

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

PHILIP ANGUS, MARK WIEDDER,
TANIA GARCIA, EDWARD
BURDICK, RAY HARTER,
DANIELLE MEIS, JONTHAN
KELLEY, RYAN MARTIN, ARTHUR
DORE, ANN KELLY, KEITH KELLY,
RANDY MONIZ, HOLLY RINGLING,
JOHN SCOTT SMITH,
CHRISTOPHER P. KENNEDY,
RAFAEL HERNANDEZ, WILLIAM
WORTON, HASSAN NASRALLAH,
NATHAN SILVA, LAURIE EWING
SCANLON, EVERETT TURNER, and
ALLIE MCLAUGHLIN,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

FLAGSTAR BANK, N.A., f/k/a
FLAGSTAR BANK, FSB, a Michigan-
based federally chartered stock savings
bank,

Defendant.

Case No.: 2:21-cv-10657-MFL-DRG

Hon. Matthew F. Leitman

**PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS**

Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure, Plaintiffs,
on behalf of themselves and all others similarly situated, move for entry of an order

granting final approval of this proposed class action Settlement and certifying the Settlement Class.

For the reasons set forth below, Plaintiffs respectfully request that the Court, after the Final Approval Hearing scheduled for October 1, 2026, grant this Motion, grant Plaintiffs' Motion for Attorney Fees, Expenses and Service Awards (ECF No. 131), and enter a final judgment dismissing this case. This Motion is supported by the Brief contained herein. The Parties have conferred, and Defendant does not oppose the relief requested herein.

Dated: September 17, 2026

Respectfully Submitted,

/s/ John A. Yanchunis

John A. Yanchunis
**MORGAN & MORGAN COMPLEX
LITIGATION GROUP**
201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
(813) 223-5505
jyanchunis@ForThePeople.com

***Interim Lead Counsel – First Data Breach,
Interim Co-Lead Counsel – Second Data
Breach, and Proposed Class Counsel***

Norman E. Siegel MO #44378
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112
Telephone: (816) 714-7100
siegel@stuevesiegel.com

***Interim Co-Lead Counsel – Second Data
Breach and Proposed Class Counsel***

Jeffrey S. Goldenberg
GOLDENBERG SCHNEIDER, L.P.A
4445 Lake Forest Drive, Suite 490
Cincinnati, OH 45242
Tel: (513) 345-8291
Email: jgoldenberg@gs-legal.com

Gary E. Mason
MASON LLP
5335 Wisconsin Avenue, NW, Suite 640
Washington, DC 20015
Tel: (202) 429-2290
Email: gmason@masonllp.com

Charles E. Schaffer
LEVIN, SEDRAN & BERMAN, LLP
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Tel: (212) 592-1500
Email: cschaffer@lfsblaw.com

M. Anderson Berry
**CLAYEO C. ARNOLD,
A PROFESSIONAL LAW CORP.**
865 Howe Avenue
Sacramento, CA 95825
(916) 777-7777
aberry@justice4you.com

Brian D. Flick (OH #0081605)
DannLaw
P.O. Box 6031040
Cleveland, Ohio 44103
Phone: (216) 373-0539
Fax: (216) 373-0536
notices@dannlaw.com

Bryan L. Bleichner
Chestnut Cambronne PA
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
bbleichner@chestnutcambronne.com

Interim Executive Committee – First Data Breach

E. Powell Miller
The Miller Law Firm, P.C.
950 W. University Drive, Suite 300
Rochester, Michigan 48307
Telephone: (248) 841-2200
epm@millerlawpc.com

Rachel K. Tack
Zimmerman Reed LLP
1100 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402
Telephone: (612) 341-0400
Email: rachel.tack@zimmermanreed.com

Danielle L. Perry
Mason LLP
5335 Wisconsin Avenue NW, Suite 640
Washington, District of Columbia 20015
Telephone: (202) 429-2290
Email: dperry@masonllp.com

Michael Reese
Reese LLP
100 W. 93rd Street, 16th Floor
New York, New York 10025
Telephone: (212) 594-5300
Email: mreese@reesellp.com

Jamisen A. Etzel

Lynch Carpenter LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, Pennsylvania 15222
Telephone: (412) 322-9243
Email: jamisen@lcllp.com

Plaintiffs Executive Committee – Second Data Breach

David H. Fink
Fink Bressack PLLC
38500 Woodward Avenue, Suite 350
Bloomfield Hills, Michigan 48304
Telephone: (248) 971-2500
Email: dfink@finkbressack.com

Interim Liaison Counsel – Second Data Breach

Adam E. Polk (State Bar No. 273000)
GIRARD SHARP LLP
601 California Street, Suite 1400
San Francisco, CA 94108
Tel: (415) 981-4800
apolk@girardsharp.com

Krysta Kauble Pachman (280951)
SUSMAN GODFREY L.L.P.
1900 Avenue of the Stars, Suite 1400
Los Angeles, California 90067-6029
Tel: (310) 789-3100
kpachman@susmangodfrey.com

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**PLAINTIFFS' BRIEF IN SUPPORT OF MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND CERTIFICATION OF
SETTLEMENT CLASS**

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CONCISE STATEMENT OF THE ISSUES PRESENTED

1. Whether the Court should finally approve the Parties' proposed class action Settlement and enter the order proposed by the Parties certifying the Settlement Class.

CONTROLLING OR MOST APPROPRIATE AUTHORITIES

Fed. R. Civ. P. 23

Angus et al. v. Flagstar Bank, 2:21-CV-10657, ECF No. 124 (E.D. Mich. 2026) (Leitman, J.) (order granting preliminary approval)

Hummel v. Teijin Auto. Techs., Inc., 2024 WL 4278752 (E.D. Mich. Sept. 24, 2024) (Leitman, J.)

Thomsen v. Morley Companies, Inc., 2023 WL 3437802 (E.D. Mich. 2023) (Ludington, J.)

UAW v. Gen. Motors Corp., 2006 WL 891151 (E.D. Mich. Mar. 31, 2006)

UAW v. Gen. Motors Corp., 497 F.3d 615 (6th Cir. 2007)

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<i>In re Wright & Fillipis, LLC Data Security Breach Litig.</i> , 2024 WL 3083436 (E.D. Mich. June 20, 2024)	18
<i>In re Yahoo! Inc. Customer Data Sec. Breach Litig.</i> , 2020 WL 4212811 (N.D. Cal. July 22, 2020)	21, 23
<i>In re Yahoo! Inc. Customer Data Sec. Breach Litig.</i> , 2022 WL 2304236 (9th Cir. June 27, 2022)	21
<i>Int’l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Ford Motor Company</i> , 2008 WL 4104329 (E.D. Mich. Aug. 29, 2008)	17
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I. INTRODUCTION

Following hard-fought settlement negotiations, the Parties reached a Settlement to resolve claims arising from two Data Breaches Flagstar experienced in 2021. The Settlement, achieved only after significant investigation, a detour to a different jurisdiction, motion practice, and extended arm's-length negotiations, creates a non-reversionary common fund of \$31,500,000 for the benefit of approximately 2,186,156 Settlement Class Members,¹ including (i) reimbursement for Documented Monetary Losses of up to \$25,000; (ii) three years of Credit Monitoring services; (iii) California Statutory Payments of up to \$100; and (iv) Residual Cash Payments. Subject to Court approval, the Settlement Fund will also pay for Notice Costs, Administrative Costs, Service Awards, and Attorneys' Fees and Expenses.

After the Court preliminarily approved the Settlement on March 12, 2026, the Settlement Administrator timely executed the Court-approved Notice Plan, providing direct Postcard and email notice to Settlement Class Members on or about May 12, 2026. EAG Decl. ¶¶ 6–10.

The response from Settlement Class Members has been overwhelmingly

¹ Flagstar originally projected the number of Settlement Class Members to be 2,187,170. After de-duplicating the Class List provided by Flagstar, the Settlement Administrator determined that 2,186,156 unique Settlement Class Members exist within the Class List. EAG Decl. ¶ 6.

positive. The June 29, 2026, deadline for exclusions and objections has now passed, and only forty-eight (48) Settlement Class Members (.002%) have timely requested exclusion from the Settlement, and only four (4) Settlement Class Members (.0002%) have filed objections. In contrast, with the August 11, 2026 claims deadline now passed, 257,386 Settlement Class Members (11.8%) have submitted claims, including 242,112 claims for Residual Cash Payments, which are currently estimated at \$55.11 for each claimant—an exceptional result in a data breach case.

As evidenced by the substantial number of claims and positive response from the Class, the Settlement is fair, reasonable, and adequate, and meets the requirements of Rule 23(e). Plaintiffs thus move for final approval of the Settlement.² In support of this Motion, Plaintiffs submit the Joint Declaration of Co-Class Counsel John A. Yanchunis and Norman E. Siegel (“Joint Decl.”) (**Ex. 1**) and the Declaration of Jordan Bakondy on behalf of the Settlement Administrator, Eisner Advisory Group LLC (“EAG”), (“EAG Decl.”) (**Ex. 2**).

II. FACTUAL BACKGROUND

A. Overview of the Litigation

The excellent result of this Settlement is due to over three years of thorough and strategic work by Plaintiffs and Class Counsel, which included the consolidation

² Class Counsel has separately filed a Motion for Attorneys’ Fees, Expenses, and Service Awards. ECF No. 131.

of two class actions, extensive motion practice, discovery, and mediation efforts. That history is detailed in the Joint Declarations of Co-Class Counsel John A. Yanchunis and Norman E. Siegel in Support of Preliminary Approval and in support of Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Service Awards. ECF No. 113-2 ¶¶ 15–34; ECF No. 131-1 ¶¶ 16–29.

B. The Settlement Terms

1. The Settlement Class

The proposed Settlement Class is defined as:

All persons in the United States whose personally identifying information (“PII”) was impacted by either or both of the two Data Breaches Flagstar experienced in 2021, as reflected in the Class List.

ECF No. 124, PageID.2655. The Settlement Class includes: (i) a Nationwide Settlement Class, representing approximately 2,186,156 individuals impacted by the Data Breaches and (ii) a California Settlement Class, representing approximately 364,000 California Settlement Class members. *Id.*³ EAG Decl. ¶ 6.

2. The Settlement Benefits

Flagstar has paid \$31,500,000 into a Settlement Fund for Settlement benefits, Notice and Administrative Costs, Service Awards approved by the Court, and

³ Excluded from the Settlement Class are: (i) Flagstar, any entity in which Flagstar has a controlling interest, and Flagstar’s officers, directors, legal representatives, Successors, Subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement Class. *Id.*

Attorneys' Fees and Expenses awarded by the Court. Joint Decl. ¶ 7. The specific benefits available to Settlement Class Members include:

- **Reimbursement of Documented Monetary Losses.** Reimbursement of documented Monetary Losses fairly traceable to the Data Breaches up to \$25,000 per individual. Monetary Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Breaches through the date of Claim submission; and miscellaneous expenses.
- **Credit Monitoring.** Three years of Credit Monitoring which will include three bureau credit monitoring and \$1 million in identity theft insurance protections.
- **California Statutory Payment.** Settlement Class Members who resided in California at the time of the Data Breaches may elect to receive a statutory cash payment of up to \$100 on a claims-made basis. To be eligible, California Settlement Class Members must submit an attestation that they were residents of California at the time of the Data Breaches. This benefit may be stacked with any other claim.
- **Residual Cash Payment.** All Settlement Class Members may also submit a claim for a Residual Cash Payment. The amount of this benefit shall be determined pro rata based on the amount remaining in the Settlement Fund following payment of the Attorneys' Fees and Expenses, Service Awards, Administrative Costs, Credit Monitoring costs, Claims for reimbursement of documented Monetary Losses, and claims for California Statutory Payments.

Id. ¶ 8. If the aggregate amount of payments for unreimbursed documented Monetary Losses and California Statutory Payments exceeds the remaining amount in the Settlement Fund after payment for costs of Credit Monitoring Services, Notice and Administrative costs, Service Awards, and Attorneys' Fees and Expenses, then each Settlement Class Member's Claim for documented Monetary Losses and California

Statutory Payments shall be proportionately reduced on a *pro rata* basis, and there will be no Residual Cash Payment. *Id.* ¶ 10.

3. Residual Funds

If any money remains in the Settlement Fund more than one hundred and fifty (150) days after the distribution of Settlement payments to the participating Settlement Class Members, or thirty (30) days after all reissued Settlement checks are no longer negotiable, whichever occurs later, any remaining money shall be used to purchase an extension of the Credit Monitoring services for those who submitted an approved Claim for that relief, and, in the event the amount remaining is insufficient to purchase any additional Credit Monitoring term, awarded to the designated and Court-approved *cy près* recipients. *Id.* ¶ 11.

4. Releases

In exchange for the benefits provided under the Settlement, Settlement Class Members will release Flagstar from claims that relate to or arise from the Data Breaches or the facts alleged in the Action. *Id.* ¶ 12.

5. Attorneys' Fees, Expenses, and Service Awards

The Notices sent to Settlement Class Members included the amounts for Attorneys' Fees, Expenses, and Service Awards that Class Counsel intended to request. Consistent with the Notices, Plaintiffs are requesting Service Awards in the

amount of \$2,500.00 for each named Plaintiff;⁴ Attorneys' Fees of \$10,500,000, representing one third of the total Settlement Fund; and reimbursement of reasonable and necessary litigation Expenses totaling \$311,690.80.⁵ If approved, these awards will be paid out of the Settlement Fund.

C. Preliminary Approval, Notice, Objections and Exclusions, and Approved Claims.

1. Preliminary Approval

On October 1, 2025, Plaintiffs filed their Unopposed Motion for Preliminary Approval of the Settlement and to Direct Notice of the Proposed Settlement to the Class. ECF No. 113. On March 12, 2026, the Court granted Plaintiffs' motion, finding that the Court would likely be able to: (1) approve the Settlement as fair, reasonable, and adequate, and (2) certify the Settlement Class for purposes of judgment on the Settlement. ECF No. 124. The Court appointed John A. Yanchunis and Norman E. Siegel as Interim Class Counsel pursuant to Fed. R. Civ. P. 23(g)(3) to act on behalf of the Settlement Class, *id.* at PageID.2656, and appointed EAG as the Settlement Administrator to administer the Notice Plan and the processing of

⁴ Named Plaintiff John Smith has recently passed away. Any benefits conferred under the Settlement would be available to his estate.

⁵ Pursuant to Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards ECF No. 131, PageID.2724, n.12, Class Counsel have updated this figure in connection with final approval of Settlement and have provided a breakdown of expenses by category. Joint Decl. ¶¶ 35–36. This figure represents a material reduction from that set forth in the request.

claims. *Id.* at PageID.2657.

2. Notice Plan

Pursuant to the Preliminary Approval Order, the Settlement Administrator implemented the Notice Plan in compliance with the Settlement Agreement and Preliminary Approval Order. On May 12–13, 2026, the Settlement Administrator commenced sending direct Postcard Notice via U.S. mail to 2,074,464 Settlement Class Members reflected in the Class List provided by Flagstar, in addition to direct email notice to 1,323,907 Settlement Class Members for whom Flagstar was able to provide email addresses. Joint Decl. ¶ 15; EAG Decl. ¶¶ 6–10, 15. In total, the Settlement Administrator achieved direct Notice to 2,109,352 Settlement Class Members, representing 96.5% of the Settlement Class. EAG Decl. ¶ 15.

The Settlement Administrator likewise established a Settlement Website, through which Settlement Class Members can review relevant dates and important documents, including the Settlement Agreement, Preliminary Approval Order, Long Form Notice, Claim Form, Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Service Awards, and other case-related documents. EAG Decl. ¶ 12. The Settlement Website also provides answers to frequently asked questions, contains opt-out and objection instructions, and includes contact information for the Settlement Administrator. *Id.* During the claims period, Settlement Class Members were able to submit claims electronically through the Settlement Website. *Id.* As of September

11, 2026, the Settlement Website has received 1,247,018 page views from 427,844 unique visitors. *Id.*

The Notices clearly and concisely summarized the Settlement and instructed Class Members of their legal rights and options in this Settlement, including: the option to submit a Claim Form to receive monetary payment for losses suffered; the option to ask to be excluded from the Settlement and retain the right to bring an individual action against Flagstar; the option to object to the Settlement; the option to attend the Final Approval Hearing; and the option to do nothing and not receive a monetary payment from the Settlement. EAG Decl. Exs. A–C. The Notices also informed Settlement Class Members that Class Counsel would seek Attorneys’ Fees to be paid from the Settlement Fund in an amount of up to one third of the Settlement Fund (\$10,500,000), plus reasonable litigation Expenses of up to \$500,000, along with Service Awards of \$2,500 for Settlement Class Representatives. *Id.* at Ex. A, p. 2; *id.* at Ex. B, p. 2; *id.* at Ex. C, p. 10.

3. Objections and Exclusions

The deadline for Settlement Class Members to exclude themselves or object to the proposed Settlement passed on June 29, 2026. ECF No. 124, PageID.2665. As of September 11, 2026, only forty-eight (48) Settlement Class Members submitted exclusion requests and only four have filed objections. EAG Decl. ¶ 17; Joint Decl. ¶ 23. This extremely low opt-out and objection rate is strong evidence that the

Settlement is fair, reasonable, and adequate. *See IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583, 600 (E.D. Mich. 2006) (“Out of more than 32,000 class members, only 37 individuals—about one-tenth of one percent—submitted 34 objections. This extremely minimal level of opposition represents significant support by the Class for the Settlement Agreement”).

4. Approved Claims

The Claim Process was structured to give all Settlement Class Members adequate time to review the Settlement terms, submit claims, and decide whether to opt-out of or object to the Settlement. Settlement Class Members were able to submit claims through the Settlement Website or by mail to the Settlement Administrator.

The claim deadline was August 11, 2026. ECF No. 124, PageID.2666. As a result of the robust Notice Plan, as of September 11, 2026, 257,386 Settlement Class Members submitted claims, resulting in a well-above-average claims rate of 11.8%, further confirming the quality of the result obtained for the class. EAG Decl. ¶ 16. Courts throughout the country have found far lower claims rates sufficient in the data breach context.⁶

⁶ *In re Wawa, Inc. Data Sec. Litig.*, 2024 WL 1557366, at *17 (E.D. Pa. Apr. 9, 2024) (explaining that a 2.56% claims rate “compares favorably to the claims rates in other data breach class actions”) (collecting cases); *In re C.R. England, Inc.*, 2024 WL 1157398, at *3 (D. Utah Mar. 18, 2024) (3.6% claims rate); *Carter v. Vivendi Ticketing US LLC*, 2023 WL 8153712, at *9 (C.D. Cal. Oct. 30, 2023) (finding 1.6% claims rate “in line with claims rates in other data breach class action settlements that courts have approved”) (collecting cases); *Desue v. 20/20 Eye Care Network*,

The claims approved to date include: (1) 242,112 claims for a Residual Cash Payment; (2) 99 claims for reimbursement for Documented Monetary Losses, totaling \$53,919.32; (3) 43,038 claims for a California Statutory Payment; and (4) 138,856 claims for Credit Monitoring. EAG Decl. ¶ 16.

The anticipated per-class-member value recovery further establishes the adequacy of the Settlement. The Residual Cash Payment is estimated at \$55.11 per claim, and the California Statutory Payment is estimated at \$100 per claim—each, standing alone, is an exceptional result in a data breach case. EAG Decl. ¶ 16.

III. THE SETTLEMENT CLASS MEETS THE REQUIREMENTS OF RULE 23 AND SHOULD BE CERTIFIED.

In its Preliminary Approval Order, the Court provisionally certified the Settlement Class for settlement purposes, finding that the class met each of Rule 23(a)’s requirements of numerosity, commonality, typicality, and adequacy, and that the class met each of Rule 23(b)(3)’s requirements of predominance and superiority. ECF No. 124, PageID.2655 (finding “the Settlement Class is so numerous that

Inc., 2023 WL 4420348, at *9 (S.D. Fla. July 8, 2023) (finding 0.66% claims rate “within the acceptable range for final approval”); *In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *4 (E.D. Wis. Mar. 22, 2023) (“A claims rate of 1.46% is generally in line with the rate experienced in other data breach class actions.”); *Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal. 2020) (0.83% claims rate); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (1.8% claims rate); *In re Target Corp. Customer Data Sec. Breach Litig.*, 2017 WL 2178306, at *1–2 (D. Minn. May 17, 2017), *aff’d*, 892 F.3d 968 (8th Cir. 2018) (0.23% claims rate)).

joinder of all Settlement Class Members would be impracticable” and “questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members[.]”); *id.* at PageID.2654–55 (finding “the claims of Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members” and “the proposed Settlement Class Representatives will fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class[.]”); *id.* at PageID.2655 (finding “questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members” and “a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy”).

Nothing has changed since the Court’s ruling to call the Court’s conclusions regarding class certification into question. Accordingly, for the reasons set forth in the Preliminary Approval Motion (ECF No. 113), the Court should finally certify the Settlement Class.

IV. THE SETTLEMENT SHOULD BE FINALLY APPROVED.

The Federal Rules of Civil Procedure require judicial approval of class action settlements. Fed. R. Civ. P. 23(e). At final approval, the ultimate issue is whether the

settlement is fair, reasonable, and adequate. Fed. R. Civ. P. 23(e)(2). Courts within the Sixth Circuit recognize a strong “federal policy favoring settlement of class actions[.]” *Int’l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615, 632 (6th Cir. 2007) (“UAW”); *see Leonhardt v. ArvinMeritor, Inc.*, 581 F. Supp. 2d 818, 830 (E.D. Mich. 2008).

A. Rule 23(e)(2) Factors Weigh in Favor of Final Approval.

To evaluate the fairness, reasonableness, and adequacy of a settlement at final approval, Rule 23(e)(2) directs courts to consider whether: (1) the class representatives and class counsel have adequately represented the class; (2) the proposal was negotiated at arm’s length; (3) the relief provided for the class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class; (iii) the terms of any proposed attorney’s fee, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(2); and (4) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2).

The Settlement easily satisfies the Rule 23(e)(2) factors. First, Plaintiffs and Class Counsel have adequately represented the Class and secured an excellent result. *See* ECF No. 124, PageID.2654–56.

Second, as the Court recognized in its Preliminary Approval Order, the Settlement “is the result of good faith and arm’s length negotiations that took place

under the auspices of a prominent mediator[.]” ECF No. 124, PageID.2656; *see Thomsen v. Morley Cos., Inc.*, 639 F. Supp. 3d 758, 768 (E.D. Mich. 2022) (“The parties negotiated the Agreement at arm’s length . . . the second factor is satisfied.”).

Likewise, the relief provided is “fair, reasonable, and adequate” considering “the benefits to the Settlement Class, the specific risks faced by the Settlement Class in prevailing on Plaintiffs’ claims, the stage of the proceedings at which the Settlement was reached, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, and all of the other factors required by Rule 23[.]” ECF No. 124, PageID.2656; *see* Fed. R. Civ. P. 23(e)(2); *Morley*, 639 F. Supp. 3d at 768.

Finally, the Settlement “treat[s] the members of the Class as relatively equal” taking into account the additional relief available to California Settlement Class Members as a result of their statutory claims. *See Morley*, 639 F. Supp. 3d at 768–69 (finding this factor met where similar benefits were presented, and noting the “apportionment of relief among class members takes appropriate account of differences among their claims and injuries, thus satisfying equal treatment” (cleaned up)). Thus, the Rule 23(e) factors weigh in favor of final approval.

B. The Sixth Circuit’s Factors Weigh in Favor of Final Approval.

In addition to the Rule 23(e) factors, courts in this district must also consider the seven factors proscribed by the Sixth Circuit to evaluate a proposed settlement

agreement. *Id.* Those factors are:

(1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest.

Id. (citing *UAW*, 497 F.3d at 631). Each factor supports final approval.

1. There is No Risk of Fraud or Collusion.

“Courts presume the absence of fraud or collusion in class action settlements unless there is evidence to the contrary.” *Morley*, 639 F. Supp. 3d at 769 (citing *Leonhardt*, 581 F. Supp. 2d at 838). Where, as here, a settlement was reached through arm’s-length negotiations through an experienced mediator—former United States District Court Judge Gerald E. Rosen and a former member of this Court—there is no evidence of fraud or collusion. *Id.* (“On the contrary, the parties settled with a neutral mediator”); *Sheick v. Auto. Component Carrier, LLC*, 2010 WL 3070130, at *13 (E.D. Mich. Aug. 2, 2010) (“[N]egotiations of the Settlement Agreement were conducted at arm’s-length by adversarial parties and experienced counsel, which itself is indicative of fairness, reasonableness, and adequacy.”). This factor strongly supports approval.

2. Litigation Through Trial Would be Complex, Costly, and Long.

The second factor is “the complexity, expense and likely duration of the litigation.” *UAW*, 497 F.3d at 631. Most class actions are inherently risky, and thus

“[t]he obvious costs and uncertainty of such lengthy and complex litigation weigh in favor of settlement.” *UAW v. Gen. Motors Corp.*, 2006 WL 891151, at *17 (E.D. Mich. Mar. 31, 2006) (“*UAW I*”). This case is no exception. Undoubtedly, further litigation would create numerous risks that a class could not be certified and/or that the Settlement Class would not recover anything at all.

The Settlement, on the other hand, provides certain, substantial, and immediate relief to the proposed Settlement Class. This result has been accomplished years earlier than if the case proceeded to judgment through trial, and provides certainty whereas litigation does not and could result in defeat for the Class at class certification, summary judgment, trial, or on appeal. Because “continued litigation would be complex, costly, and likely continue for several years with no guarantee or relief” this factor favors approval. *Morley*, 639 F. Supp. 3d at 769.

3. The Amount of Discovery Engaged in Supports Approval.

The third factor is “the amount of discovery engaged in by the parties,” *UAW*, 497 F.3d at 631, specifically, whether “there has been sufficient discovery to permit the plaintiffs to make an informed evaluation of the merits of a possible settlement[.]” *UAW II*, 2006 WL 891151, at *19. Here, the Parties engaged in jurisdictional discovery, including depositions, regarding the Second Data Breach, choice-of-law discovery regarding the First Data Breach, and exchanged discovery informally in connection with the Parties’ mediation efforts, including relating to

Flagstar's financial condition. Class Counsel's experiences in similar matters, as well as the efforts made by counsel on both sides, confirm that they are sufficiently well apprised of the facts of this action and their respective cases to make an intelligent analysis of the Settlement. Thus, this factor favors approval. *See, e.g., Morley*, 639 F. Supp. 3d at 770; *UAW II*, 2006 WL 891151, at *19.

4. Plaintiffs Face Real Risks if the Case Proceeds.

The fourth factor is "the likelihood of success on the merits." *UAW*, 497 F.3d at 631. "The likelihood of success on the merits 'provides a gauge from which the benefits of the settlement must be measured.'" *Morley*, 639 F. Supp. 3d at 770 (quoting *Poplar Creek Dev. v. Chesapeake Appalachia, L.L.C.*, 636 F.3d 235, 245 (6th Cir. 2011)).

Plaintiffs' claims still face substantial hurdles. To prevail, Plaintiffs would need to obtain class certification and survive any dispositive motions Flagstar might file. While Plaintiffs believe they have solid claims and will prevail, success is not guaranteed, especially where serious questions of law and fact exist in the evolving field of data breach litigation. *See, e.g., id.* ("Plaintiffs have acknowledged the risk of continued litigation, especially the 'substantial hurdles' for data-breach cases at the pleadings stage. Therefore, this factor favors approval."); *see also, Gordon v. Chipotle Mexican Grill, Inc.*, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data breach cases . . . are particularly risky, expensive, and complex."); *Hammond*

v. The Bank of N.Y. Mellon Corp., 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage); *In re Blackbaud, Inc., Customer Data Breach Litig.*, 2024 WL 2155221, at *1 (D.S.C. May 14, 2024) (denying class certification in data breach). This factor favors final approval.

5. Class Counsel and Plaintiffs Support the Settlement.

The fifth factor is “the opinions of class counsel and class representatives.” *UAW*, 497 F.3d at 631. “The endorsement of the parties’ counsel is entitled to significant weight, and supports the fairness of the class settlement.” *Int’l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Ford Motor Company*, 2008 WL 4104329, at *26 (E.D. Mich. Aug. 29, 2008). Here, both Class Counsel and Plaintiffs support the Settlement. They do so, because this Settlement is an excellent result for Class Members in light of the risks, uncertainty, and costs of future litigation. This factor therefore also favors final approval.

6. The Reaction of Absent Class Members Favors Approval.

The sixth factor is “the reaction of absent class members.” *UAW*, 497 F.3d at 631. Where only a small percentage of a class objects, there is “a strong presumption” that the proposed class settlement is favorable to class members. *Bowman v. Art Van Furniture, Inc.*, 2018 WL 6445389, at *6 (E.D. Mich. Dec. 10, 2018) (citation and quotation marks omitted); *In re Cardizem CD Antitrust Litig.*,

218 F.R.D. 508, 527 (E.D. Mich. 2003) (“A certain number of opt-outs and objections are to be expected in a class action. If only a small number are received, that fact can be viewed as indicative of the adequacy of the settlement.” (citation omitted)); *Olden v. Gardner*, 294 F. App’x 210, 217 (6th Cir. 2008) (inferring that most “class members had no qualms” with settlement where 79 out of 11,000 class members objected). 4 Newberg on Class Actions § 13:58 (6th ed.) (“Courts have often held that if only a small number of objections are received, that fact can be viewed as indicative of the adequacy of settlement.”).

Here, over 250,000 Settlement Class Members have submitted claims, resulting in an exceptional claims rate of over 11%. In contrast, only four (4) Settlement Class Members have objected and only forty-eight (48) have requested exclusion, representing .0002% and .002% of the Class, respectively. This overwhelmingly positive reception by absent Settlement Class Members weighs strongly in favor of final approval. *See, e.g., Morley*, 2023 WL 3437802, at *2 (granting final approval of class action settlement in data breach case involving 694,679 settlement class members, three (3) objections, and twenty-eight (28) requests for exclusion); *In re Wright & Fillipis, LLC Data Security Breach Litig.*, No. 2:22-cv-12908-SFC, 2024 WL 3083436, at *2 (E.D. Mich. June 20, 2024) (granting final approval of class action settlement in data breach case involving 877,584 settlement class members, no objections, and eleven (11) requests for

exclusion); *In re Hope Coll. Data Sec. Breach Litig.*, No. 1:22-CV-01224, 2024 WL 2268559, at *2 (W.D. Mich. May 20, 2024) (granting final approval of class action settlement in data breach case involving 156,783 settlement class, one (1) potential objection, and six (6) requests for exclusion); *Leonhardt*, 581 F. Supp. 2d at 839 (finding that, where only .002% of the class objected, such “minimal level of opposition indicates broad support for the settlement among class members”).

Further, for the reasons stated below, none of the objections raise issues warranting denial of final approval:

a) Gregory M. Scott’s Objection (ECF No. 125)

Mr. Scott objects to the Court awarding attorneys’ fees to one of the firms (Morgan & Morgan) serving as Class Counsel based on his general view of the firm’s “business model” and “style of practice.” ECF No. 125. Mr. Scott does not challenge any conduct by Class Counsel in this case, substantiate his personal objection with facts or law, or otherwise dispute the fairness, adequacy, or reasonableness of the relief provided to Settlement Class Members. *See, e.g., Morley*, 2023 WL 3437802, at *2 (overruling objections that did not raise concerns relating to the fairness, adequacy, or reasonableness of the settlement); 2 Newberg on Class Actions 3d, § 11.58 (“General objections without factual or legal substantiation carry little weight.”). Nor does Mr. Scott connect his unsubstantiated concerns to any conduct of Mr. Yanchunis personally, who works at Morgan & Morgan, in this or any other

case, over his entire career. As it is Mr. Yanchunis that the Court appointed and not Morgan & Morgan writ large, this objection lacks relevance to any of the Rule 23 factors. Class Counsel has expended substantial time, effort, and expense across multiple years to achieve a hard-fought, arm's length, and excellent resolution for the Settlement Class. Mr. Scott's objection should be overruled.

b) Jason Walker's Objection (ECF No. 126)

Mr. Walker objects to the Settlement benefits as inadequate. Although Mr. Walker concedes that a settlement "in this range" is "the norm," Mr. Walker contends that the Settlement is part of a "broader systemic failure" of data breach settlements to "function as deterrents[.]" ECF No. 126, PageID.2670.

Notwithstanding that the Settlement here (\$14.40 per-class-member value) exceeds the comparators cited by Mr. Walker (per-class-member values ranging from \$0.50 to \$12.65), objections that the settlement fund is too small for the class size, or that a defendant should be required to pay more to punish and deter future bad behavior, while understandable, do not take into account the risks and realities of litigation that Class Counsel were required to weigh when negotiating a fair resolution for the Class, and are not a basis for rejecting this Settlement. *See, e.g., Linney v. Cellular Alaska P'ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) ("[T]he very

essence of a settlement is compromise, a yielding of absolutes and an abandoning of highest hopes.” (internal quotation marks and citation omitted)).⁷

This Court provisionally determined in its Preliminary Approval Order that the relief provided by the Settlement is fair, reasonable, and adequate, which is confirmed by an exceptional claims rate and minimal opt-outs and objections. Mr. Walker’s individual view should not “overrule the views of the overwhelming majority of the Class, nor the Court’s determination that the settlement is fair, reasonable, and adequate, and should be approved.” *IUE-CWA*, 238 F.R.D. at 602 (internal quotation marks and citation omitted).

Mr. Walker also argues that the Court should not “approve a Settlement” in which Class Counsel receives one-third of the Settlement Fund. But the Settlement is not contingent upon the Court’s approval of the payment of any Attorneys’ Fees or Expenses. ECF No. 113-1, PageID.2466, ¶ 18.1. Rather, if the Court declines to

⁷ See also *In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, at *15 (N.D. Ga. Mar. 17, 2020) (“Objections that the settlement fund is too small for the class size, or that Equifax should be required to pay more, do not take into account the risks and realities of litigation, and are not a basis for rejecting the settlement.”), *aff’d in part, rev’d in part and remanded*, 999 F.3d 1247 (11th Cir. 2021); *In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL 4212811, at *14 (N.D. Cal. July 22, 2020) (“In objecting to the size of the Settlement, these Settlement Class Members fail to adequately take into account the risks and delays involved in proceeding to class certification, summary judgment, and/or trial. They ignore that the Settlement provides the class with a timely, certain, and meaningful recovery, while further litigation and any subsequent appeal are uncertain, would entail significant additional costs, and in any event would substantially delay any recovery achieved.”), *aff’d*, 2022 WL 2304236 (9th Cir. June 27, 2022).

approve, in whole or in part, a request for Attorneys' Fees or Expenses, all remaining provisions in this Agreement shall remain in full force and effect. *Id.* Regardless, Mr. Walker fails to substantiate his objection to the proposed fee.⁸ Thus, Mr. Walker's objection should be overruled.

c) James Shahan's Objection (ECF No. 127)

Mr. Shahan argues that the Settlement does not provide sufficient compensation for the alleged long-term risks associated with the exposure of financial information and that class members face difficulties documenting losses years after the breaches. These arguments largely reflect a disagreement with the amount of the Settlement and the compromises inherent in resolving complex litigation. In determining whether to approve a class action settlement, the "ultimate question" is "only whether the interests of the class as a whole are better served if

⁸ *See, e.g., Morley*, 2023 WL 3437802, at *2 (overruling objection to proposed 33% attorneys' fees, explaining the award was "presumptively reasonable" and the "percentage-of-fund method is apt because it reflects counsel's specialization in data breaches and simplifies the billing calculations of the 16 cases that were consolidated into one here"); *Weigand v. Grp. 1001 Ins. Holdings, LLC*, 2024 WL 6891436, at *3 (S.D. Ind. Oct. 3, 2024) ("In data breach cases, other courts have likewise found that an award of one-third of the common fund is customary and typical of like awards.") (internal quotation marks and citations omitted)); *In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *7 (overruling objector and awarding fee of 1/3 of gross settlement fund, explaining that district courts assessing the reasonableness of an attorney fee award for a class action settlement should "do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time." (internal quotation marks and citation omitted)).

the litigation is resolved by the settlement rather than pursued.” *Leonhardt*, 581 F. Supp. 2d at 833 (“It is neither required nor is it possible for a district court to determine that the proposed settlement is the fairest possible resolution of the claims of every individual class member.”). Here, the Settlement provides substantial and meaningful relief, including reimbursement for documented losses, compensation for time spent addressing issues arising from the breaches, cash payments, and credit-monitoring benefits, all while avoiding the significant risks, expense, and delay associated with continued litigation.

Likewise, to the extent Mr. Shahan has experienced, or expects to experience, unique and extraordinary amounts of damage, his more proper course would be to opt-out of the Settlement and retain his individual right to pursue those claims. Even so, he does not demonstrate that the \$25,000 available to him under the Settlement is insufficient to reimburse his documented losses. This too supports overruling the objections.⁹

⁹ See, e.g., *In re Yahoo!*, 2020 WL 4212811, at *15 (“For instance, [Objectors] Edward and Darlene Orr assert that they have spent over 3,383 hours, or almost 141 days’ worth of continuous time, addressing the Data Breaches. Edward and Darlene Orr also claim that they suffered over \$267,465 in damages, seemingly as a result of hacking targeting ‘global patents’ they hold. There is no evidence that damages of this magnitude are widespread. Thus, to the extent that Settlement Class Members suffered unique damages of this nature, the correct response is to opt out from the Settlement Class in order to pursue those damages on an individual basis.”); *In re Equifax Inc.*, 2020 WL 256132, at *16 (“In most cases, these objectors do not contend that the monetary relief is inadequate to compensate class members for any

Moreover, while Mr. Shahan laments “the difficulty of attributing identity-related fraud to a specific breach years after exposure,” (ECF No. 127, PageID.2674), the Settlement permits reimbursement of expenses “fairly traceable to the Data Breaches”—a far more lenient standard than would be applicable were he to pursue individual causes of action against Flagstar.

Finally, while Mr. Shahan’s objection also challenges the requested Attorneys’ Fees and Expenses, that issue is distinct from whether the Settlement itself merits approval. *See* ECF No. 113-1, PageID.2466, ¶ 18.1. Regardless, Mr. Shahan fails to substantiate his objection in light of Sixth Circuit precedent on reasonable fee awards. The objection should be overruled. *See Leonhardt*, 581 F. Supp. 2d at 840 (objector’s comment did not “alter the conclusion that the settlement . . . is fair, reasonable, and adequate”).

d) Michael McCarthy’s Objection (ECF No. 132)

Mr. McCarthy purports to object to the Settlement on the basis that he desires the Credit Monitoring services provided by the Settlement to include “identity restoration protection” that “help restore identity or future damage or litigation amounts of one million U.S. dollars protection.” ECF No. 132, PageID.2750. As previously explained, the Settlement’s Credit Monitoring services do just that, and

harm caused by Equifax’s alleged wrongs, making it hard to see how they are aggrieved.”).

will include three bureau credit monitoring and \$1 million in identity theft insurance protections. Indeed, Class Counsel have confirmed with EAG that Mr. McCarthy did file a claim and that he selected Credit Monitoring services. Thus, it appears that the precise relief Mr. McCarthy is seeking via the objection is already being provided by the Settlement.

7. The Settlement Serves the Public Interest.

The seventh and final factor is the “public interest.” *UAW*, 497 F.3d at 631. “[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are notoriously difficult and unpredictable’ and settlement conserves judicial resources.” *UAW II*, 2006 WL 891151, at *22 (quoting *In re Cardizem*, 218 F.R.D. at 530). The public interest and judicial resources are served by relief for the Class. *See, e.g., Morley*, 639 F. Supp. 3d at 770 (“Settling this 694,679-person class action would further the public interest by providing relief for the entire Class and conserving judicial resources.”).

CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request the Court grant their Motion for Final Approval of Class Action Settlement and enter Final Judgment.¹⁰

Dated: September 17, 2026

Respectfully Submitted,

/s/ John A. Yanchunis

John A. Yanchunis

¹⁰ Attached hereto is a copy of the proposed Final Approval order (Ex. 3).

**MORGAN & MORGAN COMPLEX
LITIGATION GROUP**

201 N. Franklin Street, 7th Floor
Tampa, Florida 33602
(813) 223-5505
jyanchunis@ForThePeople.com

Norman E. Siegel MO #44378
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112
Telephone: (816) 714-7100
siegel@stuevesiegel.com

Proposed Class Counsel

Jeffrey S. Goldenberg
GOLDENBERG SCHNEIDER, L.P.A
4445 Lake Forest Drive, Suite 490
Cincinnati, OH 45242
Tel: (513) 345-8291
Email: jgoldenberg@gs-legal.com

Gary E. Mason
MASON LLP
5335 Wisconsin Avenue, NW, Suite 640
Washington, DC 20015
Tel: (202) 429-2290
Email: gmason@masonllp.com

Charles E. Schaffer
LEVIN, SEDRAN & BERMAN, LLP
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Tel: (212) 592-1500
Email: cschaffer@lfsblaw.com

M. Anderson Berry
**CLAYEO C. ARNOLD,
A PROFESSIONAL LAW CORP.**

865 Howe Avenue
Sacramento, CA 95825
(916) 777-7777
aberry@justice4you.com

Brian D. Flick (OH #0081605)
DannLaw
P.O. Box 6031040
Cleveland, Ohio 44103
Phone: (216) 373-0539
Fax: (216) 373-0536
notices@dannlaw.com

Bryan L. Bleichner
Chestnut Cambronne PA
100 Washington Avenue South, Suite 1700
Minneapolis, MN 55401
Telephone: (612) 339-7300
bbleichner@chestnutcambronne.com

Interim Executive Committee – First Data Breach

E. Powell Miller
The Miller Law Firm, P.C.
950 W. University Drive, Suite 300
Rochester, Michigan 48307
Telephone: (248) 841-2200
epm@millerlawpc.com

Rachel K. Tack
Zimmerman Reed LLP
1100 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402
Telephone: (612) 341-0400
Email: rachel.tack@zimmermanreed.com

Danielle L. Perry
Mason LLP

5335 Wisconsin Avenue NW, Suite 640
Washington, District of Columbia 20015
Telephone: (202) 429-2290
Email: dperry@masonllp.com

Michael Reese
Reese LLP
100 W. 93rd Street, 16th Floor
New York, New York 10025
Telephone: (212) 594-5300
Email: mreese@reesellp.com

Jamisen A. Etzel
Lynch Carpenter LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, Pennsylvania 15222
Telephone: (412) 322-9243
Email: jamisen@lcllp.com

Plaintiffs Executive Committee – Second Data Breach

David H. Fink
Fink Bressack PLLC
38500 Woodward Avenue, Suite 350
Bloomfield Hills, Michigan 48304
Telephone: (248) 971-2500
Email: dfink@finkbressack.com

Interim Liaison Counsel – Second Data Breach

Adam E. Polk (State Bar No. 273000)
GIRARD SHARP LLP
601 California Street, Suite 1400
San Francisco, CA 94108
Tel: (415) 981-4800
apolk@girardsharp.com

Krysta Kauble Pachman (280951)

SUSMAN GODFREY L.L.P.

1900 Avenue of the Stars, Suite 1400

Los Angeles, California 90067-6029

Tel: (310) 789-3100

kpachman@susmangodfrey.com

CERTIFICATE OF SERVICE

I hereby certify that on September 17, 2026, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will send notice of electronic filing to all counsel of record.

/s/ John A. Yanchunis

John A. Yanchunis

EXHIBIT 1

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

PHILIP ANGUS, MARK WIEDDER,
TANIA GARCIA, EDWARD
BURDICK, RAY HARTER,
DANIELLE MEIS, JONTHAN
KELLEY, RYAN MARTIN, ARTHUR
DORE, ANN KELLY, KEITH KELLY,
RANDY MONIZ, HOLLY RINGLING,
JOHN SCOTT SMITH,
CHRISTOPHER P. KENNEDY,
RAFAEL HERNANDEZ, WILLIAM
WORTON, HASSAN NASRALLAH,
NATHAN SILVA, LAURIE EWING
SCANLON, EVERETT TURNER, and
ALLIE MCLAUGHLIN,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

FLAGSTAR BANK, N.A., f/k/a
FLAGSTAR BANK, FSB, a Michigan-
based federally chartered stock savings
bank,

Defendant.

Case No.: 2:21-cv-10657-MFL-DRG

Hon. Matthew F. Leitman

**JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND CERTIFICATION OF SETTLEMENT CLASS**

Norman E. Siegel and John A. Yanchunis declare as follows:

1. We were appointed by this Court to serve as Interim Co-Lead Class Counsel (“Class Counsel”) in the above-captioned action on March 12, 2026. Order Granting Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and to Direct Notice of Proposed Settlement to the Class (“Preliminary Approval Order”), ECF No. 124. We have continued to jointly lead Plaintiffs’ efforts in this case since that time, and we submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement, filed concurrently herewith.¹ We have personal knowledge of the matters addressed herein, including our work and that of our respective firms in prosecuting this action and negotiating its Settlement.

2. Class Counsel previously submitted a declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement. ECF No. 113-2. That declaration explained the qualifications of Class Counsel, their work on behalf of the Settlement Class in this case through Preliminary Approval, the history of settlement negotiations, the basis for Settlement, the relief that the Settlement will afford the members of the Settlement Class, and the proposed notice plan and claims process for members of the Settlement Class.

¹ Unless otherwise stated, all capitalized terms have the same meaning here as they do in the Settlement Agreement.

3. Class Counsel also previously submitted a declaration in support of Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards. ECF No. 131-1. That declaration addressed the facts that bear on the Court's determination of a reasonable fee, along with Class Counsel's requests for reimbursement of reasonable Expenses and Service Awards to the Settlement Class Representatives.

4. This declaration focuses on the facts that bear on the Court's determination as to whether to grant final approval of the Settlement, and, among other things, summarizes our continued work on behalf of the Settlement Class since this Court ordered issuance of notice. This declaration also provides an updated and more granular summary of the Expenses requested.

5. As detailed in our Declaration in Support of Plaintiffs' Motion for Approval of Attorneys' Fees, Expenses, and Service Awards (ECF No. 131-1), we are highly experienced in litigating complex consumer cases and have worked diligently to bring this case to a successful resolution. Our collective experiences litigating and resolving consumer class action cases were brought to bear in the approach to prosecuting and settling the claims presented in this case, and it is our shared view that the Settlement presented here is an excellent result for the Settlement Class. We are confident that this Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class Members.

Overview of the Litigation

6. We have previously described the events of the litigation and negotiations leading to the settlement in our prior declarations submitted in support of Plaintiffs' Motions for Preliminary Approval (ECF No. 113) and Approval of Fees, Expenses and Service Awards (ECF No. 131), and incorporate that material here. *See* ECF Nos. 113-2, 131-1. Since the submission of those declarations, we have continued to work in the best interests of the Class by overseeing the notice and claims process and responding to Settlement Class Member questions.

The Settlement Benefits Conferred on the Settlement Class

7. Under the proposed Settlement, Flagstar paid a non-reversionary amount of \$31,500,000 into a Settlement Fund to pay for: (1) Notice Costs; (2) Administrative Costs; (3) Service Awards approved by the Court; (4) Attorneys' Fees and Expenses approved by the Court; and (5) Settlement benefits for the Settlement Class as provided for in the Consumer Settlement Benefits Plan ("CSBP") as approved by the Court. ECF No. 113-1 ¶ 3.2.

8. The specific benefits available to Settlement Class Members are detailed in the Consumer Settlement Benefits Plan (ECF No. 113-1, PageID.2473–2482), and include:

- **Reimbursement of Documented Monetary Losses.** All Settlement Class Members may submit a Claim Form for reimbursement of documented Monetary Losses fairly traceable to the Data Breaches up to \$25,000 per individual. Monetary Losses may include, without limitation,

unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Breaches through the date of Claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. *Id.* at PageID.2474–75.

- **Credit Monitoring.** All Settlement Class Members may also submit a Claim for three years of Credit Monitoring which will include at least three bureau credit monitoring and \$1 million in identity theft insurance protections. *Id.* at PageID.2475.
- **California Statutory Payment.** In addition to, or in the alternative to, making Claims for Documented Monetary Losses and/or Credit Monitoring, Settlement Class Members who resided in California at the time of the Data Breaches may elect to receive a statutory cash payment of up to \$100 on a claims-made basis (“California Statutory Payment”). To be eligible to receive the California Statutory Payment, California Settlement Class members must submit their name, address, Unique Class Member ID number, and an attestation under penalty of perjury that they were residents of California at the time of the Data Breaches. Unless specifically requested by the Settlement Administrator, California Subclass Members need not submit any proof-of-residency documentation. This benefit may be stacked with any claim for Documented Monetary Losses and/or a Residual Cash Payment. *Id.* at PageID.2475–76.
- **Residual Cash Payment.** All Settlement Class Members may also submit a claim for a Residual Cash Payment. The amount of this benefit shall be determined pro rata based on the amount remaining in the Settlement Fund following payment of the Attorneys' Fees and Expenses, Service Awards, Administrative Costs, Credit Monitoring costs, Claims for reimbursement of documented Monetary Losses, and claims for California Statutory Payments. The Residual Cash Payment shall not exceed \$599 per individual. *Id.* at PageID.2476.

9. Settlement Class Members seeking any of these benefits were required to complete and submit either a written or online Claim Form to the Settlement

Administrator, postmarked or electronically submitted on or before the Claims Deadline. *Id.* at PageID.2482. Settlement Class Members with Monetary Losses were required to submit documentation supporting their Claims. *Id.* at PageID.2474–75.

10. If the aggregate amount of payments for unreimbursed documented Monetary Losses and California Statutory Payments exceeds the remaining amount in the Settlement Fund after payment of Credit Monitoring services, Notice and Administrative Costs, Service Awards, and Attorneys’ Fees and Expenses, then each Settlement Class Member’s Claim for documented Monetary Losses and California Statutory Payments shall be proportionately reduced on a *pro rata* basis, and there will be no Residual Cash Payment. *Id.* at PageID.2482.

11. If any money remains in the Settlement Fund more than one hundred and fifty (150) days after the distribution of Settlement payments to the participating Settlement Class Members, or thirty (30) days after all reissued Settlement checks are no longer negotiable, whichever occurs later, any remaining money shall be used to purchase an extension of the Credit Monitoring services for those who submitted an approved Claim for that relief, and, in the event the amount remaining is insufficient to purchase any additional Credit Monitoring term, awarded to the designated and Court-approved *cy près* recipients. *Id.* at PageID.2481.

12. In exchange for the benefits provided under the Settlement, Settlement Class Members will release Flagstar from claims that relate to or arise from the Data Breaches or the facts alleged in the Action. ECF No. 113-1, PageID.2453 and 2462, ¶¶ 2.29, 2.30, 13.1. Class Counsel believes the releases are appropriately tethered to the claims that were presented in the litigation and therefore appropriate consideration in exchange for the substantial class relief provided by the Settlement.

The Notice and Claims Process

13. As part of the Court’s March 12, 2026 Preliminary Approval Order, the Court appointed Eisner Advisory Group LLC (“EAG”) as the Settlement Administrator to administer the Notice Plan and the processing of claims, finding that the Notice Plan designed by EAG satisfies the “best notice practicable” standard pursuant to Rule 23 of the Federal Rules of Civil Procedure. ECF No. 124, PageID.2658.

14. The Settlement Administrator served notice of the proposed Settlement on appropriate officials in accordance the requirements under the Class Action Fairness Act, 28 U.S.C. § 1715(b). *See* Notice of Notification of Proposed Settlement to Appropriate Federal and State Officials, ECF No. 118.

15. Pursuant to the schedule set by the Court, *see* ECF No. 124, PageID.2665, Flagstar provided the Settlement Class List to the Settlement Administrator, and, on May 13, 2026, the Settlement Administrator commenced

mailing direct summary Postcard Notice to Settlement Class Members via first class mail, with an attached “tear off” claim form with prepaid postage for those who wish to make claims that do not require documentation, *e.g.*, Claims for Credit Monitoring, a Residual Cash Payment, and/or California Statutory Payment. The Settlement Administrator also sent Court-approved Email Notice to members of the Settlement Class for whom Flagstar was able to provide email addresses. Finally, the Settlement Administrator posted the approved Long Form Notice on the Settlement Website, along with other important documents such as the Settlement Agreement, and a toll-free help line will be available to answer Settlement Class Members’ questions.

16. The Class Notice (1) informed Settlement Class Members of the Settlement and relevant terms, (2) provided Settlement Class Members the URL to the Settlement Website and a telephone number through which they can obtain additional information about the Settlement, and (3) instructed Settlement Class Members on how to make a Claim.

17. The Class Notice also informs members of the Settlement Class that Class Counsel would seek Attorneys’ Fees to be paid from the Settlement Fund in an amount of up to one third of the Settlement Fund (\$10,500,000), plus reasonable litigation costs and Expenses of up to \$500,000, along with Service Awards of \$2,500 for Settlement Class Representatives.

18. Pursuant to the Preliminary Approval Order, the application for Attorneys' Fees and Expenses, and the application for service awards were filed at least twenty-one (21) days before the Objection Deadline.

19. In our view, the Notice Plan has been executed in accordance with the requirements of the Court's Preliminary Approval Order, and in a manner that ensured Class Members' due process rights were amply protected. The Notice Plan designed and implemented by the Settlement Administrator satisfies the "best notice practicable" standard pursuant to Fed. R. Civ. P. 23, drawing on the most up-to-date techniques used in direct notice to inform the class and stimulate participation.

20. Direct Notice was sent to 2,109,352 (96.5%) Settlement Class Members. In our experience, the reach of the Notice Plan meets or exceeds that of other court approved notice programs, and has been designed to meet due process requirements, including the "desire to actually inform" requirement.

21. The Claims Process similarly draws upon the most up-to-date techniques to facilitate participation, including the ability to file claims electronically or by mail, a dedicated email address, and a call-center via a toll-free number to assist Class Members in filing claims. The Claim Process was structured to give all Settlement Class Members adequate time to review the Settlement terms, submit Claims, and decide whether to opt-out of or object to the Settlement.

The Reaction of the Settlement Class

22. The reaction from Settlement Class Members to the Settlement has been overwhelmingly positive.

23. The deadline for Settlement Class Members to object or exclude themselves from the Settlement was June 29, 2026. As of that deadline, there have been only four (4) objections and forty-eight (48) requests for exclusion.

24. The deadline for Settlement Class Members to submit claims was August 11, 2026. As of September 11, 2026, 257,386 Settlement Class Members have submitted claims, representing a claims rate of 11.8%.

25. This substantial claims rate is far higher than typical data breach cases. *See, e.g., In re Wawa, Inc. Data Sec. Litig.*, 2024 WL 1557366, at *17 (E.D. Pa. Apr. 9, 2024) (explaining that a 2.56% claims rate “compares favorably to the claims rates in other data breach class actions”) (collecting cases); *Carter v. Vivendi Ticketing US LLC*, 2023 WL 8153712, at *9 (C.D. Cal. Oct. 30, 2023); (finding 1.6% claims rate “in line with claims rates in other data breach class action settlements that courts have approved”) (collecting cases); *Desue v. 20/20 Eye Care Network, Inc.*, 2023 WL 4420348, at *9 (S.D. Fla. July 8, 2023) (finding 0.66% claims rate “within the acceptable range for final approval”).

The Settlement is Fair, Reasonable, and Adequate

26. Based on our experience and knowledge of the litigation, as well as our experience in other consumer class actions, we believe the proposed Settlement is a fair, reasonable, and adequate result, and in the best interest of the Settlement Class.

27. If approved, the Settlement will deliver substantial relief specifically tailored to the types of harm often incurred as a result of criminal data breaches. Reimbursement for Documented Monetary Losses of up to \$25,000, three years of Credit Monitoring services; California Statutory Payments currently projected at \$100, and Residual Cash Payments currently estimated at \$55.11 for each claimant are all available under the Settlement, and address the types of issues that proposed Class Counsel and Settlement Class Representatives sought to redress through this litigation.

28. Subject to Court approval, the Settlement Fund will also pay for the Notice and Administrative Costs, Service Awards to the Settlement Class Representatives, and Attorneys' Fees and Expenses.

29. Based on proposed Class Counsel's experience in other data breach cases, the funds available to Class Members are tailored to address the losses stemming from the Data Breaches. When a victim incurs out-of-pocket expenses relating to a data breach, it is typically associated with seeking advice about how to address the breach (e.g., paying for professional services), paying incidental costs

associated with identity theft or fraud (e.g., overdraft fees or costs for sending documents by certified mail), or taking mitigative measures like paying for credit monitoring or credit freezes. As such, the documented out-of-pocket expenses associated with a data breach are generally relatively modest, and rarely exceed several hundred dollars. When victims spend more than this amount, it is typically associated with paying for professional services such as accountant or attorneys' fees.

30. The Settlement must also be viewed against the significant risks to Plaintiffs had they continued to litigate the Action. While Plaintiffs are confident in the merits of their theory of liability and ability to prove the claims of the absent class members, there remain significant obstacles to a class-wide judgment in favor of the class on liability and damages. Additional litigation would be complex, costly, and likely continue for several years with no guarantee of relief. A settlement now allows Settlement Class Members to obtain relief without high administrative burdens. The financial realities demonstrated by Flagstar militate strongly in favor of a resolution now, at the amount negotiated, as a hedge against the possibility of collectability concerns in the future.

31. Based on the factual record and the briefing and argument on legal issues, proposed Class Counsel believe the Settlement is in the best interests of the Settlement Class.

32. Likewise, there is no indication that there are any conflicts between the Settlement Class Representatives and the Settlement Class. Rather, Settlement Class Representatives claims are substantially similar to the claims of the Settlement Class. Each of them was impacted by one or both of the Data Breaches due to the unauthorized access to their personal information.

33. Moreover, in crafting the Settlement, we took care to ensure that the relief was allocated commensurate to the value of each Settlement Class Member's respective claims—those that suffered a greater loss will be able to make a proportionately larger claim than those that did not, and those in California with additional statutory rights can recover for those claims.

34. In light of the totality of the circumstances, the Court should conclude that the Settlement as described in the Settlement Agreement is fair, reasonable, and adequate.

Plaintiffs' Request for Reimbursement of Advanced Expenses

35. As stated in Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards (ECF No. 131), Class Counsel also seek reimbursement of litigation expenses. Pursuant to that motion, *id.* at PageID.2724, n.12, Class Counsel have updated the total expense figure in connection with final approval of the Settlement. The total costs and expenses for which Class Counsel seek reimbursement is \$311,690.80. This amount represents a reduction from that set forth in Class

Counsels' prior Declaration (ECF No. 131-1, PageID.2748), and includes expenses incurred related to final approval of the Settlement. *Id.* at n.14.

36. The following chart breaks down the total costs expended by cost category:

Costs and Expenses	
Cost Category	Amount Paid
Mailing & Postage	\$1,083.97
Conference Call Phone Charges	\$20.92
Travel Expenses	\$44,220.11
Printing & Copying	\$7,225.80
Deposition Costs	\$7,019.62
Legal Research	\$87,492.36
Experts / Consultants	\$117,099.18
Court Fees & Costs	\$17,578.76
Mediation Fees and Costs	\$28,702.79
–2, Web Hosting/Data Storage	\$131.64
Advertising	\$1,115.65

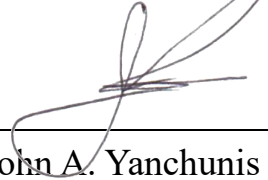
These expenses were reasonably and necessarily incurred to advance the litigation and are the categories of expenses routinely charged to paying clients in the marketplace.

We declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

DATED this Thursday, September 17, 2026 in the United States of America.



Norman E. Siegel



John A. Yanchunis

EXHIBIT 2

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

PHILIP ANGUS, MARK WIEDDER,
TANIA GARCIA, EDWARD
BURDICK, RAY HARTER,
DANIELLE MEIS, JONATHAN
KELLEY, RYAN MARTIN,
ARTHUR DORE, ANN KELLY,
KEITH KELLY, RANDY MONIZ,
HOLLY RINGLING, JOHN SCOTT
SMITH, CHRISTOPHER P.
KENNEDY, RAFAEL HERNANDEZ,
WILLIAM WORTON, HASSAN
NASRALLAH, NATHAN SILVA,
LAURIE EWING SCANLON,
EVERETT TURNER, and ALLIE
MCLAUGHLIN,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

FLAGSTAR BANK, N.A., f/k/a
FLAGSTAR BANK, FSB, a
Michigan-based federally chartered
stock savings bank,

Defendant.

Case No. 2:21-cv-10657-MFL-DRG

**DECLARATION OF JORDAN
BAKONDY REGARDING
NOTICE AND CLAIMS
ADMINISTRATION**

I, Jordan Bakondy, hereby declare and verify as follows:

I. INTRODUCTION

1. ***Personal Information.*** I am a Project Manager for the Court-appointed Settlement Administrator, Eisner Advisory Group (“EAG” or “EisnerAmper”). EisnerAmper was retained as the Settlement Administrator in this case, and, as the

Project Manager over this Settlement, I am personally familiar with the facts set forth in this declaration.

2. *The Capacity and Basis of this Declaration and Verification.* I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge, information received from the parties in this proceeding, and information provided by my colleagues at EisnerAmper and our partners.

II. BACKGROUND

3. *Preliminary Approval.* On March 12, 2026, the Court entered its order preliminarily approving the Settlement Agreement and the appointment of EisnerAmper as Settlement Administrator. After the Court's preliminary approval of the Settlement, EisnerAmper began to implement and coordinate the Notice program.

4. *The Purpose of this Declaration and Verification.* I submit this Declaration to evidence EisnerAmper's compliance with the Preliminary Approval Order terms, to detail EisnerAmper's execution of its role as the Settlement Administrator, and to verify compliance with the Notice requirements contained in the Settlement Agreement, and the Court's Preliminary Approval Order.

III. **CLASS ACTION FAIRNESS ACT (“CAFA”)**

5. **CAFA Notice.** On October 16, 2025, the *Declaration of Jordan Turner Regarding Implementation of CAFA Notice* (ECF No. 118-1) was filed with the Court to outline CAFA Notice implementation.

IV. **CLASS ACTION NOTICE PROGRAM EXECUTION**

6. **Notice Database.** EisnerAmper maintains a database of 2,186,156 Settlement Class Members which was used to effectuate the Notice campaign as outlined within the Settlement Agreement. EisnerAmper received the class data from Defendant’s Counsel on March 24, 2026 in four Excel files with a total of 2,187,271 records. The Excel file contained the full name, mailing address, and email address of the Settlement Class Members. After consolidating the files and deduplicating the data, EisnerAmper determined that 2,186,156 unique Settlement Class Members existed to which Notice should be issued as outlined within the Settlement Agreement.

7. **Email Notice.** Before sending the Notice by email (the “Email Notice”), EisnerAmper performed an email hygiene and verification process designed to protect the integrity of the email campaign and maximize deliverability. The process included deduplication, syntax validation, misspelled domain detection and correction, domain validation, and risk validation. Email addresses for 1,446,292 Settlement Class Member records passed the hygiene and verification

process. In sending the Email Notice, EisnerAmper followed standard email best practices, including the utilization of “unsubscribe” links and contact information for the Settlement Administrator. Beginning on May 12, 2026, EisnerAmper caused the Email Notice to be sent via email to the 1,446,292 email addresses that passed the hygiene and verification process. Ultimately, the Email Notice was successfully delivered to 1,323,907 email addresses, or 91.5% deliverability. A copy of the Email Notice is attached hereto as **Exhibit A**.

8. ***Mail Notice.*** EisnerAmper coordinated and caused the Postcard Notice to be mailed via First-Class Mail to Settlement Class Members for which a mailing address was available from the class data. The Postcard Notice included (a) the web address to the Settlement Website for access to additional information, (b) rights and options as a Settlement Class Member and the dates by which to act on those options, the requested attorneys’ fees, and (c) the date of the Final Approval Hearing. The Notice mailing commenced on May 13, 2026, in accordance with the Preliminary Approval Order. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit B**.

9. ***Mailing Address Validation.*** Prior to the mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (“USPS”). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of

the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. Of the 2,186,156 Settlement Class Member records, 35,303 records did not successfully pass the address validation procedures noted above.

10. ***Mail Notice Delivery.*** In the initial mailing campaign, EisnerAmper executed mailings to the 2,150,853 Settlement Class Members that passed address validation. EisnerAmper executed supplemental mailings to 199,262 Settlement Class Members, for which the initial Postcard Notice was not deliverable but for which EisnerAmper was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using a third-party vendor database, or (3) requests received directly from Settlement Class Members. Mail Notice delivery statistics are detailed in paragraph 15 below.

11. ***Settlement Post Office Box.*** EisnerAmper maintains the following Post Office Box (the “P.O. Box”) for the Settlement Program:

Flagstar Settlement Administrator
PO Box 4427
Baton Rouge, LA 70821

This P.O. Box serves as a location for the USPS to return undeliverable program mail to EisnerAmper and for Settlement Class Members to submit claims, exclusion requests, and other Settlement-related correspondence. The P.O. Box address appears prominently in all Notices and in multiple locations on the

Settlement Website. EisnerAmper monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

12. ***Settlement Website.*** On May 12, 2026, EisnerAmper published the Settlement Website, www.FlagstarSettlement.com. Visitors to the Settlement Website can download the Long Notice, the Claim Form, as well as Court Documents, such as the Class Action Complaints, the Settlement Agreement, Motions filed by Class Counsel, and Orders of the Court. A true and correct copy of the Long Notice is attached hereto as **Exhibit C**, with a copy of the Claim Form attached as **Exhibit D**. Visitors are also able to submit claims electronically, download a Claim Form to submit by mail, and find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of September 11, 2026, the Settlement Website has received 1,247,018 page views from 427,844 unique visitors.

13. ***Toll-Free Number.*** On May 12, 2026, EisnerAmper established a dedicated toll-free telephone number, to 1-855-542-0397 (the “Toll-Free Number”), which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response system that provides important settlement information and offers the ability to leave a voicemail message to address specific requests or issues. EisnerAmper also provided copies of the Long Notice and paper Claim Form, upon request to Settlement Class Members, through the Toll-

Free Number. The Toll-Free Number appeared in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program.

14. ***Email Support.*** EisnerAmper established an Email address, info@flagstarsettlement.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

V. **NOTICE PROGRAM REACH**

15. ***Notice Reach Results.*** Through the Notice procedures outlined above, EisnerAmper attempted to send direct Notice 2,160,474 (98.8%) Settlement Class Members. As of September 11, 2026, the Notice Program reached a total of 2,109,352 (96.5%) Settlement Class Members.¹ Table 1 below provides an overview of dissemination results for the Notice Program and reach statistics for the Notice Program.

¹ A Settlement Class Member is considered “reached” by direct Notice if a Postcard Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable or, if a Postcard Notice mailed to the Settlement Class Member was returned by the USPS as undeliverable, a subsequent Postcard Notice was mailed to an alternative mailing address for the Settlement Class Member and was not returned, or Email Notice was successfully sent to the Settlement Class Member and was not returned.

Table 1: Direct Notice Program Dissemination & Reach		
Description	Volume of Settlement Class Members	Percentage of Settlement Class Members (%)
Settlement Class Members	2,186,156	100.0%
Email Notice		
(+) Total Email Notices Sent	1,446,292	66.2%
(+) Total Email Notices Delivered	1,323,907	60.6%
(-) Total Email Notices Bounced/Delivered	122,385	5.6%
Initial Notice Mailing		
(+) Total Notices Mailed	2,150,853	98.4%
(-) Total Notices Returned as Undeliverable	261,818	12.0%
Supplemental Notice Mailing		
(+) Total Notices Re-Mailed	199,262	9.1%
(-) Total Re-Mailed Notices Returned as Undeliverable	13,833	0.6%
Direct Notice Program Reach		
(+) Received Email Notice	1,323,907	60.6%
(+) Received Mailed Notice	2,074,464	94.9%
(=) Received Direct Notice	2,109,352	96.5%

VI. CLAIM ACTIVITY

16. ***Claim Intake and Processing.*** The online claim submission feature was available beginning May 12, 2026. As of September 11, 2026, EisnerAmper has received a total of 262,711 claims. Of these, EisnerAmper has determined that 257,386 claims (approximately 11.8% of the Settlement Class Members) are from Settlement Class Members and are non-duplicative claims. The deadline for Settlement Class Members to submit a claim was August 11, 2026. EisnerAmper will continue to intake and analyze claims submitted through the Claim Deadline.

Table 2 below provides summary statistics of Claim submissions and current dispositions. Table 3 below provides a summary of the approved claims and estimated awards as of September 11, 2026. Assuming Class Counsel is awarded their requested fees and administrative costs as outlined in paragraph 19, the California Statutory Payment is currently estimated to be \$100.00, and the Residual Cash Payment is currently estimated to be \$55.11.

Table 2: Claims Statistics (as of September 11, 2026)	
Description	Volume (#)
Total Claims Received	262,711
(-) Duplicate Claims	4,568
(-) Invalid Claims: Not a Settlement Class Member	757
Net Claims	257,386

Table 3: Approved Claims Summary (as of September 11, 2026)	
Claim Form Category	Approved
Number of Documented Monetary	99
Documented Monetary Losses (\$)	\$53,919.32
Number of Residual Cash Payments	242,112
Residual Cash Payment (\$)	\$13,342,792.32
Number of California Statutory	43,038 ²
California Statutory Payment (\$)	\$4,303,800.00
Number of Credit Monitoring	138,856
Total (\$)	\$17,700,511.64

² Claims for the California Statutory Payment benefit were approved if the Settlement Class Member attested on their Claim Form, under penalty of perjury, that they were a resident of California at the time of the Data Breaches and either (1) the Settlement Class Member's address in the Class List was in California or (2) the current address the Settlement Class Member provided on their Claim Form was in California. Claimants whose claims for the California Statutory Payment benefit were not approved will be sent a deficiency notice giving them an opportunity to cure the defect by providing proof of residency documentation.

VII. EXCLUSIONS AND OBJECTIONS

17. *Exclusions (Opt-Outs) Received.* The deadline to submit a request for exclusion expired on June 29, 2026. EisnerAmper has received forty-six (46) timely exclusion requests and two (2) late exclusion requests from Settlement Class Members as of September 11, 2026. The two (2) late exclusion requests were each postmarked June 30, 2026, one day after the June 29, 2026 exclusion deadline. Class Counsel has directed EisnerAmper to accept these requests as valid, subject to approval by the Court. A list of the individuals who have requested exclusion from the Settlement is attached as **Exhibit E**.

18. *Settlement Objections.* The Preliminary Approval Order directs objections to be submitted to the Court. EisnerAmper has not received any objections directly. The deadline to object to the Settlement expired on June 29, 2026.

VIII. NOTICE AND ADMINISTRATION COSTS

19. *Costs of Notice Program.* EisnerAmper has incurred \$1,502,135.88 in fees and costs completing the notice plan and administering the Settlement and anticipates incurring an additional \$284,990.31 in fees and costs for a total administration cost of \$1,787,126.19.

IX. CERTIFICATION

I, Jordan Bakondy, declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 17th

day of September 2026.

A handwritten signature in black ink, reading "Jordan Bakondy". The signature is written in a cursive, flowing style.

Jordan Bakondy

Exhibit A

Subject: Notice of Class Action Settlement – Flagstar Data Breach
From: Flagstar Settlement Administrator <notice@pncclassaction.com>
Reply-To: info@FlagstarSettlement.com
To: Test@email.com

Dear [Settlement Class Member],
Your Settlement Claim ID is: **ABC-1234567**

COURT APPROVED LEGAL NOTICE

Angus, et al. v. Flagstar Bank, N.A.
Case No. 2:21-cv-10657-MFL-DRG

To all individuals who reside in the United States whose personally identifying information (“PII”) was impacted by either or both of the two Data Breaches Flagstar experienced in 2021, you are eligible to receive a Settlement Benefit from a class action settlement.

Why am I receiving this Email Notice?

You are receiving this Email Notice because the records of Flagstar Bank, N.A. (“Flagstar” or “Defendant”) show that your personally identifying information (“PII”) was impacted by one or both of two cybersecurity events believed to have occurred in January 2021 and December 2021, during which threat actors gained access to Flagstar’s systems without authorization and acquired certain data (“the Data Breaches”). Flagstar’s investigations of the Data Breaches determined that the threat actor accessed data pertaining to certain of Flagstar’s current and former employees and customers, including name and Social Security Number, account numbers, and/or similar information. You are therefore likely a Settlement Class Member eligible to receive benefits under this Settlement.

Who is a Settlement Class Member?

You are affected by the Settlement and potentially a Settlement Class Member if you are an individual who resides in the United States whose personally identifying information (“PII”) was impacted by either or both of the two Data Breaches Flagstar experienced in 2021. The Settlement Class includes (i) a Nationwide Settlement Class, representing approximately 2,187,170 individuals impacted by the Data Breaches and (ii) a California Settlement Class, representing approximately 364,000 California Settlement Class Members.

What does the Settlement provide?

Flagstar agrees to deposit into a Settlement Fund, \$31,500,000 for the benefit of approximately 2,187,170 Settlement Class Members, including (i) reimbursement for Documented Monetary Losses of up to \$25,000; (ii) three years of Credit Monitoring services; (iii) California Statutory Payments of up to \$100; and (iv) Residual Cash Payments estimated at \$60, but of up to \$599. Subject to Court approval, the Settlement Fund will also pay for a notice and administration program, Service Awards to the Settlement Class Representatives, and Attorneys’ Fees and Expenses. Please visit www.FlagstarSettlement.com for a full description of the Settlement Class Member Benefits and documentation requirements.

How do I submit a Claim Form for a benefit?

You must submit a Claim Form, available at www.FlagstarSettlement.com to be eligible to receive a benefit. Your completed Claim Form must be submitted online or mailed to the Settlement

Administrator at Flagstar Settlement Administrator, P.O. Box 4427, Baton Rouge, LA 70821, and postmarked, **by August 11, 2026**. You will need the Settlement Claim ID located at the top of this email to submit a Settlement Claim.

What are my other options?

If you **Do Nothing**, you will be legally bound by the terms of the Settlement, and you will release your claims against Defendant and other Released Parties as defined in the Settlement Agreement. You may **Opt-Out** of the Settlement by **June 29, 2026** or file an **Objection** to the Settlement by **June 29, 2026**. Please visit www.FlagstarSettlement.com for more information on how to submit a request to opt-out and exclude yourself from or object to the Settlement.

Do I have a lawyer in this case?

Yes, the Court appointed John Yanchunis of Morgan & Morgan Complex Litigation Group and Norman Siegel of Stueve Siegel Hanson LLP to represent you and other Settlement Class Members. You will not be charged directly for these lawyers; instead, the Attorneys' Fees, not to exceed one third of the Settlement Fund or \$10,500,000, plus reasonable litigation costs and expenses of up to \$500,000, and Service Awards will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

The Court's Final Approval Hearing.

The Court is scheduled to hold a Final Approval Hearing on **October 1, 2026, at 9:30 a.m. ET** to consider whether to approve the Settlement, hear objections, determine if the Settlement is fair, and consider Proposed Class Counsel's request for Attorneys' Fees not to exceed one third of the Settlement Fund or \$10,500,000, plus reasonable litigation costs and expenses of up to \$500,000, and Service Awards not to exceed \$2,500 per Settlement Class Representative. You may appear at the hearing, either yourself or through an attorney hired by you, but you don't have to.

This Email Notice is only a summary. For more information or to change your address, visit www.FlagstarSettlement.com, email info@FlagstarSettlement.com, or call toll-free **1-855-542-0397**.

PLEASE DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT. Please contact the Settlement Administrator if you have any questions.

Please monitor www.FlagstarSettlement.com for updates or call 1-855-542-0397.

This email was sent to you because Flagstar's records indicate you are a Settlement Class Member.

[Unsubscribe - Unsubscribe Preferences](#)

Exhibit B

NOTICE OF CLASS ACTION SETTLEMENT: FLAGSTAR BANK

If your personally identifying information (“PII”) was impacted by either or both of the two Data Breaches at Flagstar Bank in 2021, you are entitled to submit a claim for monetary compensation under a class action settlement.

Who Is a Class Member? This notice is about *Angus, et al. v. Flagstar Bank, N.A.*, Case No. 2:21-cv-10657-MFL-DRG, the lawsuit against Flagstar Bank, N.A. on behalf of approximately 2,187,170 consumers whose personal information was impacted by one or both of the Data Breaches at Flagstar in 2021.

If you received this notice, then Flagstar determined that your information was accessed during either or both of the Data Breaches, and you are a “Class Member.” Recently, Flagstar has agreed to settle the lawsuit and Class Members are now entitled to get cash payments.

Where can I get a copy of the settlement agreement, learn more about the case, or learn more about submitting a Claim Form? Visit www.FlagstarSettlement.com or call 1-855-542-0397.

Flagstar Settlement Administrator
P.O. Box 4427
Baton Rouge, LA 70821

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
FPI

ELECTRONIC SERVICE REQUESTED



SETTLEMENT CLAIM ID: [claim ID]
[FIRST NAME] [LAST NAME]
[ADDRESS]
[ADDRESS]
[CITY] [STATE] [ZIP]

Postal Service: Do Not Mark or Cover Barcode

RG44

What Are the Settlement Benefits and Terms? Flagstar will pay \$31,500,000 into a Settlement Fund—which will be distributed to Class Members who submit valid claims (after deducting Attorneys’ Fees and Expenses, Service Awards, and Settlement Administrative Costs). All Class Members may submit Claims to get cash payments.

- **First**, Class Members who suffered Documented Monetary Losses because of the Data Breaches may claim up to \$25,000 (but Class Members must provide documentation of their losses).
- **Second**, Class Members who lived in California at the time of the Data Breaches may get a statutory payment of up to \$100.
- **Third**, Class Members may claim a Residual Cash Payment estimated at \$60, but of up to \$599 (the value will be calculated after deducting payments for valid Claims, Settlement Administrative Costs and Expenses, Service Awards, and Attorneys’ Fees and Expenses).
- **Fourth**, Class Members may also submit a claim for three (3) years of three-bureau Credit Monitoring Services.

More information about the types of claims and how to file them is available on the Settlement Website, www.FlagstarSettlement.com. Remaining Settlement Fund money after claims are paid will go to a Court-approved charitable organization.

What Are Your Rights and Options?

Submit a Claim Form. To receive a cash payment, you must submit a Claim Form by mail or online at www.FlagstarSettlement.com. Forms must be postmarked or submitted online by **August 11, 2026**. **Opt Out.** You may opt-out from the Settlement and keep your ability to sue Flagstar on your own by mailing a written request for exclusion to the Settlement Administrator postmarked no later than **June 29, 2026**. If you do not opt-out, then you will be bound by the Settlement and give up your right to sue Flagstar about the Data Breaches. **Object.** If you do not exclude yourself, you may object to the Settlement. Objections must be signed, postmarked no later than **June 29, 2026**, and provide the reasons for the objection. Visit www.FlagstarSettlement.com for details. **Do Nothing.** If you do nothing, you will ***not*** receive money and will lose the right to sue Flagstar about the Data Breaches. You will also be bound by the Court’s decision.

Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing at 9:30 a.m. ET on October 1, 2026** to determine if the Settlement is fair, reasonable, and adequate. All persons who timely object to the Settlement may appear at the Final Approval Hearing.

Do I have an attorney? Yes, the Court appointed John Yanchunis of Morgan & Morgan Complex Litigation Group and Norman Siegel of Stueve Siegel Hanson LLP as Class Counsel to represent the entire Class.

Do I have to pay for the attorneys? No. The attorneys’ fees and expenses will be paid exclusively from the Settlement Fund (subject to approval by the Court). The attorneys’ fees will be in an amount of up to one third of the Settlement Fund (\$10,500,000), plus reasonable litigation costs and expenses of up to \$500,000. The request for Attorneys’ Fees and Expenses will be on the Settlement Website after it is filed with the Court.

How much are the Service Awards? The named Plaintiffs (also called the Settlement Class Representatives) will seek Service Awards of up to \$2,500 for their efforts in leading this case.

This Notice is a summary of the proposed Settlement.

Angus, et al. v. Flagstar Bank, N.A.
Claim Form — Settlement Claim ID: [claim ID]

Claims must be postmarked or submitted online no later than August 11, 2026.

Contact Information (Please fill in completely.)

First Name: _____ Last Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Email Address: _____

Monetary Compensation: You can choose one or all of the following benefits. If you want to submit a claim for Documented Monetary Losses, visit www.FlagstarSettlement.com to submit your Claim Form and supporting documentation online or download a Claim Form to complete and return by mail.

- 1. Residual Cash Payment of up to \$599:** If you are a Class Member, you may receive a cash payment estimated at \$60 (this value may be increased or decreased after payments for valid Claims, Settlement Administrative Costs, Service Awards, and Attorneys' Fees and Expenses are deducted from the Settlement Fund).

Do you want a *pro rata* cash payment estimated at \$60 but up to \$599? (check the box) ☐ Yes ☐ No

- 2. California Statutory Payment of \$100:** You are eligible to receive this payment only if you lived in California when the Data Breaches happened (January 2021 to December 2021). This payment may decrease after payments for valid Claims, Settlement Administration Costs and Expenses, Service Awards, and Attorneys' Fees and Expenses are deducted from the Settlement Fund.

Would you like to receive a *pro rata* California Statutory Payment estimated at \$100? (check the box) ☐ Yes ☐ No

If you check "Yes" for a pro rata California Statutory Payment, you are attesting that you resided in California in 2021.

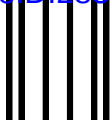
- 3. Credit Monitoring Services:** Would you like to receive three (3) years of three-bureau identity theft protection and Credit Monitoring Services? (check the box) ☐ Yes ☐ No

Select one of the following payment methods: ☐ *PayPal ☐ *Venmo ☐ *Zelle ☐ Check _____

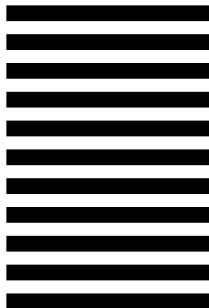
* Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account on the line provided above.

By signing my name below, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form is true.

Signature: _____ Date (mm/dd/yyyy): _____



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 416 BATON ROUGE LA

POSTAGE WILL BE PAID BY ADDRESSEE

FLAGSTAR SETTLEMENT ADMINISTRATOR
PO BOX 4427
BATON ROUGE LA 70821-9890



Exhibit C

This is a Court approved Legal Notice. This is not a solicitation from a lawyer. Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Angus, et al. v. Flagstar Bank, N.A., Case No. 2:21-cv-10657-MFL-DRG
United States District Court, Eastern District of Michigan

FLAGSTAR DATA BREACH CLASS ACTION SETTLEMENT

**If Your Personal Information Was Impacted in the 2021 Flagstar Data Breaches,
You May Be Eligible for Benefits from a Class Action Settlement**

A federal judge has given preliminary approval to a class action settlement in a case against Flagstar Bank, N.A. (“Flagstar”) relating to two data breaches that occurred at Flagstar in January 2021 and December 2021 (the “Data Breaches”). The Data Breaches impacted the personal information of approximately 2,187,170 individuals in the United States, including approximately 364,000 California residents.

The proposed Settlement requires Flagstar to establish a Settlement Fund of \$31,500,000 for the benefit of Settlement Class Members.

You are a Settlement Class Member if your personal information was impacted by either or both of the Data Breaches and you may claim one, two, three, or all four of the following Settlement benefits:

- **Reimbursement of Documented Monetary Losses, up to \$25,000 per individual:** All Settlement Class Members may submit a claim for reimbursement of out-of-pocket losses fairly traceable to the Data Breaches, including costs of credit monitoring and placing or removing a credit freeze on a credit file, up to \$25,000 per person.
- **Residual Cash Payment, up to \$599:** All Settlement Class Members may submit a claim for a cash payment currently estimated to be \$60, and in no event more than \$599. The residual cash payment may be claimed in addition to the cash payment for Documented Monetary Losses (the exact value of the cash payment will be calculated after deducting payments for valid Claims, Administrative Costs, Service Awards, and Attorneys’ Fees and Expenses).
- **Credit Monitoring Services:** All Settlement Class Members may submit a claim for three (3) years of three-bureau identity theft protection and Credit Monitoring Services.
- **California Statutory Payment, up to \$100:** Settlement Class Members who resided in California at the time of the Data Breaches may also submit a claim to receive a statutory cash payment of up to \$100.

Settlement Class Members must submit a Claim Form by August 11, 2026 to be eligible for these Settlement benefits. The easiest way to submit a Claim Form is online at **www.FlagstarSettlement.com**. If you are unsure of whether you are eligible for benefits, visit the website or call 1-855-542-0397.

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim Form	To be eligible to receive benefits from this settlement, you <u>must</u> submit a Claim Form no later than August 11, 2026. For more information, <i>see</i> Questions 10-13.	Submitted or Postmarked on or Before August 11, 2026
Exclude Yourself By Opting Out of the Settlement	You can choose to opt out of the Settlement and receive no benefits. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant for the same claims if you are a Class Member. For more information, <i>see</i> Questions 15-17.	Submitted or Postmarked on or Before June 29, 2026
Object to the Settlement and/or Attend the Final Approval Hearing	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you agree or disagree with the Settlement. The Court cannot order a different settlement. You can also ask to speak to the Court at the Final Approval Hearing on October 1, 2026 about the fairness of the Settlement, with or without your own attorney. For more information, <i>see</i> Questions 18-19.	Received on or Before June 29, 2026
Do Nothing	You are automatically part of the Settlement (unless you opt out). If you do nothing, you will not get benefits from this Settlement, and you will give up the right to sue, continue to sue, or be part of another lawsuit against Flagstar related to the legal claims resolved by this Settlement. For more information, <i>see</i> Question 25.	No Deadline

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

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BASIC INFORMATION

1. Why did I get this Notice?

A federal court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about your options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, and how to get them.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this Settlement, see Questions 5-6.

2. What is this class action lawsuit about?

On March 5, 2021, Flagstar announced that it had been the victim of cyberattack in January 2021 in which cyber criminals infiltrated a file sharing platform used by Flagstar and accessed the personally identifiable information (“PII”) of approximately 1.47 million individuals in the United States. On June 17, 2022, Flagstar announced that it had been the victim of a separate cyberattack in December 2021 in which cyber criminals infiltrated Flagstar’s network and accessed the PII of approximately 1.58 million individuals in the United States. Together, these two cyberattacks (the “Data Breaches”) impacted the personal information of approximately 2,187,170 U.S. consumers, including approximately 364,000 California residents.

This lawsuit was brought on behalf of consumers whose personal information was impacted as a result of the Data Breaches. Judge Matthew F. Leitman of the United States District Court for the Eastern District of Michigan is overseeing this lawsuit, which is known as *Angus, et al. v. Flagstar*

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

Bank, N.A., Case No. 2:21-cv-10657-MFL-DRG. The consumers who brought this lawsuit are called “Plaintiffs” and the company they sued, Flagstar, is called “Defendant.” Plaintiffs claim that Flagstar did not adequately protect consumers’ personal information and that Flagstar delayed in providing notice of the Data Breaches.

The most recent version of this lawsuit, which describes the specific legal claims alleged by Plaintiffs, is available at **www.FlagstarSettlement.com**. Flagstar denies these claims and says it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Flagstar has any liability for these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Class Representatives” sue on behalf of themselves and all people who have similar claims. Together, all these people are called a “Class”, and the individuals are called “Class Members.” Because this is a class action, even persons who did not file their own lawsuit can obtain relief from harm that may have been caused by the Data Breaches, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Flagstar. Instead, both sides agreed to a settlement after a mediation process overseen by a retired federal judge. The Settlement avoids the cost and uncertainty of a trial and related appeals, while more quickly providing benefits to Settlement Class Members. The Settlement Class Representatives appointed to represent the Class and the attorneys for the Settlement Class (“Class Counsel,” *see* Question 20) believe the settlement is in the best interest of all Settlement Class Members.

WHO IS PART OF THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

Only members of the Settlement Class are eligible to receive benefits under the Settlement. You are a Settlement Class Member if you are among the approximately 2,187,170 U.S. consumers identified by Flagstar whose personal information was impacted by the Data Breaches.

Specifically excluded from the Settlement Class are:

- Flagstar, any entity in which Flagstar has a controlling interest, and of Flagstar’s officers, directors, legal representatives, Successors, Subsidiaries, and assigns;
- Any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and
- Any Settlement Class Member who timely and validly opts out of the Settlement Class (*see* Question 17).

6. What if I am not sure whether I am a Settlement Class Member?

Notice was sent via electronic and/or direct mail to all Settlement Class Members.

If you are not sure whether you are included in the Settlement, you may call the Settlement Administrator at 1-855-542-0397 with questions. You may also write with questions to:

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

Flagstar Settlement Administrator
P.O. Box 4427
Baton Rouge, LA 70821
or email: info@FlagstarSettlement.com.

THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE IF YOU QUALIFY

7. What does the Settlement provide?

Flagstar will pay \$31,500,000 into a Settlement Fund. The Settlement Fund will be used for the benefit of approximately 2,187,170 Settlement Class Members to:

- Make cash payments for Documented Monetary Losses of up to \$25,000;
- Purchase Credit Monitoring Services;
- Make Residual Cash Payments estimated at \$60, but up to \$599 (subject to adjustment as set forth below);
- Make California Statutory Payments of up to \$100;
- Pay the costs of notifying Settlement Class Members and administering the Settlement;
- Pay Service Awards to the Settlement Class Representatives, as approved by the Court;
- Pay Attorneys' Fees, Costs, and Expenses, as approved by the Court (*see* Question 21).

The Residual Cash Payment amount shall be determined *pro rata* based on the amount remaining in the Settlement Fund following payment of the Attorneys' Fees and Expenses, Service Awards, Administrative Costs, Credit Monitoring costs, claims for reimbursement of Documented Monetary Losses, and claims for California Statutory Payments.

The other Settlement benefits are also subject to *pro rata* reduction as needed in the event that the total claims exceed \$31,500,000. Specifically, in the event that the aggregate amount of payments for unreimbursed Documented Monetary Losses and California Statutory Payments exceeds the remaining amount in the Settlement Fund after payment of Attorneys' Fees and Expenses, Service Awards, Administrative Costs, and Credit Monitoring services, then each Settlement Class Member's Claim for Documented Monetary Losses and California Statutory Payments shall be proportionately reduced and there will be no Residual Cash Payment.

8. What payments are available under the Settlement?

Settlement Class Members who submit a claim are eligible to receive one or more of the following payments:

(1) Settlement Benefit—Reimbursement for Documented Monetary Losses (up to \$25,000). If you spent money to deal with fraud or identity theft that was fairly traceable to the Data Breaches, or to protect yourself from future harm, then you can submit a claim for reimbursement up to \$25,000. Monetary Losses that are eligible for reimbursement may include, without limitation, the following:

- Unreimbursed losses relating to fraud or identity theft;

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

- Professional fees including attorneys' fees, accountants' fees, and fees for credit repair services;
- Costs associated with freezing or unfreezing credit with any credit reporting agency;
- Credit monitoring costs that were incurred on or after the Data Breaches through the date of Claim Form submission;
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

This list provides examples only, and other losses or costs fairly traceable to the Data Breaches may also be eligible for reimbursement.

To be eligible for this benefit, Settlement Class Members must submit a valid Claim Form by August 11, 2026 with documentation of the Monetary Losses. This can include receipts or other documentation not "self-prepared" by you that document 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 other submitted documentation. The Settlement Administrator will decide if your claim for Monetary Losses is valid.

(2) Settlement Benefit—California Statutory Payment (up to \$100). In addition to, or in the alternative to, submitting a claim for Documented Monetary Losses, Residual Cash Payment, and/or Credit Monitoring (*see* Question 9 below), Settlement Class Members who resided in California at the time of the Data Breaches may elect to receive a statutory cash payment of up to \$100 on a claims-made basis ("California Statutory Payment"). To be eligible to receive the California Statutory Payment, California Settlement Class Members must submit their name, address, Unique Class Member ID number, and an attestation under penalty of perjury that they were residents of California at the time of the Data Breaches. Unless specifically requested by the Settlement Administrator, California Settlement Class Members need not submit any proof-of-residency documentation. **To be eligible for this benefit, California Settlement Class Members must submit a valid Claim Form by August 11, 2026.**

(3) Settlement Benefit—Residual Cash Payment (estimated at \$60). In addition to the above benefits, Settlement Class Members may also submit a claim for a Residual Cash Payment. The amount of this benefit shall be determined pro rata based on the amount remaining in the Settlement Fund following payment of the Attorneys' Fees and Expenses, Service Awards, Administrative Costs, Credit Monitoring costs, claims for reimbursement of Documented Monetary Losses, and claims for California Statutory Payments. The Residual Cash Payment shall not exceed \$599 per individual. Proposed Class Counsel estimate this payment will be approximately \$60 based on expected claims rates, but this amount could be higher or lower. **To be eligible for this benefit, Settlement Class Members must submit a valid Claim Form by August 11, 2026.**

9. How will the Settlement help protect me against future identity theft and fraud?

Settlement Benefit—Credit Monitoring Services. The Settlement provides a way to help protect yourself from unauthorized use of your personal information. Settlement Class Members may submit a claim to enroll in three (3) years of three-bureau credit monitoring services at no cost. These services include the following features:

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

- Three-bureau credit monitoring providing notice of changes to your credit report at all three national credit bureaus;
- \$1 million in identity theft insurance protections;
- CyberScan Dark Web Monitoring;
- Fully Managed Identity Restoration services;
- Member Advisory Services; and
- Lost Wallet Assistance.

The credit monitoring services will be provided by IDX, the nation's largest provider of incident response services, and trusted to protect over 100 million consumers. If you submit a valid Claim Form and elect to enroll in Credit Monitoring Services, you will receive enrollment instructions by email after approval of the Settlement.

You may make a claim for Credit Monitoring Services in addition to a claim for Reimbursement for Documented Monetary Losses, Residual Cash Payment, and/or (if applicable) a California Statutory Payment.

To be eligible for this benefit, you must submit a valid Claim Form by August 11, 2026.

HOW DO YOU SUBMIT A CLAIM?

10. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a Claim Form. The full Claim Form is available at www.FlagstarSettlement.com. A tear-off Claim Form will also be mailed to Settlement Class Members. The tear-off Claim Form can be used for claims that do not require documentation, such as the Residual Cash Payment, Credit Monitoring Services, and California Statutory Payment. The tear-off Claim Form is not sufficient for the Documented Monetary Loss claim. If you intend to submit a claim for Documented Monetary Loss, you may submit a Claim Form online or through the mail.

Read the instructions carefully when filling out the Claim Form, provide the required documentation (as applicable), and submit the Claim Form according to the instructions on the Claim Form.

11. What is the deadline for submitting a Claim Form?

The deadline to submit a Claim Form is **August 11, 2026** (this is the last day to file online and the postmark deadline for mailed Claim Forms).

12. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner, then your claim will be considered invalid and will not be paid.

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

13. When will I get my payment?

Settlement payments will be distributed as soon as possible if the Court grants final approval of the Settlement and after any appeals are resolved.

The Court will hold a Final Approval Hearing on **October 1, 2026 at 9:30 a.m. ET** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

14. What am I giving up as part of the Settlement?

Flagstar gets a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Flagstar and other persons (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Data Breaches. This release is described in the Settlement Agreement, which is available at **www.FlagstarSettlement.com**. If you have any questions you can contact the Settlement Administrator (*see* Question 26).

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement.

15. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

16. If I do not exclude myself, can I sue Flagstar for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Flagstar (and any other Released Parties) 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 want to exclude yourself, then do not submit a Claim Form to ask for any benefit under the Settlement.

17. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement you must mail a “Request for Exclusion” postmarked no later than **June 29, 2026** to:

Flagstar Settlement Administrator
P.O. Box 4427
Baton Rouge, LA 70821

This statement must contain the following information:

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

- The case name of the Action (*Angus, et al. v. Flagstar Bank, N.A.*)
- Your full name and address;
- Your personal signature;
- The words “Request for Exclusion” or a similar statement clearly indicating that you intend to be excluded from the Settlement.

Requests for Exclusion seeking exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement Class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court, and you may not recover under any other settlement agreement regarding the claims released as part of the Settlement.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must mail your objection to the Clerk of the Court, at the mailing addresses listed below, postmarked by **no later than June 29, 2026**:

Clerk of Court
United States District Court for the Eastern District of Michigan
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 599
Detroit, MI 48226

Your objection must be written and must include all of the following:

- The case name and number of the Action (*Angus, et al. v. Flagstar Bank, N.A.*, Case No. 2:21-cv-10657-MFL-DRG)
- Your full name, address, and telephone number;
- If represented by counsel, the full name, address, and telephone number of your counsel;
- A statement of whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- A statement of the specific grounds for the objection; and
- A statement of whether you intend to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

If you are represented by counsel and your counsel intends to speak at the Final Approval Hearing, your written objection must include:

- A detailed description of any evidence you may offer at the Final Approval Hearing and
- Copies of any exhibits you may introduce at the Final Approval Hearing.

To be considered by the Court, your objection must be either (a) electronically filed by **June 29, 2026**; or (b) mailed first-class postage prepaid to the Clerk of Court for the United States District Court for the Eastern District of Michigan and postmarked by no later than **June 29, 2026**.

19. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member.

Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any benefit from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this case?

Yes. The Court appointed John Yanchunis of Morgan & Morgan Complex Litigation Group and Norman Siegel of Stueve Siegel Hanson LLP as Class Counsel to represent the Class.

You will not be charged for their services. If you want to be represented by your own lawyer, then you may hire one at your own expense.

If you have questions about making a claim, please contact the Settlement Administrator. *See* Question 26.

21. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to \$10,500,000, plus reasonable litigation costs and expenses of up to \$500,000. This payment for any attorneys' fees and expenses to Class Counsel will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Class Counsel will also ask the Court for Service Awards up to \$2,500 for each of the Settlement Class Representatives for their services in representing the Class in this matter.

Any award for attorneys' fees and expenses for Class Counsel and the Settlement Class Representative Service Awards must be approved by the Court. The Court may award less than the amount requested. Class Counsel's papers in support of final approval of the Settlement will be filed no later than September 17, 2026, and their application for Attorneys' Fees and Expenses

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

and Service Award will be filed no later than June 8, 2026, and will be posted on the Settlement Website.

THE COURT'S FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **9:30 a.m. ET on October 1, 2026**, via Zoom video conference as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of Attorneys' Fees and reasonable Expenses, and Service Awards. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommend checking **www.FlagstarSettlement.com** or calling **1-855-542-0397**.

23. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 18, the Court will consider it.

24. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in Question 18, including all the information required.

IF YOU DO NOTHING

25. What happens if I do nothing?

If you do nothing you will not get any money from this Settlement. If the Court approves the Settlement and the judgment becomes final, then you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant and the other Released Parties based on any of the Released Claims related to the Data Breaches, ever again.

GETTING MORE INFORMATION

26. How do I get more information?

If you have questions about this notice or the Settlement, you may go to the Settlement Website at **www.FlagstarSettlement.com**. You can also contact the Settlement Administrator at **1-855-542-0397**, by emailing info@FlagstarSettlement.com, or by mailing a letter to Flagstar Data Breach Settlement, P.O. Box 4427, Baton Rouge, LA 70821 for more information or to request that claim form or a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them. You may also seek advice and guidance from your own private lawyer at your own expense, if you wish to do so.

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

This notice is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement Website.

This Notice is approved by the United States District Court for the Eastern District of Michigan. **PLEASE DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT.** Please contact the Settlement Administrator if you have any questions.

Questions? Go to www.FlagstarSettlement.com or call 1-855-542-0397

Exhibit D

**Your Claim must
be submitted
online or
postmarked by:
August 11, 2026**

CLAIM FORM
FLAGSTAR DATA BREACH LITIGATION

Angus, et al. v. Flagstar Bank, N.A.,
Case No. 2:21-cv-10657-MFL-DRG
United States District Court for the Eastern District of Michigan

I. GENERAL INSTRUCTIONS

You have been identified by Flagstar as a Settlement Class Member who resides in the United States and whose personally identifying information ("PII") was impacted by either or both of the two Data Breaches Flagstar experienced in 2021.

To be eligible for Settlement benefits, you must submit this Claim Form. There are two ways to submit this Claim Form:

1. Complete the Claim Form online at www.FlagstarSettlement.com. If submitting a Claim Form online, you must do so by **August 11, 2026**.
- OR**
2. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to the following address: Flagstar Settlement Administrator, P.O. Box 4427, Baton Rouge, LA 70821. Please type or legibly print all requested information, in blue or black ink. If you submit the Claim Form by U.S. Mail, the completed and signed Claim Form must be postmarked by **August 11, 2026**.

For more information on submitting a Claim Form, please refer to the Long Form Notice posted on the Settlement Website www.FlagstarSettlement.com.

II. OVERVIEW OF SETTLEMENT BENEFITS

Settlement Class Members are eligible to receive:

- ❖ **Reimbursement for Documented Monetary Losses:** All Settlement Class Members may submit a claim for reimbursement of Documented Monetary Losses fairly traceable to the Data Breaches **up to \$25,000** per individual. Documented Monetary Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Breaches through the date of Claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges. Settlement Class Members with Monetary Losses must submit documentation supporting their Claims. This can include receipts or other documentation not "self-prepared" by the Claimant 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 other submitted documentation; **AND**
- ❖ **Residual Cash Payment:** All Settlement Class Members may claim a cash payment currently estimated to be approximately \$60, but of up to \$599. The residual cash payment may be claimed in addition to a claim for Documented Monetary Losses (the exact value of the cash payment will be calculated after deducting payments for valid Claims, Administrative Costs, Service Awards,

and Attorneys' Fees and Expenses); **AND**

- ❖ **California Statutory Payment:** Settlement Class Members who resided in California at the time of the Data Breaches may elect to receive a statutory cash payment of up to \$100; **AND**
- ❖ **Credit Monitoring Services:** In addition to all of the above, all Settlement Class Members may claim three (3) years of three-bureau identity theft protection and Credit Monitoring Services.

These Settlement benefits are subject to *pro rata* reduction as needed in the event that the total claims exceed the \$31,500,000.00 cap on payments to be made by Defendant. Specifically, in the event that the aggregate amount of payments for unreimbursed documented Monetary Losses and California Statutory Payments exceeds the remaining amount in the Settlement Fund after payment of Attorneys' Fees and Expenses, Service Awards, Administrative Costs, and Credit Monitoring services, then each Settlement Class Member's Claim for documented Monetary Losses and California Statutory Payments shall be proportionately reduced on a *pro rata* basis, and there will be no Residual Cash Payment. The Parties do not anticipate any *pro rata* decrease.

III. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Email Address: _____@_____

Telephone Number (optional): (_____) _____ - _____

IV. PROOF OF DATA BREACH SETTLEMENT CLASS MEMBERSHIP

☐

Check this box to certify that you are an individual who resides in the United States and to whom the Settlement Administrator sent notice of this Settlement.

Enter the Settlement Claim ID Number provided on your Postcard Notice or Email Notice:

Settlement Claim ID (Required): _____ - _____

Questions? Go to www.FlagstarSettlement.com or call toll-free 1-855-542-0397.

V. REIMBURSEMENT FOR DOCUMENTED MONETARY LOSSES

All Settlement Class Members may submit a claim for reimbursement of Documented Monetary Losses up to \$25,000 per individual. Documented Monetary Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Breaches through the date of Claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges that are fairly traceable to the Data Breaches.

Settlement Class Members who elect to submit a claim for reimbursement of Documented Monetary Losses must provide the Settlement Administrator the information required to evaluate the claim, including:

1. The Settlement Class Member's name and current address;
2. Documentation supporting the unreimbursed cost, loss, or expenditure; and
3. A brief description of the documentation describing the nature of the cost, loss, or expenditure, if the nature of the cost, loss, or expenditure is not apparent from the documentation alone.

To obtain this benefit, you must have documented Monetary Losses incurred as a result of the Data Breaches and submit documentation.

Documentation supporting Documented Monetary Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member 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.

☐ **I hereby attest under penalty of perjury that the unreimbursed costs, losses, or expenditures I am claiming were incurred as a result of the Data Breaches.**

Cost Type (Fill all that apply)	Approximate Date of Documented Monetary Loss	Amount of Documented Monetary Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<i>Example: Identity Theft Protection Service</i>	<u>07/17/20</u> (mm/dd/yy)	\$50.00	<i>Copy of identity theft protection service bill</i>
	— / — / — (mm/dd/yy)	\$ _____.	
	— / — / — (mm/dd/yy)	\$ _____.	
	— / — / — (mm/dd/yy)	\$ _____.	

VI. RESIDUAL CASH PAYMENT

In addition to claiming Documented Monetary Losses, you may also claim a Residual Cash Payment of up to \$599. While the amount of this payment depends upon the number of valid claims made, the amount of the Cash Payment is currently estimated to be approximately \$60 per valid claim.

To be eligible for this benefit, you must select the box below:

☐ **Yes, I choose a Residual Cash Payment.**

VII. CREDIT MONITORING SERVICES

In addition to claims for Documented Monetary Losses and a Residual Cash Payment, all Settlement Class Members may claim three (3) years of three-bureau identity theft protection and Credit Monitoring Services that will include the following features: (1) CyberScan Dark Web Monitoring, (2) \$1,000,000 Reimbursement Insurance, (3) Fully Managed Identity Restoration services, (4) Member Advisory Services, and (5) Lost Wallet Assistance.

To be eligible for this benefit, you must select the box below:

☐ **Yes, I choose three (3) years of Credit Monitoring Services**

VIII. CALIFORNIA STATUTORY PAYMENT

In addition to claims for Documented Monetary Losses, a Residual Cash Payment, and Credit Monitoring Services, Settlement Class Members who resided in California at the time of the Data Breaches—from January through December 2021—may elect to receive a statutory cash payment of up to \$100.

To be eligible for this benefit you must select the box below and attest that you resided in California at the time of the Data Breaches:

☐ **Yes, I choose the California Statutory Payment and I Attest that I resided in California in 2021.**

IX. PAYMENT SELECTION

Please select one of the following payment options, which will be used should you be eligible to receive a Settlement payment.

☐ **Venmo**

Enter the mobile number or email address associated with your Venmo account

☐ Zelle

Enter the mobile number or email address associated with your Zelle account

☐ PayPal

Enter the mobile number or email address associated with your PayPal account

☐ **Physical Check** - Payment will be mailed to the address provided above.

X. ATTESTATION & SIGNATURE

I declare under penalty of perjury that the foregoing information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature

____/____/_____
Date

Printed Name

Exhibit E

Exclusion Requests				
<i>Angus, et al. v. Flagstar Bank, N.A. , Case No. 2:21-cv-10657-MFL-DRG</i>				
Count	First Name	Last Name	State	Postmark Date
1	Peter	Beloshitski	NV	5/18/2026
2	Thomas	Simonis	IN	5/18/2026
3	Juliann	Smith	MI	5/19/2026
4	Ethan	Smith	MI	5/19/2026
5	Sarah	Smith	MI	5/19/2026
6	Aaron	Smith	MI	5/19/2026
7	Tracey	Driggers	SC	5/19/2026
8	Marcus	Foster	GA	5/20/2026
9	Julie	Wilson	MI	5/20/2026
10	Lydia	Baron-Klask	MI	5/20/2026
11	Steven	Koeniger	FL	5/21/2026
12	Gloria	Freud	MI	5/21/2026
13	Samuel	Sisler	IN	5/23/2026
14	Benjamin	Tyner	TX	5/26/2026
15	Kathleen	Mudge	CA	5/26/2026
16	Steven	Menconi	CA	5/27/2026
17	Keith	Schultz	MI	5/27/2026
18	Judy	Schultz	MI	5/27/2026
19	Kelsey	Oleskie	MI	5/28/2026
20	Xiao Zhen	Liang	CA	5/29/2026
21	Judith	Conner	IN	5/29/2026
22	Felicia	Clemons	PA	6/2/2026
23	Carol	Frane	IN	6/3/2026
24	Michael	Dailey	TX	6/4/2026
25	Denise	Blessing	MI	6/6/2026
26	Leonard	Blessing	MI	6/6/2026
27	Richard	Celenza	OH	6/8/2026
28	Deborah	Celenza	OH	6/8/2026
29	Sagar	Talagavara Umesh	IN	6/8/2026
30	Jeffrey	Florence	FL	6/8/2026
31	David	Williams	AZ	6/10/2026
32	Jacob	Johnson	OR	6/10/2026
33	Ryan	Bordelon-Godfrey	GA	6/10/2026
34	Gary	Bordelon-Godfrey	GA	6/10/2026
35	Vijay	Nagpal	MI	6/11/2026
36	Kamini	Nagpal	MI	6/11/2026
37	Angela	Michael	MI	6/11/2026
38	Robert	Scott	MI	6/18/2026
39	Kristine	Scott	MI	6/18/2026
40	Douglas	Clute	MI	6/20/2026
41	Kevin	Foye	NH	6/23/2026
42	Kam	Pang	CA	6/25/2026
43	Paul	Randazzo	MI	6/25/2026
44	Paulo	Sawada	FL	6/27/2026
45	Stephanie	Green	IL	6/29/2026
46	Jonathan	Rourke	WA	6/29/2026
47	Cynthia	Drechsel	NV	6/30/2026 (Late)
48	Lawrence	Drechsel	NV	6/30/2026 (Late)

EXHIBIT 3

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

PHILIP ANGUS, et al.,

Plaintiffs,

vs.

FLAGSTAR BANK, N.A., f/k/a
FLAGSTAR BANK, FSB, a Michigan-
based federally chartered stock savings
bank,

Defendant.

Case No.: 2:21-cv-10657-MFL-DRG

Hon. Matthew F. Leitman

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AWARDING ATTORNEYS' FEES,
EXPENSES AND SERVICE AWARDS**

Before the Court are Plaintiffs' Motion for Final Approval of Class Action Settlement and Certification of the Settlement Class (the "Final Approval Motion") (ECF No. __), and Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards (the "Fee Motion") (ECF No. 131). Having fully considered the issues, and for the reasons stated on the record at the Final Approval Hearing held on October 1, 2026, the Court hereby GRANTS the Final Approval Motion and the Fee Motion and orders as follows:

Pursuant to the notice requirements set forth in the Settlement Agreement and in the Court's March 12, 2026 Order Granting Plaintiffs' Unopposed Motion for

Preliminary Approval of Class Action Settlement and To Direct Notice of Proposed Settlement to the Class (ECF No. 124) (“Preliminary Approval Order”), the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to opt-out or object, and of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine whether the terms of the Settlement are fair, reasonable, and adequate and whether judgment should be entered dismissing this action with prejudice.

A Final Approval Hearing was held on October 1, 2026. Prior to the Final Approval Hearing, on June 8, 2026, Plaintiffs filed the Fee Motion, and on September 17, 2026, Plaintiffs filed the Final Approval Motion. Counsel for the Parties appeared through Zoom conference and presented argument in support of final approval of the Settlement.

Having heard the presentation of Class Counsel and Flagstar’s counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having considered the Fee Motion, and having reviewed the materials in support thereof, for the reasons stated on the record during the Final Approval Hearing and for good cause,

IT IS HEREBY ORDERED that:

1. The Final Approval Motion and the Fee Motion are **GRANTED** as stated herein.

2. The Settlement, including the exhibits attached thereto, is approved as fair, reasonable, and adequate, in accordance with Rule 23(e) of the Federal Rules of Civil Procedure. This Final Approval Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement unless otherwise set forth in this Order.

3. ***Jurisdiction.*** The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2), and personal jurisdiction over the Parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1).

4. ***The Settlement is Fair, Reasonable, and Adequate.*** The Court finds that the Settlement was entered into by the Parties for the purpose of settling and compromising disputed claims, and is fair, reasonable, and adequate, and in the best interests of all those affected by it. The Settlement Agreement was entered in good faith following informed, arm's-length negotiations conducted by experienced counsel with the assistance of a well-respected mediator, and is non-collusive.

5. ***Class Certification for Settlement Purposes Only.*** For purposes of the Settlement only, the Court finds and determines that the Action may proceed as a class action under Federal Rule of Civil Procedure 23(b)(3), and that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the

Settlement Class; (c) the claims of Settlement Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the proposed Settlement Class Representatives fairly and adequately protect the interests of the Settlement Class as they have no interests antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

6. ***Class Definition.*** The Court hereby certifies, for Settlement purposes only, the following class:

Settlement Class: All persons in the United States whose personally identifying information (“PII”) was impacted by either or both of the two Data Breaches Flagstar experienced in 2021, as reflected in the Class List.

7. This Settlement Class includes (i) a Nationwide Settlement Class, representing approximately 2,186,156 individuals impacted by the Data Breaches and (ii) a California Settlement Class, representing approximately 364,000 California Settlement Class members.¹

¹ Excluded from the Settlement Class are: (i) Flagstar, any entity in which Flagstar has a controlling interest, and Flagstar’s officers, directors, legal representatives,

8. ***Findings Concerning Notice.*** The Court finds and determines that the Notice Plan, preliminarily approved on March 12, 2026 and implemented as of May 2026, constituted the best practicable notice to the Settlement Class under the circumstances; constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices; and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Notice Plan involved direct notice via mail, email, and the Settlement Website providing details of the Settlement, including the benefits available, how to exclude or object to the Settlement, when the Final Approval Hearing would be held, and how to inquire further about details of the Settlement. The Court further finds that the Notices are written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The Court further finds that notice has been provided to the appropriate state and federal officials in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, drawing no objections.

9. ***Appointment of Settlement Class Representatives.*** The Court affirms

Successors, Subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement Class.

its appointment of Plaintiffs as Settlement Class Representatives pursuant to Federal Rule of Civil Procedure 23(a).

10. ***Appointment of Class Counsel.*** The Court affirms its appointment of John A. Yanchunis of Morgan & Morgan Complex Litigation Group and Norman E. Siegel of Stueve Siegel Hanson LLP as Class Counsel for settlement purposes pursuant to Rule 23(g)(1).

11. ***Excluded from the Class.*** Any person falling within the definition of the Settlement Class had the opportunity, upon request, to be excluded or “opt out” from the Class. 48 persons opted to be excluded from the Settlement. The 48 person(s) identified on Exhibit E to the Settlement Administrator’s Declaration in support of the Final Approval Motion (ECF No. ____) who opted to be excluded from the Settlement shall have no rights under the Settlement, shall not share in the distribution of the Settlement benefits, and shall not be bound by the Settlement or any final judgment entered in this Action.

12. ***Objections and Appearances.*** Any Settlement Class Member had the opportunity to enter an appearance in the Action, individually or through counsel of their own choice. Any Settlement Class Member also had the opportunity to object to the Settlement and the attorneys’ fees and expenses award and to appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate for the Settlement Class, why a final

judgment should not be entered thereon, why the Settlement should not be approved, or why the attorneys' fees and expenses award should not be granted, as set forth in the Court's Preliminary Approval Order. There were four objections filed in this case, (ECF Nos. 125, 126, 127, 132). The Court has considered the objections to the Settlement submitted by Gregory Scott, Jason Walker, James Shahan, and Michael McCarthy and concludes such objections are without merit and overruled for the following reasons: [to be addressed by the Court]. Any Settlement Class Member who did not make their objections in the manner and by the date set forth in the Court's Preliminary Approval Order shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

13. **Release.** Upon the entry of this Order, any Settlement Class Member who has not submitted a timely, valid written request for exclusion from the Settlement Class shall be bound by all subsequent proceedings, orders, and judgments in this action, including but not limited to the Release set forth in the Final Approval Order and Judgment. Settlement Class Members who submit valid and timely requests for exclusion shall not be entitled to receive any benefits from the Settlement. Further, all Settlement Class Members who have not personally, validly, and timely requested to be excluded from the Settlement Class will be enjoined from proceeding against the Released Parties under the Settlement Agreement with

respect to the Released Claims.

14. ***Attorneys' Fees and Costs.*** Class Counsel moved for an award of attorneys' fees and litigation expenses on June 6, 2026, which Flagstar did not oppose. Class Counsel requested \$10,500,000 in attorneys' fees and \$311,690.80 in litigation costs. The Court finds that Class Counsel's request for attorneys' fees and costs is fair and reasonable, particularly in light of the results achieved through the Action as well as the contingent nature of the fee award. Accordingly, Class Counsel are awarded attorneys' fees in the amount of \$10,500,000 in attorneys' fees and \$311,690.80 in litigation costs. These amounts shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

15. ***Service Awards.*** Plaintiffs moved for Service Awards on June 6, 2026, which Flagstar did not oppose. Plaintiffs requested Service Awards of \$2,500.00. The Court finds that Plaintiffs' request for Service Awards is fair and reasonable, particularly in light of the results obtained for the Settlement Class as a direct result of Plaintiffs' willingness to act as class representatives and assist Class Counsel in this litigation. Accordingly, Plaintiffs are awarded Service Awards in the amount of \$2,500.00. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

16. ***Payment to Settlement Class Members.*** The Settlement Administrator shall make all required payments from the Settlement Fund in accordance with the

amounts and the times set forth in the Settlement Agreement, including all payments to Settlement Class Members who submitted an approved claim, for the credit monitoring services, for the attorneys' fees and costs, for the Service Awards, and for all settlement administration costs.

17. ***Funds Held by Settlement Administrator.*** All funds held by the Settlement Administrator shall be deemed and considered to be in custodia legis of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed pursuant to the Settlement or further order of the Court. If any funds remain in the Settlement Fund after payment of all amounts called for by the Settlement, such funds will be disbursed to a *cy pres* recipient to be agreed upon by the Parties and approved by the Court or, if they cannot agree, selected by the Court.

18. ***Dismissed with Prejudice.*** The above-captioned Action is hereby **DISMISSED WITH PREJUDICE**. Except as otherwise provided in this Final Approval Order, the Parties shall bear their own costs and attorneys' fees. Without affecting the finality of the Final Judgment separately entered, the Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Settlement Agreement.

19. Plaintiffs' Motion for Final Approval of Class Action Settlement and Certification of the Settlement Class (ECF No. __) and Motion for Attorneys' Fees,

Expenses, and Service Awards (ECF No. 131) are **GRANTED**.

20. The Clerk is directed to **CLOSE THIS CASE** and **TERMINATE** and pending motions as **MOOT**.

IT IS SO ORDERED.

Date: _____

HON. MATTHEW F. LEITMAN
UNITED STATES DISTRICT JUDGE