		Birmingham	MI	48009
Della Hamameh	1356 Davis Ave		Birmingham	MI	48009
Kathleen and Richard Lewi	1707 Hazel St		Birmingham	MI	48009
Barbara Scrivener	1766 Hazel St		Birmingham	MI	48009
MaryEllen Whittington	512 E Southlawn Blvd		Birmingham	MI	48009
Gail Rapson	507 Linden Rd		Birmingham	MI	48009
Matt Cichoski	530 E Southlawn Blvd		Birmingham	MI	48009
Melissa Franco	1711 Bowers St		Birmingham	MI	48009
Jakob Hallett	1208 Villa Rd		Birmingham	MI	48009
Steven Conyers	655 Chapin Ave		Birmingham	MI	48009
Sadie Green	1180 Holland St		Birmingham	MI	48009
Stephen Kazmirowski	1264 Smith Ave		Birmingham	MI	48009
Kevin Marsh	860 Arlington Rd		Birmingham	MI	48009
Bruce Komisar	915 Forest Ave		Birmingham	MI	48009
Udo Nwosu	359 S Admas Rd		Birmingham	MI	48009
Taylor Schrader	1480 Cole St		Birmingham	MI	48009
Kevin Dunn	1748 Hazel St		Birmingham	MI	48009
Jaime Alvarez-Isasi	937 Smith Ave		Birmingham	MI	48009
Gabrielle Rakitin	736 Brookside Ave		Birmingham	MI	48009
Paul Eddleston	1542 Washington Blvd	4	Birmingham	MI	48009
Shelly Stettner	1750 Holland St		Birmingham	MI	48009
Andrew Seaton	1638 Cole St		Birmingham	MI	48009
Jacob Scott	472 Bennaville Ave		Birmingham	MI	48009
Annie Yamamoto	544 E Southlawn Blvd		Birmingham	MI	48009
Randolph Forester	991 Lake Park Dr		Birmingham	MI	48009
Michael Walsh	1255 Bird Ave		Birmingham	MI	48009
Douglas Blodgett	1055 Lincoln Ct		Birmingham	MI	48009
Edward Schulak	567 Aspen Rd		Birmingham	MI	48009
Scott Zielinski	851 S Eton		Birmingham	MI	48009
Paul Wells	572 S Adams		Birmingham	MI	48009
Lisa Dizik	955 Bird Ave		Birmingham	MI	48009
Erica Mueller	1927 E Lincoln St		Birmingham	MI	48009
Scott Goodwin	1195 Holland St		Birmingham	MI	48009

Don Studt	576 E Southlawn		Birmingham	MI	48009
Jeff Williams	1188 Ruffner St		Birmingham	MI	48009
Kathy von Foerster	967 Rivenoak St		Birmingham	MI	48009
Diane K Dudzinski	1951 E Lincoln St		Birmingham	MI	48009
Paul and Cindy Siegemund	1828 Henrietta St		Birmingham	MI	48009
Jaclyn Bouchard	715 Wimbledon Dr		Birmingham	MI	48009
Mike Willgins	950 Harmon		Birmingham	MI	48009
Fallon Sandiha	909 Bennaville		Birmingham	MI	48009
Marisa Stutz	832 E Lincoln St		Birmingham	MI	48009
Johnny Sanchez	1821 Holland St		Birmingham	MI	48009
Sarah Tasseff	1174 Davis Ave		Birmingham	MI	48009
Monique Griffin	32292 Auburn Dr		Birmingham	MI	48009
Terrie Sulik	1917 Cole St		Birmingham	MI	48009
Felix Yoon	648 E Lincoln St	2	Birmingham	MI	48009

Exhibit 2

Claimants Name	Claimed Street Name	Claimed Apt No	Claimed City	Claimed State	Claimed Zip
Alban Xhaferllari and Angjela Keci	1211 Holland St		Birmingham	MI	48009
Andrew Stefani	1490 Emmons Ave		Birmingham	MI	48009
Angelo Testa	1106 Bennaville Ave		Birmingham	MI	48009
Joshua Smith and Kristen Goodhue	1963 Holland St		Birmingham	MI	48009
Kerrie Binno	618 Landon St		Birmingham	MI	48009
Mark Gusho and Elisabeth Fleming	1500 Henrietta St		Birmingham	MI	48009
Peter Ecklund, Jr	1551 Emmons Ave		Birmingham	MI	48009
Rizwan Lokhandwala and Amber Farid	1572 Emmons Ave		Birmingham	MI	48009
Sam Shabrang and Sara Drlik	615 Davis Ave		Birmingham	MI	48009
Yasamin Aziz	1458 Chapin Ave		Birmingham	MI	48009

Exhibit 3

Claimants Name	Claimed Street Name	Claimed Apt No	Claimed City	Claimed State	Claimed Zip
Alexandra Rose	1284 Ruffner		Birmingham	MI	48009
Amanda Schiavone	1777 Haynes St		Birmingham	MI	48009
Amanda Schiavone	1775 Haynes St		Birmingham	MI	48009
Andrea Baltzer	1276 Smith Ave		Birmingham	MI	48009
Bernadine Wicha	670 Humphrey Ave		Birmingham	MI	48009
Carl Evangelista	1414 Hazel St		Birmingham	MI	48009
Daniel O'Keefe	719 Kennesaw St		Birmingham	MI	48009
David and Samantha Weintraub	619 Shirley Rd		Birmingham	MI	48009
Gregg Laviolette and Farrah Laviolatte	1323 Ruffner Ave		Birmingham	MI	48009
Heather Zane and Joe Zane	1014 Chestnut St		Birmingham	MI	48009
James Puzio	1411 E Lincoln		Birmingham	MI	48009
Jan and Daniel St Louis	1275 Smith Ave		Birmingham	MI	48009
Jared Most and Clarity Advanced Eyecare	970 S Old Woodward		Birmingham	MI	48009
Jeff Olson and Mary Olson	1489 Webster St		Birmingham	MI	48009
Jennifer Arnold-Still	1190 Saxon Dr		Birmingham	MI	48009
Jessica Heid and Charles Heid	1358 Bowers St		Birmingham	MI	48009
Kyle Nelson and Catilin Nelson	1653 Cole St		Birmingham	MI	48009
Kyle Wildren	962 Humphrey		Birmingham	MI	48009
Lisa Keener	1292 Smith Ave		Birmingham	MI	48009
Mark Garin	1112 Emmons Ave		Birmingham	MI	48009
Marley King and Marley Kerns-King	1251 Smith Ave		Birmingham	MI	48009
Matt Wilde and Elisabeth Wilde	975 Madison St		Birmingham	MI	48009
Micheal McBride and Kristen Westmore-McBride	540 Abbey St		Birmingham	MI	48009
Nicholas Lewandowski and Michelle Lewandowski	1180 Villa Rd		Birmingham	MI	48009
Paul Dillon and Darcy Allen	1712 Henrietta St		Birmingham	MI	48009
Rana Hall and Scott Hall	966 Smith Ave		Birmingham	MI	48009
Randall LaBelle	695 Chapin		Birmingham	MI	48009
Richard Murray and Noema Briley	1228 E Lincoln St		Birmingham	MI	48009
Romeo Kaddoum and Zeina Kaddoum	1540 Pierce St		Birmingham	MI	48009
Ross Lee and Catherine Lee	498 Abbey St		Birmingham	MI	48009
Susan Amy Jacobsen	596 Westchester Way		Birmingham	MI	48009
Taryn Kuzatko and Nikolas Kuzatko	670 Bennaville Ave		Birmingham	MI	48009
Marianne Gamboa	151 Martin St		Birmingham	MI	48009
Alyssa Fritz	844 Ruffner Ave		Birmingham	MI	48009
Charles Johnson	901 Abbey St		Birmingham	MI	48009
Nancy Kursman	1759 Holland St		Birmingham	MI	48009
Hani Dirani	1539 Cole St		Birmingham	MI	48009
Andrea Thompson	1538 Henrietta St		Birmingham	MI	48009
Ryan Prendergast	1335 Bird Ave		Birmingham	MI	48009
Josh Wegener	981 Ann St		Birmingham	MI	48009
Nicole McNamara	1556 Emmons Ave		Birmingham	MI	48009
Heather Granader	1295 Smith Ave		Birmingham	MI	48009
Patricia Pachy	1291 Bird Ave		Birmingham	MI	48009

David Wisz	2466 Polo Pl		Birmingham	MI	48009
Nicole Stone	2444 Polo Pl		Birmingham	MI	48009
Lauren Lameti	1380 Bird Ave		Birmingham	MI	48009
Garrett Hohendor	1659 Henrietta St		Birmingham	MI	48009
E. Elizabeth Curnutte	822 Suffield Ave		Birmingham	MI	48009
Francis Rodriguez	333 Pilgrim		Birmingham	MI	48009
Victor Pliskin	1368 Bird Ave		Birmingham	MI	48009
Matthew Licavoli	716 Bird Ave		Birmingham	MI	48009
Zach Knobel	592 E Southlawn Blvd		Birmingham	MI	48009
Jessica Wertz	749 Henrietta St		Birmingham	MI	48009
Rachel Kalison Stafeil	950 Henley St		Birmingham	MI	48009
Shaun J Killeen	612 Mohegan St		Birmingham	MI	48009
Isabelle Muha	950 South Bates St		Birmingham	MI	48009
Israel Olivarez	1047 Henrietta St		Birmingham	MI	48009
Mark Grozde	1172 E Lincoln St		Birmingham	MI	48009
Kevin Foreman	543 E Lincoln St		Birmingham	MI	48009
Cheryl Eldridge	1204 Edgewood Rd		Birmingham	MI	48009
Ivan Martinez-Rivera	1680 Penistone St		Birmingham	MI	48009
Kevin Scott	2261 W Maple		Birmingham	MI	48009
Sean H. Zecman	555 Chesterfield Ave		Birmingham	MI	48009
Jason Canvasser	369 Kimberly		Birmingham	MI	48009
Beth Blank	756 Abbey St		Birmingham	MI	48009
Afaf Farah	683 Wallace St		Birmingham	MI	48009
John David	1133 Bird Ave		Birmingham	MI	48009
Cynthia Pinciotti	1095 Kennesaw St		Birmingham	MI	48009
Gail Tikkanen	1776 Henrietta St		Birmingham	MI	48009
Amanda Fishburn	245 Catalpa		Birmingham	MI	48009
Staci Chambers	499 Catalpa Dr		Birmingham	MI	48009
Jerry Yaldao	1997 Haynes St		Birmingham	MI	48009
Denise Marks	1060 Hazel St		Birmingham	MI	48009
Dan S	730 Tottenham Rd		Birmingham	MI	48009
Linda Lynch	1878 Graefield Rd		Birmingham	MI	48009
Peter DeLorenzo	998 Hazel St		Birmingham	MI	48009
Gary Condo	1520 Henrietta St		Birmingham	MI	48009
Robert Laboda	1507 Haynes St		Birmingham	MI	48009
Judy Berger	722 Colonial Ct		Birmingham	MI	48009
Eleanor Luedtke	600 Townsend		Birmingham	MI	48009
Lisa Dunlee	982 Hazel St		Birmingham	MI	48009
Caryn Gallagher	549 Lakeview Ave		Birmingham	MI	48009
Jennifer Feldman	1968 Humphrey Ave		Birmingham	MI	48009
Jaimie Wellman	1922 Holland St		Birmingham	MI	48009
Colin Carr	1380 Smith Ave		Birmingham	MI	48009
Cam and Ernest Schilling	1144 Smith Ave		Birmingham	MI	48009
Kevin Denhoff	34164 Woodward Ave		Birmingham	MI	48009
Morgan Timmis	988 Humphrey Ave		Birmingham	MI	48009
Melissa Kosiba	1968 Holland St		Birmingham	MI	48009
Jennifer Kramer	1326 E Lincoln St		Birmingham	MI	48009
Sharon Roy	1601 Sheffield Rd		Birmingham	MI	48009
Diana Lopez Negrete	1324 Ruffner Ave		Birmingham	MI	48009

Danielle Norris	1765 Mansfield Rd		Birmingham	MI	48009
Janet Shoemaker	602 Townsend St		Birmingham	MI	48009
Chris Morton	1392 Cole St		Birmingham	MI	48009
Kevin McNamara	1810 Haynes St		Birmingham	MI	48009
William Jew	1784 Torry St		Birmingham	MI	48009
Deborah Haas	291 Chesterfield Ave		Birmingham	MI	48009
Jen Gatewood	133 N Cranbrook Cross		Birmingham	MI	48009
Jeanette Faria	1047 Chester St		Birmingham	MI	48009
Christine Darin	972 Ann St		Birmingham	MI	48009
Brian C. Manning	1099 Emmons Ave		Birmingham	MI	48009
Rachelle Fitzgibbon	1445 Cole St		Birmingham	MI	48009
Donna Kramer	1688 Cole St		Birmingham	MI	48009
Kristie Donovan	647 Ruffner Ave		Birmingham	MI	48009
Ena Brown	473 Bennaville Ave		Birmingham	MI	48009
Gregory Castle	360 Pleasant St		Birmingham	MI	48009
Diane Shires	1540 Haynes St		Birmingham	MI	48009
Karin Schneider	1205 Chesterfield Ave		Birmingham	MI	48009
Erich Voeffray	621 Fairfax St		Birmingham	MI	48009
Shannon Anderson	958 Davis Ave		Birmingham	MI	48009
Mary Miner	1983 E Lincoln St		Birmingham	MI	48009
Signy Klein	2057 Yorkshire Rd		Birmingham	MI	48009
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Greg Miller	1347 Villa Rd		Birmingham	MI	48009
Malia Xie	2467 Polo Pl		Birmingham	MI	48009
David Altman	1026 Lake Park		Birmingham	MI	48009
Adam and Michelle Halsba	1391 Bird Ave		Birmingham	MI	48009
Jeffrey Subar	623 Bird Ave		Birmingham	MI	48009
William and Carol Olsen	1465 Henrietta St		Birmingham	MI	48009
Julie Booth	1525 Yosemite Blvd		Birmingham	MI	48009
David and Theresa Joswick	604 Townsend St		Birmingham	MI	48009
Christina Munro	1421 Pierce St		Birmingham	MI	48009
Karyn Jennifer Pryor	859 Chestnut St		Birmingham	MI	48009
Rodney George	915 E Maple Rd		Birmingham	MI	48009
Leaden Hickman	827 Harmon St		Birmingham	MI	48009
Scott Leukhardt	1862 Henrietta St		Birmingham	MI	48009
Liz and Joe Marx	671 Bates St		Birmingham	MI	48009
Laura Demers	1462 Emmons Ave		Birmingham	MI	48009

Andrea Long	1905 E Lincoln St		Birmingham	MI	48009
Marina Brock	565 Westchester Way		Birmingham	MI	48009
Harvey Kurth	1841 Henrietta St		Birmingham	MI	48009
Robert Weed	1649 Villa Rd		Birmingham	MI	48009
Monique Clark	1064 Abbey St		Birmingham	MI	48009
Karyn Davis	381 Shirley Rd		Birmingham	MI	48009
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Steven Conyers	655 Chapin Ave		Birmingham	MI	48009
Sadie Green	1180 Holland St		Birmingham	MI	48009
Stephen Kazmirowski	1264 Smith Ave		Birmingham	MI	48009
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Bruce Komisar	915 Forest Ave		Birmingham	MI	48009
Udo Nwosu	359 S Admas Rd		Birmingham	MI	48009
Taylor Schrader	1480 Cole St		Birmingham	MI	48009
Kevin Dunn	1748 Hazel St		Birmingham	MI	48009
Jaime Alvarez-Isasi	937 Smith Ave		Birmingham	MI	48009
Gabrielle Rakitin	736 Brookside Ave		Birmingham	MI	48009
Paul Eddleston	1542 Washington Blvd	4	Birmingham	MI	48009
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Andrew Seaton	1638 Cole St		Birmingham	MI	48009
Jacob Scott	472 Bennaville Ave		Birmingham	MI	48009
Annie Yamamoto	544 E Southlawn Blvd		Birmingham	MI	48009
Randolph Forester	991 Lake Park Dr		Birmingham	MI	48009
Michael Walsh	1255 Bird Ave		Birmingham	MI	48009
Douglas Blodgett	1055 Lincoln Ct		Birmingham	MI	48009
Edward Schulak	567 Aspen Rd		Birmingham	MI	48009
Scott Zielinski	851 S Eton		Birmingham	MI	48009
Paul Wells	572 S Adams		Birmingham	MI	48009
Lisa Dizik	955 Bird Ave		Birmingham	MI	48009
Erica Mueller	1927 E Lincoln St		Birmingham	MI	48009
Scott Goodwin	1195 Holland St		Birmingham	MI	48009
Don Studt	576 E Southlawn		Birmingham	MI	48009
Jeff Williams	1188 Ruffner St		Birmingham	MI	48009
Kathy von Foerster	967 Rivenoak St		Birmingham	MI	48009
Diane K Dudzinski	1951 E Lincoln St		Birmingham	MI	48009
Paul and Cindy Siegemund	1828 Henrietta St		Birmingham	MI	48009
Jaclyn Bouchard	715 Wimbleton Dr		Birmingham	MI	48009
Mike Willgins	950 Harmon		Birmingham	MI	48009
Fallon Sandiha	909 Bennaville		Birmingham	MI	48009
Marisa Stutz	832 E Lincoln St		Birmingham	MI	48009
Johnny Sanchez	1821 Holland St		Birmingham	MI	48009

Sarah Tasseff	1174 Davis Ave		Birmingham	MI	48009
Monique Griffin	32292 Auburn Dr		Birmingham	MI	48009
Terrie Sulik	1917 Cole St		Birmingham	MI	48009
Felix Yoon	648 E Lincoln St	2	Birmingham	MI	48009

Exhibit 4

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

**YASAMIN AZIZ, KERRI BINNO,
on behalf of themselves
and all others similarly situated,,**

Plaintiffs,

v.

Case No. 24-206496-NZ
Hon. Kwamé L. Rose

CITY OF BIRMINGHAM,

Defendant.

DUBIN LAW, PLLC
By: David R. Dubin (P52521)
Attorney for Plaintiffs
2723 S. State Street, Suite 150
Ann Arbor, Michigan 48104
(734) 821-9279
David.Dubin@DubinLawPLLC.com

PLUNKETT COONEY
AUDREY J. FORBUSH (P41744)
MICHAEL D. HANCHETT (P80974)
JAKE HENDRICKS (P87137)
Attorney for Defendant
Plaza One Financial Center
11 E. Court Street, Suite 1B
Flint, MI 48502
(810) 342-7014
aforbush@plunkettcooney.com
mhanchett@plunkettcooney.com
jhendricks@plunkettcooney.com

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

At a session of said Court held in the County of
Oakland, City of Pontiac, State of Michigan, on

PRESENT: _____
Circuit Court Judge

This matter having come before the Court on Plaintiffs' 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 Actions.

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 either 1) claims that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on Defendant or 2) claims that they timely notified the City of Birmingham, orally or in writing, they sustained a sewage disposal system event on or about August 23, 2023, and who claim they were not provided written instructions from the City of Birmingham on how to comply with MCL 691.1419(1).

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 to the Settlement Agreement who claim that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on the Defendant and who had provided itemized values of their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense to Class Counsel prior to October 31, 2025.
- b. “Subclass B” consists of any Class Members listed on Exhibit 3, or otherwise disclosed during the course of the Action, who timely filed a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 and whose Claimed Address is located within the City of Birmingham and who had not provided itemized values of their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense to Class Counsel prior to October 31, 2025.

5. For settlement purposes only, the Court finds that there are questions of law or fact that are common to the Class that predominates 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 23–24, 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 claims of Abdur Yasamin Aziz and Kerri Binno are typical of the Class Members' claims and that they 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, Abdur Yasamin Aziz and Kerri Binno are hereby appointed as Class Representatives; their 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 8 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 9 to the Settlement Agreement without material alteration. Class Counsel shall also cause the Long Form Notice along with copies of the Settlement Agreement,

Claim Form-B to be posted on the website www.DubinLawPLLC.com The Court finds that the Notice Plan constitutes 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 5, 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 45 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 Section II.B. 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 register 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 60 days from the entry of this Order.

15. Papers in support of final approval of the 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 [REDACTED], at [REDACTED] 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 Actions.

SO ORDERED:

Honorable Kwamé L. Rose
Oakland County Circuit Court Judge

Dated: _____, 2026

Exhibit 5

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

YASAMIN AZIZ, KERRI BINNO,
On behalf of all others similarly situated,

Plaintiffs,

v.

Case No. 22-004937-NZ
Hon. Kwamé L. Rose

CITY OF HAMTRAMCK,

Defendant.

DUBIN LAW, PLLC
By: David R. Dubin (P52521)
Attorney for Plaintiffs
2723 S. State Street, Suite 150
Ann Arbor, Michigan 48104
(734) 821-9279
David.Dubin@DubinLawPLLC.com

PLUNKETT COONEY
AUDREY J. FORBUSH (P41744)
MICHAEL D. HANCHETT (P80974)
JAKE HENDRICKS (P87137)
Attorney for Defendant
Plaza One Financial Center
11 E. Court Street, Suite 1B
Flint, MI 48502
(810) 342-7014
aforbush@plunkettcooney.com
mhanchett@plunkettcooney.com
jhendricks@plunkettcooney.com

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

At a session of said Court held in the County of
Oakland, City of Pontiac, State of Michigan, on

PRESENT: _____
Circuit Court Judge

This matter having come before the Court on the Plaintiffs' 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 Approval 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, any Person listed in Exhibit 1, who either 1) claims that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on Defendant or 2) claims that they timely notified the City of Birmingham, orally or in writing, they sustained a sewage disposal system event on or about August 23, 2023, and who claim they were not provided written instructions from the City of Birmingham on how to comply with MCL 691.1419(1)t.

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's Counsel have reached an agreement to settle and resolve the Actions pursuant to the terms and conditions of the Settlement Agreement. The Court has jurisdiction over the parties to, and the subject matter of, the Actions.

5. The Settlement Agreement requires Eight Hundred Thousand Dollars (\$800,000) to be paid under the terms and conditions of the Settlement Agreement by Defendant. 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 60 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 Representatives each shall receive \$4,000 as Incentive Awards for their 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) rather the Settlement Fund, including any interest, will be disbursed to Class Counsel for attorneys' fees, costs, and expenses, disbursed to the Class Representatives as Incentive Awards, disbursed to Class Members consistent with the terms and conditions of the Settlement Agreement, or be used by Defendant receiving funds for the operation, maintenance, and administration of its respective sewage system under this Agreement.

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 was fair, adequate, and reasonable. Without the Settlement, 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 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 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, along with copies of the Settlement Agreement, 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 [REDACTED].

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 in accordance with the terms and conditions, without modification, of the Settlement Agreement, which is incorporated herein, and orders that the Settlement 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 Action has been actively litigated and will be subject to oversight by Class Counsel. The Settlement was a result of arms-length settlement negotiations. Class Counsel has at all times pursued the best interests of the Class, and the Settlement 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 Defendant, including Defendant's officers, employees, directors, attorneys, affiliates, predecessors, successors, assigns and insurers, from all Claims. The Class Representatives, and each Class Member who does not opt out of this Settlement, and Class Counsel represent that the Action do not allege claims for sickness, disease or physical injury and further that, as of the date of this Agreement, they have not been diagnosed with, are not aware of, and do not have any symptoms that they suspect could be associated with any sickness, disease or physical injury which they are asserting were caused by the action or inaction of the Defendant.

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

16. This Order constitutes a final and complete adjudication of the Action, and is fully binding on the Plaintiffs, 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 or this Order or during the administration of the Settlement, 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. There is no just reason for delay, the Court directs entry of this Order, and this Order is final and appealable.

18. This is a final order, resolves the Actions, and closes the Actions.

SO ORDERED.

Honorable Kwamé L. Rose
Oakland County Circuit Court Judge

Dated: _____, 2026

Exhibit 6

CLAIM FORM – A
SEWAGE DISPOSAL SYSTEM EVENT OCCURRING ON OR ABOUT
AUGUST 23–24, 2023
GENERAL INSTRUCTIONS

1. THIS CLAIM FORM-A MUST BE POSTMARKED BY [REDACTED] 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 23–24, 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 23–24, 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 23–24, 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 [REDACTED].

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. "**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 August 23–24, 2023. 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.

- b. **"Financial Reimbursement"** shall mean the payment received by or paid on behalf of the Subclass A Class Member from or by a third-party (such as an insurance company or the Federal Emergency Management Agency) as compensation for Personal Property Damage, Real Property Damage, and/or Out of Pocket Expense caused by the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023, at the Claimed Address.
- c. **"Out of Pocket Expense"** shall mean the actual cost expended in repairing, reconstructing, cleaning, and/or sanitizing the Real Property and/or Personal Property damaged as a result of the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023, at the Claimed Address. For a Subclass A Class Member whose claim is based upon the right of subrogation, "Out of Pocket Expense" shall mean the amount paid to its insured for Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense caused by the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023, at the Claimed Address. 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.
- d. **"Personal Property"** shall mean all property that is not real property and can be moved from one location to another. *"Personal Property" does not include vehicles.*
- e. **"Personal Property Damage"** shall mean the Personal Property that was destroyed by the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023, at the Claimed Address. Personal Property Damage *does not* include any Personal Property that was damaged or destroyed by overland flooding of stormwater onto Real Property. The monetary value of the Personal Property Damage shall be calculated based upon the Fair Market Value of the item.
- f. **"Real Property"** shall mean all buildings, structures, and improvements, and other permanent fixtures, including, but not limited to, walls and wall coverings, floors and floor coverings affixed thereto.
- g. **"Real Property Damage"** shall mean the Real Property that was destroyed by the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023, at the Claimed Address. The monetary value of the Real Property Damage shall be strictly limited to the lesser of the estimated and/or actual cost to repair the Real Property destroyed and to return the Real Property to its condition that existed immediately prior to the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023. Real Property Damage does not include any Real Property that was damaged by overland flooding of stormwater onto Real Property. 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, the lost rental value, diminished market value, loss of use or enjoyment or business interruption.
- h. **"Sewage Disposal System Event"** shall mean the overflow or backup of a sewage disposal system, as defined by MCL 691.1416(j), onto Real Property. *A "Sewage Disposal System Event" does not include the overland flooding of stormwater onto Real Property.*

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 one 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 23–24, 2023**

1. Based upon the documentation you provided Class Counsel, it was determined that you claimed the following for the claimed Sewage Disposal System Event occurring on or about August 23–24, 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 23–24, 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 23–24, 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 23–24, 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 7

CLAIM FORM - B
SEWAGE DISPOSAL SYSTEM EVENT OCCURRING ON OR ABOUT
AUGUST 23–24, 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 23–24, 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 23–24, 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. "**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 August 23–24, 2023. 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.

- b. **"Financial Reimbursement"** shall mean the payment received by or paid on behalf of the Subclass B Class Member from or by a third-party (such as an insurance company or the Federal Emergency Management Agency) as compensation for Personal Property Damage, Real Property Damage and/or Out of Pocket Expense caused by the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 at the Claimed Address.
- c. **"Out of Pocket Expense"** shall mean the actual cost expended in repairing, reconstructing, cleaning and/or sanitizing the Real Property and/or Personal Property damaged as a result of the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 at the Claimed Address. For a Subclass B Class Member whose claim is based upon the right of subrogation, "Out of Pocket Expense" shall mean the amount paid to its insured for Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense caused by the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 at the Claimed Address. Out of Pocket Expenses *does not* include: 1) any claim for noneconomic damages as defined by MCL 691.1416(f); and 2) any payments by the Class Member associated with overland flooding of stormwater onto Real Property.
- d. **"Personal Property"** shall mean all property that is not real property and can be moved from one location to another. *"Personal Property" does not include vehicles.*
- e. **"Personal Property Damage"** shall mean the Personal Property that was destroyed by the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 at the Claimed Address. Personal Property Damage *does not* include any Personal Property that was damaged or destroyed by overland flooding of stormwater onto Real Property. The monetary value of the Personal Property Damage shall be calculated based upon the Fair Market Value of the item.
- f. **"Real Property"** shall mean all buildings, structures and improvements, and other permanent fixtures, including, but not limited, walls and wall coverings, floors and floor coverings affixed thereto.
- g. **"Real Property Damage"** shall mean the Real Property that was destroyed by the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023, at the Claimed Address. The monetary value of the Real Property Damage shall be strictly limited to the lesser of the estimated and/or actual cost to repair the Real Property destroyed and to return the Real Property to its condition that existed immediately prior to the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023. Real Property Damage does not include any Real Property that was damaged by overland flooding of stormwater onto Real Property. 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, the lost rental value, diminished market value, loss of use or enjoyment or business interruption.
- h. **"Sewage Disposal System Event"** shall mean the overflow or backup of a sewage disposal system, as defined by MCL 691.1416(j), onto Real Property. *A "Sewage Disposal System Event" does not include the overland flooding of stormwater onto Real Property.*

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 23–24, 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 23–24, 2023:

Proof of Identification Documentation

For each claimant, you must attach a copy of one 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 23–24, 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 23–24, 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 23–24, 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 23–24, 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 23–24, 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 23–24, 2023 at the Claimed Address (listed above).

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

Your signature Date: _____

Your Spouse's signature Date: _____

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 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 3 rd parties to make the repairs	Amount of Materials and Payment to 3 rd 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 8

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND
NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT

You may be a Class Member to the Settlement Agreement if you are listed in Exhibit 1, who either 1) claims that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on Defendant or 2) claims that they timely notified the City of Birmingham, orally or in writing, they sustained a sewage disposal system event on or about August 23, 2023, and who claim they were not provided written instructions from the City of Birmingham on how to comply with MCL 691.1419(1).

Please read this Notice carefully, as it affects your legal rights.

Oakland 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 23–24, 2023, in the City of Birmingham, Michigan.
- The Settlement Agreement requires \$800,000 to be paid under the terms and conditions of the Settlement Agreement by Defendant.
- The parties have agreed to settle the lawsuits, 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 Birmingham about the legal claims asserted in the lawsuits, 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 against the City of Birmingham pending in Oakland County Circuit Court, Michigan.

This Notice is given by Order of the Honorable Edward Ewell, Jr., Oakland 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, with the Defendant regarding a claimed Sewage Disposal System Event occurring on or about August 23–24, 2023, in the City of Birmingham, Michigan or claims that they timely notified the City of Birmingham, orally or in writing, they sustained a sewage disposal system event on or about August 23, 2024, 2023, and who claim they were not provided written instructions from the City of Birmingham on how to comply with MCL 691.1419(1). 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, *Aziz, et al v City of Birmingham*, Oakland County Circuit Court Case No. 22-004937-NZ, was filed regarding a claimed Sewage Disposal System Event occurring on or about August 23–24, 2023, in the City of Birmingham, Michigan.

Plaintiffs seek 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 23–24, 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 Plaintiffs or any Class Member.

3. **WHY ARE THE CLASS ACTIONS BEING SETTLED:** The Court did not decide in favor of the Plaintiffs 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 Plaintiffs 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 who claims a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on the City of Birmingham.

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 who claim that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on the Defendant and who had provided itemized values of their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense to Class Counsel prior to October 31, 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 who claim that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on the Defendant and who had not provided itemized values of their Real Property Damage, Personal Property Damage, and/or Out of Pocket Expense to Class Counsel prior to October 31, 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, \$800,000 shall be paid under the terms and conditions of the Settlement Agreement by Defendant.

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/Birmingham.

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 23–24, 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 23–24, 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, 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 Representatives as Incentive Awards.

- 8. HOW LONG WILL IT TAKE TO GET RELIEF UNDER THE SETTLEMENT:** On _____ at _____, 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: 1/3 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 Defendant, including Defendant's officers, employees, directors, attorneys, affiliates, predecessors, successors, assigns and insurers from all Claims. This means you will no longer be able to sue the Defendant 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	PLUNKETT COONEY Plaza One Financial Center 11 E. Court Street, Suite 1B Flint, MI 48502

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 the Oakland County Circuit Court, 200 N Telegraph Rd, Pontiac, MI 48341, Courtroom 4C 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. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.dubinlawpllc.com by choosing Select Case Keyword "Birmingham 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, Oakland County Circuit Court, Michigan.

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

Dated:

Honorable Kwamé L. Rose

Exhibit 9

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

Aziz, et al v City of Birmingham, Oakland County Circuit Court Case No. 22-004937-NZ

**You may be a Class Member to the Settlement Agreement if you are listed in Exhibit 1, who either 1) claims that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on Defendant or 2) claims that they timely notified the City of Birmingham, orally or in writing, they sustained a sewage disposal system event on or about August 23, 2023, and who claim they were not provided written instructions from the City of Birmingham on how to comply with MCL 691.1419(1).
Please read this Notice carefully, as it affects your legal rights.**

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

A putative class action lawsuit currently pending in the Oakland County Circuit Court involves claims against the City of Birmingham, Michigan, and the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023, in the City of Birmingham, Michigan. A Settlement Agreement with Defendant in this lawsuit has been submitted to the Court.

The Settlement Agreement requires \$800,000 to be paid under the terms and conditions of the Settlement Agreement by the Defendant. The Settlement Agreement also requires Class Counsel to make deposits from the Settlement 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 either 1) claims that a Written Notice of Claim regarding the claimed Sewage Disposal System Event occurring on or about August 23–24, 2023 was served on Defendant or 2) claims that they timely notified the City of Birmingham, orally or in writing, they sustained a sewage disposal system event on or about August 23, 2024, 2023, and who claim they were not provided written instructions from the City of Birmingham on how to comply with MCL 691.1419(1).
What was the basis for the lawsuits?	The claimed Sewage Disposal System Event occurred on or about August 23–24, 2023, concerning areas in the City of Birmingham, Michigan.
What benefits does the Settlement Agreement provide?	The Settlement Agreement requires \$800,000 to be paid under the terms and conditions of the Settlement Agreement by the Defendant. The Settlement Agreement also requires Class Counsel to make deposits from the Settlement Fund to the Birmingham Settlement Account 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 [REDACTED].
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 [REDACTED].
Can I be excluded from the lawsuits?	Yes. To opt-out of the Settlement Agreement, you must follow the procedures outlined in the Long Form Notice available on the website above on or before [REDACTED]. 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 [REDACTED]. 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 Defendant from any and all Claims.
Scheduled Hearing	The Oakland County Circuit Court, located at 200 N Telegraph Rd, Pontiac, MI 48341, 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 Plaintiffs/Class Representatives. The Court will hold a final fairness hearing on [REDACTED] at [REDACTED], or as otherwise directed by the Court.

This is only a PARTIAL summary of the Settlement with City of Birmingham. 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/Birmingham

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 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	\$
Total	\$

The above Total is your Approved Claimed Amount and 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 Amount listed is accurate:	<p>You do not need to do anything.</p> <p>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.</p>
If you believe that the Amount is NOT accurate:	<p>You have the right to file an objection.</p> <p>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.</p> <p>To be considered, the objection must be postmarked or received by this office by [7 days of this letter].</p>

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 at your own expense counsel 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 pursuant to the terms and conditions contained in the Settlement Agreement.