

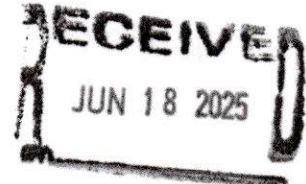
**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR CHARLEVOIX COUNTY**

BRYAN ZETTEL, et al
Plaintiffs

v.

COUNTY OF CHARLEVOIX, et al
Defendants

Case No. 18-0591-26-CZ
Hon. Roy C. Hayes, III



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Charlevoix County Clerk

FINAL APPROVAL ORDER

WHEREAS, the parties have concluded a Settlement, which is attached hereto as Exhibit A;

WHEREAS, all capitalized terms herein shall be as defined in the Settlement;

WHEREAS, on March 14, 2025, the Court entered an order preliminarily approving the Settlement, approving the forms of notice of the Settlement to the members of the Class, directing that appropriate notice of the Settlement be given to the Class, and scheduling a hearing on final approval (the "Preliminary Approval Order");

WHEREAS, in accordance with the Settlement and the Preliminary Approval Order: (1) Class Counsel caused Notices to be emailed and/or mailed by United States First Class Mail to all known members of the Class as set forth in the Settlement; and (2) the affidavit of notice filed with this Court by Class Counsel demonstrates compliance with the Preliminary Approval Order with respect to the emailed and mailed notice and, further, that the best notice practicable under the circumstances was, in fact, given;

WHEREAS, on June 18, 2025, this Court held a hearing on whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class (the "Final Approval Hearing"); and

WHEREAS, based upon the foregoing, having heard the statements of Class Counsel and Defendants' Counsel, and of such persons as chose to appear at the Final Approval Hearing; having considered all of the files, records and proceedings in the Lawsuit, the benefits to the Class Members under the Settlement and the risks, complexity, expense, and probable duration of further litigation; and being fully advised in the premises;

THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

1. Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this lawsuit and jurisdiction over the Class Representatives and Defendants in this case (the "Parties").

3. The Court hereby adopts and reaffirms the findings and conclusions set forth in the Preliminary Approval Order including.

4. The Class Representatives and Class Counsel fairly and adequately represent and have represented the interests of the Class and the Settlement Class in connection with the Lawsuit and the Settlement Agreement.

5. The Settlement is the product of good faith, arm's-length negotiations by the Class Representatives and Class Counsel, on the one

hand, and Defendants and Defendants' Counsel, on the other, and the Class and Defendants were represented by capable and experienced counsel.

6. The form, content, and method of dissemination of the notice given to the Class Members were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of MCR 3.501 and Due Process.

7. The Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class and is approved in all respects. The Court hereby directs the Class Representatives, the Class, Class Counsel, Defendants, and Defendants' Counsel to effectuate the Settlement Agreement according to its terms.

8. The Court shall have continuing jurisdiction over the administration of the Settlement.

9. In accord with the Settlement and subject to its terms, the Releasing Parties and Class Counsel forever discharge the Released Parties from the Released Claims. For avoidance of doubt, this release does not in any impair the judgment for which this order provides.

10. In accord with the Settlement and subject to its terms, Defendants release all claims of any kind or nature that have been or could have been asserted against the Class Representatives or Class Counsel

relating to the claims in this Lawsuit, or the filing or prosecution of any lawsuit relating to such claims.

11. Class Counsel shall give, or cause to give, notice of this order to each Settlement Class Member. This notice, referred to as the Notice of Class Action Settlement in the Settlement, shall be in the form attached as Exhibit B and served in the manner previously ordered for the Notice. Class Counsel shall include the claim form attached as Exhibit C with the Notice of Class Action Settlement.

12. Defendants shall cooperate in good faith in facilitating the efficient collection and timely payment of the Settlement Class Member's claims in accord with the Settlement.

13. This order does not resolve any issue related to the ongoing operation or constitutionality of the Revised Foreclosure Statutes; and does not impair any person's ability to make any arguments related thereto in any other case except to the extent that such claims are released pursuant to the Settlement.

14. The above-captioned Lawsuit is hereby dismissed with prejudice, subject to paragraph 15 below, as to the Settlement Class and without assessment of costs or attorneys' fees against any party, except as ordered by the Court. This Order is a final judgment. The Court retains

jurisdiction over the Settlement Agreement, the parties to the Settlement Agreement, and all matters relating to the administration and enforcement of the Settlement Agreement.

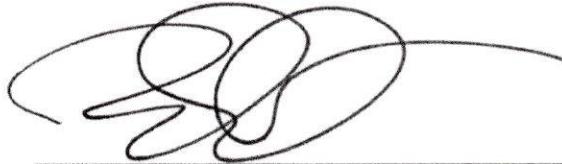
15. If, following entry of this Order, the Settlement is terminated pursuant to the Settlement Agreement, or this Order is otherwise vacated, this Lawsuit shall be reinstated and all proceedings had in connection therewith shall be without prejudice to the status quo ante rights of the Plaintiffs, the Previously Certified Class, and Defendants, and all orders issued pursuant to the Settlement shall be vacated. The Previously Certified Class shall also be reinstated and certified *nunc pro tunc* to the day before the Preliminary Approval Order was issued. And if the Settlement is terminated after January 1, 2025, then each Settlement Class Member will have six months following the date of termination in which to provide the notice required by MCL 211.78t(6), the County shall provide the notice required by MCL 211.78t(3) within nine months of the date of termination, and the County agrees not to oppose as untimely any Settlement Class Member's motion made pursuant to that provision if the motion is filed within twelve months of date that the Settlement is terminated. Nothing in this paragraph shall be construed to limit any Settlement Class Member's

available remedies or abrogate the tolling of any applicable statute of limitations, if any.

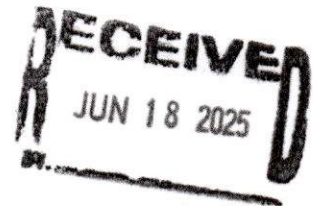
16. This Order resolves the last pending claim and closes the case.

SO ORDERED.

Dated: 6/18, 2025



Hon. ROY C. HAYES, III
Circuit Court Judge



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