

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Class Action Settlement Agreement and Release (the “Settlement Agreement”), dated December 1, 2025, is made and entered into by and among the Class Representatives, for themselves individually and on behalf of the Settlement Class, and McLaren Health Care Corporation (“McLaren” or “Defendant”). This Settlement Agreement fully and finally resolves and settles all of Plaintiffs’ and the Settlement Class’s Released Claims, subject to the terms and conditions hereof, and subject to the Court’s approval.

### **RECITALS**

**WHEREAS**, Plaintiffs allege that on two different occasions – first between July 28, 2023 and August 23, 2023 (the “2023 Data Breach”), and then between July 17, 2024 and August 3, 2024 (the “2024 Data Breach”) – unauthorized third parties gained access to Class Members’ Private Information that was stored at McLaren (collectively, the “Data Breaches”).

**WHEREAS**, after McLaren’s announcement of the initial 2023 Data Breach, at least eight class action lawsuits were filed and subsequently consolidated before Judge Matthew Leitman in the United States District Court for the Eastern District of Michigan under Case No. 23-cv-12520 (the “Federal Court Action”). On April 2, 2024, Judge Leitman issued an order appointing the Miller Law Firm, Milberg Coleman Bryson Phillips Grossman PLLC, and Shub Johns & Holbrook LLP as interim co-lead counsel for the Plaintiffs pursuant to Fed. R. Civ. P. 23(g). Plaintiffs then filed a Master Consolidated Class Action Complaint on May 1, 2024.

**WHEREAS**, after the 2024 Data Breach, plaintiffs in the Federal Court Action amended their complaint to add claims related to the 2024 Data Incident, and also plaintiffs Cindy Womack-Devereaux, Sue Ranney, and Kayle Gries filed two class action complaints that were consolidated before Judge Christenson in the State of Michigan, 7th Judicial Circuit, Genesee County Court under Case No. 24-121459 (the “State Court Action”). On November 1, 2024, Judge Christenson issued an order appointing Miller Law Firm, Milberg Coleman Bryson Phillips Grossman PLLC, and Shub Johns & Holbrook LLP as interim co-lead counsel in the State Court Action.

**WHEREAS**, after considerable meet and confer efforts, and while simultaneously exchanging letters concerning McLaren’s challenges to Plaintiffs’ Master Consolidated Class Action Complaint in the Federal Court Action, the Parties agreed to mediate claims in both the Federal and State Court Actions (collectively, the “Actions”) relating to the Data Breaches.

**WHEREAS**, in preparation for the mediation, the Parties requested and exchanged certain information related to the Federal Court Action and the State Court Action. The Parties also prepared for mediation by laying out their respective positions on the litigation, including with respect to the merits, class certification and settlement, in detailed mediation statements.

**WHEREAS**, in the months and weeks prior to the mediation, the Parties maintained an open dialogue concerning the contours of a potential agreement to begin settlement negotiations. Plaintiffs provided a settlement demand to McLaren which the Parties used as the starting point for negotiations.

**WHEREAS**, on September 11, 2025, the Parties engaged in a mediation session before Bennett G. Picker, Esquire of Stradley Ronon LLP. The parties were unable to reach agreement following a full-day mediation session, which concluded with Mr. Picker making a mediator's proposal. On September 17, 2025, Mr. Picker reported that both sides had accepted the proposal. Thereafter, the Parties finalized the terms of this Settlement Agreement and related documents.

**WHEREAS**, as part of the agreement, and upon review and discussion of information regarding the makeup of the proposed class, the Parties have agreed to effectuate this resolution of both Data Breaches in the State Court Action (*Cindy Womack-Devereaux, et al. v. McLaren Health Care Corp.*, No. 24-121459 (Genesee Cnty. Cir. Ct.)), given the relative number of in-state Class Members. The Parties have further agreed that that Plaintiffs will voluntarily dismiss the federal court action once the Settlement receives final approval in the state court action.

**WHEREAS**, pursuant to the terms set forth below, this Agreement resolves all actual and potential claims, actions, and proceedings related to the Data Breaches that were brought or could have been brought, as set forth more fully in the release contained herein, by Plaintiffs and on behalf of members of the Settlement Class defined herein, but excludes the claims of all Class Members who opt out from the Settlement Class pursuant to the terms and conditions herein.

**WHEREAS**, McLaren denies all allegations made in the Actions and denies any liability associated with the Data Breaches;

**WHEREAS**, Class Counsel, on behalf of Plaintiffs and the Settlement Class, have thoroughly examined the law and facts relating to the matters at issue in the Actions, Plaintiffs' claims, and McLaren's potential defenses, including conducting an independent investigation, retaining a consulting forensic expert, performing confirmatory discovery, conferring with McLaren's Counsel through the settlement negotiation process, as well as conducting an assessment of the merits of expected arguments and defenses throughout the litigation, including on a motion for class certification. Based on a thorough analysis of the facts and the law applicable to Plaintiffs' claims in the Actions, and taking into account the burden, expense, and delay of continued litigation, including the risks and uncertainties associated with litigating class certification and other defenses McLaren may assert, a protracted trial and appeal(s), as well as the opportunity for a fair, cost-effective, and assured method of resolving the claims of the Settlement Class, Plaintiffs and Class Counsel believe that resolution set forth herein is an appropriate and reasonable means of ensuring that the Class is afforded important benefits expediently. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and the risk of continued litigation, as well as the difficulties and delays inherent in such litigation.

**WHEREAS**, Plaintiffs and Class Counsel believe that the terms set forth in this Settlement Agreement confer substantial benefits upon the Plaintiffs and the Settlement Class and have determined that they are fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class.

**WHEREAS**, McLaren has similarly concluded that this Agreement is desirable in order to avoid the time, risk, inconvenience, distraction, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class.

**WHEREAS**, this Agreement, whether or not consummated, and any actions or proceedings taken pursuant to this Agreement, are for settlement purposes only. McLaren specifically denies any and all wrongdoing. The existence of, terms in, and any action taken under or in connection with this Agreement shall not constitute, be construed as, or be admissible in evidence as, any admission by McLaren of (i) the validity of any claim, defense, or fact asserted in the Actions or any other pending or future action, or (ii) any wrongdoing, fault, violation of law, or liability of any kind on the part of the Parties.

**WHEREAS**, the foregoing Recitals are true and correct and are hereby fully incorporated in, and made a part of, this Agreement.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties do hereby mutually agree, as follows:

## 1. DEFINITIONS

As used in this Agreement, the following terms shall be defined as follows:

- 1.1 “Actions” collectively mean the consolidated class action litigation captioned *Cheryl Drugich, et al. v. McLaren Health Care Corporation*, Case No. 23-cv-12520, filed on October 5, 2023 in United States District Court for the Eastern District of Michigan, pending before the Honorable Matthew F. Leitman, and the consolidated class action litigation captioned *Cindy Womack-Devereaux, et al. v. McLaren Health Care Corporation*, Case No. 24-121459, filed on August 26, 2024 in the 7th Judicial Circuit, Genesee County, Michigan pending before the Honorable B. Chris Christenson.
- 1.2 “Administrative Expenses” means all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement, including, without limitation, all expenses and costs associated with claims administration, the Notice Plan, and providing Notice to the Settlement Class. Administrative Expenses also include all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.
- 1.3 “Agreement” or “Settlement Agreement” means this Class Action Settlement Agreement and Release. The terms of the Settlement Agreement are set forth herein including the exhibits hereto.
- 1.4 “Approved Claim(s)” means a claim as evidenced by a Claim Form submitted by a Class Member that (i) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (ii) is physically signed or electronically verified by the Class Member; (iii) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (iv) has been approved by the Settlement Administrator.

- 1.5 “Business Days” means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the federal government.
- 1.6 “Claimant” means a Class Member who submits a Claim Form for a Settlement Payment.
- 1.7 “Claim Form” means the form attached hereto as **Exhibit A**, as approved by the Court. The Claim Form must be submitted physically (via U.S. Mail) or electronically (via the Settlement Website) by Class Members who wish to file a claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Class Member who so requests.
- 1.8 “Claims Deadline” means the date by which all Claim Forms must be received by the Settlement Administrator (or postmarked, if sent by mail) to be considered timely and shall end on the last day of the Claim Period. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Summary Notice(s), the Claim Form, and the Court’s order granting Preliminary Approval.
- 1.9 “Claims Period” means the period beginning on the Notice Date and ending 90 days thereafter.
- 1.10 “Class Counsel” means attorneys E. Powell Miller of The Miller Law Firm, P.C., Benjamin F. Johns of Shub Johns & Holbrook LLP, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC.
- 1.11 “Class Member” means a member of the Settlement Class.
- 1.12 “Class Member Identification Number” means a unique number assigned by the Settlement Administrator to all Class Members for whom McLaren has sufficient information to provide direct notification.
- 1.13 “Class Representatives” and “Plaintiffs” mean Cheryl Drugich, Janise Norwood, Melissa Porter, Jamie McSkulin, Tamara Ejuan Wells, Ashley Beasley, Kyle Turri, Cindy Womack-Devereaux, Sue Ranney, Kayle Gries, and Janie Montgomery.
- 1.14 “Court” means the 7th Judicial Circuit, Genesee County, Michigan.
- 1.15 “Data Breaches” collectively means the “2023 Data Breach,” which refers to the alleged unauthorized data incident and access that occurred at McLaren between July 28, 2023 and August 23, 2023, and the “2024 Data Breach” which refers to the alleged unauthorized data incident and access that occurred at McLaren between July 17, 2024 and August 3, 2024.
- 1.16 “Documented Loss” refers to monetary losses incurred by a Class Member and supported by Reasonable Documentation for attempting to remedy or remedying issues that are more likely than not a result of the Data Breaches, as further

described in Section 3.3(a) below. Documented Losses must be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to the Data Breaches, and incurred on or after July 28, 2023.

- 1.17 “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Section 10.1 below.
- 1.18 “Entity” means any person, corporation, partnership, limited liability company, association, trust, agency, or other organization of any type.
- 1.19 “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of reasonable litigation costs and expenses awarded by the Court to Class Counsel, to be paid from the Settlement Fund.
- 1.20 “Final Approval Order” means the proposed order attached hereto as **Exhibit E**, which includes language indicating that this order resolves the last pending claim and closes the case.
- 1.21 “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement.
- 1.22 “Long Form Notice” means the long form notice of settlement substantially in the form attached hereto as **Exhibit C**.
- 1.23 “McLaren” or “Defendant” means Defendant McLaren Health Care Corporation.
- 1.24 “McLaren’s Counsel,” “Defendant’s Counsel,” or other references to counsel for McLaren means attorney Timothy J. Lowe and Christopher G. Dean of McDonald Hopkins PLC.
- 1.25 “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) valid claims for CMITP services, (iii) Service Awards approved by the Court, (iv) any amounts approved by the Court for the Fee Award and Costs, and (v) applicable taxes, if any.
- 1.26 “Notice” means notice of the proposed class action settlement to be provided to Class Members pursuant to the Notice Plan approved by the Court in connection with preliminary approval of the Settlement. The Notice shall consist of the Summary Notice (to be sent to Class Members by email, if available, and/or postcard), the Long Form Notice, the Settlement Website, and the toll-free telephone line.
- 1.27 “Notice Date” means the date upon which Notice is initially disseminated to the Settlement Class by the Settlement Administrator, which shall be the later of January 12, 2026, and 45 days after entry of the Preliminary Approval Order.

1.28 “Notice Plan” means the settlement notice program, as approved by the Court, developed by the Settlement Administrator and described in this Agreement for disseminating Notice to the Class Members of the terms of this Agreement and the Final Approval Hearing.

1.29 “Objection Deadline” means the date by which Class Members must file and postmark required copies of any written objections, which shall be 45 days following the Notice Date.

1.30 “Opt-Out Period” means the period in which a Class Member may submit a Request for Exclusion, pursuant to the terms and conditions herein, which shall expire 45 days following the Notice Date. The deadline for filing a Request for Exclusion shall be clearly set forth in the Long Form Notice, the Summary Notice(s), and the Court’s order granting Preliminary Approval.

1.31 “Parties” means the Plaintiffs and Defendant McLaren.

1.32 “Preliminary Approval Order” means an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), permits Notice to be disseminated to the proposed Settlement Class, establishes a procedure for Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval order attached hereto as **Exhibit D**.

1.33 “Private Information” means any combination of an individual’s confidential Personally Identifying Information and/or Protected Health Information.

1.34 “Reasonable Documentation” means documentation, not self-prepared, supporting a claim for Documented Loss(es) including, but not limited to, credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Class Member must provide independent supporting documentation.

1.35 “Released Claims” means any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive, special or exemplary damages, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined herein), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted by or on behalf of the Settlement Class in the Actions related to or arising from either or both of the Data Breaches, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source.

1.36 “Released Parties” means McLaren and its respective current or former predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates,

departments, and any and all of its past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing. Each of the Released Parties may be referred to individually as a “Released Party.”

1.37 “Request for Exclusion” is the written communication by a Class Member in which he or she requests to be excluded or opt out from the Settlement Class pursuant to the terms of the Agreement.

1.38 “Service Awards” means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this litigation, as set forth in Section 8 below.

1.39 “Settlement” means this settlement of the Actions by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

1.40 “Settlement Administrator” means Angeion Group LLC, the third-party class action settlement administrator agreed to by the Parties subject to the approval of the Court. Under the supervision of Class Counsel, the Settlement Administrator shall oversee and implement the Notice Plan and receive any requests for exclusion from the Class. Class Counsel and McLaren’s Counsel may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

1.41 “Settlement Benefit(s)” means any Settlement Payments—including the Documented Loss Payments, Cash Fund Payments, and CMITP—and the prospective relief set forth in Sections 2 and 3 herein, and any other benefits Class Members receive pursuant to this Agreement, including non-monetary benefits and relief.

1.42 “Settlement Class” and “Class” means 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: (i) the Judges presiding over the Actions and members of their immediate families and their staff; (ii) McLaren, its subsidiaries, parent companies, successors, predecessors, and any entity in which McLaren or its parents, have a controlling interest, and its current or former officers and directors; (iii) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; (iv) the successors or assigns of any such excluded natural person; and (v) Plaintiffs’ counsel.

1.43 “Settlement Fund” means the sum of Fourteen Million Dollars and No Cents (\$14,000,000.00), to be paid by McLaren and/or its insurers, as specified in Section 3.1 of this Agreement.

1.44 “Settlement Payment” means any payment to be made to any Class Member on Approved Claims pursuant to Section 3 herein.

1.45 “Settlement Website” means the internet website to be created and published by the Notice Date, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms, and provides access to relevant case documents including the Notice, information about the submission of Claim Forms, and other relevant documents, including downloadable Claim Forms.

1.46 “Summary Notice(s)” means the summary notice, to be sent by email and/or postcard, of the proposed Settlement, substantially in the form attached hereto as **Exhibit B**.

1.47 “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund. All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Agreement (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 this Agreement (“Tax Expenses”)), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, an Administration Expense and shall be timely paid by the Settlement Administrator, out of the Settlement Fund, without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation § 1.468B-2(l)(2)). The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement. For the purpose of Section 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the Settlement Administrator shall be the “administrator.” The Settlement Administrator shall timely and properly file or cause to be filed all informational and other tax returns necessary or advisable with respect to the Settlement Fund and the Escrow Account (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this Section and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Agreement.

1.48 “Unknown Claims” means any and all Released Claims that McLaren or any Class Representative or Class Member does not know or suspect to exist in his, her, or its favor as of the Effective Date and which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to the Settlement. Class Representatives and Class Counsel acknowledge, and each Class Member 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 was a key element of the Settlement Agreement.

## **2. SECURITY COMMITMENTS; PROSPECTIVE RELIEF**

- 2.1 In addition to the Settlement Fund, McLaren has made changes and enhancements to its data and information security posture, at its sole expense, which are designed to strengthen McLaren’s data and information security. Due to their sensitive nature, these security changes and enhancements are not disclosed in this Agreement but are being shared confidentially with Class Counsel and can be submitted to the Court for *in camera* review upon request.
- 2.2 McLaren agrees to implement these measures for a period of at least two years from the Effective Date. The Parties agree this is a material term of this Agreement.
- 2.3 McLaren will, upon request, provide Class Counsel with sufficient information to confirm that each of these measures has been or will be implemented.

## **3. SETTLEMENT FUND / MONETARY PAYMENT / BENEFITS DETAILS**

- 3.1 The Settlement Fund: No less than thirty (30) days after receiving (i) the Settlement Administrator’s completed W-9 form and (ii) entry of the Preliminary Approval Order, which shall include an order establishing the Settlement Fund pursuant to Treasury Regulation § 1.468B-1(c)(1), and at least five (5) days before the Notice Date, McLaren agrees to make or cause to be made a payment in the amount of One Million Fifty Thousand Dollars and No Cents (\$1,050,000.00) to a bank account designated by the Settlement Administrator in order to cover the Settlement Administrator’s costs of providing initial Notice to the Escrow Account establishing the Settlement Fund. Within five (5) Business Days of the Effective Date, McLaren shall cause to be deposited the balance of the Settlement Fund into the same account. That account will be an interest-bearing bank escrow account established and administered by the Settlement Administrator (the “Escrow Account”).
- 3.2 The Escrow Account: The Escrow Account shall be held in a Qualified Settlement Fund (defined below) in interest-bearing bank account deposits with commercial banks with excess capital exceeding One Billion United States Dollars and Zero Cents (\$1,000,000,000.00), with a rating of “A” or higher by S&P and in an account that is fully insured by the United States Government or the FDIC. The Settlement Fund will be used to pay Approved Claims, Administrative Expenses (to be agreed upon by both parties), and any Fee Award and Costs and Service Awards. For the

avoidance of doubt, and for purposes of this Settlement Agreement only, McLaren's liability shall not exceed the amount paid into the Settlement Fund.

- (a) All interest on the funds in the Escrow Account shall accrue to the benefit of the Settlement Class. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Settlement Administrator. The Administrator is responsible for the payment of all Taxes.
- (b) The funds in the Escrow Account shall be deemed a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 at all times after the creation of the Escrow Account. All Taxes shall be paid out of the Escrow Account. Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel shall have no liability or responsibility for any of the Taxes. The Escrow Account shall indemnify and hold Defendant, Defendant's Counsel, Plaintiffs, and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification). For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, the Settlement Administrator shall be designated as the "administrator" of the Settlement Fund. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in the previous Paragraph) shall be consistent with this Paragraph and in all events shall reflect that all taxes (including the Taxes, any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Settlement Administrator shall maintain control over the Settlement Fund and shall be responsible for all disbursements. The Settlement Administrator shall not disburse any portion of the Settlement Fund except as provided in this Agreement and only with the written agreement of Class Counsel and Defendant's Counsel or by order of the Court. All funds held by the Settlement Administrator shall be deemed and considered to be *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 this Agreement or further order of the Court.

3.3 Settlement Payments: Each Class Member may qualify and submit a claim for the following two cash Settlement Payments:

- (a) Documented Loss Payment. Class Members may submit a claim for a Settlement Payment of up to Five Thousand Dollars and No Cents (\$5,000.00) for reimbursement in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed

Documented Loss made under penalty of perjury; and (iii) Reasonable Documentation that demonstrates the Documented Loss to be reimbursed pursuant to the terms of the Settlement and that the loss is more likely than not related to one or both of the Data Breaches. If a Class Member does not submit Reasonable Documentation supporting a Documented Loss Payment claim, or if a Class Member's claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason, and the Class Member fails to cure his or her claim, the claim will be automatically placed into the Cash Fund Payment category below, rather than being denied outright; and

- (b) Cash Fund Payment. Class Members also may submit a claim to receive a pro rata Settlement Payment in cash (i.e., a "Cash Fund Payment"). The amount of the Cash Fund Payment will be calculated in accordance with Section 3.9 below.
- 3.4 Credit Monitoring and Identity Theft Protection. In addition to the Settlement Payments in Sections 3.3(a) and (b), Class Members may elect to receive Credit Monitoring and Identity Theft Protection ("CMITP"). The CMITP will include one year of one bureau medical identity theft monitoring services. The Settlement Administrator shall disseminate a unique code to activate the CMITP along with the Distribution of the Settlement Payment to those participating Class Members who elect CMITP, and the code may be activated for a period of up to 12 months. All costs associated with providing CMITP will be paid from the Settlement Fund.
- 3.5 Settlement Payment Methods. Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Agreement via various digital methods. In the event that Class Members do not exercise this option, they will receive their Settlement Payment via a physical check sent to them by U.S. Mail.
- 3.6 Deadline to File Claims. Claim Forms must be postmarked (if mailed) or electronically received (if filed on the Settlement Website) within 90 days after the Notice Date.
- 3.7 The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within a reasonable amount of time, the Settlement Administrator shall notify the Claimant of the deficiencies and notify the Claimant that he or she shall have 30 days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. The Settlement Administrator shall exercise reasonable discretion to determine whether the Claimant has cured the deficient claim. If the Claimant fails to cure the deficiency, the claim shall stand as denied, and the Class Member shall be so notified if practicable. If the Settlement Administrator determines a Claim for Documented Losses is insufficient or otherwise denied for lack of supporting documentation, and is not cured after a

reasonable opportunity to do so, the claim will be considered one for a Cash Fund Payment instead.

3.8 **Timing of Settlement Benefits.** Within 30 days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later, the Settlement Administrator shall cause funds to be distributed to each Class Member who is entitled to funds based on the selection made on their given Claim Form. CMITP will be made available on the same timeline.

3.9 **Distribution of Settlement Payments:** The Settlement is designed to exhaust the Settlement Fund. The Settlement Fund shall be used to make payments for the following: (i) Administrative Expenses, (ii) the cost of providing CMITP, (iii) any Fee Award and Costs, (iv) any Service Awards, and (v) taxes. The remaining amount is the Net Settlement Fund. The Settlement Administrator will first apply the Net Settlement Fund to pay Approved Claims for Documented Loss Payments. The amount of the Net Settlement Fund remaining after all Documented Loss Payments are applied shall be referred to as the “Post DL Net Settlement Fund.” The Settlement Administrator shall then utilize the Post DL Net Settlement Fund to make all Cash Fund Payments pursuant to Section 3.3(b). The amount of each Cash Fund Payment shall be calculated by dividing the Post DL Net Settlement Fund by the number of valid claims submitted for Cash Fund Payments.

In the event that the aggregate amount of all Documented Loss Payments exceeds 50% of the total amount of the Net Settlement Fund, then the value of the Documented Loss Payment to be paid to each Class Member shall be reduced, on a pro rata basis, such that the aggregate value of all Documented Loss Payments does not exceed 50% of the Net Settlement Fund. All such determinations shall be performed by the Settlement Administrator in consultation with Class Counsel and McLaren’s Counsel.

3.10 **Deadline to Deposit or Cash Physical Checks.** Class Members with Approved Claims who receive a Documented Loss Payment or a Cash Fund Payment, by physical check, shall have 90 days following distribution to deposit or cash their benefit check.

3.11 **Residual Funds.** The Settlement is designed to exhaust the Settlement Fund. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of all Settlement Payments to the Class Members, a subsequent Settlement Payment will be made evenly to all Class Members with approved claims for Cash Fund Payments who cashed or deposited the initial payment they received, provided that the average check amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Net Settlement Fund shall continue until the average check or digital payment in a distribution is less than three dollars (\$3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed in equal shares by mutual agreement of the Parties to one or more Court-approved non-profit recipients. Should it

become necessary to distribute any remaining amount of the Net Settlement Fund to Court-approved non-profit recipients, the Parties propose that the Michigan State Bar Foundation and the Michigan Healthcare Cybersecurity Council, Inc. receive such amounts in equal shares.

- 3.12 **Returned Payments.** For any Settlement Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make one additional effort to make any digital payments and engage in reasonable efforts to find a valid address (in the case of physical checks) and resend the Settlement Payment within 30 days after the physical check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make one attempt to repay or resend a Settlement Payment.
- 3.13 **Residue of Settlement Fund.** No portion of the Settlement Fund shall ever revert or be repaid to McLaren after the Effective Date.
- 3.14 **Custody of Settlement Fund.** The Settlement Fund shall be deposited into the Escrow Account but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, any amounts remaining in the Settlement Fund after payment of all Administrative Expenses incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to McLaren and/or its insurer, and no other person or entity shall have any further claim whatsoever to such amounts.
- 3.15 **Non-Reversionary.** This is a non-reversionary settlement. As of the Effective Date, all rights of McLaren, its insurers and/or reinsurers in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as set forth herein.
- 3.16 **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee Award and Costs; and (v) the Settlement Payments and/or Settlement Benefits, pursuant to the terms and conditions of this Agreement.
- 3.17 **Payment / Withdrawal Authorization.** No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and McLaren with notice of any withdrawal or other payment the Settlement Administrator proposes to make from

the Settlement Fund before the Effective Date at least 5 Business Days prior to making such withdrawal or payment.

3.18 Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Class Members pursuant to this Agreement.

3.19 Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Taxes do not include any federal, state, and local tax owed by any Claimant, Class Representative, and Class Member as a result of any benefit or payment received as a result of the Settlement. Each Class Representative and Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

3.20 Limitation of Liability.

(a) McLaren, McLaren's insurers and reinsurers, and McLaren's Counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission or determination of Class Counsel, the Settlement 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 Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

(b) Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement 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 Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or

withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, the Class Representatives, the Released Parties, and Counsel for Defendant harmless, to the extent the Settlement Administrator acts outside the scope of Court orders, the express terms of this Agreement, or written instructions of the Parties, for losses, liabilities, claims, damages, or expenses arising from the Settlement Administrator's negligence, willful misconduct, or material breach of its duties in connection with: (i) the implementation of the Notice Plan and the administration of the Settlement; (ii) the distribution of the Settlement Fund; (iii) the review, determination, administration, calculation, or payment of claims; and (iv) any tax reporting or withholding required to be performed by the Settlement Administrator, but only to the extent such liability results from the Settlement Administrator's own negligence, willful misconduct, or material breach of its duties as described in this Paragraph. For the avoidance of doubt, the Settlement Administrator shall have no indemnification obligations for: (a) actions taken at the direction of the Parties or pursuant to Court order; or (b) the performance, investment results, or fluctuation in value of the Settlement Fund.

#### **4. RELEASE**

- 4.1 Upon the Effective Date, and in consideration of the Settlement Benefits described herein, the Class Representatives and all Class Members identified in the settlement class list in accordance with Section 6.4, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to either or both of the Data Breaches or otherwise arises out of the same facts and circumstances set forth in the class action complaints in these Actions. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any third party (other than the Released Parties). Nor does this Release apply to any Class Member who timely excludes himself or herself from the Settlement.
- 4.2 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes that risk of such possible difference in facts and agrees that this Agreement shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each

Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein.

## 5. REQUIRED EVENTS AND COOPERATION BY PARTIES

- 5.1 Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall promptly move the Court to enter the Preliminary Approval Order, in the form attached as **Exhibit D**.
- 5.2 Cooperation. The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best judgment to amend the schedule to accomplish the goals of this Agreement.
- 5.3 Certification of the Settlement Class. For purposes of this Settlement only, Plaintiffs and McLaren stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void, and in that event, McLaren reserves the right to contest class certification for all other purposes. Plaintiffs and McLaren further stipulate to designate the Class Representatives as the representatives for the Settlement Class.
- 5.4 Final Approval. The Parties shall request that the Court schedule the Final Approval Hearing for a date that is no earlier than 90 days after the Notice Date. Plaintiffs will file motions for final approval of the settlement and for attorneys' fees, expenses and service awards prior to the Final Approval Hearing.

## 6. CLASS NOTICE, OPT OUTS, AND OBJECTIONS

- 6.1 Notice shall be disseminated pursuant to the Court's Preliminary Approval Order.
- 6.2 The Settlement Administrator shall oversee and implement the Notice Plan approved by the Court. All costs associated with the Notice Plan shall be paid from the Settlement Fund.
- 6.3 Direct Notice. No later than the Notice Date, or such other time as may be ordered by the Court, the Settlement Administrator shall disseminate Notice to the Class Members via email, to the extent email information is available for some or all of the Settlement Class, and, otherwise, by direct mail.
- 6.4 Settlement Class List. Within 14 days after the issuance of the Preliminary Approval Order, McLaren will provide to the Settlement Administrator a list of any and all names, mailing addresses, and email addresses (if any) of any and all Class Members that it has in its possession, custody, or control.

6.5 Confidentiality. Any information relating to Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Class Members (as set forth herein) and allowing them to recover under this Agreement; shall be kept in strict confidence by the Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party except as strictly necessary for facilitating notice to the Class; shall not be used for marketing purposes by the Settlement Administrator; shall be destroyed after all distributions to Class Members have been made; and shall not be used for any other purpose.

6.6 Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Class Members, (ii) submission of more than one Claim Form per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In the event a Claim Form is submitted without a unique Class Member identifier, the Settlement Administrator shall employ reasonable efforts to ensure that the Claim is valid.

6.7 Settlement Website. On or before the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the internet in accordance with this Agreement. The Settlement Administrator shall create, update, and maintain the Settlement Website. The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order entered by the Court, and the operative Consolidated Class Action Complaint, which is the complaint in the State Court Action, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Class Members may contact the Settlement Administrator directly.

6.8 Opt Out/Request for Exclusion. The Notice shall explain that the procedure for Class Members to opt out and exclude themselves from the Settlement Class is by notifying the Settlement Administrator in writing, postmarked no later than 45 days after the Notice Date (the “Opt-Out Deadline”). Any Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the end of the Opt-Out Period. Requests for Exclusion must be in writing and must identify the case name “*Womack-Devereaux, et al. v. McLaren Health Care Corp.*”; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; be physically signed by the person(s) seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Womack-Devereaux, et al. v. McLaren Health Care Corp.*” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders

or Final Approval Order entered in the Actions, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt outs.

The Settlement Administrator shall provide Class Counsel and McLaren’s Counsel with the opt-out list no later than 5 days following the Opt-Out Period.

6.9 Objections. The Notice shall explain that the procedure for Class Members to object to the Settlement is by submitting written objections to the Court no later than 45 days after the Notice Date (the “Objection Deadline”). Any Class Member may enter an appearance in the State Court Action, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing. No Class Member or other person will be heard on such matters unless they have filed an objection in the State Court Action, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, by the Objection Deadline. All written objections and supporting papers 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, 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. 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. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. 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. Without limiting the foregoing, any challenge to the Settlement Agreement, the Order Granting Preliminary Approval of the Class Action Settlement

Agreement, or the Final Approval Order, shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

## 7. SETTLEMENT ADMINISTRATION

### 7.1 Submission of Claims.

- (a) Submission of Electronic and Hard Copy Claims. Class Members may submit Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms to be filled out, signed, and submitted physically by return mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.
- (b) Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Class Members to determine whether they are eligible for a Settlement Payment.

### 7.2 Settlement Administrator's Duties.

- (a) Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court and the Parties, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.
- (b) Maintenance of the Settlement Website. The Settlement Administrator shall create, monitor, and maintain the Settlement Website which will include access to relevant Court and Settlement documents, including the Settlement Agreement, Claim Form, and Notices, as well as important Court dates. Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, signed, and submitted physically by mail to the Settlement Administrator.
- (c) Dissemination of Notices. The Settlement Administrator shall disseminate the Notice Plan as provided for in this Agreement. At the direction of the Parties, the Settlement Administrator shall perform reasonable address traces for any postcard Summary Notices that are returned as undeliverable. If the Parties elect re-mailing and authorize the Settlement Administrator to do so, then no later than 45 days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of postcard Summary Notice to those Class Members whose new addresses were identified as of that time through address traces.

(d) Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and McLaren's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and McLaren's Counsel with information concerning Notice, administration, and implementation of the Settlement. Without limiting the foregoing, the Settlement Administrator also shall:

- (i) Receive Requests for Exclusion from Class Members and provide Class Counsel and McLaren's Counsel a copy thereof no later than 5 days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after expiration of the Opt-Out Period, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and McLaren's Counsel;
- (ii) Provide weekly reports to Class Counsel and McLaren's Counsel that include, without limitation, data and information regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, the amount of Claims Forms received (including a breakdown of what types of claims were received and approved), the categorization and description of Claim Forms rejected by the Settlement Administrator, and the number of opt outs and objections received. The Settlement Administrator shall also, as requested by Class Counsel or McLaren's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- (iii) Make available for inspection by Class Counsel and McLaren's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;
- (iv) Cooperate with any audit by Class Counsel or McLaren's Counsel, who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

7.3 Requests For Additional Information: In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Class Member who submits a Claim Form.

## **8. SERVICE AWARDS**

- 8.1 Class Representatives and Class Counsel may seek Service Awards to be awarded to the Class Representatives for up to One Thousand Five Hundred Dollars and No Cents (\$1,500.00) per Class Representative. Class Counsel may request Service Awards for the Class Representatives as part of their motion for a Fee Award and Costs, which must be filed no later than 14 days prior to the Objection Deadline. McLaren takes no position on the request for service awards of up to \$1,500.00.
- 8.2 The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, within 10 Business Days after the Effective Date.
- 8.3 In the event the Court declines to approve, in whole or in part, the payment of the Service Awards in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for cancellation or termination of this Agreement.
- 8.4 The Parties did not discuss or agree upon the amount of the maximum amount of Service Awards for which Class Representatives can apply for, until after the substantive terms of the Settlement had been agreed upon.

## **9. ATTORNEYS' FEES, COSTS, AND EXPENSES**

- 9.1 Class Counsel may file a motion seeking an award of attorneys' fees of up to One-Third (1/3) of the Settlement Fund, and, separately, reasonably incurred litigation expenses and costs not to exceed \$50,000 (collectively, Fee Award and Costs), no later than 14 days prior to the Objection Deadline. The motion for a Fee Award and Costs shall be posted on the Settlement Website. The Settlement Administrator shall pay any attorneys' fees, costs, and expenses awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund, within 10 Business Days after the Effective Date.
- 9.2 Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst themselves and other counsel for Plaintiffs who have worked on the State Court and Federal Court Actions.
- 9.3 The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's Fee Award and Costs or Service Awards. McLaren takes no position on, and reserves the right to oppose or challenge, Plaintiffs' request for Class Counsel's Fee Award and Costs, and Class Representative Service Awards.

## 10. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

10.1 The Effective Date of the Settlement shall be the first Business Day after all of the following conditions have occurred:

- (a) McLaren and Class Counsel execute this Agreement;
- (b) The Court enters the Preliminary Approval Order attached hereto as **Exhibit D**, without material change;
- (c) Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- (d) The Court enters the Final Approval Order attached hereto as **Exhibit E**, without material change; and
- (e) The Final Approval Order has become “Final” because: (i) the time for appeal, petition, rehearing or other review has expired; or (ii) if any appeal, petition, request for rehearing or other review has been filed, the Final Approval Order is affirmed without material change, or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, requests for rehearing or other review has expired.

10.2 In the event that the Court declines to enter the Preliminary Approval Order, declines to enter the Final Approval Order, or the Final Approval Order does not become Final (as described in Paragraph 10.1(e) of this Agreement), McLaren may at its sole discretion terminate this Agreement on 10 Business Days written notice from McLaren to Class Counsel.

10.3 In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within 10 Business Days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within 5 Business Days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a “material modification” shall not include any reduction by the Court of the Fee Award and Costs and/or Service Awards.

10.4 Except as otherwise provided herein, in the event the Settlement is terminated, the Parties to this Agreement, including Class Members, shall be deemed to have reverted to their respective status in the Actions immediately prior to the execution of this Agreement, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered. In addition, the Parties agree that in the event the Settlement is terminated, any orders entered pursuant to the Agreement shall be deemed null and void and

vacated and shall not be used in or cited by any person or entity in support of claims or defenses.

- 10.5 In the event this Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void and shall have no legal effect; it will return the Parties to their respective positions existing immediately before the execution of this Agreement.
- 10.6 Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated pursuant to any provision herein, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs.

## **11. NO ADMISSION OF WRONGDOING OR LIABILITY**

- 11.1 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to the Agreement:
  - (a) shall not be offered or received against McLaren as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by McLaren with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Actions or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Actions or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of McLaren;
  - (b) shall not be offered or received against McLaren as evidence of a presumption, concession, or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by McLaren;
  - (c) shall not be offered or received against McLaren as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against McLaren, in any other civil, criminal, regulatory, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;

- (d) shall not be construed against McLaren as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- (e) shall not be construed as or received in evidence as an admission, concession, or presumption against the Class Representatives or any Class Member that any of their claims are without merit, or that any defenses asserted by McLaren have any merit.

## 12. REPRESENTATIONS

- 12.1 Each Party represents that: (i) such Party has full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval; (ii) the execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party; (iii) this Agreement constitutes a valid, binding, and enforceable agreement; and (iv) no consent or approval of any person or entity is necessary for such Party to enter into this Agreement.

## 13. NOTICE

- 13.1 All notices to Class Counsel provided for in this Agreement shall be sent by email (to all email addresses set forth below) and by First-Class mail to all of the following:

E. Powell Miller  
Emily E. Hughes  
**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 COLEMAN BRYSON**  
**PHILLIPS GROSSMAN 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](mailto:bjohns@shublawyers.com)  
[sholbrook@shublawyers.com](mailto:sholbrook@shublawyers.com)

13.2 All notices to McLaren or McLaren's Counsel provided for in this Agreement shall be sent by email and First Class mail to the following:

Christopher G. Dean  
**McDONALD HOPKINS LLC**  
600 Superior Ave., Ste. 2100  
Cleveland, OH 44114  
T: (216) 348-5400  
[cdean@mcdonaldhopkins.com](mailto:cdean@mcdonaldhopkins.com)

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

13.3 All notices to the Settlement Administrator provided for in this Agreement shall be sent to a to-be established email and/or First Class mail to the following address:

MHCC Class Action Settlement  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

13.4 The notice recipients and addresses designated in this Section may be changed by posting them to the Settlement Website.

#### **14. MISCELLANEOUS PROVISIONS**

14.1 Representation by Counsel. The Class Representatives and McLaren represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

14.2 Best Efforts. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement.

14.3 Contractual Agreement. The Parties understand and agree that all terms of this Agreement, including the Exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses

the full and complete authority to execute and covenant to this Agreement on behalf of the Party that they or it represents.

- 14.4 Integration. This Agreement constitutes the entire agreement among the Parties and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized herein.
- 14.5 Drafting. The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentum*. This Settlement Agreement is a collaborative effort of the Parties and their attorneys that was negotiated on an arm's-length basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against any of the Parties. The Parties expressly waive any otherwise applicable presumption(s) that uncertainties in a contract are interpreted against the party who caused the uncertainty to exist.
- 14.6 Modification or Amendment. This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the persons who executed this Agreement or their successors-in-interest.
- 14.7 Waiver. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.
- 14.8 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.
- 14.9 Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties thereto.
- 14.10 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.
- 14.11 Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Michigan, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.
- 14.12 Interpretation.
  - (a) Definitions apply to the singular and plural forms of each term defined.

- (b) Definitions apply to the masculine, feminine, and neutral genders of each term defined.
- (c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

14.13 No Precedential Value. The Parties agree and acknowledge that this Agreement carries no precedential value.

14.14 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement.

14.15 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

14.16 Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

14.17 Counterparts and Signatures. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts. Digital signatures shall have the same force and effect as the original.

14.18 Facsimile and Electronic Mail. Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

14.19 No Assignment. Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title or interest in or to any of the Released Claims.

14.20 Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to “days” in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court’s approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

14.21 Dollar Amounts. All dollar amounts are in United States dollars, unless otherwise expressly stated.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized counsel:

Dated: November 24, 2025

  
Cheryl Drugich (Nov 24, 2025 16:46:19 EST)

Cheryl Drugich  
Plaintiff



Dated: November 20, 2025

  
Cindy Womack-Devereaux  
Plaintiff

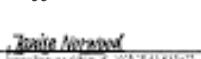
Dated: November 20, 2025

  
Sue Ranney

Plaintiff

  
DocuSigned by:  
594889F6C1D1456...

Kayle Gries  
Plaintiff

  
Janise Norwood

Plaintiff

  
Melissa L Porter  
box SIGN 1R9JKWW-1X9VYQZ5

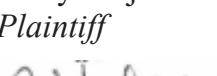
Melissa Porter  
Plaintiff

  
jamie mcskuline  
jamie mcskuline (Nov 24, 2025 12:19:30 EST)

Jamie McSkulin  
Plaintiff

  
Tamyra Ejuan Wells

Plaintiff

  
Ashley Beasley

Plaintiff

  
Kyle Turri

Plaintiff

  
Janie Montgomery (Nov 24, 2025 21:49:08 EST)

Janie Montgomery  
Plaintiff

Dated: November 25, 2025

**THE MILLER LAW FIRM**



E. Powell Miller  
*Class Counsel for Plaintiffs*

Dated: November 25, 2025

**SHUB JOHNS & HOLBROOK LLP**



Benjamin F. Johns  
*Class Counsel for Plaintiffs*

Dated: November 24, 2025

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN PLLC**



Gary M. Klinger  
*Class Counsel for Plaintiffs*

Signed by:



077500245040401...  
Gregory R. Lane

*On Behalf of Defendant McLaren Health  
Care Corporation*

Dated: 11/25/2025

Dated: November 28, 2025

**McDONALD HOPKINS PLC**



Christopher G. Dean  
Timothy J. Lowe  
*Counsel for Defendant McLaren Health  
Care Corporation*

# **Exhibit A**

## **CLAIM FORM FOR MCLAREN HEALTH CARE CORPORATION DATA BREACH BENEFITS**

### **McLaren Health Care Corporation Data Breach Litigation**

*Cindy Womack-Devereaux, et al. v. McLaren Health Care Corporation,*  
Case No. 24-121459 (Genesee Cnty. Cir. Ct.)

**USE THIS FORM TO MAKE A CLAIM FOR CREDIT MONITORING AND IDENTITY THEFT PROTECTION, AND FOR ONE OR BOTH OF (1) A DOCUMENTED LOSS PAYMENT AND (2) AN ALTERNATIVE FLAT CASH (PRO RATA) PAYMENT**

**The DEADLINE to submit this Claim Form is postmarked: [Month XX, 2026]**

#### **I. GENERAL INSTRUCTIONS**

If you are a natural person whose Private Information may have been compromised as a result of one of the Data Breaches occurring between July 28, 2023 through August 23, 2023, and between July 17, 2024 and August 3, 2024, including those who were sent a notice by McLaren Health Care Corporation of either of the Data Breaches, you are a Class Member.

As a Class Member, you are eligible to make a claim for a cash payment and for credit monitoring.

For the cash payment, you may make a claim for the following options:

(1) up to a \$5,000 cash payment for reimbursement of Documented Losses supported by Reasonable Documentation that occurred on or after July 28, 2023, are more likely than not a result of one of the Data Breaches, and was not otherwise reimbursed by another source;

AND

(2) a flat, pro rata cash payment (Cash Fund Payment), the amount of which will depend on the number of Class Members who participate in the Settlement and how much of the Settlement Fund remains after payment of valid Documented Loss Payment claims.

In addition to a cash payment, all Class Members are *also* eligible to elect Credit Monitoring and Identity Theft Protection (“Credit Monitoring”) services. The Credit Monitoring benefit will include one year of one bureau medical monitoring and identity theft protection. All Class Members who elect to receive the Credit Monitoring benefit will receive an enrollment code that can be used to enroll in the service. If you elect Credit Monitoring and already maintain a credit monitoring service, you may elect to defer your enrollment in the Credit Monitoring for a period of 12 months.

Complete information about the Settlement and the Settlement Benefits is available at [www.xxxx.com](http://www.xxxx.com).

This Claim Form may be submitted online at [www.xxxx.com](http://www.xxxx.com) or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

MHCC Class Action Settlement  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

## II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments, you must notify the Settlement Administrator in writing at the address above.

First Name

M.I.    Last Name

\_\_\_\_\_

### Alternative Name(s)

Mailing Address, Line 1: Street Address/P.O. Box

**Mailing Address, Line 2:**

City:

State:

Zip Code:

A horizontal row of 15 empty square boxes, intended for children to draw vertical bars of different heights to represent data.

### Cellular Telephone Number

### Home Telephone Number

Email Address

Unique ID Number Provided on mailed Notice (if known)

### III. CLASS MEMBERSHIP

Please check this box if you received a Notice related to this class action settlement, and you have provided your Unique ID Number in Section II above.

Please check this box if you have **not** received a letter notice but believe that you should be included in the Settlement Class. You must provide Reasonable Documentation demonstrating that you were impacted by the Data Breach and are a Class Member.

#### IV. CREDIT MONITORING AND IDENTITY THEFT PROTECTION SERVICES

All Class Members are eligible to elect the Credit Monitoring Settlement Benefit.

If you wish to receive Credit Monitoring, you must check this box. Submitting this Claim Form will not automatically enroll you into the Credit Monitoring Settlement Benefit. To enroll, you must follow the instructions sent to your email address after the Settlement is approved and becomes final.

## V. REQUEST FOR CASH PAYMENT OR REIMBURSEMENT

**You may select one or both of the following options:**

### A. Cash Fund Payment

If you wish to receive a flat pro rata Cash Fund Payment, you must check off this box and then simply return this Claim Form.

**AND**

### B. Reimbursement for Documented Losses

Please check this box if you are electing to seek reimbursement for documented losses, of up to \$5,000, you incurred that are more likely than not traceable to the Data Breaches and not otherwise reimbursed by any other source. Documented losses include unreimbursed losses and consequential expenses that are more likely than not related to the Data Breaches and incurred on or after July 28, 2023.

In order to make a claim for a Documented Loss Payment, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VIII); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. Documented losses need to be deemed more likely than not due to the Data Breaches by the Settlement Administrator based on the documentation you provide. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator. If your claim for a Documented Loss Payment is rejected and you fail to cure the defect, your claim will automatically be considered as a claim for a Cash Fund Payment.**

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
<input type="radio"/> Unreimbursed fraud losses or charges	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	<i>Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges</i>
<input type="radio"/> Professional fees incurred in connection with identity theft or falsified tax returns	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	<i>Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return</i>
<input type="radio"/> Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	<i>Examples: Letter from IRS or state about tax fraud in your name; Documents reflecting length of time you waited to receive your tax refund and the amount</i>

<b>Cost Type</b> (Fill all that apply)	<b>Approximate Date of Loss</b>	<b>Amount of Loss</b>	<b>Description of Supporting Reasonable Documentation</b> (Identify what you are attaching and why)
return filing			
<input type="radio"/> Credit freeze	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	<b>\$</b> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	<i>Examples: Notices or account statements reflecting payment for a credit freeze</i>
<input type="radio"/> Credit monitoring that was ordered after July 28, 2023 through the date on which the Credit Monitoring and Insurance Services becomes available through this Settlement	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	<b>\$</b> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	<i>Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services</i>
<input type="radio"/> Miscellaneous expenses such as notary, fax, postage, copying, and mileage	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	<b>\$</b> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	<i>Example: Phone bills, gas receipts, postage receipts; Detailed list of locations to which you traveled (i.e. police station, IRS office), indication of why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled to remediate or address issues related to the Data Breaches</i>
<input type="radio"/> Other (provide detailed description)	<input type="text"/> / <input type="text"/> / <input type="text"/> / <input type="text"/> (mm/dd/yy)	<b>\$</b> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/>	<i>Please provide detailed description below or in a separate document submitted with this Claim Form.</i>

**VII. ATTESTATION  
(REQUIRED FOR DOCUMENTED LOSS PAYMENT CLAIMS ONLY)**

I, \_\_\_\_\_, declare that I suffered the documented losses claimed above.  
[Name]

I also attest that the documented losses claimed above are accurate and were not otherwise reimbursable by insurance.

I declare under penalty of perjury under the laws of my home state that the foregoing is true and correct.  
Executed on \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.  
[Date] [City] [State]

---

[Signature]

**VII. PAYMENT SELECTION**

Please select **one** of the following payment options if you are seeking a Cash Fund Payment (Section V.A.) or Reimbursement for Documented Losses (Section V.B.).

PayPal  Venmo  Zelle  Virtual Prepaid Card  Check\*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: \_\_\_\_\_

*\*Payment will be mailed to the address provided in Section I of this Claim Form. If no option is selected, payment will be mailed.*

**VIII. CERTIFICATION**

By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of my home state that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

# **Exhibit B**

## Court Approved Legal Notice

CONFIDENTIAL LEGAL  
INFORMATION – TO BE  
OPENED BY THE  
ADDRESSEE ONLY.

You are not being sued.

A court has authorized this  
notice regarding a class  
action settlement.

This is not a solicitation from  
a lawyer.

MHCC Class Action Settlement  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Unique Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A proposed \$14 million Settlement arising out of two Data Breaches has been reached with McLaren Health Care Corporation ("McLaren"). In 2023 and in 2024, unauthorized third parties potentially gained access to Class Members' Private Information that was stored at McLaren (the "Data Breaches").

**Who is Included?** Class Members include all persons in the United States whose Private Information (Personally Identifying Information and/or Protected Health Information) was compromised in either of the two Data Breaches.

**What does the Settlement Provide?** The Settlement establishes a \$14 million Settlement Fund to be used to pay for (1) Credit Monitoring and Identity Theft Protection Services, (2) Documented Loss Payments and pro rata Cash Fund Payments; (3) costs of Notice and Administrative Expenses; (4) any Service Awards to the Class Representatives approved by the Court; and (5) any Fee Award and Costs. Also, McLaren has agreed to certain remedial measures to continue to strengthen its data and information security. All Claimants are eligible to elect one year of Credit Monitoring Services. In addition, Claimants may select one or both of two forms of monetary relief:

- **Cash Fund Payment** – a pro rata cash payment, in an amount to be determined consistent with the Settlement. The Cash Fund Payment will be calculated depending on the number of Class Members that participate in the Settlement; and
- **Documented Loss Payment** – reimbursement for certain documented losses, i.e., money spent or fees incurred that are more likely than not related to the Data Breaches (up to \$5,000.00).

**How To Get Benefits:** You must complete and file a Claim Form either online or by mail, postmarked by **DATE**, including required Reasonable Documentation for any Document Loss Payment claim. You can file your claim online at [www.xxx.com](http://www.xxx.com). You may also get a paper Claim Form on the Settlement Website, or by calling the toll-free number, and submit it by mail.

**Your Other Options:** If you do not want to be legally bound by the Settlement, you must exclude yourself by **DATE**. If you do not exclude yourself, you will release any claims you may have against McLaren or the Released Parties (as defined in the Settlement Agreement) related to the Data Breaches, as more fully described in the Settlement Agreement, available on the Settlement Website. If you do not exclude yourself, you may object to the Settlement by **DATE**.

**The Final Approval Hearing:** The Court will hold a Final Approval Hearing on **MONTH DD, 2026, at X:XX a.m./p.m.** before the Honorable B. Chris Christenson of the 7th Judicial Circuit Court, Genesee County, 900 Saginaw St, Flint, MI 48502, to consider: whether to approve the Settlement, Service Awards, Fee Award and Costs, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so.

**More Information:** Complete information about your rights and options, as well as the Claim Form, the Long Form Notice, and Settlement Agreement are available at [www.xxx.com](http://www.xxx.com) or by calling toll free 1-800-xxx-xxxx.

NAME: «NAME

CLAIM FORM

ADDRESS: «ADDRESS

---

Your completed Claim Form must be mailed to the Settlement Administrator, so it is postmarked no later than: **DATE**

Credit Monitoring and Identity Theft Protection

Check this box if you want to receive one year of Credit Monitoring. Provide your email address: \_\_\_\_\_

Cash Fund Payment

Check this box if you wish to receive a Cash Fund Payment. If you wish to submit a claim for reimbursement for Documented Losses, please visit [www.xxx.com](http://www.xxx.com) to submit your claim online or to download the full Claim Form to complete and return by mail. Documented Losses cannot be claimed on this claim form.

Select one of the following payment methods:

PayPal     Venmo     Zelle     Virtual Prepaid Card     Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: \_\_\_\_\_

Certification By submitting this Claim Form, I certify that I am eligible to make a claim in this Settlement and that the information provided in this Claim Form is true and correct. I declare under penalty of perjury under the laws of my home state that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

For additional information,  
visit [WEBSITE](http://WEBSITE), call toll-free  
1-XXX-XXX-XXXX or  
scan the QR Code:

QR Code

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Business  
Reply Mail

MHCC Class Action Settlement  
c/o Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

## **Exhibit C**

**If Your Private Information was compromised as a result of Data Breaches at McLaren Health Care Corp. in 2023 or 2024, you may be entitled to benefits from a settlement.**

*This is not a solicitation from a lawyer. Please read this Notice carefully and completely.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

- A proposed \$14 million Settlement arising out of two Data Breaches has been reached with McLaren Health Care Corp. (“McLaren”). Between July 28, 2023 and August 23, 2023, and then between July 17, 2024 and August 3, 2024, unauthorized third parties may have gained access to Class Members’ Personally Identifying Information and Protected Health Information (collectively, “Private Information”).
- The Settlement Class includes all persons in the United States whose Private Information was compromised in the two Data Breaches, including all who were sent notice of them. 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 parents, 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.
- If you are a Class Member, you are eligible to receive one year of one bureau Credit Monitoring and Identity Theft Protection services, and one or both of the following two types of cash Settlement Benefits:

**(1) Documented Loss Payment:** You may submit a timely and valid Claim Form and provide supporting Reasonable Documentation that you spent money or incurred losses related to the Data Breaches for up to \$5,000;

AND

**(2) Pro Rata Cash Fund Payment:** You also may choose to receive a flat cash payment, without any documentation. The amount of your Cash Fund Payment depends on the number of valid claims and how much of the Settlement Fund remains after payment of valid Documented Loss Payment claims.

The Settlement Administrator will automatically treat uncured, incomplete, or defective Documented Loss Payment claims as claims for a Cash Fund Payment.

- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>FILE A CLAIM FORM</b> <b>SUBMITTED OR POSTMARKED BY: MONTH DD, 20YY</b>	Submitting a timely and valid Claim Form is the only way that you can receive Settlement Benefits. If you submit a Claim Form, you will give up the right to sue McLaren and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
<b>EXCLUDE YOURSELF FROM THIS SETTLEMENT</b> <b>POSTMARKED BY: MONTH DD, 20YY</b>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against McLaren and the Released Parties, for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
<b>OBJECT TO OR COMMENT ON THE SETTLEMENT</b> <b>POSTMARKED BY: MONTH DD, 20YY</b>	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue McLaren and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
<b>GO TO THE “FINAL APPROVAL” HEARING</b> <b>DATE: MONTH DD, 20YY</b>	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.xxx.com](http://www.xxx.com) or call 1-800-xxx-xxxx.**

<b>DO NOTHING</b>	If you do nothing, you will not receive a cash payment and you will give up your rights to sue McLaren and the Released Parties for the legal claims this Settlement resolves.
-------------------	--

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. No Settlement Benefits or Settlement Payments will be provided unless the Court approves the Settlement and it becomes final.

## BASIC INFORMATION

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

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The lawsuit is known as *Cindy Womack-Devereaux, et al. v. McLaren Health Care Corp.*, Case No. 24-121459 (Genesee Cnty. Cir. Ct., Mich.) pending before the Honorable B. Chris Christenson (the “lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and the entity they sued, McLaren, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

### 2. What is this lawsuit about?

Plaintiffs filed these lawsuits against Defendant, individually, and on behalf of members of the Settlement Class whose Private Information may have been compromised as a result of the Data Breaches at McLaren.

Plaintiffs allege that between July 28, 2023 and August 23, 2023, and between July 17, 2024 and August 3, 2024, there was unauthorized access by a cybercriminal to McLaren’s network and that the Private Information of certain of McLaren’s current and former patients was exfiltrated. Consequently, Plaintiffs brought this lawsuit against McLaren.

The Plaintiffs allege that McLaren failed to adequately protect their Private Information and that they were injured as a result. McLaren denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. McLaren denies these and all other legal claims made in the lawsuit. By entering into the Settlement, McLaren is not admitting that it did anything wrong.

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

In a class action, one or more people called the class representatives sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who exclude themselves (opt out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Cheryl Drugich, Janise Norwood, Melissa Porter, Jamie McSkulin, Tamya Ejuan Wells, Ashley Beasley, Kyle Turri, Cindy Womack- Devereaux, Sue Ranney, Kayle Gries, and Janie Montgomery.

### 4. Why is there a Settlement?

The Class Representatives and McLaren do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Class Representatives or McLaren. Instead, the Class Representatives and McLaren have agreed to settle the lawsuit following a mediation session. The Class Representatives, McLaren, and their respective lawyers believe the Settlement is best for all Class Members because of the benefits available to Settlement Class Members and the risks and uncertainty associated with continuing the lawsuit.

## **WHO IS INCLUDED IN THE SETTLEMENT**

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

The Settlement Class includes all persons whose Private Information may have been compromised in the 2023 and 2024 Data Breaches at McLaren. You may have previously been sent notices regarding the Data Breaches by McLaren following the incidents.

If you have any questions as to whether you are a Class Member, you may contact the Settlement Administrator.

### **6. Are there exceptions to individuals who are included as Settlement Class Members in the Settlement?**

Yes. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action 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.

### **7. What if I am still not sure whether I am part of the Settlement?**

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at [www.xxx.com](http://www.xxx.com), or call the Settlement Administrator's toll-free number at [1-800-xxx-xxxx](tel:1-800-xxx-xxxx).

## **THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY**

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

The Settlement will provide Class Members the opportunity to select and make a claim for one year (i.e., 12 months) of one bureau Credit Monitoring and Identity Theft Protection Services ("Credit Monitoring"), and one or both of the two cash Settlement Payments options (a Documented Loss payment or Cash Fund payment). These settlement benefits are explained in more detail below.

**Credit Monitoring Service:** You may elect to receive one year of one bureau Credit Monitoring. The Credit Monitoring Settlement Benefit provides a way to protect yourself from unauthorized use of your Private Information. If you already have credit monitoring services, you may still sign up for this additional protection, as you will have one year from receipt of it to redeem this benefit. The Credit Monitoring Settlement Benefits provided by this Settlement is separate from, and in addition to, the credit monitoring and identity resolution services offered by McLaren in response to the Data Breach, for individuals who received a notice letter from McLaren. Class Members who previously accepted McLaren's credit monitoring and identity resolution services may choose to delay the start date for the Credit Monitoring Benefits for one year. You are eligible to make a claim for the Credit Monitoring Services being offered through this Settlement even if you did not sign up for the previous services.

The Credit Monitoring service, provided by IDX Identity Protection Services, includes the following benefits: CyberScan Dark Web Monitoring; \$1M Reimbursement Insurance; Fully Managed Identity Restoration; Member Advisory Services; and Lost Wallet Assistance.

In addition to Credit Monitoring, Class Members are eligible to receive the following cash Settlement Benefits:

**Documented Loss Payment:** You may submit a Claim Form for up to \$5,000 per person. A claim for a Documented Loss Payment must be timely and you must provide supporting Reasonable Documentation that you spent money or incurred losses related to either of the Data Breaches. These losses must have been incurred on or after July 28, 2023 (the date on which the 2023 Data Breach began). Documented Losses must further be supported by Reasonable Documentation that a Class Member actually incurred unreimbursed losses and consequential expenses that are more likely than not traceable to either of the Data Breaches.

Examples of Reasonable Documentation include (but are not limited to): credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Loss costs cannot be documented solely by a

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.xxx.com](http://www.xxx.com) or call 1-800-xxx-xxxx.**

personal certification, declaration, or affidavit from the Claimant; a Class Member must provide supporting documentation.

You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notice provided by McLaren.

If you file a claim for a Documented Loss Payment and don't submit qualifying documentation, or if your claim is deemed incomplete by the Settlement Administrator, and you do not cure your Claim Form, the Settlement Administrator may automatically treat and consider your claim as eligible for a Cash Fund Payment at the Settlement Administrator's discretion.

**Cash Fund Payment:** You also may file a claim, without providing any documentation, to receive a flat, pro rata Cash Fund Payment.

Your Cash Fund Payment will be an equal share among those other Class Members who elect to receive a Cash Fund Payment. The precise amount will depend on the amount approved for valid Documented Loss claims and the number of valid Cash Fund Payments claims submitted.

In addition, McLaren has agreed to continue to take certain remedial measures and enhance its security measures as a result of this lawsuit.

Please review Question 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the two Settlement Benefit options is the best option for you.

**9. How will Settlement Benefits be paid?**

Before determining which Settlement Benefit option is best for you, it is important for you to understand how Settlement payments will be made. Court-awarded attorneys' fees up to a maximum of 1/3 of the \$14,000,000.00 Settlement Fund, reasonable costs incurred by Class Counsel, Administrative Expenses for costs of the settlement administration, any applicable taxes, the cost of providing Credit Monitoring services, and Service Awards of up to \$1,500.00 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed pursuant to the plan of allocation in Section 3.10 of the Settlement Agreement.

**10. What is the total value of the Settlement?**

The Settlement provides a \$14,000,000.00 Settlement Fund, plus confirmation of certain enhanced cybersecurity measures designed to further strengthen McLaren's data and information security. Any court-approved Fee Award and Costs, Service Awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, the cost of Credit Monitoring, and any Notice and Administrative Expenses will be paid out of the Settlement Fund, and the balance ("Net Settlement Fund") will be used to pay for the above Settlement Benefits. Any costs associated with McLaren's enhanced cybersecurity measures have been paid by McLaren separate from the Settlement Fund.

**11. What am I giving up to receive Settlement Benefits or stay in the Settlement Class?**

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

**12. What are the Released Claims?**

**This Settlement affects your legal rights even if you do nothing.**  
Questions? [Go to www.xxx.com](http://www.xxx.com) or call 1-800-xxx-xxxx.

Section 4 of the Settlement Agreement describes the Released Claims and the Release, so please read these sections carefully. The Settlement Agreement is available at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com). For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 16 for free, or you can talk to your own lawyer at your own expense.

## **HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM**

### **13. How do I make a claim for Settlement Benefits?**

You must submit a timely and valid Claim Form for the Settlement Benefits described in Question 8. Your Claim Form must be submitted online at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) by MONTH DD, 20YY, or mailed to the Settlement Administrator at the address on the Claim Form, postmarked by MONTH DD, 20YY. If you are electing the Cash Fund Payment, you may also submit a claim by completing and returning the tear-off Claim Form attached to the mailed notice you received. Claim Forms are also available on the Settlement Website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com) or by calling 1-800-xxx-xxxx or by writing to:

MHCC Class Action Settlement  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

### **14. What happens if my contact information changes after I submit a Claim Form?**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

MHCC Class Action Settlement  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

### **15. When will I receive my Settlement Benefits?**

If you file a timely and valid Claim Form, Settlement Benefits will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

The approval process may take time. Please be patient and check [www.xxxxxxx.com](http://www.xxxxxxx.com) for updates.

## **THE LAWYERS REPRESENTING YOU**

### **16. Do I have a lawyer in this case?**

Yes, the Court has appointed E. Powell Miller of The Miller Law Firm, P.C., Benjamin F. Johns of Shub Johns & Holbrook LLP, and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

### **17. How will Class Counsel be paid?**

Class Counsel will file a motion asking the Court to award attorneys' fees up to one-third (1/3) of the \$14 million Settlement Fund and, separately, reimbursement of reasonably incurred litigation costs. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$1,500.00 each for their efforts in achieving the Settlement. If awarded by the Court, the Fee Award and Costs, and the Service Awards, will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the Fee Award and Costs and the Service Awards will be made available on the Settlement Website at [www.xxxxxxxxxx.com](http://www.xxxxxxxxxx.com).

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you are a Class Member and want to keep any right you may have to individually sue or continue to sue McLaren and/or the Released Parties on your own about the legal claims in this lawsuit or released by the Released Claims,

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.xxx.com](http://www.xxx.com) or call 1-800-xxx-xxxx.**

then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

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

To exclude yourself from the Settlement, you must mail a written request for exclusion, which must do the following: identify the case name “*Womack-Devereaux, et al. v. McLaren Health Care Corp.*”; state the name, address, telephone number and unique identifier of the Class Member seeking exclusion; identify any lawyer representing the Class Member seeking to opt out; physically sign the request for exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Womack-Devereaux, et al. v. McLaren Health Care Corp.*” Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Actions, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement.

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

MHCC Class Action Settlement  
Attn: Opt Outs  
PO Box 58220  
Philadelphia, PA 19102

**You cannot opt out (exclude yourself) electronically or by telephone or email.**

Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

**19. If I exclude myself, can I still get anything from the Settlement?**

No. If you timely opt out, you will not be entitled to receive Settlement Benefits, but you will not be bound by the Settlement or any judgment in this lawsuit. You can only get Settlement Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

**20. If I do not exclude myself, can I sue McLaren for the same thing later?**

No. Unless you timely opt out, you give up any right to individually sue any of the Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Breaches. You must opt out of this lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

**OBJECT TO OR COMMENT ON THE SETTLEMENT**

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

If you are a Class Member, you can tell the Court you object to all or any part of the Settlement.

Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or wishes to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may file an objection. A Class Member must file in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within 45 days following the Notice Date.

All written objections and supporting papers must clearly (a) identify the case name and number; (b) state the Class Member’s full name, current mailing address, and telephone number; (c) contain a statement by the Class Member that he or she believes himself to be a member of the Settlement Class; (d) 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(s) of the Data Breach(es)); (e) identify the specific factual and legal grounds for the objection; (f) identify whether the objection is an objection to the Settlement in part or in whole; (g) state whether the objection applies only to the objector, a subset

**This Settlement affects your legal rights even if you do nothing.**  
**Questions? Go to [www.xxx.com](http://www.xxx.com) or call 1-800-xxx-xxxx.**

of the Settlement Class, or the entire Settlement Class; (h) identify all counsel representing the Class Member, if any; (i) 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; (j) include all documents or writings that the Class Member desires the Court to consider; (k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and (l) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative.

All objections must be submitted to the Settlement Administrator, Class 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. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objection by the Objection Deadline and in the manner set forth above and as described in the Settlement Agreement 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.

To be timely, written notice of an objection including all of the information above must be mailed to the Settlement Administrator, Class Counsel, and the Court by **MONTH DD, 20YY**, at the following addresses:

COURT	CLASS COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk of Court 7th Judicial Circuit Court 900 Saginaw Street Flint, MI 48502	E. Powell Miller The Miller Law Firm 950 W. University Drive, Ste 300 Rochester, MI 48307  Gary M. Klinger Milberg Coleman Bryson Phillips Grossman PLLC 227 W. Monroe Street, Ste 2100 Chicago, IL 60606  Benjamin F. Johns Shub Johns & Holbrook LLP Four Tower Bridge 200 Barr Harbor Dr., Ste 400 Conshohocken, PA 19428	MHCC Class Action Settlement Attn: Objections PO Box 58220 Philadelphia, PA 19102

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the lawsuit.

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

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

**THE FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at A:BC a.m./p.m.** before the Honorable B. Chris Christenson of the 7th Judicial Circuit Court, Genesee County, 900 Saginaw Street, Flint, Michigan 48502.

The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website [www.xxx.com](http://www.xxx.com) to confirm that the date and time of the Final Approval Hearing has not changed.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for a Fee Award and Costs, and the Service Awards to the Class Representatives. If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the Final Approval Hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

**24. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit an objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mail your written objection on time the Court will consider it.

**25. May I speak at the Final Approval Hearing?**

Yes, as long as you do not exclude yourself (opt out) and you submit a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all the procedures for objecting to the Settlement listed in Question 21 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

**IF YOU DO NOTHING**

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

If you are a Class Member and you do nothing, you will not receive Settlement Benefits, and you will give up rights explained in the "Excluding Yourself from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this lawsuit that are released by the Settlement relating to the Data Breaches.

**GETTING MORE INFORMATION**

**27. How do I get more information?**

This Notice summarizes the proposed Settlement. For more details about the Settlement, please see the Settlement Agreement and other related documents available at [www.xxx.com](http://www.xxx.com), by calling toll-free [1-800-xxx-xxxx](tel:1-800-xxx-xxxx), or by contacting Class Counsel.

If you have questions about the proposed Settlement or anything in this Notice, you may contact the Settlement Administrator at:

MHCC Class Action Settlement  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**PLEASE DO NOT CONTACT THE COURT OR CHAMBERS  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

## **Exhibit D**

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

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

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Emily E. Hughes (P68724)  
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*Counsel for Defendant McLaren Health Care  
Corporation*

*Interim Co-Lead Counsel*

Samuel J. Strauss\*  
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sam@straussborrelli.com  
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*Additional Plaintiffs' Counsel*

*\*Pro Hac Vice Application Forthcoming*

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**[PROPOSED] 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: \_\_\_\_\_

Present: \_\_\_\_\_  
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, Tammyra 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 \_\_\_\_\_ am/pm on MONTH DAY YEAR, at the 7th Judicial Circuit Court, Genesee County, 900 Saginaw Street, Flint, Michigan 48502. 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
<b>Defendant to provide contact information for Settlement Class Members</b>	Within 14 days after entry of the Preliminary Approval Order
<b>Notice Date</b>	The later of January 12, 2026, and 45 days after entry of the Preliminary Approval Order
<b>Motion for Final Approval</b>	No later than 14 days prior to the Final Approval Hearing
<b>Motion for Fee Award and Costs and Service Awards</b>	No later than 14 days prior to the Opt-Out and Objection Deadline
<b>Opt-Out and Objection Deadline</b>	45 days after Notice Date
<b>Claims Deadline</b>	90 days after the Notice Date
<b>Parties to Respond to Objections</b>	No later than 7 days before the date set for the Final Approval Hearing
<b>Final Approval Hearing</b>	(at a date to be set by the Court, no sooner than 90 days after the Notice Date)

IT IS SO ORDERED on \_\_\_\_\_, 2025.

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HONORABLE B. CHRIS CHRISTENSON  
CIRCUIT COURT JUDGE

## **Exhibit E**

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

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT, AND APPLICATION  
FOR ATTORNEYS' FEES, COSTS, AND  
SERVICE AWARDS**

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*Additional Plaintiffs' Counsel*

*\*Pro Hac Vice Application Forthcoming*

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**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT, AND APPLICATION FOR  
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

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

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

Present: \_\_\_\_\_  
Hon. B. Chris Christenson

WHEREAS, on \_\_\_\_\_, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the Parties' Settlement Agreement and directing that Notice be given to the Settlement Class.

WHEREAS, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of Class Members to object or opt out, and of the right of Class Members to be heard at a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether the Final Approval Order should be entered dismissing this Action with prejudice;

WHEREAS, a Final Approval Hearing was held on \_\_\_\_\_. Class Members were notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement, and requested award of fees and costs to Class Counsel and Service Awards to Class Representatives.

NOW, THEREFORE, the Court having heard the presentation of Class Counsel and McLaren's Counsel, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, reasonable, and adequate, having considered the application for attorneys' fees and costs made by Class Counsel and the application for a Service Awards to the Class Representatives, and having reviewed the materials in support thereof, and good cause appearing:

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

1. **Incorporation of Defined Terms.** The capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement except as may otherwise be ordered.

2. **Jurisdiction.** The Court has jurisdiction over the Action and over all claims raised therein and all Parties thereto, including Plaintiffs and the Class Members.

3. **Settlement Approval.** The Court hereby approves the Settlement Agreement in full, including the plans for implementation and distribution of the settlement relief, and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class Members, within the authority of the Parties and the result of extensive arm's-length negotiations. The Parties shall effectuate the Settlement Agreement in accordance with its terms. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.

4. **Objections and Opt Outs.** There are \_\_\_ objections and \_\_\_ opt outs to the Settlement. Any Class Member who timely and properly opted out from the settlement is identified in a list of opt outs attached to this order.

5. **Final Certification of Settlement Class and Class Definition.** For settlement purposes only, the Court finally certifies the following Settlement Class:

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 Action and members of their immediate families and their staff; (2) McLaren, its subsidiaries, parent companies, successors, predecessors, and 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.

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

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

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

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

10. **Superiority.** Under MCR 3.501(A)(1)(e) and MCR 3.501(A)(2), 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.

11. **Class Representatives.** The Court appoints Plaintiffs Cheryl Drugich, Janise Norwood, Melissa Porter, Jamie McSkulin, Tammyra Ejuan Wells, Ashley Beasley, Kyle Turri, Cindy Womack-Devereaux, Sue Ranney, Kayle Gries, and Janie Montgomery for settlement purposes only, as representatives of the Settlement Class. The Court finds that the Class Representatives are similarly situated to absent Class Members and are typical of the Settlement Class, and, therefore, they are adequate Class Representatives.

12. **Class Counsel.** The Court appoints 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 as Class Counsel.

13. **Notice Program Complete.** The Court finds that the dissemination of Notice to Class Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of:

(1) a description of the material terms of the Settlement; (2) how to submit a Claim Form; (3) the Claims Deadline; (4) the last day of the Opt-Out Period for individuals in the Settlement Class to opt out of the Settlement Class; (5) the Objection Deadline for Class Members to object to the Settlement and/or motion for a Fee Award and Costs and Class Representative Service Awards; (6) the Final Approval Hearing date; and (7) the Settlement Website address at which Class Members may access the Settlement Agreement and other related documents and information;

(d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of class certification, the

Constitutions of the United States and Michigan (including the Due Process Clause), MCR 3.501(C), and all other applicable laws and rules.

14. **Claims Process.** The Court also finds that the claims process has proceeded as required by the Preliminary Approval Order. The Parties and Settlement Administrator shall complete the claims process, as specified in the Settlement, and thereafter, proceed with the issuance of Class Member payments for all valid Claims. Any errors or other deficiencies identified in submitted Claims Forms shall be addressed in the manner specified in the Settlement.

15. **Service Awards.** The Court finds the requested Service Awards of \$1,500.00 per Class Representative are fair and reasonable. These amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement.

16. **Attorneys' Fees and Cost Award.** The Court hereby approves an award of attorney's fees in an amount of \$4,666,666.66 and, separately, litigation costs in an amount of \$\_\_\_\_\_ to Class Counsel. These amounts are to be paid out of the Settlement Fund, in accordance with the Settlement Agreement. The Court finds these amounts to be fair and reasonable.

17. **Objections.** The Court has considered any objections and hereby overrules any such objections.

18. **Final Approval of Settlement.** The Court finally approves the Settlement as within the range of fairness, reasonableness, and adequacy under the circumstances. The Settlement is the product of arm's-length negotiations between the Parties and their counsel, and it was reached with the assistance 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 Agreement nor its terms and provisions – nor any negotiations

or proceedings connected with it – shall be construed as an admission or concession by the Released Persons of the truth of any allegations in the Action or of any liability, fault, or wrongdoing of any kind whatsoever of the Released Persons.

19. **Settlement Implementation.** Because the Court approves the Settlement set forth in the Settlement Agreement as fair, reasonable, and adequate, the court authorizes and directs implementation of all terms and provisions of the Settlement Agreement. Within the time periods set forth in the Settlement Agreement, the Settlement Benefits provided for in the Settlement Agreement shall be paid to the Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

20. **Releases.** Upon the Effective Date, Class Members who did not validly and timely opt out shall, by operation of this Final Approval Order, have fully, finally, and forever released, relinquished, disclaimed, and discharged McLaren and the Released Parties from all claims that were or could have been asserted in the Action.

21. **Binding Effect.** The Court adjudicates that the Parties and all Class Members shall be bound by the Settlement and Order. The terms of the Settlement and this Order shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interest or expenses which were or could have been asserted in the Action or in any third party action. All Settlement Class Members who did not validly and timely opt out are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims against McLaren released

pursuant to the Settlement Agreement. All persons who have not made an objection to the Settlement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

22. **No Admission of Liability.** The Final Approval Order, the Settlement Agreement, the Settlement which it reflects, and all acts, statements, documents, or proceedings relating to the Settlement are not, and shall not be construed as, or used as an admission by or against McLaren of any fault, wrongdoing, or liability on the part of McLaren or of the validity or certifiability for litigation of any claims.

23. ***Cy Pres.*** Should any non-distributable residual of the Settlement Fund remain following distribution of the Settlement benefits, the Court hereby approves the distribution of any such residue from the Settlement Fund in equal shares to the Michigan State Bar Foundation and the Michigan Healthcare Cybersecurity Council, Inc.

24. **Reservation of Jurisdiction.** The Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any Settlement distributions; (b) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement, including the exhibits appended thereto and (c) all Parties, for the purpose of enforcing and administering the Settlement.

25. **Final Judgment.** The above-captioned Action is hereby dismissed against McLaren in its entirety, with prejudice. Judgement is entered in accordance with MCR 2.602(A)(3). Except as otherwise provided in this Final Approval Order, the parties shall bear their own costs and attorney's fees. Without affecting the finality of the Judgment entered, the Court reserves jurisdiction over the implementation of the Settlement, including enforcement and administration of the Settlement Agreement.

This resolves the last pending claim and closes the case.

**IT IS SO ORDERED, ADJUDGED, AND DECREED:**

Date: \_\_\_\_\_, 2026

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HONORABLE B. CHRIS CHRISTENSON  
CIRCUIT COURT JUDGE

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$14M MHCC Settlement Resolves Class Action Lawsuit Over Data Breaches in 2023, 2024](#)

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