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' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND TO DIRECT NOTICE OF PROPOSED SETTLEMENT TO THE CLASS

Proposed Settlement Class Representatives Philip Angus, Mark Wiedder, Tania Garcia, Ray Harter, Danielle Meis, Jonathan Kelley, Ryan Martin, Arthur

Dore, 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 ("Plaintiffs"), on behalf of themselves and all others similarly situated, seek the Court's approval of the Settlement Agreement and Release attached hereto, and submit that the Settlement Class should be preliminarily certified, and the Settlement preliminarily approved as fair, reasonable, and adequate. Plaintiffs request the Court enter the order proposed by the Parties directing that the Settlement Class be notified of the proposed Settlement in the manner set forth in the Notice Plan and schedule a Final Approval Hearing. This Motion is supported by the Brief contained herein. The Parties have conferred, and Defendant does not oppose the relief requested herein.

Dated: October 1, 2025

Respectfully Submitted,

/s/ John A. Yanchunis

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CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that on October 1, 2025, a copy of the foregoing document was filed electronically. Notice of this filing will be sent to counsel of record by operation of the Court's electronic filing system.

/s/ John A. Yanchunis
John A. Yanchunis

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PLAINTIFFS' BRIEF IN SUPPORT OF THEIR UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND TO DIRECT NOTICE OF PROPOSED SETTLEMENT TO THE CLASS

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CONCISE STATEMENT OF THE ISSUES PRESENTED

1. Whether the Court should preliminarily approve the Parties' proposed class action Settlement, enter the order proposed by Plaintiffs directing the Settlement Class be notified of the proposed Settlement in the manner set forth in the Notice Plan, and schedule a Final Approval Hearing.

CONTROLLING OR MOST APPROPRIATE AUTHORITIES

Thomsen v. Morley Companies, Inc., 639 F. Supp. 3d 758 (E.D. Mich. 2022) (Ludington, J.);

Hummel v. Teijin Auto. Techs., Inc., No. 2:23-CV-10341, 2024 WL 4278752 (E.D. Mich. Sept. 24, 2024) (Leitman, J.).

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I. INTRODUCTION

Following hard-fought settlement negotiations, including two full-day mediation sessions guided by the Honorable Gerald E. Rosen (Ret.) acting as mediator, the Parties[1] have reached a proposed Settlement to resolve claims arising from the two Data Breaches Flagstar experienced in 2021. The Settlement, achieved only after significant investigation, motion practice, and extended arm's-length negotiations, creates a non-reversionary common fund of $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 of up to $599. Subject to Court approval, the Settlement Fund will also pay for Notice Costs, Administrative Costs, Service Awards, and Attorneys' Fees and Expenses.

Considering the valuable benefits tailored to the facts of the case, and the risks faced through continued litigation, the Court should conclude that it is likely to find the Settlement "fair, reasonable, and adequate" under Rule 23(e)(2). Plaintiffs thus move for an order preliminarily approving the proposed Settlement, appointing

[1] Capitalized terms used in this Motion and Brief have the same meaning as in the Settlement Agreement and Release, attached hereto as Ex. A. The "Parties" to the Settlement means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Flagstar. Ex. A ¶ 2.26.

Class Counsel and the Settlement Class Representatives, authorizing the provision of notice to the Settlement Class, and scheduling a Final Approval Hearing.

This request is unopposed. In support of this Motion, Plaintiffs submit the Settlement Agreement ("Settlement Agreement" or "Agreement") (**Ex. A**), which includes a Consumer Settlement Benefits Plan ("CSBP") (**Ex. A-1**); the Joint Declaration of Proposed Co-Class Counsel John A. Yanchunis and Norman E. Siegel ("Joint Decl.") (**Ex. B**); the Declaration of Brandon Schwartz on behalf of the proposed Settlement Administrator, Eisner Advisory Group LLC ("EAG"), ("Schwartz Decl.") (**Ex. C**), including the Notice Plan (**Exs. C-3–C-5**) and Claim Form (**Ex. C-6**); the Proposed Order preliminarily approving the Settlement and directing notice (**Ex. D**); and a Proposed Timeline of Settlement Events (**Ex. E**).

II. FACTUAL BACKGROUND

A. Overview of the Litigation

On March 5, 2021, Flagstar announced that 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 (the "First Data Breach"). On June 17, 2022, Flagstar announced that cyber criminals infiltrated Flagstar's network and accessed the PII of approximately 1.5 million individuals in the United States (the "Second Data Breach") (together the "Data Breaches"). The Data Breaches impacted the personal information of approximately

2,187,170 U.S. consumers, including approximately 364,000 California residents.

Multiple putative class action lawsuits were filed against Flagstar, which were then consolidated in *Angus et al. v. Flagstar Bank, N.A.*, Case No. 2:21-cv-10657-MFL-DRG on August 25, 2025. ECF No. 108. A Fifth Consolidated Class Action Complaint ("5AC") was filed in the consolidated Action for purposes of effectuating the proposed Settlement. ECF No. 112.

Parallel to their litigation, the Parties engaged in arm's-length settlement negotiations beginning in April 2025. Judge Rosen oversaw the negotiations, including two in-person mediation sessions on July 18, 2025 and August 8, 2025. On August 8th, the Parties accepted a mediator's proposal to resolve the Action, and executed a binding term sheet, which was superseded by the Settlement Agreement.

B. The Terms of the Proposed Settlement

1. The Settlement Class

The proposed Settlement Class is defined as follows:

> 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.

Ex. A ¶ 2.34. 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. *Id*.[2]

2. The Settlement Fund

Following Preliminary Approval, Flagstar will make a payment of $31,500,000 into a Settlement Fund for (i) Notice Costs; (ii) Administrative Costs; (iii) Service Awards approved by the Court; (iv) Attorneys' Fees and Expenses approved by the Court; and (v) Settlement benefits for the Settlement Class as provided for in the Consumer Settlement Benefits Plan (Ex. A-1) as approved by the Court. Ex. A ¶¶ 3.1–3.2. The Settlement Class Member benefits 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. Ex. A-1, CSBP ¶ 2.

- **Credit Monitoring.** Three years of Credit Monitoring which will include three bureau credit monitoring and $1 million in identity theft insurance protections. *Id.* ¶ 3.

- **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

[2] The Settlement excludes (i) Flagstar, any entity in which Flagstar has a controlling interest, and of 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*.

of California at the time of the Data Breaches. This benefit may be stacked with any other claim. *Id.* ¶ 4.

- **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, but is currently estimated at $60. *Id.* ¶ 5.

Settlement Class Members seeking any of these benefits must complete and submit either a written or online Claim Form to the Settlement Administrator, postmarked or electronically submitted on or before the Claims Deadline. Ex. B ¶ 38; Ex. A-1 ¶ 15. Settlement Class Members with Monetary Losses must submit documentation supporting their Claims. Ex. B ¶ 38; Ex. A-1 ¶ 2.

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. Ex. A-1 ¶ 16; Ex. B ¶ 39.

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. Ex. A-1 ¶ 13; Ex. B ¶ 40.

3. Provision of Notice to the Settlement Class

Proposed Class Counsel have retained, and request that the Court appoint, EAG as the Settlement Administrator to provide notice to Settlement Class Members and to process claims. Ex. B ¶ 41; Ex. C ¶ 1. EAG is a widely-regarded expert with the experience and capability to handle a case of this magnitude. Ex. C ¶ 2. Plaintiffs propose that Notice be provided as follows:

Within thirty (30) days of entry of the Preliminary Approval Order, Flagstar will provide the Settlement Administrator a Class List, which shall include Settlement Class Members' full names, last known postal addresses, and email addresses (to the extent available). Ex. A ¶ 9.2. The Settlement Administrator shall provide direct Notice to Settlement Class Members by the Notice Date, which is sixty (60) days from the entry of the Preliminary Approval Order. *Id.* ¶¶ 2.21, 9.2.

Where physical addresses have been provided for Settlement Class Members, Postcard Notices (Ex. C-3) shall be sent, 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. Ex. A-1 ¶ 6. Where email addresses have been provided for Settlement Class Members, Email Notice (Ex. C-4) shall also be sent, in addition to the Postcard Notice. *Id.* Moreover, the Settlement Administrator will create a Settlement Website where Settlement Class Members can obtain notice of and information about the Settlement and submit claims. Ex. C ¶¶ 16–17. The Long Form Notice (Ex. C-5) will be posted 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. Ex. C ¶¶ 16–18.

The Notice Plan satisfies the "best notice practicable" standard pursuant to Rule 23 of the Federal Rules of Civil Procedure by giving direct summary postcard notice to the approximately 2,187,170 Settlement Class Members via U.S. mail. *See* Ex. A § 9; Ex. A-1 ¶ 6; Ex. B ¶¶ 42–45; Ex. C ¶ 21. In proposed Class Counsel's experience, and according to EAG, the reach of the Notice Plan meets that of other court-approved notice programs, and has been designed to meet due process requirements, including the "desire to actually inform" requirement. Ex. B ¶¶ 42–45; Ex. C ¶ 21. The Notice Plan is thus the best notice practicable here.

The claims process similarly draws upon the most up-to-date techniques to facilitate participation, including the ability to submit claims electronically on the

Settlement Website or by mail. Ex. A-1 ¶ 15; Ex. B ¶ 46.

4. Opt-Out and Objection Procedures

Any Settlement Class Member who wishes to opt-out of the Settlement must submit a request for exclusion to the Settlement Administrator, postmarked no later than the Opt-Out Deadline. Ex. A ¶ 15.1. The written request for exclusion must:

> (i) identify the case name of the Action; (ii) identify the name and address of the Settlement Class Member seeking exclusion; (iii) be personally signed by the Settlement Class Member seeking exclusion; (iv) include a statement clearly indicating the individual's intent to be excluded from the Settlement; and (v) request exclusion only for that one Settlement Class Member whose personal signature appears on the request.

Id. ¶ 15.2. Any Settlement Class Member who submits a valid and timely request for exclusion shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement. *Id.* ¶ 15.4.

Any Settlement Class Member who does not submit a valid and timely request for exclusion shall be deemed to be part of the Settlement Class and shall be bound by all applicable subsequent proceedings, orders, and judgments. *Id.* ¶ 15.5.

Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court by the Objection Deadline. *Id.* ¶ 16.1. The objection must include:

> (i) the case name and number of the Action; (ii) the name, address, telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel; (iii) a statement of whether the objection applies to only the objector, to a specific subset of the class, or to the entire class; (iv) a statement of the specific grounds for the objection; and (v) a statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

Id. ¶ 16.2. Any Settlement Class Member who fails to object shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement by appeal or any other means. *Id.* ¶ 16.4.

5. Service Awards, Attorneys' Fees, and Expenses

At least twenty-one (21) days before the Objection Deadline, Proposed Class Counsel will separately move the Court for an order awarding Attorneys' Fees of up to one-third of the Settlement Fund, or $10,500,000, and reimbursement of Expenses up to $500,000 incurred in prosecuting and settling the Action to be paid exclusively from the Settlement Fund. *See* Ex. A ¶ 18.1. Proposed Class Counsel will also request Service Awards of up to $2,500 for each Settlement Class Representative[3] to be paid exclusively from the Settlement Fund. *Id.* ¶ 17.1.[4]

[3] Along with Michael McCarthy and Erin Tallman, former named Plaintiffs in the consolidated action before they were dismissed at the motion to dismiss stage.

[4] Flagstar agrees not to oppose the Service Award request. *Id.* ¶ 17.2. Attorneys' Fees and Expenses were not discussed in any manner until the Parties reached agreement on the material terms of the Settlement, including the payment of the Settlement Fund. Ex. B ¶ 49. There is no "clear sailing" provision.

6. Release Provisions

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. Ex. A ¶¶ 2.29, 2.30, 13.1.

III. THE SETTLEMENT CLASS MEETS THE CERTIFICATION REQUIREMENTS.

In *Thomsen v. Morley Companies, Inc*., 639 F. Supp. 3d 758 (E.D. Mich. 2022), Judge Ludington explained the criteria for approving a class action settlement in the data breach context before analyzing those criteria and granting preliminary approval. This Court followed that analysis in granting final approval of another data breach class action settlement in *Hummel v. Teijin Auto. Techs., Inc*., No. 2:23-CV-10341, 2024 WL 4278752 (E.D. Mich. Sept. 24, 2024) (Leitman, J.). *See also Teijin,* at ECF No. 31 (Motion for Final Approval relying extensively on *Morley Cos*.).

Plaintiffs rely on Judge Ludington's Order throughout this motion as it offers useful guidance in the data breach context, including the standards set forth below:

> The claims of "a class proposed to be certified for purposes of settlement[ ] may be settled, voluntarily dismissed, or compromised only with the court's approval."
>
> The question at the preliminary-approval stage is "simply whether the settlement is fair enough" to begin the class-notice process. At the preliminary-approval stage, Rule 23(e) requires the parties to "provide the court with information sufficient to enable it to determine whether to give notice of the proposal to the class." "The court must direct notice" of a proposed settlement "to all class members who would be bound" by it if "the court will likely be able to approve the proposal

> under Rule 23(e)(2)[ ] and certify the class for purposes of judgment on the proposal."
>
> After preliminary approval, notice, and time for objections, the proposed settlement may be finally approved "only after a hearing and only on finding that it is fair, reasonable, and adequate."[5]

A. The Settlement Class Satisfies the Requirements of Rule 23(a).

1. The Settlement Class is Sufficiently Numerous.

"The Class must be 'so numerous that joinder of all members is impracticable.'" *Id.* at 765 (quoting Fed. R. Civ. P. 23(a)(1)). "Although 'there is no strict numerical test, substantial numbers usually satisfy the numerosity requirement.'" *Id.* (quoting *Daffin v. Ford. Motor Co.*, 458 F.3d 549, 552 (6th Cir. 2006)). The proposed class includes approximately 2,187,170 individuals. Ex. A ¶ 2.34. "This 'sheer' volume satisfies numerosity." *Morley Cos.*, 639 F. Supp. 3d at 765 (quoting *Barry v. Corrigan*, 79 F. Supp. 3d 712, 731 (E.D. Mich. 2015)).

2. Common Questions of Law and Fact Exist.

"The Class must share common questions of law or fact." *Id.* (citing Fed. R. Civ. P. 23(a)(2)). "Commonality requires 'a common contention' that, if resolved, would resolve claims of all class members 'in one stroke.'" *Id.* (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011)). "A common question of law or fact exists if all the Class's members suffered the same injury." *Id.* (citing *Dukes*, 564

[5] *Id*. at 764 (citations omitted) (quoting Fed. R. Civ. P. 23(e); *Garner Props. & Mgmt. v. City of Inkster*, 333 F.R.D. 614, 626 (E.D. Mich. 2020)).

U.S. at 349–50). Common to all Class Members is whether Flagstar's data security adequately protected their personal information. *See generally* 5AC at ¶ 336, ECF No. 112, PageID.2336–37. Commonality is satisfied because "[t]his factual question is common to all the members of the Class. Therefore, it is capable of class-wide resolution, satisfying commonality." *Morley Cos.*, 639 F. Supp. 3d at 765.

3. Plaintiffs' Claims Are Typical of the Class.

"'[T]he claims or defenses of the representative parties [must be] typical of the claims and defenses of the class.'" *Id.* (quoting Fed. R. Civ. P. 23(a)(3)). "Typicality is satisfied if the representative's claim 'arises from the same [transaction or occurrence as] the claims of other class members, and [they] are based on the same legal theory.'" *Id.* (quoting *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 561 (6th Cir. 2007)). Settlement Class Representatives' claims arise from the same Data Breaches that impacted other Class Members. *See* 5AC ¶¶ 2–3, 7, ECF No. 112, PageID.2221–3. Typicality is satisfied because resolving Settlement Class Representatives' claims would also resolve the Class Members' claims.[6]

4. Plaintiffs Satisfy the Adequacy Requirement.

"Finally, 'the representative parties [must] fairly and adequately protect the interest of the class.'" *Id.* (quoting Fed. R. Civ. P. 23(a)(4)). "Adequacy is governed

[6] *See, e.g.*, *Morley Cos.*, 639 F. Supp. 3d at 765 ("The claims of Plaintiffs and the Class arise from the same Data Incident . . . . Thus, resolving one plaintiff's claims would resolve them for the Class, satisfying typicality.").

by two criteria: '1) the representative must have common interests with unnamed members of the class, and 2) it must appear that the representatives will vigorously prosecute the interests of the class through qualified counsel.'"[7]

Settlement Class Representatives' and the Class's claims arise from the Data Breaches' impact on their PII. Settlement Class Representatives actively participated by assisting with the complaints and approving the Settlement. Ex. B ¶ 60. The proposed Service Awards do not misalign their interests. This satisfies adequacy.[8]

B. The Settlement Class Satisfies the Requirements of Rule 23(b)(3).

"The Class must also satisfy one of the three requirements of Rule 23(b)." *Id.* (citing *Dukes*, 564 U.S. at 345). "Rule 23(b)(3) … permits class actions if (1) the common questions of law and fact predominate over any questions affecting only individuals and (2) the class-action mechanism is superior to the other available methods for the fair and efficient adjudication of the controversy." *Morley Cos.*, 639 F. Supp. 3d at 766 (citing Fed. R. Civ. P. 23(b)(3)).

1. Common Questions of Law or Fact Predominate.

"Predominance is satisfied if the Class's individual questions of law or fact

[7] *Id.* at 765–66 (quoting *In re Am. Med. Sys., Inc.*, 75 F.3d 1069, 1083 (6th Cir. 1996)).

[8] *See, e.g.*, *Morley Cos.*, 639 F. Supp. 3d at 766 ("Plaintiffs add that they have 'participated actively' in the case. And the proposed lead-plaintiff incentive award does not misalign the interests of Plaintiffs and the Class.") (citations omitted).

'are sufficiently cohesive to warrant adjudication by representation.'"[9] Settlement Class Representatives allege that Flagstar acted uniformly as to Plaintiffs and Class Members, resulting in the theft of their personal information and its placement on the dark web. *See generally* 5AC, ECF No. 112; *id.*at ¶ 336, PageID.2336–7. This satisfies the predominance requirement.[10]

2. A Class Action is Superior.

"Superiority 'is met if the class action is a better way than individual litigation to adjudicate a claim.'"[11] "A class action is superior if it would 'vindicate[ ] the rights of groups of people who individually would be without effective strength to bring their opponents into court at all.'"[12] It would be impractical for 2,187,170 individuals to bring lawsuits against Flagstar regarding the Data Breaches. Thus, a class action is the better method to vindicate the Class's rights, superiority is satisfied.[13]

IV. THE COURT SHOULD APPOINT CLASS COUNSEL.

"After certifying a class, the court must appoint class counsel." *Morley Cos.*,

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[9] *Id.* (quoting *Amchem Prods. v. Windsor*, 521 U.S. 591, 623 (1997)).
[10] *See, e.g.*, *Morley Cos.*, 639 F. Supp. 3d at 766 (finding predominance where "the injury of each member of the Class—the theft of personal information—was the result of Defendant's alleged 'uniform' course of conduct").
[11] *Id.* (quoting *Calloway v. Caraco Pharm. Lab'ys*, 287 F.R.D. 402, 407 (E.D. Mich. 2012)).
[12] *Id.* (quoting *Amchem*, 521 U.S. at 617).
[13] *See, e.g., id.* (finding superiority where, "[b]ecause the data-breach issues predominate, it would be impractical for the members of the Class to individually sue the same defendant for theft of their personal information").

639 F. Supp. 3d at 766 (citing Fed. R. Civ. P. 23(g)(1)). In making this determination, the Court must consider:

> (1) the work counsel has done in identifying or investigating potential claims in the action; (2) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (3) counsel's knowledge of the applicable law; and (4) the resources that counsel will commit to representing the class.

Id. (citing Fed. R. Civ. P. 23(g)(1)).

Proposed Class Counsel readily satisfy the criteria. They, and their firms, have invested significant time investigating and litigating the claims in the Action. Ex. B ¶ 1. Proposed Class Counsel also have extensive experience in prosecuting data-breach class actions. *Id*. ¶¶ 3–10. Through that experience, Proposed Class Counsel have ample knowledge of the applicable law and the necessary resources. *Id*. As a result of Proposed Class Counsel's efforts, the proposed Settlement Agreement provides significant monetary relief to the Settlement Class. Accordingly, John Yanchunis of Morgan & Morgan Complex Litigation Group and Norman Siegel of Stueve Siegel Hanson LLP should be appointed as Class Counsel.[14]

V. THE COURT SHOULD DIRECT NOTICE TO THE CLASS.

A. The Standard for Issuance of Notice.

"There are two steps for approving class settlements: '(1) preliminary

[14] *See, e.g.*, *Morley Cos.*, 639 F. Supp. 3d at 767 (appointing counsel who "invested many hours investigating the claims," "has extensive experience in prosecuting data-breach class actions," and "has ample knowledge of the applicable law").

approval of the settlement and the content and method of class notice; and (2) final approval after notice and a fairness hearing.'"[15]

"At the preliminary-approval stage, the issue is whether the Agreement 'is fair enough . . . to expend the effort and costs associated with sending potential class members notice and processing opt-outs and objections.'"[16] "The Agreement should be preliminarily approved if it '(1) does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment to class representatives or of segments of the class, or excessive compensation for attorneys, and (2) appears to fall within the range of possible approval' at the final-approval stage."[17] Rule 23(e)(2) provides that a proposed settlement may be approved only after a hearing and on a "finding that it is fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). Approval of a settlement is committed to the sound discretion of the court. *See Does 1-2 v. Deja Vu Servs., Inc.*, 925 F.3d 886, 894 (6th Cir. 2019).

> Four factors govern whether the Agreement is 'fair, reasonable, and adequate': (1) whether the class representatives and class counsel have adequately represented the class, (2) whether the proposal was negotiated at arm's length, (3) whether the relief provided for the class is adequate, and (4) whether the proposal treats class members equitably relative to each other.

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[15] *Id.* (quoting *Sheick v. Auto. Component Carrier, LLC*, No. 09-14429, 2010 WL 3070130, at *11 (E.D. Mich. Aug. 2, 2010)).
[16] *Id.* (quoting *Garner Props. & Mgmt. v. City of Inkster*, 333 F.R.D. 614, 626 (E.D. Mich. 2020)).
[17] *Id.* (quoting *Sheick*, 2010 WL 3070130, at *11).

Morley Cos., 639 F. Supp. 3d at 767–68.

B. The Settlement is Fair, Reasonable, and Adequate.

1. Plaintiffs and Their Counsel Have Provided Excellent Representation to the Settlement Class.

Settlement Class Representatives have the same claims as other Settlement Class Members and have actively participated in the case by working with proposed Class Counsel in preparing the initial and amended complaints and in approving the Settlement. Ex. B ¶¶ 59–60. The proposed Service Awards do not misalign the interests of Settlement Class Representatives and other Class Members. Accordingly, the adequate representation requirement is satisfied.[18]

2. The Settlement Resulted from Arm's Length Negotiations.

The Parties mediated this case, twice, before a neutral mediator after litigating motions to dismiss concerning both Data Breaches, engaging in jurisdictional and choice-of-law discovery, and after Flagstar provided additional information related to (i) when and how the Data Breaches occurred, (ii) the number of individuals impacted by each of the Data Breaches, including the number of Californians, and (iii) financial information reflecting Flagstar's current and forthcoming fiscal position. Ex. B ¶¶ 32–33. Thus, the Settlement was negotiated at arm's length.[19]

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[18] *See, e.g.*, *Morley Cos.*, 639 F. Supp. 3d at 765-66, 768 (finding the "incentive award does not misalign the interests of Plaintiffs and the Class.") (citation omitted).
[19] *See, e.g.*, *Morley Cos.*, 639 F. Supp. 3d at 768 (noting that the parties "conduct[ed] informal discovery," and "settled through a neutral mediator," and thus concluding that "[t]he parties negotiated the Agreement at arm's length.").

3. The Relief Provided by the Settlement is Excellent.

> The adequacy of relief considers: (1) the costs, risks, and delay of trial and appeal; (2) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (3) the terms of any proposed attorney's fee, including timing of payment; and (4) any agreement required to be identified under Rule 23(e)(2).

Morley Cos., 639 F. Supp. 3d at 768 (citing Fed. R. Civ. P. 23(e)(2)(C)).

Additional litigation would be complex, costly, and likely continue for several years with no guarantee of relief. Ex. B ¶ 54. A settlement now allows class members to obtain relief without high administrative burdens. *Id.* Class Members who do not wish to make a claim requiring documentation can simply "tear off" a claim form from the proposed postcard notice, check boxes indicating whether they want Credit Monitoring Services, California Statutory Payment, and/or Residual Cash Payment, and mail it to the Settlement Administrator, with the postage prepaid. Ex. A-1 ¶¶ 3–6. Claims requiring documentation may easily be made through the settlement website or by printing and mailing the Claim Form (Ex. C-6). Ex. C ¶¶ 16–17.

The $31,500,000 Settlement Fund obtained on behalf of 2,187,170 individuals amounts to $**14.40** per person, a more than adequate outcome for a data breach settlement. For example, as further detailed in the Joint Declaration, several orders within the Sixth Circuit grant approval of data breach settlements that do not nearly achieve that amount, including: (a) $10.03 per class member in *In re CorrectCare Data Breach Litig.*; (b) $6.18 per class member in *Thomsen v. Morley Companies,*

Inc.; (c) $4.32 per class member in *In re Wright & Fillipis, LLC Data Security Incident Litig.*; and (d) $2.88 per class member in *In re Sonic Corp. Customer Data Sec. Breach Litig*. *See* Ex. B ¶ 56; *see also id.* at ¶ 57 (comparing similar class size settlements ranging from $1.31 to $8.00 per class member). The result here far exceeds these comparators, and thus, the relief is adequate.

4. The Settlement Treats Class Members Equitably.

"The Agreement must treat the members of the Class as relatively equal." *Morley Cos.*, 639 F. Supp. 3d at 768. Each Class Member may obtain (i) a Residual Cash Payment, (ii) Credit Monitoring Services, and (iii) with supporting documentation, reimbursement of documented Monetary Losses. For Settlement Class Members residing in California during the Data Breaches, they also may make a claim for the California Statutory Payment, relief available to them under California's Consumer Privacy Act, a claim that was upheld as regards the Data Breaches. Finally, $2,500 Service Awards do not raise concerns about inequality.[20]

5. Other Agreements

Rule 23(e) mandates that "[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal," and that the Court

[20] *See, e.g.*, *id.* (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," and the "incentive award is only $1,500.00, so there are no concerns about the incentive award creating inequality.").

must consider any such agreements when determining whether the relief is adequate. *See* Fed. R. Civ. P. 23(e)(2)–(3). The only other agreement at issue is the Separate Opt-Out Agreement establishing the opt-out threshold under which Flagstar may terminate the Settlement Agreement. *See* Ex. A ¶ 15.6. Plaintiffs concurrently seek leave to file under seal with the Court this Separate Opt-Out Agreement.

C. Sixth Circuit: The Settlement is Fair, Reasonable, and Adequate.

The Sixth Circuit applies a seven-factor test to assess whether a class action settlement is "fair, reasonable, and adequate":

> (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." Of the *UAW* factors, "[t]he most important of the factors to be considered in reviewing a settlement is the probability of success on the merits."[21]

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.'"[22] The Court can safely conclude this Settlement was negotiated at arm's length, without collusion, based on the terms of the Settlement itself; the length and difficulty of the negotiations; and the

[21] *Déjà vu Servs.*, 925 F.3d at 894–95 (citing *Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007) ("*UAW*") and quoting *Poplar Creek Dev. Co. v. Chesapeake Appalachia*, L.L.C., 636 F.3d 235, 245 (6th Cir. 2011)).
[22] *Morley Cos.*, 639 F. Supp. 3d at 769 (quoting *Leonhardt v. ArvinMeritor, Inc.*, 581 F. Supp. 2d 818, 838 (E.D. Mich. 2008)).

involvement of an experienced mediator. This factor supports approval.[23]

2. Complexity, Expense, and Duration Support Approval.

"Courts must also consider the complexity, expense, and likely duration of litigation because 'the costs, delays[,] and multitudes of other problems' can outweigh the value of the plaintiff's claims." *Id.* Plaintiffs face significant risks and costs should they continue to litigate the Action due to the potential expense and length of continued proceedings necessary to prosecute the litigation against Flagstar through motion practice, trial, and potential appeals. Further, if Plaintiffs prevailed on their intended motions for class certification and successfully defeated Flagstar's intended motions thus proceeding to trial, Plaintiffs would have faced significant risk, cost, and delay. Plaintiffs face the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation.

In contrast, the proposed Settlement provides certain, substantial, and immediate relief to the proposed Settlement Class. It ensures that Settlement Class Members who submit Approved Claims will receive guaranteed benefits now. The substantial costs, risks, and delay of a trial and appeal support a finding that the proposed Settlement is adequate.[24]

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[23] *See id.* ("No evidence of fraud or collusion exists here. On the contrary, the parties settled with a neutral mediator so this factor favors approval.") (citations omitted).
[24] *See, e.g.*, *id.* ("[C]ontinued litigation would be complex, costly, and likely continue for several years with no guarantee of relief. So this factor also favors approval.").

3. The Amount of Discovery Engaged in Supports Approval.

"A settlement is 'more likely to be fair and reasonable under the circumstances' if the parties have conducted discovery."[25] Here jurisdictional discovery, including depositions, was taken as to the Second Data Breach, choice-of-law discovery was taken as to the First Data Breach, and additional information was exchanged informally in connection with the mediations. Ex. B ¶¶ 21, 29, 32.

Yet, even where parties do not engage in formal discovery, "courts have held that settlements are permissible where, 'notwithstanding the status of discovery, plaintiffs' negotiators had access to a plethora of information regarding the facts of their case.'"[26] Moreover, proposed Class Counsel retained an expert to search the dark web for information exfiltrated during the Data Breaches, Ex. B ¶ 19, and the Parties exchanged informal discovery that allowed proposed Class Counsel to fairly evaluate the strengths and weaknesses of the case. Ex. B ¶ 32.

4. The Likelihood of Success on the Merits Supports Approval.

"The likelihood of success on the merits 'provides a gauge from which the benefits of the settlement must be measured.'"[27] This case faces substantial hurdles

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[25] *Id.* at 769 (citing *Green v. Platinum Rests. Mid-Am. LLC*, 2022 WL 1240432, at *5 (W.D. Ky. Apr. 27, 2022)).

[26] *Déjà Vu Servs.*, 925 F.3d at 898 (quoting *In re Corrugated Container Antitrust Litig.*, 643 F.2d 195, 211 (5th Cir. 1981)); *see also, e.g.*, *Morley Cos.*, 639 F. Supp. 3d at 770 (finding that "[a]lthough the parties did not conduct formal discovery, they have conducted ample informal discovery," and "[t]his factor thus favors approval").

[27] *Morley Cos.*, 639 F. Supp. 3d at 770 (citing *Poplar Creek Dev. v. Chesapeake*

should it continue to trial. 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, which is common in data breach litigation. This field of litigation is evolving; there is no guarantee of the ultimate result.[28]

5. The Views of Plaintiffs and Counsel Support Approval.

"'The endorsement of the parties' counsel is entitled to significant weight, and supports the fairness of the class settlement.'"[29] Proposed Class Counsel supports the Settlement, Ex, B ¶ 51, which "favors approval too."[30]

6. The Public Interest Supports Approval of the Settlement.

"'[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are notoriously difficult and

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Appalachia, L.L.C., 636 F.3d 235, 245 (6th Cir. 2011).

[28] *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, e.g.*, *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).

[29] *Id.* (quoting *UAW v. Ford Motor Co.*, 2008 WL 4104329, at *26 (E.D. Mich. Aug. 29, 2008)).

[30] *Morley Cos.*, 639 F. Supp. 3d at 770. The reaction of absent class members factor "is neutral because the proposed settlement is in the prenotice stage." *Id.*

unpredictable' and settlement conserves judicial resources.'"[31] The public interest and judicial resources would be served by via relief for the 2,187,170-person class.[32]

VI. THE COURT SHOULD APPROVE THE NOTICE PLAN.

"After preliminarily approving a settlement, the court must direct notice of the proposed settlement to all class members who would be bound by the proposal." *Id.* (citing Fed. R. Civ. P. 23(e)(1)(B)). Where a class "is being certified under Rule 23(b)(3), notice must be 'the best notice practicable' and include 'individual notice to all members who can be identified through reasonable effort.'" *Id.* (quoting Fed. R. Civ. P. 23(c)(2)(B)).

> Notice must also include the following in "plain, easily understood language": (1) The nature of the action; (2) The definition of the class certified; (3) The class claims, issues, or defenses; (4) That a class member may enter an appearance through an attorney if the member so desires; (5) That the court will exclude from the class any member who requests exclusion; (6) The time and manner for requesting exclusion; and (7) The binding effect of a class judgment on members under Rule 23(c)(3).

Id. (citing Fed. R. Civ. P. 23(c)(2)(B)).

Following an extensive proposal process, Plaintiffs have selected, and Flagstar approved, EAG as the Settlement Administrator. *See* Ex. A ¶ 2.33. As explained above in Section II.B.3, the Notice Plan provides for direct mail Postcard

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[31] *Id.* (quoting *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 530 (E.D. Mich. 2003)).

[32] *See, e.g.*, *id*. ("Settling this 694,679-person class action would further the public interest by providing relief for the entire Class and conserving judicial resources.").

Notice, with an attached "tear off" claim form, Ex. A-1 ¶ 6; Ex. C ¶ 11; Email Notice for all Settlement Class Members where email addresses have been provided, *id.* ¶ 10; and industry standard address updating and remailing, *id.* ¶¶ 12, 13.

The Postcard Notice includes, among other information: (a) a description of the material terms of the Settlement; (b) identification of the Settlement Class and applicable Released Parties; (c) how to submit a Claim Form; (d) the Claim Form Deadline; (e) Opt-Out Deadline; (f) the Objection Deadline; (g) the Final Approval Hearing date; and (h) the Settlement Website address at which Settlement Class Members may access the Settlement Agreement, Long Form Notice, and other related documents and information. Ex. C ¶ 16; Ex. A-1 ¶ 6. Although the deadlines are blank, this information will be filled in following preliminary approval. *Id.* Thus, the Notice Plan satisfies Rule 23 and due process and should be approved.[33]

VII. CONCLUSION

Accordingly, Plaintiffs request the Court enter the proposed order directing notice to the Settlement Class, attached hereto as Ex. D, as set forth in the Notice Plan and schedule a Final Approval Hearing. Plaintiffs also include a proposed schedule of dates leading to a Final Approval Hearing, attached as **Ex. E**.

Dated: October 1, 2025

Respectfully Submitted,

/s/ John A. Yanchunis

[33] *See, e.g.*, *Morley Cos.*, 639 F. Supp. 3d at 771 (finding text of similar notice "satisfie[d] the requirements of Rule 23 and due process").

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CERTIFICATE OF SERVICE

I hereby certify that on October 1, 2025, 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 A

SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is made as of October 1, 2025 by and between, as hereinafter defined, (a) the Settlement Class Representatives,[1] on behalf of themselves and the Settlement Class, and (b) Defendant Flagstar Bank, N.A. ("Flagstar" or "Defendant") (collectively, the "Parties"). This Agreement fully and finally compromises and settles any and all claims asserted against Flagstar in the Action *Angus et al. v. Flagstar Bank, N.A.*, Case No. 2:21-cv-10657-MFL-DRG pending in the United States District Court for the Eastern District of Michigan.

1. RECITALS

1.1. On March 5, 2021, Flagstar announced that it had been the victim of cyberattack 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 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.

1.2. Multiple putative class action lawsuits were filed against Flagstar on behalf of consumers impacted by either or both of the Data Breaches, which were then consolidated in *Angus et al. v. Flagstar Bank, N.A.*, Case No. 2:21-cv-10657-MFL-DRG on August 25, 2025. A Consolidated Class Action Complaint was filed in the consolidated Action on September 24, 2025.

1.3. Parallel to their litigation of the Action, the Parties engaged in arm's-length settlement negotiations beginning in April 2025. The negotiations were overseen by former United States District Court Judge Gerald E. Rosen. The Parties engaged in two mediation sessions on July 18, 2025, and August 8, 2025. On August 8, 2025, the Parties executed a binding term sheet, to be superseded by this Agreement.

1.4. The Parties recognize the expense and length of proceedings necessary to continue litigation of the Action through further motion practice, trial, and any possible appeals. The Parties have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Action and the defenses thereto. Based upon their investigation, discovery, and motion practice, as set forth above, the Parties have determined that the settlement set forth in this Agreement is in their respective best interests and that the Agreement is fair, adequate, and reasonable. The Parties have therefore agreed to settle the claims asserted in the Action pursuant to the terms and provisions of this Agreement.

[1] All capitalized terms are defined in Section 2 below.

1.5. It is the intention of the Parties to resolve the disputes and claims which they have between them on the terms set forth below.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree as follows:

2. DEFINITIONS

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

2.1. "Action" means the consolidated class action lawsuit captioned *Philip Angus, et al. v. Flagstar Bank, N.A. f/k/a Flagstar Bank, FSB*, Case No. 2:21-cv-10657 currently pending before the Honorable Matthew T. Leitman in the United States District Court for the Eastern District of Michigan.

2.2. "Administrative Costs" means all reasonable costs and expenses incurred by the Settlement Administrator in carrying out its duties under this Agreement.

2.3. "Agreement" or "Settlement Agreement" means this Settlement Agreement and Release and all of its attachments and exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Action between them and which is subject to approval by the Court.

2.4. "Attorneys' Fees" means the attorneys' fees that Class Counsel request the Court to approve for payment from the Settlement Fund as compensation for Class Counsel's work in prosecuting and settling the Action.

2.5. "Flagstar" means Flagstar Bank, N.A.

2.6. "Flagstar's Counsel" means Flagstar's counsel of record in the Action from the law firms of Skadden, Arps, Slate, Meagher & Flom LLP and Troutman Pepper Hamilton Sanders LLP.

2.7. "Class Counsel" means Norman E. Siegel of Stueve Siegel Hanson LLP and John A. Yanchunis of Morgan & Morgan Complex Litigation Group.

2.8. "Class List" means the list of individuals in the United States whose information Flagstar determined was unlawfully accessed during either or both of the Data Breaches.

2.9. "Complaint" means the Fifth Amended Class Action Complaint, at Docket Entry Number 112, filed in the Action on September 24, 2025.

2.10. "Consumer Settlement Benefits Plan" means the plan for processing claims for and distributing Settlement benefits to Settlement Class Members, which shall be presented by Class

Counsel to the Court for approval in connection with a motion seeking a Preliminary Approval Order.

2.11. "Court" means the United States District Court for the Eastern District of Michigan, where the Action is pending.

2.12. "Data Breaches" means the two cybersecurity incidents experienced by Flagstar in 2021, which Flagstar determined the personal information of approximately 2,187,170 U.S. consumers was accessed, including approximately 364,000 California residents.

2.13. "Defendant" means Flagstar.

2.14. "Effective Date" means the date when all of the conditions set forth in Section 6.1 of this Agreement have occurred, provided, however, that Flagstar has not exercised its right of termination under Section 6.2 of this Agreement.

2.15. "Expenses" means the reasonable costs and expenses incurred in litigating the Action that Class Counsel request the Court to approve for payment from the Settlement Fund.

2.16. "Final Approval" means entry of a Final Approval Order and Judgment.

2.17. "Final Approval Hearing" means the hearing to be conducted before the Court to determine the fairness, adequacy, and reasonableness of the Agreement pursuant to Federal Rule of Civil Procedure 23 and whether to enter a Final Approval Order and Judgment.

2.18. "Final Approval Order and Judgment" means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23 in all respects.

2.19. "Judgment" means the Final Approval Order and Judgment.

2.20. "Notice Costs" means all reasonable costs and expenses incurred in connection with implementing and executing the Notice Plan.

2.21. "Notice Date" means the date by which notice will be completed, which shall be sixty (60) days after the Court enters the Preliminary Approval Order.

2.22. "Notice Plan" means the Settlement notice program to be presented by Class Counsel to the Court for approval in connection with a motion seeking a Preliminary Approval Order.

2.23. "Objection Deadline" means the deadline by which written objections to the Settlement must be filed with the Court. Such deadline shall be forty-five (45) days after the Notice Date.

2.24. "Opt-Out Deadline" means the deadline by which written requests for exclusion from the Settlement must be postmarked as set forth in the Preliminary Approval Order. Such deadline shall be forty-five (45) days after the Notice Date.

2.25. "Parent" means, with respect to any Entity, any other Entity that owns or controls, directly or indirectly, at least a majority of the securities or other interests that have by their terms ordinary voting power to elect a majority of the board of directors, or a majority of others performing similar function, of such Entity.

2.26. "Parties" means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Flagstar.

2.27. "Parties' Counsel" means Class Counsel and Flagstar's Counsel.

2.28. "Preliminary Approval Order" means an order finding that the Court has Article III jurisdiction over the Action, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and concluding that the Court will likely be able to certify the Settlement Class for purposes of entering a Judgment. The Preliminary Approval Order will include, among other things, (i) a procedure for Settlement Class Members to object to or request exclusion from the Settlement (along with the applicable Objection and Opt-Out Deadlines), (ii) the date and time of the Final Approval Hearing, and (iii) pertinent information from the Notice Plan and Consumer Settlement Benefits Plan.

2.29. "Released Claims" means any claims, liabilities, rights, demands, suits, obligations, damages, including but not limited to consequential damages, losses or costs, punitive damages, attorneys' fees and costs, action or causes of action, penalties, remedies, of every kind or description—whether known or Unknown (as the term "Unknown Claims" is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, administrative, statutory, or equitable—that relate to or arise from the Data Breaches or the facts alleged in the Action.

2.30. "Released Parties" means Flagstar and any of its current, former, and future Affiliates, Parents, Subsidiaries, representatives, officers, agents, directors, employees, contractors, vendors, insurers, Successors, assigns, and attorneys.

2.31. "Service Awards" means any payments made, subject to Court approval, to (i) Settlement Class Representatives and (ii) Erin Tallman and Michael McCarthy, who were named Plaintiffs in the Action, in recognition of their role in litigating this Action.

2.32. "Settlement" means the settlement of the Action by and between the Parties, and the terms and conditions thereof as stated in this Agreement.

2.33. "Settlement Administrator" means Eisner Advisory Group LLC. A different Settlement Administrator may be substituted if approved by order of the Court.

2.34. "Settlement Class" means 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. 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. Excluded from the Settlement Class are (i) Flagstar, any entity in which Flagstar has a controlling interest, and of 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.

2.35. "Settlement Class Member" or "Member of the Settlement Class" means any person who is a member of the Settlement Class.

2.36. "Settlement Class Representatives" means the following plaintiffs and proposed class representatives named in the Complaint filed in the Action: Philip Angus, Mark Wiedder, Tania Garcia, Ray Harter, Danielle Meis, Jonathan Kelley, Ryan Martin, Arthur Dore, 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.

2.37. "Settlement Fund" means the thirty-one million five hundred thousand United States Dollars ($31,500,000) that Flagstar shall pay pursuant to Section 3 of this Agreement.

2.38. "Settlement Fund Account" means the account described in Section 4 of this Agreement.

2.39. "Subsidiary" means, with respect to any Entity, any other Entity of which the first Entity owns or controls, directly or indirectly, at least a majority of the securities or other interests that have by their terms ordinary voting power to elect a majority of the board of directors, or others performing similar functions, of the other Entity.

2.40. "Successor" means, with respect to a natural person, that person's heirs, successors, and assigns, and, with respect to an Entity, any other Entity that through merger, buyout, assignment, or any other means or transaction, acquires all of the first Entity's duties, rights, obligations, shares, debts, or assets.

2.41. "Taxes" means (i) any applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) arising in any jurisdiction with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon the Parties or the Parties' Counsel with respect to any income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest, or penalties) relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing, if any; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund (including without limitation, expenses of tax attorneys and accountants).

2.42. "Unknown Claims" means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her

decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a key element of the Settlement Agreement.

3. SETTLEMENT FUND

3.1. Within twenty-one (21) days of the Preliminary Approval Order, Flagstar shall make a non-reversionary settlement payment of thirty-one million five hundred thousand United States Dollars ($31,500,000) and deposit that settlement payment into the Settlement Fund.

3.2. The Settlement Fund shall be used to pay for (i) Notice Costs; (ii) Administrative Costs; (iii) Service Awards approved by the Court; (iv) Attorneys' Fees and Expenses approved by the Court; and (v) Settlement benefits for the Settlement Class as provided for in the Consumer Settlement Benefits Plan to be filed by Class Counsel and approved by the Court. In no event shall Flagstar be obligated to pay more than thirty-one million five hundred thousand United States Dollars ($31,500,000) in connection with the Settlement of the Action, including with respect to all Notice Costs and Administrative Costs. In no event shall any funds revert to Flagstar.

4. Settlement Fund Account

4.1. The Settlement Fund monies shall be held in the Settlement Fund Account.

4.2. All funds held in the Settlement Fund Account shall be deemed to be in the custody of the Court until such time as the funds shall be disbursed pursuant to this Agreement or further order of the Court.

4.3. No amounts may be withdrawn from the Settlement Fund Account unless (i) authorized by this Agreement; (ii) authorized by the Consumer Settlement Benefits Plan or Notice Plan, after approval by the Court; or (iii) otherwise approved by the Court.

4.4. The Parties agree that the Settlement Fund Account is intended to constitute a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, *et seq*., and

that the Settlement Administrator shall be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3). The Parties further agree that the Settlement Fund Account shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund Account as a qualified settlement fund from the earliest date possible.

4.5. Upon or before establishment of the Settlement Fund Account, the Settlement Administrator shall apply for an employer identification number for the Settlement Fund Account utilizing IRS Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide Flagstar with that employer identification number on a properly completed and signed IRS Form W-9.

4.6. The Settlement Administrator shall file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to, any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(l) and Treasury Regulation § l.468B-2(1)(2). Any contract, agreement, or understanding with the Settlement Administrator relating to the Settlement Fund Account shall require the Settlement Administrator or its agent to file or cause to be filed, on behalf of the Settlement Fund Account, all required federal, state, and local tax returns, information returns, including, but not limited to any Form 1099-series return, and tax withholdings statements, in accordance with the provisions of Treasury Regulation § 1.468B-2(k)(1) and Treasury Regulation § l.468B-2(1)(2). The Settlement Administrator may, if necessary, secure the advice of a certified public accounting firm in connection with its duties and tax issues arising hereunder.

4.7. All Taxes relating to the Settlement Fund Account shall be paid out of the Settlement Fund Account, shall be considered to be an Administrative Cost of the Settlement, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund Account shall indemnify and hold harmless the Parties and the Parties' Counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments).

4.8. Following its payment of the Settlement Fund monies as described in Section 3.1 of this Agreement, Flagstar shall have no responsibility, financial obligation, or liability whatsoever with respect to investment of Settlement Fund Account funds, payment of federal, state, and local income, employment, unemployment, excise, and any other Taxes, penalties, interest, or other charges related to Taxes imposed on the Settlement Fund Account or its disbursements, payment of the administrative, legal, accounting, or other costs occasioned by the use or administration of the Settlement Fund Account.

5. Presentation of Settlement to the Court

5.1. No later than October 1, 2025, the Settlement Class Representatives and Class Counsel shall file this Agreement along with a motion seeking a Preliminary Approval Order pursuant to the requirements of Federal Rule of Civil Procedure 23(e)(1). Such motion shall also include and seek approval of the Notice Plan and Consumer Settlement Benefits Plan.

5.2. After entry by the Court of a Preliminary Approval Order, and no later than fourteen (14) days before the Final Approval Hearing, Settlement Class Representatives shall file a motion seeking final approval of the Settlement and entry of a Final Approval Order and Judgment, including a request that the preliminary certification of the Settlement Class for settlement purposes be made final.

6. Effective Date and Termination

6.1. The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:

6.1.1. The Parties execute this Agreement;

6.1.2. The Court enters a Preliminary Approval Order, which shall include approval of the Notice Plan and Consumer Settlement Benefits Plan to be proposed by Class Counsel;

6.1.3. Notice is provided to the Settlement Class in accordance with the Preliminary Approval Order and Notice Plan;

6.1.4. The Court enters a Final Approval Order and Judgment; and

6.1.5. The Final Approval Order and Judgment have become final because (i) the time for appeal, petition, rehearing, or other review has expired; (ii) if any appeal, petition, or request for rehearing or other review has been filed, the Final Approval Order and Judgment are affirmed without material change, or the appeal is dismissed or otherwise disposed of, and no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired.

6.2. Flagstar may, in its sole discretion, terminate this Agreement upon five (5) Business Days written notice to Class Counsel if:

(i) The Parties fail to obtain and maintain Preliminary Approval consistent with the material provisions of this Settlement Agreement, and after negotiating in good faith, the Parties are unable to modify the Settlement in a manner to obtain and maintain Preliminary Approval;

(ii) The Court fails to enter a Final Approval Order and Judgment under the provisions of this Settlement Agreement;

(iii) The settlement of the Settlement Class claims, or the Final Approval Order and Judgment, is not upheld on appeal;

(iv) The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement; or

(v) The conditions under paragraph 15.6 of this Settlement Agreement are met concerning the Opt-Outs threshold.

6.3. If this Agreement is terminated under Section 6.2 above, the following shall occur:

6.3.1. Within ten (10) Business Days of receiving notice of a termination event from Flagstar's Counsel, the Settlement Administrator shall pay to Flagstar an amount equal to the Settlement Fund, together with any interest or other income earned thereon, less (i) any Taxes paid or due with respect to such income and (ii) any reasonable and necessary Administrative Costs or Notice Costs already actually incurred and paid or payable from the Settlement Fund pursuant to the terms of this Agreement;

6.3.2. The Parties shall return to the status quo in the Action as if the Parties had not entered into this Agreement;

6.3.3. Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and shall not be used in or cited by any person or entity in support of claims or defenses or in support or in opposition to a future class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and

6.3.4. This Agreement shall become null and void, and the fact of this Settlement and that Flagstar did not oppose certification of a Settlement Class shall not be used or cited by any person or entity in support of claims or defenses or in support of or in opposition to a future class certification motion in connection with any further proceedings in the Action or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim.

7. Consumer Settlement Benefits Plan

7.1. In connection with a motion seeking a Preliminary Approval Order, Class Counsel shall present to the Court for approval the Consumer Settlement Benefits Plan, which shall describe in detail, among other things, (i) the benefits available to Settlement Class Members and (ii) the process and timing for submitting claims for such benefits.

7.2. The Settlement Administrator shall be responsible for implementing and executing the Consumer Settlement Benefits Plan.

7.3. As specified in Section 3.2, the costs associated with any benefits provided to Settlement Class Members under the Consumer Settlement Benefits Plan shall be paid from the Settlement Fund. For the avoidance of doubt, other than funding the Settlement Fund, Flagstar shall not under any circumstances be responsible for the costs associated with any benefits provided for under the Consumer Settlement Benefits Plan.

8. Duties of Settlement Administrator

8.1. The Parties agree that Class Counsel will retain, subject to Court approval, an independent Settlement Administrator and notice provider for the Settlement ("Settlement Administrator"). The Settlement Administrator shall perform the functions specified in this Agreement, any functions specified in the Notice Plan or Consumer Settlement Benefits Plan after Court approval, and any other functions approved by the Court. In addition to other responsibilities that are described elsewhere in this Agreement (and in the Notice Plan and Consumer Settlement Benefits Plan, once approved by the Court), the duties of the Settlement Administrator shall include:

8.1.1. Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members;

8.1.2. Establishing a reasonably practical procedure, using information obtained from Flagstar pursuant to Section 9.2, to verify that claimants are Settlement Class Members.

8.1.3. Establishing and maintaining a post office box for receiving requests for exclusion from the Settlement Class;

8.1.4. Establishing and maintaining a Settlement website;

8.1.5. Responding to Settlement Class Member inquiries via U.S. mail, email, and telephone;

8.1.6. Establishing a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class members who call with or otherwise communicate such inquiries;

8.1.7. Paying Taxes;

8.1.8. Receiving and processing all written requests for exclusion from the Settlement Class and providing copies thereof to the Parties' Counsel. If the Settlement Administrator receives any requests for exclusion or other requests after the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to the Parties' Counsel;

8.1.9. Within seven (7) days after the Opt-Out Deadline, providing a final report to the Parties' Counsel summarizing the number of written requests for exclusion and any other information requested by the Parties' Counsel;

8.1.10. After the Effective Date, processing and transmitting distributions to Settlement Class Members;

8.1.11. Prior to the Final Approval Hearing, preparing and executing an affidavit to submit to the Court that identifies each Settlement Class Member who timely and validly requested exclusion from the Settlement Class; and

8.1.12. Performing any other functions that the Parties jointly agree are necessary to accomplish administration of the Settlement.

8.2. As specified in Section 3.2, all Administrative Costs incurred by the Settlement Administrator or otherwise in connection with administering the Settlement shall be paid from the Settlement Fund.

8.3. Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan or Consumer Settlement Benefits Plan once approved by the Court.

8.4. The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement, or under the Notice Plan or Consumer Settlement Benefits Plan once approved by the Court.

9. Notice Plan

9.1. In connection with a motion seeking a Preliminary Approval Order, Class Counsel shall present the Notice Plan to the Court for approval, which shall describe in detail the process for implementing and executing a plan to notify Settlement Class Members of, among other things, (i) the Settlement, (ii) the availability and process for claiming benefits under the Consumer Settlement Benefits Plan, and (iii) the procedure for Settlement Class Members to object to the Settlement and request exclusion from the Settlement.

9.2. The Settlement Administrator shall be responsible for implementing and executing the Notice Plan. Within thirty (30) days after the Court's entry of a Preliminary Approval Order, Flagstar shall provide to the Settlement Administrator a Class List, which shall include Settlement Class Members' full names, last known postal address, and email addresses (to the extent available) as reflected in Flagstar's records.

9.2.1. The Parties agree that the Class List shall be provided to the Settlement Administrator solely for the purpose of effecting the terms of this Settlement Agreement, and that such information shall not be used, disseminated, or disclosed by or to any other person for any other purpose.

9.2.2. Flagstar's inclusion of an individual's information on the Class List is in no way an admission of liability by Flagstar with respect to that individual nor is it an admission that a litigation class could be certified under Federal Rule of Civil Procedure 23 in the Action.

9.2.3. Should the Settlement be terminated for any of the reasons identified in Section 6.2, the Settlement Class Representatives, the Settlement Administrator, and Class Counsel shall immediately destroy any and all copies of the Class List described in Section 9.2.

9.2.4. The provisions regarding the compilation and treatment of the Class List described in Section 9.2 and its subsections are material terms of this Settlement Agreement.

9.3. As specified in Section 3.2, all Notice Costs incurred by the Settlement Administrator or otherwise in connection with implementing and executing the Notice Plan shall be paid from the Settlement Fund.

10. CAFA Notice

10.1. Flagstar will serve or cause to be served the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, not later than ten (10) days after this Agreement is filed with the Court.

11. Covenants Not to Sue

11.1. The Class Representatives covenant and agree: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any Released Claim, or the facts and circumstances relating thereto, against any of the Released Parties; (ii) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action based on or relating to any Released Claim or the facts and circumstances relating thereto, against any of the Released Parties; and (iii) that the foregoing covenants and this Agreement shall be a complete defense to any Released Claim against any of the Released Parties.

12. Representations and Warranties

12.1. Each Party represents that:

(i) such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;

(ii) such Party is voluntarily entering into the Agreement as a result of arm's-length negotiations conducted by its counsel;

(iii) such Party is relying solely upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;

(iv) such Party has been represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein;

(v) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;

(vi) except as provided herein, such Party has not been influenced to any extent whatsoever in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any party to the Agreement;

(vii) each of the Parties assumes the risk of mistake as to facts or law;

(viii) this Agreement constitutes a valid, binding, and enforceable agreement; and

(ix) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

12.2. The Settlement Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties, and further covenant that they will not assign or otherwise transfer any interest in any of the Released Claims against any of the Released Parties.

12.3. The Settlement Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

13. Releases

13.1. As of the Effective Date, all Settlement Class Members and all Settlement Class Representatives, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and Successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, and unconditionally release and discharge any and all Released Claims against the Released Parties, and any of their current, former, and future Affiliates, Parents, Subsidiaries, representatives, officers, agents, directors, employees, contractors, vendors, insurers, Successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement or this Agreement.

13.2. The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

13.3. The Parties agree that the Released Parties will suffer irreparable harm if any Settlement Class Member takes action inconsistent with Section 13, and that in that event, the Released Parties may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

13.4. Promptly after the Effective Date, Class Counsel and the Settlement Class Representatives shall dismiss with prejudice all claims, actions, or proceedings that are released pursuant to this Agreement.

14. No Admission of Wrongdoing

14.1. This Agreement is made for the sole purpose of attempting to consummate settlement of the Action on a class-wide basis. The Agreement settles claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense.

14.2. This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to this Agreement:

14.2.1. Shall not be offered or received against any Defendant as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any Defendant with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of any Defendant;

14.2.2. Shall not be offered or received against any Defendant as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Defendant;

14.2.3. Shall not be offered or received against any Defendant as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against any Defendant, in any other civil, criminal, or administrative action, or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;

14.2.4. Shall not be construed against any Defendant as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial;

14.2.5. Shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defenses asserted by any Defendant have any merit, or that damages recoverable under the Action would not

have exceeded the Settlement Fund, provided, however, that if this Agreement is approved by the Court, Defendant may refer to it to enforce the release of claims granted to them hereunder; and

14.2.6. Shall not be used by the Settlement Class Representatives or Class Counsel to argue or present any argument that Defendant could not contest class certification and/or proceeding collectively on any grounds if the Action were to proceed or to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or in any other judicial proceeding in which any Defendant is a party.

14.3. The negotiation, terms, and entry of the Parties into this Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, any and all state statutes of a similar nature, and the mediation privilege.

14.4. Notwithstanding the foregoing, Defendant may use, offer, admit, or refer to this Agreement and to the Settlement reached herein where necessary to defend themselves in any other action, or in any judicial, administrative, regulatory, arbitrative, or other proceeding, and as necessary to comply with regulatory and/or disclosure obligations.

15. Opt-Outs

15.1. Any Settlement Class Member who wishes to exclude themselves from the Settlement Class must submit a written request for exclusion to the Settlement Administrator, postmarked no later than the Opt-Out Deadline.

15.2. The written request for exclusion must:

(i) Identify the case name of the Action;

(ii) Identify the name and address of the Settlement Class Member seeking exclusion;

(iii) Be personally signed by the Settlement Class Member seeking exclusion;

(iv) Include a statement clearly indicating the Settlement Class Member's intent to be excluded from the Settlement; and

(v) Request exclusion only for that one Settlement Class Member whose personal signature appears on the request.

15.3. Opt-out requests seeking exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator.

15.4. Any Settlement Class Member who submits a valid and timely request for exclusion in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement.

15.5. Any Settlement Class Member who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be part of the Settlement Class upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

15.6 Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to counsel for the Parties a complete list of all timely and valid requests for exclusion. If certain conditions occur as set forth in a separate agreement that Plaintiffs shall seek leave to file with the Court under seal, Flagstar may request in writing that, within 5 business days of such notice, the Parties meet and confer regarding a reasonable reduction to the Settlement Fund to address the costs associated with resolving disputes with the Opt-Outs. In the event the Parties are unable to reach an agreement within 10 days of Flagstar's written notice, Flagstar shall have the option to terminate this Settlement Agreement and any settlement terms or agreements then in effect subject to paragraphs 6.2 and 6.3 of this Agreement. Such option to terminate shall expire 7 days following the expiration of the 10-day negotiation period, at which point the option to terminate will be deemed waived.

15.7 Class Counsel agree that this Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class Members.

16. Objections

16.1. Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court on or before the Objection Deadline, as specified in the Preliminary Approval Order.

16.2. The written objection must include:

(i) The case name and number of the Action;

(ii) The name, address, telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;

(iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;

(iv) A statement of the specific grounds for the objection; and

(v) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

16.3. In addition to the foregoing requirements, if an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

16.4. Any Settlement Class Member who fails to object to the Settlement in the manner described in this Agreement and in the notice provided pursuant to the Notice Plan shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

16.5. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the Litigation, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond to any written discovery within fourteen (14) days and must appear for deposition within fourteen (14) days after a deposition is noticed. Failure by an objector to make themselves available for a deposition or comply with expedited discovery requests may result in the Court striking and/or overruling the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose

17. Service Awards

17.1. The Settlement Class Representatives and Class Counsel shall submit a request to the Court for payment of Service Awards, not to exceed two thousand five hundred United States Dollars ($2,500) per individual, to (i) the Settlement Class Representatives and (ii) Erin Tallman and Michael McCarthy, who were named Plaintiffs in the Action. Any request for Service Awards must be filed with the Court at least twenty-one (21) days before the Objection Deadline. If approved by the Court, such Service Awards shall be paid by the Settlement Administrator from the Settlement Fund within fourteen (14) days after the Effective Date.

17.2. Flagstar agrees not to oppose any request to the Court for Service Awards, provided such request does not seek more than two thousand five hundred United States Dollars ($2,500) per individual.

17.3. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Service Awards. If the Court declines to approve, in whole or in part, a request for Service Awards, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Service Awards, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

18. Attorneys' Fees and Expenses

18.1. Class Counsel shall submit a request to the Court for payment of Attorneys' Fees, expressed as a percentage of the value conferred by the Settlement on the Settlement Class, and for reimbursement of Expenses incurred in prosecuting and settling the Action. Any request for Attorneys' Fees and Expenses must be filed with the Court at least twenty-one (21) days before the Objection Deadline. If approved by the Court, such Attorneys' Fees and Expenses shall be paid by the Settlement Administrator from the Settlement Fund within fourteen (14) days of the Effective Date.

18.2. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Attorneys' Fees or Expenses. If the Court declines to 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. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Attorneys' Fees or Expenses, or the amount thereof, shall be grounds for cancellation or termination of this Agreement. Class Counsel, in their sole discretion, and based on their good faith judgment as to the relative contributions of any other law firm representing one or more plaintiffs in this Litigation, shall allocate and distribute the Attorneys' Fees and Expense Award among themselves and any other Plaintiffs' counsel.

19. Confidentiality

19.1. The Parties and the Parties' Counsel agree that the terms of this Settlement shall remain confidential and not be disclosed until the Agreement is publicly filed in connection with the Settlement Class Representatives' motion seeking a Preliminary Approval Order.

19.2. The Parties agree that no Party shall make any public statements about the Settlement, including by press release or website posting, prior to the Court providing preliminary approval of the Settlement.

20. Notices

20.1. All notices to Class Counsel provided for in this Agreement shall be sent by e-mail and First Class mail to the following:

Norman E. Siegel
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, MO 64112
siegel@stuevesiegel.com

John A. Yanchunis
MORGAN & MORGAN COMPLEX LITIGATION GROUP
201 N. Franklin Street, 7th Floor
Tampa, FL 33602
jyanchunis@ForThePeople.com

20.2. All notices to Flagstar or Flagstar's Counsel provided for in this Agreement shall be sent by e-mail and First Class mail to the following:

Marcella L. Lape
William E. Ridgeway
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
320 South Canal, 47th Floor
Chicago, IL 60606
Marcie.Lape@skadden.com
William.Ridgway@skadden.com

Sean P. McNally
Jason E. Manning
TROUTMAN PEPPER HAMILTON SANDERS LLP
4000 Town Center, Suite 1800
Southfield, MI 48075
Sean.McNally@troutman.com
Jason.Manning@troutman.com

20.3. All notices to the Settlement Administrator provided for in this Agreement shall be sent by email, to the email address listed on the Settlement Website, and First Class mail to the following:

Flagstar Settlement Administrator
c/o Eisner Advisory Group LLC
PO Box 4427
Baton Rouge, LA 70821

20.4. The notice recipients and addresses designated in this Section may be changed by written notice posted to the Settlement website.

21. Miscellaneous Provisions

21.1. Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement

21.2. Cooperation. The Parties: (i) acknowledge that it is their intent to consummate this Settlement Agreement and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement Agreement.

21.3. Contact with Settlement Class Members. The Parties agree that Class Counsel may communicate with Settlement Class Members regarding the Settlement, and Flagstar shall not interfere with such communication.

21.4. Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the exhibits hereto, are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

21.5. Recitals. The recitals set forth above in Section 1 shall be and hereby are terms of this Agreement as if set forth herein.

21.6. Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

21.7. Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties, or inducements have been made to any Party concerning this

Agreement other than the representations, warranties, and covenants expressly contained and memorialized herein.

21.8. Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

21.9. Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party and any canon of contract interpretation to the contrary shall not be applied.

21.10. Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by an express writing signed by the Parties who executed this Agreement, or their Successors.

21.11. Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

21.12. Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

21.13. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

21.14. Electronic Mail. Transmission of a signed Agreement by electronic mail shall constitute receipt of an original signed Agreement by mail.

21.15. Successors and Assigns. The Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, Successors, and assigns of the Parties hereto.

21.16. Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.

21.17. Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the Michigan, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

21.18. Interpretation. The following rules of interpretation shall apply to this Agreement:

(i) Definitions apply to the singular and plural forms of each term defined.

(ii) Definitions apply to the masculine, feminine, and neuter genders of each term defined.

(iii) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

21.19. No Precedential Value. The Parties agree and acknowledge that this Agreement carries no precedential value.

21.20. Fair and Reasonable. The Parties and the Parties' Counsel believe this Agreement is a fair and reasonable compromise of the disputed claims and in the best interest of the Parties. The Parties have arrived at this Agreement as a result of extensive arms-length negotiations.

21.21. Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement.

21.22. Confidentiality of Discovery Material. The Parties, the Parties' Counsel, and any retained or consulting experts, agree that they remain subject to the Court's Protective Order, Dkt. No. 89, as appropriate.

21.23. No Government Third-Party Rights or Beneficiaries. Except as expressly provided for herein, no government agency or official can claim any rights under this Agreement or Settlement, whether with respect to the alleged conduct that is the subject of the releases in Section 13 or the funds (or remainder of funds) paid or used in the Settlement.

21.24. No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Judgment is entered.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement Agreement) and the Settlement Class:

Name: Norman E. Siegel

Date: 10/01/2025

Name: John A. Yanchunis

Date: 10/1/2025

Defendant Flagstar Bank, N.A.:

Signed by:
William E. Ridgway
96A37A309BC7456...

Name: William E. Ridgway

Title: Partner

Date: 10/1/2025

EXHIBITS

1. Consumer Settlement Benefits Plan

Exhibit A-1

Consumer Settlement Benefits Plan

Philip Angus, et al. v. Flagstar Bank, N.A. f/k/a Flagstar Bank, FSB, Case No. 2:21-cv-10657 (E.D. Mich.)

Capitalized terms used herein as are defined in the Settlement Agreement, or as noted below.

1. **DEFINITIONS**

a. "**Approved Claims**" means complete and timely Claim submitted by Settlement Class Members that have been approved by the Settlement Administrator.

b. "**Claim**" means a request for benefits under this Settlement Agreement.

c. "**Claim Form**" means the form that a Settlement Class Member shall use to submit a Claim. The content of the Claim Form will be substantially in the form attached as **Exhibit C-6** to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and To Direct Notice of Proposed Settlement to the Class ("Motion for Preliminary Approval"), except as modified by the Court.

d. "**Claimant**" means a Settlement Class Member who submits a Claim.

e. "**Monetary Losses**" means unreimbursed monetary losses fairly traceable to the Data Breaches, as further described below.

2. **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. 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.

3. **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.

4. **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.

5. **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. Class Counsel may include within the Notices an estimate(s) of the likely Residual Cash Payment based upon various claims rate(s).

6. **Notice.** Within sixty (60) days following entry of the Preliminary Approval Order, the Settlement Administrator shall execute the Notice Plan, using the forms of Notice approved by the Court. Where physical addresses have been provided for Settlement Class members, Postcard Notices shall be sent, 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, substantially in the

form of Ex. C-3 to Plaintiffs' Motion for Preliminary Approval. Where email addresses have been provided for Settlement Class Members, Email Notice (Ex. C-4 to Plaintiff's Motion for Preliminary Approval) shall also be sent, in addition to the Postcard Notice. The Email Notice and Postcard Notice shall include, among other information: (a) a description of the material terms of the Settlement; (b) identification of the applicable settlement subclass(es) and applicable Released Parties for each Settlement Class Member; (c) how to submit a Claim Form; (d) the Claim Form Deadline; (e) the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; (f) the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees and Costs; (g) the Final Approval Hearing date; and (h) the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. The Settlement Administrator shall insert the correct dates and deadlines in the Notices before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes.

7. **Assessing Claims**. The Settlement Administrator will establish a reasonably practicable procedure to protect against fraudulent Claims. Defendant will provide to the Settlement Administrator reasonable information to facilitate this procedure. The Settlement Administrator shall agree to maintain the confidentiality of such information, to implement appropriate safeguards to prevent unauthorized access to such information, and to use such information strictly for the business purpose of administering the Settlement. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a Claim is supported by reasonable documentation and seeks reimbursement for actual losses that are fairly traceable to the Data Breach. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted Claim prior to making a determination as to its validity. In no event shall any Settlement Class Member be compensated for documented Monetary Losses that were spent or incurred prior to January 20, 2021, or after the Claims Deadline.

8. **Deficient Claims**. To the extent the Settlement Administrator determines a Claim seeking reimbursement pursuant to Paragraphs 2, 3, 4, or 5 above is deficient in whole or part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies within a reasonable time of making such a determination and give the Settlement Class Member twenty-one (21) days to cure

the deficiencies. Such notifications shall be sent via e-mail, unless the Claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail. If the Settlement Class Member attempts to cure the deficiencies but fails to do so, as determined by the sole discretion and authority of the Settlement Administrator, the Settlement Administrator shall notify the Settlement Class Member of that determination (that a failure to timely cure the relevant deficiency(ies) has occurred) within ten (10) days of the determination. All such determinations of disputed Claims by the Settlement Administrator are final (the "Final Determination"), subject to the dispute provisions below.

9. **Payment Timing**. Payments for Approved Claims shall be issued by the Settlement Administrator in the form of a check mailed and/or an electronic payment as soon as practicable after the Effective Date, and following completion of any deficiency process or Claims Appeals, as described above, but in no event prior to the Effective Date.

10. **Timing**. Settlement checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that participating Settlement Class Member reminding him/her of the deadline to cash such check.

11. **Returned Checks**. For any Settlement check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement check within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that participating Settlement Class Member to obtain updated address information. Any replacement Settlement checks issued to participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the participating Settlement Class Members within that time.

12. **Uncashed Checks**. To the extent that a Settlement check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissue a check or mail the participating Settlement Class Member a postcard (either to an updated address if

located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement checks issued to participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the participating Settlement Class Members within that time.

13. **Unclaimed Property**. To the extent 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 or as otherwise agreed to by the Parties, 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 pr s recipients.

14. **Deceased Class Members**. If the Settlement Administrator is notified that a participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the participating Settlement Class Member's estate upon receiving proof the participating Settlement Class Member is deceased and after consultation with Class Counsel.

15. **Submission of Electronic and Hard Copy Claims**. Participating Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline.

16. **Contingencies**. 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.

Exhibit B

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 PROPOSED CLASS COUNSEL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND TO DIRECT NOTICE OF PROPOSED SETTLEMENT TO THE CLASS

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

1. Norman E. Siegel is a partner at Stueve Siegel Hanson LLP. John A. Yanchunis is a partner at Morgan & Morgan Complex Litigation Group. We are Interim Co-Lead Counsel for Plaintiffs in the above-captioned matter and have invested significant time investigating and litigating the claims in this Action.

2. We submit this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.[1] This declaration explains the basis for the Settlement, including the significant relief it affords the Settlement Class. We have personal knowledge of the facts in this declaration and could testify to them if called on to do so.

I. INTRODUCTION

3. As detailed in our leadership applications in this case, we have led some of the country's most complex civil litigation; have been recognized by courts and national publications for our knowledge and experience in data breach cases; and are responsible for groundbreaking data breach settlements, including in *Equifax*, *Capital One, Home Depot*, *Anthem*, *Yahoo!*, *T-Mobile, Office of Personnel Management,* and *Target*. The Court has previously reviewed our qualifications in

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

connection with our leadership applications,[2] but a brief summary of our experience as it relates to this case may be helpful to the Court.

A. Norman E. Siegel

4. Since the revelation of the Target data breach in late 2013, Mr. Siegel has dedicated much of his practice to representing victims of data breaches. He co-founded the American Association for Justice's Consumer Privacy and Data Breach Litigation Group and previously served as the group's co-chair. He is a nationally published author on emerging issues impacting data breach cases, and he regularly speaks on data breach litigation issues and best practices in settling data breach cases. In recent years, *Law360* recognized Mr. Siegel as a "Cybersecurity and Privacy MVP of the Year" and a "Titan of the Plaintiff's Bar," and *Best Lawyers* named him "Lawyer of the Year" for his work in data breach litigation.

5. Over the past decade, Mr. Siegel has led or substantively participated in nearly every major consumer data breach case on record, including serving as court-appointed co-lead counsel in multi-district litigation involving mega-breach cases such as *Target* (110 million class members), *Home Depot* (56 million class members), *T-Mobile* (76 million class members), *Equifax* (149 million class members), *Capital One* (98 million class members) and *Quest Diagnostics* (11.5

[2] *See* Order Appointing Interim Lead Counsel, ECF No. 33; Order Granting Motions to Appoint Interim Lead Counsel in *In re Flagstar December 2021 Data Security Incident Litig.*, Case No. 22-cv-11385, ECF No. 45 (May 24, 2023).

million class members). In addition, Mr. Siegel has worked alongside leadership in several other large data breach MDLs, including serving as a member of the plaintiffs' steering committee leading the briefing committee in *Marriott* (383 million class members), in *Anthem* (80 million class members) and in *Office of Personnel Management* (21 million class members) where Stueve Siegel Hanson represented a significant percentage of the named plaintiffs and handled other critical components of the litigation, including drafting large portions of the successful standing appeal before the United States Court of Appeals for the D.C. Circuit.

6. In *Equifax*, *Capital One*, *T-Mobile*, and *Home Depot*, Mr. Siegel led the settlement negotiations, obtaining historic settlements, including the settlement in *Equifax* which Judge Thrash endorsed as being "the direct result of all counsel's experience, reputation, and ability in complex class actions including the evolving field of privacy and data breach class actions." *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2800-TWT, 2020 WL 256132, at *33 (N.D. Ga. Mar. 17, 2020). Mr. Siegel also negotiated the $190 million settlement in the *Capital One* litigation and has served as lead counsel and crafted settlements in smaller data breach cases, including *Hutton v. National Board of Examiners in Optometry, Inc.*, No. 16-cv-03025-JKB (D. Md.), where he resolved a data breach case impacting 60,000 eye doctors across the country, which the court found provided "multiple beneficial forms of relief [and] . . . reflects an outstanding result for the Class." *Id.*

at *6. This settlement occurred after the plaintiffs were successful on appeal to the Fourth Circuit in obtaining a reversal of the district court's order dismissing the case for lack of Article III standing.

B. John A. Yanchunis

7. Mr. Yanchunis's practice in the privacy arena stretches back decades, beginning in 1999 with the filing of *In re Doubleclick Inc. Privacy Litigation*, 154 F. Supp. 497 (S.D.N.Y. 2001), which alleged privacy violations based on the placement of cookies on hard drives of internet users. Beginning in 2003, he served as co-lead counsel in the successful prosecution and settlement of privacy class action cases involving the protection of privacy rights arising from the misuse of information of more than 200 million consumers under the Driver's Protection Privacy Act against the world's largest data and information brokers, including Experian, R.L. Polk, Acxiom, and Reed Elsevier (which owns Lexis/Nexis). *See Fresco v. Auto. Directions, Inc*., No. 03-cv-61063 and *Fresco v. R.L. Polk,* No. 07-cv-60695 (S.D. Fla.).

8. Mr. Yanchunis served, by appointment of Judge Lucy Koh, as lead counsel in perhaps the largest class action lawsuit in history: *In re: Yahoo! Customer Data Security Breach Litigation*, No. 16-md-02752-LHK (N.D. Cal.), which at inception included some over 1 billion Yahoo user accounts. He also serves, or has served, in leadership positions in the following data privacy related Multidistrict

cases: *In re: Capital One Consumer Data Security Breach Litigation,* No. 1:19-MD-2915-AJT (E.D. Va.) (Co-Lead Counsel, settlement for $190,000,000 approved for 98 million consumers); *In Re: Equifax, Inc. Customer Data Security Breach Litigation*, 1:17-md-2800-TWT (N.D. Ga.) (member of the Plaintiffs' Steering Committee) (final approval of $380.5 million fund); *In re: U.S. Office of Personnel Management Data Security Breach Litigation*, 1:15-mc-01394-ABJ (D.D.C.) ("OPM") (member of the Executive Committee) (dismissal on standing grounds recently reversed on appeal to the D.C. Circuit); *In re The Home Depot, Inc. Consumer Data Sec. Data Breach Litig*., No. 1:14-md-02583-TWT (N.D. Ga.) (co-Lead Counsel) (final judgment entered approving a settlement on behalf of a class of 40 million consumers with total value of $29,025,000); and *In re Target Corp. Customer Data Sec. Breach Litig*., MDL No. 2522 (D. Minn.) (Executive Committee member) (final judgment approving a settlement on behalf of a class of approximately 100 million consumers upheld by the 8th Circuit), amongst others. Mr. Yanchunis also litigated and successfully resolved the Facebook data breach case, including achieving certification of a litigated class, in *Adkins v. Facebook, Inc.*, 424 F. Supp. 3d 686 (N.D. Cal. 2019).

9. Mr. Yanchunis has also been appointed co-lead counsel in a data privacy case that was certified as a class over Google's opposition, *Brown. et al., v. Google, LLC,* No. 20-cv-03664 (N.D. Cal.). The case was settled weeks before the

commencement of trial, and final approval was granted in 2024. In another data privacy case against Google pending in the Northern District of California, San Francisco Division, *Rodriguez, et al, v. Google, LLC,* No. 20-cv-04688 (N.D. Cal.), he, along with his co-counsel, were appointed as co-lead counsel for a class certified over Google's opposition, took the matter to trail beginning in August 2025, and received a successful verdict of $425 million.

10. Throughout 2023, as a thought leader in the area of data privacy, Mr. Yanchunis lead a team of lawyers in his firm and obtained reversals of lower courts in the Eleventh Circuit and the Second Circuit Courts of Appeals in: *Bohnak v. Marsh & McLennan Companies,* No. 22-319 (2d Cir. 2023), *Ramirez v. The Paradies Shops, LLC,* No. 22-12853-HH (11th Cir. 2023), and *Sheffler v. Americold Realty Trust,* No. 22-11789-CC (11th Cir. 2023). On December 7, 2023, he presented argument before the Fourth Circuit in the successful appeal of a lower court decision in *Ford v. Sandhills Medical Ctr., Inc*., No.22-2268 (4th Cir. 2023), cert denied (2025), a class case arising out of a data breach at a health care facility.

11. Proposed Class Counsel's collective experiences on the forefront of litigating and resolving data breach cases were brought to bear on the approach to prosecuting and settling the claims presented in this case. Based on these experiences, it is our shared view that the Settlement presented here is an excellent

result for the Settlement Class. Thus, we are confident that this Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class.

12. Accordingly, we respectfully submit that proposed Class Counsel are well qualified and have diligently served the class and the Court in litigating this case and presenting this Settlement for initial approval and requesting issuance of notice and therefore request that we be appointed as Class Counsel pursuant to Fed. R. Civ. P. Rule 23(g) for purposes of implementing this Settlement.

II. PROCEDURAL BACKGROUND

13. Defendant Flagstar Bank, N.A., f/k/a/ Flagstar Bank, FSB, is a Michigan-based federally chartered stock savings bank, headquartered at 5151 Corporate Drive, Troy, Michigan. New York Community Bancorp. Inc. is a Delaware corporation that is headquartered at 102 Duffy Avenue in Hicksville, New York. On December 1, 2022, New York Community Bancorp, Inc. merged with Flagstar Bancorp, Inc.[3] On September 23, 2023, NYCB unveiled a "refreshed logo

[3] *Press Release: New York Community Bancorp, Inc. Completes Acquisition of Flagstar Bancorp, Inc.*, NEW YORK COMMUNITY BANCORP, INC., https://ir.mynycb.com/news-and-events/news-releases/press-release-details/2022/NEW-YORK-COMMUNITY-BANCORP-INC.-COMPLETES-ACQUISITION-OF-FLAGSTAR-BANCORP-INC/default.aspx (last visited May 9, 2024).

and brand identity signaling the unification" of the companies "under the Flagstar name."[4]

14. Plaintiffs are present or former customers or employees of Flagstar who entrusted Flagstar with their highly confidential and personally-identifiable information ("PII"),[5] which was then exfiltrated and compromised in either or both of the Data Breaches announced by Flagstar on March 5, 2021 (the "First Data Breach") and June 17, 2022 (the "Second Data Breach") (collectively, the "Data Breaches"), the facts of which are explained in detail in the Fifth Amended Consolidated Class Action Complaint ("5AC"). ECF No. 112. Below, we provide important context on the procedural background of this case.

A. The First Data Breach–Procedural Background

15. On March 25, 2021, Plaintiffs Philip Angus and Mark Wiedder filed the first of five related cases that were brought in the Eastern District of Michigan, and which were consolidated before the Honorable Arthur J. Tarnow. Plaintiffs filed their

[4] *About Flagstar*, WWW.FLAGSTAR.COM, *available at* https://www.flagstar.com/about-flagstar.html (last visited May 9, 2024).

[5] Personally identifiable information generally incorporates information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information. 2 C.F.R. § 200.79. At a minimum, it includes all information that on its face expressly identifies an individual. PII also is generally defined to include certain identifiers that do not on their face name an individual, but that are considered to be particularly sensitive and/or valuable if in the wrong hands (for example, Social Security number, passport number, driver's license number, financial account number).

Consolidated Class Action Complaint against Flagstar in June 2021, followed shortly thereafter by a Second Consolidated Class Action Complaint in August 2021. This First Data Breach was the subject of *Angus et al. v. Flagstar Bank, N.A.*, Case No. 2:21-cv-10657 (E.D. Mich.) ("*Flagstar I*"). On July 30, 2021, Judge Tarnow appointed John A. Yanchunis of Morgan & Morgan as Interim Lead Counsel and Jeffrey S. Goldenberg, Gary E. Mason, Charles E. Schaffer, M. Anderson Berry, Brian D. Flick, and Bryan Bleichner as members of an Executive Committee. (ECF No. 33).[6]

16. On September 21, 2021, the Court entered an Order staying the case pending the disposition of a proposed settlement in related cases pending against Accellion and Flagstar in the Northern District of California, which were consolidated before the Honorable Edward J. Davila and captioned *In re Accellion, Inc. Data Breach Litigation*, Case No. 21-cv-01155 (N.D. Cal.).

17. Many procedural machinations followed thereafter, however proposed Class Counsel believe it important to highlight a few key occurrences during this time. ***First***, prior to the appointment of interim class counsel in the *In re Accellion* matter, Flagstar purported to reach a $5.9 million settlement with different plaintiffs' counsel and moved for preliminary approval on September 3, 2021. After Judge

[6] On February 16, 2022, this case was reassigned from District Judge Arthur J. Tarnow to District Judge Matthew F. Leitman pursuant to Administrative Order 22-AO-007. *See* ECF Text-Only Order of 02/16/2022.

Davila appointed interim class counsel—a different set of lawyers than those that had attempted to settle the case—interim class counsel were tasked with evaluating the $5.9 million settlement to determine whether it was fair, reasonable, and adequate. Interim class counsel concluded that the settlement did not meet the Ninth Circuit's standard for pre-certification settlements, and recommended the court reject the settlement. Although Flagstar urged the court to approve the $5.9 million settlement (with support from plaintiffs' counsel that had sponsored the deal), Judge Davila rejected the request, returning the parties to mediation.

18. ***Second***, following that settlement's failure, a mediation with the Hon. Suzanne H. Segal (Ret.) was held on August 1, 2023. Attending that mediation were, among others, appointed interim class counsel in the *In re Accellion* matter—as well as John Yanchunis, who had previously been appointed Interim Lead Counsel by the *Flagstar I* Court. This mediation resulted in an impasse.

19. As a result of the failed settlement efforts in the Northern District of California, the *Flagstar I* case had been then stayed for nearly two years until August 2023, when the claims asserted against Flagstar were severed from *In re Accellion* and transferred back to the Eastern District of Michigan with the consent of the Parties. In August 2023, the stay in this Court was lifted and Plaintiffs were ordered to file a Third Consolidated Class Action Complaint, which they did in September

2023. In connection therewith, counsel retained an expert to search for evidence that information exfiltrated during the Data Breaches was available on the dark web.

20. On October 30, 2023, Flagstar moved to dismiss Plaintiffs' claims, arguing that Plaintiffs lacked Article III standing and that their claims failed on the merits.

21. On April 19, 2024, after a hearing on the motion, the Court denied Flagstar's motion to dismiss Plaintiffs' claims for damages based on a lack of Article III standing and further allowed Plaintiffs to pursue injunctive relief to remedy Flagstar's failure to encrypt Plaintiffs' PII and delete Plaintiffs' PII after Flagstar no longer had a legal obligation or need to maintain it.[7] The Court denied the remainder of Flagstar's motion without prejudice and ordered Plaintiffs to file a Fourth Amended Consolidated Class Action Complaint by May 13, 2024, with a 60-day choice of law discovery period to follow.[8] On May 13, 2024, Plaintiffs Angus, Wiedder, Garcia, Burdick, Harter, Meis, Kelley, Martin, Dore, A. Kelly, K. Kelly, Moniz, and Ringling filed their Fourth Consolidated Class Action Complaint, (ECF No. 88). The Parties then engaged in a 60-day period of choice of law discovery, and Flagstar renewed its motion to dismiss.

[7] ECF No. 86 at 2.
[8] *Id.*

22. Following a February 12, 2025 in-person hearing, on March 27, 2025, this Court ruled on the motion, denying Flagstar's motion to dismiss Plaintiffs' breach of implied contract claim, invasion of privacy claim based on a public disclosure of private facts theory, breach of confidence claim and California Plaintiffs' UCL, CCPA, and CCRA claims. ECF No. 103.

B. The Second Data Breach–Factual Background

23. Between December 3 and December 4, 2021, cyber criminals infiltrated Flagstar's corporate network and accessed highly sensitive customer information stored on its servers, including full names and Social Security numbers for approximately 1.5 million customers (the "Second Data Breach").

24. Specifically, cyber attackers began infiltrating Flagstar's network as early as November 22, 2021. *See In re Flagstar December 2021 Data Security Incident Litigation*, Case No. 2:22-cv-11385, ECF No. 87 at 4 (E.D. Mich.) ("*Flagstar II*"). The attackers exfiltrated significant amounts of PII from Flagstar's network over the two-day period in December. *Id.* The cyber attackers demanded ransom for return of the stolen data. After engaging in ransom negotiations through a hired external cybersecurity professional, Flagstar agreed to pay the ransom. In exchange for the ransom payment, Flagstar requested, among other things, "the complete deletion of all data acquired from Flagstar's network." *Id.* at 5. Flagstar completed payment on December 31, 2021. *Id.*

25. However, Flagstar did not publicly acknowledge the Second Data Breach until June 17, 2022, when it posted a press release on its website.[9]

C. The Second Data Breach–Procedural Background

26. Named plaintiffs began filing individual suits against Flagstar related to the Second Data Breach in June 2022, soon after Flagstar publicly announced the breach. This Second Data Breach was the subject of *In re Flagstar December 2021 Data Security Incident Litigation*, Case No. 2:22-cv-11385 (E.D. Mich.) ("*Flagstar II*").

27. On May 24, 2023, the *Flagstar II* Court appointed John Yanchunis and Norman Siegel as Interim Co-Lead Counsel, as well as a Plaintiffs' Executive Committee made up of E. Powell Miller, Rachel K. Tack, Danielle L. Perry, Michael Reese, and Jamisen A. Etzel; and David H. Fink as Interim Liaison Counsel. *See Flagstar II*, ECF No. 45, PageID.518–520.

28. Several cases were consolidated and on June 23, 2023, Plaintiffs John Scott Smith, Christopher P. Kennedy, Erin Tallman, Mark Wiedder, Michael McCarthy, Rafael Hernandez, William Worton, Hassan Nasrallah, Nathan Silva, Laurie Ewing Scanlon, Everett Turner, and Allie McLaughlin filed an Amended

[9] *Customer Data Information Center*, WWW.FLAGSTAR.COM, https://www.flagstar.com/customer-support/customer-data-information-center.html (last visited June 15, 2023).

Consolidated Class Action Complaint asserting eighteen causes of action against Flagstar relating to the Second Data Breach.

29. On July 24, 2023, Flagstar moved to dismiss the *Flagstar II* Plaintiffs' claims, raising a "factual attack" to Article III standing and arguing Plaintiffs failed to state a claim. After a period of targeted discovery regarding Flagstar's factual attack—including document production, interrogatories, and depositions—the Parties briefed the motion and the Court held a hearing on September 23, 2024. On September 30, 2024, the Court held that Plaintiffs had Article III standing, crediting evidence demonstrating "the risk that the cyber attackers intend to use Plaintiffs' PII in the future." *Flagstar II*, ECF No. 87, PageID.1932. The Court also denied Flagstar's motion with respect to Plaintiffs' claim under California's Consumer Privacy Act, Cal. Civ. Code § 1798.150. In ruling on the CCPA claim, the Court rejected Flagstar's arguments that Plaintiffs failed to state a claim or follow the CCPA's pre-suit notice requirement, explaining "courts have found allegations that are very similar to what Plaintiffs allege here as sufficient[.]" *Id.* at PageID.1941–1943. The Court, however, dismissed all of Plaintiffs' non-CCPA claims. *Id.* at PageID.1947–1948.

III. GLOBAL SETTLEMENT NEGOTIATIONS

30. On March 4, 2025, the Parties jointly sought stays in both *Flagstar I* and *Flagstar II*, which were granted shortly thereafter, to pursue possible resolution. *See* ECF Nos. 104, 105; *Flagstar II*, ECF Nos. 98, 99.

31. The Parties engaged in arm's-length settlement negotiations beginning in April 2025, before former United States District Court Judge Gerald E. Rosen. In addition to direct communications between counsel, the Parties engaged in two, all-day, in-person mediation sessions on July 18, 2025, and August 8, 2025. At the conclusion of the session on August 8, 2025, the Parties accepted a mediator's proposal and executed a binding term sheet.

32. The Parties exchanged both formal and informal discovery leading into the negotiations that allowed proposed Class Counsel to fairly evaluate the strengths and weaknesses of the case, including information relating to (i) when and how the Data Breaches occurred and (ii) the number of individuals impacted by each of the Data Breaches. In addition to each side's legal and factual argument, a consideration in the negotiations was Flagstar's current financial position.

33. Specifically, in connection with the mediation, Flagstar provided proposed Class Counsel with financial information demonstrating that:

a. It has experienced six consecutive quarters of negative net income dating back to 2023, including: in 2023, a net loss of $79 million; in

2024, net losses of $1.1 billion; in the first quarter of 2025 a net loss of $100 million; and in the second quarter of 2025 a net loss of $70 million.

b. In 2024, total deposits decreased by $5.7 billion or 7%, and Flagstar disclosed in its 2024 10-K Annual Report, "[L]arge-scale withdrawals of brokered or institutional deposits could require and has required us to pay significantly higher interest rates on our retail deposits or on other wholesale funding sources, which has an adverse impact on our net interest income and net income."

c. The first quarter of 2025 saw a $2.0 billion decrease in deposits and the second quarter saw a further decrease of $4.2 billion.

d. At the end of 2024, Flagstar traded at approximately 0.55x of tangible book value, compared to 1.84x for Category IV banks and 1.66x for banks with assets between $50 - $100 billion. In July 2025, Flagstar traded at $12.05 per share—less than half of what it would be if its share price was the same tangible book value as its peer group.

e. From January to March 2024, Moody's downgraded Flagstar's long-term issuer rating six levels from Baa3 (investment grade) to B3 (junk bond status). Although Moody's most recently gave Flagstar a rating of B1, Moody's still describes this rating as "non investment grade" and

"considered speculative and are subject to high credit risk." Fitch Ratings most recently assigned Flagstar a credit rating of BB. Fitch Ratings on its "Ratings Scales" page describes a rating of "BB" as "[s]peculative" and indicating "an elevated vulnerability to default risk, particularly in the event of adverse changes in business or economic conditions over time[.]"

f. In addition, in 2024, Flagstar sold off its mortgage servicing right assets and mortgage warehouse and mortgage servicing and third-party origination businesses. As a result of that decision, Flagstar had to lay off a number of its full-time employees. It has also closed many retail branches of the bank, as a cost-saving measure.

34. Flagstar's financial condition, as outlined above, was an additional factor in proposed Class Counsel's analysis in concluding that the settlement was fair, reasonable, and adequate, and in the best interests of the Class to resolve the case at this time.

A. The Settlement Class

35. The Agreement defines the "Settlement Class" as "[a]ll 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. Ex. A ¶ 2.34. Excluded from the Settlement Class are: (1) Flagstar,

any entity in which Flagstar has a controlling interest, and Flagstar's officers, directors, legal representatives, Successors, Subsidiaries, and assigns; (2) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; and (3) any individual who timely and validly opts out of the Settlement Class. *Id*.

B. The Settlement Benefits Conferred on the Settlement Class

36. Under the proposed Settlement, Flagstar will pay 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") (Ex. A-1) as approved by the Court. Ex. A ¶ 3.2.

37. The specific benefits available to Settlement Class Members are detailed in the Consumer Settlement Benefits Plan (Ex. A-1), 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. Ex. A-1, CSBP ¶ 2.

- **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.* ¶ 3.

- **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.* ¶ 4.

- **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.* ¶ 5.

38. Settlement Class Members seeking any of these benefits must 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.* ¶ 15. Settlement Class Members with Monetary Losses must submit documentation supporting their Claims. *Id.* ¶ 2.

39. 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. *Id.* ¶ 16.

40. To the extent 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, 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.* ¶ 13.

C. The Notice and Claims Process

41. Proposed Class Counsel have retained, and request that the Court appoint, Eisner Advisory Group LLC ("EAG") as Settlement Administrator to provide notice to Settlement Class Members, process claims, and otherwise administer the Settlement.

42. The Notice Plan designed by EAG satisfies the "best notice practicable" standard pursuant to Rule 23 of the Federal Rules of Civil Procedure.

43. Contact information is available for virtually all Settlement Class Members on the Class List.

44. EAG has formulated a robust Notice Plan that encompasses direct summary postcard notice to the 2,187,170 Settlement Class Members via U.S. mail. *See* Ex. A § 9; Ex. A-1 ¶ 6; Ex. C ¶ 10. Specifically, where physical addresses have been provided for Settlement Class Members, Postcard Notices shall be sent, 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. Ex. A-1 ¶ 6. Where email addresses have been provided for Settlement Class Members, Email Notice shall also be sent, in addition to the Postcard Notice. *Id*

45. Moreover, the Long Form Notice will be posted 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. Ex. C ¶ 16. The individual notice "will provide the best notice that is practicable . . . follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process . . . ." *Id*. ¶ 21. In proposed Class Counsel's experience, and according to EAG, the reach of the

Notice Plan meets that of other court-approved notice programs, and has been designed to meet due process requirements, including the "desire to actually inform" requirement. *Id.* The Notice Plan is thus the best notice practicable under the circumstances of this case. *Id*.

46. The claims process similarly draws upon the most up-to-date techniques to facilitate participation, including the ability to submit claims electronically on the Settlement Website or by mail.

D. Opt-Outs and Objections

47. The Settlement provides standard provisions allowing individuals to opt-out of the Settlement or object to the Settlement within forty-five (45) days of the Notice Date. The opt-out provisions require individuals to provide basic information, and opt-outs can be submitted by U.S. Mail. Similarly, the provisions related to objections allow any Settlement Class Member to object to any component of the Settlement. Ex. A ¶¶ 2.23–2.24.

E. Service Awards, Attorneys' Fees, and Expenses

48. Proposed Class Counsel will separately move the Court for an order awarding attorneys' fees of up to one-third of the Settlement Fund, or $10,500,000, and reimbursement of Expenses incurred in prosecuting and settling the Action not to exceed $500,000 to be paid exclusively from the Settlement Fund. *See* Ex. A § 18. Class Counsel will also request Service Awards of $2,500 for Settlement Class

Representatives, and two former named Plaintiffs in the consolidated Action, to be paid exclusively from the Settlement Fund. *Id*. § 17. Flagstar agrees not to oppose any request to the Court for Service Awards. *Id*. Both the application for Attorneys' Fees and Expenses, and the application for service awards will be filed at least twenty-one (21) days before the Objection Deadline. *Id.* ¶¶ 17.1, 18.1.

49. During the negotiations, attorneys' fees were not discussed in any manner until the Parties had reached agreement on the material terms of the settlement, including the payment of the Settlement Fund. There is no "clear sailing" clause in the Agreement.

F. Releases

50. In exchange for the benefits provided under the Settlement, the Settlement Class will release Flagstar from claims that relate to or arise from the Data Breaches or the facts alleged in the Action. The releases are detailed in the Settlement Agreement. Ex. A. ¶¶ 2.29, 2.30, 13.1. Proposed Class Counsel believes the releases are appropriately tethered to the claims that were presented in the Action and therefore appropriate consideration in exchange for the substantial class relief provided by the Settlement.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

51. 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. 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 of up to $100, and Residual Cash Payments of up to $599 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.

52. 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.

53. 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.

54. 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.

55. Likewise, 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.

56. Moreover, the $31,500,000 Settlement Fund obtained on behalf of a Settlement Class of 2,187,170 individuals, amounts to $14.40 per person, a more than adequate outcome for a data breach settlement of this size. For example, below are orders within the Sixth Circuit granting preliminary or final approval of common fund settlements in data breach cases arising from cyberattacks, none of which achieves the **$14.40** per Settlement Class Member achieved in this action:

- $10.03 per class member: *In re CorrectCare Data Breach Litig.*, No. CV 5:22-319-DCR, 2024 WL 1854711 (E.D. Ky. Apr. 29, 2024) ($6,490,000 fund for 646,701 class members).
- $6.18 per class member: *Thomsen v. Morley Companies, Inc.*, 639 F. Supp. 3d 758 (E.D. Mich. 2022) (granting preliminary approval) ($4,300,000 fund for 694,679 class members).[10]
- $4.32 per class member: *In re Wright & Fillipis, LLC Data Security Incident Litig.*, No. 2:22-cv-12908-SFC, 2024 WL 3083436 (E.D. Mich. June 20, 2024) (granting final approval) ($2.9 million fund for approximately 670,763 individuals).[11]
- $2.88 per class member: *In re Sonic Corp. Customer Data Sec. Breach Litig.*, No. 1:17-MD-2807, 2019 WL 3773737 (N.D. Ohio Aug. 12, 2019) (granting final approval).[12]

57. Likewise, for a data breach case of this size, with more than a million individuals at issue, the per person average for settlements across the country is often far lower than the $14.40 obtained here, even when controlling for the presence of

[10] The class size is stated in the order; the fund amount, which is not, was stated in the motion for final approval. *See* 1:22-cv-10271-TLL-PTM (ECF No. 31, PageID.2110).
[11] The class size and fund amount are stated in the motion for final approval. *See* 2:22-cv-12908-SFC-EAS (ECF No. 47, PageID.2710).
[12] This action involved credit cards, not Social Security numbers.

Social Security Numbers (SSNs) in the compromised data set, as seen in the chart below:

Case Name	Class Size	PII at Issue	Settlement Amount	Per Person
Cochran v. Kroger and Accellion, 5:21-cv-1887 (N.D. Cal.)	3,800,000	Names, dates of birth, Social Security numbers, health insurance information,	$5,000,000	$1.31
Hightower v. Receivables Performance Mgmt. LLC, No. 2:22- cv-01683 (W.D. Wash.)	3,700,000	Names, Social Security numbers	$5,600,000 + credit monitoring	$1.51
In re: Arthur J. Gallagher Data Breach Litig., No. 1:22-cv-00137 (N.D. Ill.)	3,492,654	PII including SSNs and PHI	$21,000,000	$6.01
Heath v. Keenan & Associates, No. 24STCV03018 (Cal. Super. LA)	1,780,595	PII & PHI including SSNs	$14,000,000	$7.86
In re MCG Health Data Security Issue Litigation, No. 2:22-cv-849 (D. Wash.)	1,100,000	PII including SSNs and PHI	$8,800,000	$8.00

58. 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.

59. 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. 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.

60. Settlement Class Representatives' and Class Members' claims arise from the impact to their PII as a result of the Data Breaches. Settlement Class Representatives actively participated in the case by assisting with the initial and amended complaints and approving this Settlement.

61. 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 and likely to achieve final approval, and therefore notice should issue to the class.

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

DATED this Wednesday, October 1, 2025 in the United States of America.

Norman E. Siegel

John A. Yanchunis

EXHIBIT C

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,

Defendants.

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

DECLARATION OF BRANDON SCHWARTZ REGARDING PROPOSED NOTICE PLAN AND SETTLEMENT ADMINISTRATION

I, Brandon Schwartz, declare as follows:

1. I serve as the Director of Notice at Eisner Advisory Group LLC ("EAG" or "EisnerAmper"), a comprehensive legal administration firm specializing in the development, implementation, and impartial management of intricate legal notification programs. EAG was asked by Counsel to devise and execute the proposed Notice Plan, as well as administer the claims process in the above-referenced matter (the "Action").[1] The statements presented herein are based on my personal knowledge, as well as information provided by other skilled EAG professionals operating under my supervision, along with my examination of information and documents furnished by Counsel.

2. EAG routinely undertakes the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. The accomplished members of the EAG team possess extensive experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs. For more detailed information about EAG, visit our website at www.eisneramper.com.

[1] All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

EXPERIENCE

3. Drawing upon over 15 years of expertise in class actions, advertising, media, and marketing, I have cultivated comprehensive noticing solutions encompassing all facets of class certification and settlement. My proficiency extends to a deep understanding of email and postal distribution methodologies, reach and frequency analysis, strategic media generation, meticulous demographic research, media plan design, effective media development and procurement, commercial and video production creation, and the adept application of best practices for effective social media outreach.

4. I have designed and implemented notice campaigns for more than 100 high-profile cases in addition to the hundreds of cases I have managed. Some of my notice plans include: *Miracle-Pond, et al. v. Shutterfly, Inc*, No. 2019-CH-07050 (Cir. Ct. Cook Cnty.); *Baldwin, et al. v. National Western Life Insurance Company,* No. 2:21-cv-04066 (W.D. Mo.); *In re: Novant Health, Inc,* No. 1:22-cv00697 (M.D.N.C.)*; Rivera, et al. v Google LLC*, 2019-CH-00990 (Cir. Ct. Cook Cnty.); *In Re: Sonic Corp. Customer Data Breach Litigation,* 1:17-md-02807-JSG (N.D. Ohio); *Riley v. Centerstone of America,* No. 3:22-cv-00662 (M.D. Tenn.); and *Tucker v. Marietta Area Health Care Inc.,* No. 2:22-cv-00184 (S.D. Ohio). A description of my experience is attached as **Ex. C-1**.

5. As outlined in the following section, the courts have consistently

acknowledged both the credibility of EAG (curriculum vitae attached hereto as **Ex. C-2**) and the effectiveness of my class action notice plans. Illustrative court opinions affirming the sufficiency of EAG's notice plans include:

a. On April 21, 2025, in *Brim v. Prestige Care Inc Data Breach*, 3:24-cv-05133-BHS (W.D. WA), Judge Benjamin H. Settle ruled:

> The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the nature of the Action, (ii) the definition of the class certified, (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who timely requests exclusion; (vi) the time and manner for requesting exclusion; the binding effect of a class judgment on members under Rule 23(c)(3); (vii) Class Counsel's motion for a Fee Award and Expenses, (viii) Class Representatives' motion for Service Awards, (ix) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Expenses, and/or Class Representatives' motion for Service Awards; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) was carried out as ordered by this Court's Preliminary Approval Order and satisfied the requirements of Rule 23 and the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

b. On August 27th, 2024, in the Final Approval Order in *In re: Cleveland Brothers Data Incident Litigation*, No. 1:23-cv-00501-JPW (M.D. Pa), Judge Jennifer P. Wilson ruled:

> Notice to the Settlement Class required by Fed. R. Civ. P. Rule 23(e) has been provided in accordance with the Settlement Agreement and the Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies Fed. R. Civ. P. Rule 23(e) and due process.

c. On June 17th, 2024, in the Memorandum Opinion, Order, and Judgement in *In re: Novant Health, Inc*., No. 1:22-cv-679 (M.D.N.C.), Chief Judge Catherine C. Eagles ruled:

> Approximately 11.7% of the settlement class submitted claims. Doc. 63-1 at, ¶ 17. By providing digital options, the Settlement Administrator was able to reduce mailing costs and retain more money to pay class members… The Settlement Administrator sent email notice to each class member for whom it had a valid email address. Doc. 63-1 at ¶ 6- 7. Given the nature of the claims and the fact that all class members had participated in online access to medical records, use of email notice was particularly likely to be effective. In the few cases where the class member did not have an email address on file or if the email bounced back, the Settlement Administrator sent postcard notice via first class mail…. The notice was reasonable and satisfies the requirements of due process.

d. On December 12, 2022, in the Order in *LaPrairie v. Presidio, Inc.*, *et al*., No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. ruled:

> The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

e. On September 28, 2022, in the Order in *Rivera, et al. v. Google LLC,* 2019-CH-00990 (Ill. Cir. Ct. Cook Cnty.), Judge Anna M. Loftus ruled:

> Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.
>
> The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice

> practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

OVERVIEW

6. Based on our review of the Settlement Agreement, the Settlement Class is defined as follows:

> 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. 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. Excluded from the Settlement Class are (i) Flagstar, any entity in which Flagstar has a controlling interest, and of 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.

8. The objective of this Notice Plan is to ensure the delivery of the most feasible and effective notice to the Settlement Class, in compliance with the provisions set forth in MCR 3.501 and Fed. R. Civ. P. 23. Consequently, it is my opinion that the ensuing Notice Plan satisfies due process standards and adheres to the recommendations in the *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*.

PROPOSED NOTICE PLAN

9. In order to obtain the pertinent contact details of Settlement Class Members, upon the preliminary approval, Flagstar will furnish EAG with a list of all records comprising, to the extent available, the names, physical addresses, and email address associated with each Settlement Class Member (the "Class List").

10. Described below, the proposed Notice Plan provides that individual notice be sent to all Settlement Class Members identified in the Class List via a Postcard Notice (**Ex. C-3**). Where both a mailing address and an email address exist for a Settlement Class Member, they will receive a Postcard Notice and an Email Notice (**Ex. C-4**).

Direct Mail Notice (Ex. C-3)

11. The summary Notice will be mailed as a double postcard that includes a tear-off Claim Form with pre-paid postage ("Postcard Notice") and will be sent by United States Postal Service ("USPS") First Class Mail to all Settlement Class

Members identified in the Class List. Prior to mailing, all mailing addresses will be checked against the National Change of Address ("NCOA")[2] database maintained by USPS to ensure the accuracy and currency of Settlement Class Member address information for proper formatting and mail delivery. Additionally, the addresses will be validated through the Coding Accuracy Support System to uphold zip code precision, while Delivery Point Validation will be employed to verify mailing address accuracy. In the event that NCOA provides a more current mailing address for a Settlement Class Member, EAG will update the address accordingly. In instances where a summary notice is returned with forwarding address information, EAG will re-send to the newly provided mailing address.

12. For Settlement Class Members for whom Flagstar is not able to ascertain a mailing address from its records with reasonable effort, EAG will use reasonable efforts to identify a mailing address and mail a copy of the Postcard Notice to such address.

13. For any Postcard Notices that are returned as undeliverable, EAG will utilize standard skip-tracing techniques to obtain forwarding address information. If skip-tracing yields an alternative forwarding mailing address, EAG will re-mail

[2] The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address ("COA") records consisting of names and addresses of individuals, families, and businesses who have filed a COA with the USPS. The address information is maintained on the database for 48 months.

the notice to the address identified through the skip-tracing process.

Direct Email Notice (Ex. C-4)

14. The summary notice will be formatted for email distribution ("Email Notice") to all Settlement Class Members for whom a facially valid email address is available in the Class List. The Email Notice will be created using embedded html text format presenting a user-friendly and easily readable layout that avoids the inclusion of tables, graphs or other elements that may increase the likelihood of the email landing in SPAM folders and/or being blocked by Internet Service Providers ("ISP" or "ISPs"). Additionally, EAG is committed to adhering to email industry best practices, incorporating essential elements such as "unsubscribe" links and Administrator contact information, and maintaining multiple IP addresses with strong sender reputations[3].

15. To safeguard the integrity and optimize the deliverability of the Email Notice, all emails will undergo a hygiene and verification process. This process entails deduplication, syntax validation, detection and correction of misspelled

[3] ISPs assign scores, or sender reputation, to domains and IP addresses which tell email inbox providers if the email should be delivered to the recipient's inbox or directed to the spam folder. The sender reputation is determined by multiple factors such as: the timing and number of emails sent from the IP/domain; number of recipients that have marked incoming mail from the sender as spam; number of emails that are delivered directly to spam boxes; number of emails that bounce back; number of recipients that interact with the email (e.g., open, reply, forward or delete); quality of the content within the email (e.g. typos); the number of users that unsubscribe; and many other factors.

domains, domain validation, and risk validation. EAG will monitor and report all email delivery attempts. For instances where an email is returned as undeliverable, commonly known as a "bounce," the specific reason for the bounce will be documented. If an email address is determined to be non-existent when attempted to send, this would be categorized as a "hard bounce," and no further delivery attempts would be made to that address. Instances where the inbox is full, there is initial blocking or deferral by the ISP, or any other factors impeding delivery are categorized as "soft bounces." To limit the number of undelivered emails as a result of soft bounces, EAG will make additional email attempts to addresses experiencing a soft bounce. If an email remains undeliverable after subsequent attempts, it will be deemed undeliverable, and no additional delivery attempts would be pursued for that particular email address.

Settlement Website

16. EAG will create and maintain a website dedicated to this Settlement. The website address will be prominently included in the Postcard Notice (Ex. C-3), Email Notice (Ex. C-4), and Long Form Notice (Ex. C-5) (collectively, the "Notices"). The Notices, along with the Motion for Preliminary Approval, the Preliminary Approval Order, the Settlement Agreement, the Complaint filed in this Action, the Claim Form (Ex. C-6), and any filings Flagstar makes in connection with the Settlement or other materials the Parties agree to include, will be posted on

the Settlement Website for Settlement Class Members to review and download. Additional documents, including the Motion for Final Approval, Class Counsel's application for Attorneys' Fees and Expenses, and the request for Service Awards, will be added to the Settlement Website once they are filed.

17. The Settlement Website will also allow Settlement Class Members to file a Claim Form electronically, and include relevant dates, other case-related information, instructions for how to be excluded from the Settlement Class or object to the Settlement, and contact information for the Settlement Administrator.

Dedicated Toll-Free Hotline

18. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response ("IVR") system where Settlement Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Settlement Class Members will also have the option to leave a voicemail and receive a call back from the Settlement Administrator. Settlement Class Members may request copies of the Notices and paper Claim Form, as well as the Settlement Agreement, upon request through the toll-free hotline.

REQUESTS FOR EXCLUSION

19. Settlement Class Members that want to exclude themselves from the Settlement Class may submit a request for exclusion by mail to a dedicated Post

Office Box or by email to a dedicated email address that EAG will maintain. EAG will monitor all mail delivered to that Post Office Box and email delivered to that email address. EAG will track all exclusion requests received, which will be provided to the Parties.

CONCLUSION

20. The proposed Notice Plan encompasses individualized direct notice to all members of the Settlement Class who can be identified through reasonable efforts.

21. It is my opinion based on my expertise and experience, as well as that of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres to MCR 3.501 and Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its "desire to actually inform" requirement.[4]

22. The claims process similarly draws upon the most up-to-date techniques to facilitate participation, including the ability to submit claims electronically on the Settlement Website or by mail.

[4] *Mullane v. Cent. Hanover Bank & Trust Co*., 339 U.S. 306, 315 (1950)

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 1st day of October, 2025 in Portland, Oregon.

Brandon Schwartz

Exhibit C-1

EISNERAMPER

Brandon Schwartz

Brandon Schwartz is the Director of Notice for Eisner Advisory Group LLC ("EAG"), where he leads the strategy and execution of innovative legal notice programs for complex class actions and claims administration. With over 15 years of industry experience, he brings deep expertise in crafting effective, compliant, and results-driven notice solutions tailored to the unique demands of each case.

Brandon is widely recognized for his command of modern notice tactics, including cutting-edge digital and social media campaigns, email and direct mail distribution, demographic targeting, and reach and frequency analysis. His deep understanding of Fed R. Civ 23 ensures that notice plans meet the highest standards of compliance while maximizing reach and effectiveness.

A published author on topics related to legal notice, Brandon has led the design and delivery of notice campaigns in hundreds of matters spanning antitrust, consumer, privacy, securities litigation, and more. Prior to joining EAG, Brandon was the Director of Notice and Media for a large claims administrator where he oversaw high-profile national campaigns and built a reputation for precision, creativity, and reliability in legal notice.

EDUCATION & CREDENTIALS

Bachelor of Science, Marketing, University of Illinois at Chicago
Bachelor of Science, Management, University of Illinois at Chicago
Legal Notice Expert

ARTICLES

Case Study: Effective Notice Leads to High Claims Rate
Legal Notice and Social Media: How to Win the Internet
Rule 23 Changes: Avoid Delays in Class Settlement Approval
Rule 23 Changes: How Electronic Notice Can Save Money
Tackling Digital Class Notice with Rule 23 Changes
What to Expect: California's Northern District Procedural Guidance Changes

SPEAKING ENGAGEMENTS

Class Action Law Forum: The Increase of Fraud in Class Actions and Mass Torts, Plus Ethics of Third-Party Filers, San Diego, March 13, 2024
Class Action Law Forum: Notice and Administration: Fraud and Third-Party Filers, San Diego, CA, March 18, 2023
Class Action Law Forum: Settlement and Notice & Claims Trends, San Diego, CA, March 18, 2022
Class Action Law Forum: Consumer Class Actions, San Diego, CA, March 5, 2020
Class Action Mastery: Best Practices in Claims Settlement Administration, HB Litigation Conference, San Diego, CA, January 17, 2019
Class Action Mastery: Communication with the Class, HB Litigation Conference, New York, NY, May 10, 2018

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC are independently owned firms that practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed CPA firm that provides attest services, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms.

SAMPLE JUDICIAL COMMENTS

***Milan, et al. v. Clif Bar and Company*,** Case No. 1:18-cv-02354 (N.D. Cal.), Judge James Donato ruled on March 21, 2025:

> *The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.*

Meholic, et al. v. Seattle Arena Company, Case No. 24-2-06283-1 (Wash. Super. Ct.), Judge Lindsey M. Teppner ruled on January 3, 2025:

> *The Court finds that the Notice Program provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the settlement, to object and appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Washington Rules of Civil Procedure, the United States Constitution, and all other applicable law.*

***Kandel, et al. v. Dr. Dennis Gross Skincare, LLC*,** Case No. 1:23-cv-01967 (S.D.N.Y.), Judge Edgardo Ramos ruled on October 31, 2024:

> *The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances, and constituted valid, due, and sufficient notice to all members of the Settlement Class. The Court finds that such notice complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable laws…The Court finds and determines that the notice procedure carried out by EAG Gulf Coast LLC afforded adequate protections to Settlement Class members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Settlement Class members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.*

***Andrade-Heymsfield v. NextFoods, Inc.*,** Case No. 3:21-cv-1446 (S.D. Cal.), Judge Barry T. Moskowitz ruled on April 8, 2024:

> *The Court previously approved the parties' proposed notice procedures. (ECF No. 56). In the motion for final approval, Plaintiff represents that the approved notice plan was executed. (ECF No. 59 at 9). "Notice was provided to Class Members via newspaper, a press release, and various digital means," including "display banner advertising, keyword search online advertising, and social media advertising through Facebook, Instagram, TikTok and YouTube, delivering over 120 million targeted impressions." (Id.)…In light of these actions and the Court's prior order granting preliminary approval, the Court finds that the parties have provided sufficient notice to the class members.*

Hymes v. Earl Enterprises Holdings, Case No. 6:19-cv-00644 (M.D. Fla.), Judge A. James Craner ruled on February 20, 2024:

> *The Court finds that the form content, and method of giving notice to the Settlement Class as described in Article VII of the Settlement Agreement (including the exhibits thereto): (a) was the best practicable notice to the Settlement Class; (b) was reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) was reasonable and constituted due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) met all applicable requirements of law, including the Florida Rules of Civil Procedure, and met the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice was written in plain language, used simple terminology, and was designed to be readily understandable by Class Members.*

Tucker v. Marietta Area Health Care Inc., Case No. 2:22-cv-00184 (S.D. Ohio), Judge Sarah D. Morrison ruled on December 7, 2023:

> *The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, and Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The roughly 6.2% claims rate supports a finding that the Notice Program was sufficient…The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.*

Easter v Sound Generations**,** Case No. 21-2-16953-4 (Wash. Super.), Judge James E. Rogers on July 14, 2023:

> *The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Civil Rule 23, applicable law, and the due process clauses of both the U.S. and Washington Constitutions.*

Hezi v. Celsius Holdings, Inc., Case No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

> *The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.*

Gilmore, et al. v. Monsanto Company, et al., Case No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

> *The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.*

John Doe, et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc., Case No. 2021L00026 (Ill. Cir. Ct., 15th Jud. Cir.), on March 28, 2023:

> *The Court has determined that the notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.*

In re Forefront Data Breach Litigation, Case No. 1:21-cv-00887-LA (E.D. Wis.), Judge Lynn Adelman on March 22, 2023:

> *The Court finds that the dissemination of Notice to Settlement Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel's motion for a Fee Award and Costs and for Service Awards to the Class Representatives; (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representatives and for a Fee Award and Costs; and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.*

Sanders, et al. v. Ibex Global Solutions, Inc., et al., Case No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

> *An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

Pagan, et al. v. Faneuil, Inc., Case No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

> *The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.*

LaPrairie v. Presidio, Inc., et al., Case No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

> *The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

Nelson v. Bansley & Kiener, LLP, Case No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

> *The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.*

Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al., Case No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

> *Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement,*

and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

Rivera, et al. v. Google LLC, Case No. 2019-CH-00990 (Cir. Ct. Cook Cnty., Ill.), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

Patricia Davidson, et al. v. Healthgrades Operating Company, Inc., Case No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

Hosch, et al. v. Drybar Holdings LLC, Case No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

Baldwin, et al. v. National Western Life Insurance Company, 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

Chapman, et al. v. voestalpine Texas Holding LLC, Case No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

> *The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:*
>
> *(a) Constituted the best practicable notice, under the circumstances;*
> *(b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
> *(c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
> *(d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

Hanson v. Welch Foods Inc., Case No. 3:20-cv-02011 (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

> *The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

McMorrow, et al. v. Mondelez International, Inc., No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

> *Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.*

Hadley, et al. v. Kellogg Sales Company, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

> *The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all*

Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

Miracle-Pond, et al. v. Shutterfly, Inc., No. 2019-CH-07050 (Cir. Ct. Cook Cnty., Ill.), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

Krommenhock, et al. v. Post Foods, LLC, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

Lisa Jones, et al. v. Monsanto Company, et al., No. 4:19-cv-00102-BP (W.D. Mo.), Chief Judge Beth Phillips on May 13, 2021:

The Court also notes that there has been only one objection filed, and even the Objector has not suggested that the amount of the settlement is inadequate or that the notice or the method of disseminating the notice was inadequate to satisfy the requirements of the Due Process Clause or was otherwise infirm...However, with respect to the Rule 23(e)

factors, the Court finds that the process used to identify and pay class members and the amount paid to class members are fair and reasonable for settlement purposes.

Winters, et al. v. Two Towns Ciderhouse Inc., No. 3:20-cv-00468-BAS-BGS (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)….Notice via social media resulted in 30,633,610 impressions. (Schwartz Decl. ¶4.) Radio notice via Spotify resulted in 394,054 impressions. (Id. ¶ 5.) The settlement website received 155,636 hits, and the toll-free number received 51 calls. (Id. ¶¶ 9, 14.). Thus, the Court finds the Notice complies with due process.

Siddle, et al. v. The Duracell Company, et al., No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

Fabricant v. Amerisave Mortgage Corporation**,** No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

Edward Makaron, et al. v. Enagic USA, Inc., 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and

sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

John Karpilovsky and Jimmie Criollo, Jr., et al. v. All Web Leads, Inc., 1:17-cv-01307 (N.D. Ill.), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

Hartig Drug Company Inc. v. Senju Pharmaceutical LTD. and Allergan, Inc., 1:14-cv-00719 (D. Del.), Judge Joseph F. Bataillon on May 3, 2018:

The Court approves the proposed notice program, including the Mail Notice and the Publication Notice, attached as Exhibits A and B to the Declaration of Brandon Schwartz of Garden City Group in support of Plaintiff's Unopposed Motion to Distribute Notice to the Settlement Class ("Schwartz Declaration"). The Court further approves the claim form attached as Exhibit C to the Schwartz Declaration. The Court finds that the manner of notice proposed constitutes the best practicable notice under the circumstances as well as valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of the Federal Rule of Civil Procedure 23…

Gordon v. Hain Celestial Group, et al., 1:16-cv-06526 (S.D.N.Y.), Judge Katherine B. Forrest on September 22, 2017:

The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order – were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.

In re: Sony PS3 "Other OS" Litigation, 4:10-cv-01811 (N.D. Cal.), Judge Yvonne Gonzalez Rogers on June 8, 2018:

The Court finds that the program for disseminating notice to the Class provided for in the Settlement, and previously approved and directed by the Court (the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and that such Notice Program, including the approved forms of notice, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure and all other applicable laws.

In re: Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation, 3:12-cv-00169 (D.N.J.), Judge Anne E. Thompson on June 8, 2016:

> *Notice of the Settlement Agreements to the Settlement Classes required by Rule 23(e) of the Federal Rules of Civil Procedure, including the additional forms of notice as approved by the Court, has been provided in accordance with the Court's orders granting preliminary approval of these Settlements and notice of the Settlements, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and due process.*

LEGAL NOTICE CASES

Lewis v. Lytx Inc., Case No. 3:22-CV-00046 (S.D. Ill.)
Doe, et al. v. San Diego Fertility Center Medical Group, Inc., et al., Case No. 37-2024-00006118 (Cal. Super. Ct.)
Tapia-Rendon, et al. v. Workeasy Software, LLC, Case No. 1:21-cv-3400 (N.D. Ill.)
Meholic, et al. v. Seattle Arena Company, Case No. 24-2-06283-1 (Wash. Super. Ct.)
Cadena, et al. v. American Honda Motor Co., Inc., Case No. CV 18-4007 (C.D. Cal.)
In Re: Hapy Bear Surgery Center Data Security Incident Litigation, Case No. VCU307987 (Cal. Super. Ct.)
Brim, et al. v. Prestige Care, Inc., Case No. 3:24-CV-05133 (W.D. Wash.)
Doe, et al. v. Virginia Mason Medical Center, et al., Case No. 19-2-26674-1 SEA (Wash. Super. Ct.)
Velasco v. Belmont Groceries, LLC, Case No. 2023-CH-01077 (Cir. Ct. Cook Cnty., Ill.)
Newman, et al. v. Audienceview Ticketing Corporation, et al., Case No. 1:23-cv-03764 (S.D.N.Y)
Severa, et al. v. Solvay Specialty Polymers USA, LLC, et al., Case No. 1:20-CV-06906 (D.N.J.)
In Re Christie's Data Breach Litigation, Case No. 1:24-cv-4221 (S.D.N.Y.)
Reardon, et al. v. Suncoast Skin Solutions, Inc., Case No. 23-CA-000317 (Fla. 13th Jud. Cir.)
Kandel, et al. v. Dr. Dennis Gross Skincare LLC, Case No. 1:23-cv-01967-ER (S.D.N.Y.)
Public School Districts' Opioid Recovery Trust
Haggerty, et al. v. Consumer Safety Technology, LLC, Case No. 22-cv-01414 (Cal. Super. Ct.)
Guzman, et al. v. Polaris Industries, Inc. et al., Case No. 8:19-cv-01543 (C.D. Cal.)
Coleman v. USAA, Case No. 3:21-cv-217 (N.D. Cal.)
Knott, et al. v. United Water System, Inc., et al., Case No. 6:23-CV-00401 (W.D. La.)
Jweinat v. loanDepot.com, LLC, Case No. CGC-23-605149 (Cal. Super. Ct.)
Tracey, et al. v Elekta, Inc., et al., Case No. 1:21-cv-02851 (N.D. Ga.).
Coleman, et al. v. United Services Automobile Association, et al., Case No. 3:21-cv-00217 (S.D. Cal.)
Ralph Milan, et al. v. Clif Bar & Company, Case No. 18-cv-02354-JD (N.D. Cal.)
In re: Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation (non-settlement), Case No. 19-md-2875 (D.N.J.)
Ayala v. Commonwealth Health Physician Network, et al., Case No. 2023-cv-3008 (Lackawanna Cnty. Ct. Com. Pl.)
Andrade-Heymsfield v. NextFoods, Inc., Case No. 21-cv-1446 (S.D. Cal.)
In Re: Novant Health, Inc., Case No. 1:22-cv-00697 (M.D.N.C.)
White v. General Motors, LLC, Case No. 1:21-cv-00410 (D. Colo.)
Gunaratna v. Dennis Gross Skincare, LLC, et al., Case No. 2:20-cv-02311 (C.D. Cal.)
Hymes v. Earl Enterprises Holdings, Case No. 6:19-cv-00644 (M.D. Fla.)
Rivera, et al. v. Google LLC, Case No. 19-CH-00990 (Cir. Ct. Cook Cnty., Ill.)
Hezi v Celsius Holdings, Inc, Case No. 1:21-cv-09892 (S.D.N.Y.)
M.S. v. Med-Data, Inc., Case No. 4:22-cv-00187 (S.D. Tex.)
Ictech-Bendeck, et al. v. Progressive Waste Solutions of LA, Inc, et al., Case No. 2:18-cv-7889 (E.D. La.)
Quackenbush, et al. v American Honda Motor Company, Inc., et al., Case No. 3:20-cv-05599 (N.D. Cal.)
McFadden v. Nationstar, Case No. 1:20-cv-00166 (D.D.C.)

Sanders, et al. v. Ibex Global Solutions, Inc., et al., Case No. 1:22-cv-00591 (D.D.C.)
In re: Cathode Ray Tube (CRT) Antitrust Litigation, Case No. 4:07-cv-05944 (N.D. Cal.)
John Doe, et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc., Case No. 2021L00026 (15th Jud. Cir. Ct. Lee Cnty., Ill.)
Gonshorowski v. Spencer Gifts, LLC, Case No. ATL-L-000311-22 (N.J. Super. Ct.)
In re Forefront Data Breach Litigation, Case No. 1:21-cv-00887-LA (E.D. Wis.)
Stewart, et al. v. Albertsons Cos., Inc., Case No. 16CV15125 (Mult. Cty. Cir. Ct.)
Simmons v. Assistcare Home Health Services, LLC, d/b/a Preferred Home Health Care of New York/Preferred Gold, Case No. 511490/2021 (N.Y. Sup. Ct. Kings Cnty.)
Terry Fabricant v. Top Flite Financial, Inc., Case No. 20STCV13837 (Cal. Super.)
Riley v. Centerstone of America, Case No. 3:22-cv-00662 (M.D. Tenn.)
Bae v. Pacific City Bank, Case, No. 21STCV45922 (Cal. Super.)
Tucker v. Marietta Area Health Care Inc., Case No. 2:22-cv-00184 (S.D. Ohio)
Acaley v. Vimeo.com, Inc, Case No. 19-CH-10873 (Cir. Ct. Cook Cnty., Ill.)
Easter v Sound Generations, Case No. 21-2-16953-4 (Wash. Super.)
GPM v City of Los Angeles, Case No. 21STCV11054 (Cal. Super.)
Pagan v. Faneuil, Inc, Case No. 3:22-cv-297 (E.D. Va.)
Estes v. Dean Innovations, Inc., Case No. 20-CV-22946 (Mult. Cty. Cir. Ct.)
Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al., Case No. 21-2-03929-1 (Wash. Super.)
Gilmore, et al. v. Monsanto Company, et al., Case No. 3:21-cv-8159 (N.D. Cal.)
Copley v. Bactolac Pharmaceutical, Inc., et al., Case No. 2:18-cv-00575 (E.D.N.Y.)
James v. CohnReznick LLP, Case No. 1:21-cv-06544 (S.D.N.Y.)
Doe v. Virginia Mason, Case No. 19-2-26674-1 (Wash. Super.)
LaPrairie v. Presidio, Inc., et al, Case No. 1:21-cv-08795 (S.D.N.Y.)
Richardson v. Overlake Hospital Medical Center, et al., Case No. 20-2-07460-8 (Wash. Super.)
Weidman, et al. v. Ford Motor Company, Case No. 2:18-cv-12719 (E.D. Mich.)
Siqueiros, et al. v. General Motors, LLC, Case No. 3:16-cv-07244 (N.D. Cal.)
Vaccaro v. Delta Drugs, II. Inc., Case No. 20STCV28871 (Cal. Super.)
Hosch v. Drybar Holdings LLC, Case No. 2021-CH-01976 (Cir. Ct. Cook Cnty., Ill.
Davidson v. Healthgrades Operating Company, Inc., Case No. 21-cv-01250 (D. Colo.)
Baldwin, et al. v. National Western Life Insurance Co., Case No. 2:21-cv-04066 (W.D. Mo.)
Deien v. Seattle City Light, Case No. 19-2-21999-8 (Wash. Super.)
Blake Chapman, et al. v. voestalpine Texas, LLC, et al, Case No. 2:17-cv-00174 (S.D. Tex.)
Hanson v. Welch Foods Inc., Case No. 3:20-cv-02011 (N.D. Cal.)
McMorrow v. Mondelez International, Inc., Case No. 3:17-cv-02327 (S.D. Cal.)
Hadley, et al. v. Kellogg Sales Company, Case No. 5:16-cv-04955 (N.D. Cal.)
Miracle-Pond, et al. v. Shutterfly, Inc., Case No. 16-cv-10984 (Cir. Ct. Cook Cnty., Ill.)
In Re: Sonic Corp. Customer Data Breach Litigation, Case No. 1:17-md-02807 (N.D. Ohio)
In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation, Case No. 3:18-cv-00850 (E.D. Va.)
Krommenhock, et al. v. Post Foods, LLC, Case No. 3:16-cv-04958 (N.D. Cal.)
Daley, et al. v. Greystar Management Services LP, et al., Case No. 2:18-cv-00381 (E.D. Wash.)

Brianna Morris v. FPI Management Inc., Case No. 2:19-cv-0128 (E.D. Wash.)
Kirilose Mansour v. Bumble Trading Inc., Case No. RIC1810011 (Cal. Super.)
Clopp et. al. v. Pacific Market Research, LLC et. al., Case No. 21-2-08738-4 (Wash. Super.)
Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al., Case No. 58410 (E.D. La.)
Jackson-Battle v. Navicent Health, Inc., Case No. 2020-cv-072287 (Ga Super.)
Fabricant v. Amerisave Mortgage Corp, Case No. 2:19-cv-04659 (C.D. Cal.)
Jammeh v. HNN Assoc., Case No. 2:19-cv-00620 (W.D. Wash.)
Farruggio, et al. v. 918 James Receiver, LLC, et al., Case No. 3831/2017 (N.Y. Sup Ct)
Winters, et al. v. Two Towns Ciderhouse Inc., Case No. 3:20-cv-00468 (S.D. Cal.)
Siddle, et al. v. The Duracell Company, et al, Case No. 4:19-cv-00568 (N.D. Cal.)
Lisa Jones, et al. v. Monsanto Company, Case No. 4:19-cv-00102 (W.D. Mo.)
Makaron v. Enagic USA, Inc., Case No. 2:15-cv-05145 (C.D. Cal.)
John Karpilovsky, et al. v. All Web Leads, Inc., Case No. 1:17-cv-01307 (N.D. Ill.)
Hughes, et al. v. AutoZone Parts Inc., et al., Case No. BC631080 (Cal. Super.)
Secaucus Investors LLC and Health Care Grower, LLC v. Harmoney Foundation of New Jersey, Inc., et al., Case No. BER-C-275-21 (N.J. Sup Ct.)
Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections, Case No. 3:17-cv-0586 (W.D. Wash.)
Aaron Van Fleet, et al. v. Trion Worlds Inc., Case No. 535340 (Cal. Super.)
Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.), Case No. 1:16-cv-11675 (N.D. Ill.)
Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.), Case No. 1:16-cv-11675 (N.D. Ill.)
Adriana Garcia, et al. v. Sun West Mortgage Company, Inc., Case No. BC652939 (Cal. Super.)
Cajuns for Clean Water, LLC, et al. v. Cecilia Water Corporation, et al., Case No. 82253 (La. Dist.)
In re: Sony PS3 "Other OS" Litigation, Case No. 4:10-cv-01811 (N.D. Cal.)
In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation, Case No. 3:12-cv-00169 (D.N.J.)
In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation, Case No. 3:12-cv-00711 (D.N.J.)
Hartig Drug Company Inc., v. Senju Pharmaceutical et al., Case No. 1:14-cv-00719 (D. Del.)
Gordon v. The Hain Celestial Group, et al., Case No. 1:16-cv-06526 (S.D.N.Y.)
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico – Economic and Property Damages Settlement, MDL No. 2179 (E.D. La.)
In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico –Medical Benefits Settlement, MDL No. 2179 (E.D. La.)
Byrner et al. v. Oregon One, Inc., Case No. 3:16-cv-01910 (D. Or.)
In re: Google Inc. Cookie Placement Consumer Privacy Litigation, MDL No. 2358 (D. Del.)
In re: Pool Products Distribution Market Antitrust Litigation, MDL No. 2128 (E.D. La.)
In re: Polyurethane Foam Antitrust Litigation, MDL No. 2196 (N.D. Ohio)
In re: Processed Egg Products Antitrust Litigation, MDL No. 2002 (E.D. Pa.)
In re: The Flintkote Company and Flintkote Mines Limited, Case No. 1:04-bk-11300 (Bankr. D. Del.)
In re: Prograf (Tacrolimus) Antitrust Litigation, MDL No. 2242 (D. Mass.)
Markos v. Wells Fargo Bank, N.A., Case No. 1:15-cv-01156 (N.D. Ga.)
Cross v. Wells Fargo Bank, N.A., Case No. 1:15-cv-01270 (N.D. Ga.)
Ferrick v. Spotify USA Inc., Case No. 1:16-cv-08412 (S.D.N.Y.)

In re: Parmalat Securities Litigation, MDL No. 1653 (S.D.N.Y.)
Smith v. Floor and Décor Outlets of America, Inc., Case No. 1:15-cv-04316 (N.D. Ga.)
Schwartz v. Intimacy in New York, LLC, Case No. 1:13-cv-05735 (S.D.N.Y.)
In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation, MDL No. 2426 (D. Me.)
Young v. Wells Fargo & Co, Case No. 4:08-cv-00507 (S.D. Iowa)
In re: Credit Default Swaps Antitrust Litigation, MDL No. 2476 (S.D.N.Y.)
Anthony Frank Lasseter et al. v. Rite-Aid, Case No. 09-cv-2013-900031 (Ala. Cir. Ct.)
Khoday v. Symantec Corp., Case No. 0:11-cv-00180 (D. Minn.)
MacKinnon, Jr v. IMVU, Case No. 1-11-cv-193767 (Cal. Super.)
Ebarle, et al. v. LifeLock, Inc., Case No. 3:15-cv-00258 (N.D. Cal.)
Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner"), Case No. 1:15-cv-05880 (S.D.N.Y.)
Schwartz v. Avis Rent A Car System, Case No. 2:11-cv-04052 (D.N.J.)
Klein v. Budget Rent A Car System, Case No. 2:12-cv-07300 (D.N.J.)
Pietrantonio v. Kmart Corporation, Case No. 15-5292 (Mass. Cmmw.)
Cox, et al. v. Community Loans of America, Inc., et al., Case No. 4:11-cv-00177 (M.D. Ga.)
Vodenichar. et al. v. Halcón Energy Properties, Inc., et al., Case No. 2013-512 (Pa. Com. Pleas)
State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al., Case No. 1208 10246 (Or. Cir.)
Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med, Case No. 0:13-cv-62019 (S.D. Fla.)
Splater, et al. v. Thermal Ease Hydronic Systems, Inc., et al., Case No. 03-2-33553-3 (Wash. Super.)
Phillips v. Bank of America, Case No. 15-cv-00598 (Cal. Super.)
Ziwczyn v. Regions Bank and American Security Insurance Co., Case No. 1:15-cv-24558 (S.D. Fla)
Dorado vs. Bank of America, N.A., Case No. 1:16-cv-21147 (S.D. Fla)
Glass v. Black Warrior Electric, Case No. cv-2014-900163 (Ala. Cir.)
Beck v. Harbor Freight Tools USA, Inc., Case No. 15-cv-00598 (Ohio Com. Pleas)
Ligon v. City of New York, et al., Case No. 12-cv-2274 (S.D.N.Y.)
Abdellahi, et al., vs. River Metals Recycling, LLC, Case No. 13-CI00095 (Ky. Cir.)
Alegre v. XPO Last Mile, Inc., Case No. 2:15-cv-02342 (D.N.J.)
Jack Leach, et al. v. E.I. du Pont de Nemours and Co., Case No. 01-C-608 (W. Va. Cir.)
Hayes, et al. v. Citizens Financial Group Inc., et al., Case No. 1:16-cv-10671 (D. Mass.)
In re: Foreign Exchange Benchmark Rates Antitrust Litigation, Case No. 1:13-cv-07789 (S.D.N.Y.)
Flo & Eddie, Inc. v. Sirius XM Radio, Inc., Case No. 2:13-cv-05693 (C.D. Cal.)
Cozzitorto vs. American Automobile Association of Northern California, Nevada & Utah, Case No. C13-02656 (Cal. Super.)
Filannino-Restifo, et al. v. TD Bank, N.A., Case No. 0:18-cv-01159 (D.N.J.)
United States v. Takata Corporation, Case No. 2:16-cv-20810 (E.D. Mich.)
Free Range Content, Inc. v. Google Inc., Case No. 5:14-cv-02329 (N.D. Cal.)
Bautista v. Valero Marketing and Supply Company, Case No. 3:15-cv-05557 (N.D. Cal.)
Devin Forbes and Steve Lagace -and- Toyota Canada Inc., Case No. cv-16-70667 (Ont. Super. Ct.)
Thierry Muraton -and- Toyota Canada Inc., Case No. 500-06-000825-162 (Que. Super. Ct.)
In re: Residential Schools Class Action Litigation, Case No. 00-cv-192059 (Ont. Super. Ct.)
In re: Tricor Antitrust Litigation, Case No. 05-340 (D. Del.)

Masztal v. City of Miami, Case No. 3D06-1259 (Fla. Dist. App.)
In re: Tribune Company, et al., Case No. 08-13141 (D. Del.)
Marian Perez v. Tween Brands Inc., Case No. 14-cv-001119 (Ohio Com. Pleas)
Ferguson v. Safeco, Case No. DV 04-628B (Mont. Dist.)
Williams v. Duke Energy, Case No. 1:08-cv-00046 (S.D. Ohio)
Boone v. City of Philadelphia, Case No. 2:05-cv-01851 (E.D. Pa.)
In re: Lehman Brothers Inc., Case No. 08-13555, 08-01420 (Bankr. S.D.N.Y.)
In re: Department of Veterans Affairs (VA) Data Theft Litigation, MDL No. 1796 (D.D.C.)
In re: Countrywide Customer Data Breach Litigation, MDL No. 1998 (W.D. Ky.)
In re: Checking Account Overdraft Litigation, MDL No. 2036 (S.D. Fla.)
In re: Heartland Data Security Breach Litigation, MDL No. 2046 (S.D. Tex.)
Schulte v. Fifth Third Bank, Case No. 1:09-cv-06655 (N.D. Ill.)
Mathena v. Webster Bank, N.A., Case No. 3:10-cv-01448 (D. Conn.)
Delandro v. County of Allegheny, Case No. 2:06-cv-00927 (W.D. Pa.)
Trombley v. National City Bank, Case No. 1:10-cv-00232 (D.D.C.)
Fontaine v. Attorney General of Canada, Case No. 00-cv-192059 CP (Ont. Super. Ct.)
Marolda v. Symantec Corp., Case No. 3:08-cv-05701 (N.D. Cal.)

Exhibit C-2

Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than $14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper professionals have processed more than $14 billion dollars in settlement claims.

Sample Case Experience*

Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.

Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.

Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)[4]
- In re: Interior Molded Doors Antitrust Litigation (Indirect)

Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)[1]
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)[1]
- In re: Paraquat Products Liability Litigation (MDL 3004)[1]
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)[2]
- Essure Product Liability Settlement[3]
- Porter Ranch (JCCP 4861)

Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.

Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit

Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

**Work performed as Postlethwaite & Netterville, APAC (P&N)*
[1]Services provided in cooperation with the Court-Appointed Special Master
[2]Appointed As Common Benefit Trustee
[3]Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.

Exhibit C-3

Flagstar Settlement Administrator
c/o Eisner Advisory Group LLC
P.O. Box 4427
Baton Rouge, LA 70821

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, STATE ZIP
PERMIT NO. XXXX

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.

www.[website].com

<<Barcode>>

Class Member ID: <<Refnum>>

<<FirstName>> <<LastName>>
<<BusinessName>>
<<Address>>
<<Address2>>
<<City>>, <<ST>> <<Zip>>-<<zip4>>

WHO IS A CLASS MEMBER?

This notice is about *Gagan Gupta, 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.

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.[website].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.[website].com. Forms must be postmarked or submitted online by _____, 2025..

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 _____, **2025**. If you do not opt-out, 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 _____, **2025**, and provide the reasons for the objection. Visit **www.[website].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 _____ m. on _____, 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 $2,500 for their efforts in leading this case.

More Information? Visit www.[website].com for more information.

This Notice is a summary of the proposed settlement.

BRM
Postage

Flagstar Settlement
Administrator
c/o Eisner Advisory Group LLC
P.O. Box 4427
Baton Rouge, LA 70821

<<ClassMemberID>>
<<Refnum>>

CLAIM FORM

Claims must be postmarked no later than _____, 2025. You may also submit a Claim Form online no later than _____, 2025.
FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____ CITY _____ STATE _____ ZIP CODE _____

Monetary Compensation - You can choose oneor all of the following benefits. If you want to submit a claim for Documented Monetary Losses, visit **www.website.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**: Do you want a *pro rata* cash payment estimated at $60 but up to $599? (check the box) **Yes** ☐ ☐ **No**
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).

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

4. **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**
If selected, you must provide your email address here:
Email Address:_____

Select one of the following payment methods: ☐ **PayPal** ☐ **Venmo** ☐ **Zelle** ☐ **Virtual Prepaid Card** ☐ **Check**

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card:

Email Address: _____

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)**

Exhibit C-4

From: Claims Administrator, Angus, et al. v. Flagstar Bank, N.A.

To: <<Email Address>>

Subject: Notice Class Action Settlement – Flagstar Data Breach

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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.

Name: <First Name> <Last Name>
Class Member ID: <<RefNum>>

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 **[here]** 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 **[here]** to be eligible to receive a benefit. Your completed Claim Form must be submitted online or mailed to the Claims Administrator at Flagstar Settlement Administrator, c/o Eisner Advisory Group LLC, P.O. Box 4427, Baton Rouge, LA 70821, and **postmarked, by [[DATE]].** You will need the Class Member 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 Related Entities as defined in the Settlement Agreement. You may **Opt-Out** of the settlement by **[[Date]]** or file an **Objection** to the settlement by **[[Date]]**. Please visit **www.[Website].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 Fairness Hearing. The Court is scheduled to hold a Final Fairness Hearing on **[[Date]], at [[Time]]**, 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.[Website].com** or call toll-free **[[Number]].**

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT

Please monitor www.[Website].com/ for updates or call [[Number]].

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

Please do not reply to this email, it is sent from an unmonitored mailbox.

Exhibit C-5

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 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:

- **Cash Payment for 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, settlement 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 [DEADLINE] to be eligible for these settlement benefits. The easiest way to submit a Claim Form is online at [WEBSITE]. If you are unsure of whether you are eligible for benefits, visit the website or call [NUMBER].

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
Submit a Claim Form	To be eligible to receive benefits from this settlement, you **must** submit a Claim Form no later than **[DEADLINE]**. For more information, *see* Questions 10-13.	Submitted or Postmarked on or Before _____, **2025**
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, *see* Questions 15-17.	Submitted or Postmarked on or Before _____, **2025**
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 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 **[DATE], 2026** about the fairness of the settlement, with or without your own attorney. For more information, *see* Questions 18-19.	Received on or Before _____, **2025**
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, *see* Question 25.	No Deadline

WHAT THIS NOTICE CONTAINS

Basic Information.....#

Who is in the Settlement?.....#

The Settlement Benefits—What You Get if You Qualify.....#

How Do You Submit a Claim?.....#

What Does Flagstar Get?.....#

Excluding Yourself from the Settlement.....#

Objecting to the Settlement.....#

The Lawyers Representing You.....#

The Court's Final Approval Hearing .....#

If You Do Nothing.....#

Getting More Information.....#

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 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 [WEBSITE]. 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 [PHONE NUMBER] with questions. You may also write with questions to:

Flagstar Settlement Administrator
c/o Eisner Advisory Group LLC
P.O. Box 4427
Baton Rouge, LA 70821
[WEBSITE]

THE SETTLEMENT BENEFITS – WHAT YOU RECIEVE 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;
- 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 [DEADLINE] 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 [DEADLINE].**

(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 [DEADLINE].**

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:

- 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, Residential Cash Payment, and/or (if applicable) a California Statutory Payment.

To be eligible for this benefit, you must submit a valid Claim Form by [DEADLINE].

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 **[WEBSITE].** 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. 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 [DATE] (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.

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 _____, **2026 at** _____**.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 Date Breaches. This release is described in the Settlement Agreement, which is available at **[WEBSITE].** 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 [DEADLINE] to:

Flagstar Settlement Administrator
c/o Eisner Advisory Group LLC
Attn: Exclusion Request

Questions? Go to [WEBSITE] or call [PHONE NUMBER]

P.O. Box 4427
Baton Rouge, LA 70821

This statement must contain the following information:

- 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 [OBJECTION DEADLINE]**:

Clerk of Court
[ADDRESS]

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.

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 [OBJECTION DEADLINE]; 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 [OBJECTION DEADLINE].

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 _____, 2025, and their application for attorneys' fees and expenses and service award will be filed no later than _____, 2025, 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 _____ m. ET on _____, 2026, at the United States District Court, Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 w. Lafayette Blvd., Detroit, MI 48226, Courtroom 110, or by remote or virtual means 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 award. 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 **[WEBSITE]** or calling **[PHONE NUMBER]**.

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 fairness 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 Date 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 [WEBSITE]. You can also contact the Settlement Administrator at [PHONE NUMBER] or by mailing a letter to Flagstar Data Breach Settlement c/o Eisner Advisory Group LLC, 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.

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.

Exhibit C-6

Your Claim must be submitted online or postmarked by: [[DATE]], 2025

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 [WEBSITE]. **To receive a settlement benefit from this settlement via an electronic payment, you must submit the Claim Form electronically.** If submitting a Claim Form online, you must do so by [**DEADLINE**].

OR

2. Mail your Completed Claim Form, including any supporting documentation, by U.S. mail to the following address: Flagstar Settlement Administrator c/o Eisner Advisory Group LLC, 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 [**DEADLINE**].

For more information on submitting a Claim Form, please refer to the Long Form Notice posted on the Settlement Website **www.[[URL]].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 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, settlement 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 if you are an individual who resides in the United States and to whom the Settlement Administrator sent notice of this Settlement.

Enter the Class Member ID Number provided on your Postcard Notice:

Class Member ID: ___ ___ ___ ___ ___ ___ ___ ___

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.

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

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)
Example: Identity Theft Protection Service	0 7/17/2 0 (mm/dd/yy)	$50.00	Copy of identity theft protection service bill
	___/___ ___/___ ___ (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.**

Note: You may also submit a claim for reimbursement of Documented Monetary Losses above.

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

☐ **Virtual Prepaid Card**

Enter the email address where you would like the Virtual Prepaid Card delivered

☐ **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 D

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

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND TO DIRECT NOTICE OF PROPOSED SETTLEMENT TO THE CLASS

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and to Direct Notice of Proposed Settlement to the Class (the "Motion") (ECF No. __). The Parties propose a Settlement[1] of this Action in accordance with a Settlement Agreement and Release dated October 1, 2025 (the "Settlement Agreement" or "Agreement"), which, together with the Exhibits to the Motion, sets forth the terms and conditions for a proposed Settlement of this Action. Having fully considered the issue, the Court hereby GRANTS the Motion and orders as follows:

1. **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).

2. **Giving Notice of the Settlement to the Class is Justified**. Pursuant to Federal Rules of Civil Procedure 23(e)(1)(A), the Court finds that it has sufficient information to enable it to determine whether to direct notice of the proposed Settlement to the Settlement Class.

3. The Court finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all the requirements of Rule 23(a) and the requirements of Rule 23(b)(3). Specifically, the Court finds for

[1] All capitalized terms herein have the same definitions as set forth in the Settlement Agreement.

settlement purposes 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 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; (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.

4. The Court thus finds that it will likely be able to certify the following class for Settlement purposes only:

> 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.

5. This 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.[2]

6. **Settlement Class Representatives**. The Court finds that proposed Settlement Class Representatives will likely satisfy the requirements of Rule 23(e)(2)(A) and for settlement purposes they are appointed as Settlement Class Representatives.

7. **Class Counsel**. The Court finds that Proposed Class Counsel, John A. Yanchunis of Morgan & Morgan Complex Litigation Group and Norman E. Siegel of Stueve Siegel Hanson LLP are experienced and will likely satisfy the requirements of Rule 23(e)(2)(A) and for settlement purposes they are appointed as Class Counsel pursuant to Rule 23(g)(1).

8. **Preliminary Settlement Approval**. Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class, taking into account all of the risks, expense, and delay of continued litigation; is the result of good faith and arm's length negotiations that took place under the auspices of a prominent mediator; is not otherwise deficient; otherwise meets the criteria for approval; and accordingly it is

[2] 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.

preliminarily approved.

9. In making this determination, the Court has considered 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.

10. **Final Approval Hearing**. A Final Approval Hearing shall be held by this Court on _____, 2026, at _____ [via telephone or videoconference or in-person at the Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd., Detroit, MI 48226, Courtroom 110], to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) the application for Service Awards should be approved. Any other matters the Court deems necessary and appropriate will also

be heard.

11. **Settlement Administrator**. The Court appoints Eisner Advisory Group LLC as the Settlement Administrator to administer the Notice Plan and the processing of claims. The Court directs the Settlement Administrator to perform all tasks the Settlement Agreement reasonably requires in effectuating the Notice Plan and processing claims in coordination with counsel for the Parties and subject to the jurisdiction and oversight of this Court. The Settlement Administrator's fees will be paid out of the Settlement Fund pursuant to the Settlement Agreement.

12. **Notice Plan**. The proposed method for providing notice set forth in the Settlement Agreement and the Claim Form and Class Notice attached to the Motion as Exhibits C-3 to C-6 are hereby approved. Non-material modifications to these Exhibits may be made with approval by the Parties but without further order of the Court.

13. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving notice to the Settlement Class as described in the Motion and its Exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and

other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) meet all applicable requirements of law, including Federal Rule of Civil Procedure 23(c) and (e), and the Due Process Clause of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

14. The Settlement Administrator and the Parties are directed to carry out the Notice Plan in conformance with the Settlement Agreement and to perform all other tasks that the Settlement Agreement requires.

15. **Exclusion from the Settlement Class**. Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written request for exclusion to the Settlement Administrator at the address and in the manner and within the time provided in the Notice. Such requests for exclusion must meet the Opt-Out Deadline established by this Order and stated in the Notice. Any member of the Settlement Class who does not properly and timely opt-out of the Settlement shall, upon entry of the Final Approval Order and Judgment, be bound by all the terms and provisions of the Settlement Agreement, whether or not such Settlement Class Member objected to the Settlement and whether or not such Settlement Class Member received consideration under the Settlement Agreement.

16. A request for exclusion must be in writing and: (i) state the name of this proceeding (*Angus et al. v. Flagstar Bank, N.A.*, or similar identifying words such as "Flagstar Data Breach Lawsuit"); (ii) state the name and address of the Settlement Class Member seeking exclusion; (iii) be personally signed by the Settlement Class Member; (iv) state "Request for Exclusion" or other words clearly indicating the person's intent to be excluded from the Settlement Class; and (v) request exclusion only for that one Settlement Class Member whose personal signature appears on the request.

17. A request for exclusion that does not include the foregoing information, or that is sent to an address other than the one designated in the Notice, or that is not postmarked by the Opt-Out Deadline shall be invalid and the Settlement Class Member serving such a request shall, if the Final Approval Order and Judgment is entered, be considered a Settlement Class Member and shall be bound by any judgment entered herein with respect to the Settlement Class.

18. Within seven (7) days of the Opt-Out Deadline, the Settlement Administrator shall furnish to counsel for the Parties a complete list of all timely and valid requests for exclusion.

19. If the Final Approval Order and Judgment is entered, 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.

20. Upon entry of the Final Approval Order and Judgment, 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.

21. **Objections to the Settlement**. Any Settlement Class Member who does not elect to be excluded from the Settlement Class may object to the Settlement, Class Counsel's request for Attorneys' Fees and Expenses, and/or the request for Service Awards; provided, however, that no Settlement Class Member shall be heard or entitled to contest such matters, unless the objection is: (a) electronically filed by the Objection Deadline; or (b) mailed first-class postage prepaid to the Clerk of Court, at the address listed in the Notice, and postmarked by no later than the Objection Deadline, as specified in the Notice. For the objection to be considered by the Court, the objection must be in writing and include:

(i) the case name and number of the Action;

(ii) the name, address, telephone number of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel;

(iii) A statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;

(iv) A statement of the specific grounds for the objection; and

(v) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

22. In addition to the foregoing requirements, if an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written objection must include a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

23. Any Settlement Class Member who fails to comply with the provisions in this Order and/or fails to timely file and serve an objection in writing in accordance with this Order and the Settlement Agreement will waive and forfeit any and all rights they may have to object, will have their objection stricken from the record, and will lose their rights to appeal from approval of the settlement. Any such Settlement Class Member also 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 if entered.

24. The Parties will have the same right to seek discovery from any objecting Settlement Class Member as they would if the objector was a party in the

Litigation, including the right to take the objector's deposition. Such discovery will be conducted on an expedited basis, and the objecting Settlement Class Member is required to respond to any written discovery within fourteen (14) days and must appear for deposition within fourteen (14) days after a deposition is noticed. Failure by an objector to make themselves available for a deposition or comply with expedited discovery requests may result in the Court striking and/or overruling the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

25. **Claims Process**. The Settlement Agreement contemplates the establishment of a claims process. As set forth in the Settlement Agreement, Flagstar shall fund a non-reversionary cash Settlement Fund in the amount of $31,500,000 for the benefit of Settlement Class Members. The Settlement Fund will be used to pay for: (i) Notice Costs; (ii) Administrative Costs; (iii) Service Awards approved by the Court; (iv) Attorneys' Fees and Expenses approved by the Court; and (v) Settlement benefits for the Settlement Class as provided for in the Consumer Settlement Benefits Plan. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

26. The Settlement Administrator will be responsible for effectuating the

claims process.

27. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Approval Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a Claim Form in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Judgment, including the Release.

28. **Termination of Settlement**. This Order, the Settlement Agreement, the proposed Settlement, and all related proceedings shall become null and void, shall have no further force or effect, and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before the Settlement Agreement was signed, if: (i) the Settlement is not finally approved by the Court; (ii) The Settlement or the Final Approval Order and Judgment is not upheld on appeal; (iii) the Settlement Agreement and the proposed Settlement are terminated in accordance with the applicable provisions of the Settlement Agreement; or (iv) there is no Effective Date. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's

orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever, including but not limited to arguments that the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are or ever were satisfied for purposes of this litigation.

29. **Use of Order**. This Order shall be of no force or effect if the Final Approval Order and Judgment is not entered or there is no Effective Date; shall not be construed or used as an admission, concession, or declaration by or against Flagstar of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that their claims lack merit or that the relief requested is inappropriate, improper, or unavailable; and shall not constitute a waiver by any party of any defense or claims it may have in this litigation or in any other lawsuit.

30. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the settlement website maintained by the Settlement Administrator.

31. **Schedule and Deadlines**. The Settlement Agreement shall be administered according to its terms pending the Final Approval Hearing. Deadlines

arising under the Settlement Agreement and this Order include but are not limited to the following:

EVENT	TIMING
Deadline for Flagstar to provide Settlement Class List to Settlement Administrator	[Thirty (30) days after entry of this Order]
Notice Date	[Sixty (60) days after entry of this Order]
Motion for Attorneys' Fees, Expenses, and Service Awards Due	[Twenty-one (21) days before Objection Deadline and Opt-Out Deadline]
Objection Deadline	[Forty-five (45) days from the Notice Date]
Exclusion / Opt-Out Deadline	[Forty-five (45) days from the Notice Date]
Deadline to Submit Claims	[Ninety days (90) from the Notice Date]]
Final Approval Brief and Response to Objections Due	[Fourteen (14) days before the Final Approval Hearing]
Final Approval Hearing	_____, 2026 at __: __ _.m. in Courtroom 110

IT IS SO ORDERED.

Date: _____

_____
HON. MATTHEW F. LEITMAN
UNITED STATES DISTRICT JUDGE

Exhibit E

PROPOSED TIMELINE OF SETTLEMENT EVENTS

EVENT	DATE
Deadline for Flagstar to Serve CAFA Notice	Ten (10) days after October 1, 2025 (Ex. A ¶ 10.1)
Flagstar to Establish Settlement Fund	Twenty-one (21) days after entry by the Court of the Preliminary Approval Order (Ex. A ¶ 3.1)
Flagstar Provides Class List to Settlement Administrator	Thirty (30) days after entry by the Court of the Preliminary Approval Order (Ex. A ¶ 9.2)
Notice Date	Sixty (60) days after entry by the Court of the Preliminary Approval Order (Ex. A ¶ 2.21)
Motion for Attorneys' Fees, Expenses, and Service Awards	Twenty-one (21) days before Objection Deadline and Opt-Out Deadline (Ex. A ¶¶ 17.1, 18.1)
Exclusion / Opt-Out Deadline	Forty-five (45) days from the Notice Date (Ex. A ¶ 2.24)
Objection Deadline	Forty-five (45) days from the Notice Date (Ex. A ¶ 2.23)
Settlement Administrator to Provide Final Report to Parties With Number of Exclusions	Seven (7) days from the Opt-Out Deadline (Ex. A ¶ 8.1.9)
Deadline to Submit Claims	Ninety (90) days from the Notice Date
Final Approval Brief and Response to Objections Due	Fourteen (14) days before the Final Approval Hearing (Ex. A ¶ 5.2)
Final Approval Hearing	To be scheduled no earlier than one hundred and fifty (150) days after entry of Preliminary Approval Order