

# **EXHIBIT E**

## NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF MICHIGAN

*In re Great Expressions Data Security Incident Litigation*, Case No. 2:23-cv-11185

**To: All individual U.S. residents to whom ADG, LLC d/b/a Great Expressions Dental Centers and Great Expressions Dental Centers, P.C. (collectively, “Defendants”) sent notice that their personal information was potentially impacted in the Data Security Incident.**

A proposed settlement has been reached in a class action lawsuit titled, *In re Great Expressions Data Security Incident Litigation*, No. 2:23-cv-11185 (E.D. Mich.) (the “Lawsuit”). The Lawsuit asserts claims against Defendants related to a data security incident that occurred in February 2023 (the “Data Security Incident”). Defendants notified potentially impacted individuals of the Data Security Incident beginning in May 2023.

The settlement provides benefits to all individual U.S. residents to whom Defendants sent notice of the Data Security Incident (“Settlement Class Members”). The benefits available to Settlement Class Members depends on whether their Social Security numbers were potentially accessed or acquired during the Data Security Incident. Settlement Class Members whose Social Security numbers were potentially accessed or acquired are “SSN Subclass Members.” Settlement Class Members whose Social Security numbers were not potentially accessed or acquired are “Non-SSN Subclass Members.” The benefits available are as follows:

### **For SSN Subclass Members Only:**

- (1) **A Cash Payment of up to \$500.00.** In addition to, or in the alternative to, making claims for Ordinary Out-of-Pocket Losses and Ordinary Attested Time and/or claims for Extraordinary Losses, SSN Subclass Members may elect to receive a cash payment of up to \$500. Cash Payments will be subject to an aggregate cap of \$300,000. If the aggregate amount of Cash Payments exceeds \$300,000, such payments will be decreased pro rata to total of \$300,000,
- (2) Reimbursement of Ordinary Out-of-Pocket Losses up to \$500 per individual for unreimbursed costs, losses, or expenditures incurred in responding to notice of the Data Security Incident that were incurred between February 17, 2023 and the Claims Deadline,
- (3) Whether or not they incurred Ordinary Out-of-Pocket Losses, SSN Subclass Members may also submit a claim for up to 2 hours of time spent responding to receiving notice of the Data Security Incident at a rate of \$20 per hour by providing an attestation and a brief description of: (1) the actions taken in response to receiving notice of the Data Security Incident; and (2) the time associated with each action (“Ordinary Attested Time”), and/or
- (4) Reimbursement of Extraordinary Losses up to \$5,000 per individual for unreimbursed costs, losses, or expenditures that are fairly traceable to the Data Security Incident and not reimbursable as Ordinary Out-of-Pocket Losses.

**For Non-SSN Subclass Members Only:**

- (1) Non-SSN Subclass Members may submit a claim for up to 2 hours of time spent remedying issues related to the Data Security Incident at a rate of \$20 per hour by providing an attestation and a brief description of: (1) the actions taken in response to the Data Security Incident; and (2) the time associated with each action (“Non-SSN Attested Time”).

If you are a Settlement Class Member, your options are:

<b>SUBMIT A CLAIM FORM DEADLINE:</b> _____	You must submit a valid claim form to receive a payment from this Settlement. If you submit a valid claim, you will receive a payment but will no longer be able to sue Defendants over the claims resolved in the settlement.
<b>DO NOTHING</b>	You will receive no payment and will no longer be able to sue Defendants over the claims resolved in the settlement.
<b>EXCLUDE YOURSELF DEADLINE:</b> _____	You may exclude yourself from this settlement and keep your right to sue separately. If you exclude yourself, you receive no payment. Exclusion instructions are provided in this Notice.
<b>OBJECT DEADLINE:</b> _____	If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the settlement by following the instructions in this Notice. The Court may reject your objection. You must still file a claim if you desire any monetary relief under the settlement.

The Court must give final approval to the settlement before it takes effect but has not yet done so. No payments will be made until after the Court gives final approval and any appeals are resolved.

**Please review this Notice carefully.** You can learn more about the settlement by visiting **TBD** or by calling **1-800-XXX-XXXX**.

**Further Information about this Notice and the Lawsuit**

*1. Why was this Notice issued?*

Settlement Class Members may be eligible to receive payment from a proposed settlement of the Lawsuit. The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed settlement that will affect their legal rights. This Notice explains certain legal rights and options Settlement Class Members have in connection with the settlement.

*2. What is the Lawsuit about?*

The Lawsuit is a proposed class action lawsuit brought on behalf of certain current and former employees and patients of customers/licensees of Defendants whose information may have been accessed and/or acquired by unauthorized individuals as part of the Data Security Incident. The affected information may include (1) for employees: names, Social Security numbers, driver’s

license numbers, passport numbers, and/or bank account and routing number and (2) for patients: patient names, dates of birth, contact information, mailing addresses, Social Security numbers, driver's license numbers, financial account information, credit or debit card numbers, diagnosis and treatment information, medical and dental history, dental examination information, charting information, treatment plans, x-ray images, dates of service, provider names, GEDC office of treatment, billing records, costs of services, prescription information and/or health insurance information.

The Lawsuit claims Defendants are legally responsible for the Data Security Incident and asserts various legal claims, including negligence, breach of implied contract, and declaratory judgment. Defendants deny these claims and deny that it did anything wrong.

3. *Why is the Lawsuit a class action?*

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all of these people are the "class" and each individually is a "class member." There are five Representative Plaintiffs in this case: Vanessa Brito, Crystal Coffey, Jacqueline Williams, Aprill Denson, as next friend of C.D., a minor, and James Patterson. The class in this case is referred to in this Notice as the "Settlement Class."

4. *Why is there a settlement?*

The Representative Plaintiffs in the Lawsuit, through their attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiffs and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Representative Plaintiffs' claims or Defendants' defenses have any merit, and it will not do so if the proposed settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive compensation. The settlement does not mean that Defendants did anything wrong, or that the Representative Plaintiffs and the Class would or would not win their case if it were to go to trial.

### **Terms of the Proposed Settlement**

5. *Who is in the Settlement Class?*

The Settlement Class is defined by the Court as all individual U.S. residents to whom Defendants sent notice of the Data Security Incident. Excluded from the Settlement Class are (1) the Judge and Magistrate Judge presiding over the Lawsuits, any members of the Judges' respective staffs, and immediate members of the Judges' respective families; (2) officers, directors, members and shareholders of Defendants; (3) persons who timely and validly request exclusion from and/or opt-out of the Settlement Class and the successors and assigns of any such excluded persons; and (4) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Data Security Incident or who pleads nolo contendere to any such charge.

6. *What are the terms of the settlement?*

The proposed settlement would create a Settlement Fund of \$2,700,000.00 that would be used to pay all costs of the settlement, including: (i) payments to Settlement Class Members who submit valid claims, (ii) costs of administration and notice (approximately \$\_\_\_), (iii) any attorneys' fees and costs awarded by the Court to Class Counsel (up to one third of the Settlement Fund (or up to \$900,000.00) plus litigation costs and expenses of up to \$25,000.00), and (iv) any service awards to the Representative Plaintiffs awarded by the Court (up to \$2,500.00 each). The settlement also releases all claims or potential claims of Settlement Class Members against Defendants arising from or related to the Data Security Incident, as detailed in the Class Settlement Agreement and Release.

7. *What claims are Settlement Class Members giving up under the settlement?*

Settlement Class Members who do not validly exclude themselves from the settlement will be bound by the Class Settlement Agreement and Release and any final judgment entered by the Court, and will give up their right to sue Defendants and other Released Persons (as defined in the Settlement Agreement) for the claims being resolved by the settlement, including all claims or potential claims of Settlement Class Members against Defendants and other Released Persons arising from or related to the Data Security Incident. The claims that Settlement Class Members are releasing are described in Section 6.1 of the Class Action Settlement Agreement and Release and the persons and entities being released from those claims are described in Sections 1.24 and 1.26 of the Class Action Settlement Agreement and Release. Section 9.1 of the Class Settlement Agreement and Release explains when such releases will occur.

**Payments to Settlement Class Members**

8. *What kind of payments can Settlement Class Members receive?*

Settlement Class Members who submit valid claims and any required documentation may receive one or more of the following, to be paid from the Settlement Fund:

**For SSN Subclass Members:**

- (1) **A Cash Payment of up to \$500.00.** In addition to, or in the alternative to, making claims for Ordinary Out-of-Pocket Losses and Ordinary Attested Time and/or claims for Extraordinary Losses, SSN Subclass Members may elect to receive a cash payment of up to \$500. Cash Payments will be subject to an aggregate cap of \$300,000. If the aggregate amount of Cash Payments exceeds \$300,000, such payments will be decreased pro rata to total of \$300,000,
- (2) Reimbursement of Ordinary Out-of-Pocket Losses up to \$500 per individual for unreimbursed costs, losses, or expenditures incurred in responding to notice of the Data Security Incident that were incurred between February 17, 2023 and the Claims Deadline,
- (3) Whether or not they incurred Ordinary Out-of-Pocket Losses, SSN Subclass Members may also submit a claim for up to 2 hours of time spent responding to receiving notice of the Data Security Incident at a rate of \$20 per hour by providing an attestation and a brief

description of: (1) the actions taken in response to receiving notice of the Data Security Incident; and (2) the time associated with each action (“Ordinary Attested Time”), and/or

- (4) Reimbursement of Extraordinary Losses up to \$5,000 per individual for unreimbursed costs, losses, or expenditures that are fairly traceable to the Data Security Incident and not reimbursable as Ordinary Out-of-Pocket Losses.

**For Non-SSN Subclass Members:**

- (1) Non-SSN Subclass Members may submit a claim for up to 2 hours of time spent remedying issues related to the Data Security Incident at a rate of \$20 per hour by providing an attestation and a brief description of: (1) the actions taken in response to the Data Security Incident; and (2) the time associated with each action (“Non-SSN Attested Time”).

Depending on how many valid claims are submitted, the amounts of the reimbursements, Attested Time payments, and Cash Payments will be adjusted upward or downward proportionally among Settlement Class Members submitting valid claims, as explained further below in Question 12.

*9. What is the Cash Payment?*

**Every SSN Subclass Member is eligible to receive a Cash Payment of up to \$500**, regardless of whether he or she experienced any unauthorized charges or identifiable losses related to the Data Security Incident. SSN Subclass Members seeking a Cash Payment must provide the information required on the Claim Form. The Cash Payment is subject to upward (to a maximum of \$500) or downward adjustment as described below in Question 12.

Eligibility for any award, including the Cash Payment, is within the discretion of the Claims Administrator as outlined in Paragraph 16.

*10. What is Reimbursement for Ordinary Out-of-Pocket Losses?*

SSN Subclass Members who incurred unreimbursed costs, losses, or expenditures in responding to notice of the Data Security Incident between February 17, 2023, and the Claims Deadline may be eligible to receive a reimbursement for these costs, losses, or expenditures.

Ordinary Out-of-Pocket Losses may include, without limitation, the following: (1) costs associated with accessing or freezing/unfreezing credit reports with any credit reporting agency; (2) other miscellaneous expenses incurred related to any Ordinary Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and (3) credit monitoring or other mitigative costs.

If it is verified that a Settlement Class Member meets all the criteria described in the Settlement Agreement, and they submit proof of their unreimbursed costs, losses, and expenditures and the dollar amount of those costs, losses, and expenditures, they will be eligible to receive reimbursement of up to \$500.00.

Documentation supporting Ordinary Out-of-Pocket Losses can include receipts or other documentation not “self-prepared” that documents the costs incurred. “Self-prepared” documents,

such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

*11. What is Reimbursement for Extraordinary Losses?*

SSN Subclass Members who incurred unreimbursed costs, losses, or expenditures that are fairly traceable to the Data Security Incident and not reimbursable as Ordinary Out-of-Pocket Losses may be eligible to receive a reimbursement for these costs, losses or expenditures.

Extraordinary Losses will be deemed “fairly traceable” to the Data Security Incident if (1) the timing of the cost or expenditure occurred on or after February 17, 2023; and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to Defendants prior to the Data Security Incident.

Extraordinary Losses may include, without limitation, the unreimbursed costs, losses, or expenditures incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of your personal information.

If it is verified that a Settlement Class Member meets all the criteria described in the Settlement Agreement, and they submit proof of their unreimbursed costs, losses, and expenditures and the dollar amount of those unreimbursed costs, losses, and expenditures, they will be eligible to receive reimbursement of your documented unreimbursed costs, losses, and expenditures of up to \$5,000.00.

Documentation supporting Extraordinary Losses can include receipts or other documentation not “self-prepared” that documents the unreimbursed costs, losses, or expenditures incurred. “Self-prepared” documents, such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

*12. When and how will the amount of settlement payments be adjusted?*

**For SSN Subclass Members:**

Approved Claims for Ordinary Out-of-Pocket Losses and Ordinary Attested Time and Extraordinary Losses for SSN Subclass Members will be subject to an aggregate cap of \$150,000. If the aggregate amount of Approved Claims for Ordinary Out-of-Pocket Losses and Ordinary Attested Time and Extraordinary Losses for SSN Subclass Members exceeds \$150,000, such claims will be decreased *pro rata* to total of \$150,000. If the aggregate amount of Approved Claims for Ordinary Out-of-Pocket Losses and for Ordinary Attested Time and Extraordinary Losses SSN Subclass Members is less than \$150,000, the remainder will be used to pay the claims for attested time by the Non-SSN Subclass Members.

Cash Payments for SSN Subclass Members will be subject to an aggregate cap of \$300,000. If the aggregate amount of Cash Payments exceeds \$300,000, such payments will be decreased *pro rata* to total of \$300,000. If the aggregate amount of Cash Payments to SSN Subclass Members is less than \$300,000, the remainder will be used to pay the claims for attested time by the Non-SSN Subclass Members.

### **For Non-SSN Subclass Members:**

If the aggregate amount of Approved Claims for Non-SSN Attested Time by Non-SSN Subclass Members exceeds the remaining amount of the Settlement Fund (after payment of Approved Claims for Ordinary Out-of-Pocket Losses and Ordinary Attested Time, Approved Claims for Extraordinary Losses, Cash Payments, notice and administration costs, service award payments approved by the Court, and attorneys' fees and expenses awarded by the Court), such claims will be decreased *pro rata* to consume the remaining amount of the Settlement Fund. If the aggregate amount of Approved Claims for Non-SSN Attested Time by Non-SSN Subclass Members is less the remaining amount of the Settlement Fund, such claims will be increased *pro rata* to consume the remaining amount of the Settlement Fund or up to \$80 per claim, whichever occurs first. Any remainder will be used to increase the Cash Payments for SSN Subclass Members *pro rata*.

13. *What happens after all claims are processed and there are funds remaining?*

If there are any funds remaining after all valid claims are processed and the time to cash any payment checks has passed, those funds shall be distributed as directed by the Court, including potential distribution to a charitable organization. No remaining funds will be returned to Defendants.

### **Your Options as a Settlement Class Member**

14. *If I am a Settlement Class Member, what options do I have?*

If you are a Settlement Class Member, you do not have to do anything to remain in the settlement. **However, if you wish to seek an award under the settlement, you must complete and submit a Claim Form postmarked or submitted online at **TBD** by **[INSERT DATE]**.**

If you do not want to give up your right to sue Defendants about the Data Security Incident or the issues raised in this case, you must exclude yourself (or "opt out") from the Settlement Class. See Question 18 below for instructions on how to exclude yourself.

If you wish to object to the settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 21 below for instructions on how to submit an objection.

15. *What happens if I do nothing?*

If you do nothing, you will get no award from this settlement. Unless you exclude yourself, after the settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and other Released Persons related to the claims released by the settlement.

16. *How do I submit a claim?*

You may complete the Claim Form online at **TBD**. You may also obtain a paper Claim Form by downloading it at **TBD** or by calling the claims administrator at **[INSERT TOLL-FREE NUMBER]**. If you choose to complete a paper Claim Form, you may either submit the completed



and signed Claim Form and any supporting materials electronically at **TBD** or mail them to: **[INSERT CLAIMS MAILING ADDRESS]**.

**For SSN Subclass Members:**

If you **do not** wish to make a Claim for Reimbursement of Ordinary Out-of-Pocket Losses or Reimbursement of Extraordinary Losses, but you **do** wish to make a claim for a Cash Payment and/or Ordinary Attested Time, you may fill out and return the “tear off” claim form attached to the mailed notice of this settlement, for which the postage is prepaid.

**For Non-SSN Subclass Members:**

If you wish to make a claim for Non-SSN Attested Time, you may fill out and return the “tear off” claim form attached to the mailed notice of this settlement, for which the postage is prepaid.

17. *Who decides my settlement claim and how do they do it?*

The Claims Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

18. *How do I exclude myself from the settlement?*

To opt out of the settlement you must make a signed, written request that (i) says you wish to exclude yourself from the Settlement Class in this Lawsuit, and (ii) includes your name, address and phone number. You must submit your request through the settlement website (**TBD**) or mail your request to this address:

**[INSERT REQUEST FOR EXCLUSION MAILING ADDRESS]**

Your request must be submitted online or postmarked by **[INSERT DATE]**.

19. *If I exclude myself, can I receive any payment from this settlement?*

No. If you exclude yourself, you will not be entitled to any award. However, you will also not be bound by any judgment in this Lawsuit.

20. *If I do not exclude myself, can I sue Defendants for the Data Security Incident later?*

No. Unless you exclude yourself, you give up any right to sue Defendants and other Released Persons for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a payment.

21. *How do I object to the settlement?*

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing and it, along with any supporting papers, must be mailed to the Clerk of the Court, Settlement Class Counsel and Defendants' Counsel, at the mailing addresses listed below. Your objection must be filed or postmarked no later than the objection deadline, **[INSERT OBJECTION DEADLINE]**:

<b>Court</b>	<b>Defendants' Counsel</b>
Office of the Clerk U.S. District Court for the Eastern District of Michigan  Clerk's Office Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd., Room 599 Detroit, MI 48226	Sean G. Wieber Winston & Strawn LLP 35 W. Wacker Dr. Chicago, IL 60601
<b>Settlement Class Counsel</b>	
Patrick A. Barthle II Morgan & Morgan 201 N. Franklin Street, 7th Floor Tampa, Florida 33602	Joseph M. Lyon The Lyon Firm 2754 Erie Ave. Cincinnati, OH 45208

To be considered by the Court, your objection must list all of the following information: (i) the name of the Lawsuit: *In re Great Expressions Data Security Incident Litigation*, No. 2:23-cv-11185 (E.D. Mich.); (ii) the objector's full name, address, telephone number, and e-mail address (if any); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class; (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a statement identifying all class action settlements objected to by the objector in the previous 5 years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative, if any.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

### **Court Approval of the Settlement**

22. *How, when and where will the Court decide whether to approve the settlement?*

The Court will hold a Final Approval Hearing to decide whether to approve the settlement. That hearing is scheduled for **\_\_\_\_\_ , 202\_ at \_\_\_\_\_ a.m./p.m. at the** Theodore Levin U.S. Courthouse 231 W. Lafayette Blvd., Room 250 Detroit, MI 48226. Please visit the Court's website

at <https://www.mied.uscourts.gov/> for current information regarding courthouse access and court hearings. At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Settlement Class Counsel's request for attorneys' fees and costs, and the request for a service award for the Representative Plaintiffs. After the hearing, the Court will decide whether to approve the settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check the Settlement Website the Court's website at <https://www.mied.uscourts.gov/> or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system to confirm the schedule if you wish to attend.

23. *Do I have to attend the hearing?*

No. You do not need to attend the hearing unless you object to the settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 21. You or your own lawyer are welcome to attend the hearing at your expense but are not required to do so.

24. *What happens if the Court approves the settlement?*

If the Court approves the settlement and no appeal is taken, the Settlement Fund will be fully funded. The Claims Administrator will pay any attorney fees and costs award and any Representative Plaintiff's service award from the Settlement Fund. Then, within the later of 60 days after the Effective Date or 30 days after all disputed claims have been resolved, the Claims Administrator will send settlement payments to Settlement Class Members who submitted timely and valid Settlement Claims.

If any appeal is taken, it is possible the settlement could be disapproved on appeal.

25. *What happens if the Court does not approve the settlement?*

If the Court does not approve the settlement, no Settlement Fund will be created, there will be no settlement payments to Settlement Class Members, Settlement Class Counsel or the Representative Plaintiffs, and the case will proceed as if no settlement had been attempted.

### **Lawyers for the Settlement Class and Defendants**

26. *Who represents the Settlement Class?*

The Court has appointed the following Class Counsel to represent the Settlement Class in this Lawsuit:

Patrick A. Barthle II Morgan & Morgan 201 N. Franklin Street, 7th Floor Tampa, Florida 33602 (813) 559-4908	Joseph Lyon The Lyon Firm 2754 Erie Ave. Cincinnati, OH 45208 Phone: (513) 381-2333 <a href="mailto:jlyon@thelyonfirm.com">jlyon@thelyonfirm.com</a>
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Settlement Class Members will not be charged for the services of Settlement Class Counsel; Settlement Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

27. *How will the lawyers for the Settlement Class be paid?*

Settlement Class Counsel will request the Court's approval of an award for attorneys' fees up to one third of the Settlement Fund (or up to \$900,000.00), plus reasonable costs and expenses (up to \$25,000.00), which shall be paid from the Settlement Fund. Settlement Class Counsel will also request approval of a service award of \$2,500.00 each to the Representative Plaintiffs, which shall also be paid from the Settlement Fund.

28. *Who represents Defendants in the Lawsuit?*

Defendants are represented by the following lawyers:

Sean G. Wieber  
Winston & Strawn LLP  
35 W. Wacker Dr.  
Chicago, IL 60601

**For Further Information**

29. *What if I want further information or have questions?*

This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Class Action Settlement Agreement and Release available at **TBD**, by contacting Settlement Class Counsel at the phone numbers provided in response to Question 26 above, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system or by visiting the Clerk's Office, Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Room 599, Detroit, MI 48226 between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays.

**XXXXXX** will act as the Claims Administrator for the settlement. You can contact the Claims Administrator at:

**[INSERT CONTACT INFO FOR CLAIMS ADMINISTRATOR]**

**Please do not contact the Court.**