

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

MICHELLE NELSON, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

v.

SUN COMMUNITIES, INC., GARY A.  
SCHIFFMAN, JOHN BANDINI MCLAREN,  
KAREN J. DEARING, and FERNANDO  
CASTRO-CARATINI,

Defendants.

Case No. 2:24-cv-13314-LVP-  
EAS

**STIPULATION OF  
SETTLEMENT**

This Stipulation of Settlement (together with all Exhibits thereto, the “Stipulation”), dated as of April 3, 2026 which is entered into by and among Court-appointed Lead Plaintiff Patrick Logan (“Lead Plaintiff”) and additional named plaintiff Michelle Nelson (collectively with Lead Plaintiff, “Plaintiffs”) and Defendants Sun Communities, Inc. (“Sun”), Gary A. Schiffman, John Bandini McLaren, Karen J. Dearing, and Fernando Castro-Caratini (the “Individual Defendants” and, collectively with Sun, the “Defendants,” and together with Plaintiffs, the “Parties” and each a “Party”), by and through their undersigned attorneys, states all of the terms of the settlement and resolution of this matter by the Parties and is intended by the Parties to fully and finally release, resolve, remise, discharge, settle, and dismiss with prejudice this Action and the Released Claims (as

defined herein), subject to the approval of the United States District Court for the Eastern District of Michigan (the “Court”).

WHEREAS, the initial complaint in the above-captioned action (this “Action”) was filed on December 12, 2024 (the “Complaint”) (ECF No. 1) by Plaintiff Michelle Nelson against Defendants alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”). On February 10, 2025, counsel for Lead Plaintiff Patrick Logan filed a motion for appointment as lead counsel (ECF No. 16). On February 17, 2025, the Court entered an order appointing Lead Plaintiff as lead plaintiff and appointing The Rosen Law Firm, P.A. as Lead Counsel (ECF No. 20);

WHEREAS, on August 1, 2025, the Parties entered into a stipulation setting forth a schedule for amending the complaint and responding thereto (ECF No. 21);

WHEREAS, on September 19, 2025, the Parties entered into a stipulation amending the schedule previously endorsed by the Court (ECF No. 22);

WHEREAS, on October 11, 2025, the Parties agreed to participate in a private mediation session and, accordingly, entered into a stipulation staying all deadlines in the Action (ECF No. 23);

WHEREAS, on November 24, 2025, the Parties mediated before an experienced mediator familiar with securities class actions, Jed Melnick of JAMS. The mediation was successful and the Parties agreed to settle the Action for a cash

payment of \$2,300,000;

WHEREAS, Plaintiffs believe that the claims asserted in the Action have merit and that the evidence of the underlying events and transactions alleged in the Complaint would support their claims. Nonetheless, Plaintiffs and their counsel recognize and acknowledge the expense and length of continued prosecution of the Action through trial and any subsequent appeals. Plaintiffs and their counsel also have taken into account the uncertain outcome and risks of any litigation, including risk of collecting upon a judgment, and believe that the Settlement as set forth in this Stipulation confers substantial benefits upon the Settlement Class (defined in Section I(GG) below). Based on their evaluation, Plaintiffs and their counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation; and

WHEREAS, Defendants have denied and continue to deny all allegations of wrongdoing, liability, or damage whatsoever arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Complaint, and maintain that their conduct was at all times proper and in compliance with all applicable laws. Defendants, however, also recognize the expense, risks, and uncertainty inherent in any litigation, and desire to settle the claims against them

so as to avoid the uncertainty, burden, and expense of further litigation. Defendants therefore believe that it is desirable to secure releases to the fullest extent permitted by law and fully and finally resolve the Action in the manner and upon the terms and conditions set forth in this Stipulation;

NOW, THEREFORE, without any admission or concession whatsoever by the Defendants of any liability or wrongdoing or lack of merit in the defenses the Defendants could have asserted to all claims alleged in the Complaint, IT IS HEREBY STIPULATED AND AGREED by and among the Parties through their undersigned counsel that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Action and the Released Claims shall be finally, fully, and forever compromised, settled, released, resolved, relinquished, waived, and discharged, and the Action shall be dismissed fully, finally. and with prejudice and all Released Claims shall be finally and fully released as against the Released Defendant Parties and Releasing Plaintiff Parties, upon and subject to the terms and conditions of this Stipulation, as follows:

**I. Definitions**

A. “Authorized Claimant” means any Settlement Class Member who is a Claimant and whose claim for recovery has been allowed pursuant to the terms of

this Stipulation and the exhibits hereto, as approved by the Claims Administrator or any order of the Court.

B. “Attorney Fee and Expense Award” means: (a) an award of attorneys’ fees; plus (b) reimbursement of actual costs and expenses, including experts and consultants, incurred in connection with prosecuting the Action, plus any interest on such attorneys’ fees, costs, and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court.

C. “Award to Plaintiffs” means a request for reimbursement to Plaintiffs for their reasonable costs and expenses (including lost wages) directly related to Plaintiffs’ representation of the putative class and Settlement Class in the Action.

D. “Business Day” means any day except Saturday or Sunday or any other day on which national banks are authorized by law or executive order to close in the State of Michigan.

E. “Claimant” means any Settlement Class Member who submits a Proof of Claim and Release Form to the Claims Administrator in such form and manner, and within such time, as the Court shall prescribe.

F. “Claims” means any and all manner of claims, debts, demands, controversies, obligations, losses, costs, interest, penalties, fees, expenses, rights, duties, judgments, sums of money, suits, contracts, agreements, promises, damages, actions, causes of action, and liabilities, of every nature and description in law or

equity (including, but not limited to, any claims for damages, whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise, injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys' fees, expert or consulting fees, costs, or expenses), accrued or unaccrued, known or unknown, arising under federal, state, common, administrative, or foreign law, or any other law, rule, or regulation.

G. "Claims Administrator" means Strategic Claims Services, Inc.

H. "Effective Date" means the first day by which all of the events and conditions to the Settlement, set forth in Section XI(A), are satisfied, or have been waived.

I. "Escrow Account" means an interest-bearing account established by the Escrow Agent (as defined below). The Escrow Account shall be managed by the Escrow Agent, subject to the Court's supervisory authority, for the benefit of Plaintiffs and the Settlement Class in accordance with the terms of this Stipulation and any order of the Court.

J. "Escrow Agent" means Strategic Claims Services or its appointed agents. The Escrow Agent shall perform the duties as set forth in this Stipulation and any order of the Court.

K. "Final" when referring to the Judgment means exhaustion of all possible appeals, meaning (i) the expiration of the time to file a motion to alter or

amend the Judgment under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) a motion to alter or amend the Judgment is timely filed, and the motion is denied; (iii) if no appeal or request for review is filed, the day after the date of expiration of any time for appeal or review of the Judgment; or (iv) if an appeal or request for review is filed, the day after the date the last-taken appeal or request for review is dismissed, or the Judgment is upheld on appeal or review in all material respects, and is not subject to further review on appeal or by certiorari or otherwise; provided, however, that no order of the Court or modification or reversal on appeal or any other order relating solely to the amount, payment, or allocation of attorneys' fees and expenses or to the Plan of Allocation shall constitute grounds for cancellation or termination of this Settlement or affect its terms, including the Released Claims in Section I(Z), or shall affect or delay the date on which the Judgment becomes Final.

L. "Immediate Family Members" means current and former spouses, parents, stepparents, foster parents, fathers-in-law, mothers-in-law, children, stepchildren, foster children, sons-in-law, daughters-in-law, grandparents, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, and first cousins. First cousin means the child of a parent's sibling *i.e.*, the child of an aunt or uncle.

M. “Judgment” means the order and judgment to be entered by the Court finally approving the Settlement and dismissing the Action with prejudice, substantially in the form attached hereto as Exhibit B, as well as any form of final judgment that may be entered by the Court in a form other than the form attached hereto as Exhibit B and where none of the Settling Parties elects to terminate this Settlement by reason of such variance, consistent with the terms of this Stipulation

N. “Lead Counsel” means The Rosen Law Firm, P.A.

O. “Net Settlement Fund” means the Settlement Fund less: (i) any Court-awarded Attorney Fee and Expense Award or Award to Plaintiffs, and interest thereon; (ii) Notice and Administration Costs; (iii) Settlement Fund Taxes and Tax Expenses; and (iv) other Court-approved deductions.

P. “Notice” means collectively, the Notice of Pendency and Proposed Settlement of Class Action (“Long Notice”) and the Summary Notice of Pendency and Proposed Class Action Settlement (“Summary Notice”), which are to be made available to Settlement Class Members on the Claims Administrator’s website and/or emailed to Settlement Class Members substantially in the forms attached hereto as Exhibits A-1 and A-3.

Q. “Notice and Administration Costs” means the costs and expenses reasonably and actually incurred by, and the reasonable fees charged by, the Claims Administrator in connection with notice dissemination and claims administration

upon presentation of customary invoices therefor, which invoices have been approved by Lead Counsel, including, without limitation: the cost of identifying and locating Settlement Class Members; the cost of emailing the Long Notice; publishing the Summary Notice (such amounts shall include, without limitation, the actual costs of publication in national newswires, and reimbursement to nominee owners for forwarding notice to their beneficial owners); soliciting claims from Settlement Class Members; assisting with the filing of claims; processing Claim Forms; administering and distributing the Net Settlement Fund to Authorized Claimants; preparing returns and ensuring all Taxes due on the Settlement Fund are paid; and paying escrow fees and costs, if any.

R. “Opt-Out” means any one of, and “Opt-Outs” means all of, any Persons who otherwise would be “Settlement Class Members” as defined in Section I(HH) but who have validly and timely requested exclusion from the Settlement Class in accordance with the requirements set by the Court in connection with the Settlement.

S. “Person(s)” means any individual, corporation (including all divisions and subsidiaries thereof), fund, limited liability corporation, limited liability company, joint venture, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their respective

spouses, heirs, beneficiaries, executors, administrators, predecessors, successors, representatives, agents, trustees, estates, or assignees.

T. “Plaintiffs’ Counsel” means Lead Counsel, Shea Law, PLLC, and Levi & Korsinsky, LLP.

U. “Plan of Allocation” means a plan or formula for allocating the Settlement Fund to Authorized Claimants after payment of Notice and Administration Costs, Taxes and Tax Expenses, and such Attorney Fee and Expense Award as may be awarded by the Court. Any Plan of Allocation is not a condition to the effectiveness of this Stipulation, and Released Defendant Parties shall have no responsibility or liability with respect thereto.

V. “Preliminary Approval Order” means an order entered by the Court, substantially in the form attached hereto as Exhibit A, granting, *inter alia*: (i) the preliminary approval of the Settlement set forth in this Stipulation; (ii) preliminary certification of the Settlement Class; and (iii) approval for the dissemination of the Long Notice, the publication of the Summary Notice, and the Claim Form to be posted on the case-designated website,

W. “Proof of Claim” or “Claim Form” means the Proof of Claim and Release Form a Claimant must complete and submit to the Claims Administrator in order to seek to share in a distribution of the Net Settlement Fund. The Proof of

Claim and Release Form shall be substantially in the form attached hereto as Exhibit A-2, subject to approval of the Court.

X. “Related Parties” means any Person’s former, present, or future parents, subsidiaries, divisions, controlling persons, associates, related entities and affiliates, any entity in which a Person has a controlling interest, and each and all of the Person’s and their respective past, present, and former employees, independent contractors, members, partners, principals, officers, directors, equity holders, managers, servants, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, managing directors, supervisors, contractors, experts, entities providing fairness opinions, general or limited partners or partnerships, limited liability companies, joint venturers and insurers and reinsurers or co-insurers of each of them; as well as the predecessors, successors, sister corporations, estates, Immediate Family Members, heirs, executors, legatees, devisees, receivers, settlors, beneficiaries, trusts, trustees, administrators, agents, legal or any other representatives, assigns, assignors, and assignees of each of them.

Y. “Releases” means the releases set for in Section IV of this Stipulation.

Z. “Released Claims” means Released Plaintiffs’ Claims and Released Defendants’ Claims, including Unknown Claims.

AA. “Released Defendants’ Claims” means the release by Defendants, upon the Effective Date, as against Releasing Plaintiff Parties (as defined herein), of all Claims and causes of action of every nature and description, whether known Claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the Claims asserted in the Action against Defendants. Released Defendants’ Claims shall not include (i) any Claims relating to the enforcement of the Settlement; (ii) any Claims between the Released Defendant Parties and their respective insurers; and (iii) any Claims relating to any shareholder that validly requests exclusion or opts-out in accordance with the requirements set by the Court in connection with the Settlement.

BB. “Released Defendant Party” or “Released Defendant Parties” means each and all of Defendants, Defendants’ counsel, and any of their Related Parties. The Released Defendant Parties, excluding Defendants themselves, are intended as third-party beneficiaries of this Settlement with respect to the release of the Released Plaintiffs’ Claims.

CC. “Released Plaintiffs’ Claims” means the release, upon the Effective Date, by any Releasing Plaintiff Party, as against Released Defendant Parties, of any and all Claims, rights and causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, judgments, matters, issues,

promises, losses, damages, and liabilities, including both known and Unknown Claims, of every nature and description whatsoever, whether contingent or non-contingent, mature or not mature, accrued or not accrued, concealed or hidden, or suspected or unsuspected, including any claims arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, whether foreign or domestic, in law, in contract, or in equity, regardless of legal or equitable theory, whether class or individual in nature, that: (i) have been asserted in the Complaint; (ii) could have been asserted in the Complaint or in any forum that arise out of, are based upon, set forth or involve the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint; or (iii) relate to the purchase or other acquisition of Sun securities. Released Plaintiffs' Claims shall not include (i) any Claims relating to the enforcement of the Settlement; and (ii) any Claims of any Opt-Outs.

DD. "Releasing Plaintiff Party" or "Releasing Plaintiff Parties" means each and every Settlement Class Member, Plaintiffs, Lead Counsel, and each of their Related Parties. "Releasing Plaintiff Party" or "Releasing Plaintiff Parties" does not include any Opt-Outs.

EE. "Settlement" means the settlement of the Action as contemplated by the terms of this Stipulation.

FF. “Settlement Amount” means the cash sum of \$2,300,000.00 (Two Million Three Hundred Thousand U.S. Dollars). The Settlement Amount includes all Notice and Administration Costs, any Attorney Fee and Expense Award and Award to Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4) (as allowed by the Court), Settlement Class Member benefits, and any other costs, expenses, or fees of any kind whatsoever associated with the Settlement, other than the costs of notice pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §1715(b).

GG. “Settlement Class” means all Persons who purchased or otherwise acquired publicly-traded Sun common stock between February 28, 2019 and September 24, 2024 (the “Class Period”), inclusive, and were alleged to be damaged thereby. Excluded from the Settlement Class are Sun, the Individual Defendants, and each of their Immediate Family Members, legal representatives, heirs, successors or assigns, and any entity in which any of the Defendants have or had a controlling interest. Opt-Outs are also excluded from the Settlement Class.

HH. “Settlement Class Member(s)” means a Person who falls within the definition of Settlement Class as set forth in Section I(GG) above.

II. “Settlement Fund” means all funds transferred to the Escrow Account pursuant to this Stipulation and any interest or other income earned thereon.

JJ. “Settlement Hearing” means the hearing at or after which the Court will make a final decision pursuant to Rule 23(e)(2) of the Federal Rules of Civil

Procedure as to whether the Settlement contained in the Stipulation is fair, reasonable and adequate, and therefore should receive final approval from the Court.

KK. “Settling Parties” means, collectively, Plaintiffs on behalf of themselves and the Settlement Class, and Defendants.

LL. “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited, to any local, state, and federal taxes.

MM. “Tax Expenses” means expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation of Tax returns and related documents, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section X herein.

NN. “Unknown Claims” means and includes any and all Claims that Plaintiffs and Settlement Class Members (with respect to Released Plaintiffs’ Claims) or Defendants (with respect to Released Defendants’ Claims) do not know or suspect to exist at the time of the release. This includes Claims which, if known, might have affected the Settlement and Released Plaintiffs’ Claims and Released Defendants’ Claims, including the decision to object or not to object to this

Settlement. The Parties expressly acknowledge and shall be deemed to have expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law that is, or is similar, comparable, or equivalent to California Civil Code ¶ 1542, which provides:

***A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.***

Plaintiffs, Settlement Class Members, and Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those known or believed to be true with respect to the subject matter of Released Plaintiffs' Claims or Released Defendants' Claims, but they expressly, fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date and by operation of the Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties expressly acknowledge, and each releasing party hereunder by operation

of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and a material element of the Settlement.

## **II. Settlement Consideration**

A. In consideration of the full and final release, settlement, and discharge of all Released Plaintiffs’ Claims, Defendants agree to pay and/or cause to be paid a total of \$2,300,000 in cash to settle the Action, as further described in this paragraph. The Settlement Amount shall be paid into an interest-bearing Escrow Account established for the Settlement, subject to the authority of the Court, within twenty-one (21) calendar days after the later of: (i) the Court’s entry of an order preliminarily approving the Settlement; and (ii) Lead Counsel providing to Defendants’ counsel and Defendants’ insurers receipt of all information requested by Defendants’ counsel to effectuate the payment of the Settlement Amount, including, but not limited to, complete mailing instructions or wire instructions, payment address, the bank name and ABA routing number, account name and number, a signed W-9 reflecting a valid taxpayer identification number for the Settlement Fund, and the name and phone number of a contact person for oral verification of payment instructions. Upon the Effective Date, Defendants shall also release all Released Defendants’ Claims.

B. With the sole exception of Defendants’ or their insurers’ obligation to pay, or cause to be paid, the Settlement Amount into the Escrow Account as provided

for in Section II(A) and dissemination of notice pursuant to the CAFA as detailed in Section XIII(F), Defendants shall have no obligation to pay, or cause payment of, any other payment in connection with the Settlement, including, but not limited to, (i) any other payments into the Escrow Account; (ii) any other payments to any Settlement Class Members; or (iii) any Attorney Fee and Expense Award. There will be no responsibility on the part of the Individual Defendants to pay any portion of the Settlement Amount or pay any other amount in connection with this Settlement.

### **III. The Escrow Account**

A. The Escrow Account, including any interest earned thereon net of any taxes on the income thereof, shall be used to pay: (i) any Attorney Fee and Expense Award; (ii) Taxes and Tax Expenses; and (iii) Notice and Administration Costs. The balance of the Escrow Account shall be the Net Settlement Fund and shall be distributed to the Authorized Claimants as set forth in the Plan of Allocation. Plaintiffs and Settlement Class Members shall look solely to the Net Settlement Fund for any payments under this Settlement.

B. All funds and instruments held by the Escrow Agent shall be deemed *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to the Stipulation and/or further orders of the Court.

C. Escrow Agent shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. The Escrow Agent shall reinvest the proceeds of these instruments or accounts as they mature in similar instruments or accounts at their then-current market rates.

D. Prior to the Effective Date, the Escrow Agent shall not disburse the Settlement Fund or Net Settlement Fund except as provided in this Stipulation, by order of the Court, or with the prior written agreement of Lead Counsel and Defendants’ counsel.

E. After the Effective Date, Defendants shall have no interest in the Settlement Fund or in the Net Settlement Fund.

F. The Escrow Agent shall be authorized to execute only such transactions as are consistent with the terms of this Stipulation and the order(s) and/or directions of the Court.

G. The Settlement Fund and Net Settlement Fund shall bear all risks related to the investments of the Settlement Amount. The Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever, including

with respect to investment decisions or actions of the Escrow Agent, which includes any transactions executed by the Escrow Agent. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Defendant Parties harmless for the investment decisions and actions of the Escrow Agent, including any transactions executed by the Escrow Agent. For the avoidance of doubt, the Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any transactions executed by the Escrow Agent. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Defendant Parties harmless for any transaction executed by the Escrow Agent.

#### **IV. Releases**

A. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and Final disposition of the Action as against Defendants; (ii) the Releases provided for herein; and (iii) all other terms contained herein.

B. Pursuant to the Judgment, without further action by anyone, upon the Effective Date, the Releasing Plaintiff Parties, including, but not limited to, Plaintiffs and each of the Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, and on behalf of any other person or entity legally entitled

to bring Released Plaintiffs' Claims on behalf of any Settlement Class Member, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, waived, released, resolved, relinquished, discharged, and dismissed with prejudice each and every one of the Released Plaintiffs' Claims against each and every one of the Released Defendant Parties, and shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, intervening in, continuing to prosecute, or maintaining in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind or character (whether brought directly, in a representative capacity, derivatively, or in any other capacity) any and all of the Released Plaintiffs' Claims against any and all of the Released Defendant Parties, whether or not such Releasing Plaintiff Party executes and delivers the Proof of Claim and Release Form or shares in the Net Settlement Fund.

C. Any Proof of Claim and Release Form that is executed by Settlement Class Members shall release all Released Plaintiffs' Claims against the Released Defendant Parties and shall be substantially in the form contained in Exhibit A-2 attached hereto.

D. Upon the Effective Date, each of the Released Defendant Parties shall be deemed to have, and by operation of law and of the Judgment shall have, fully,

finally, and forever released, relinquished, and discharged all Released Defendants' Claims against Plaintiffs, the Settlement Class, and Plaintiffs' Counsel.

E. Notwithstanding Sections IV(A)-(D) above, nothing in the Judgment shall release or bar any Releasing Plaintiff Party or Released Defendant Party from bringing any action or claim to enforce the terms of this Stipulation of Settlement or the Judgment.

## **V. The Notice and Administration Costs**

A. It shall be Lead Counsel's responsibility to disseminate the Long Notice, Claim Form, and Summary Notice to potential Settlement Class Members in accordance with this Stipulation as ordered by the Court. Released Defendant Parties are not responsible for, and shall not be liable for, any costs incurred in connection with providing notice to the Settlement Class, locating Settlement Class Members, administering and distributing the Settlement Fund, or processing Proofs of Claim. Released Defendant Parties shall have no responsibility for or liability whatsoever with respect to the notice process or the Notice and Administration Costs, nor shall they have any responsibility or liability whatsoever for any claims with respect thereto, including any claims that may arise from any failure of the notice process.

B. At any time after entry of the Preliminary Approval Order, Lead Counsel may, without further approval from the Court or Defendants, disburse up to

\$250,000 from the Settlement Fund to pay reasonable and necessary Notice and Administration Costs prior to the Effective Date. After the Effective Date, additional amounts may be transferred from the Settlement Fund for Lead Counsel to pay any additional, reasonable, and necessary additional Notice and Administration Costs without further order of the Court.

C. Plaintiffs, Plaintiffs' Counsel, Defendants, and Defendants' counsel shall not bear any liability for Notice and Administration Costs.

D. Defendants and Defendants' counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the determination, administration, calculation, or payment of any Claims asserted against the Settlement Fund; (iv) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (v) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the filing of any federal, state, or local returns.

E. Sun shall make reasonable efforts to provide within ten (10) calendar days after the Court's entry of the Preliminary Approval Order, and at no cost to the

Settlement Fund, Plaintiffs, the Settlement Class, Lead Counsel, or the Claims Administrator, a list of shareholders of record during the Settlement Class Period, in electronic format, such as Excel, to the extent that such a list is in the custody, control, or possession of Sun.

## **VI. Preliminary Approval Order**

A. Promptly after execution of this Stipulation, Lead Counsel shall submit this Stipulation together with its Exhibits to the Court, and Plaintiffs shall apply for entry of a Preliminary Approval Order substantially in the form and content of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement as set forth in the Stipulation and approval of forms of notice to be emailed to all potential Settlement Class Members who can be identified with reasonable effort (the Long Notice) and to be published (the Summary Notice), substantially in the forms and contents of Exhibits A-1, and A-3, hereto. The Long Notice shall include a Claim Form, substantially in the form of Exhibit A-2 attached hereto, the general terms of the Settlement set forth in the Stipulation and shall set forth the procedure by which Persons who otherwise would be Settlement Class Members may request to be excluded from the Settlement Class.

B. Lead Plaintiff shall request that, once Notice has been distributed in accordance with this Stipulation, the Court hold the Settlement Hearing and finally approve the Settlement of the Action with respect to the Parties.

C. In the motion for preliminary approval of the Settlement, Lead Counsel shall request that, after notice to the Settlement Class is given and not earlier than ninety (90) calendar days after the later of the dates on which the appropriate federal and state officials are provided with notice pursuant to CAFA, the Court hold the Settlement Hearing and approve the Settlement of the Action as set forth herein.

## **VII. Final Approval of the Settlement**

A. Plaintiffs shall move consistent with the schedule to be set by the Court for final approval of the Settlement, including entry of the Judgment, as defined herein. At the Settlement Hearing, the Parties shall jointly request entry of the Judgment. At or after the Settlement Hearing, Lead Counsel will also request that the Court approve the proposed Plan of Allocation and the Fee and Expense Application.

B. In the Judgment, the Settlement Class shall be certified for purposes of this Settlement only, but in the event that the Judgment does not become Final or the Settlement fails to become effective for any reason, all Parties reserve all their rights on all issues, including class certification. For purposes of this Settlement only, in connection with the Judgment, Defendants shall consent to (i) the appointment of Plaintiffs as class representatives, (ii) the appointment of The Rosen Law Firm, P.A. as class counsel, and (iii) the certification of the Settlement Class pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

### **VIII. Attorneys' Fees and Expenses**

A. Lead Counsel may submit an application or applications (the "Fee and Expense Application") for distributions solely from the Settlement Fund for the Attorney Fee and Expense Award. Lead Counsel reserves the right to make additional applications for expenses incurred, if necessary.

B. Immediately after the Court enters an Attorney Fee and Expense Award, the amounts awarded by the Court shall be released from the Escrow Account and wired as directed by Lead Counsel. These payments, plus accrued earnings at the same rate as is earned by the Settlement Fund, shall be subject to refund or repayment within ten (10) Business Days by Lead Counsel to the Persons who contributed to the Settlement Fund if the Judgment does not become Final, or if the Court or any appellate court enters an order reversing or reducing any Attorney Fee and Expense Award. Any refunds required pursuant to this paragraph shall be the obligation of Lead Counsel, including their respective partners and/or members, and Plaintiffs who received any amount from the Settlement Fund to make appropriate refunds or repayments to the Settlement Fund. Lead Counsel and Plaintiffs, as a condition of receiving such fees and expenses or awards, on behalf of themselves and each of their respective partners and/or shareholders, agree that (a) such Person and its partners, shareholders, and/or members are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this

paragraph, and (b) are severally liable for the full amount of all Attorney Fee and Expense Awards and Award to Plaintiffs paid to them from the Settlement Fund together with the interest thereon.

C. The procedure for and allowance or disallowance by the Court of any application by Lead Counsel for an Attorney Fee and Expense Award, or Award to Plaintiffs, are not part of the Settlement set forth in this Stipulation and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order or proceedings relating to the Fee and Expense Application, or any appeal, reversal, or modification of the Attorney Fee and Expense Award or Award to Plaintiffs shall not operate to modify, terminate, or cancel this Stipulation, or affect or delay the finality of the Judgment approving this Stipulation and the Settlement of the Action. For the avoidance of doubt, Lead Counsel will only seek an Attorney Fee and Expense Award and any Award to Plaintiffs from the Settlement Fund; Plaintiffs and Lead Counsel will not seek any fees, costs, expenses, or other monetary sum from the Released Defendant Parties.

D. Except as provided in Section II, Released Defendant Parties shall have no responsibility for, or liability with respect to, any payment (including Taxes) to Plaintiffs, Settlement Class Members, Lead Counsel or any other Plaintiffs' counsel and/or any other Person who receives payment from the Settlement Fund or Net

Settlement Fund, or the allocation among Plaintiffs' Counsel and/or any other Person who may assert some claim thereto, of any Attorney Fee and Expense Award that the Court may make in this Action.

E. The Settlement Fund will be the sole source for any award of any Attorney Fee and Expense Award, or Award to Plaintiffs, as ordered by the Court. Lead Counsel may apply to the Court to authorize the payment of an Award to Plaintiffs for the time and expenses expended by Plaintiffs in assisting Lead Counsel in the litigation of this Action. Any Award to Plaintiffs shall be payable after the Effective Date, and from the Settlement Fund only.

#### **IX. Administration of Net Settlement Fund**

A. Each Settlement Class Member wishing to participate in the Settlement shall be required to submit a Claim Form in the form annexed hereto as Exhibit A-2, signed under penalty of perjury by the beneficial owner(s) of the stock or by someone with documented authority to sign for the beneficial owner(s), and supported by such documentation as specified in the instructions accompanying the Claim Form.

B. All Claim Forms must be received within the time prescribed in the Preliminary Approval Order unless otherwise ordered by the Court. Any Settlement Class Member who fails to submit a properly completed Claim Form within such period as shall be authorized by the Court shall be forever barred from receiving any

payments pursuant to this Stipulation or from the Net Settlement Fund, but will in all other respects be subject to and bound by the provisions of this Stipulation and the Judgment, including, without limitation, the release of the Released Claims, dismissal of the Action with prejudice, and will fully, finally, and forever be barred from bringing any action against the Released Defendant Parties concerning the Released Plaintiffs' Claims.

C. The Claims Administrator shall administer the Settlement subject to such approvals by the Court as circumstances may require.

D. Each Claim Form shall be submitted to the Claims Administrator, who shall determine, in accordance with this Stipulation and the Plan of Allocation to be formulated by Lead Counsel for approval by the Court, the extent, if any, to which each Claim shall be allowed, subject to review by the Court.

E. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, including, but not limited to, all releases provided for herein and in the Judgment. All proceedings with respect to the administration, processing, and determination of claims, and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court, but shall not in any event delay or affect the finality of the Judgment. All Settlement Class Members, other Claimants, and Settling Parties expressly waive trial by jury

(to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

F. Following the Effective Date, the Net Settlement Fund shall be distributed to Authorized Claimants substantially in accordance with a Plan of Allocation to be described in the Long Notice and approved by the Court.

G. The Claims Administrator shall administer and calculate the Claims submitted by Settlement Class Members, determine the extent to which Claims shall be allowed, and oversee distribution of the Net Settlement Fund to Authorized Claimants, subject to appeal to, and jurisdiction of, the Court. Neither Lead Counsel, its designees or agents, Plaintiffs, Defendants' counsel, nor Released Defendant Parties shall have any liability arising out of such determination.

H. The Released Defendant Parties shall have no responsibility for, liability, obligation, or interest whatsoever in the administration of the Settlement or the actions or decisions of the Claims Administrator, and shall have no liability whatsoever to the Released Plaintiff Parties, including Plaintiffs, any other Settlement Class Members, or Lead Counsel, in connection with such administration, including, but not limited to: (i) any act, omission, or determination by Lead Counsel, the Escrow Agent, and/or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the

Escrow Account, Settlement Fund or the Net Settlement Fund, or the distribution of the Net Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any Claims asserted against the Escrow Account, Settlement Fund, or Net Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Escrow Account, Settlement Fund, or Net Settlement Fund; or (vi) the payment or withholding of any Taxes, Tax Expenses, Notice and Administration Costs, and/or other costs or expenses incurred by or in connection with the Escrow Account, Settlement Fund, or Net Settlement Fund, distributions or other payments from the Escrow Account, Settlement Fund, or Net Settlement Fund, including but not limited to, for the purpose of paying any Attorney Fee and Expense Awards or Award to Plaintiffs that the Court may award, or any Tax reporting or the filing of any federal, state, or local Tax returns with respect to the Settlement Fund or the Escrow Account. The Released Defendant Parties shall have no involvement in reviewing or challenging Claims.

I. The administrative determination of the Claims Administrator accepting and rejecting Claims shall be presented to the Court, with notice to the Defendants' counsel, for approval by the Court.

J. Following the Effective Date and upon application to the Court by Lead Counsel, the Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator. The Net Settlement Fund shall be distributed to the

Authorized Claimants substantially in accordance with the terms of this Stipulation and a Plan of Allocation to be approved by the Court, subject to and in accordance with the paragraphs in this Section.

K. Any such Plan of Allocation is not a part of this Stipulation and it is not a condition of this Settlement that any particular Plan of Allocation be approved. The Plan of Allocation will be proposed solely by Plaintiffs, subject to Court approval.

L. No funds from the Net Settlement Fund shall be distributed to Authorized Claimants until after the Effective Date.

M. Each Settlement Class Member who claims to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Claim Form and Release signed under penalty of perjury and supported by such documents as specified in the Claim Form and as are reasonably available to such Settlement Class Member.

N. Except as otherwise ordered by the Court, all Settlement Class Members who fail timely to submit a Claim Form within such period as may be ordered by the Court or otherwise allowed shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but shall in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment.

O. All Persons who fall within the definition of the Settlement Class and who do not timely and validly request to be excluded from the Settlement Class in accordance with the instructions set forth in the Notice (as defined in Section VI(A) above) shall be subject to and bound by the provisions of this Stipulation, the releases contained herein, and the Judgment with respect to all Released Plaintiffs' Claims, regardless of whether such Persons seek or obtain by any means, including, without limitation, by submitting a Claim Form or any similar document, any distribution from the Settlement Fund or the Net Settlement Fund. Lead Counsel shall provide to Defendants' counsel copies of all requests for exclusion, and any written revocation of requests for exclusion, as expeditiously as possible but in no event later than five (5) calendar days after receipt.

P. Neither Released Defendant Parties nor Defendants' counsel shall have any responsibility for, interest in, or liability whatsoever with respect to the investment or distribution of the Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of Claims, the distribution of the Net Settlement Fund, or any losses incurred in connection with any such matters.

Q. This is not a "claims made" settlement. There will be no reversions to Defendants or their insurers.

R. Released Defendant Parties shall have no involvement in the solicitation or review of Claim Forms, or involvement in the administration process,

which will be conducted by the Claims Administrator in accordance with this Stipulation. The Released Defendant Parties did not have any involvement in the selection of the Claims Administrator.

S. Any change in the allocation of the Net Settlement Fund ordered by the Court shall not affect the validity or finality of this Settlement.

T. No Person shall have any Claim against Released Plaintiff Parties or Lead Counsel, the Claims Administrator, Released Defendant Parties, or Defendants' counsel based on investments or distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation or further orders of the Court. This does not include any claim by any Party for breach of this Stipulation.

U. The Settlement Fund shall be applied as follows:

1. to pay all Notice and Administration Costs;
  2. to pay the Settlement Fund Taxes and Tax Expenses;
  3. to pay any Attorney Fee and Expense Award of Lead Counsel;
- and
4. after the Effective Date, to distribute the Net Settlement Fund to Authorized Claimants as provided by this Stipulation, the Plan of Allocation, or the orders of the Court.

V. It is understood and agreed by the Settling Parties that any proposed Plan of Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of this Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation or affect or delay the finality of the Court's Judgment approving this Stipulation and the Settlement set forth herein (including the releases contained herein), or any other orders entered pursuant to this Stipulation.

**X. Tax Treatment**

A. The Parties, their counsel, the Court, and the Escrow Agent shall treat the Escrow Account as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1 for all periods on and after the date the Court enters the Preliminary Approval Order. The Parties, their counsel, and the Escrow Agent agree to take no action inconsistent with the treatment of the Escrow Account in such manner. In addition, the Claims Administrator and Escrow Agent shall make the "relation back election" (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the

responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Stipulation shall be interpreted in a manner that is consistent with the Escrow Account being a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1.

B. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 by, *e.g.*, (i) obtaining a taxpayer identification number; (ii) timely and properly satisfying any information reporting or withholding requirements imposed on distributions from the Escrow Account; (iii) timely and properly filing or causing to be filed on a timely basis, all federal, state, local, and foreign Tax returns and other Tax related statements necessary or advisable with respect to the Escrow Account (including, without limitation, all income Tax returns, all informational returns, and all returns described in Treas. Reg. § 1.468B-2(1)); and (iv) timely and properly paying any Taxes imposed on the Escrow Account. Such returns and statements (as well as the election described in IX(A) hereof) shall be consistent with this IX(B) and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Escrow Account shall be paid out of the Escrow Account as provided in Section X(C) hereof.

C. All (i) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Escrow Account, including any Taxes or Tax detriments that may be imposed upon Released Defendant Parties with respect to any income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a “qualified settlement fund” for federal or state income Tax purposes, and (ii) Tax Expenses shall be paid out of the Escrow Account. Further, Taxes and the Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow Agent out of the Escrow Account without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be deducted or withheld under Treas. Reg. § 1.468B-2(1)(2)). Plaintiffs and their tax attorneys and accountants shall, to the extent reasonably necessary, carry out the provisions of paragraphs A-C of this Section.

D. Released Defendant Parties shall have no liability, responsibility, or obligation to make any Tax payments or Tax filings relating to the Taxes and Tax Expenses of the Escrow Account, or regarding the Escrow Agent’s administration, payment, partial payment, or non-payment of any Escrow Account Taxes, Tax Expenses, or Taxes. The Escrow Agent, through the Escrow Account, shall

indemnify and hold each of the Released Defendant Parties harmless from and against any Escrow Account Taxes, Tax Expenses, Taxes required to be withheld from any distribution from the Escrow Account (including, without limitation, Taxes payable by reason of any such indemnification), and from any liabilities arising from the Escrow Agent's administration, payment, partial payment, or non-payment of any Escrow Account Taxes, Tax Expenses, or Taxes. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonable necessary to carry out the provisions of Section IX(D).

E. Except as required by Section II(A) concerning payment of the Settlement Amount and subject to this Section X(A) and Section IX(G) below, Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to: Taxes, Tax Expenses, Notice and Administration Costs, locating Settlement Class Members, assisting with the filing of claims, administer and distributing the Net Settlement Fund to Authorized Claimants, processing Proofs of Claim, or paying escrow fees or costs, or any other expenses payable from the Settlement Fund or Net Settlement Fund.

## **XI. Settlement Conditions and Termination**

A. The Effective Date of the Settlement shall be deemed to occur when all of the following conditions are satisfied or waived:

1. Counsel for Plaintiffs and Defendants have executed this Stipulation;

2. The Court enters the Preliminary Approval Order, as provided in Section VI, or an order substantially in the form of Exhibit A attached hereto or as may be subsequently agreed to by the Settling Parties per Section XI(B) below, directing notice to the Settlement Class as required by Section VI(A) hereof;

3. Defendants shall have timely funded and/or caused to be funded the Settlement Fund with the Settlement Amount;

4. The Court has approved the Settlement as described herein following notice to the Settlement Class, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and has entered the Judgment, as provided in Section VII, or a judgment substantially in the form of Exhibit B attached hereto or as may be subsequently agreed to by the Settling Parties per Section XI(B) below;

5. The time within which Defendants may exercise their option to terminate this Stipulation in accordance with the terms of the Supplemental Agreement, referenced below in paragraph F of this Section, shall have expired without the exercise of that option;

6. The Judgment has become Final, as defined in Section I(K); and

7. The Action has been dismissed with prejudice.

B. If the conditions specified in paragraph A of this Section are not met, then this Stipulation shall be canceled and terminated, unless Lead Counsel and Defendants' counsel mutually agree in writing to proceed with the Settlement.

C. If either (a) the Effective Date does not occur, (b) this Stipulation is canceled or terminated pursuant to its terms, or (c) this Stipulation does not become Final for any reason, then the Settlement Fund and all interest earned on the Settlement Fund while held in the Escrow Account (less any Taxes, Tax Expenses, and Notice and Administration Costs paid or incurred), shall be refunded by the Claims Administrator and/or the Escrow Agent within ten (10) Business Days of such cancellation or termination to Defendants or Defendants' insurers according to their respective contributions pursuant to payment instructions provided by Defendants' counsel. At the request of Defendants' counsel, Lead Counsel or its designee shall apply for any Tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, pursuant to written direction from Defendants' counsel.

D. Upon the occurrence of all of the events specified in paragraph A of this Section, the obligation of the Claims Administrator and/or the Escrow Agent to return funds from the Settlement Fund to Defendants pursuant to paragraph C of this Section, shall be absolutely and forever extinguished.

E. If either (a) the Effective Date does not occur, (b) this Stipulation is canceled or terminated pursuant to its terms, or (c) this Stipulation does not become Final for any reason, all of the Parties to this Stipulation shall be deemed to have reverted to their respective litigation positions in this Action as of November 24, 2025, and the Parties' counsel shall meet and confer on an appropriate schedule to propose to the Court, and they shall proceed in all respects as if this Stipulation had not been executed and the related orders had not been entered, preserving in that event all of their respective Claims, arguments, and defenses in the Action. Notwithstanding the foregoing language, the following provisions of this Stipulation shall survive any termination or cancellation of the Settlement: Section X(E); Section X(B); Section XII; and, to the extent applicable, Section XIII. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation, or any Attorney Fee and Expense Award or Award to Plaintiffs, shall constitute grounds for cancellation or termination of the Stipulation.

F. Notwithstanding any other provision, section, or paragraph in this Stipulation, Defendants may, in accordance with the terms set forth in the Parties' Supplemental Agreement, and in their sole discretion, elect in writing to terminate the Settlement and this Stipulation if the Opt-Out Threshold defined in the Supplemental Agreement is exceeded and not cured in accordance with the terms of the Supplemental Agreement. Unless otherwise directed by the Court, the

Supplemental Agreement will not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement), unless and until the Court requires the Settling Parties to file the Supplemental Agreement or disclose its terms or a dispute arises between Plaintiffs and Defendants concerning its interpretation or application. If submission of the Supplemental Agreement is ordered by the Court or is necessary to resolve a dispute between Plaintiffs and Defendants, the Settling Parties will seek to have the Supplemental Agreement submitted to the court *in camera* or filed under seal, but such disclosure shall be carried out to the fullest extent possible in accordance with the practices of the Court so as to preserve the confidentiality of the Supplemental Agreement. The Opt-Out Threshold may be disclosed to the Court for purposes of approval of the Settlement, as may be required by the Court, but such disclosure shall be carried out to the fullest extent possible in accordance with the practices of the Court so as to maintain the Opt-Out Threshold as confidential.

## **XII. No Admissions**

A. The Parties hereto intend the Settlement as described herein to be a final and complete resolution of all disputes between them with respect to the Action and entry into this Settlement shall not be deemed an admission by any Plaintiff or

Defendant as to the merits of any claim, argument, or defense or any allegation made in the Action.

B. Neither this Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or infirmity of any Released Claim, of any allegation made in the Action, or of any wrongdoing, liability, or damages by any Defendant; (b) is or may be deemed to be or may be used as an admission of, or evidence of, any liability, fault, or omission of any Released Defendant Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (c) is or may be deemed to be or may be used as an admission or evidence that Plaintiffs would have received less than the Settlement Amount had the Action been prosecuted to conclusion. Neither this Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that Defendants may file this Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

C. Defendants may file this Stipulation and/or Judgment from this Action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any liability protection under any applicable insurance policy. In addition, the Settling Parties may file this Stipulation and/or the Judgment in any action that may be brought to enforce the terms of this Stipulation and/or the Judgment.

### **XIII. Miscellaneous Provisions**

A. The Parties hereto: (a) acknowledge that it is their intent to consummate the Settlement contemplated by this Stipulation; (b) agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Stipulation; and (c) agree to exercise their best efforts and to act in good faith to accomplish the foregoing terms and conditions of the Stipulation.

B. The Settling Parties intend this Settlement to be a final and complete resolution of all disputes between the Settlement Class and the Defendants with respect to the Action and the Released Claims. Neither the Stipulation nor the Settlement shall be deemed an admission by the Settling Parties as to the merits of any claim or defense. The Judgment will contain a finding that, during the course of the Action, the Settling Parties and their respective counsel at all times complied

with the requirements of Rule 11 of the Federal Rules of Civil Procedure in the institution, prosecution, defense, and settlement of this Action. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated in good faith by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

C. Each counsel or other Person executing this Stipulation, its Exhibits, or any related Settlement document on behalf of any party hereto hereby warrants that such person has the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

D. Lead Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Settlement Class which it deems appropriate.

E. All of the Exhibits attached hereto, and the Supplemental Agreement are hereby incorporated by reference as though fully set forth herein.

F. No later than ten (10) calendar days following the filing of this Stipulation with the Court, Defendants shall serve, or cause to be served, the required notice pursuant to the CAFA and shall pay for all expenses and costs related thereto,

at no cost to the Settlement Class. Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Defendants will serve Lead Counsel and file with the Court an affidavit or declaration regarding compliance with the CAFA notice requirements.

G. This Stipulation may be amended or modified only by a written instrument signed by counsel for all Parties hereto or their successors in interest.

H. This Stipulation, Exhibits attached hereto, and the Supplemental Agreement constitute the entire agreement between Plaintiffs, on the one hand, and Defendants, on the other hand, and supersede any and all prior agreements, written or oral, between the Parties. No representations, warranties, or inducements have been made concerning this Stipulation or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

I. All of the Exhibits to this Stipulation are material and integral parts hereof and are fully incorporated by this reference. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of this Stipulation shall control.

J. This Stipulation may be executed in one or more original, photocopied or facsimile counterparts. Signatures sent electronically shall be deemed originals. All executed counterparts and each of them shall be deemed to be one and the same

instrument. Lead Counsel shall file a complete set of the executed counterparts with the Court.

K. This Stipulation shall be binding upon, and inure to the benefit of the successors, assigns, executors, administrators, affiliates (including parent companies), heirs, and legal representatives of the Released Defendant Parties and Releasing Plaintiff Parties hereto, including any Person into which or with which any Released Party hereto may merge, consolidate, or reorganize. No assignment shall relieve any Party hereto of obligations hereunder.

L. All terms of this Stipulation and all exhibits hereto shall be governed and interpreted according to the internal laws of the State of Michigan without regard to its conflicts of law rules and in accordance with the laws of the United States.

M. All agreements made and orders entered into during the course of the Action relating to the confidentiality of information shall survive this Stipulation.

N. Whether or not this Stipulation is approved by the Court and whether or not the Settlement embodied in this Stipulation is consummated, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings had in connection with this Stipulation confidential. Notwithstanding the foregoing, the Parties agree that this Stipulation may be filed publicly as part of any motion for preliminary or final approval of the Settlement.

O. The waiver by any Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

P. All Parties hereby irrevocably submit to the jurisdiction of the Court for purposes of implementing or enforcing the terms of this Stipulation and for any suit, action, proceeding, or dispute arising out of or relating to this Stipulation or the applicability of this Stipulation. In any action to enforce the terms of this Stipulation, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

Q. Nothing contained herein shall prevent this Stipulation (or any agreement or order relating thereto) from being used, offered, or received in evidence in (i) any insurance coverage litigation, or (ii) any proceeding to approve, enforce, or otherwise effectuate the Stipulation (or any agreement or order relating thereto) or the Judgment, including the Releases, or the Proof of Claim and Release Forms as to Released Defendant Parties.

R. The Parties to this Stipulation intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Settlement Class Members against the Released Defendant Parties with respect to the Released Plaintiffs' Claims, and any potential counterclaims or cross-claims any Defendant could have asserted against Releasing Plaintiff Parties with respect to Released Defendants' Claims. Accordingly, Plaintiffs and Defendants agree not to

assert in any forum that the Action was brought by Plaintiffs or Lead Counsel, or defended by Defendants, or their respective counsel, in bad faith or without a reasonable basis. The Parties hereto shall assert no Claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel, and with the assistance of an experienced mediator, Jed Melnick.

S. Plaintiffs and Lead Counsel and Defendants and Defendants' counsel agree that neither will issue any disparaging statements about the other concerning or related to the Action or the allegations, transactions, acts, facts, events, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to in the Action, and agree not to assert in any statement made to any media representative (whether or not for attribution) that the Action was commenced or prosecuted by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis, nor will they deny that the Action was commenced and prosecuted and defended in good faith and is being settled voluntarily after consultation with competent legal counsel; provided that, for the avoidance of doubt, Defendants and Defendants' counsel reserve their right to deny in any public statement that the

claims asserted in the Action were meritorious and to assert that Defendants deny wrongdoing as well as liability. In all events, the Settling Parties and their counsel shall not make any accusations of wrongful or actionable conduct by Plaintiffs, Lead Counsel, Defendants, or Defendants' counsel concerning the prosecution, defense and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum regarding the Action, including that the Action was brought or defended in bad faith or without a reasonable basis.

T. Plaintiffs and Lead Counsel represent and warrant that none of Plaintiffs' claims or causes of action referred to in this Action or in this Stipulation have been assigned, encumbered, or in any manner transferred in whole or in part.

U. Pending final approval of the Court of the Stipulation and its exhibits, all proceedings in this Action shall be stayed and all Settlement Class Members shall be barred and enjoined from prosecuting any of the Released Claims against any of the Released Defendant Parties or Releasing Plaintiff Parties.

V. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that this Stipulation

is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to its preparation.

W. Except as otherwise provided herein, each Party shall bear its own fees and costs.

X. The headings herein are used for the purpose of convenience and are not intended to have legal effect.

Y. Unless otherwise provided, the Parties may agree to reasonable extensions of time to carry out any of the provisions in this Stipulation without further order of the Court.

Z. Notices required or permitted by this Stipulation shall be submitted either by overnight mail or, if expressly agreed and receipt acknowledged, by email as follows:

**To Plaintiffs:**

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275 Madison Avenue, 40th Floor  
New York, NY 10016  
Telephone: (212) 686-1060  
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**To Defendants:**

Jonathan K. Youngwood  
Janet A. Gochman  
SIMPSON THACHER & BARTLETT  
LLP  
425 Lexington Avenue  
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Telephone: (212) 455-2000  
Email: [jyoungwood@stblaw.com](mailto:jyoungwood@stblaw.com)  
Email: [jgochman@stblaw.com](mailto:jgochman@stblaw.com)

**IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound.

*[Signature blocks on following pages]*

Dated: April 3, 2026

THE ROSEN LAW FIRM, P.A.

By: Jonathan R. Horne

Jonathan R. Horne

Phillip Kim

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*Attorneys for Plaintiffs*

Dated: April 3, 2026

SIMPSON THACHER &

BARTLETT LLP

By: Jonathan K. Youngwood

Jonathan K. Youngwood

Janet A. Gochman

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*Attorneys for Defendants*

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

MICHELLE NELSON, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

v.

SUN COMMUNITIES, INC., GARY A.  
SCHIFFMAN, JOHN BANDINI MCLAREN,  
KAREN J. DEARING, and FERNANDO  
CASTRO-CARATINI,

Defendants.

Case No. 2:24-cv-13314-LVP-  
EAS

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT AND PROVIDING FOR NOTICE**

WHEREAS, Lead Patrick Logan (“Lead Plaintiff”) and additional named plaintiff Michelle Nelson (collectively with Lead Plaintiff, “Plaintiffs”) and Defendants Sun Communities, Inc. (“Sun”), Gary A. Schiffman, John Bandini McLaren, Karen J. Dearing, and Fernando Castro-Caratini (the “Individual Defendants” and, collectively with Sun, the “Defendants,” and together with Plaintiffs, the “Parties” and each a “Party”), through their respective counsel of record relating to the above-captioned litigation, have entered into the Stipulation of Settlement, dated April 3, 2026 (the “Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits

EXHIBIT A

annexed thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the class action pending before the Court entitled *Nelson v. Sun Communities Inc., et al.*, Case No. 2:24-cv-13314-LVP-EAS (E.D. Mich.) (the “Action”); and the Court having read and considered the Stipulation and the exhibits thereto and submissions made relating thereto, and finding that substantial and sufficient grounds exist for entering this Order; and the Settling Parties having consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2026, that:

1. Capitalized terms used herein have the meanings defined in the Stipulation.

2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for the purposes of the Settlement only, the Action is hereby preliminarily certified as a class action on behalf of all Persons who purchased publicly-traded Sun common stock during the Class Period, and purportedly suffered compensable damages thereby (the “Settlement Class”). Excluded from the Settlement Class are Sun, the Individual Defendants, and each of their Immediate Family Members, legal representatives, heirs, successors or assigns, and any entity in which any of the Defendants have or had a controlling interest. Also excluded

EXHIBIT A

from the Settlement Class are those Persons who submit a valid and timely request for exclusion in accordance with this Order.

3. This Court finds, preliminarily and for purposes of this Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) Plaintiffs fairly and adequately represent the interests of the Settlement Class; (e) questions of law and fact common to the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, preliminarily and for the purposes of this Settlement only, Plaintiffs are certified as the class representatives on behalf of the Settlement Class (“Class Representative”) and Lead Counsel, The Rosen Law Firm, P.A., previously selected by Plaintiffs and appointed by the Court, is hereby appointed as Lead Counsel for the Settlement Class (“Class Counsel”).

EXHIBIT A

5. The Court finds that (a) the Stipulation resulted from good faith, arm's length negotiations, and (b) the Stipulation is sufficiently fair, reasonable, and adequate to the Settlement Class Members to warrant providing notice of the Settlement to Settlement Class Members and holding a Settlement Hearing.

6. The Court hereby preliminarily approves the Settlement, subject to further consideration at a hearing (the "Settlement Hearing") pursuant to Federal Rule of Civil Procedure 23(e), which is hereby scheduled to be held before the Court on \_\_\_\_\_, 2026 at \_\_:\_\_\_ .m. for the following purposes:

(a) to determine finally whether the applicable prerequisites for class action treatment under Federal Rules of Civil Procedure 23(a) and (b) are satisfied;

(b) to determine finally whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(c) to determine finally whether the Order and Final Judgment as provided under the Stipulation should be entered, dismissing the Action on the merits and with prejudice, and to determine whether the release of the Released Claims against the Released Defendant Parties and Releasing Plaintiff Parties, as set forth in the Stipulation, should be ordered, along with a permanent injunction barring efforts to prosecute or attempt to prosecute any Released Claims extinguished by the release against any of the Released Defendant Parties and Releasing Plaintiff Parties, as also set forth in the Stipulation;

EXHIBIT A

(d) to determine finally whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court;

(e) to consider the application of Class Counsel for an award of attorneys' fees and expenses and a compensatory award to the Class Representative;

(f) to consider Settlement Class Members' objections to the Settlement, if any, whether timely submitted in writing or presented orally at the Settlement Hearing by Settlement Class Members (or by counsel on their behalf), provided that they gave proper notice that they intend to appear at the Settlement Hearing; and

(g) to rule upon such other matters as the Court may deem appropriate.

7. The Court reserves the right to adjourn the Settlement Hearing to a later date and to approve the Settlement without modification, or with such modifications as may be agreed to by the Parties, and with or without further notice of any kind. The Court further reserves the right to enter its Order and Final Judgment approving the Settlement and dismissing the Action, on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

EXHIBIT A

8. The Court reserves the right to hold the Settlement Hearing telephonically or by other virtual means. In the event the Court decides to hold the Settlement Hearing telephonically or by other virtual means, Class Counsel will direct the Claims Administrator to update its website regarding the Settlement Hearing's telephonic or virtual format.

9. The Court approves the form, substance, and requirements of (a) the Notice of Pendency and Proposed Settlement of Class Action ("Long Notice"), (b) the Summary Notice of Pendency and Proposed Class Action Settlement ("Summary Notice"); and (c) the Proof of Claim and Release Form ("Claim Form"), all of which are exhibits to the Stipulation.

10. Class Counsel has the authority to enter into the Settlement on behalf of the Settlement Class and has the authority to act on behalf of the Settlement Class with respect to all acts or consents required by or that may be given pursuant to the Stipulation or such other acts that are reasonably necessary to consummate the Settlement.

11. For settlement purposes only, Strategic Claims Services is appointed and approved as the Claims Administrator and Escrow Agent to supervise and administer the notice procedure as well as the processing of claims.

12. Within twenty-one (21) calendar days after the later of: (i) transmission to Defense counsel of complete payment instructions, including the bank name and

EXHIBIT A

ABA routing number, and a signed Form W-9 providing the tax identification number for the Escrow Account; or (ii) the Court granting Preliminary Approval of the Settlement, Sun shall cause to be wired or paid by check or draft to the Escrow Agent two million three hundred thousand dollars (\$2,300,000.00) to be deposited into the Settlement Fund.

13. At any time after entry of this Order, the Class Counsel may, without further approval from the Court or defendants, disburse up to \$250,000 from the Settlement Fund to pay reasonable and necessary Notice and Administration Costs prior to the Effective Date. After the Effective Date, additional amounts may be transferred from the Settlement Fund for Class Counsel to pay any additional reasonable and necessary Notice and Administration Costs without further order of the Court.

14. To assist in dissemination of Notice, within ten (10) calendar days after entry of this Order, Defendants will provide Sun's transfer records concerning the identity of Settlement Class Members, including any names, addresses, and email addresses of Settlement Class Members and nominees or custodians that exist in such transfer records ("Class Information") to Class Counsel. Defendants shall provide, or cause to be provided, the Class Information at no cost to Plaintiffs or Class Counsel. The Class Information shall be in electronic searchable form, such as an Excel spreadsheet or other form as is reasonably available to Sun. The Parties

EXHIBIT A

acknowledge that any Class Information Defendants provide to Class Counsel or the Claims Administrator shall be treated as confidential and will be used by Class Counsel and/or the Claims Administrator solely to deliver the Notice and/or implement the Settlement, including the Plan of Allocation.

15. Class Counsel, through the Claims Administrator, shall cause the Stipulation and its exhibits, this Order, a copy of the Long Notice, and the Claim Form to be posted on the Claims Administrator's website within twenty-two (22) calendar days after entry of this Order.

16. Within twenty-two (22) calendar days of entry of this Order, Class Counsel, through the Claims Administrator, shall email links to the webpage hosting the Long Notice and Claim Form to Settlement Class Members for whom the Claims Administrator is able to obtain email addresses, substantially in the forms annexed to the Stipulation as Exhibit A-1 and Exhibit A-2.

17. Class Counsel, through the Claims Administrator, shall make all reasonable efforts to give notice to nominees or custodians who held Sun common stock during the Class Period as record owners but not as beneficial owners. Such nominees or custodians shall, within ten (10) calendar days of receipt of the notice, either: (i) request links to the webpage hosting the Long Notice and Claim Form and email the link to the webpage hosting the Long Notice and Claim Form to each beneficial owner for whom they are nominee or custodian within ten (10) calendar

EXHIBIT A

days after receipt thereof; or (ii) provide the Claims Administrator with lists of the names and email addresses (to the extent known) of such beneficial owners, in which event the Claims Administrator shall promptly email the link to the webpage hosting the Long Notice and Claim Form to such beneficial owners. Nominees or custodians who elect to email links to the Long Notice and Claim Form to their beneficial owners shall send a written certification to the Claims Administrator confirming that the emailing has been made as directed. The Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses incurred in providing email notice to beneficial owners, which expenses would not have been incurred except for the providing of names and email addresses, up to a maximum of \$0.02 per name and email address provided to the Claims Administrator; or up to \$0.02 per link to the webpage hosting the Long Notice and Claim Form sent by email, and subject to further order of this Court with respect to any dispute concerning such reimbursement.

18. Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon Defense counsel and file with the Court proof of the emailing as required by this Order.

19. Class Counsel shall publish the Summary Notice electronically on various newswire services: (a) once seven (7) calendar days after the emailing of the

EXHIBIT A

Long Notice and Claim Form; (b) once seven (7) calendar days thereafter; (c) once seven (7) calendar days thereafter; and (d) once fourteen (14) calendar days before the claims filing deadline set out in ¶21 hereto. Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon Defense counsel and file with the Court proof of publication of the Summary Notice.

20. The forms and methods set forth herein of notifying the Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constitute the best notice practicable under the circumstances; and constitute due and sufficient notice to all Persons entitled thereto. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the Releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

21. To participate in recovery from the Net Settlement Fund after the Effective Date, each Settlement Class Member shall take the following action and be subject to the following conditions:

(a) A properly completed and executed Claim Form must be submitted to the Claims Administrator: (i) electronically through the Claims

EXHIBIT A

Administrator's website, \_\_\_\_\_ by 11:59 p.m. EST on \_\_\_\_\_, 2026; or (ii) at the Post Office Box indicated in the Notice, postmarked no later than \_\_\_\_\_, 2026 (twenty-eight (28) calendar days prior to the Settlement Hearing). Such deadline may be further extended by order of the Court. Each Claim Form shall be deemed to have been submitted when: (i) the Claimant receives a confirmation notice from Strategic Claims Services for electronic submissions; or (ii) legibly postmarked (if properly addressed and mailed by first class mail), provided such Claim Form is actually received before the Settlement Hearing. Any Claim Form submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice.

(b) The Claim Form submitted by each Settlement Class Member must satisfy the following conditions: (i) it must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Class Counsel; (iii) if the person executing the Claim Form is acting in a representative capacity, a

EXHIBIT A

certification of his current authority to act on behalf of the Settlement Class Member must be provided with the Claim Form; and (iv) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) Once the Claims Administrator has considered a timely submitted Claim Form, it shall determine whether such claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was determined. Claimants who timely submit a Claim Form that is deficient shall be afforded a reasonable time (at least fifteen (15) calendar days from the date the Claims Administrator provides notice of the deficiency) to cure such deficiency if it shall appear that such deficiency may be cured. If any Claimant whose claim has been rejected in whole or in part (either due to an incurable deficiency, a failure to cure a deficiency, or any other stated basis) wishes to contest such rejection, the Claimant must, within fifteen (15) calendar days after the date of mailing of the rejection or partial rejection notice, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's ground for contesting the rejection, along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a claim cannot be

EXHIBIT A

otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.

(d) As part of the Claim Form, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Stipulation.

22. All Settlement Class Members who do not submit valid and timely Claim Forms will be forever barred from receiving any payments from the Net Settlement Fund but will in all other respects be subject to and bound by the provisions of the Stipulation and the Order and Final Judgment, if entered.

23. Settlement Class Members shall be bound by all determinations and judgments in this Action, whether favorable or unfavorable, unless such Persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to make such request for exclusion shall mail it, in written form, by first class mail, postage prepaid, or otherwise deliver it, so that it is received no later than \_\_\_\_\_, 2026 (twenty-eight (28) calendar days prior to the Settlement Hearing) (the “Exclusion Deadline”), to the address listed in the Notice. To be valid, such request for exclusion must:

(a) clearly indicate the name and address and phone number and email contact information (if any) of the Person seeking exclusion, and state that the

EXHIBIT A

sender specifically “requests to be excluded from the Settlement Class in *Nelson v. Sun Communities Inc., et al.*, Case No. 2:24-cv-13314-LVP-EAS (E.D. Mich.)”;

(b) state the date, number of shares, and dollar amount of each publicly-traded Sun common stock purchase during the Class Period, any sale transactions, and the number of shares of Sun common stock held by the Person as of September 24, 2024;

(c) be submitted with documentary proof: (i) of each purchase and, if applicable, sale transaction of publicly-traded Sun common stock during the Class Period; and (ii) demonstrating the Person’s status as a beneficial owner of those shares; and

(d) be signed and submitted by the Claimant under penalty of perjury.

24. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or the exclusion is otherwise accepted by the Court. Class Counsel may contact any Person filing a request for exclusion, or their attorney if one is designated, to discuss the exclusion.

25. The Claims Administrator shall provide all requests for exclusion and supporting documentation submitted therewith (including untimely requests and revocations of requests) to counsel for the Parties promptly as received, and in no

EXHIBIT A

case later than the Exclusion Deadline or upon the receipt thereof (if later than the Exclusion Deadline). The Settlement Class will not include any Person who delivers a valid and timely request for exclusion.

26. Any Person who submits a request for exclusion may thereafter submit to the Claims Administrator a written revocation of that request for exclusion, provided that it is received no later than two (2) Business Days before the Settlement Hearing, in which event that Person will be included in the Settlement Class.

27. All Persons who submit valid, timely, and unrevoked requests for exclusion will be forever barred from receiving any payments from the Net Settlement Fund.

28. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

29. The Court will consider comments on and/or objections to the Settlement, the Plan of Allocation, or the Fee and Expense Application, provided, however, that no Settlement Class Member or other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement or, if approved, the Order and Final Judgment, or any other order relating thereto, unless that Person has served copies of any objections, papers, and briefs to each of the following counsel at least twenty-eight (28) calendar days prior to the Settlement Hearing Date:

EXHIBIT A

CLASS COUNSEL:

Jonathan R. Horne  
THE ROSEN LAW FIRM, P.A.  
275 Madison Avenue, 40th Floor  
New York, NY 10016

COUNSEL FOR DEFENDANTS:

Jonathan K. Youngwood  
Janet A. Gochman  
SIMPSON THACHER & BARTLETT LLP  
425 Lexington Avenue  
New York, NY 10017

and that Person has (at least twenty-eight (28) calendar days prior to the Settlement Hearing date) filed said objections, papers, and briefs, showing due proof of service upon counsel identified above, with the Clerk's Office, U.S. District Court, Eastern District of Michigan, 231 W. Lafayette Blvd., Room 599, Detroit, MI 48226. To be valid, any such objection must contain: (1) the Settlement Class Member's name, address, email contact (if any), and telephone number; (2) a list of all purchases and sales of publicly-traded Sun common stock during the Class Period (to show membership in the Settlement Class); (3) all grounds for the objection, including any legal support known to the Settlement Class Member and/or his, her, their, or its counsel; (4) the name, address, and telephone number of all counsel who represent the Settlement Class Member, including former or current counsel who may be entitled to compensation in connection with the objection; and (5) the number of times the Settlement Class Member and/or his, her, their, or its counsel has filed an objection to a class action settlement in the last five years, the nature of each such

EXHIBIT A

objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case. Attendance at the Settlement Hearing is not necessary, but Persons wishing to be heard orally in opposition to the approval of the Stipulation, the Plan of Allocation, and/or the Fee and Expense Application are required to indicate in their written objection (or in a separate writing that is submitted and served on the Parties at least ten (10) calendar days prior the Settlement Hearing) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing.

30. Any Settlement Class Member who does not object in the manner prescribed above shall be deemed to have waived all such objections and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, the Order and Final Judgment to be entered approving the Settlement, the Plan of Allocation, and/or the Fee and Expense Application, unless otherwise ordered by the Court; shall be bound by all the terms and provisions of the Stipulation and by all proceedings, orders, and judgments in the Action; and shall also be foreclosed from appealing from any judgment or order entered in this Action.

31. The Court reserves the right to adjourn the Settlement Hearing without any further notice other than entry of an order on the Court's docket, and to approve

EXHIBIT A

the Settlement without further notice to the Settlement Class.

32. All papers in support of the Settlement, the Plan of Allocation, and/or the Fee and Expense Application shall be filed and served no later than thirty-five (35) calendar days before the Settlement Hearing.

33. Any submissions filed in response to any objections or in further support of the Settlement, the Plan of Allocation, and/or the Fee and Expense Application shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

34. Defendants shall have no responsibility for, or liability with respect to, the Plan of Allocation or any application for attorneys' fees and interest, or expenses or payments to the Class Representative submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

35. Pending final determination of whether the Settlement should be approved, all Released Defendant Parties and Releasing Plaintiff Parties shall be enjoined from commencing, prosecuting, or attempting to prosecute any Released Claims against each other in any court or tribunal or proceeding. Unless and until the Stipulation is cancelled and terminated pursuant to the Stipulation, all proceedings in the Action, other than such proceedings as may be necessary to carry

EXHIBIT A

out the terms and conditions of the Stipulation, are hereby stayed and suspended until further order of the Court.

36. All funds held by the Escrow Agent shall be deemed and considered to be in the custody of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to the Stipulation and Plan of Allocation and/or further order(s) of the Court.

37. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendants of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing or any kind and shall not be construed as, or deemed to be evidence of or an admission or concession that Class Representative or any Settlement Class Members have suffered any damages, harm, or loss. Further, neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, nor this Order shall be construed as an admission or concession by the Class Representative of the validity of any factual or legal defense or of the infirmity of any of the claims or facts alleged in this Action.

38. In the event the Settlement is not consummated in accordance with the terms of the Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without

EXHIBIT A

prejudice to any Party, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties, and each Party shall be restored to his, her, or its respective litigation positions as they existed prior to November 24, 2025, pursuant to the terms of the Stipulation.

39. The Court reserves the right to alter the time or the date of the Settlement Hearing without further notice to Settlement Class Members, provided that the time or the date of the Settlement Hearing shall not be set at a time or date earlier than the time and date set forth in ¶ 6 above. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of, or relating to, the Stipulation, including by way of illustration and not limitation, any dispute concerning any Claim Form submitted and any future requests by one or more of the Parties that the Order and Final Judgment, the releases, and/or the permanent injunction set forth in the Stipulation be enforced.

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
HON. LINDA V. PARKER  
UNITED STATES DISTRICT JUDGE

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

MICHELLE NELSON, Individually and on Behalf of  
All Others Similarly Situated,

Plaintiff,

v.

SUN COMMUNITIES, INC., GARY A.  
SCHIFFMAN, JOHN BANDINI MCLAREN, KAREN  
J. DEARING, and FERNANDO CASTRO-  
CARATINI,

Defendants.

Case No. 2:24-cv-13314-LVP-EAS

CLASS ACTION

**LONG FORM NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS  
ACTION**

If you purchased the publicly-traded common stock of Sun Communities, Inc. (“Sun” or the “Company”) during the period from February 28, 2019 through September 24, 2024, both dates inclusive (“Class Period”), you could get a payment from a class action settlement (the “Settlement”).

*Under law, a federal court has authorized this Notice. This is not attorney advertising.*

- If approved by the Court, the Settlement will provide two million three hundred thousand dollars (\$2,300,000.00) (the “Settlement Fund”) gross, plus interest as it accrues, minus attorneys’ fees, costs, administrative expenses, and net of any taxes on interest, to pay claims of investors who purchased publicly-traded Sun common stock during the Class Period.
- Plaintiffs estimate that the Settlement represents an average recovery of \$0.057 per share for the approximately 40.28 million shares of publicly-traded Sun common stock purportedly damaged during the Class Period. This is not an estimate of the actual recovery per share you should expect. Your actual recovery, if any, will depend on the aggregate losses of all Settlement Class Members, the date(s) you purchased and sold publicly-traded Sun common stock, the purchase and sale prices, and the total number and amount of claims filed.
- Class Counsel will ask the Court to award attorneys’ fees in an amount not to exceed one third of the Settlement Fund (\$766,667.67), reimbursement of no more than \$55,000 in litigation expenses, and reimbursement of expenses (including lost wages) to Plaintiffs not to exceed \$3,500 for the Lead Plaintiff and \$2,500 for Plaintiff Michelle Nelson.

## EXHIBIT A-1

Collectively, the attorneys' fees and expenses and Plaintiffs' award are estimated not to exceed an average of \$0.021 per publicly-traded share of Sun's common stock purportedly damaged during the Class Period. If approved by the Court, these amounts will be paid from the Settlement Fund.

- The average approximate recovery, after deduction of attorneys' fees and expenses approved by the Court, is \$0.037 per publicly-traded share of Sun common stock purportedly damaged during the Class Period. This estimate is based on the assumptions set forth in the preceding paragraphs. This is not an estimate of the actual recovery per share you should expect. Your actual recovery, if any, will depend on the aggregate losses of all Settlement Class Members, the date(s) you purchased and sold Sun common stock, the purchase and sale prices, and the total number and amount of claims filed.
- The Settlement resolves the above-captioned action which alleges that Sun, Gary A. Schiffman, John Bandini McLaren, Karen J. Dearing, and Fernando Castro-Caratini ("Defendants") violated the federal securities laws by issuing false and misleading statements to investors. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.
- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to any recovery. Therefore, you should read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim Form</b>	Fill out the attached Proof of Claim and Release Form ("Claim Form") and submit it no later than _____, 2026. <b>This is the only way to get a payment.</b>
<b>Exclude Yourself from the Class</b>	Submit a request for exclusion no later than _____, 2026. This is the only way you can ever be part of any other lawsuit against the Defendants or other Released Defendant Parties relating to the legal claims in this case. <b>If you exclude yourself, you will receive no payment and cannot object or speak at the hearing.</b>
<b>Object</b>	Write to the Court no later than _____, 2026, about why you do not like the Settlement. You can still submit a Claim Form. If the Court approves the Settlement, you will be bound by it.

<b>Go to the Hearing</b>	Ask to speak in Court about the fairness of the Settlement no later than _____, 2026 at the hearing on _____, 2026. You can still submit a Claim Form. If the Court approves the Settlement, you will be bound by it.
<b>Do Nothing</b>	<b>Get no payment AND give up your right to bring your own individual action relating to the claims asserted in the Action.</b>

**INQUIRIES**

**Please do not contact the Court regarding this Notice.** All inquiries concerning this Notice, the Claim Form, or the Settlement should be directed to:

Claims Administrator  Sun Communities Inc. Securities Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 205 Media, PA 19063 Tel.: (866) 274-4004 Fax: (610) 565-7985 info@strategicclaims.net	<b>or</b>	Class Counsel  Jonathan R. Horne THE ROSEN LAW FIRM, P.A. 275 Madison Ave, 40th Floor New York, NY 10016 Tel: (212) 686-1060 Fax: (212) 202-3827 jhorne@rosenlegal.com
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**DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Stipulation of Settlement, dated April 3, 2026 (the “Stipulation”).

**COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT**

**1. Why did I get this Notice?**

You or someone in your family may have purchased publicly-traded Sun common stock during the period from February 28, 2019 through September 24, 2024, both dates inclusive.

**2. What is this lawsuit about?**

The case is known as *Nelson v. Sun Communities Inc.*, et al., Case No. 2:24-cv-13314-LVP-EAS (the “Action”). The Court in charge of the Action is the United States District Court for the Eastern District of Michigan.

The Action involves allegations that Defendants made materially false and misleading statements to the public concerning undisclosed relationships and transactions between

Sun's CEO and certain of its directors, contrary to Defendants' statements that these directors were independent. Defendants have denied and continue to deny all allegations of wrongdoing, fault, liability, or damage whatsoever asserted in the Action. The Settlement shall in no event be construed as, or deemed to be evidence of, liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, acts, or omissions on the part of any of the Released Defendant Parties, or of any infirmity of any defense, or of any damages to Plaintiffs or any other Settlement Class Member.

**3. Why is this a class action?**

In a class action, one or more persons and/or entities, called plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these individual persons and/or entities are known as settlement class members. One court resolves all of the issues for all settlement class members, except for those class members who exclude themselves from the class.

**4. Why is there a Settlement?**

Plaintiffs and Defendants do not agree regarding the merits of Plaintiffs' allegations or the average amount of damages per share, if any, that would be recoverable if Plaintiffs were to prevail at trial on each claim. The issues on which Plaintiffs and Defendants disagree include, among other issues: (1) whether Defendants made any allegedly materially false or misleading statements; (2) whether Defendants acted knowingly or were grossly reckless in making the alleged misrepresentations; (3) whether the alleged disclosures corrected the alleged misrepresentations; (4) the causes of the loss in the value of Sun common stock; and (5) the amount of alleged damages, if any, that could be recovered at trial. Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Litigation, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Plaintiffs and the Settlement Class have suffered any loss attributable to Defendants' actions.

This matter has not gone to trial, and the Court has not decided in favor of either Plaintiffs or Defendants. Instead, Plaintiffs and Defendants have agreed to settle the case. Plaintiffs and Class Counsel believe the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by Defendants. Even if Plaintiffs were to win at trial, and also prevail on any appeal, Plaintiffs might not be able to collect some or any of the judgment they could be awarded.

**5. How do I know if I am part of the Settlement?**

The Settlement Class consists of all Persons and entities who purchased publicly-traded Sun common stock during the Class Period, subject to the exclusions in Question 6 below.

**6. Are there exceptions to being included?**

Yes. Excluded from the Settlement Class are: (a) persons who suffered no compensable losses; and (b) Sun, the Individual Defendants, and each of their Immediate Family Members, legal representatives, heirs, successors or assigns, and any entity in which any

of the Defendants have or had a controlling interest. Also excluded from the Settlement Class are those Persons who submit a valid and timely request for exclusion as described below in the response to Question 11.

**7. I am still not sure whether I am included.**

If you are still not sure whether you are included in the Settlement Class, you can ask for free help. For more information, you can contact the Claims Administrator, Strategic Claims Services, by phone at (866) 274-4004, by email at [info@strategicclaims.net](mailto:info@strategicclaims.net), or by facsimile at (610) 565-7985; visit the website [www.strategicclaims.net/SunCommunities/](http://www.strategicclaims.net/SunCommunities/); or fill out and return the Claim Form described in Question 9, to see if you qualify.

**8. What does the Settlement provide?**

**a. What is the Settlement Fund?**

The proposed Settlement provides for Defendants and/or their insurers to pay two million three hundred thousand dollars (\$2,300,000.00) into a settlement fund (the “Settlement Fund”). The Settlement is subject to Court approval. Also, subject to the Court’s approval, a portion of the Settlement Fund will be used to pay attorneys’ fees with interest and reasonable litigation expenses to Class Counsel, and any award to Plaintiffs. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and the costs of the claims administration, including the costs of printing and mailing and/or emailing notices and the costs of publishing notices. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the “Net Settlement Fund”) will be distributed to Settlement Class Members who submit timely, valid claims, according to the Plan of Allocation to be approved by the Court.

**b. What can you expect to receive under the proposed Settlement?**

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed; (ii) the dates you purchased and sold Sun common stock; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Class Counsel for attorneys’ fees, costs, and expenses and award to Plaintiffs.

The Net Settlement Fund will be distributed to Settlement Class Members who submit valid Claim Forms and whose claims for recovery are allowed by the Claims Administrator (“Authorized Claimants”) pursuant to the terms of the Stipulation or by order of the Court, in accordance with the proposed Plan of Allocation below. The proposed Plan of Allocation reflects Plaintiffs’ contention that because of the alleged misrepresentations made by Defendants, the price of Sun’s common stock was artificially inflated during the Class Period, and that certain subsequent disclosures caused reductions in the inflated price of Sun common stock. Defendants have denied and continue to deny these allegations and any and all allegations of wrongdoing, fault, liability, or damage whatsoever asserted in the Action.

### PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the Plan of Allocation with or without modifications agreed to among the Parties, or another plan of allocation, without further notice to Settlement Class Members. Any orders regarding a modification of the Plan of Allocation will be posted to the Claims Administrator's website, [www.strategicclaims.net/SunCommunities/](http://www.strategicclaims.net/SunCommunities/).

The Claims Administrator shall determine the *pro rata* share of the Net Settlement Fund of each Authorized Claimant based upon each Authorized Claimant's Recognized Loss. **Please Note:** The Recognized Loss formula, set forth below, is not intended to be an estimate of the amount of what a Settlement Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss and subject to the provisions in the following paragraphs. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total Recognized Losses of all Authorized Claimants and subject to the provisions in the following paragraphs (*i.e.*, "*pro rata* share"). Payment in this manner shall be deemed conclusive against all Authorized Claimants. No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

If any funds remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the distribution of the Net Settlement Fund cash their distribution checks, then any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts mistakenly omitted from the initial distribution to Authorized Claimants; (ii) second, to pay any additional Notice and Administration Costs incurred in administering the Settlement; and (iii) finally, to make a second distribution to Authorized Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 from such second distribution, after payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. If six (6) months after such second distribution, if undertaken, or if such second distribution is not undertaken, any funds shall remain in the Net Settlement Fund after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in this Settlement cash their checks, any funds remaining in the Net Settlement Fund shall be donated to a non-profit charitable organization(s) selected by Class Counsel.

**THE BASIS FOR CALCULATING YOUR RECOGNIZED LOSS:**

Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants. Recognized Losses will be calculated as follows:

For Sun's publicly traded common stock purchased during the Class Period, the Recognized Loss shall be calculated as follows:

- A. For shares retained at the end of trading on December 24, 2024, the Recognized Loss per share shall be the lesser of:
  - (i) \$1.18 per share; or
  - (ii) the difference between the purchase price per share and \$128.66 per share<sup>1</sup>.
  
- B. For shares sold on or before September 24, 2024, the Recognized Loss per share shall be \$0.00.
  
- C. For shares sold on September 25, 2024, the Recognized Loss per share shall be the lesser of:
  - (i) \$0.93 per share; or
  - (ii) the difference between the purchase price per share and the sale price per share.
  
- D. For shares sold between September 26, 2024 and December 24, 2024, inclusive, the Recognized Loss shall be the lesser of:
  - (i) \$1.18 per share; or
  - (ii) the difference between the purchase price per share and the average closing price per share as of date of sale provided in Table A below.

Table A

Date	Closing Price	Average Closing Price	Date	Closing Price	Average Closing Price
9/26/2024	\$135.62	\$135.62	11/11/2024	\$127.12	\$132.01
9/27/2024	\$135.98	\$135.80	11/12/2024	\$124.17	\$131.78
9/30/2024	\$135.15	\$135.58	11/13/2024	\$125.89	\$131.61
10/1/2024	\$133.74	\$135.12	11/14/2024	\$124.09	\$131.41
10/2/2024	\$133.15	\$134.73	11/15/2024	\$125.16	\$131.24

<sup>1</sup>Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." \$128.66 per share was the mean (average) daily closing trading price of the Company's shares during the 90-day period beginning on September 26, 2024, through and including December 24, 2024.

## EXHIBIT A-1

10/3/2024	\$131.07	\$134.12	11/18/2024	\$125.27	\$131.08
10/4/2024	\$129.77	\$133.50	11/19/2024	\$126.61	\$130.97
10/7/2024	\$127.60	\$132.76	11/20/2024	\$126.26	\$130.85
10/8/2024	\$125.08	\$131.91	11/21/2024	\$128.52	\$130.79
10/9/2024	\$126.69	\$131.39	11/22/2024	\$127.46	\$130.71
10/10/2024	\$128.88	\$131.16	11/25/2024	\$128.88	\$130.67
10/11/2024	\$129.80	\$131.04	11/26/2024	\$127.03	\$130.59
10/14/2024	\$130.25	\$130.98	11/27/2024	\$128.56	\$130.54
10/15/2024	\$133.71	\$131.18	11/29/2024	\$126.33	\$130.45
10/16/2024	\$136.07	\$131.50	12/2/2024	\$127.00	\$130.38
10/17/2024	\$137.58	\$131.88	12/3/2024	\$127.05	\$130.31
10/18/2024	\$136.19	\$132.14	12/4/2024	\$127.10	\$130.24
10/21/2024	\$133.96	\$132.24	12/5/2024	\$126.36	\$130.16
10/22/2024	\$135.35	\$132.40	12/6/2024	\$124.69	\$130.06
10/23/2024	\$139.05	\$132.73	12/9/2024	\$124.54	\$129.95
10/24/2024	\$137.87	\$132.98	12/10/2024	\$122.84	\$129.82
10/25/2024	\$133.89	\$133.02	12/11/2024	\$121.18	\$129.66
10/28/2024	\$131.95	\$132.97	12/12/2024	\$123.20	\$129.54
10/29/2024	\$131.25	\$132.90	12/13/2024	\$122.20	\$129.41
10/30/2024	\$132.89	\$132.90	12/16/2024	\$122.65	\$129.29
10/31/2024	\$132.68	\$132.89	12/17/2024	\$122.80	\$129.18
11/1/2024	\$130.31	\$132.80	12/18/2024	\$120.41	\$129.03
11/4/2024	\$130.28	\$132.71	12/19/2024	\$119.89	\$128.88
11/5/2024	\$133.22	\$132.73	12/20/2024	\$123.68	\$128.79
11/6/2024	\$131.76	\$132.69	12/23/2024	\$123.87	\$128.71
11/7/2024	\$123.22	\$132.39	12/24/2024	\$125.32	\$128.66
11/8/2024	\$125.32	\$132.17			

To the extent a Claimant had a trading gain or “broke even” from his, her, or its overall transactions in Sun common stock during the Class Period, the value of the Recognized Loss will be zero and the Claimant will not be entitled to a share of the Net Settlement Fund. To the extent that a Claimant suffered a trading loss on his, her, or its overall transactions in Sun common stock during the Class Period, but that trading loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the Claimant’s actual trading loss.<sup>2</sup>

For purposes of calculating your Recognized Loss, the date of purchase, acquisition, or sale is the “contract” or “trade” date and not the “settlement” or “payment” date. The receipt or

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<sup>2</sup> In order to determine the Claimant’s overall trading loss, the Claims Administrator will calculate the total purchase cost of the Sun common shares that the Claimant purchased during the Class Period, less the total amount received for any Sun common shares that the Claimant sold between February 28, 2019 and September 24, 2024, both dates inclusive, and less the value of any Sun common shares the Claimant held at the close of trading on September 24, 2024 (which will be calculated with a value of \$135.62 per share). Any common shares held at the beginning of the Class Period and sold during the Class Period are not included in the calculation of the overall trading loss.

grant by gift, inheritance, or operation of law of Sun common stock shall not be deemed a purchase or acquisition of Sun publicly-traded common stock for the calculation of an Authorized Claimant's Recognized Loss. The covering purchase of a short sale is not an eligible purchase. Only purchases of Sun publicly-traded common stock are eligible purchases (Cusip number: 866674104).

For purposes of calculating your Recognized Loss, all purchases, acquisitions, and sales shall be matched on a First In First Out ("FIFO") basis in chronological order. Therefore, on the Proof of Claim and Release Form enclosed with this Notice, you must provide all of your purchases, acquisitions, and sales of Sun common stock during the time period from February 28, 2019, through and including December 24, 2024.

Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Defendants, Defendants' counsel, Plaintiffs, Class Counsel, or the Claims Administrator or other agent designated by Class Counsel based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Proof of Claim and Release Form. All persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted in connection with the Settlement, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Settlement Fund, shall be released and discharged from any and all claims arising out of such involvement, and all Settlement Class Members, whether or not they are to receive payment from the Net Settlement Fund, will be barred from making any further claim against the Net Settlement Fund beyond the amount allocated to them as provided in any distribution orders entered by the Court.

#### **9. How can I get a payment?**

To qualify for a payment, you must send in a form entitled "Proof of Claim and Release Form" (the "Claim Form"). This Claim Form is attached to this Notice. You may also obtain a Claim Form at \_\_\_\_\_. Read the instructions carefully, fill out the form, and sign it in the location indicated. The Claim Form may be completed in two ways: (1) by completing and submitting it electronically at [www.strategicclaims.net/SunCommunities/](http://www.strategicclaims.net/SunCommunities/) **by 11:59 p.m. ET on \_\_\_\_\_, 2026**; or (2) by mailing the claim form together with all documentation requested in the form, **postmarked no later than \_\_\_\_\_, 2026**, to:

Sun Communities, Inc. Securities Litigation  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson St., Ste. 205  
Media, PA 19063  
Fax: (610) 565-7985  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

The Claims Administrator will process your claim and determine whether you are an Authorized Claimant. Please contact the Claims Administrator if you disagree with any

determinations made by the Claims Administrator regarding your Claim Form. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Settlement Class Members and the claims-administration process, to decide the issue by submitting a written request.

**10. What am I giving up by receiving a payment and staying in the Settlement Class?**

**Unless you exclude yourself from the Settlement Class by the \_\_\_\_\_, 2026 deadline,** you will remain a member of the Settlement Class, receive your share of the Net Settlement Fund if you are an Authorized Claimant and submitted a valid Claim Form, and will be bound by the release of claims against the Defendants and other Released Defendant Parties if the Settlement is approved. That means you and all other Settlement Class Members and each of their Related Parties (as defined in the Stipulation) will release (agreeing never to sue, continue to sue, or be part of any other lawsuit) Defendants and all Released Defendant Parties from any and all claims which arise out of, are based upon, or relate in any way to the purchase of Sun common stock during the Class Period. It means that all of the Court's orders will apply to you and legally bind you. That means you will accept a share of the Net Settlement Fund as sole compensation for any losses you suffered in the purchase, sale, or ownership of Sun common stock during the Class Period. The specific terms of the release are included in the Stipulation.

**11. How do I get out of the Settlement?**

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue Defendants or other Released Defendant Parties on your own, at your own expense, about the claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. To exclude yourself from the Settlement, you must mail a letter that (A) clearly indicates your name, address, phone number, and email contact information (if any) and states that you "request to be excluded from the Settlement Class in *Nelson v. Sun Communities Inc., et al.*, Case No. 2:24-cv-13314-LVP-EAS (E.D. Mich.)" and (B) states the date, number of shares, and dollar amount of each purchase of publicly-traded Sun common stock during the Class Period, any sale transactions during the Class Period, and the number of Sun common stock held by you as of February 28, 2019 and September 24, 2024. To be valid, such request for exclusion must be submitted with documentary proof: (i) of each purchase and, if applicable, sale transaction of Sun common stock during the Class Period; and (ii) demonstrating your status as a beneficial owner of the Sun common stock. Any such request for exclusion must be signed and submitted by you, as the beneficial owner, under penalty of perjury. You must mail your exclusion request, to be **received no later than \_\_\_\_\_, 2026**, to the Claims Administrator at the following address:

Sun Communities, Inc. Securities Litigation  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson St., Ste. 205  
Media, PA 19063

**You cannot exclude yourself by telephone or by email.**

If you properly exclude yourself, you will *not* receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the judgment in this case.

**12. If I do not exclude myself, can I sue Defendants or the other Released Defendant Parties for the same thing later?**

No. Unless you followed the procedure outlined in this Notice to exclude yourself, you give up any right to sue Defendants or the other Released Defendant Parties for any and all Released Plaintiffs' Claims as set forth in the Stipulation. If you have a pending lawsuit related to any Released Claims, speak to your lawyer in that case immediately, since you must exclude yourself from this Settlement Class to continue your own lawsuit.

**13. Do I have a lawyer in this case?**

The Court appointed The Rosen Law Firm, P.A. as Class Counsel to represent you and the other Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. Contact information for The Rosen Law Firm, P.A. is provided below.

**14. How will the lawyers be paid?**

Class Counsel have expended considerable time litigating this Action on a contingent fee basis and have paid for the expenses of the case themselves. They have not been paid attorneys' fees or reimbursed for their expenses in advance of this Settlement. Class Counsel have done so with the expectation that, if they are successful in recovering money for the Settlement Class, they will receive attorneys' fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Class Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Class Counsel will apply to the Court for an award of attorneys' fees in an amount not to exceed 33 1/3% of the Settlement Fund plus interest, reimbursement of litigation expenses of no more than \$55,000 and an award to Lead Plaintiff up to \$3,500, and Plaintiff Nelson up to \$2,500. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

**15. How do I tell the Court that I do not like the Settlement?**

You can tell the Court you do not agree with the Settlement, any part of the Settlement, and/or to Class Counsel's motion for attorneys' fees and expenses and application for an award to Plaintiffs, and/or that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in the matter of *Nelson v. Sun Communities Inc., et al.*, Case No. 2:24-cv-13314-LVP-EAS (E.D. Mich.). Be sure to include: (1) your name, address, email contact information (if any), and telephone number; (2) a list of all purchases and sales of publicly-traded Sun common stock during the Class

## EXHIBIT A-1

Period (to demonstrate that you are a Settlement Class Member); (3) all grounds for the objection, including any legal support known to you or your counsel; (4) the name, address, email address, and telephone number of all counsel, if any, who represent you, including your former or current counsel; and (5) the number of times you and/or your counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the jurisdiction in each case, and the name of the issuer of the security or seller of the product or service at issue in each case. Attendance at the Settlement Hearing is not necessary. Objectors wishing to be heard orally at the Settlement Hearing are required to indicate in their written objection (or in a separate writing that is submitted and served on the Parties no later than \_\_\_\_\_, 2026) that they intend to appear at the Settlement Hearing and identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. Be sure to serve copies of any objections, papers, and briefs to **each** of the addresses listed below, to be **received no later than \_\_\_\_\_, 2026:**

Clerk's Office United States District Court Eastern District of Michigan 231 W. Lafayette Blvd. Room 599 Detroit, MI 48226	<i>Class Counsel</i>  Jonathan R. Horne The Rosen Law Firm, P.A. 275 Madison Ave 40th Floor New York, NY 10016	<i>Counsel for Defendants</i>  Jonathan K. Youngwood Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NY 10017

**16. What is the difference between objecting and requesting exclusion?**

Objecting is simply telling the Court you do not like something about the Settlement or some portion thereof. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Settlement Hearing on \_\_\_\_\_, 2026, at \_\_\_ a.m., at the United States District Court for the Eastern District of Michigan, 231 W. Lafayette Blvd., Detroit, MI 48226, Room 206. The Court reserves the right to hold the Settlement Hearing telephonically or by other virtual means. In the event the Court decides to hold the Settlement Hearing telephonically or by other virtual means, Class Counsel will direct the Claims Administrator to update its website, on the page dedicated to this Settlement, to include the telephone number or other virtual means to access the Settlement Hearing.

**18. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come

to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

**19. What happens if I do nothing at all?**

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Defendant Parties about the Released Claims (as defined in the Stipulation) ever again.

**SPECIAL NOTICE TO BROKERS AND OTHER NOMINEES**

If, during the Class Period, you purchased publicly-traded Sun common stock for the beneficial interest of a person or organization other than yourself, the Court has directed that, **WITHIN 10 DAYS OF YOUR RECEIPT OF THE CLAIMS ADMINISTRATOR'S LETTER**, you either: (a) provide to the Claims Administrator the name and email address of each person or organization for whom or which you purchased such Sun common stock during such time period; or (b) request a link to the webpage hosting the Long Notice and Claim Form and email the link to the webpage hosting the Long Notice and Claim Form directly to each beneficial purchaser/owner for whom you are nominee or custodian within ten (10) days after receipt thereof. If you choose to follow alternative procedure (b), the Court has directed that, upon such emailing, you send a statement to the Claims Administrator confirming that the emailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable out-of-pocket expenses actually incurred in connection with the foregoing, up to a maximum of \$0.02 per link to the webpage hosting the Long Notice and Claim Form emailed; or up to a maximum of \$0.02 per name and email address provided to the Claims Administrator. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Claims Administrator at the address listed on page \_\_\_\_ above.

DATED: \_\_\_\_\_, 2026

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE EASTERN  
DISTRICT OF MICHIGAN

**PROOF OF CLAIM AND RELEASE FORM**

**Deadline for Submission:** \_\_\_\_\_, 2026

IF YOU PURCHASED PUBLICLY-TRADED SUN COMMUNITIES, INC. ("SUN") COMMON STOCK BETWEEN FEBRUARY 28, 2019 AND SEPTEMBER 24, 2024, BOTH DATES INCLUSIVE (THE "CLASS PERIOD") YOU ARE A "SETTLEMENT CLASS MEMBER" AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS. (EXCLUDED FROM THE SETTLEMENT CLASS ARE: (A) PERSONS WHO SUFFERED NO COMPENSABLE LOSSES; AND (B) SUN, THE INDIVIDUAL DEFENDANTS, AND EACH OF THEIR IMMEDIATE FAMILY MEMBERS, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS, OR ASSIGNS, AND ANY ENTITY IN WHICH ANY OF THE DEFENDANTS HAVE OR HAD A CONTROLLING INTEREST. ALSO EXCLUDED FROM THE SETTLEMENT CLASS ARE THOSE PERSONS WHO SUBMIT A VALID AND TIMELY REQUEST FOR EXCLUSION IN ACCORDANCE WITH THE PRELIMINARY APPROVAL ORDER.)

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS PROOF OF CLAIM AND RELEASE FORM ("CLAIM FORM") TO BE ELIGIBLE TO SHARE IN THE SETTLEMENT BENEFITS. **YOU CAN COMPLETE AND SUBMIT THE ELECTRONIC VERSION OF THIS CLAIM FORM BY 11:59 P.M. ET ON \_\_\_\_\_, 2026 AT [WWW.STRATEGICCLAIMS.NET/SUNCOMMUNITIES/](http://WWW.STRATEGICCLAIMS.NET/SUNCOMMUNITIES/).**

**IF YOU DO NOT COMPLETE AND SUBMIT AN ELECTRONIC VERSION OF THIS CLAIM FORM, YOU MUST COMPLETE AND SIGN THIS CLAIM FORM AND MAIL IT BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN \_\_\_\_\_, 2026, TO STRATEGIC CLAIMS SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:**

Sun Communities, Inc. Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
P.O. Box 230  
Media, PA 19063  
Fax: (610) 565-7985  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

**SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL, AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED.**

YOUR FAILURE TO SUBMIT YOUR CLAIM BY \_\_\_\_\_, 2026, WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOU FROM RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. IF YOU ARE A SETTLEMENT CLASS MEMBER AND DO NOT SUBMIT A PROPER CLAIM FORM, YOU WILL NOT SHARE IN THE SETTLEMENT BUT YOU NEVERTHELESS WILL BE BOUND BY THE COURT'S JUDGMENT UNLESS YOU EXCLUDE YOURSELF. SUBMISSION OF A CLAIM FORM DOES NOT GUARANTEE THAT YOU WILL SHARE IN THE PROCEEDS OF THE SETTLEMENT.

**CLAIMANT'S STATEMENT**

1. I (we) purchased publicly-traded Sun Communities, Inc. ("Sun") common stock during the Class Period. (Do not submit this Proof of Claim and Release Form ("Claim Form") if you did not purchase publicly-traded Sun common stock during the Class Period.)
2. By submitting this Claim Form, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member(s) as defined above and in the Notice of Pendency and Proposed Settlement of Class Action (the "Long Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant(s) in the Action or anyone excluded from the Settlement Class; that I (we) have read and understand the Long Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Long Notice; that I (we) elect to participate in the proposed Settlement described in the Long Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Claim Form. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Settlement Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Claim Form.
4. I (we) have set forth where requested below all relevant information with respect to each purchase of Sun common stock, and each sale, if any, of such common stock. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase and sale of publicly-traded Sun common stock listed below in support of my (our) claim. (If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker or tax advisor because these documents are necessary to prove and process your claim. **YOUR FAILURE TO SUBMIT COPIES OF OFFICIAL DOCUMENTS EVIDENCING YOUR PURCHASES AND/OR SALES WILL CAUSE THE CLAIMS ADMINISTRATOR TO REJECT YOUR CLAIM.**)
6. I (we) understand that the information contained in this Claim Form is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to calculate your Recognized Loss efficiently and reliably. In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where it could affect your Recognized Loss, information concerning transactions in any derivative securities such as options.)
7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise, and discharge by me (us) and my (our) "Related Parties" (or, if I am (we are) submitting this Claim Form on behalf of a corporation, a partnership, an estate, or one or more other persons, by it, him, her, or them, and by its, his, her, or their "Related Parties") of each of the "Released Defendants' Parties" of all "Released Claims," as those terms are defined in the Stipulation of Settlement, dated April 3, 2026 ("Stipulation").

EXHIBIT A-2

8. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a covenant by me (us) and my (our) Related Parties (or, if I am (we are) submitting this Claim Form on behalf of a corporation, a partnership, an estate, or one or more other persons, by it, him, her, or them, and by its, his, her, or their Related Parties) to permanently refrain from prosecuting or attempting to prosecute any Released Claims against any of the Released Defendants' Parties.
9. I (We) acknowledge that "Related Parties", "Released Defendant Party", "Released Defendant Parties", "Releasing Plaintiff Party", and "Releasing Plaintiff Parties" have the meanings laid out in the Stipulation.
10. I (We) acknowledge that "Released Claims" has the meaning laid out in the Stipulation.
11. I (We) acknowledge that "Unknown Claims" has the meaning laid out in the Stipulation.
12. I (We) acknowledge that the inclusion of "Unknown Claims" in the definition of claims released pursuant to the Stipulation was separately bargained for and is a material element of the Settlement of which this release is a part.
13. NOTICE REGARDING INSTITUTIONAL FILERS: Representatives with authority to file on behalf of (a) accounts of multiple Settlement Class Members and/or (b) institutional accounts with large numbers of transactions ("Representative Filers") must submit information regarding their transactions in an electronic spreadsheet format. If you are a Representative Filer, you must contact the Claims Administrator at [efile@strategicclaims.net](mailto:efile@strategicclaims.net) or visit their website at [www.strategicclaims.net/SunCommunities/](http://www.strategicclaims.net/SunCommunities/) to obtain the required file layout. Claims which are not submitted in electronic spreadsheet format and in accordance with the Claims Administrator's instructions may be subject to rejection. All Representative Filers MUST also submit a manually signed Claim Form for each Settlement Class Member, as well as proof of authority to file (see Item 2 of the Claimant's Statement), along with the electronic spreadsheet format. No claims submitted in electronic spreadsheet format will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.
14. NOTICE REGARDING ONLINE FILING: Claimants who are not Representative Filers may submit their claims online using the electronic version of the Claim Form hosted at [www.strategicclaims.net/SunCommunities/](http://www.strategicclaims.net/SunCommunities/). If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Claim Form has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator by email at [info@strategicclaims.net](mailto:info@strategicclaims.net) or by telephone toll-free at (866) 274-4004. If you are not a Representative Filer, but your claim contains a large number of transactions, the Claims Administrator may request that you also submit an electronic spreadsheet showing your transactions to accompany your Claim Form.

**I. CLAIMANT INFORMATION**

Beneficial Owner Name		
Address		
City	State	Zip Code
Foreign Province	Foreign Country	
Day Phone	Evening Phone	
Email		
Social Security Number (for individuals)	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

**II. SCHEDULE OF TRANSACTIONS IN SUN COMMUNITIES, INC. ("SUN") COMMON STOCK**

**Beginning Holdings:**

A. State the total number of shares of publicly-traded Sun common stock held at the close of trading on February 27, 2019 (*must be documented*). If none, write "zero" or "0."

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**Purchases:**

B. Separately list each and every purchase of publicly-traded Sun common stock between February 28, 2019 and December 24, 2024, both dates inclusive, and provide the following information (*must be documented*):

Trade Date <sup>1</sup> (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price per Share	Total Cost (Excluding Commissions, Taxes, and Fees)

<sup>1</sup> "Trade Date" refers to the date the trade was initiated, not the settlement date.

**Sales:**

C. Separately list each and every sale of publicly-traded Sun common stock between February 28, 2019 and December 24, 2024, both dates inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Price per Share	Amount Received (Excluding Commissions, Taxes, and Fees)

**Ending Holdings:**

D. State the total number of shares of publicly-traded Sun common stock held at the close of trading on December 24, 2024 (*must be documented*). If none, write “zero” or “0.”

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If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification Number at the top of each sheet.

**III. SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number:

Enter the taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service (“I.R.S.”) requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number (for individuals)	or	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

**IV. CERTIFICATION**

I (We) submit this Proof of Claim and Release Form under the terms of the Stipulation described in the Long Notice. I (We) also submit to the jurisdiction of the United States District Court for the Eastern District of Michigan with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the release and covenant not to sue set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) have not submitted any other claim covering the same purchases or sales of publicly-traded Sun common stock during the Class Period and know of no other Person having done so on my (our) behalf.

EXHIBIT A-2

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding; or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

**NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)  
 Check here if proof of authority to file is enclosed.  
(See Item 2 under Claimant's Statement)

Date: \_\_\_\_\_

THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT [WWW.STRATEGICCLAIMS.NET/SUNCOMMUNITIES/](http://WWW.STRATEGICCLAIMS.NET/SUNCOMMUNITIES/) NO LATER THAN 11:59 P.M. ET ON \_\_\_\_\_, 2026, OR IT MUST BE MAILED TO THE CLAIMS ADMINISTRATOR AT THE ADDRESS BELOW, POSTMARKED NO LATER THAN \_\_\_\_\_, 2026:

Sun Communities, Inc. Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson St., Ste. 205  
P.O. Box 230  
Media, PA 19063  
Toll-Free: (866) 274-4004  
Fax: (610) 565-7985  
[info@strategicclaims.net](mailto:info@strategicclaims.net)

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by \_\_\_\_\_, 2026 and if a postmark is indicated on the envelope and it is mailed first-class and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to process fully all of the Claim Forms and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Claim Form. Please notify the Claims Administrator of any change of address.

#### REMINDER CHECKLIST

- Please be sure to sign this Claim Form on page \_\_\_\_\_. If this Claim Form is submitted on behalf of joint Claimants, each Claimant must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Claim Form or any supporting documents.
- If you move or change your address, telephone number, or email address, please submit the new information to the Claims Administrator, as well as any other information that will assist us in contacting you. NOTE: Failure to submit updated information to the Claims Administrator may result in the Claims Administrator's inability to contact you regarding issues with your claim or to deliver payment to you.

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

MICHELLE NELSON, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

v.

SUN COMMUNITIES, INC., GARY A.  
SCHIFFMAN, JOHN BANDINI MCLAREN,  
KAREN J. DEARING, and FERNANDO  
CASTRO-CARATINI,

Defendants.

CASE NO. 2:24-cv-13314-LVP-EAS

CLASS ACTION

**SUMMARY NOTICE OF PENDENCY AND  
PROPOSED CLASS ACTION SETTLEMENT**

**TO: ALL PERSONS WHO PURCHASED THE PUBLICLY-TRADED COMMON STOCK OF SUN COMMUNITIES, INC. (“SUN”) BETWEEN FEBRUARY 28, 2019 AND SEPTEMBER 24, 2024, BOTH DATES INCLUSIVE (“SETTLEMENT CLASS”).**

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Eastern District of Michigan, that a hearing (the “Settlement Hearing”) will be held on \_\_\_\_\_, 2026 at \_\_\_\_\_ a.m. before the Honorable Linda V. Parker, United States District Court for the Eastern District of Michigan, 231 W. Lafayette Blvd., Room 206, Detroit, MI 48226, for the purpose of determining whether: (1) the proposed Settlement of the claims in the above-captioned action (the “Action”) for consideration including the sum of \$2,300,000.00 should be approved by the Court as fair, reasonable, and adequate; (2) the proposed plan to distribute the Settlement proceeds is fair, reasonable, and adequate; (3) the application of Lead Counsel for an award of attorneys’ fees of up to one-third plus interest of the Settlement Amount, reimbursement

of expenses of not more than \$55,000, and awards of up to \$3,500 to Lead Plaintiff and \$2,500 to Plaintiff Nelson should be approved; (4) for purposes of the proposed Settlement only, the Action should be certified as a class action on behalf of the Settlement Class; and (5) whether this Action should be dismissed with prejudice as set forth in the Stipulation of Settlement, dated April 3, 2026 (the “Stipulation”). The Court reserves the right to hold the Settlement Hearing telephonically or by other virtual means.

If you purchased the publicly-traded common stock of Sun during the period between February 28, 2019 and September 24, 2024, both dates inclusive, your rights may be affected by this Settlement, including the release and extinguishment of claims you may possess relating to your ownership interest in publicly-traded Sun common stock. If you need assistance obtaining a Notice of Pendency and Proposed Settlement of Class Action (“Long Notice”) and a copy of the Proof of Claim and Release Form (“Claim Form”), you may write to, call, or contact the Claims Administrator: Sun Communities, Inc. Securities Litigation, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Ste. 205, Media, PA 19063; (Toll-Free) (866) 274-4004; (Fax) (610) 565-7985; [info@strategicclaims.net](mailto:info@strategicclaims.net). You can also download copies of the Long Notice and submit your Claim Form online at [www.strategicclaims.net/SunCommunities/](http://www.strategicclaims.net/SunCommunities/). If you are a member of the Settlement Class, to share in the distribution of the Net Settlement Fund, you must submit a Claim Form electronically or postmarked no later than \_\_\_\_\_, 2026 to the Claims Administrator, establishing that you are entitled to share in the recovery. Unless you submit a written exclusion request, you will be bound by any judgment rendered in the Action, whether or not you make a claim.

If you desire to be excluded from the Settlement Class, you must submit to the Claims Administrator a request for exclusion so that it is received no later than \_\_\_\_\_, 2026, in the

manner and form explained in the Long Notice. All members of the Settlement Class who have not requested exclusion from the Settlement Class will be bound by any judgment entered in the Action pursuant to the Stipulation.

Any objection to the Settlement, Plan of Allocation, or Lead Counsel’s request for an award of attorneys’ fees and reimbursement of expenses and award to Plaintiffs must be in the manner and form explained in the Long Notice and received no later than \_\_\_\_\_, 2026, by each of the following:

	<i>Lead Counsel</i>	<i>Counsel for Defendants</i>
Clerk's Office United States District Court Eastern District of Michigan 231 W. Lafayette Blvd Room 599 Detroit, MI 48226	Jonathan R. Horne The Rosen Law Firm, P.A. 275 Madison Ave 40 <sup>th</sup> Floor New York, NY 10016	Jonathan K. Youngwood Janet A. Gochman Simpson Thacher & Bartlett LLP 425 Lexington Avenue New York, NY 10017

If you have any questions about the Settlement, you may call or write to Lead Counsel:

Jonathan R. Horne  
 THE ROSEN LAW FIRM, P.A.  
 275 Madison Ave, 40th Floor  
 New York, NY 10016  
 Tel: (212) 686-1060  
 jhorne@rosenlegal.com

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE REGARDING THIS NOTICE.**

DATED: \_\_\_\_\_, 2026

BY ORDER OF THE UNITED STATES  
 DISTRICT COURT FOR THE EASTERN  
 DISTRICT OF MICHIGAN

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

MICHELLE NELSON, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

v.

SUN COMMUNITIES, INC., GARY A.  
SCHIFFMAN, JOHN BANDINI MCLAREN,  
KAREN J. DEARING, and FERNANDO  
CASTRO-CARATINI,

Defendants.

Case No. 2:24-cv-13314-LVP-  
EAS

CLASS ACTION

**[PROPOSED] ORDER AND FINAL JUDGMENT**

On the \_\_\_\_ day of \_\_\_\_\_, 2026, a hearing having been held before this Court to determine whether the terms and conditions of the Stipulation of Settlement, dated April 3, 2026 (the “Stipulation”) are fair, reasonable, and adequate for the settlement of all claims asserted by the Settlement Class against Defendants; and

The Court having considered all matters submitted to it at the hearing and otherwise; and

It appearing that Notice substantially in the forms approved in the Court’s Order Preliminarily Approving Class Action Settlement and Providing For Notice, dated \_\_\_\_\_, 2026, (“Preliminary Approval Order”) was provided to all

EXHIBIT B

reasonably identifiable Settlement Class Members and posted to the website of the Claims Administrator, in accordance with the specifications set forth in the order; and

It appearing that the Summary Notice substantially in the form approved by the Court in the Preliminary Approval Order was published in accordance with the order's specifications;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. All capitalized terms used herein have the same meanings as set forth and defined in the Stipulation.

2. The Court has jurisdiction over the subject matter of the Action, Plaintiffs, all Settlement Class Members, and Defendants.

3. The Court finds that, for settlement purposes only, the prerequisites for a class action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of the Plaintiffs are typical of the claims of the Settlement Class they seeks to represent; (d) Plaintiffs and Class Counsel fairly and adequately represent the interests of the Settlement Class; (e) questions of law and fact common to the members of the

EXHIBIT B

Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (f) a class action is superior to other available methods for the fair and efficient adjudication of this Action, considering: (i) the interests of the Settlement Class Members in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by Settlement Class Members; (iii) the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the class action. The Settlement Class is being certified for settlement purposes only.

4. The Court hereby finally certifies this Action as a class action for purposes of the Settlement, pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of all Persons who purchased publicly-traded Sun Communities, Inc. (“Sun”) common stock between February 28, 2019 and September 24, 2024, both dates inclusive, and suffered compensable damages thereby. Excluded from the Settlement Class are: (a) persons who suffered no compensable losses; and (b) Sun, the Individual Defendants, and each of their Immediate Family Members, legal representatives, heirs, successors or assigns, and any entity in which any of the Defendants have or had a controlling interest. Also excluded from the Settlement Class are those Persons who timely submitted valid

EXHIBIT B

requests for exclusion in accordance with the specifications set forth in the Preliminary Approval Order.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, for the purposes of this Settlement only, Plaintiffs are certified as the class representative on behalf of the Settlement Class (“Class Representative”) and Class Counsel previously selected by Plaintiffs and appointed by the Court is hereby appointed as Class Counsel for the Settlement Class (“Class Counsel”).

6. The Court hereby finds that the forms and methods undertaken to notify the Settlement Class of the Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constitute the best notice practicable under the circumstances; and constitute due and sufficient notice to all Persons entitled thereto of these proceedings and the matters set forth herein. No Settlement Class Member is relieved from the terms of the Settlement, including the Releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to Settlement Class Members to object to the proposed Settlement and to participate in the hearing thereon. Thus, it is hereby determined

EXHIBIT B

that all Settlement Class Members are bound by this Order and Final Judgment, [except those persons listed on Exhibit A to this Final Judgment].

7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court finds that the Stipulation and the Settlement, including the Settlement Amount of \$2,300,000.00, are, in all respects, fair, reasonable, and adequate and in the best interests of the Settlement Class and each of the Settlement Class Members. This Court further finds the Settlement set forth in the Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests of Class Representative, Settlement Class Members, and Defendants. Accordingly, the Settlement embodied in the Stipulation is hereby finally approved in all respects and shall be consummated in accordance with its terms and provisions. The Parties are hereby directed to perform the terms of the Stipulation.

8. The Action and the Amended Class Action Complaint for Violations of the Federal Securities Laws ("Complaint"), as well as all of the Released Claims, are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as and to the extent provided in the Stipulation and herein.

9. In accordance with the terms of the Stipulation, the Released Defendant Parties and the Releasing Plaintiff Parties hereby forever release, relinquish, and discharge each other from all Released Claims. The Released Defendant Parties and the Releasing Plaintiff Parties, and anyone acting or

EXHIBIT B

purporting to act for any of them, are hereby permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating, or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Released Claims against any of the Released Defendant Parties and the Releasing Plaintiff Parties. This provision does not, however, bar any of the Released Defendant Parties and the Releasing Plaintiff Parties from bringing an action or claim to enforce the terms of the Stipulation or this Order and Final Judgment.

10. In accordance with the terms of the Stipulation, each of the Defendants, on behalf of themselves, and, as applicable, their heirs, executors, predecessors, successors, assigns, agents, and insurers, hereby forever releases, relinquishes, and discharges any and all Defendant Claims against the Released Plaintiff Parties which arise out of, concern, or relate to the institution, prosecution, settlement, or dismissal of the Action.

11. In accordance with 15 U.S.C. § 78u-4(f)(7) and any other applicable law or regulation, any and all claims which are brought by any Person or entity against Defendants (a) for contribution or indemnification arising out of any Released Claim, or (b) where the damage to the claimant is measured by reference to the claimant's liability to Class Representative or the Settlement Class, are hereby permanently barred and discharged. Any such claims brought by Defendants

EXHIBIT B

against any Person or entity (other than Persons whose liability to the Class Representative or the Settlement Class is extinguished by this Order and Final Judgment) are likewise permanently barred and discharged. However, nothing in this Order and Final Judgment shall apply to bar any claim for insurance coverage by any Defendant.

12. The Court finds that all Parties and their counsel have complied with each requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

13. Except as provided for in the Stipulation, neither this Order and Final Judgment, the Stipulation, nor any of the negotiations, documents, or proceedings connected thereto, nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement shall be:

(a) referred to or used against Released Defendant Parties or against the Class Representative or the Settlement Class as evidence of wrongdoing by any Party;

(b) construed against Released Defendant Parties or against the Class Representative or the Settlement Class as an admission of or concession or evidence of, the consideration to be given hereunder represents the amount which could be or would have been recovered after trial, the truth

EXHIBIT B

of any fact alleged in the Action, the deficiency of any defense that has been or could have been asserted in the Action, or of any alleged wrongdoing, liability, negligence, or fault of the Released Defendant Parties;

(c) construed as, or received in evidence as, an admission, concession, or presumption against the Settlement Class that any of their Claims are without merit or that damages recoverable under the Complaint would not have exceeded the Settlement Fund; or

(d) used or construed as an admission of any fault, liability, or wrongdoing by any person or entity, or offered or received in evidence as an admission, concession, presumption, or inference against any of the Released Defendant Parties in any civil, criminal, or administrative proceeding in any court, arbitration proceeding, administrative agency, or other forum or tribunal.

14. Exclusive jurisdiction is hereby retained over all Parties for all matters relating to the Action, including the administration, interpretation, effectuation, or enforcement of the Stipulation and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the Settlement Class Members.

15. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

EXHIBIT B

16. There is no reason for delay in the entry of this Order and Final Judgment, and immediate entry by the Clerk of the Court is directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

17. The finality of this Order and Final Judgment shall not be affected, in any manner, by rulings that the Court may make with respect to the proposed Plan of Allocation or on Class Counsel's application for an award of attorneys' fees and expenses and for awards to the Class Representative for his participation in the Action on behalf of the Settlement Class.

18. In the event that the Settlement does not become final and effective in accordance with the terms and conditions set forth in the Stipulation, this Order and Final Judgment shall be rendered null and void and be vacated. The terms and conditions of the Stipulation shall govern any termination or the effect of any termination thereof.

19. Class Counsel is awarded attorneys' fees in the amount of \$ \_\_\_\_\_, and expenses in the amount of \$ \_\_\_\_\_, such amounts to be paid out of the Settlement Fund within five (5) Business Days following entry of this Order. Class Counsel shall thereafter be solely responsible for allocating the attorneys' fees and expenses among other Plaintiffs' counsel in the manner in which Class Counsel in good faith believes reflects the contributions of such counsel to the initiation, prosecution, and resolution of the Action. If this

EXHIBIT B

Judgment does not become Final, and any portion of the Fee and Expense Award has already been paid from the Settlement Fund, Class Counsel and all other Plaintiffs' counsel to whom Class Counsel has distributed payments shall within ten (10) Business Days of entry of the order or notice rejecting the Settlement and/or Judgment, terminating the Settlement, or precluding the Effective Date from occurring, refund the Settlement Fund the Fee and Expense Award paid to Class Counsel and, if applicable, distributed to other counsel.

20. Lead Plaintiff is awarded \$\_\_\_\_\_, and Plaintiff Michelle Nelson is awarded \$\_\_\_\_\_, as Compensatory Awards for reasonable costs and expenses directly relating to the representation of the Settlement Class as provided in 15 U.S.C. § 78u-4(a)(4), such amounts to be paid from the Settlement Fund.

Dated: \_\_\_\_\_, 2026

\_\_\_\_\_  
HON. JUDGE LINDA V. PARKER  
UNITED STATES DISTRICT JUDGE

EXHIBIT B

**Exhibit A**