

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.

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**SUPPLEMENTAL AGREEMENT REGARDING  
CLASS ACTION SETTLEMENT AGREEMENT**

This Supplemental Agreement Regarding Class Action Settlement (“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 Supplemental Agreement in support of the Class Action Settlement Agreement (“Settlement Agreement”) 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;

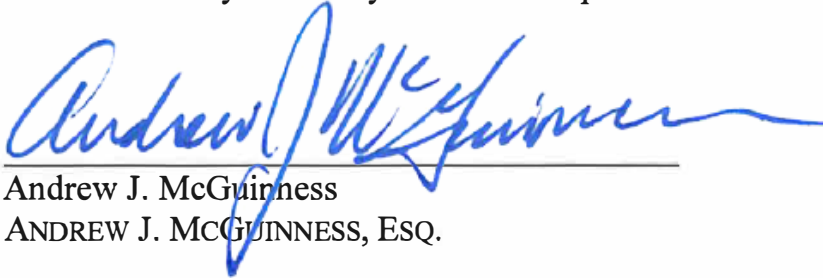
WHEREAS, this Supplemental Agreement is entered into pursuant to the provisions of Paragraph 9.4 of the Settlement Agreement regarding Requests for Exclusion;

NOW, THEREFORE the Parties and their counsel covenant and agree as follows:

1. Defendants, or either of them, shall have the option of terminating the Settlement Agreement, at their sole option, prior to the Final Approval (Final Fairness) Hearing if the number of Class Members who timely submit valid Requests for Exclusion exceeds five (5) percent of the Settlement Class.
2. In the event Defendants, or either of them, exercise their right to terminate the Settlement Agreement under this Supplemental Agreement, Defendants, or either of them, shall notify Class Counsel in writing served no later than five (5) days after notification by the Claims Administrator of the number of timely, valid Requests for Exclusion.
3. An election by Defendants, or either of them, to terminate the Settlement Agreement pursuant to this Supplemental Agreement shall have the legal effect as set forth in Section 16 of the Settlement Agreement.
4. The Parties and their counsel agree not to solicit, directly or indirectly,

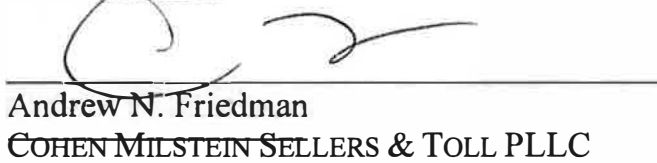
members of the Settlement Class to request exclusion from the Settlement.

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

  
\_\_\_\_\_  
Andrew J. McGuinness  
ANDREW J. MCGUINNESS, ESQ.

Date: April 30, 2018

**Class Counsel**

  
\_\_\_\_\_  
Andrew N. Friedman  
COHEN MILSTEIN SELLERS & TOLL PLLC

Date: April 30 2018

**Class Counsel**

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

Date: April \_\_\_\_\_ 2018

**Counsel for Trott Law PC**

\_\_\_\_\_  
Bruce L. Segal  
HONIGMAN MILLER SCHWARTZ & COHN LLP

Date: April \_\_\_\_\_ 2018

**Counsel for David A. Trott**

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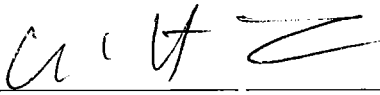
Date: April \_\_\_\_\_ 2018

**Class Counsel**

\_\_\_\_\_  
Andrew N. Friedman  
COHEN MILSTEIN SELLERS & TOLL PLLC

Date: April \_\_\_\_\_ 2018

**Class Counsel**

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

Date: May 1 \_\_\_\_\_ 2018

**Counsel for Trott Law PC**

\_\_\_\_\_  
Bruce L. Segal  
HONIGMAN MILLER SCHWARTZ & COHN LLP

Date: April \_\_\_\_\_ 2018

**Counsel for David A. Trott**

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ANDREW J. MCGUINNESS, ESQ.

Date: April \_\_\_\_\_ 2018

**Class Counsel**

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Andrew N. Friedman  
COHEN MILSTEIN SELLERS & TOLL PLLC

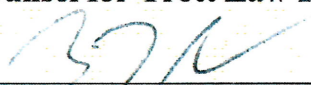
Date: April \_\_\_\_\_ 2018

**Class Counsel**

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

Date: April \_\_\_\_\_ 2018

**Counsel for Trott Law PC**

  
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Bruce L. Segal  
HONIGMAN MILLER SCHWARTZ & COHN LLP

Date: <sup>May</sup> April   5   2018

**Counsel for David A. Trott**