

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF SANILAC

IN RE: MCKENZIE MEMORIAL  
HOSPITAL D/B/A MCKENZIE HEALTH  
SYSTEM 2025 DATA BREACH  
LITIGATION

Case No. 2025-40999-CZ

Hon. Timothy C. Wrathell

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

Casondra Turner (*pro hac vice*)  
**MILBERG, PLLC**  
260 Peachtree Street NW, Suite 2200  
Atlanta, GA 30303  
Telephone: (866) 252-0878  
Fax: (771) 772-3086  
cturner@milberg.com

Raina Borrelli (*pro hac vice*)  
**STRAUSS BORRELLI, PLLC**  
980 N. Michigan Avenue, Suite 1610  
Chicago, Illinois 60611  
Telephone: 872.263.1100  
raina@straussborrelli.com

***Counsel for Plaintiffs***

E. Powell Miller (P39487)  
Gregory A. Mitchell (P68723)  
**THE MILLER LAW FIRM P.C.**  
950 West University Drive, Suite 300  
Rochester, Michigan 48307  
Telephone: (248) 609-3733  
epm@millerlawpc.com  
gam@millerlawpc.com

***Liaison Counsel for Plaintiffs***

Jill H. Fertel  
Tara G. Nalencz  
**CIPRIANI & WERNER PC**  
450 Sentry Parkway, Suite 200  
Bluebell, PA 19422  
(610) 567-0700  
jfertel@c-wlaw.com  
tnalencz@c-wlaw.com

Eric P. Conn  
**FAHEY SCHULTZ BURZYCH RHODES**  
4151 Okemos Rd.  
Okemos, MI 48864  
Tel: (517) 381-0100  
Fax: (517) 381-5051  
econn@fsbirlaw.com

***Counsel for Defendant***

FILED  
SANILAC COUNTY CLERK  
LESLIE HILGENDORF  
2025 MAY 26 P 2:34

**[PROPOSED] STIPULATED ORDER GRANTING PLAINTIFFS' UNOPPOSED  
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

At a session of said Court, held in the City of Sandusky,  
County of Sanilac, State of Michigan  
on \_\_\_\_\_

PRESENT: \_\_\_\_\_  
CIRCUIT COURT JUDGE

This matter having come before the Court on Plaintiffs' Unopposed Motion in Support of Preliminary Approval of Class Action Settlement ("Motion"), the Court having reviewed and considered the Motion, the Class Action Settlement Agreement ("Settlement Agreement") between Plaintiffs Don Megdanoff, Frank Aiello, Pamela Bigger, Matthew Cooper, Michael Siegert, Donna Tanghe, Jack Parinello, and Jay Hill ("Plaintiffs" or "Class Representatives") and Defendant McKenzie Memorial Hospital d/b/a McKenzie Health System ("McKenzie" or "Defendant") (together "the Parties"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and Settlement Agreement, and the Court being fully advised in the premises, IT IS HEREBY ORDERED, as follows:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate and are fully incorporated and adopted herein. There is good cause to find that the Settlement Agreement was negotiated at arms-length between the Parties, who were represented by experienced counsel.
3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Michigan Court Rule 3.501—including numerosity, commonality and

predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to Michigan Court Rule 3.501, and for the purposes of settlement only, the following Settlement Class consisting of: all living persons in the United States whose Private Information was potentially compromised as a result of the Data Incident, including those who were sent a notification from McKenzie of the Data Incident. Excluded from the Settlement Class are (a) all persons who are directors or officers of McKenzie; (b) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels, and/or subdivisions; (c) the Court and any Judge(s) presiding over this matter, the Court's immediate family, and Court staff; and (d) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Incident, or who pleads *nolo contendere* to any such charge.

5. For settlement purposes only, Plaintiffs Don Megdanoff, Frank Aiello, Pamela Bigger, Matthew Cooper, Michael Siegert, Donna Tanghe, Jack Parinello, and Jay Hill are hereby appointed as the Settlement Class Representatives.

6. For settlement purposes only, Raina Borrelli of Strauss Borrelli PLLC and Casandra Turner of Milberg PLLC are hereby appointed as Settlement Class Counsel.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant and the Released Parties retain all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and the Action

resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Notices of Settlement, attached to the Settlement Agreement, and finds that they meet the requirements of Michigan Court Rule 3.501 (C) and satisfies Due Process requirements under the U.S. and Michigan Constitutions.

9. The Court finds that the notice process set forth in the Settlement Agreement meets the requirements of Michigan Court Rule 3.501 (C) and constitutes the best notice practicable under the circumstances, where Settlement Class Members are current or former McKenzie patients and may be readily ascertained from Defendant's records, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members except for those who validly and timely exercise their right to opt-out. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action. The Parties, by agreement, may revise the Notices of Settlement in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Simpluris, or such other entity that the Parties mutually agreed upon, is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement. The Parties, by agreement, may seek an extension of the Notice Date if they believe additional time is needed to obtain Class List data, and Notice shall not

thereafter issue until the Court enters an amended preliminary approval order with settlement deadlines amended to account for such amended Notice Date.

12. Settlement Class Members who wish to receive benefits under the Settlement Agreement are required to submit a valid and timely Claim Form in conformance with the requirements set forth in the Settlement Agreement. Participating Settlement Class Members shall receive the relief to which they are entitled following the final approval of the Settlement.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against Defendant or the Released Parties relating to the Released Claims under the terms of the Settlement Agreement.

14. Any Settlement Class Member may request exclusion from the Settlement Class by expressly stating their request for exclusion in writing. To be considered, such written exclusion request must conform to the requirements as set forth in paragraph 75 of the Settlement Agreement.

15. Any Settlement Class Member who elects to be excluded shall not: (i) be bound by the releases or covenants in the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.

16. Settlement Class Counsel may file a motion seeking attorneys' fees, costs, and service award payment as set forth in the Settlement Agreement no later than fourteen (14) days prior to the Objection and Opt-Out Deadline.

17. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement—including the amount of the attorneys' fees and costs that Settlement Class Counsel intends to seek and the payment of the Service Award to the Settlement Class Representatives—may object to the Settlement by expressly stating their objection in writing. To be considered, such objection must conform to the requirements as set forth in paragraphs 76-77 of the Settlement Agreement.

18. A Settlement Class Member who has not timely requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Settlement Class Counsel's Fee Petition and/or the request for the Service Award to the Settlement Class Representatives are required to indicate in their written objection whether, if they intend to appear at the Final Approval Hearing, they will do so on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection, such Settlement Class Member must also include in their written objection any documents supporting the objection.

19. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements for the objection set forth in this Order and in the Settlement Agreement are fully and timely satisfied by including: (i) the objector's full name, mailing address, telephone number, and email address (if any); (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (iii) the number of times the objector has objected to a class action settlement within the 5 years preceding the date

that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards; (v) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years; (vi) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; (vii) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing; (viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (ix) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and (x) the objector's signature. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein and in the Settlement Agreement, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

20. All papers in support of the Final Approval of the proposed settlement shall be filed no later than fourteen (14) days before the Final Approval Hearing.

21. A Final Approval Hearing shall be held in person and/or via video before the Court on **October 6, 2026 at 9:00 a.m.** for the following purposes:

- a) to finally determine whether the applicable prerequisites for settlement class action treatment under Michigan Court Rule 3.501 have been met;
- b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- c) to determine whether the judgment as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims that have been released in the Settlement Agreement;
- d) to determine whether the Notice employed meets the requirements of Michigan Court Rule 3.501 (C) and constitutes the best notice practicable under the circumstances;
- e) to consider the Settlement Class Counsel Fee Petition;
- f) to consider the application for the Service Award to the Settlement Class Representatives;
- g) to consider the distribution of the Settlement benefits pursuant to the Settlement Agreement; and
- h) to rule upon such other matters as the Court may deem appropriate.

22. The Final Approval Hearing may be postponed, adjourned, transferred, continued, or changed location by order of the Court without further notice to the Settlement Class. If the

Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Claims Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members and approves the Settlement Agreement and enter a Final Judgment.

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

24. Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice. The Claims Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Approval Order and Final Judgment, including the releases contained therein.

25. All discovery and other proceedings in the Action as between Plaintiffs and Defendant is stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.


26. For clarity, the key deadlines set forth above and in the Settlement Agreement are as follows:

Action	Deadline
Defendant Provides Settlement Class List to Claims Administrator	Within ten (10) days of entry of the Preliminary Approval Order
Deadline For Claims Administrator to Issue Notice to Settlement Class Members ("Notice Date")	No later than thirty (30) days after entry of the Preliminary Approval Order
Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	No later than fourteen (14) days before the Final Approval Hearing
Objection/Opt-Out Deadline	Sixty (60) days after the Notice Date
Claims Deadline	Sixty (60) days after the Notice Date
Motion for Final Approval to Be Filed By Settlement Class Counsel	No later than fourteen (14) days before the Final Approval Hearing
Final Approval Hearing	Before the Court on <b>October 6, 2026</b> , at <b>9:00 a.m.</b>

**IT IS SO ORDERED.**

*This is not a final order and does not close this case.*

5-26-26  
Dated

  
Hon. Timothy C. Wrathell  
A24452

**STIPULATED AS TO FORM: \*Signatures are located on the next page\***

FILED  
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2026 MAY 26 P 2:34

Dated: May 26, 2026

/s/ Gregory A. Mitchell

E. Powell Miller (P39487)  
Gregory A. Mitchell (P68723)  
**THE MILLER LAW FIRM P.C.**  
950 West University Drive, Suite 300  
Rochester, Michigan 48307  
Telephone: (248) 609-3733  
epm@millerlawpc.com  
gam@millerlawpc.com

***Liaison Counsel for Plaintiffs***

Casondra Turner (*pro hac vice*)  
**MILBERG, PLLC**  
260 Peachtree Street NW, Suite 2200  
Atlanta, GA 30303  
Telephone: (866) 252-0878  
Fax: (771) 772-3086  
cturner@milberg.com

Raina Borrelli (*pro hac vice*)  
**STRAUSS BORRELLI, PLLC**  
980 N. Michigan Avenue, Suite 1610  
Chicago, Illinois 60611  
Telephone: 872.263.1100  
raina@straussborrelli.com

***Counsel for Plaintiffs***

Respectfully submitted,

/s/ Tara G. Nalencz (with consent)

Jill H. Fertel  
Tara G. Nalencz  
**CIPRIANI & WERNER PC**  
450 Sentry Parkway, Suite 200  
Bluebell, PA 19422  
(610) 567-0700  
jfertel@c-wlaw.com  
tnalencz@c-wlaw.com

Eric P. Conn  
**FAHEY SCHULTZ BURZYCH RHODES**  
4151 Okemos Rd.  
Okemos, MI 48864  
Tel: (517) 381-0100  
Fax: (517) 381-5051  
econn@fsbriaw.com

***Counsel for Defendant***

**CERTIFICATE OF SERVICE**

I hereby certify that on May 26, 2026, I electronically filed the foregoing with the clerk of the court via the court's electronic filing system. Further, a copy has been sent to Defense Counsel via their electronic mailing addresses of record below:

Eric P. Conn: econn@fsbrlaw.com  
Mitchell F. Zolton: mzolton@fsbrlaw.com  
Addison O. Szymanski: aszymanski@fsbrlaw.com  
Jill H. Fertel: jfertel@c-law.com

*/s/ Gregory A. Mitchell*  
Gregory A. Mitchell (P68723)

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2026 MAY 26 P 2:34