

Exhibit 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

**DOVER GLEN CONDOMINIUM ASSOCIATION,
on behalf of themselves and others similarly situated,**

Plaintiff,

vs.

Case No. 2:22-cv-11468
Honorable Linda V. Parker

**OAKLAND County,
a Governmental Unit,**

Defendant.

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STIPULATION OF SETTLEMENT

This Stipulation of Settlement is made by and between the Class Representative (as defined below) on behalf of itself and the class of individuals that it seeks to represent, and Defendant Oakland County (“Defendant”), to fully and completely settle lienholder claims in a putative class action complaint entitled *Dover Glen Condominium Association v. Oakland County*, Case No. 2:22-cv-11468 (the “Litigation”).

WHEREAS, the Class Representative, on behalf of itself and all other similarly situated persons, have asserted claims under Michigan’s Constitution, the Fifth and Fourteenth

Amendments to the United States Constitution and the common law seeking “just compensation” for the allegedly illegal retention of property, liquidated damages, penalties, attorneys’ fees and costs, interest, and other relief;

WHEREAS, Defendant expressly denies having committed any wrongdoing including violating any federal, state, local or common laws, they vigorously dispute the claims asserted, including in the putative class action complaint, and continue to assert that it has strong and meritorious defenses to any and all such claims; and

WHEREAS, to avoid uncertainty and the expense and burdens of further litigation, and after substantial arm’s-length settlement negotiations, the Class Representative, on behalf of itself and all other similarly situated individuals, and Defendant (collectively, the “Parties”) desire to resolve the Litigation and have negotiated a non-reversionary, claims made, common benefit fund settlement that contemplates the issuance of settlement checks to all persons meeting the definition of the Settlement Class who do not timely opt out (each, an “Eligible Class Member”).

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.** As used in this Stipulation of Settlement, the following terms have the following meanings:

a. **“Adjusted Payment Value”** means the Parties agreed to the formula the Settlement Administrator shall use to calculate each Eligible Class Member’s Final Settlement Payment.

b. **“Applicable Class Period”** means Foreclosure Sales occurring in 2016 through Foreclosure Sales occurring through June 30, 2022.

c. **“Attorneys’ Fees and Lawsuit Costs”** means the amount to be paid to Class Counsel from the Common Benefit Fund for attorneys’ fees and litigation expenses, pursuant to Class Counsel’s motion and subject to the Court’s approval and the terms described in Section

8 below.

d. **“Bank Pool Claims”** means all qualified claims put forth by a bank or other financial lending institution.

e. **“CAFA Notice”** refers to the notice pursuant to the Class Action Fairness Act 28 U.S.C § 1715 (b), to be provided by the Settlement Administrator pursuant to Section 11.

f. **“Claim Form”** means the form the Settlement Administrator shall include in the Notice Package and to be completed by the Class Members in order to potentially participate in receiving a payment under the terms of this settlement.

g. **“Claims Deadline”** means the date by which Class Members must submit a claim in order to be eligible to receive a Settlement Payment and will be set at ninety (90) calendar days after the Settlement Notice Date. The Claims Deadline may be extended by up to fifteen (5) days, for a total of 95 days, upon recommendation of the Settlement Administrator, with the Parties’ approval.

h. **“Class Counsel”** means Jason J. Thompson and Kathryn E. Milz of Sommers Schwartz, P.C.

i. **“Class List”** means the list containing each Class Member’s name and last known street address that Oakland County shall make a reasonable and good faith effort to collect from its records, based on the final excel spreadsheet, listing 346 liens, produced during settlement negotiations, and which it shall then provide to the Settlement Administrator, as described in Section 12. Class Counsel has reviewed the Class List prepared by Defendant.

j. **“Class Members”** means, collectively, the individuals falling within the Settlement Class, as described in Section 4 below.

k. **“Class Notice”** means any type of notice that has been or will be provided to the Settlement Classes pursuant to this Agreement and any additional notice that might be ordered by the Court.

l. **“Class Representative”** means Dover Glen Condominium Association, the named Plaintiff in the Litigation.

m. **“Common Benefit Fund”** means the \$940,000 fund consisting of the non-reversionary cash sum that Oakland County will pay to settle this Litigation and obtain full release of all Released Claims in favor of all Released Parties. In no event shall Oakland County be required to pay an amount in excess of the Gross Settlement Amount to fund the Common Benefit Fund (or otherwise in connection with this Settlement). The Common Benefit Fund will be controlled by the Settlement Administrator subject to the terms of this Settlement and the Court’s orders.

n. **“Court”** means the United States District Court Judge for the United States District Court for the Eastern District of Michigan presiding, or any other Judge to whom the case is reassigned.

o. **“Effective Date”** means: (i) if no objection to the Settlement was raised before the Court, the date on which the Court enters the Final Approval Order; (ii) if an objection to the Settlement was raised before the Court, the last date on which a notice of appeal from the Final Approval Order may be timely filed, assuming none is filed; (iii) if any appeal from the Final Approval Order was timely filed, the date on which all such appeals (including, *inter alia*, petitions for rehearing or re-argument, petitions for rehearing *en banc*, and petitions for certiorari or any other form of review) have been finally adjudicated, the Final Approval Order has been affirmed and can no longer be appealed or reviewed.

p. **“Eligible Class Members”** means Class Members who do not exclude themselves by submitting a valid Request for Exclusion, and complete, sign and, under penalty of perjury, has timely submitted their claim form to the Settlement Administrator.

q. **“Exclusion Deadline”** means thirty (30) calendar days after the Settlement Notice Date. The Exclusion Deadline may be extended by up to five (5) days, for a total of thirty-five (35) days, upon recommendation of the Settlement Administrator, with the Parties’ approval.

r. **“Final Approval Hearing”** means the final hearing scheduled before the Court on the question of whether the Settlement, including payment of Attorneys’ Fees and Lawsuit Costs, Settlement Administrator Fees and Costs, and Incentive Awards (all to be paid

from the Common Benefit Fund), should be finally approved as fair, reasonable and adequate as to the Class Members.

s. **“Final Approval Motion”** means the motion requesting a Final Approval Order.

t. **“Final Approval Order”** means the Court’s order granting final approval of the Settlement.

u. **“Final Settlement Payment”** means, for each Eligible Class Member, his or her individual settlement payment, to be calculated by the Settlement Administrator as described in Section 6(c) below.

v. **“Gross Settlement Amount”** means an aggregate sum not to exceed Nine Hundred Forty Thousand Dollars and 0/100 Cents (\$940,000.00), to be paid by Oakland County to fund the Common Benefit Fund. The Gross Settlement Amount covers distributions to Eligible Class Members, Settlement Administrator Fees and Costs, Incentive Awards, Attorneys’ Fees and Lawsuit Costs and any other required fees and costs under this Stipulation of Settlement. In no event shall Defendant be required to pay any amount in excess of the Gross Settlement Amount.

w. **“Incentive Award”** means the court-approved payments from the Common Benefit Fund to Class Representative Dover Glen Condominium.

x. **“Litigation”** means the putative class action complaint entitled *Dover Glen Condominium Association v. Oakland County*, Case No. 2:22-cv-11468

y. **“Net Settlement Amount”** means the remainder of the Gross Settlement Amount, which shall be used to pay the Eligible Class Member Final Settlement Payments, after deductions for Court-approved Attorneys’ Fees and Lawsuit Costs, Court-approved Incentive Award, and Court-approved Settlement Administrator Fees and Costs.

z. **“Non-bank Pool Claims”** means all other qualified claims put forth that are not considered a bank or other financial lending institution.

aa. **“Notice Package”** means, for each Class Member, the package compiled by the Settlement Administrator, which shall include the Notice and a postage-paid, pre-addressed

return envelope that the Class Member may use to submit the Claim Form or a pre-printed Request for Exclusion Form.

bb. “**Notice**” means the form of notice attached as part of Exhibit A.

cc. “**Notice Period**” means the period of time after notice is sent but before any pertinent deadlines have expired.

dd. “**Oakland County’s Counsel**” means William H. Horton and John R. Fleming of Giarmarco, Mullins & Horton, P.C.

ee. “**Parties**” means Oakland County, and the Class Representative, Dover Glen Condominium Association acting on behalf of themselves and all other similarly situated individuals.

ff. “**Preliminary Approval Date**” means the date the Preliminary Approval Order is entered by the Court.

gg. “**Preliminary Approval Motion**” means the motion requesting a Preliminary Approval Order.

hh. “**Preliminary Approval Order**” means the Court’s order preliminarily approving this Settlement.

ii. “**Qualified Claims**” means those claims that meet the criteria set forth in section 5(c) below and qualify for a Settlement Check.

jj. “**Released Claims**” means any and all claims, demands, rights, liabilities, and causes of action that were asserted in the Litigation or could have been asserted in the Litigation based on the facts alleged in the Litigation, for any and all types of relief under Michigan’s Constitution, the Fifth and Fourteenth Amendments to the United States Constitution and the common law, including without limitation claims under any legal theory for failure to pay just compensation and liquidated damages, interest, and/or penalties tied to such claims, that arose or accrued at any time during the Applicable Class Period, arising from the Class Member’s lien against the foreclosed property in which a foreclosure sale produced a surplus.

kk. “**Released Parties**” means Oakland County and any and all of Oakland

County's past, present, and future predecessors and successors in interest, and each of their collective or respective past, present, and future Commissioners, managers, employees, fiduciaries, trustees, employee retirement or benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and re-insurers of such plans), agents, insurers, re-insurers, heirs, administrators, executors, successors or predecessors in interest, and assigns, each whether acting in his or her official or individual capacity, and all persons and/or entities acting by, through, under, or in concert with any of them and any individual or entity which could be jointly liable with any of them, each whether acting in his or her official or individual capacity.

ll. **"Request for Exclusion"** means a written, signed statement that an individual Class Member has decided to opt-out and not be included in this Settlement. Requests for Exclusion must conform to the requirements described in Section 13(h). Class Members may, but need not, use the Request for Exclusion form included with the Notice Package, so long as the Request for Exclusion received satisfies such requirements.

mm. **"Settlement"** means the terms described in this Stipulation of Settlement.

nn. **"Settlement Administrator"** means Simpluris, Inc.

oo. **"Settlement Administrator Fees and Costs"** means a reasonable amount to be paid to the Settlement Administrator from the Common Benefit Fund for administering the Settlement, subject to the Court's approval and the limitations described in Section 10 below.

pp. **"Settlement Check"** means the check that each Eligible Class Member will receive, equaling the amount of that Eligible Class Member's Final Settlement Payment, to be sent by the Settlement Administrator, as described in Section 13(i).

qq. **"Settlement Class"** means the Class Members described in Section 4 below.

rr. **"Settlement Notice Date"** means twenty (21) calendar days after the Preliminary Approval Order is issued. The Settlement Notice Date may be extended by up to four (4) additional days, for a total of twenty-five (25) days, upon recommendation of the Settlement Administrator, with Parties' approval.

ss. “**Settlement Website**” means the website operated by the Settlement Administrator as described in Section 13(c).

2. **Gross Settlement Amount.** Oakland County shall pay no more than the Gross Settlement Amount of Nine Hundred Forty Thousand Dollars and 0/100 Cents (\$940,000.00) to resolve the Litigation. It is anticipated that the Gross Settlement Amount shall be allocated as follows: (a) an approximate \$622,000, which will be available to pay distributions to Eligible Class Members, Settlement Administrator Fees and Costs, and Incentive Award; and (b) up to \$318,000, which shall be available for Attorneys’ Fees and Lawsuit Costs (subject to the Court’s approval, as described in Section 8). If less than \$318,000 is awarded in Attorneys’ Fees and Lawsuit Costs, the difference shall be allocated to the Eligible Class Members (if the lesser amount of the Attorneys’ Fees and Lawsuit Costs award is finally determined prior to issuance of the Settlement Checks). Under no circumstances shall Oakland County be required to pay anything more than the Gross Settlement Amount.

3. **No Admission of Liability and No Concession as to the Merits.**

a. Defendant expressly denies that it violated the law in any manner alleged in or related to the Litigation. The Parties enter into this Stipulation of Settlement to avoid the risks, uncertainty, expense and burden of further litigation. This Settlement shall not be construed or deemed to be an admission of liability or wrongdoing on the part of Oakland County.

b. This Settlement is for settlement purposes only. This Settlement, and any negotiations, documents or proceedings related thereto (including implementation thereof), shall not be construed as, nor deemed to be evidence of, any admission or concession by any of the Parties or any other person regarding liability or the appropriateness of class treatment, and shall not be offered or received as argument or evidence in any action or proceeding by any person for any purpose whatsoever; provided, however, that this Settlement may be presented to the Court in connection with its implementation or enforcement.

c. As part of its Motion for Preliminary Approval of this Settlement, the Class Representative shall request certification of the Settlement Class for settlement purposes only.

Certification of the Settlement Class shall not constitute an admission of any kind by the Released Parties, including, without limitation, that certification of a class for trial purposes is appropriate or proper or that the Class Representative could establish any of the requisite elements for class or collective treatment of any of the claims on a contested basis. In the event that the Settlement is not finally approved or is otherwise terminated or rendered null and void, then certification of the Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class or collective for trial purposes are satisfied. In such circumstances, Oakland County expressly reserves all rights to challenge class/collective certification for any purpose and on all available grounds as if no class or collective had been certified for settlement purposes in this Litigation.

4. **Settlement Class.** The Lienholder Class (for purposes of Fed. R. Civ. Proc. 23) consists of all persons or entities identified in liens recorded with Oakland County Register of Deeds on or before the date of foreclosure where the property was subsequently sold at a tax auction for more than the amount of tax, interest, penalties and other fees then due from 2016 to June 30, 2022, being the Class List.

5. **Claim Forms**

a. Within twenty (14) calendar days of receiving the Class List, the Settlement Administrator shall send the Claim Form to the Class Members via the Notice Package. The Claim Form will be designed to collect data to assist the Settlement Administrator in processing the claims, including estimating the current balance owed on the recorded liens, the status of the underlying debt, and any payments of those debts by the class members.

b. The Claim Form will require the Class Members to:

i. Confirm that the underlying debt supporting the recorded lien has not been paid in full or otherwise or discharged, for example through bankruptcy, divorce assignment or other legal proceeding (other than the foreclosure that led to it being discharged);

ii. Disclose any payment made on the underlying debt through the present and if so, the current balance still owing;

iii. Produce any payment records on the debt, or confirm that they do not currently possess such records.

6. Claims Review Process.

a. Within twenty one (21) days of the close of the Notice Period the Settlement Administrator shall complete the Claim Qualifying and Adjusting Process for the claim forms of Eligible Class Members.

b. Eligible Class members are those class members who complete, sign under penalty of perjury and timely submit their claim forms to the Settlement Administrator. Only Eligible Class Members may receive payment of settlement benefits under this Settlement Agreement.

c. Qualified Claims: The Settlement Administrator shall assemble all timely and completed forms from Eligible Class Members to determine which claims qualify for payment of Settlement Benefits, as follows:

i. Only one claim form per property shall be qualified for payment of Settlement Benefits. If multiple claim forms are received for the same property based on the same lien, only one shall qualify for payment and only for the amount approved.

ii. If multiple claim forms are received on the same property from different recorded lienholders, the claim based on the earliest date recorded lien will be eligible for payment from the Fund.

iii. All claims relating to later-in-time recorded liens shall be excluded from payment and ineligible to receive payment from the Common Benefit Fund.

The claims remaining after the above qualifications process shall constitute the Qualified Claims.

d. Separating Claims: The Settlement Administrator will review all Qualified Claims and separate them based on the nature of the lienholder.

i. Bank or other financial lending institution liens shall be grouped together and processed as the “Bank Pool Claims”

ii. All other liens shall be grouped together and processed as “Non-bank Pool Claims”

7. **Determining Eligible Class Member Final Settlement Payments.**

a. All Class Members, other than those who timely and properly elect not to participate in the Settlement by submitting a Request for Exclusion, will be Eligible Class Members and bound by the Stipulation of Settlement, including its release of claims, and entitled to receive a Settlement Payment.

b. The Settlement Administrator shall, if possible, compare all claim amounts to the specific underlying recorded liens to determine whether the claim value, before any reduction for payment provided with the claim (if any exist) is applied, and recorded lien amount match. If the claim amount is higher than the recorded lien amount, the recorded lien amount shall control and be used in calculating final payment amounts.

c. Each Eligible Class Member’s Settlement Payment shall be calculated according to which category their Qualified Claim falls under as follows:

i. The Settlement Administrator shall reduce all Bank Pool Claims that include payment records, or otherwise indicate any payment amount was made on the underlying debt amount and reduce the stated value of the claim by 50%.

ii. The Settlement Administrator shall for any Bank Pool Claims not accompanied by any payment records or do not otherwise indicate any payment amount was made on the underlying debt amount, reduce the value of the claim to 5% of the stated value of the claim.

iii. The Settlement Administrator shall reduce all Non-Bank Pool Claims in excess of \$25,000 to 50% of the stated value of the claim.

- iv. The Settlement Administrator shall reduce all other Non-Bank Pool Claims to 75% of the state value of the claim.
- d. The Settlement Administrator shall calculate each Eligible Class Member's Final Settlement Payment using the Adjusted Payment Value Formula.
 - i. Specifically, the Settlement Administrator shall divide each Eligible Class Member's Adjusted Payment Value by the total amount of all Eligible Class Members' Adjusted Payment Values.
 - ii. The Settlement Administrator shall then multiply the pro rata amount by the Net Settlement Fund (the Common Benefit Fund minus all court approved deductions, including settlement administration expenses, class counsel attorneys' fees and costs and class representative incentive award). The resulting amount shall be the Settlement Benefit Payment Amount for each Eligible Class Member.
- e. Upon receiving a copy of the Final Approval Order the Settlement Administrator shall calculate the Eligible Class Member Final Settlement Payments from the Net Settlement Amount.
- f. The Settlement Administrator shall provide its calculations of the Final Settlement Payments to Class Counsel and to Oakland County's Counsel as soon as reasonably practicable. Class Counsel and/or Oakland County's Counsel shall have seven (7) calendar days from receipt to review, verify, and comment on the calculations provided by the Settlement Administrator. The Settlement Administrator shall review any comments received from Class Counsel and/or Oakland County's Counsel and shall finalize the Final Settlement Payments as soon as commercially reasonable after receipt of such comments, but no later than 21 days after the Effective Date.
- g. The Settlement Administrator shall mail the Settlement Checks to each Eligible Class Member in accordance with Section 13(i), as soon as commercially practicable after

the Effective Date.

8. **Funding the Common Benefit Fund.**

a. No later than ten (10) calendar days after notice of entry of the Preliminary Approval Order, or as soon thereafter as is commercially reasonable to comply with the Settlement Administrator's instructions, Oakland County shall deposit an initial sum of \$15,000 into the Common Benefit Fund to cover initial anticipated Settlement Administrator notice and administrative costs, including mailing of the Notice Package to the Class Members with the balance to be paid upon the Effective Date.

b. If there are no objections, Oakland County shall deposit the remainder of the Gross Settlement Amount into the Common Benefit Fund to cover the Eligible Class Member Final Settlement Payments, Attorneys' Fees and Lawsuit Costs, Incentive Awards, and the Settlement Administrator's Fees and Costs immediately following the Effective Date.

9. **Attorneys' Fees and Lawsuit Costs.**

a. Class Counsel shall move for Court approval of Attorneys' Fees and Lawsuit Costs of the \$940,000 common fund, and to be based on a percentage calculation, with the standard percentage of one-third (1/3) of the Common Benefit Fund being applied. Defendant, Oakland County, shall not respond to the Motion filed by Plaintiffs' Attorneys for Fees and Lawsuit Costs and shall leave the matter to the discretion of the Court. Any Attorneys' Fees and Lawsuit Costs approved by the Court shall be payable solely from the Common Benefit Fund. Pursuant to FRCP 23(h), The Class Representative shall move for Court approval of Class Counsel's Attorneys' Fees and Lawsuit Costs. The Attorneys' Fees and Lawsuit Costs awarded to Class Counsel shall be at the sole discretion of the Court and this Settlement is not contingent upon the Court's approval of such Attorneys' Fees and Lawsuit Costs.

10. The Settlement Administrator shall pay Attorneys' Fees and Lawsuit Costs awarded by the Court to Class Counsel from the Common Benefit Fund no later than three (3) calendar days after the Effective Date. The Settlement Administrator will pay to Sommers Schwartz, P.C., the awarded Attorneys' Fees and Lawsuit Costs, and Sommers Schwartz, P.C.. Sommers Schwartz, P.C., will provide a completed Form W-9 to the Settlement Administrator

11. **Incentive Award.**

a. Class Counsel shall move for Court approval of an Incentive Award to the Class Representative, Dover Glen Condominium, in the amount of Two Thousand, Five Hundred Dollars and 0/100 Cents (\$2,500). The Incentive Award shall be at the sole discretion of the Court, and this Settlement is not contingent upon the Court's approval of the Incentive Award.

b. Any Incentive Award approved by the Court shall be payable solely from the Common Benefit Fund.

c. Any Incentive Award approved by the Court shall be in addition to the Final Settlement Payments otherwise owed to such Class Representative. The Settlement Administrator shall pay the Incentive Award from the Common Benefit Fund no later than three (3) calendar days after the Effective Date.

d. Any portion of the Incentive Award not approved by the Court shall be distributed in accordance with the terms of this Stipulation of Settlement.

12. **Settlement Administrator.**

a. The Parties have jointly selected and agreed on the Settlement Administrator, who shall serve as the administrator of the Settlement and perform the services described in this Stipulation of Settlement and any other services mutually agreed to by the Parties.

b. The Parties, through their counsel, shall cooperate in good faith to resolve any disputes regarding the Settlement Administrator's ability or need to perform certain duties under this Stipulation of Settlement, and any unresolved disputes regarding the Settlement Administrator's work – including class member eligibility or the allocation of settlement benefits – will be presented to the mediator, Robbie Barr, for final resolution. The Settlement

Administrator shall create the Notice Form and other needed documentation, using the attachments to this Stipulation of Settlement and records provided by Oakland County, in accordance with this Stipulation of Settlement and orders of the Court.

c. Oakland County shall provide the Settlement Administrator with the Class List in order for the Settlement Administrator to perform its duties.

d. The Settlement Administrator shall provide regular reports to the Parties' counsel regarding the status of the mailing of the Notice Package to Class Members, the claims administration process and the distribution of Eligible Class Member Final Settlement Payments, provided.

e. The Settlement Administrator shall be paid its reasonable and actual fees and costs from the Common Benefit Fund, which fees and costs shall at the outset approximately be \$15,000 with the final determination to be calculated upon the Effective date and subject to approval by the Court. The Settlement Administrator's fees and costs approved by the Court shall be paid to the Settlement Administrator no later than ten (10) calendar days after the Effective Date.

13. **Notices Mandated by Statute.**

a. No later than ten (10) calendar days after the date on which the preliminary approval order is entered the Parties shall prepare and mail notices of the Settlement to all "Appropriate Federal Officials" and "Appropriate State Officials," as required by 28 U.S.C. § 1715, the Class Action Fairness Act ("CAFA").

14. **Information to Be Provided by Oakland County.**

a. Oakland County shall work cooperatively and in good faith with Class Counsel and the Settlement Administrator to facilitate the notice and claims process.

b. No later than ten (10) calendar days after the Preliminary Approval Date, Oakland County shall provide to the Settlement Administrator a Class List containing each Class Member's name and last known street address, address of the property the lien is against and Parcel

Identification Number of said property.

c. The Settlement Administrator shall monitor the website, phones and otherwise respond to general Class Member inquiries, although those seeking legal counsel regarding the Settlement shall be referred to Class Counsel.

15. **Notice Process.**

a. **Form of Notice.** The Notice provided to each Class Member (substantially in the form of the attached Exhibit A) shall inform him/her of the Settlement; the claims he/she is releasing by participating in the Settlement; his/her right to opt out of the Settlement completely by submitting a Request for Exclusion; the claim review process to determine if they have a Qualified Claim and to which pool of claims their claim belongs; the formula that will be used to calculate the payment amounts of the Qualified Claims under the Settlement.. The Notice will explain that the eventual Final Settlement Payment will be a proportionate share of the Common Benefit Fund, as determined by the Settlement Administrator pursuant to a formula and based on a number of factors.

b. **Sending the Notice Package.**

i. Within ten (14) calendar days of receiving the Class List, the Settlement Administrator, to the extent contact information is available, shall send the Notice, the Claim Form, the Request for Exclusion and a postage-paid pre-addressed return envelope, (which the Class Member may use to submit either form to the Settlement Administrator by first class mail) to each Class Member that has been identified.

ii. The Settlement Administrator shall also simultaneously email a copy of the Notice to each Class Member to the extent an email address is available for that Class Member.

iii. Class Members may also submit a Claim Form or Request for Exclusion to the Administrator via facsimile or email.

c. **Website.** In addition to sending the Notice, as described in Sections 13(a) and 13(b), the Parties agree that the Settlement Administrator shall post links to a general Notice

on a website, which shall remain active until the Settlement Checks are initially issued following the Effective Date. Other than the Notice specified in this Stipulation of Settlement, no individual will be sent messages or advertisements regarding the website.

d. **Claims-Made Process.** The proceeds of the Net Settlement Amount shall be disbursed to Eligible Class Members (i.e., Class Members who do not exclude themselves by submitting a Request for Exclusion, as described in Section 13(h) and who have met the criteria set forth in section 5(c)). Eligible Class Members must submit a claim form to receive the proceeds from this Settlement.

e. **Returned Notice Packages.** If a Class Member's Notice Package is returned with a forwarding address, the Settlement Administrator shall promptly re-mail the Notice Package to the forwarding address. If a Class Member's Notice Package is returned without a forwarding address (or if no mailing or email address was originally made available to the Settlement Administrator), the Settlement Administrator shall use commercially standard and reasonable methods to determine, if feasible, the Class Member's current address, including by calling the Class Member if a telephone number is available. If a new address is obtained, the Settlement Administrator shall promptly re-mail the Notice Package to the Class Member. Any Class Member whose Notice Package is re-mailed shall have the remainder of the thirty (30) calendar days in the Notice Period or twenty (20) calendar days after the re-mailing of the Notice Package, whichever is longer, to submit a Request for Exclusion. No Notice Packages shall be mailed after the Notice Period expires, unless otherwise agreed by the Parties or ordered by the Court.

f. **Declaration of Settlement Administrator.** The Parties shall provide to the Court with the Final Approval Motion, a declaration by the Settlement Administrator detailing its due diligence and summarizing proof of mailing and/or emailing with regard to the Notice. The declaration shall also identify the number of Requests for Exclusion and any objections received.

g. **Objecting to the Settlement.** Class Members may object to the Settlement by following the instructions described in the Notice. To be valid, (i) an objection must be mailed

to and postmarked or otherwise received by the Settlement Administrator (via facsimile or email) no later than thirty (30) calendar days after the initial mailing of the Notice Packages or, if a Notice Package is re-mailed, as to the Class Member receiving the re-mailing, no later than the remainder of the thirty (30) calendar days (from initial mailing) or twenty (20) calendar days after the re-mailing of the Notice Package, whichever is longer, (ii) must identify the Class Member on whose behalf it is submitted, and (iii) must be signed by the Class Member. Class Members who submit a valid Request for Exclusion, and any other persons who do not meet the definition of the Settlement Classes, do not have standing to object to the Settlement. The Settlement Administrator shall send to the Parties' counsel copies of all objections no later than two (2) business days after their receipt, and Class Counsel shall file such objections with the Court in connection with the Final Approval Motion.

h. **Exclusions from the Settlement.** Class Members may exclude themselves from the Settlement by submitting a Request for Exclusion to the Settlement Administrator by following the procedures set forth below for opting out.

i. Any Class Member who chooses to opt-out of the Settlement as set forth in this Stipulation of Settlement must submit a written, signed statement to the Settlement Administrator by first-class United States mail (postage prepaid), facsimile or email that: (1) includes his or her name, address, and telephone number; and (2) unconditionally states an intention to opt-out out of the Settlement, such as: "I request exclusion from the Oakland County Surplus Retention Class Action Settlement."

ii. To be effective, a Request for Exclusion must be postmarked or otherwise received by the Settlement Administrator within the Notice Period. Requests for Exclusion that are not postmarked or otherwise received by the Settlement Administrator within the Notice Period are null and void, unless otherwise agreed to in writing by Oakland County. It is the responsibility of the individual submitting the Request for Exclusion to retain a copy of the Request for Exclusion and proof of timely submission.

iii. The Settlement Administrator will stamp the postmark date or date

received on the original of each Request for Exclusion that it receives. The Settlement Administrator shall also send copies of all Requests for Exclusion to Class Counsel and Oakland County's Counsel no later than two (2) business days after their receipt.

iv. Within five (5) days following the end of the Notice Period, the Settlement Administrator shall send a final list of all Requests for Exclusion to Class Counsel and Oakland County's Counsel by email. The Settlement Administrator will retain the stamped originals of all Requests for Exclusion and originals of all envelopes accompanying Requests for Exclusion in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Stipulation of Settlement.

i. **Payments to Eligible Class Members.**

i. Within twenty-one (21) days following the Effective Date, the Settlement Administrator shall calculate the Final Settlement Payments for the Eligible Class Members, as described in Section 6, or as soon as reasonably practicable

ii. Within twenty-one (21) days following the Effective Date, the Settlement Administrator shall mail to each Eligible Class Member his or her Settlement Check, as described in Sections 6 and 13(i), or as soon as reasonably practicable. The check shall be drawn upon the Common Benefit Fund's bank account and shall equal the Eligible Class Member's Final Settlement Payment.

iii. Unless the Settlement Administrator has received updated contact information during the Notice Period, the Settlement Checks issued pursuant to this Section shall be mailed by the Settlement Administrator to the Eligible Class Member at the address to which the Notice Package was sent. If an Eligible Class Member's Settlement Check is returned with a forwarding address, the Settlement Administrator shall promptly issue a stop payment order on the original check, issue a new check in the same amount, and promptly mail the new Settlement Check to the forwarding address. If an Eligible Class Member's Settlement Check is returned without a forwarding address, the Settlement Administrator shall promptly issue a stop payment order on the original check and shall promptly seek to determine the Eligible Class Member's

current address (including by performing, if needed, a standard Level 2 Skip Trace in the manner that the Settlement Administrator customarily performs skip traces). If a new address is obtained, the Settlement Administrator shall issue a new Settlement Check in the same amount, and promptly mail the new Settlement Check to the Class Member. If a new address is not obtained through a standard Level 2 skip tracing (or any other reasonable or customary methods available to the Settlement Administrator, such as telephoning or emailing the Eligible Class Member), no further effort need be taken to issue the Settlement Check to such Eligible Class Member. For Class Members whose Settlement Checks are re-issued, the 180-day period during which Eligible Class Members must cash their Settlement Checks will run from the date that appears on the new check. No Settlement Check shall be re-issued more than 180 calendar days after the date of the first check to that Eligible Class Member, absent Oakland County's consent.

iv. If a Eligible Class Member reports that his or her Settlement Check was lost, stolen, or undelivered, the Settlement Administrator shall promptly issue a stop payment order on the original check if it has not already been cashed and, after investigating, if appropriate (e.g., the check was not already cashed), issue a new Settlement Check to such Eligible Class Member.

v. Each Settlement Check shall expire one hundred and eighty (180) calendar days after it is dated.

vi. The Settlement Administrator shall provide regular reports to Oakland County's Counsel and Class Counsel regarding all checks mailed and cashed, and the dates thereof.

j. **Cy Pres Award.** All funds remaining from uncashed Settlement Checks or other residual funds shall constitute the Cy Pres Award. The Cy Pres Award shall be paid to the Cy Pres Recipient, Oakland Livingston Human Services Association, by the Settlement Administrator upon exhaustion of the 180 day expiration date an Eligible Class Member has for cashing their Settlement Check.

k. Eligible Class Members' and Class Counsel's Responsibility for Payment of Taxes.

i. Should any taxing authority determine that any taxes are payable for the payments made to any Eligible Class Member under this Settlement, such Eligible Class Member shall be solely responsible for the payment of those taxes, plus applicable interest and any penalties.

ii. Any amounts paid from the Common Benefit Fund will be reported, if required, to the IRS on IRS Form 1099-MISC.

iii. Class Counsel agrees that it shall be solely responsible for the payment of any and all taxes due as a result of Class Counsel's receipt of all or any part of the payment made for Attorneys' Fees and Lawsuit Costs under this Settlement.

16. Release.

a. By operation of entry of the Final Approval Order, upon the Effective Date, all Eligible Class Members shall have, forever, finally and fully released the Released Parties as to all of the Released Claims.

b. Except as provided in Section 8, Class Counsel and the Class Representatives, on behalf of the Eligible Class Members individually and collectively, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that he, she or they may have against the Released Parties for attorneys' fees or costs associated with Class Counsel's representation in the Litigation. Class Counsel further understand and agree that Class Counsel's Attorneys' Fees and Lawsuit Costs, as ultimately set by the Court (or any appellate court) will be the full, final and complete payment of all attorneys' fees, expenses and costs associated with Class Counsel's representation in the Litigation.

17. Settlement Contingent on Court Approval.

a. This Stipulation of Settlement is contingent upon the Court's approval of the Settlement. If the Court does not grant preliminary approval or final approval of the Settlement or the Effective Date does not occur, this Stipulation of Settlement may be voided at any Party's

option, in which case this Stipulation of Settlement (including its Exhibits) will become null and void, and shall not be used for any purpose, including without limitation, in connection with the Litigation or any other lawsuit, administrative or other legal proceeding, claim, investigation, or complaint. In such an event, the Parties shall resume the Litigation. The Parties shall meet and confer in good faith either in person or remotely, for a period of no less than fifteen (15) days, regarding potential alternative solutions before any Party voids the Settlement.

b. In the event this Settlement is so voided:

i. The Litigation will proceed as if no settlement had been attempted and as if the Litigation had not been consolidated. In that event, any classes/collectives certified for purposes of settlement shall be decertified, and Defendant shall retain the right to assert all applicable defenses and challenge all claims and allegations, including, but not limited to, contesting whether the Litigation should be maintained as class or collective action and contesting the merits of the claims being asserted by the Plaintiffs in the Litigation. Class Members retain the right to assert all applicable claims and allegations in the ongoing action.

ii. If the Settlement Administrator has already sent notice to the Class Members, the Settlement Administrator shall provide notice to Class Members that the Settlement did not receive final approval and that, as a result, no payments will be made to Eligible Class Members under the Settlement. Such notice shall be mailed and emailed to the Class Members using the addresses used by the Settlement Administrator in sending the Notice, and the cost of such notice shall be shared by the Parties. The Parties, in that circumstance, shall agree on appropriate notification language, with any disputes resolved by the Court.

iii. If and to the extent Oakland County has funded, in whole or in part, the Common Benefit Fund, all such funds shall be immediately refunded to Oakland County, less the amount needed to pay Oakland County's portion of the Settlement Administrator's actual fees and costs incurred to such date.

18. **Mutual Full Cooperation.**

a. The parties will seek court approval of the Settlement Agreement in this

case as soon as reasonably possible, notwithstanding any events that may delay completion of this Settlement Agreement or filing of motion for approval in the related homeowner cases. Those events or delays will not cause delay in effectuating this settlement.

b. The Parties will work in good faith with each other and the Settlement Administrator to effectuate the terms of this Stipulation of Settlement, including but not limited to, preparing and executing documents necessary to implement this Stipulation of Settlement, preparing and filing a Preliminary Approval Motion, obtaining the Court's preliminary and final approval of this Stipulation of Settlement, obtaining conditional and final certification of the Settlement Classes and the appointment of Class Counsel, and defending this Stipulation of Settlement from any legal challenge.

19. **Computing Time.** All events and deadlines referenced herein shall be computed in accordance with Rule 6 of the Federal Rules of Civil Procedure.

20. **Retention of Jurisdiction.** The Court shall retain jurisdiction to implement and oversee the Settlement.

21. **Complete Agreement.** No representation, promise, or inducement has been offered or made to induce any Party to enter into this Stipulation of Settlement, which contains the entire, complete, and integrated statement of all settlement terms and supersedes all previous oral or written agreements. This Stipulation of Settlement may not be amended or modified except by a writing signed by the Parties' authorized representatives.

22. **Knowing and Voluntary Agreement.** The Parties enter into this Stipulation of Settlement knowingly, voluntarily, and with full knowledge of its significance. The Parties have not been coerced, threatened, or intimidated into signing this Stipulation of Settlement and have consulted with legal counsel regarding the Stipulation of Settlement.

23. **Notifications and Communications.** Any notifications or communications made in connection with this Stipulation of Settlement shall be sent to the Parties at the addresses of their respective counsel as follows:

For the Class Representatives and Class Members:

Jason J. Thompson, jthompson@sommerspc.com
SOMMERS SCHWARTZ, P.C.
One Town Square, Suite 1700
Southfield, Michigan 48076
Telephone: (248) 355-0300
Facsimile: (248) 436-8453

Kathryn E. Milz, kmilz@sommerspc.com
SOMMERS SCHWARTZ, P.C.
One Town Square, Suite 1700
Southfield, Michigan 48076
Telephone: (248) 355-0300
Facsimile: (248) 436-8453

For Defendant:

Bill Horton, bhorton@gmhlaw.com
GIAMARCO, MULLINS & HORTON, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, MI 48084
Telephone: (248) 457-7109
Facsimile: (248) 404-6354

John R. Fleming, jfleming@gmhlaw.com
GIAMARCO, MULLINS & HORTON, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, MI 48084
Telephone: (248) 457-7109
Facsimile: (248) 404-6354

24. **Severability.** If any part of this Stipulation of Settlement is found to be illegal, invalid, inoperative or unenforceable in law or equity, such finding shall not affect the validity of any other part of this Stipulation of Settlement (except the releases), which shall be construed, reformed and enforced to effect the purposes thereof to the fullest extent permitted by law.

25. **Captions and Interpretations.** Section or paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit,

extend, or describe the scope of this Stipulation of Settlement or any provision hereof. Each term of this Stipulation of Settlement is contractual and not merely a recital.

26. **Binding on Assigns.** This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

27. **Enforcement of Settlement; Stipulation and Governing Law.** This Stipulation of Settlement will be governed by Michigan law. The Parties agree to submit to the jurisdiction of the Court for all proceedings, including the entry of final judgment and enforcement of this Stipulation of Settlement.

28. **Stipulation of Settlement Form and Construction.**

a. The terms and conditions of this Stipulation of Settlement are the result of lengthy, carefully considered, arm's-length negotiations between the Parties and this Stipulation of Settlement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Stipulation of Settlement.

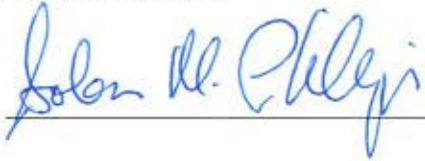
b. This Stipulation of Settlement may be executed in electronic counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one binding Stipulation of Settlement.

c. This Stipulation of Settlement shall be construed and interpreted to effectuate the intent of the Parties, which is to provide, through this Settlement, for a complete resolution of the Litigation.

29. **Parties' Authority.** The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto and the Class Members (subject to Court approval) to the terms and conditions thereof.


DATE: July 12, 2022

OAKLAND COUNTY

BY: 

ITS: Corporation Counsel

DATED: July 8, 2022


Linda Rose
DOVER GLEN CONDOMINIUM ASSOCIATION,
individually and as proposed class representative

APPROVED AS TO FORM:

Proposed Class Counsel:

DATED: July 12, 2022

Sommers Schwartz, P.C.

Jason J. Thompson

By: 

Oakland County:

DATED: July 12, 2022

Giamarco, Mullins & Horton, P.C.

William Horton


By: 

Exhibit A

THIS NOTICE MAY AFFECT YOUR RIGHTS; PLEASE READ IT CAREFULLY

A Court authorized this Notice.¹ This is not a solicitation. This does not involve a lawsuit against you. However, these proceedings affect your legal rights.

If you, or your agent, recorded a lien against real estate located in Oakland County that was later foreclosed and sold for more than the tax and other costs due between the years of 2016 and June 30, 2022 please read this Notice as it affects your rights.

The proposed settlement classes include all persons or entities identified in liens recorded with Oakland County Register of Deeds on or before the date of foreclosure on properties located in Oakland County for which a surplus was created from foreclosure sales from 2016 to 2019.

You are receiving this Notice because records indicate that you had filed a lien against property located in Oakland County and sold in a foreclosure sale sometime between 2016 and 2019 and, therefore, may be eligible to participate in this Settlement.

THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN HAS PRELIMINARILY APPROVED THIS SETTLEMENT

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

| | |
|---------------------------------------|---|
| SUBMIT CLAIM FORM; GET PAYMENT | To participate in this Settlement and receive a Settlement Check, you must submit a claim form. Once the exact size of the Settlement Class is known and any updated information is received, and provided the Settlement is finally approved, the Settlement Administrator will calculate and issue Settlement Checks to all Eligible Class Members who do not request exclusion. Class Members who do not request exclusion will release all Released Claims. In addition, Class Members who cash their Settlement Checks will release all Released Claims. Settlement Checks will be issued to current addresses on file, subject to any updated address information received. |
| EXCLUDE YOURSELF | Get no payment; but give up no rights. See Section VI below for instructions. |
| OBJECT OR GO TO HEARING | Write to the Court, or ask to be heard in Court (at the Final Approval Hearing), about why you don't like the Settlement or any other comments (positive or negative) you have about the Settlement. See Section VII below for instructions. |

For more information visit [\[website address\]](#) or call toll-free 1-888-369-3780.

WHY SHOULD I READ THIS NOTICE?

The purpose of this Notice is to inform you that your rights may be affected by settlement proceedings in a class action lawsuit pending in the United States District Court for the Eastern District of Michigan. This Notice is provided by order of the Court and summarizes essential information concerning the Settlement and your potential rights.

¹ All initial capitalized terms are defined in the Stipulation of Settlement, available at [\[website address\]](#).

WHAT IS THE LAWSUIT ABOUT?

This lawsuit began on June 8, 2015 when Rafaeli, LLC and Andre Ohanessian filed a lawsuit in the State of Michigan in the Sixth Circuit for the County of Oakland titled, *Rafaeli, et al., v. Oakland County*, Case No. 2015-147429-CZ.

The Litigation primarily involves allegations that Oakland County foreclosed on properties in order to satisfy outstanding unpaid property taxes. After foreclosure, the County sold the property for more than was due and kept the surplus proceeds. The Michigan Supreme Court subsequently determined that the retention of the surplus proceeds resulted in a violation of the Michigan Constitution. Oakland County strongly denies the Plaintiffs' allegations, and contends that it fully complied with the law.

You are a part of this Settlement as a third party. But for the foreclosure, your lien would still be active and not discharged as a result of the foreclosure and subsequent sale. This Settlement resolves any claim that Oakland County unlawfully extinguished the liens.

The Parties have now reached a Settlement and the Court has preliminarily approved the Settlement. The Settlement does not constitute an admission of liability by Oakland County or any of the parties who will be released, nor does the Settlement constitute a finding of liability by the Court, which has not yet ruled, one way or the other, on the merits of the Class Representatives' claims.

WHY AM I RECEIVING THIS NOTICE?

You are receiving this notice because information collected by Oakland County indicates that you had a lien on property located in Oakland County that was later foreclosed extinguishing the loan and the property sold in a foreclosure sale between 2016-2019 for more than was due in taxes and other costs. Accordingly, the Parties agree that you may be a Class Member eligible to participate in the Settlement.

WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?

The following is only a summary of the Settlement. In the event that there are any conflicts between this notice and the Stipulation of Settlement, the terms of the Stipulation of Settlement shall govern. The Court has granted preliminary approval to the Settlement and conditionally certified the Settlement Class.

For purposes of the Settlement, and without admitting any liability, Oakland County has agreed to provide monetary consideration to Class Members who do not request exclusion from the Settlement. If you are a Class Member and the Settlement receives final approval from the Court and you have submitted your claim form and you do not exclude yourself from the Settlement, then you will be eligible to receive such benefits, if any, for which you may qualify.

In exchange for the Class Representative and the Class Members' release of claims against Oakland County and the other parties to be released by the Settlement, Oakland County will pay up to Nine Hundred Forty Thousand Dollars and 0/100 Cents (\$940,000.00). After Attorneys' Fees and Lawsuit Costs, Settlement Administrator Fees and Costs and an Incentive Payment are deducted (all as specified in more detail in the Stipulation of Settlement), the remaining funds (the "Net Settlement Amount") (approximately \$629,800) will be distributed to Class Members who do not timely request to be excluded from the Settlement (each of whom is called a Eligible Class Member). The amount of each Eligible Class Member's settlement payment will be a proportionate share of the Net Settlement Amount based on the amount of their remaining underlying lien on the property.

In exchange for the benefits described above, Class Members who do not exclude themselves from the Settlement will be deemed to have given a complete release of all Released Claims (regardless of

whether they actually cash the check issued pursuant to this Settlement). If the Court grants final approval of the Settlement, the Court will enter a final judgment and dismiss all such claims with prejudice. Additionally, Class Members who cash their Settlement Checks will also be deemed to have opted into this Settlement (i.e., opted into the pending lawsuit) and released the Released Claims.

The claims to be released, in general, include any claims arising out of Class Members' liens against property in Oakland County that was foreclosed and sold by Oakland County for a surplus between 2016 and June 30, 2022, that were asserted in the Litigation or could have been asserted in the Litigation based on the facts alleged in the Litigation, arose or accrued at any time from the beginning of the relevant statute of limitations period through [Preliminary Approval Date].

The Settlement has not yet been granted final approval by the Court. Final approval will take place only after a Final Approval Hearing, at which Class Members who have not requested exclusion will have an opportunity to comment on the Settlement.

HOW DO I PARTICIPATE IN THE SETTLEMENT?

To participate in this Settlement and receive your share of the Final Settlement Amount, **you must submit a claim form**. If you do not submit a timely and valid claim form you will be deemed to have excluded yourself from the terms of the Stipulation of Settlement.

If the Settlement is approved, your payment will be mailed to the address to which this notice was sent. **If your mailing address changes, please inform the Settlement Administrator and/or Class Counsel.**

CAN I EXCLUDE MYSELF (OR "OPT OUT") OF THE SETTLEMENT?

If you wish to exclude yourself (or opt out) from the Settlement, you must submit a letter requesting exclusion. To be valid, your Request for Exclusion must: (i) contain your name and address; (ii) clearly state that you request to be excluded from the Oakland County Surplus Retention class action settlement; (iii) be postmarked on or before [date 30 days from mailing of notice]; and (iv) be mailed, faxed or emailed to:

Dover Glen Condominium Association v. Oakland County
Case No. 2:22-cv-11468
Care of Simpluris
P.O. Box 26170
Santa Anna, CA 92799

A form Request for Exclusion is attached to the end of this Notice, and a prepaid, pre-addressed envelope is enclosed with this Notice. Please only fill out and send in the Request for Exclusion if you wish to be excluded. If you submit a timely and valid Request for Exclusion, you will not be bound by the Settlement and you will not be eligible to participate in the potential benefits under the Settlement. Moreover, if you opt out, you will not be entitled to object to the Settlement or to appear and be heard at the Final Approval Hearing.

CAN I OBJECT TO THE CLASS SETTLEMENT?

The Court has scheduled a Final Approval Hearing on [insert], in the United States District Court for the Eastern District of Michigan, which is located at [address], to hear evidence and testimony regarding whether the proposed Settlement should be finally approved. The hearing will begin at [insert] a.m. Eastern

Time. The Court may reschedule the time and date of the hearing without further notice to the Settlement Class.

If you are a Class Member, and you do not timely submit a valid Request for Exclusion, then you may, at your own expense, appear at the Final Approval Hearing and/or file a written statement commenting on or objecting to the proposed Settlement. If you wish to object to the Settlement, you must submit a valid objection. To be valid, your objection must: (i) contain your name and address; (ii) contain a statement of your objections to the Oakland County Surplus Retention class action settlement; (iii) contain a statement advising if you plan to seek permission to address the Court at the Final Approval Hearing, and any legal briefs, papers or memoranda you propose to submit to the Court; (iv) be postmarked on or before the [date 30 days from mailing of notice OR use applicable later date for re-mailed notice packets]; and (v) be mailed to:

Dover Glen Condominium Association v. Oakland County
Case No. 2:22-cv-11468
Care of Simpluris
P.O. Box 26170
Santa Anna, CA 92799

If you fail to timely submit a valid objection, either in writing or in person at the Final Approval Hearing, you will be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

WHO REPRESENTS THE SETTLEMENT CLASS?

The attorneys for the Settlement Class in the Litigation are Jason J. Thompson and Kathryn E. Milz of Sommers Schwartz, P.C.

Class Counsel's contact information is as follows:

Kathryn E. Milz
kmilz@sommerspc.com
SOMMERS SCHWARTZ, P.C.
One Town Square, Suite 1700
Southfield, Michigan 48076
Telephone: (248) 355-0300
Facsimile: (248) 436-8453

WILL I HAVE TO PAY CLASS COUNSEL'S ATTORNEYS FEES AND COSTS?

You do not need to pay any portion of Class Counsel's attorneys' fees and costs. In connection with the Final Approval Hearing on [insert date], Class Counsel will make a request to the Court for an award of Attorneys' Fees and Lawsuit Costs of approximately \$310,200. The request for Attorneys' Fees and Lawsuit Costs is subject to Court approval. Any amount awarded by the Court will be paid from the Final Settlement Amount and any amount not awarded will revert back to the Settlement Class and be divided as provided in the Stipulation of Settlement. Your estimated award assumes that the full amount will be requested and awarded.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This notice is intended only to provide a summary of the circumstances surrounding the Litigation, the terms of the Settlement, and your rights. You may seek the advice and guidance of your own private attorney, at your own expense, if you desire. For more detailed information, you may review the pleadings, records, and other papers on file in the Litigation, which may be inspected during regular business hours at the **United States District Courthouse**, located at **[address]**. **PLEASE DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.**

If you have any questions about this notice, please contact the Settlement Administrator and ask about the Oakland County Lien Class Action Settlement: Simpluris, P.O. Box 26170, Santa Anna, CA 92799, 1-888-369-3780.

CLAIM FORM

INSTRUCTIONS REGARDING CLAIM FORM AND RELEASE

YOU MUST COMPLETE, SIGN, AND MAIL (OR FAX) THIS FORM (“CLAIM FORM”) BY FIRST-CLASS U.S. MAIL, POSTAGE PREPAID, OR BY E-MAIL OR FACSIMILE ON OR BEFORE **[90 DAYS FROM MAILING]**, ADDRESSED AS FOLLOWS, IN ORDER TO SHARE IN THE PAYMENT FROM THE SETTLEMENT.

MAIL, E-MAIL OR FAX TO:

Dover Glen Condominium Association v. Oakland County
Case No. 2:22-cv-11468
Care of Simpluris
P.O. Box 26170
Santa Anna, CA 92799
1-888-369-3780

1. Please complete and sign this Claim Form and Release and mail (in the prepaid postage return envelope), e-mail or fax it to the addresses or facsimile number listed above in order to be eligible for payment from the Settlement.
2. If your address has changed, please provide your new address to Settlement Administrator.

CLAIM FORM AND RELEASE

Dover Glen Condominium Association v. Oakland County,

CASE NO. 2:22-cv-11468

United States District Court Eastern District of Michigan Southern Division

1.. Please answer the following questions in order to determine the validity of your claim and the outstanding lien amount.

a. Are you, or the debt for which the lien was recorded owed to, a bank or other financial lending institution:

b. What is the address of the property the lien was placed on:

c. What is the Parcel Identification Number of the property the lien was placed on if known:

c. What was the initial lien amount against the property:

d. Disclose any and all payments on the underlying debt through the present date:

e. Has the lien been paid in full:

f. Please state the current balance still owing on the debt:

g. Has the underlying debt, (or lien) been discharged by some other means that the foreclosure this Litigation refers to (i.e., bankruptcy, divorce, assignment, or other legal proceeding):

h. Do you have any payment records on the debt, or confirm that they do not exist or are currently not in your possession? (If so, please attach or include if possible):

2. I swear under penalty of perjury to the best of my knowledge that the answers I have provided are true and complete and I agree to submit to the jurisdiction of the XXXX Court for purposes of this litigation and enforcement of this settlement. I acknowledge that I am bound by and subject to the terms of any judgment that may be entered in this litigation.

Signature: _____

Printed Name: _____

Street Address: _____

City, State, Zip: _____

Telephone No.: _____

Email Address: _____

3. By signing and submitting this Claim Form and Release, I hereby release and discharge Oakland County and any of each of its former and present parents, subsidiaries and affiliates, whatever their current former legal names or legal entity status any of each of their respective current and former officers, directors, employees, partners, members, shareholders and agents, and any other successors, assigns or legal representatives (“Settlement Class Members’ Released Parties” or “Released Parties”) from any and all claims, obligations, demands, actions, rights, causes of action and liabilities of whatever kind and nature, character and description, whether known or unknown, and whether anticipated or unanticipated, including unknown claims, for any and all types of relief under Michigan’s Constitution, the Fifth and Fourteenth Amendments to the United States Constitution and the common law, including without limitation claims under any legal theory for failure to pay just compensation and liquidated damages, interest, and/or penalties tied to such claims, that arose or accrued any time during the Applicable Class Period, between and 2019, arising from your lien against the foreclosed property located in Oakland County in which a foreclosure sale produced a surplus that were or which could have been asserted in the litigation based on the facts alleged in the litigation entitled *Dover Glen Condominium Association v. Oakland County*, United States District Court Eastern District of Michigan Southern Division, Case No. 2:22-cv-11468. Your release does not include, however, any claims, obligations, demands, actions, rights, causes of action or liabilities that cannot be released as a matter of law.

Signature: _____

IF YOU WISH TO BE INCLUDED IN THE SETTLEMENT, YOU MUST RETURN THIS FORM BY [90 DAYS AFTER MAILING].

SEND ALL DOCUMENTS TO:

Dover Glen Condominium Association v. Oakland County
Case No. 2:22-cv-11468
Care of Simpluris
P.O. Box 26170
Santa Anna, CA 92799
1-888-369-3780

IMPORTANT: CLAIMS POSTMARKED AFTER [90 DAYS AFTER MAILING] WILL NOT BE VALID AND WILL NOT RESULT IN PAYMENT OF ANY FUNDS TO YOU

REQUEST FOR EXCLUSION

By completing and returning the form below, I hereby request exclusion from the Oakland County Surplus Retention class action Settlement described above. I understand that if I timely submit this Request for Exclusion, I will not be bound by the Settlement and will not be eligible to participate in the potential benefits under the Settlement, but I also will not give up any rights. Additionally, I understand that if I opt out, I will not be entitled to object to the Settlement or appear and be heard at the Final Approval Hearing.

Note: Only fill out and send this Request if you desire to opt out of the Settlement. If you opt out, you will not waive any rights, but you will also not receive the Settlement Payment. This Request for Exclusion must postmarked on or before [date 30 days from mailing of notice OR use applicable later date for re-mailed notice packets]; and be mailed, faxed or emailed by that same date to: Dover Glen Condominium Association v. Oakland County, Case No. 2:22-cv-11468, Care of Simpluris, P.O. Box 26170, Santa Anna, CA, 92799, 1-888-369-3780.

Name: _____

Address: _____

Date: _____

Signature: _____

Exhibit B

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

**DOVER GLEN CONDOMINIUM ASSOCIATION,
on behalf of themselves and others similarly situated,**

Plaintiff,

vs.

Case No. 2:22-cv-11468
Honorable Linda V. Parker

OAKLAND COUNTY, a Governmental Unit,

Defendant.

Jason J. Thompson (P48184)
Kathryn E. Milz
SOMMERS SCHWARTZ, P.C.
One Towne Square, 17th Floor
Southfield, MI 48076]
(248) 355-0300
jthompson@sommerspc.com
kmilz@sommerspc.com

Attorneys for Plaintiff

William H. Horton (P31567)
John R. Fleming (P79748)
GIARMARCO, MULLINS, & HORTON, PC
101 West Big Beaver Road, Tenth Floor
Troy, MI 48084-5280
(248) 457-7000
bhorton@gmhlaw.com
jfleming@gmhlaw.com

Attorneys for Defendant

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT

Plaintiff Dover Glen Condominium Association's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement, Approval of Class Notice, and Setting Final Approval Hearing ("Preliminary Approval Motion") was heard by this Court on _____, 2022 at ____ p.m. The Court, having considered the Preliminary Approval Motion, supporting papers, and the parties' evidence and argument, and good cause appearing, hereby grants preliminary approval of the Settlement. Capitalized terms in this Preliminary Approval Order shall have the definitions set forth in the Stipulation of Settlement.

IT IS HEREBY ORDERED:

1. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Stipulation of Settlement.

2. The Court hereby preliminarily finds and determines that the Settlement set forth in the Stipulation of Settlement falls within the range of reasonableness and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing.

3. The Court hereby preliminarily certifies the Settlement Class under Fed. R. Civ. P. 23(b)(3) as defined in the Stipulation of Settlement, pursuant to the terms and conditions of the Stipulation of Settlement and solely for the purposes of settlement. The Settlement Class shall be certified for no purpose other than to effectuate the terms and conditions of the Stipulation of Settlement.

4. This Court has jurisdiction over the parties and claims and preliminarily finds that the numerosity, commonality, typicality, and adequacy requirements of Fed. R. Civ. P. 23(a), and the predominance and superiority requirements of Fed. R. Civ. P. 23(b)(3), have been met and that class certification for purposes of approving the Settlement is warranted.

5. The Court appoints Jason J. Thompson and Kathryn E. Milz of Sommers Schwartz, P.C. as Class Counsel.

6. The Court appoints Dover Glen Condominium Association Class Representative.

7. The Court approves Simpluris, Inc. as the Settlement Administrator.

8. The Court approves, as to form and content, the Class Notice attached as Exhibit A to the Stipulation of Settlement.

9. The Court directs the mailing of the Class Notice to the Settlement Class in accordance with the terms and conditions set forth in the Stipulation of Settlement. The Court finds that the deadlines and method selected for the mailing and distribution of the Class Notice, as set forth in the Stipulation of Settlement, meet the requirements of due process and provide the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

10. A Final Approval Hearing will be held on [], at [], or on another date convenient to the Court, to determine whether the proposed Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class. As set forth in the Class Notice, members of the Settlement Class may support or oppose the Settlement or Class Counsel's request for Attorneys' Fees and Lawsuit Costs at the Final Approval Hearing. Class Counsel shall file any briefs responding to any objections and their motion for fees and costs at least one week before the Final Approval Hearing.

11. The Court may continue the date of the Final Approval Hearing without further notice to members of the Settlement Class.

Dated: _____

UNITED STATES DISTRICT COURT JUDGE

Exhibit C

Dover Glen Condominium Association v. Oakland County

Care of Simpluris
P.O. Box 26170
Santa Anna, CA 92799
888-369-36780

[Class Member contact information.]

Dear Class Member:

We write along with class counsel Sommers Schwartz, P.C. to inform you that the Settlement in the lawsuits *Dover Glen Condominium Association v. Oakland County*, has been approved and the Settlement is now final.¹ Under the formula approved by the Court, your Final Settlement Payment is \$[insert amount]. This amount was calculated based your proportionate share of the Net Settlement Fund as well as other factors listed in the Settlement Agreement.

Your entire Final Settlement Payment may be taxable and you should seek tax advice form a professional as to what taxes will be owed. **We are not tax attorneys and cannot provide any tax advice.** You will receive IRS Forms 1099 with or following receipt of your Settlement Check. Please review these forms when preparing your tax return for [insert year] or provide them to your tax advisor, if applicable.

Sincerely,

Simpluris

¹ All initial capitalized terms are defined in the Stipulation of Settlement.