

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
Southern Division

Brian J. Martin, Yahmi Nundley, and
Kathleen Cadeau, individually and on behalf
of all others similarly situated,

Case No. 2:15-cv-12838

Hon. David M. Lawson

Plaintiffs,

v.

Trott Law P.C., and David A. Trott,

Defendants.

**SECOND SUPPLEMENTAL AGREEMENT
REGARDING CLASS ACTION SETTLEMENT**

This Second Supplemental Agreement Regarding Class Action Settlement (“Second Supplemental Agreement”) is made and entered into by and among the following parties: (i) Plaintiffs, by and through their counsel of record; (ii) Defendant Trott Law PC, by and through its counsel of record (“Trott Law PC”); and (iii) Defendant David A. Trott, by and through his counsel of record. Defendant Trott Law PC and Defendant David Trott shall be referred to together as “Defendants,” and Plaintiffs and Defendants referred to collectively as the “Parties.”

WHEREAS, the Parties desire to enter into this Second Supplemental Agreement in support of the Class Action Settlement Agreement (“Settlement

Agreement”) previously executed by the Parties in this action;

WHEREAS, the Parties incorporate by reference the definitions set forth in the Settlement Agreement, and intend them to apply as if set forth fully herein; and

WHEREAS, this Second Supplemental Agreement is intended to effectuate the Settlement Agreement by clarifying the class definition (by changing the word “individuals” to “persons”), based on additional information provided by Trott Law PC since the filing of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Settlement (ECF # 165);

NOW, THEREFORE the Parties, through their respective counsel, agree as follows:

1. The class definition in Section 1.2(ff) of the Settlement Agreement is hereby modified to read in its entirety as follows:

(ff) “Settlement Class” shall mean all persons to whom Trott Law PC caused to be sent any version of the Trott PC Foreclosure Letter (defined below) in connection with mortgages conveyed for residential real property located in Michigan, which was not returned as undelivered by the U.S. Post Office, dated from August 11, 2009, through the date of the entry of the Preliminary Approval Order (“Class Period”). Excluded from the Settlement Class are any person whose name and address is not supplied to the Claims Administrator as a Class Member by Trott Law PC, pursuant to Paragraph 7.2 below; the Court and any member of the Court staff; and any potential Class Member who timely submits a valid Request for Exclusion.

2. Paragraph 3 of the [Proposed] Order Granting Preliminary Approval of Conditional Class Action Settlement and Directing class Notice (ECF # 165

Exh. 1-D); Paragraph 6 of the [Proposed] Judgment (ECF # 165 Exh. 1-A); and the definition of “Settlement Class” in the Long Form Notice (ECF # 165 Exh. 1-B) shall each be modified to conform to the class definition set forth in the previous paragraph of this Second Supplemental Agreement.

3. Section 7.2 of the Settlement Agreement is hereby modified to read in its entirety as follows:

7.2 Trott Law PC shall, within ten (10) Days of entry of the Preliminary Approval Order (if not previously supplied), cause to be provided to the Claims Administrator at its expense an Excel spreadsheet of the names and last known addresses of all persons to whom Trott Law PC caused to be sent any version of the Trott PC Foreclosure Letter which was not returned as undelivered by the U.S. Post Office during the Class Period, however Trott Law PC is not obligated to undertake any effort to update any Class Member address currently in its data base. Trott Law PC shall separately provide to Class Counsel a list of all Class Members, in the same form as supplied to the Claims Administrator.

4. Section 12.2 of the Settlement Agreement is hereby modified to read in its entirety as follows:

12.2 Class Members will be limited to one Approved Claim per person. All Class Members timely filing valid Claims will be entitled to only one pro-rata distribution, subject to verification by the Claims Administrator. Each addressee of a Trott PC Foreclosure Letter shall be treated as a Class Member and may submit a separate Claim, Objection, or Request for Exclusion accordingly.

5. The Postcard Notice and the Long Form Notice shall each be modified to reflect an anticipated (estimated) recovery for valid claims in the range of \$100 to \$175 per claimant, in lieu of the previous estimate, based on an updated

reduced class estimate of approximately 250,000 members.

6. Except as expressly provided above, this Second Supplemental Agreement does not modify the Settlement Agreement, nor does it affect the Supplemental Settlement Agreement Regarding Class Settlement Agreement previously filed, each of which remains in effect pending preliminary approval of the Court.


WHEREFORE, the Parties hereto have caused this Second Supplemental Agreement to be executed by their duly authorized representatives.



Andrew J. McGuinness
ANDREW J. MCGUINNESS, ESQ.

Date: June 1 , 2018

Class Counsel



Andrew N. Friedman
COHEN MILSTEIN SELLERS & TOLL PLLC

Date: June 1 , 2018

Class Counsel

Kathleen H. Klaus
MADDIN, HAUSER, ROTH & HELLER, PC

Date: June _____, 2018

Counsel for Trott Law PC

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Date: June 1, 2018

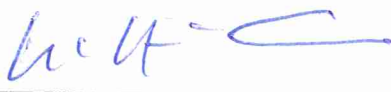
Class Counsel



Andrew N. Friedman
COHEN MILSTEIN SELLERS & TOLL PLLC

Date: June 1, 2018


Class Counsel



Kathleen H. Klaus
MADDIN, HAUSER, ROTH & HELLER, PC

Date: June 4, 2018

Counsel for Trott Law PC



Bruce L. Segal
HONIGMAN MILLER SCHWARTZ & COHN LLP

Date: June 4, 2018

Counsel for David A. Trott