

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

In re 700Credit Data Security Litigation

Case No: 25-cv-13747

Hon. Robert J. White

CLASS ACTION

**PLAINTIFFS' RESPONSE TO OBJECTIONS AND
SUPPLEMENTAL BRIEF IN SUPPORT OF FINAL APPROVAL**

QUESTIONS PRESENTED

1. Whether the objection to the Settlement, lodged by Corey Allen, should be overruled where the Settlement, based on objective factors, is fair, reasonable, and adequate, and where the Notice Program was the best practicable under the circumstances and comports with Due Process requirements?

Plaintiffs' Answer: Yes.

2. Whether the objection to the Settlement, lodged by Yolanda Varela, should be overruled where the Settlement, based on objective factors, is fair, reasonable, and adequate, and where the Notice Program was the best practicable under the circumstances and comports with Due Process requirements?

Plaintiffs' Answer: Yes.

3. Whether the objection to the Settlement, lodged by Vincent Raines, should be overruled where the Settlement, based on objective factors, is fair, reasonable, and adequate, and where the Notice Program was the best practicable under the circumstances and comports with Due Process requirements?

Plaintiffs' Answer: Yes.

MOST CONTROLLING AUTHORITY

- *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508 (E.D. Mich. 2003)
- *Bowman v. Art Van Furniture, Inc.*, 2018 WL 6445389 (E.D. Mich. Dec. 10, 2018)
- Fed. R. Civ. P. 23(e)

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In advance of the Final Approval Hearing¹ scheduled for October 7, 2026, Plaintiffs submit this Response Brief to update the Court on the number of submitted claims, objections, and opt-outs. Plaintiffs also respond at length to the three objections submitted.

I. Update on Claims Submitted and Claims Rate

As of the filing of Plaintiffs' Motion for Final Approval on August 21, 2026 (ECF No. 52), 30,142 Claim Forms had been submitted.² Unsurprisingly, given the strength of the Settlement Class Member Benefits negotiated in the Settlement Agreement, as of September 22, 2026, that number has risen to nearly 80,000. *See Exhibit 1* hereto, Supplemental Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program ("Supp. Decl."), ¶ 26 (79,883 Claim Forms received to date). Accordingly, as of this filing, the claims rate here is roughly 1.48%. *Id.* (calculating $79,883/5,397,189$). Settlement Class Members have until September 22, 2026 to either submit their claims electronically on the

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement ("Settlement" or "S.A."), which is an exhibit to Plaintiffs' Unopposed Motions for Final Approval of Class Action Settlement and for Attorneys' Fees, Costs, and Service Awards. *See* ECF No. 49-2. Settlement Class Members can also access the Settlement Agreement on the Settlement Website, at <https://700creditdatabreachsettlement.com/Content/Documents/Settlement%20Agreement.pdf>. Class Counsel will also cause the present Response to be posted on the Settlement Website upon filing.

² *See* ECF No. 52-3, PageID.808, Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program, ¶ 37 (Exhibit B to Plaintiffs' Motion for Final Approval).

Settlement Website or to postmark a paper Claim Form (S.A., ¶¶ 25, 71), thus, the number of Claims Forms, and the corresponding claims rate, are expected to continue to rise.

The claims rate here is on par with other data breach class actions receiving final approval, suggesting the reasonableness of the Settlement. *See In re Wawa, Inc. Data Sec. Litig.*, 2024 WL 1557366, at *17 (E.D. Pa. Apr. 9, 2024) (explaining that a 2.56% claims rate “compares favorably to the claims rates in other data breach class actions”) (collecting cases); *Carter v. Vivendi Ticketing US LLC*, 2023 WL 8153712, at *9 (C.D. Cal. Oct. 30, 2023) (finding 1.6% claims rate “in line with claims rates in other data breach class action settlements that courts have approved”) (collecting cases).³ And a claims rate like that here is especially common in large consumer class actions with millions of class members. *See Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1377–78 (S.D. Fla. 2007) (noting that about 1.1% of 10.3 million class members filed claims).

³ *See also Desue v. 20/20 Eye Care Network Inc.*, 2023 WL 4420348, at *9 (S.D. Fla. July 8, 2023) (finding 0.66% claims rate “within the acceptable range for final approval”); *In re Forefront Data Breach Litig.*, 2023 WL 6215366, at *4 (E.D. Wis. Mar. 22, 2023) (“A claims rate of 1.46% is generally in line with the rate experienced in other data breach class actions.”); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (1.8% claims rate); *In re Target Corp. Customer Data Sec. Breach Litig.*, 2017 WL 2178306, at *1–2 (D. Minn. May 17, 2017), *aff’d*, 892 F.3d 968 (8th Cir. 2018) (0.23% claims rate)).

II. The Opt-Outs and Objections Do Not Warrant Denial of Final Approval

A. Updated Number of Opt-Outs and Objections Received

As of this filing, with the Objection and Opt-Out Deadlines of September 8, 2026, now two weeks passed, 66 opt-outs and 3 objections have been received. Supp. Decl., ¶¶ 23, 24. The number of opt-outs reflects a small fraction of the Settlement Class, and none of the objections have merit.

The number of opt-outs and objections among the Settlement Class provides strong evidence that the Settlement is fair, reasonable, and adequate. *See IUE-CWA v. Gen. Motors Corp.*, 238 F.R.D. 583, 600 (E.D. Mich. 2006) (“Out of more than 32,000 class members, only 37 individuals—about one-tenth of one percent—submitted 34 objections. This extremely minimal level of opposition represents significant support by the Class for the Settlement Agreement”). The 66 opt-outs received is unremarkable in a class action with over 5.8 million Settlement Class Members. *See In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 527 (E.D. Mich. 2003) (“A certain number of opt-outs and objections are to be expected in a class action. If only a small number are received, that fact can be viewed as indicative of the adequacy of the settlement.”). Where only a small percentage of a class objects, there is “a strong presumption” that the proposed class settlement is favorable to class members. *Bowman v. Art Van Furniture, Inc.*, 2018 WL 6445389, at *6 (E.D. Mich. Dec. 10, 2018); 4 Newberg on Class Actions § 13:58 (6th ed.) (“Courts have

often held that if only a small number of objections are received, that fact can be viewed as indicative of the adequacy of settlement”).

Here, it is indisputable the Settlement Class’s reaction has been decisively positive. With a Class of over 5.8 million individuals, the opt-outs and objections represent 0.001% of the Settlement Class. *See supra, In re Cardizem*, 218 F.R.D. at 527 (noting that a certain number are “to be expected”). It is also noteworthy that none of the attorneys general and other governmental officials who received notification of the Settlement pursuant to the Class Action Fairness Act have filed objections. *See George v. Acad. Mortg. Corp.*, 369 F. Supp. 3d 1356, 1373 (N.D. Ga. 2019) (“Not one CAFA notice recipient objected to the settlement, which also weighs in favor of its approval here.”) (citing *Hall v. Bank of Am., N.A.*, 2014 WL 7184039, at *5 (S.D. Fla. Dec. 17, 2014)). These facts plainly weigh in favor of Final Approval. *See, e.g., Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998) (“[T]he fact that the overwhelming majority of the class willingly approved the offer and stayed in the class presents at least some objective positive commentary as to its fairness.”); *Massiah v. MetroPlus Health Plan, Inc.*, 2012 WL 5874655, at *4 (E.D.N.Y. Nov. 20, 2012) (“The fact that the vast majority of class members neither objected nor opted out is a strong indication of fairness.”).

B. None of the Three Objections Warrant Denial of Final Approval

Final Approval of the Settlement is warranted here as the Settlement satisfies the Fed. R. Civ. P. 23(e)(2) and *UAW v. Gen. Motors Corp.*, 497 F.3d 615 (6th Cir. 2007), factors; and the requested attorneys’ fees, costs, and Service Awards should be approved as Plaintiffs have shown that the *Ramey v. Cincinnati Enquirer, Inc.*, 508 F.2d 1188, 1196 (6th Cir. 1974), factors are similarly satisfied. *See* ECF Nos. 52, 53. The Settlement Agreement here was achieved through hard-fought negotiations with Defendant. ECF No. 52, PageID.714. Settlement administration has been undertaken by an experienced Settlement Administrator, *see* Supp. Decl., and with the continued efforts of counsel for both Plaintiffs and Defendant. The Parties thoroughly evaluated the merits of this Action and reached the Settlement after in-person arm’s-length negotiations facilitated by an experienced mediator. ECF No. 52, PageID.717; *see Does 1-2 v. Déjà Vu Services, Inc.*, 925 F.3d 886, 901 (6th Cir. 2019) (examining the *UAW* factors and fee request and affirming settlement over objections).

Objections were submitted by the following Settlement Class Members: Corey Allen (the “Allen Objection”, attached as **Exhibit 2** hereto); Yolanda Varela (the “Varela Objection”, attached as **Exhibit 3** hereto); and Vincent Raines (the “Raines Objection”, attached as **Exhibit 4** hereto). As discussed below, each of the three objections fails to provide any compelling reason explaining the lack of

fairness, reasonableness or adequacy of the Settlement or why the requested, attorneys’ fees, costs, and Service Awards are not reasonable. The Court should overrule all three Objections. All three of these objectors should have exercised their right to opt-out of the Settlement to preserve their individual claims against Defendant, if they believed the Settlement relief was inadequate for their own circumstances. *See In re Yahoo! Inc. Customer Data Sec. Breach Litig.*, 2020 WL 4212811, at *15 (N.D. Cal. July 22, 2020) (“[T]o the extent that Settlement Class Members suffered unique damages of this nature, the correct response is to opt out from the Settlement Class in order to pursue those damages on an individual basis.”). They did not.

1. The Allen Objection

The Allen Objection fails to articulate a single term of the Settlement Agreement that is the basis for the Objection, and, in fact, fails to list any reason whatsoever for the Objection. *See* Exhibit 2. The one-and-a-half page is merely a general objection, with the first paragraph primarily restating some of the terms,⁴ and the second paragraph simply states that “I object to terms[.]” *Id.* The Court is left with nothing to question the fairness, reasonableness, and adequacy of the Settlement. “General objections without factual or legal substantiation carry little

⁴ The last clause in this paragraph raises that “Trademark, Copyright, and Intellectual Property infringement . . . may have been impacted” in the Data incident. *Id.*

weight.” *In re Rio Hair Naturalizer Prods. Liab. Litig.*, No. MDL 1055, 1996 WL 780512, at *14 (E.D. Mich. Dec. 20, 1996) (citing 2 Newberg on Class Actions 3d, § 11.58); *see also UAW v. Gen. Motors Corp.*, 2006 WL 891151, at *22 (E.D. Mich. Mar. 31, 2006) (discussing general objections, “two-thirds have stated no reason. Because there is no way for the court to determine the basis for these objections or whether any such objections have merit, they are of little use”); *IUE-CWA*, 238 F.R.D. at 600. Accordingly, the Allen Objection should be overruled.

2. The Varela Objection

The Varela Objection asserts six grounds to challenge the Settlement, none of which provide a basis to deny Final Approval or the requested attorneys’ fees, costs, and Service Awards. *See* Exhibit 3. The Varela Objection list grounds for objections that suggest there may be issues with the Settlement, but fails to support those issues.

First, without explanation and support, the Varela Objection states that the “proposed settlement appears unfair, unreasonable, or inadequate,” reasoning that the relief provided “may” not adequately compensate for the alleged harm. *See* Exhibit 3. This conclusory objection does not take into account the risks Plaintiffs and Class Counsel were required to weigh when negotiating the Settlement for the Settlement Class. *See, e.g., Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (“[T]he very essence of a settlement is compromise, a yielding of absolutes and an abandoning of highest hopes.”). *See also In re Equifax Inc.*

Customer Data Sec. Breach Litig., 2020 WL 256132, at *15 (N.D. Ga. Mar. 17, 2020) (“Objections that the settlement fund is too small for the class size, or that Equifax should be required to pay more, do not take into account the risks and realities of litigation, and are not a basis for rejecting the settlement.”), *aff’d in part, rev’d in part and remanded*, 999 F.3d 1247 (11th Cir. 2021).⁵

Courts have repeatedly rejected objections premised on the notion that the settlement recovery should have been “more” or “better.” *Hughes v. Microsoft Corp.*, 2001 WL 34089697, at *10 (W.D. Wash. Mar. 26, 2001) (“An objection that the settlement ‘could have been better . . . does not mean the settlement presented [is] not fair, reasonable or adequate.’”) (quoting *Hanlon*, 150 F.3d at 1027). “Because ‘[s]ettlement is the offspring of compromise’ the appropriate inquiry for a court reviewing a settlement pursuant to Rule 23(e) is ‘not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free from collusion.’” *Id.*⁶

⁵ See also *In re Yahoo!*, 2020 WL 4212811, at *14 (“In objecting to the size of the Settlement, these Settlement Class Members fail to adequately take into account the risks and delays involved in proceeding to class certification, summary judgment, and/or trial. They ignore that the Settlement provides the class with a timely, certain, and meaningful recovery, while further litigation and any subsequent appeal are uncertain, would entail significant additional costs, and in any event would substantially delay any recovery achieved.”), *aff’d*, 2022 WL 2304236 (9th Cir. June 27, 2022).

⁶ See also *Yaeger v. Subaru of Am., Inc.*, 2016 WL 4541861, at *17 (D.N.J. Aug. 31, 2016) (rejecting objections which suggested that the court “should insert other, more favorable terms into the proposed settlement” and recognizing that “[t]here is no

Second, again without explanation or support, the Varela Objection states that “the notice may be insufficient or unclear”, and, in support, states that the Notice “may” not explain the Settlement clearly. *See* Exhibit 3. Ms. Varela does not say what may be unclear. The Notices approved by the Court clearly explain the Settlement and easily satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B). *See also* Supp. Decl., ¶ 24 (explaining how the Notice met the requirements of Rule 23(c)(2)(B)). The Notices provide the required information and also direct Settlement Class Members to the Settlement Website to obtain more information, including access to all key documents and other case-related documents filed in this lawsuit, and contact information for Class Counsel in case they have further questions. *See id.* The Notices explain the consequences of opting-out, objection, and doing nothing. The Notice Program produced an outstanding 96.2% reach rate of identified Settlement Class Members. *Id.* ¶ 30. The Notices were sufficiently clear to explain the Settlement. *Id.* ¶ 27 (“The Notices were designed to be ‘noticed,’ reviewed, and—by presenting the information in plain language—understood by

middle ground of inserting or deleting terms at the request of an objector based on the judge’s conception of what would be more fair, reasonable, or adequate.”); *See In re Onix Group LLC Data Breach Litig.*, No. 2:23-cv-02288 (E.D. Pa.) (ECF No. 57) (noting that the argument “that the settlement should have been better—has been frequently rejected by courts” and overruling objection because “[a]t each stage, the Court found that this settlement was fair, reasonable, and adequate, especially considering the substantial challenges that Plaintiffs would face if this litigation were to continue”).

Settlement Class Members. The design of the Notices followed the principles embodied in the Federal Judicial Center’s (“FJC”) illustrative “model” notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices that Epiq’s noticing experts have written and designed in a similar fashion.”).

Third, again without explanation or support, the Varela Objection states that “the release of claims may be overly broad”, and, in support, states that the Settlement “may” release claims broader than those brought in this case. *See* Exhibit 3. This is incorrect. The Released Claims are specifically defined and narrowly tailored to only include those claims arising out of the Data Incident. *See* S.A., ¶ 60. And the available Settlement Class Member Benefits include Cash Payments and Credit Monitoring, which are exactly the type of relief sought in the Complaint for the Data Incident. *See* S.A., ¶ 76.

Fourth, again without explanation or support, the Varela Objection states that “the requested attorney’s fees, costs, and service awards may be excessive,” and, in support, states the requests should be carefully reviewed and that relief for Settlement Class Members should be prioritized. *See* Exhibit 3. This is not an actual objection to that relief. In fact, Plaintiffs and Class Counsel prioritized obtaining meaningful relief for the Settlement Class by negotiating all Settlement Class Member Benefits before discussing attorneys’ fees, costs, and Service Awards. S.A., ¶ 110. Plaintiffs and Class Counsel also support the reasonableness of these requests

in the Motion for Attorneys’ Fees, Costs, and Service Awards. *See* ECF No. 53. The request for one-third of the Settlement Fund, for reasonably-incurred litigation costs, and for Service Awards in the amount of \$3,000 per Class Representative are all squarely within the range approved by courts in actions such as this one. *See* ECF No. 53, PageID.955 (citing, e.g., *Schreiber v. Mayo Found. For Med. Educ. & Rsch.*, 2024 WL 4706185, at *3 (W.D. Mich. May 29, 2024) (approving 35% fee award in the amount of \$18,375,000 in data privacy case with common fund)). Plaintiffs lay out in depth how the request satisfies the *Ramey* factors. 508 F.2d at 1196. *See also* ECF No. 53, PageID.955-965 (analyzing how all factors support the request). The litigation costs and Service Awards are also reasonable. ECF No. 53, PageID.966-968.

Fifth, again without explanation or support, the Varela Objection states that “the settlement may treat class members unequally”, and, in support, simply states that this may occur. *See* Exhibit 3. In fact, Plaintiffs’ Motion for Final Approval shows the opposite—all Settlement Class Members are treated equally. *See* ECF No. 52, PageID.730. All Settlement Class Members automatically receive a code to enroll in two years of Credit Monitoring and each may submit a Claim for either Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. S.A., ¶ 76. Thus, everyone is eligible for the same benefits.

Finally, the Varela Objection states that “the claims process may be burdensome or impractical”, and, in support, states that “if” the Settlement requires burdensome steps to receive relief, changes should be made. *See* Exhibit 3. However, the Claim Process is not burdensome or impractical. No Claim is required for valuable Credit Monitoring. Submitting a Claim Form for a Cash Payment is very straightforward and it can be done online or by mail. *See* Supp. Decl., ¶ 25. It is reasonable to have those submitting a Claim for Cash Payment A – Documented Losses to support the Claim. The Settlement also detailed numerous examples of the many types of permissible reasonable documentation to support a claim for documented losses. *See* S.A., ¶ 76.a. Alternatively, those seeking Cash Payment B – Alternate Cash need not support the Claim. Settlement Class Members were given the option of receiving a digital payment, with a variety of digital options, or a traditional paper check. *Id.*

In sum, the Varela Objection is without support. It should be overruled.

3. The Raines Objection

The Raines Objection does not identify any alleged objectionable Settlement terms, but raises a general concern with Mr. Raines’ data protection going forward. *See* Exhibit 4. After stating he received an alert that his information is on the Dark Web and that he had a credit card improperly opened in his name, and that he does not know how Defendant received his information, he expresses concern for future

issues related to the exposure of his Private Information. *Id.* The Credit Monitoring automatically offered in the Settlement provides future protection, including \$1 million of insurance. S.A., ¶ 76.c. Mr. Raines’ claimed dissatisfaction with the compensation overlooks the availability of Cash Payment A – Documented Losses for those who can show damages related to the Data Incident. *Id.* ¶ 76.a. The Cash Payment B – Alternate Cash is also reasonable compared to other data breach cases. *Id.* ¶ 76.b. In Plaintiffs’ Motion for Final Approval, Plaintiffs illustrate the strength of result achieved through the Settlement. *See* ECF No. 52, PageID.717; S.A., ¶ 76.a.–c.

In determining whether to approve a class action settlement, the “ultimate question” is “only whether the interests of the class as a whole are better served if the litigation is resolved by the settlement rather than pursued.” *Leonhardt v. ArvinMeritor, Inc.*, 581 F. Supp. 2d 818, 833 (E.D. Mich. 2008). Here, the Settlement provides substantial and meaningful relief, all while avoiding the significant risks, expense, and delay associated with continued litigation.

Mr. Raines’ option to protect his individual rights would have been to opt-out of the Settlement. *See In re Yahoo!*, 2020 WL 4212811, at *15. He has not shown any reason to deny Final Approval. Accordingly, the Raines Objection should be overruled.

CONCLUSION

The Settlement obtained in this Action is excellent. The Objections fail to raise any concerns that may alter that assessment. Accordingly, Plaintiffs respectfully request that the Court overrule the Objections, finally approve the Settlement Agreement, and award the requested attorneys' fees, costs, and Services Awards, all of which are reasonable.

Dated: September 22, 2026

Respectfully submitted:

/s/ E. Powell Miller

E. Powell Miller (P39487)

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

In re 700Credit Data Security Litigation

Case No: 25-cv-13747

Honorable Robert J. White

BRIEF FORMAT CERTIFICATION FORM

I, E. Powell Miller, certify that the foregoing brief complies with Eastern District of Michigan Local Rules 5.1(a), 5.1.1, and 7.1, and Judge White's Case Management Requirements, including the following (click each box to indicate compliance):

- ☒ the brief contains a statement regarding concurrence, *see* LR 7.1(a);
- ☒ the brief, including footnotes, uses 14-point font, *see* LR 5.1(a)(3);
- ☒ the brief contains minimal footnotes and, in all events, no more than 10, *see* Case Management Requirements § III.A;
- ☒ the brief and all exhibits are filed in searchable PDF format, *see* Case Management Requirements § III.A;
- ☒ except for footnotes and necessary block quotes, the brief is double spaced (not "Exactly 28 pt" spaced) with one-inch margins, *see* LR 5.1(a)(2);
- ☒ deposition transcripts have been produced in their entirety (not in minuscrit), *see* Case Management Requirements § III.A;
- ☒ if the brief and exhibits total 50 pages or more, I will mail to chambers a courtesy copy with ECF headers, *see* Case Management Requirements § III.B.

I also acknowledge that my brief will be stricken from the docket if the Court later finds that these requirements are not met.

/s/ E. Powell Miller

E. Powell Miller (P39487)

Attorney for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on September 22, 2026, I electronically filed the foregoing document(s) using the Court's electronic filing system, which will notify all counsel of record authorized to receive such filings.

/s/ E. Powell Miller

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Exhibit 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re 700 Credit Data Security Litigation

Case No. 25-cv-13747

Honorable Robert J. White

**SUPPLEMENTAL DECLARATION OF CAMERON
R. AZARI, ESQ. REGARDING IMPLEMENTATION
AND ADEQUACY OF NOTICE PROGRAM**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.
3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.
4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq and Epiq Legal Noticing (hereinafter “Epiq”).

OVERVIEW

5. This declaration provides updated Settlement administration statistics following the successful implementation of the Settlement Notice Program (“Notice Program”) and notices (the “Notice” or “Notices”) for *In re 700 Credit Data Security Litigation*, Case No. 25-cv-13747, in the United States District Court for the Eastern District of Michigan. Previously, I executed my *Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program* (“Implementation Declaration”) on August 20, 2026, which described the successful implementation of the Notice Program, detailed Epiq’s class action experience, and attached Epiq’s *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

CAFA NOTICE

6. As described in my Implementation Declaration, pursuant to the Class Action Fairness Act (CAFA), 28 U.S.C. § 1715, on June 12, 2026, Epiq sent 57 CAFA Notice Packages (“CAFA Notice”).

NOTICE PROGRAM METHODOLOGY

7. Federal Rule of Civil Procedure 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The Notice Program as implemented satisfied these requirements.

8. The Notice Program as designed and implemented reached the greatest practicable number of Settlement Class Members via email or mail. The Notice

¹ Fed. R. Civ. P. 23(c)(2)(B).

Program efforts reached approximately 96.2% of the identified Settlement Class Members. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Program was consistent with other court-approved notice programs, was the best notice practicable under the circumstances, and satisfied the requirements of due process, including its “desire to actually inform” requirement.²

NOTICE PROGRAM DETAIL

9. As described in my Implementation Declaration, on June 4, 2026, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court certified, for settlement purposes only, the following “Settlement Class”:

[A]ll living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (4) all Settlement Class Members who properly and timely opt-out of the Settlement.

² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

10. After the Court’s Preliminary Approval Order was entered, Epiq implemented the Notice Program. This declaration details the notice activities undertaken to date and explains how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class. This declaration also discusses the administration activity to date.

NOTICE PROGRAM

Individual Notice

11. As detailed in my Implementation Declaration, on June 17, 2026, Epiq received five data files with 5,831,814 identified Settlement Class Member records, which included names and mailing addresses (“Settlement Class List”). Epiq sent the unique Settlement Class Member records to a third-party reverse lookup service to perform “reverse lookups” to identify the most likely current and valid email address. Some records sent through the “reverse lookup” search returned more than one result containing a valid email address, thus resulting in a higher record count after completing the search. After incorporating results of the “reverse lookup,” Epiq deduplicated, rolled-up, and loaded the unique, identified Settlement Class Member records into its database for this Settlement. These efforts resulted in 5,397,189 unique, identified Settlement Class Member records.

Individual Notice – Email Notice

12. As detailed in my Implementation Declaration, on June 17, 2026, Epiq commenced sending 4,026,981 Email Notices to 4,012,952 identified Settlement Class Members for whom a valid email address was available. Some identified Settlement Class Member records had more than one valid email address and were sent an Email Notice to each valid email address. Also, some valid email addresses were associated with multiple identified Settlement Class Members, and only one Email Notice was sent per unique, valid email address. Prior to sending the Email

Notices, email validation and hygiene tools were used to standardize the email addresses, verify whether the email addresses were valid, and identify and remove email addresses that were a fraud/reputation threat – such as email addresses maintained by bots, spammers, and phishers. This is a necessary and critical process for the effectiveness of email campaigns today. Without being proactive and using these tools, Email Notices inadvertently sent to bad actor email addresses could jeopardize and damage the reputation of the entire email campaign; likely causing the campaign itself to be flagged and blocked as a source of spam, preventing or delaying Email Notices from being sent to valid email addresses of Settlement Class Members.

13. In addition, the following industry standard best practices were followed. The Email Notices were drafted in such a way that the subject line, the sender, and the body of the message avoided SPAM filters and ensured readership to the fullest extent reasonably practicable. For instance, the Email Notice used an embedded html text format. This format provided easy-to-read text combined with intentional use of some graphic elements, that in our experience increase engagement without increasing the likelihood that the message could be blocked. The Email Notices were sent from an IP address or multiple IP addresses known to major email providers as being associated with a legitimate bulk email sender. A digital signature and unique message identifier were transmitted with each Email Notice, allowing Email Service Providers and Email Monitoring Services to programmatically authenticate that the Email Notices were from authorized email servers. The Email Notice included an embedded link to the Settlement Website, and by clicking the link, recipients were able to access the Long Form Notice and other information about the Settlement.

14. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For Email Notices for

which a bounce code was received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email. As of September 22, 2026, 898,007 Email Notices were undeliverable (of these, all identified Settlement Class Members with an associated mailing address were subsequently sent a Postcard Notice).

Individual Notice – Direct Mail

15. As detailed in my Implementation Declaration, on June 17, 2026, Epiq sent 1,384,237 Postcard Notices to identified Settlement Class Members with an associated mailing address for whom a valid email address was not available. Subsequently, Epiq sent 1,289,488 Postcard Notices to identified Settlement Class Members for whom a valid email address was not available and for whom an Email Notice was returned as undeliverable after multiple attempts. The Postcard Notice was sent via United States Postal Service (“USPS”) first-class mail. The Postcard Notice clearly and concisely summarized the Settlement and the legal rights of the Settlement Class Members. In addition, the Postcard Notice also directed the recipients to the Settlement Website where they could access the Long Form Notice and additional information about the Settlement.

16. Prior to sending the Postcard Notices, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure all address information was up-to-date and accurately formatted for mailing.³ In addition, the addresses were certified via the Coding Accuracy

³ 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 change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail

Support System (“CASS”) to ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

17. The return address on the Postcard Notices is a post office box that Epiq maintains for this Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding address order that had not expired (“Postal Forwards”). Postcard Notices returned as undeliverable were remailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order had expired but was still within the time period in which the USPS returned the piece with the address indicated), or to better addresses that were found using a third-party address lookup service. Upon successfully locating better addresses, Postcard Notices were promptly remailed. As of September 22, 2026, 208,821 Postcard Notices remain undeliverable.

18. Additionally, a Long Form Notice and Claim Form (“Claim Package”) were mailed to all persons who requested one via the toll-free telephone number or by other means. As of September 22, 2026, Epiq has mailed 5,329 Claim Packages as a result of such requests.

Notice Results

19. As of September 22, 2026, Notice was delivered to 5,192,422 of the 5,397,189 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 96.2% of the identified Settlement Class.

by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

Settlement Website

20. The Settlement Website (www.700CreditDataBreachSettlement.com) continues to be available 24 hours per day, 7 days per week. Relevant documents are posted on the Settlement Website, including the Settlement Agreement, Preliminary Approval Order, Long Form Notice, Claim Form, and other case-related documents. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members could opt-out (request exclusion) from or object to the Settlement prior to the deadlines, instructions for submitting a Claim Form, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members were also able to submit a Claim Form on the Settlement Website up until the deadline. The Settlement Website address was prominently displayed in all notice documents. As of September 22, 2026, there have been 143,859 unique visitor sessions to the Settlement Website, and 563,133 web pages have been presented.

Toll-Free Telephone Number and Other Contact Information

21. The toll-free telephone number (1-877-502-7785) continues to be available for the Settlement. Callers are able to hear an introductory message and have the option to learn more about the Settlement in the form of recorded answers to FAQs. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of September 22, 2026, there have been 22,492 calls to the toll-free telephone number representing 54,504 minutes of use.

22. A postal mailing address was established for the Settlement and continues to be available to allow Settlement Class Members the opportunity to request additional information or ask questions.

Opt-Outs & Objections

23. The Opt-Out and Objection Deadline for the Settlement was September 8, 2026. As of September 22, 2026, Epiq has received a total of 66 opt-out requests. The Opt-Out Report is included as **Attachment 1**.

24. As of September 22, 2026, Epiq is aware of three objections to the Settlement, one of which is related to noticing, submitted by Yolanda Varela. Paragraph two of Yolanda Varela's objection states, "the notice provided to class members may not adequately explain the settlement terms, release of claims, or the consequences of remaining in the Settlement Class." Federal Rules of Civil Procedure 23(c)(2)(B) states:

The notice must clearly and concisely state in plain, easily understood language:

- (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 requests exclusion;
- (vi) the time and manner for requesting exclusion; and
- (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

The Notices satisfied the requirements found in the Rule 23(c)(2)(B). Further, the Notices directed Settlement Class Members to the Settlement Website to obtain more information, including access to all key documents and other case-related documents filed in this lawsuit, and contact information for Class Counsel in case they had further questions. Additionally, in the Preliminary Approval Order, the Court found that the Notices "are reasonably calculated, under the circumstances, to apprise [the] Settlement Class of the pendency of the Action, the terms of the

proposed Settlement, and their rights under the proposed Settlement . . . and satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements.”

Claim Submission & Distribution

25. The Notices provided a detailed summary of relevant information about the Settlement, including the Settlement Website and how Settlement Class Members could submit a Claim Form online or by mail prior to the deadline. With both methods for submitting a Claim Form, Settlement Class Members were given the option of receiving a digital payment or a traditional paper check. Epiq worked with counsel for the Parties to select an appropriate menu of digital payment options. The type of digital payment selected does not impact Epiq’s compensation for its work as the Settlement Administrator, and no digital option is discouraged relative to other options.

26. The deadline for Settlement Class Members to submit a Claim Form has been set as September 22, 2026. As of September 22, 2026, Epiq has received 79,883 Claim Forms (79,079 online and 804 paper). Accordingly, the claims rate here is roughly 1.48%. Given the present closeness in time to the September 22 Claim Form Deadline, these numbers are preliminary. This claims rate is comparable to other data breach class action settlements. *See, e.g., Schneider v. Chipotle Mexican Grill, Inc.*, 336 F.R.D. 588, 599 (N.D. Cal. 2020) (0.83% claims rate); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 321 (N.D. Cal. 2018) (1.8% claims rate); *In re Target Corp. Customer Data Sec. Breach Litig.*, No. 14-md-2522, 2017 WL 2178306, at *1-2 (D. Minn. May 17, 2017) (0.23% claims rate). As standard practice, Epiq is in the process of conducting a complete quality control review of Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received may change, with the receipt of Claim Forms

that were postmarked by the Claim Form Deadline and also duplicate and denied Claim Forms.

PLAIN LANGUAGE NOTICE DESIGN

27. The Notices were designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Settlement Class Members. The design of the Notices followed the principles embodied in the Federal Judicial Center’s (“FJC”) illustrative “model” notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices that Epiq’s noticing experts have written and designed in a similar fashion. The Notices contained substantial, albeit easy-to-read summaries of all key information about Settlement Class Members’ rights and options. Consistent with our normal practice, all notice documents underwent a final edit prior to actual mailing and publication for grammatical errors and accuracy.

28. The Notices emailed or mailed to all identified Settlement Class Members provided substantial information to the Settlement Class. The Notices included (i) details regarding the Settlement Class Members’ ability to opt-out or object to the Settlement Agreement, (ii) the deadline to opt-out or object, and (iii) the date, time, and location of the Final Approval Hearing, among other information.

CONCLUSION

29. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

30. The Notice Program as designed and implemented reached the greatest practicable number of identified Settlement Class Members via email or mail. With the address updating protocols that were used, the Notice Program individual notice efforts reached approximately 96.2% of the identified Settlement Class Members. The reach was further enhanced by a Settlement Website. In 2010, the FJC issued a *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases, and is illustrative for state courts. This guide states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”⁴ Here, we have developed and implemented a Notice Program that readily achieved a reach beyond the high end of that standard.

31. The Notice Program followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so:

- a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their

⁴ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

32. The Notice Program provided the best notice practicable under the circumstances of this case, conformed to all aspects of Rule 23 regarding notice, comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth, and satisfied the requirements of due process, including its “desire to actually inform” requirement.

33. The Notice Program schedule afforded sufficient time to provide full and proper notice to Settlement Class Members before the Opt-Out and Objection Deadlines.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct. Executed on September 22, 2026, at Beaverton, Oregon.



Cameron R. Azari, Esq.

Attachment 1



Exclusion Report

In re 700 Credit Data Security Litigation

Number	Tracking Number	Status
1	XXXXXXX037	Complete
2	XXXXXXX066	Incomplete
3	XXXXXXX549	Incomplete
4	XXXXXXX789	Complete
5	XXXXXXX855	Incomplete
6	XXXXXXX563	Incomplete
7	XXXXXXX985	Complete
8	XXXXXXX252	Complete
9	XXXXXXX665	Complete
10	XXXXXXX402	Incomplete
11	XXXXXXX150	Complete
12	XXXXXXX618	Incomplete
13	XXXXXXX650	Incomplete
14	XXXXXXX067	Incomplete
15	XXXXXXX093	Complete
16	XXXXXXX702	Complete
17	XXXXXXX962	Complete
18	XXXXXXX346	Complete
19	XXXXXXX704	Incomplete
20	XXXXXXX167	Complete
21	XXXXXXX886	Incomplete
22	XXXXXXX105	Complete
23	XXXXXXX272	Complete
24	XXXXXXX647	Incomplete
25	XXXXXXX065	Complete
26	XXXXXXX016	Complete
27	XXXXXXX890	Complete
28	XXXXXXX399	Complete
29	XXXXXXX086	Incomplete
30	XXXXXXX501	Complete
31	XXXXXXX149	Complete
32	XXXXXXX772	Complete
33	XXXXXXX908	Complete
34	XXXXXXX537	Incomplete
35	XXXXXXX697	Incomplete
36	XXXXXXX977	Incomplete
37	XXXXXXX648	Complete
38	XXXXXXX786	Incomplete
39	XXXXXXX069	Complete



Exclusion Report

In re 700 Credit Data Security Litigation

Number	Tracking Number	Status
40	XXXXXXX462	Complete
41	XXXXXXX085	Complete
42	XXXXXXX243	Incomplete
43	XXXXXXX983	Incomplete
44	XXXXXXX275	Incomplete
45	XXXXXXX035	Incomplete
46	XXXXXXX664	Complete
47	XXXXXXX437	Complete
48	XXXXXXX717	Incomplete
49	XXXXXXX729	Complete
50	XXXXXXX878	Complete
51	XXXXXXX557	Complete
52	XXXXXXX655	Incomplete
53	XXXXXXX618	Incomplete
54	XXXXXXX393	Incomplete
55	XXXXXXX072	Incomplete
56	XXXXXXX801	Complete
57	XXXXXXX277	Complete
58	XXXXXXX274	Complete
59	XXXXXXX821	Complete
60	XXXXXXX630	Complete
61	XXXXXXX151	Incomplete
62	XXXXXXX971	Complete
63	XXXXXXX570	Complete
64	XXXXXXX793	Complete
65	XXXXXXX653	Late
66	XXXXXXX923	Late

Exhibit 2

FAX COVER SHEET

☐ Urgent ☐ Reply ASAP ☐ Please Comment ☐ For Your Information

Comment:

CLAIM FORM FLO8149052-A

September 3, 2026

ATT. 700 Credit Data Incident
Settlement Administrator
PO Box 4109
Portland, OR 97208-4109

FROM COREY ALLEN
1050 W Hwy 78 Apt 109
Villa Rica GA 30180-2254
Address ID 1010051844

COREY ALLEN at <https://www.coreyalleninvestments@gmail.com> is submitting this Claim Form in response to the Court-Approved Legal Notice, Unique ID: G49J967EFG, PIN: 6722, in re 700 Credit Data Security Litigation, Case No. 25-cv-13747 United States District Court for the Eastern District of Michigan, Southern Division in regards to the claimants Private Information that may have been impacted in the Data Incident involving 700 Credit, LLC, that was discovered on or about October 25, 2025 entitling the claimant to Settlement Class Member Benefits from a Settlement portion of \$17,500,000 that has been reached in a

FLO8149052-A

class action lawsuit against 700Credit, LLC ("Defendant") regarding a Data Incident discovered on or around October 25, 2025, where it is alleged that cybercriminals gained access to Defendants web application — 700Dealer.com — using compromised credentials, resulting in unauthorized access to or acquisition of Settlement Class Members' Private Information such as names, addresses, dates of birth, and social security numbers that may have been impacted in the Data Incident not to mention the Trademark, Copyright, and Intellectual Property infringement.

As a subset of the Settlement Class, I object to terms and request a hearing by phone or settled through an agreement by mail using the address 1050 W. Highway 78 Apt. 109 Villa Rica GA 30180. Thank you for your help in this matter.

COREY ALLEN Attorney of Record
1050 W Hwy 78 Apt 109
Villa Rica GA 30180
(470) 526-1002

https://coreyalleninvestments@gmail.com

In good faith,



COREY ALLEN
Without Recourse
All Rights Reserved

Sept. 3, 2026

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this consumer initiated complaint was served on the 3rd day of September 2026, by personally delivering it to Federal Express for certified delivery.

Respectfully,

COREY ALLEN

September 3, 2026
Without Recourse

COREY ALLEN
1050 W. Hwy 78 Apt. 109
Villa Rica GA 30180
(470) 526-1002
<https://coreyalleninvestments@gmail.com>

FL08149052-A

Exhibit 3

RECEIVED
SEP 08 2026
LEGAL SERVICES

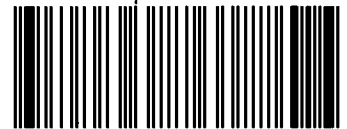
700Credit Data Breach Settlement CA40093583



Objection #

600000002

CERTIFIED MAIL
Document Control



4009358305

Document Range

Begin:

End:

Quantity:

2

—

1

Prepped by:

QC:

Stats:

Scanned by:

ID #: 465	107		SEP 10 2026	SEP 10 2026
09.09.26				

Route to: Vault

*Route to: _____

Formal Objection to Proposed Class Action Settlement

[Your Name] Yolanda Varela (Unique ID:9Q3661FF7G)

[Your Address] 2022 Paseo Del Prado Dr

[City, State ZIP] El Paso TX 79936

[Phone Number] (915)227-1211

[Email Address]

[Date] August 18, 2026

Clerk of the Court

[Court name) UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

[Court Address] 231 W. Lafayette Blvd. Detroit, MI 48226.

[City, State ZIP] Detroit, MI 48226

Re: Objection to Proposed Class Action Settlement

Case Name: [Case Name] In re: 700 Credit Data Security Litigation

Case No.: [Case Number] 25 -cv13747

Dear Honorable Judge Robert J. White / Clerk of the court:

I, Yolanda Varela, submit this formal objection to the proposed class action settlement in the above-referenced matter. I understand that as a class member who has **not opted out of the settlement**, I have the right to object to the proposed settlement and to state the specific grounds for my objection.

I am a member of the settlement class because my Private Information may have been impacted in the Data Incident involving 700 Credit, LLC. Discovered October 25, 2025, and I was sent notice that is why, I am included in the class action lawsuit either, transaction involved, or **notice received**. My contact information is listed above, and I respectfully request that the Court consider this objection before granting final approval of the proposed settlement.

Grounds for Objection

1. The proposed settlement appears unfair, unreasonable, or inadequate. Based on the information provided in the notice and settlement materials, the proposed relief does not

AS-IS
Document Control

700Credit Data Incident
Settlement Administrator
PO Box 4109
Portland, OR 97208-4109

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
PORTLAND, OR
PERMIT NO. 2882

Court-Approved Legal Notice

In re 700 Credit Data Security Litigation
Case No. 25-cv-13747

United States District Court for the Eastern
District of Michigan, Southern Division

If your Private Information may have been
impacted in the Data Incident involving
700Credit, LLC, discovered on or about
October 25, 2025, and you were sent notice,
you may be entitled to Settlement Class
Member Benefits from a Settlement.

A Court has authorized this notice.
This is not a solicitation from a lawyer.

www.700CreditDataBreachSettlement.com
1-877-502-7785

Unique ID: 9Q6994FF7G
PIN: 6235



400935830012275311

YOLANDA VARELA
2022 PASEO DEL PRADO DR
EL PASO TX 79936-3737

206
77536



A \$17,500,000 settlement has been reached in a class action lawsuit against 700Credit, LLC ("Defendant") regarding a Data Incident discovered on or around October 25, 2025, where it is alleged that cybercriminals gained access to Defendant's web application—700Dealer.com—using compromised credentials, resulting in the unauthorized access to or acquisition of Settlement Class Members' Private Information. Private Information means personally identifiable information and private health information, which consists of some combination of the following, but is not limited to: names, addresses, dates of birth, and Social Security numbers.

Who is Included? Records show you are a member of the Settlement Class, defined as: all living individuals residing in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident.

What does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form online or by mail postmarked by September 22, 2026, for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to the Data Incident due to fraud and/or identity theft for up to \$2,500.00 per Settlement Class; **OR**

Cash Payment B – Alternate Cash: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive a cash payment in the estimated amount of \$50.00.

Credit Monitoring: Without submitting a Claim Form, you are receiving an activation code below for two years of free Credit Monitoring. After final approval, go to www.700CreditDataBreachSettlement.com or call toll-free 1-877-502-7785 for instructions on how to activate your credit monitoring code.

ACTIVATION CODE: ADSL-4177-7098-0073-3468

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

Injunctive Relief: Defendant is implementing additional security measures following the Data Incident.

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out postmarked by September 8, 2026. If you do not opt-out, you will give up the right to sue and will release the Defendants and Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards by September 8, 2026. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Cash Payment, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on October 7, 2026, to consider whether to approve the Settlement, Class Counsel's attorneys' fees of up to 1/3 of the Settlement Fund and costs, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This notice is a summary. Learn more at www.700CreditDataBreachSettlement.com, or by calling toll free 1-877-502-7785.

AM8692 v.01

appear to fairly compensate class members for the alleged harm. The amount available to class members, the method of distribution, or the practical value of the relief may be too limited when compared with the claims released and the potential damages at issue.

2. The notice may be insufficient or unclear. The notice provided to class members may not adequately explain the settlement terms, release of claims, **or the consequences of remaining in the settlement class.** Class members should receive clear and complete information before being bound by a judgment.

3. The release of claims may be overly broad. The proposed settlement may require class members to release claims that are broader than the claims litigated or reasonably related to this case. If the release extends beyond the facts and legal issues involved in this lawsuit, **it may unfairly deprive class members of rights without adequate compensation.**

4. The requested attorney's fees, costs, or service awards may be excessive. Any requested attorney's fees, litigation costs, or incentive awards should be carefully reviewed to ensure they are reasonable in relation to the actual benefit provided to the class. **The settlement should prioritize meaningful relief for class members.**

5. The settlement may treat class members unequally. The proposed allocation or claims process may result in unequal treatment of similarly situated class members. **If certain class members receive more favorable treatment without a fair and reasonable basis, the settlement should not be approved as currently written.**

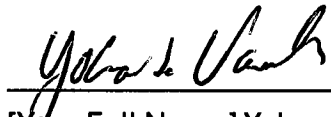
6. The claims process may be burdensome or impractical. If the settlement requires unnecessary documentation, complicated forms, short deadlines, or **other burdens that make it difficult for class members to receive relief,** the Court should require modifications to ensure that valid claims are not discouraged or rejected unfairly.

Requested Relief

For these reasons, I respectfully request that the Court deny final approval of the proposed settlement unless and until the concerns described above are addressed. Alternatively, I request that the Court require revisions to the settlement terms, notice, claims process, release language, or allocation plan as necessary to protect the interests of the class.

I Further

Respectfully submitted,


[Your Full Name] Yolanda Varela
[Date] August 18, 2026

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

*In re 700 Credit Data Security Incident
Litigation,*

Case No. 25-cv-13747

Honorable Robert J. White

**STIPULATED ORDER MODIFYING FINAL APPROVAL HEARING
DATE**

Plaintiffs, individually and on behalf of those similarly situated, and Defendant 700Credit, LLC, by and through their respective counsel, have met and conferred as to the date set for the Final Approval Hearing and submit that good cause exists to modify the Final Approval Hearing date set for December 15, 2026 to an earlier date. The Court, having determined that good cause exists to modify the date for the Final Approval Hearing, shall reset the date.

Accordingly, **IT IS HEREBY ORDERED THAT:**

1. On June 3, 2026, Plaintiffs filed their unopposed Motion for Preliminary Approval of Class Action Settlement. ECF No. 49.
2. On June 4, 2026, the Court entered an Order granting Plaintiffs'

Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”). ECF No. 50.

3. In granting the Preliminary Approval Order, the Court set the date for the Final Approval Hearing as December 15, 2026. ECF No. 50, PageID.697.

4. Following receipt of the Preliminary Approval Order and the date set for the Final Approval Hearing, the Parties met and conferred and discussed the most efficacious date and/or timeframe for the Final Approval Hearing.

5. The Parties agree that an earlier date for the Final Approval Hearing would best serve the Settlement Class and this litigation as a whole, and that a period of approximately 120 days from issuance of the Preliminary Approval Order to the Final Approval Hearing date is optimal—as it would provide sufficient time for Notice to be received and all necessary steps to be complete while avoiding unnecessary delay of the Class benefits.

6. Accordingly, the Parties agree that a hearing date set between October 5, 2026 through October 9, 2026, or as soon thereafter as may be practicable for the Court, would be preferred.

Thus, for good cause shown, the reset date for the Court to hold the Parties Final Approval hearing is **October 7, 2026 at 2:00 pm**.

SO ORDERED.

Dated: June 9, 2026

s/Robert J. White

Robert J. White

United States District Judge

STIPULATED TO:

Dated: June 9, 2026

/s/ E. Powell Miller

E. Powell Miller (P39487)

Gregory A. Mitchell (P68723)

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/s/ Daniel V. Barnett w/consent

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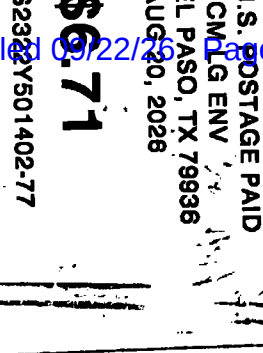
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Exhibit 4

In Re: 700 Credit Data Security Litigation

Case No.: 25-cv-13747

United States District Court for the Southern

District of Michigan, Southern Division

Proper Persona: Vincent K. Raines

216 NE 45th Street

Gainesville, Florida 32641

OBJECTION TO PROPOSED SETTLEMENT

COMES NOW, the above-entitled Member to the above-entitled Litigation before the Honorable U.S. District Court, Vincent K. Raines, a victim/member of the cause before the Court who,

HEREBY submits for the Honorable Court's consideration in this matter his Objections to the Proposed Settlement. To wit:

Vincent K. Raines is a member of the class action litigation pending before the Honorable Court, whose Unique ID 4U4R62669U and PIN: 5727 identifies Raines as a member of this Class Action

Litigation, whose identity has been exposed to the “dark web” since the 700 Credit Data Breach notice of December 22, 2025.

(See: Attached “NOTICE OF DATA BREACH”).

Both Experian, TransUnion, and Equifax have issued an alert that my personal identifiers were on the “Dark Web” as early as March, May, and June of 2026.

There was an credit card account opened in my name with Capital One of which I knew nothing about. Upon disputing this with Experian, the account since been shut down.

Attempts to contact 700CREDIT were futile and went without reply, or response.

Let the Honorable District Court please take note, I Vincent Keith Raines has never signed a contract with nor knew that, 700Credit held my personal identifiers on file. I never authorized 700Credit to store, possess, retain, act as a clearing house for my personal identifiers such

as social security number, date of birth, phone number, home address, nor email address.

In fact, I Vincent Keith Raines has did not even know of a 700Credit Company prior to the December 22, 2025 letter informing me of the fact that 700CreditDataBreach had exposed my personal to a data breach by unauthorized third parties.

That fact alone has serious implication in the intent of 700Credit to store, hold, retain, warehouse, act as a clearinghouse of personal identities of individuals without their knowledge, without authorization, nor without consent or contract for doing so.

Analogous to a HIPPA VIOLATION example, this is merely utilized as an illustration and not actual connection; if a non-medical person accesses an patients file and expose, dispense, pass around that patient's medical information which is "Private and Confidential" and unauthorized for any non-medical personnel who does not have the clearance nor authorization. That non-medical individual would suffer

civil liabilities, fines and, potential incarceration. The fine for the first offense reached tens of thousands of dollars.

My personal identifiers are on the dark web. Period. Potentially exposing me to far reaching damages I will not find out until I try to apply for a out of country visa, pass-port, and/or take a cruise aboard. Once this happens you cannot “take the information back” as though that will prevent future exposure and damages to an individuals’ person, identity, or financial profile.

700Credit seeks a \$17,5000,000.00 settlement/fine with merely paying it’s victims \$50 for mishandling personal identities’ without authorization of the individuals themselves. 700Credit further, refuses to confirm to this member where they received my personal information from, and why was 700Credit housing, storing, withholding my personal identity (i.e. Social Security Number, Date of Birth, Phone Number, Home Address, and Email Address,).

WHEREFORE, based upon the foregoing facts presented to the Honorable District Court, Member Class would pray the Honorable Court to OBJECT TO PROPOSED SETTLEMENT as insufficient to meet the cause of responsibility for such a breach.

Done this 30th day of August, 2026.

/s/ 

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that a true and correct copy(ies) of the foregoing OBJECTION TO PROPOSED SETTLEMENT, has been furnished via U.S. Postal Service and the Clerks of Court for the Southern District of Michigan, to:

Hon. E Powell Miller
950 W. University Dr., Ste 300
Rochester, MI. 48307

Hon. Jeff Ostrow
1 West Las Olas Blvd., 5th FL

Ft. Lauderdale, FL 33301

Clerk's Office

UNITED STATES DISTRICT COURT

For the EASTERN DISTRICT of

MICHIGAN, SOUTHERN DIVISION

Theodore Levin U.S. Courthouse

231 West Lafayette Blvd., Rm 300

Detroit, MI 48226-2782

this 30th day of August 2026.

/s/

A handwritten signature in black ink, appearing to read "V. Kaur", is written over a horizontal line.