

**STATE OF MICHIGAN
7th JUDICIAL CIRCUIT COURT
GENESEE COUNTY**

Cindy Womack-Devereaux, Sue Ranney,
Cheryl Drugich, Kayle Gries, Janise
Norwood, Melissa Porter, Jamie McSkulin,
Tamyra Ejuan Wells, Ashley Beasley, Kyle
Turri, and Janie Montgomery, individually
and on behalf of those similarly situated,

Plaintiff,

v.

McLaren Health Care Corporation,

Defendant.

Case No. 24-121459

Hon. B. Chris Christenson

CONSOLIDATED CLASS ACTION
JURY TRIAL DEMANDED

**STIPULATED ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

E. Powell Miller (P39487)
Emily E. Hughes (P68724)
THE MILLER LAW FIRM
950 W. University Drive, Suite 300
Rochester, MI 48307
T: (248) 841-2200
epm@millerlawpc.com
eeh@millerlawpc.com

Gary M. Klinger*
MILBERG, PLLC
227 W. Monroe Street, Suite 2100
Chicago, IL 60606
T: (866) 252-0878
gklinger@milberg.com

Benjamin F. Johns*
Samantha E. Holbrook*
SHUB JOHNS & HOLBROOK LLP
Four Tower Bridge
200 Barr Harbor Drive, Suite 400
Conshohocken, PA 19428
T: (610) 477-8380
bjohns@shublawyers.com
sholbrook@shublawyers.com

Interim Co-Lead Counsel

Timothy J. Lowe (P68669)
McDONALD HOPKINS PLC
39533 Woodward Ave., Ste. 318
Bloomfield Hills, MI 48304
T: (248) 220-1359
tlowe@mcdonaldhopkins.com

Christopher G. Dean (*pro hac vice*)
McDONALD HOPKINS LLC
600 Superior Ave. E., Ste. 2100
Cleveland, OH 44114
T: (216) 430-2045
cdean@mcdonaldhopkins.com

J. Brian MacDonald (P25887)
R. Paul Vance (P68894)
CLINE, CLINE & GRIFFIN, P.C.
503 South Saginaw Street, Ste. 1000
Flint, MI 48502
(810) 232-3141
bmacdonald@ccglawyers.com
pvance@ccglawyers.com

*Counsel for Defendant McLaren Health Care
Corporation*

Samuel J. Strauss*
Raina Borelli (*pro hac vice*)
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, IL 60611
(872) 263-1100
sam@straussborrelli.com
raina@straussborrelli.com

Additional Plaintiffs' Counsel

**Pro Hac Vice Application Forthcoming*

**STIPULATED ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

At a session of said Court, held in the City of Flint,
County of Genesee, State of Michigan on:

Date: December 15, 2025
B. CHRIS CHRISTENSON

Present: P-61009
Hon. B. Chris Christenson

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. The Court has carefully reviewed the record, including the motion, supporting brief, and the Settlement Agreement and Release and its attached exhibits ("Settlement").

WHEREAS, Plaintiffs Cheryl Drugich, Janise Norwood, Melissa Porter, Jamie McSkulin, Tamyra Ejuan Wells, Ashley Beasley, Kyle Turri, Cindy Womack, Sue Ranney, Kayle Gries, and Janie Montgomery, on behalf of themselves and a proposed Settlement Class, and Defendant McLaren Healthcare Corporation ("McLaren") have agreed, subject to Court approval, to settle the Action upon the terms and conditions in the Settlement;

NOW, THEREFORE, based on the Settlement, and the files, records, and proceedings in this case, and it appearing to the Court that a Final Approval Hearing should be held on whether the proposed Settlement should be finally approved as fair, reasonable, and adequate;

IT IS HEREBY ORDERED that the Motion is GRANTED as follows:

1. **Incorporation of Defined Terms.** The Settlement (including Exhibits) is incorporated by reference in this Order, and all terms that the Settlement defines have the same meaning in this Order.

2. **Background.** This case arises from two Data Breaches experienced by McLaren, first between July 28, 2023 and August 23, 2023 (the “2023 Breach”) and then subsequently between July 17, 2024 and August 3, 2024 (the “2024 Breach”, collectively, the “Data Breaches”). During the Data Breaches, unauthorized third parties gained access to a McLaren computer system and deployed ransomware. The Data Breaches impacted approximately 2,800,000 individuals, of which a substantial majority are current and former patients. The compromised data may have included names, Social Security numbers, health insurance information, birthdates, and medical information (including diagnosis, physician information, “prescription/medication information,” and “diagnostic and treatment information”). A number of cases were filed in federal court following the 2023 Data Breach. Following the 2024 Data Breach, additional cases were filed in this Court and were later consolidated under this case name and number – on November 1, 2024, this Court appointed the Miller Law Firm, P.C., Milberg Coleman Bryson Phillips Grossman PLLC, and Shub Johns & Holbrook LLP as co-lead counsel and stayed this case pending mediation. Throughout the litigation of the cases concerning the Data Breaches, the Parties engaged in discussions regarding private mediation in an effort to resolve both Data Breaches.

3. **Mediation.** On September 11, 2025, the Parties engaged in a mediation before Bennett G. Picker of Stradley Ronon LLP. Following the mediation, upon consideration of a mediator’s proposal, the Parties reached an agreement to settle this matter in principle. Thereafter, the Parties were able to finalize all the terms of the Settlement Agreement and related documents.

4. **Settlement Benefits and the Settlement Fund.** The Settlement negotiated on behalf of the Class provides for a \$14,000,000 non-reversionary Settlement Fund that will be funded by or on behalf of McLaren. The Settlement Fund will be used to pay for all Claims made by Class Members. Class Members may elect one year of Credit Monitoring and Identity Theft Protection and one or both of two types of Cash Payments – a Documented Loss Payment (up to \$5,000), and a pro rata Cash Payment. The Settlement Fund will also be used to pay for Administrative Expenses, taxes, and any Class Representative Service Awards and Fee Award and Costs. In addition to the monetary Settlement Benefits, McLaren has agreed to continue to make changes and enhancements to its data and information security posture, at its expense and separate from the Settlement Fund, which are designed to strengthen McLaren's data and information security.

5. **Preliminary Approval of Settlement.** The Court preliminarily approves the Settlement as within the range of possible final approval, and as meriting submission to the Settlement Class for its consideration. The proposed terms of agreement in the Settlement are within the range of fairness, reasonableness, and adequacy under the circumstances to warrant providing Notice to the Settlement Class. The Settlement is the product of arm's-length negotiations between the Parties and their counsel, and was agreed upon through the use of a neutral. The Parties and their counsel had sufficient information to evaluate the strengths and weaknesses of the Action and to conduct informed settlement discussions. Neither the Settlement nor its terms and provisions – nor any negotiations or proceedings connected with it – shall be construed as an admission or concession by the Released Parties of the truth of any allegations in the Action or of any liability, fault, or wrongdoing of any kind whatsoever by the Released Persons.

6. **Jurisdiction.** This Court has jurisdiction over the Action and all Parties, including

Plaintiffs and all potential Settlement Class Members.

7. **Certification of Settlement Class.** Solely for the purposes of Settlement, the Court conditionally certifies the following class.

8. **Class Definition.** For settlement purposes only, the Court conditionally certifies the following Settlement Class under MCR 3.501:

All persons in the United States whose Personally Identifying Information and/or Protected Health Information was compromised in the 2023 Data Breach or 2024 Data Breach, including all who were sent notice of either of the Data Breaches.

Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Actions and members of their immediate families and their staff; (2) McLaren, its subsidiaries, parent companies, successors, predecessors, and any entity in which McLaren or its parent companies, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; (4) the successors or assigns of any such excluded natural person; and (5) Plaintiffs' counsel.

9. **Numerosity.** Under MCR 3.501(A)(1)(a), for settlement purposes, the potential Settlement Class Members are so numerous that joinder of all members is impracticable.

10. **Commonality.** Under MCR 3.501(A)(1)(b), for settlement purposes, there are questions of law or fact common to the potential Settlement Class Members that predominate over questions affecting only individual members.

11. **Typicality.** Under MCR 3.501(A)(1)(c), for settlement purposes, the claims of Plaintiffs are typical of the claims of the Settlement Class.

12. **Adequacy.** Under MCR 3.501(A)(1)(d), for settlement purposes, Plaintiffs and Class Counsel appointed below will fairly and adequately assert and protect the interests of the Settlement Class.

13. **Superiority.** Under MCR 3.501(A)(1)(e) and MCR 3.501(A)(2), for settlement purposes, the maintenance of this action as a class action will be superior to other available methods of adjudication in promoting the convenient administration of justice.

14. **Class Representatives.** The Court preliminarily appoints Plaintiffs Cheryl Drugich, Janise Norwood, Melissa Porter, Jamie McSkulin, Tamara Ejuan Wells, Ashley Beasley, Kyle Turri, Cindy Womack, Sue Ranney, Kayle Gries, and Janie Montgomery for settlement purposes only, as representatives of the Settlement Class.

15. **Class Counsel.** The following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: E. Powell Miller of The Miller Law Firm, P.C., Benjamin F. Johns of Shub Johns & Holbrook LLP, and Gary M. Klinger of Milberg, PLLC.

16. **Notices and Claim Forms.** The Court approves, as to form and content, Notices substantially in the form as that attached to the Settlement as Exhibits B and C, as well as the Claim Form substantially in the form attached to the Settlement as Exhibit A. The Parties have discretion to jointly make non-material minor revisions to the Notices and Claim Form before dissemination.

17. **Notice Program.** The Court finds the Notice Program specified in the Settlement is reasonably calculated to give notice to the Settlement Class of: (a) the pendency of the Action; (b) conditional certification of the Settlement Class; (c) the existence and terms of the Settlement; (d) potential Settlement Class Members' rights to make Claims, opt out of the Settlement, or object to the Settlement; and (e) the matters to be decided at the Final Approval Hearing. This Notice Program also satisfies the due process requirements of the Michigan and United States Constitutions, as well as the requirements of MCR 3.501(C). The Parties and Settlement Administrator shall comply with this Notice Program, including its procedures for Notices returned

as undelivered.

18. **Claim Deadline.** As described in the Settlement, to be timely, the Claim Form must be postmarked by or submitted electronically by 11:59 pm EST on the Claim Deadline. The Claim Deadline shall be set as ninety (90) days after the Notice Date, after which the Settlement Administrator shall deactivate the portal for submitting an Electronic Claim Form on the Settlement Website.

19. **Settlement Administrator.** The Court approves, and designates as Settlement Administrator, Angeion Group LLC. Proposed Class Counsel and McLaren's Counsel may by written agreement substitute a different organization as Settlement Administrator, subject to approval by the Court. Absent agreement, either Proposed Class Counsel or McLaren's Counsel may move the Court to substitute a different entity as Settlement Administrator, upon a showing of good cause. The Settlement Administrator must perform all obligations imposed by the Settlement, including:

- a. Sending the Notice to the Settlement Class Members, in the manner specified in the Notice Program;
- b. Processing opt-out requests and objections to the Settlement;
- c. Implementing the claim process, in the manner specified in the Settlement;
- d. The creation of a Settlement Website that shall contain: the Settlement; the Notice; the ability to file Claim Forms online; the signed Preliminary Approval Order; and answers to frequently asked questions. The Settlement Administrator must add to the Settlement Website all other material settlement-related filings, including the Motion for Final Approval and the Application for Fees and Costs and Service Awards. The Settlement Website shall remain accessible until one hundred

and eighty (180) days after any and all initial payments for which a Settlement Class Member elected to be paid by check have been issued.

e. Additionally, the Settlement Website shall have a portal permitting a potential Settlement Class Member to access, electronically sign, and submit the Claim Form, and a method to request that a blank paper Claim Form be mailed or emailed to the potential Settlement Class Member.

f. The Settlement Administrator shall also maintain a post office box for receiving paper Claim Forms, opt-out requests, objections, and any other settlement-related communications. The Settlement Administrator shall promptly provide copies of all such settlement-related communications to Class Counsel and Counsel for McLaren.

20. **Final Approval Hearing.** A Final Approval Hearing shall be held before this Court at April 21, 2026, at 10:00am. The Final Approval Hearing shall be held either at the 7th Judicial Circuit Court, Genesee County, 900 Saginaw Street, Flint, Michigan 48502 or via zoom. Class Members shall be directed to check the Settlement Website to confirm the time and manner of the Hearing. The Final Approval Hearing will address whether to enter a Final Approval Order that: (a) finally certifies the Settlement Class for settlement purposes only; (b) finds the Court has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve the Settlement; (c) finally approves the Settlement and directs the Parties and counsel to comply with and consummate the terms of the Settlement; (d) finds Class Counsel and Plaintiffs adequately represented the Settlement Class; (e) finds the terms of the Settlement are fair, reasonable, and adequate to the Class Members; (f) finds that the Notice sent to the Class Members complied with MCR 3.501(C) and the requirements of Due Process; (g) finds the Opt-Out List is a complete list

of all potential Class Members who have timely requested to opt-out of the Settlement and, accordingly, neither share in nor are bound by the Settlement; (h) provides that Plaintiffs and all Class Members, and their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, attorneys, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a valid Claim Form, and regardless of whether they have received actual notice of the Settlement, have conclusively compromised, settled, discharged, and released all Released Claims against McLaren and the other Released Persons, and are bound by the provisions of the Settlement; (i) dismisses all claims in the Action on the merits and with prejudice, and without attorneys' fees or costs except as provided herein, and entering Final Judgment thereon; and (j) determines the amounts of the Fee Award and Costs to Class Counsel and the Service Awards to Plaintiffs.

21. **Filing of Claims.** Valid and completed Claim Forms must be submitted by the Claims Deadline, which is ninety (90) days after the Notice Date. Any errors or other deficiencies identified with completed Claim Forms shall be addressed in the manner specified in the Settlement.

22. **Exclusion/Opt-Out Requests.**

a. Any potential Class Member who wishes to be excluded, meaning opt-out, from the Settlement Class and thus not bound by the terms of the Settlement must submit a Request for Exclusion. To exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, which must include: (1) his/her name, current address, telephone number, and unique ID; (2) a signature; (3) the name and number of the case; and (4) a statement that he or she wishes to be

excluded from the Settlement Class for purposes of this Settlement.

b. A Request for Exclusion that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the person serving such a request shall be a member of the Settlement Class and shall be bound as a Class Member by this Settlement, if approved.

c. Any Class Member who validly elects to be excluded from this Settlement shall not: (i) be bound by any orders or final judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement; or (iv) be entitled to object to any aspect of this Settlement.

d. The Request for Exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed.

e. To be valid, a Request for Exclusion must be postmarked or received by the date specified in the Notice, which is forty-five (45) days after the Notice Date.

f. Any Class Member who does not, using the procedures set forth in this Settlement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Settlement, but will otherwise be bound by all of the terms of this Settlement, including the terms of the final judgment to be entered in the Action and the releases provided for in the Settlement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

g. No later than fourteen (14) days before the date set for the Final Approval Hearing, Class Counsel shall cause to be submitted an affidavit or declaration of the Settlement Administrator to the Court, which includes the opt-out list and attests to the accuracy of that list.

23. Objections.

a. Any Settlement Class Member who does not submit a valid and timely Request for Exclusion may submit an objection to the Settlement, the application for Fee Award and Costs, and/or the application for Service Awards.

b. Any Settlement Class Member who intends to object to this Settlement must present the objection in writing, which must be personally signed by the objector, and must clearly (i) identify the case name and number; (ii) state the Class Member's full name, current mailing address, and telephone number; (iii) contain a statement by the Class Member that they believe themselves to be a member of the Settlement Class; (iv) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Breaches, or a Class Member Identification Number); (v) identify the specific factual and legal grounds for the objection; (vi) identify whether the objection is an objection to the Settlement in part or in whole; (vii) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (viii) identify all counsel representing the Class Member (the "Objecting Attorneys"), if any; (ix) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past 5 years; (x) include all documents or writings that the Class Member desires the Court to consider; (xi) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (xii) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative.

c. If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any

modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

d. All objections must be submitted to the Settlement Administrator, Class Counsel and McLaren's Counsel identified below, and to the Court either by mailing them to: 7th Judicial Circuit Court, Genesee County, 900 Saginaw Street, Flint, Michigan 48502, or by filing them in person at the Courthouse. To be valid, an objection must be postmarked or received by the date specified in the Notice, which is forty-five (45) days after the Notice Date. Any Class Member who does not make their objections in the manner and by the date set forth in this paragraph shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

e. Any challenge to the Settlement Agreement or the Final Order shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

24. **Final Approval and Application for Fee Award and Costs and Service Awards.** Plaintiffs shall file their Motion for Final Approval of Class Action Settlement no later than fourteen (14) days before the date set for the Final Approval Hearing. Plaintiffs shall file their Motion for Fee Award and Costs and Service Awards no later than fourteen (14) days before the Opt-Out and Objection Deadline. The aforementioned motions, and supporting documentation, shall be simultaneously posted to the Settlement Website. Defendant has no obligation to make a separate filing in support of the Motion for Final Approval, but may do so if desired.

25. **Effect of Failure to Obtain Final Approval.** If the proposed Settlement is not finally approved by the Court, the Settlement does not become effective, or if the Settlement becomes null and void or terminates pursuant to its terms, this Order and all later orders entered in connection with the Settlement shall become null and void and shall not be used or referred to

for any purposes whatsoever in the Action or in any other case or controversy. In this event, the Settlement and all negotiations and proceedings related to it shall be deemed to be without prejudice to the rights of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement.

26. **Defenses.** McLaren maintains all defenses to class certification and this Order shall not be used as evidence or be construed as relevant to whether litigation classes, including any previously certified classes, should have been certified for class treatment.

27. **Class Representatives' Limitations.** The Class Representatives, also Class Members, and any persons purporting to act on their behalf, are preliminarily enjoined from commencing, prosecuting, or continuing to litigate any action asserting against any of the Released Persons any of the claims made in the Action or the Released Claims, either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any court, agency, or other authority or forum wherever located.

28. **Proceedings in this Action.** Further proceedings in the Action are stayed, except that the Parties are authorized to use all reasonable procedures in connection with the administration of the proposed Settlement that are not materially inconsistent with either this Order or the terms of the Settlement.

29. **Settlement Deadlines.** The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to potential Class Members. The Final Approval Hearing may, from time to time and without further notice to the Class Members, be continued by Order of the Court. However, any continuance by the Court will be promptly noted on the Settlement Website.

30. **Minor Settlement Modifications.** The Parties are authorized, without further

approval from the Court, to agree to adopt minor amendments and modifications of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

31. **Maintaining Jurisdiction.** The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

32. **Deadlines and Events.** Based on the foregoing, the Court sets the following schedule of actions which must precede the Final Approval Hearing:

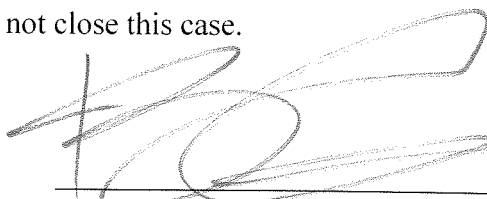
EVENT	DATE
Defendant to provide contact information for Settlement Class Members	Within 14 days after entry of the Preliminary Approval Order
Notice Date	The later of January 12, 2026, and 45 days after entry of the Preliminary Approval Order
Motion for Final Approval	No later than 14 days prior to the Final Approval Hearing
Motion for Fee Award and Costs and Service Awards	No later than 14 days prior to the Opt-Out and Objection Deadline
Opt-Out and Objection Deadline	45 days after Notice Date
Claims Deadline	90 days after the Notice Date
Parties to Respond to Objections	No later than 7 days before the date set for the Final Approval Hearing
Final Approval Hearing	(at a date to be set by the Court, no sooner than 90 days after the Notice Date)

SO ORDERED.

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

Dated:

12-15-25


HONORABLE B. CHRIS CHRISTENSON
CIRCUIT COURT JUDGE