STATE OF MICHIGAN
7th JUDICIAL CIRCUIT
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,

Plaintiffs,

v.

McLaren Health Care Corporation,

Defendant.

Case No. 24-121459
Hon. B. Chris Christenson

CLASS ACTION
JURY TRIAL DEMANDED

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

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Additional Plaintiffs' Counsel

**Pro Hac Vice Application Forthcoming or Pending*

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

Plaintiffs Cheryl Drugich, Cindy Womack-Devereaux, Sue Ranney, Kayle Gries, Janise Norwood, Melissa Porter, Jamie McSkulin, Tamyra Ejuan Wells, Ashley Beasley, Kyle Turri, and Janie Montgomery (collectively, "Plaintiffs"), through Interim Co-Lead Counsel, hereby submit this Motion for Final Approval of Class Action Settlement and for Attorneys' Fees, Costs, and Service Awards. In support of this Motion, Plaintiffs rely on the accompanying Brief in Support, the supporting exhibits, and oral argument at the Final Fairness Hearing, which has been set for April 21, 2026.

Plaintiffs' counsel requested concurrence in the filing of this Motion from counsel for Defendant McLaren Health Care Corporation ("McLaren"). Through correspondence on February 23-24, 2026, counsel for McLaren communicated that McLaren does not oppose the Motion for final approval of the Settlement, and it takes no position on the requested fees, costs, and Service Awards.

WHEREFORE, Plaintiffs respectfully request that this Court grant the Motion and enter the proposed order submitted herewith.

Dated: February 25, 2026

Respectfully submitted,

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**Pro Hac Vice Application Forthcoming or Pending*

BRIEF IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

INTRODUCTION

The Parties' $14 million non-reversionary Settlement[1] is the product of a mediator's proposal made by one of the leading data breach mediators in the United States – Bennett G. Picker of Stradley Ronon LLP – following a hard fought, all-day mediation. It is an excellent result given the significant litigation risks faced by Plaintiffs, including those going to the merits of their claims, causation, damages, and class certification. This has been confirmed by the overwhelmingly positive response by Class Members to date: 36,803 claims have been filed, and not a single Class Member has objected. If the Settlement receives final approval, members of the Settlement Class will promptly receive the monetary payments and credit monitoring services made available to them. It will also resolve Plaintiffs' claims concerning two data breaches at McLaren (one that occurred during the summer of 2023, and the second which happened in the summer of 2024), and will result in the dismissal of this matter with prejudice.

Plaintiffs, by and through Interim Co-Lead Counsel ("Class Counsel"), now seek final approval of the Settlement and of the requested attorneys' fees, costs, and Service Awards. As discussed below, this result is supported by MCR 3.501(E), the *UAW* factors, the *Ramey* factors, and other cases that have approved comparable data breach settlements.

For the reasons that follow, this Court should approve Plaintiffs' Motion in full. McLaren, for its part, does not oppose Plaintiffs' Motion for final approval of the Settlement, and takes no position on Plaintiffs' request for attorneys' fees, costs and Service Awards.

[1] All capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement and release ("Settlement" or "S.A.") dated November 28, 2025. The Settlement and its exhibits, which was attached to the Motion for Preliminary Approval, is found on the Settlement Website (https://mhccsettlement.com/) and is also attached here as **Exhibit 1**.

FACTUAL BACKGROUND

I. PROCEDURAL HISTORY

The Motion for Preliminary Approval details the procedural history of this Action; to avoid duplication, Plaintiffs incorporate by reference the background set forth therein.[2]

A. The Mediation and Settlement Negotiations

The first of these cases was filed in the Eastern District of Michigan on October 5, 2023. After over protracted and arm's-length settlement negotiations, which included utilization of an expert, rounds of informal and pre-mediation discovery requests and responses, the exchange of mediation briefs, and a full day mediation with Mr. Picker, the Parties settled this litigation. See **Exhibit 2**, Joint Declaration of Class Counsel, ¶¶ 9-12. Class Counsel then drafted the Settlement Agreement and filed Plaintiffs' Motion for Preliminary Approval. *Id.* ¶ 14. Following entry of the Preliminary Approval Order on December 15, 2025, Class Counsel worked with McLaren's Counsel and the Settlement Administrator, Angeion Group LLC ("Angeion"), to implement the Notice program and the Claims process. This included drafting, reviewing and approving Notices, Claim Forms, and the Settlement Website. *Id.* ¶ 15. Class Counsel did all this work over the course of nearly two and a half years on a contingent fee basis, advancing all of the costs necessary to prosecute the claims with no guarantee that they would ever be reimbursed. *Id.* ¶ 16.

B. The Settlement Class and Settlement Consideration

The Settlement Class consists of approximately 2,793,965 individuals and is defined as:

> 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. [S.A. ¶ 1.42.]

[2] Class Members will be able to view the present Motion, along with Plaintiffs' Motion for Preliminary Approval, on the Settlement Website (https://mhccsettlement.com/important-documents). Class Counsel will cause the present Motion to be uploaded there following its filing.

The Settlement provides for a $14,000,000 non-reversionary Settlement Fund that will be used to pay for valid 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. S.A. ¶¶ 3.3, 3.4. The Settlement Fund will also be used to pay for Administrative Expenses, any taxes, and any Class Representative Service Awards, attorneys' fees, and costs. S.A. ¶ 3.9. 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. S.A. ¶ 2.1.

C. Reaction of Settlement Class Members to Date

Plaintiffs filed their motion for preliminary approval of the settlement on December 1, 2025. Following a hearing on December 15, 2025, the Court issued an Order granting Plaintiffs' Motion. Among other things, that Order authorized the dissemination of notice to the Settlement Class, established dates for the filing of claims, objections, and opt-outs, and scheduled a final approval hearing for April 21, 2026.

In accordance with the Preliminary Approval Order, Angeion disseminated Notice to the Settlement Class on January 29, 2026. See **Exhibit 3**, Angeion Declaration, ¶ 9. Class Members have until March 16, 2026 to file an objection or to request exclusion (i.e., to "opt out"). To date, there have been no objections filed, and, out of nearly 2.8 million Class Members, only thirteen opt outs (0.0004%) have been submitted.[3] *Id.* ¶ 21. And while the deadline to file claims is not

[3] Prior to the April 21 final approval hearing, Class Counsel will cause to be filed and posted to the Settlement Website, Angeion's Supplemental Declaration, which will include updated claims statistics and the list of Class Members who have timely excluded themselves from the Settlement. That list will also be included, following the hearing, as Exhibit 1 to the final approval order.

until April 29, 2026, there have already been 36,803 claims submitted. *Id.* ¶ 18.

ARGUMENT

There are two issues before the Court: whether to grant final approval to the Settlement, and whether to approve Plaintiffs' requests for attorneys' fees, costs, and Service Awards. As discussed below, Plaintiffs respectfully request that both should be answered in the affirmative.

I. The Court Should Grant Final Approval to the Settlement

Under Michigan law, a court must approve a class action settlement before it can be enacted.[4] See MCR 3.501(E). When applying MCR 3.501, Michigan courts consider federal cases construing Federal Rule of Civil Procedure 23 for guidance. See, e.g., *Zine v Chrysler Corp*, 236 Mich App 261, 287 n12 (1999); *Nowacki v Dep't of Corr*, 319 Mich App 144, 150 n4 (2017) ("When interpreting the Michigan Court Rules, a court may consider for its persuasive value federal precedent interpreting a similar federal rule."); *Henry v Dow Chem Co*, 484 Mich 483, 498 (2009) ("the rules governing class certification in MCR 3.501(A) very closely mirror the federal prerequisites for class certification found in [Rule] 23.").[5] Michigan law is clear that "[t]here is an overriding public interest in favor of settlements in class-action lawsuits." *Brenner v Marathon Oil Co*, 222 Mich App 128, 133 (1997). In granting final approval to a settlement, "the court must find that the settlement is 'fair, reasonable, and adequate.'" *Vassalle v Midland*

[4] Throughout, Plaintiffs cite to certain unpublished decisions due to a lack of published Michigan authority addressing class settlement approval. MCR 7.215(C)(l) ("If a party cites an unpublished opinion, the party shall explain the reason for citing it"). A single, unpublished, Michigan Court of Appeals case has closely examined the relevant factors here, and Plaintiffs attach that case for the Court's, and the Class's, review. See **Exhibit 5** hereto, *Adelman v Compuware Corp*, No. 333209, 2017 WL 6389899, at *l (Mich Ct App Dec 14, 2017), noting "the paucity of Michigan caselaw regarding class actions" in discussing the considerations for class settlement approval.

[5] "Because there is limited case law in Michigan addressing the [standards for approval of class action]," Michigan courts "refer to federal cases" for guidance. *Neal v James*, 252 Mich App 12, 15 (2002) (citing *Brenner*, 222 Mich App at 133).

Funding LLC, 708 F3d 747, 754 (CA 6, 2013) (quoting *UAW v Gen Motors Corp*, 497 F3d 615, 631 (CA 6, 2007)).

A. The Settlement is Fair, Reasonable and Adequate Under the *UAW* Factors.

The Sixth Circuit has identified seven so-called "*UAW* factors" for courts to consider when evaluating the fairness of a class action settlement:

> (1) the risk of fraud or collusion;
> (2) the complexity, expense and likely duration of the litigation;
> (3) the amount of discovery engaged in by the parties;
> (4) the likelihood of success on the merits;
> (5) the opinions of class counsel and class representatives;
> (6) the reaction of absent class members; and
> (7) the public interest. [*Poplar Creek Dev Co v Chesapeake Appalachia, LLC*, 636 F3d 235, 244 (CA 6, 2011) (citing *UAW*, 497 F3d at 632).]

As shown below, the Settlement in this case satisfies each of these factors.

First, there is no risk of collusion or fraud. "Courts presume the absence of fraud or collusion unless there is evidence to the contrary," *IUE-CWA v Gen Motors Corp*, 238 FRD 583, 598 (ED Mich 2006), and here, there is no evidence to the contrary. The Parties' interests are antagonistic to one another—Plaintiffs wanted to achieve the largest recovery possible, and McLaren wanted to settle for as little as possible. Joint Decl. ¶ 21. The Parties mediated the dispute at arm's length with a respected and qualified neutral. *Id.* ¶ 9. The outcome is McLaren's agreement to pay for the benefits claimed by Settlement Class Members, which includes the ability to claim a Documented Loss Payment, a Cash Fund Payment, and/or one year of Credit Monitoring and Identity Theft Protection. S.A. ¶¶ 3.3(a)-(b), 3.4. McLaren has also agreed to take steps to further secure its data systems and environments, an additional benefit to Plaintiffs and Settlement Class Members whose information remains in McLaren's possession. S.A. ¶¶ 2.1, 2.2; see also Joint Decl. ¶ 25. This is a strong result for this Class of roughly 2.8 million individuals.

Second, attempting to achieve a greater recovery through further litigation would have been

protracted and expensive. Joint Decl. ¶ 23; *IUE-CWA*, 238 FRD at 598. And, of course, there is no guarantee that this would have yielded a greater recovery—or any recovery at all. Complex class actions involving data privacy, such as the present case, are inherently risky. See, e.g., *Thomsen v. Morley Companies, Inc.*, 639 F Supp 3d 758, 770 (ED Mich 2022) (acknowledging substantial hurtles for data privacy cases at the pleading stage); *Moeller v Wk Publications, Inc*, 649 F Supp 3d 530, 543 (ED Mich 2023) (noting hurtles in obtaining class relief in a data privacy case). Substantial briefing on dispositive issues would have been required. See Joint Decl. ¶ 23. If Plaintiffs' claims survived a motion for summary disposition, the Parties would face motion practice on class certification, trial, and likely appeal. *Id.* In contrast, the Settlement here provides immediate, certain, and meaningful monetary relief.

Third, the Settlement was reached only after Plaintiffs had consulted with an expert, engaged in significant pre-mediation discovery with McLaren, and participated in arm's-length negotiations overseen by an experienced mediator.[6] Joint Decl. ¶¶ 9, 10; *Moeller*, 649 F Supp 3d at 541 (noting the benefit of use of neutral mediator). This *UAW* factor is satisfied even though the case resolved before reaching the phase where formal litigation discovery commenced. See *Ditsworth v P & Z Carolina Pizza*, No. 1:20-CV-00084-GNS, 2021 WL 2941985, at *3 (WD Ky July 13, 2021) ("'[T]he absence of formal discovery is not unusual or problematic, so long as the parties and the court have adequate information in order to evaluate the relative positions of the parties.'") (quoting *Wright v Premier Courier, Inc*, No. 2:16-CV-420, 2018 WL 3966253, at *4

[6] Mr. Picker's biography is available here: https://www.stradley.com/bennett-g-picker. See also *In re Philadelphia Inquirer Data Sec Litig*, No. CV 24-2106-KSM, 2025 WL 845118, at *1 (ED Pa March 18, 2025) (describing Mr. Picker as an "experienced mediator," and citing it as a factor that supports approval of a data breach settlement); *Bianucci v Rite Aid Corp*, No. CV 24-3356, 2025 WL 2166015, at *4 (ED Pa July 30, 2025) (describing Mr. Picker as "a well-respected mediator with experience in data breach class actions").

(SD Ohio August 17, 2018)); *see also In re Wawa, Inc Data Sec Litig*, No. CV 19-6019, 2021 WL 3276148, at *9, n4 (ED Pa July 30, 2021) (approving data breach class action settlement where no formal discovery was conducted, but "the parties have exchanged important informal discovery"). The Parties here had sufficient information to evaluate their respective positions and risk.

Fourth, litigating data breach class actions is particularly risky. See, e.g., *In re Citrix Data Breach Litig*, No. 19-cv-61350, 2021 WL 2410651, at *3 (SD Fla June 11, 2021) ("Data breach cases in particular present unique challenges with respect to issues like causation, certification, and damages."); *Fulton-Green v Accolade, Inc*, No. 18-cv-0274, 2019 WL 4677954, at *8 (ED Pa September 24, 2019) ("This is a complex case in a risky field of litigation because data breach class actions are uncertain and class certification is rare."). Absent a settlement, McLaren would have defended the case vigorously, moving to dismiss the case and contesting any attempt to certify a class certification. Joint Decl. ¶ 27. McLaren would likely argue, after lengthy and costly discovery and class certification briefing, that individual questions preclude class certification, and that a class action is not a superior method to resolve Plaintiffs' claims. Even if the Court did certify a class, McLaren would likely move to decertify, forcing additional delay and briefing. Risk, expense, and delay permeate such a process; the proposed Settlement eliminates that.

Fifth, Class Counsel and Plaintiffs believe the Settlement represents an excellent outcome for the Class. Joint Decl. ¶¶ 27, 43; *UAW*, 497 F3d at 631. The Settlement provides the opportunity for the Class to claim reimbursement for past documented losses, a flat cash payment, plus a year of credit monitoring and identity theft protection to protect against the possibility of future losses.

Sixth, the reaction of Settlement Class Members (see *UAW*, 497 F3d at 631) has been overwhelmingly positive. In most class action settlements, a small number of opt-outs and objections "are to be expected," and do not impact the Settlement's fairness. *In re Cardizem CD*

Antitrust Litig, 218 FRD 508, 527 (ED Mich 2003).[7] As Class Counsel and Plaintiffs anticipated, the Settlement Class has responded very favorably to the Settlement—of the roughly 2.8 million Settlement Class Members, none have objected, and only thirteen have opted to exclude themselves from the Settlement. Angeion Decl. ¶¶ 21-22. Further, as of February 23, 2026, 36,803 claims have been submitted. *Id*. ¶ 18. With the Claims Deadline running through April 29, 2026, Class Counsel anticipate the number of Claims will substantially increase.[8] Joint Decl. ¶ 34.

Finally, it is in the public's best interest to grant final approval to the Settlement negotiated by the Parties. *UAW*, 497 F3d at 631; see also *Brenner*, 222 Mich App at 133. Doing so provides an opportunity for the roughly 2.8 million individuals, primarily Michigan residents, to obtain real and certain relief within an expedited timeframe, while eliminating the potential of overloading Michigan courts with countless separate actions or protracted litigation. Joint Decl. ¶ 28.

B. The Class Should be Certified for Settlement Purposes

The Court should also certify the Settlement Class for purposes of settlement. Michigan courts "have broad discretion to determine whether a class will be certified." *Henry*, 484 Mich at 504. And a court may approve certification of a class "in cases where the facts necessary to support [certification] are uncontested or admitted by the opposing party." *Michigan Ass'n of Chiropractors v Blue Care Network of Michigan, Inc*, 300 Mich App 577, 587 (2013).

The Court has previously found the MCR 3.501(A)(l) numerosity, commonality, typicality, adequacy, and superiority requirements are met for settlement purposes. See Prelim Approval

[7] See also *Olden v Gardner*, 294 F App'x 210, 217 (CA 6, 2008) (inferring that most "class members had no qualms" with settlement where 79 out of 11,000 class members objected); *Hanlon v Chrysler*, 150 F3d 1011, 1027 (CA 9, 1998) ("[T]he fact that the overwhelming majority of the class willingly approved the offer and stayed in the class presents at least some objective positive commentary as to its fairness.").

[8] As noted in footnote 3 above, prior to the Final Approval Hearing, Plaintiffs will cause to be filed a Angeion's Supplemental Declaration, which will provide a full updated accounting.

Order. As previously found: for *numerosity*, there are nearly 2.8 million Class Members; for *commonality*, all claims turn on the sufficiency of McLaren's data security measures; for *typicality*, all Class Members allege that their Private Information was compromised as a result of McLaren's conduct; for *adequacy*, the Class Representatives have vigorously pursue the interests of the Class through qualified, competent counsel; and, for *superiority*, one combined adjudication of an action is vastly more efficient than millions of individual actions.

Nothing has changed since Preliminary Approval to impact the satisfaction of those requirements; if anything, the strength of the Settlement has been bolstered by the fact that, to date, there have been *no* objections to the Settlement in contrast to the submission of 36,803 Claim Forms to date, with almost two months remaining to submit Claims. See Angeion Decl. ¶¶ 18, 22.

C. The Notice Plan Satisfied Due Process

Finally, the Court must be satisfied that Settlement Class Members were provided with "[r]easonable notice." MCR 3.501(C)(4)(a). As set forth in the accompanying Declaration, Angeion estimates that direct notice was successfully delivered to 2,560,912 Class Members, representing a reach of 95.96% of the individuals who Angeion was able to attempt to send Notice.[9] Angeion Decl. ¶ 24. This is well within the range that courts have found to be sufficient in this context. See Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, at 3 (2010), www.fjc.gov/sites/default/files/2012/NotCheck.pdf ("A high percentage [of the class] (e.g., between 70-95%) can often reasonably be reached by a notice campaign."); *see also In re Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litig*, 527 F Supp 3d 269, 273 (EDNY 2021) (citation

[9] Angeion received insufficient information for certain individuals and so were unable to attempt to send notice to them. Angeion Decl. ¶ 4.

omitted) (observing that "a notice plan that reaches between 70 and 95 percent of the class is reasonable," and endorsing a notice plan with 80% expected reach). The content of the Notice also contained all of the information required by MCR 3.501(C)(5), and was written with clear and concise language.

II. The Court Should Approve the Requested Attorney Fees, Costs, and Service Awards

A. The Requested Attorney Fee Amount is Reasonable and Consistent with Awards Approved in Similar Cases

The Settlement Class received Notice that Plaintiffs and Class Counsel would be requesting the Court's approval of attorneys' fees and costs and Service Awards for the Class Representatives. To date, no Settlement Class Member has objected. Angeion Decl. ¶ 22.

1. The Court Should Utilize the Percentage of the Fund Method in Evaluating the Reasonableness of the Fee Request.

As provided for in section 9.1 of the Settlement Agreement, Plaintiffs seek one-third of the $14 million common fund created as part of the Settlement, or $4,666,666.67. It is well established that counsel who perform common benefit work resulting in recovery of a common fund are entitled to compensation for those services from the fund. The U.S. Supreme Court has held:

> This Court has recognized consistently that a litigant or lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole . . . The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigant's expense. Jurisdiction over the fund involved in the litigation allows a court to prevent . . . inequity by assessing attorney's fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit. [*Boeing Co v Van Gemert*, 444 US 472, 478 (1980).]

Michigan Courts have also long recognized the "common-fund exception provides for an award of attorney fees to a party that, alone, has borne the expenses of litigation that created or protected a common fund for the benefit of others as well as itself." *In re Attorney Fees of Kelman, Loria, Downing, Schneider & Simpson*, 406 Mich 497, 503-504 (1979); *Amerisure Ins Co v Folts*,

181 Mich App 288, 291 (1989). Attorneys' fees awarded from a common fund shall be based upon a reasonable percentage of the fund established for the benefit of the class. *Gascho v Global Fitness Holdings, LLC*, 822 F3d 269, 282 (CA 6, 2016). The value created by Class Counsel is enhanced in a case like this one where the Settlement creates a non-reversionary common fund.

Here, Class Counsel's efforts have created tremendous value in the form of a $14,000,000 common fund from which Settlement Class Members may claim cash payments and credit monitoring benefits. *None* of this money will ever revert back to McLaren. See S.A. 3.11. Class Counsel should be compensated for the results they achieved and the risk and expense that they have borne. Joint Decl. ¶ 48. "Consumer class actions, furthermore, have value to society more broadly, both as deterrents to unlawful behavior—particularly when the individual injuries are too small to justify the time and expense of litigation—and as private law enforcement regimes that free public sector resources." *Gascho*, 822 F3d at 287.

In considering the reasonableness of a fee, the "percentage of the fund method has a number of advantages: it is easy to calculate; it establishes reasonable expectations on the part of plaintiffs' attorneys as to their expected recovery; and it encourages early settlement, which avoids protracted litigation." *Rawlings v Prudential-Bache Properties, Inc*, 9 F3d 513, 516 (CA 6, 1993). Further, the percent-of-the-fund method best replicates the *ex-ante* market value of the services that Class Counsel provided the Settlement Class, contingent fee percentage of recovery. See *Fournier v PFS Invs, Inc*, 997 F Supp 828, 831-832 (ED Mich 1998).

In contrast, courts have addressed the many shortcomings of the lodestar method "for being too time-consuming of scarce judicial resources." *Rawlings*, 9 F3d at 516. "District courts must pore over time sheets, arrive at a reasonable hourly rate, and consider numerous factors in deciding whether to award a multiplier." *Id.* at 516-517. And "[w]ith the emphasis it places on the number

of hours expended by counsel rather than the results obtained, it also provides incentives for overbilling and the avoidance of early settlement." *Id.* at 517.[10]

Notably, several recent Michigan federal cases have awarded attorneys' fees based solely on the percentage of the fund method, and without resorting to a lodestar analysis. *In re Wright & Filippis, LLC Data Sec Breach Litig*, No. 2:22-CV-12908-SFC, 2024 WL 3083437, at *1 (ED Mich June 20, 2024) (granting final approval to fee request based on percentage of the fund); *In re Henry Ford Health Sys Data Sec Litig*, No. 2:23-CV-11736-GAD, 2024 WL 4602705, at *5 (ED Mich October 29, 2024) (same); *Pratt v KSE Sportsman Media, Inc*, No. 1:21-CV-11404, 2024 WL 113755, at *3 (ED Mich January 10, 2024) (same); *Thomsen v Morley Companies, Inc*, No. 1:22-CV-10271, 2023 WL 3437802, at *3 (ED Mich May 12, 2023) (same); *In re Hope Coll Data Sec Breach Litig*, No. 1:22-CV-01224, 2024 WL 2268559 (WD Mich May 20, 2024) (same).

As for the amount, courts throughout the Sixth Circuit have repeatedly found that fee requests in the range of 33-35%, as Class Counsel requests here, to be reasonable. See *Strano v Kiplinger Washington Eds, Inc*, 649 F Supp 3d 546, 558 (ED Mich 2023) (approving request for fees and costs of 35%); *Morley*, 2023 WL 3437802, at *3 (approving 33% fee request in a data breach case where the class counsel secured a non-reversionary settlement fund with similar claim options as those here); see also *In re Hope Coll*, 2024 WL 2268559, at *5 (approving fee for 1/3 of the settlement fund); *In re Wright & Filippis* (same); *In re Henry Ford* (same).

Other courts from across the country have likewise approved a fee of 1/3 of the settlement fund in other data breach settlements. See, e.g., *In re Onix Grp, LLC Data Breach Litig*, 2024 WL

[10] See also *In re Activision Sec Litig*, 723 F Supp 1373, 1378 (ND Cal 1989) (finding that applying the lodestar method "does not achieve the stated purposes of proportionality, predictability and protection of the class. It encourages abuses such as unjustified work and protracting the litigation. It adds to the work load of already overworked district courts. In short, it does not encourage efficiency, but rather, it adds inefficiency to the process.")

5107594, at *14 (ED Pa Dec. 13, 2024) (approving a 33% fee in a data breach settlement, and recognizing that "courts regularly approve fee awards around this size"); *Barletti v Connexin Software, Inc*, No. 2:22-CV-04676-JDW, 2024 WL 1096531, at *6 (ED Pa March 13, 2024) ("contingent fee requests of [one-third of the common fund] [are recognized] as "squarely within the range of awards found to be reasonable") (cleaned up; citations omitted); *In re Philadelphia Inquirer Data Sec Litig*, 2025 WL 845118, at *14 ("class counsel requests 33.33% of the distribution to the class, which tracks the median attorneys' fees in class actions") (citations omitted); *Ramirez v The Paradies Shops, LLC*, No. 1:21-cv-03758-ELR (N.D. Ga. July 24, 2025) (Doc. No. 59) (awarding 1/3 of data breach settlement fund); *In re Equifax Inc Customer Data Sec Breach Litig*, 999 F3d 1247, 1281 (CA 11, 2021) (recognizing that the "average percentage award in the Eleventh Circuit is roughly one-third"); *In re Fortra File Transfer Software Data Sec Breach Litig*, 794 F Supp 3d 1203, 1224 (SD Fla 2025) (same).

2. The *Ramey* Factors Confirm the Reasonableness of the Requested Fee.

Application of the Sixth Circuit's *Ramey* factors further supports the reasonableness of the requested attorneys' fee award. See *Ramey v Cincinnati Enquirer, Inc*, 508 F2d 1188, 1196 (CA 6, 1974). Those factors are: (1) value of benefit to the class; (2) society's stake in rewarding attorneys who produce settlement's benefits, to maintain an incentive to others; (3) whether work was performed on a contingent basis; (4) complexity of litigation; (5) skill and standing of counsel on both sides; and (6) value of legal services performed on an hourly basis. *Id.*; *Gascho*, 822 F3d at 280 (describing *Ramey* factors as "germane" to fee inquiry); *Moulton v US Steel Corp*, 581 F3d 344, 352 (CA 6, 2009).

a. Class Counsel Secured a Valuable Benefit for the Class Given the Risks

"The primary factor in determining a reasonable fee is the result achieved on behalf of the class." *In re Delphi*, 248 FRD 483, 503 (ED Mich 2008); *Hensley v Eckerhart*, 461 US 424, 436

(1983) ("[T]he most critical factor is the degree of success obtained."). Here, the Settlement provides for a $14,000,000 Settlement Fund from which Settlement Class Members may claim benefits. This gross recovery, which amounts to roughly $5.01 per Class Member,[11] is an excellent result for the Class, and compares favorably to similar settlements which have been approved by courts in Michigan and around the country. See, e.g., *In re Wright & Filippis*, 2024 WL 3083437, at *2 ($2,900,000 settlement fund approved for 787,766 class members, or $3.68 gross per person).[12] This is a particularly strong result given that the Plaintiffs here did not have a claim available to them that would have provided them with statutory damages had they prevailed. Cf., *Gershfield v TeamViewer US, Inc*, No. SACV2100058CJCADSX, 2021 WL 839158, at *2 (CD Cal March 4, 2021) (recognizing that under California's Consumer Privacy Act, California residents can recover statutory damages of up to $750 for certain privacy violations).

b. The Societal Stake in Complex Consumer Litigation

Society has a robust stake in rewarding attorneys who produce the type of benefits achieved by the Settlement. See *In re Cardizem*, 218 FRD at 533 ("Encouraging qualified counsel to bring inherently difficult and risky but beneficial class actions . . . benefits society."); *Gascho*, 822 F3d at 287 ("Consumer class actions . . . have value to society . . . as private law enforcement regimes that free public sector resources."). Moreover, "[e]conomic reality dictates that petitioner's suit proceed as a class action or not at all." *Eisen v Carlisle & Jacquelin*, 417 US 156, 161 (1974) (where each plaintiff sought only $70). Citizens as a whole benefit when consumer rights are

[11] $14,000,000 / 2,793,965 Settlement Class Members = $5.01 per Settlement Class Member.
[12] See also *Summers v Sea Mar Community Health*, No. 22-2-00773-7 SEA (King Cnty WA) ($4,400,000 Settlement fund for 1.5 million class members, $3.66 per class member); *In re Post Meds Inc*, No. 4:23-cv-05710-HSG (ND Cal) ($7,500,000 fund for 2,004,848 class members, $3.74 per class member); *Kleeberg v St Josephs/Candler*, No. STCV21-01638 (Chatham Cnty GA) ($3,000,000 settlement fund for 1.2 million class members, $2.50 per class member).

protected, and so there is a strong interest in incentivizing litigation such as here.

As noted, the Notice states Class Counsel would seek one third of the Settlement Fund in attorneys' fees and costs and, to date, no Class Members have objected to the proposed fee award. Angeion Decl. ¶ 22. "The Class's overwhelming favorable response lends further support to the conclusion that the requested fee award is fair and reasonable." *In re Delphi*, 248 FRD at 504; *Hensley*, 461 US at 437 (noting negotiated, agreed upon attorneys' fees, such as that in Settlement Agreement here at ¶ 9.1, are the ideal toward which litigants should strive).

c. Class Counsel Have Pursued This Case on a Contingent Basis, Assuming Significant Risk

Class Counsel's willingness to undertake this litigation on a contingent basis, investing significant time, effort, money, and other resources without any guarantee of compensation or reimbursement, supports the reasonableness of the requested fees. See *In re Cardizem*, 218 FRD at 533. "No one expects a lawyer whose compensation is contingent upon his success to charge, when successful, as little as he would charge a client who in advance had agreed to pay for his services, regardless of success." *City of Detroit v Grinnell Corp*, 495 F2d 448, 470 (CA 2, 1974)).

Given the significant litigation risks faced by Plaintiffs and the Class, success on the merits was far from certain. Joint Decl. ¶¶ 18-19. Cognizant of the risks of nonrecovery and thus nonpayment for their services, Class Counsel nonetheless embarked on a fact-intensive investigation of McLaren's data collection and sharing practices, filing multiple complaints and amended complaints, engaged and paid for expert services, engaged in rounds of extensive informal discovery (including the exchange of pre-mediation discovery mediation briefs), and spent a substantial amount of time negotiating formally and informally with defense counsel. *Id.* ¶ 35. Throughout this time, Class Counsel bore significant financial responsibility for the litigation, including the cost of mediation, among other substantial litigation costs. *Id.* Due to the

extensive investment of time required to properly prosecute this matter, Class Counsel were forced to forgo pursuing other matters they otherwise would have taken on. *Id.*

The requested attorneys' fee award, if approved, will reasonably compensate Class Counsel for assuming the aforementioned risks and embarking on lengthy, time-consuming, and expensive litigation for the Settlement Class's benefit. See *In re Cardinal Health Inc Sec Litig*, 528 F Supp 2d 752, 766 (SD Ohio 2007) (holding contingency factor "stands as a proxy for the risk that attorneys will not recover compensation for the work they put into a case").

d. The Complexity of the Litigation Supports the Requested Fee Award

The complexity of the litigation also confirms the reasonableness of the requested fee award. See *In re Cardizem*, 218 FRD at 533. "Class actions are inherently complex." *In re Telectronics Pacing Sys, Inc*, 137 F Supp 2d 985, 1013 (SD Ohio 2001). This case is no exception, as it involved multiple layers of factual and legal complexity. Joint Decl. ¶ 23. Indeed, "[d]ata breach cases, by their nature, often raise difficult and often novel issues." *Morrison v Entrust Corp*, No. 23-cv-415 (ECT/ECW), 2024 US Dist LEXIS 86514, at *19 (D Minn May 14, 2024); see also *In re Wawa, Inc Data Sec Litig*, 2024 WL 1557366, at *20 (ED Pa April 9, 2024) ("Data breach litigation is inherently complex."); *In re Equifax Inc Customer Data Sec Breach Litig*, 2020 WL 256132, *15 (ND Ga, March 17, 2020) (in data breach, "[t]he law . . . remains uncertain and the applicable legal principles have continued to evolve").

Data privacy cases like this one have been dismissed at the pleading stage. See, e.g., *In re Grede Holdings LLC Data Breach Litig*, No. 25-CV-10831, 2026 WL 396292 (ED Mich February 12, 2026) (motion to dismiss granted in data breach class action); *In re TD Ameritrade Account Holder Litig*, 2011 WL 4079226, at *14 (ND Cal September 13, 2011) ("many [data breach class actions] have been dismissed at the pleading stage"); see also *In re Blackbaud, Inc, Customer Data*

Breach Litig, 2024 WL 2155221 (DSC May 14, 2024) (denying class certification in data breach action after concluding proposed classes not ascertainable). Maintaining class certification is also often equally challenging. See, e.g., *Marriott Int'l Inc Customer Data Sec Breach Litig*, 78 F4th 677 (CA 4, 2023) (decertifying classes); *Gordon v Chipotle Mexican Grill, Inc.*, No. 17-CV-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019) ("Data breach cases such as the instant case are particularly risky, expensive, and complex, . . . and they present significant challenges to plaintiffs at the class certification stage.") (internal citations omitted).

The above and other cases confirm the case was complex, and Plaintiffs faced real risks.

e. The Parties Are Both Represented by Skilled Counsel

The skill of Class Counsel and McLaren's Counsel also validates the reasonableness of the requested fee award. Class Counsel have significant experience litigating actions of similar size, scope, and complexity and serving as Class Counsel for hundreds of data privacy cases nationwide. Joint Decl. ¶ 49. Class Counsel faced highly experienced and skilled defense counsel (see, e.g., *Grede*, above), who made clear that, but for the Settlement, McLaren would continue to deny liability. *Id.* See also *In re Delphi*, 248 FRD at 504 ("The quality of opposing counsel also is important to evaluate."). "The ability of [counsel] to negotiate a favorable settlement in the face of formidable legal opposition further evidences the reasonableness of the fee award requested." *Id.* This factor weighs heavily in favor of approving the requested Fee Award.

f. The Value of the Legal Services Performed on an Hourly Basis

The final factor considers the value of the legal services performed on an hourly basis, also known as counsel's "lodestar." See *Isabel v City of Memphis*, 404 F3d 404, 415 (CA 6, 2005). As discussed above, here, the percentage-of-the-fund, not the lodestar method, is the appropriate method for computing attorneys' fees. See, e.g., *In re Flint Water Cases*, 583 F Supp 3d 911, 953

(ED Mich 2022) (lodestar cross-check optional); *In re Delphi*, 248 FRD at 503 (focusing on the application of percentage-of-the-fund-method in lieu of addressing *Ramey* factor related to "the value of the services on an hourly basis").

As noted, the Class is represented by highly experienced counsel with national practices in this specialized area of the law. Joint Decl. ¶ 49. Class Counsel expended significant time on this Action and will continue to incur time through and after the Final Approval Hearing to ensure the Settlement is properly administered. *Id.* ¶ 40. Class Counsel's adequacy is demonstrated by their efficient resolution of Plaintiffs' claims, securing meaningful financial benefits and the opportunity to claim credit monitoring to help prevent against potential future losses resulting from the potential exposure of Settlement Class Members' Private Information. *Id.* ¶ 51.

Courts recognize the necessary incentive for class attorneys to pursue risky class actions on a contingency basis and so routinely evaluate this factor not as the value of the services on an hourly basis, but rather, their value in the marketplace. See *Pinto v Princess Cruise Lines, Ltd*, 513 F Supp 2d 1334, 1340-1341 (SD Fla 2007) ("The percentage method of awarding fees in class actions is consistent with, and is intended to mirror, practice in the private marketplace where attorneys typically negotiate percentage fee arrangements with their clients . . . In private litigation, attorneys regularly contract for contingent fees between 30% and 40% directly with their clients."). As such, the fee requested by Class Counsel (i.e., 1/3 of the Settlement Fund) is in line with that in the private marketplace. Thus, Class Counsel's requested fee is consistent with the value of the services performed and should be awarded.

B. Plaintiffs' Litigation Costs Should Also be Approved

Plaintiffs also seek the recovery of the costs and expenses they incurred in prosecuting this case pursuant to section 9.1 of the Settlement Agreement, which provides that they may petition

the Court for the payment of up to $50,000. "Expense awards are customary when litigants have created a common settlement fund for the benefit of a class." *In re Delphi*, 248 FRD at 504.

As summarized in the chart below, and as attested to the Joint Declaration, Plaintiffs' Counsel have incurred reasonable litigation costs in the amount of $40,362.14, as of the filing of this Motion. Joint Decl. ¶ 53. Plaintiffs seek to recover these costs incurred to date.

COST/EXPENSE CATEGORY	AMOUNT INCURRED
Filing Fees/Admissions/Pacer/Service Fees	$7,769.30
Printing/Mailing/Courier Services	$1,619.98
Legal Research	$619.31
Mediation	$12,000.00
Experts	$9,582.38
Travel/Meals/Parking	$4,771.70
Website Marketing Fees	$3,999.47
TOTAL:	$40,362.14

As with billable time, these costs were advanced by Plaintiffs' Counsel with no guarantee of ever being recovered. Plaintiffs' Counsel are entitled to reimbursement for these reasonable and necessary costs. See *Bianucci*, 2025 WL 2166015, at *10 (approving $40,697.43 in expenses in a data breach case, which included costs for "legal research, photocopying, and court fees").

C. Plaintiffs Seek Reasonable Service Awards

Finally, the proposed Service Awards of $1,500.00 to each of the eleven Plaintiffs for their service as Class Representatives is reasonable. This is well within the range of service awards approved in Michigan courts, and is especially appropriate where the Plaintiffs actively assisted with the litigation. Joint Decl. ¶¶ 43-44; see also *Thomsen*, 639 F Supp 3d at 766 (approving $1,500 service awards to plaintiffs who "participated actively"); *Kimble v First Am Home Warranty Corp*, No. 23-10037, 2024 WL 3325705, at *9 (ED Mich July 8, 2024) (approving $5,000 service award in data privacy case); *Kain v Economist Newspaper NA, Inc*, No. 21-CV-11807, 2023 WL 2541318, at *1 (ED Mich March 16, 2023) (same). These awards would

compensate Plaintiffs for the time they dedicated to the prosecution of the Action for the benefit of the Class, and for the risk that their time spent may amount to no compensation whatsoever.

Courts recognize the importance of class actions and the need for a commensurate award. See *Hadix v Johnson*, 322 F3d 895, 897-898 (CA 6, 2003) (courts are permitted to approve service awards as "efficacious ways of encouraging members of a class to become class representatives and rewarding individual efforts taken on behalf of the class"). Plaintiffs provided important information to investigate the allegations and assisted Class Counsel in pursuing those claims, overseeing their counsel's actions and ultimately approving the Settlement terms. Joint Decl. ¶¶ 43-44. Thus, the request for Service Awards to Plaintiffs should be granted.

CONCLUSION

Plaintiffs respectfully request that the Court grant final approval to the Settlement and Plaintiffs' request for attorneys' fees, costs, and Service Awards. A proposed order is submitted herewith as **Exhibit 4**.

Dated: February 25, 2026

Respectfully submitted,

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**Pro Hac Vice Application Forthcoming*

CERTIFICATE OF SERVICE

I hereby certify that on February 25, 2026, I caused the foregoing document(s) to be filed via UPS Next-day Air delivery to the Court, and notified all counsel of record authorized to receive such filings via email.

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/s/ Emily E. Hughes
Emily E. Hughes

INDEX OF EXHIBITS

Exhibit 1: Settlement Agreement

Exhibit 2: Joint Declaration of Class Counsel

Exhibit 3: Angeion Declaration

Exhibit 4: Proposed Final Approval Order

Exhibit 5: *Adelman v Compuware Corp, No. 333209, 2017 WL 6389899, at *l (Mich Ct App Dec 14, 2017)*

Exhibit 1

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, Tamyra 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 themself 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
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

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

Dated: November 24, 2025

DocuSigned by:
594889F6C1D1456...

Kayle Gries
Plaintiff

Dated: November 25, 2025

Janise Norwood
Plaintiff

Dated: November 24, 2025

Melissa L Porter
box SIGN 1R9JKKWW-1X9VYQZ5

Melissa Porter
Plaintiff

Dated: November 24, 2025

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

Jamie McSkulin
Plaintiff

Dated: November 26, 2025

Tamyra Ejuan Wells
Plaintiff

Dated: November 25, 2025

Ashley Beasley
Plaintiff

Dated: November 24, 2025

Kyle Turri
Plaintiff

Dated: November 25, 2025

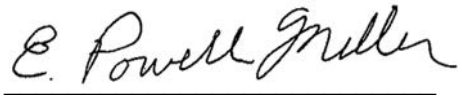
Janie Montgomery (Nov 24, 2025 21:49:08 EST)

Janie Montgomery
Plaintiff

Docusign Envelope ID: 90E0CBB2-60E8-4CA3-B657-D236AD2E0F27

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

Dated: 11/25/2025

Signed by:
Gregory R. Lane
07F56824DBA8461...
Gregory R. Lane
On Behalf of Defendant McLaren Health Care Corporation

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.

This Claim Form may be submitted online at 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:

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)
○ Unreimbursed fraud losses or charges	/ / (mm/dd/yy)	$.	*Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges*
○ Professional fees incurred in connection with identity theft or falsified tax returns	/ / (mm/dd/yy)	$.	*Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return*
○ Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax	/ / (mm/dd/yy)	$.	*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*

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)
return filing			
○ Credit freeze	/ / (mm/dd/yy)	$.	*Examples: Notices or account statements reflecting payment for a credit freeze*
○ 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	/ / (mm/dd/yy)	$.	*Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services*
○ Miscellaneous expenses such as notary, fax, postage, copying, and mileage	/ / (mm/dd/yy)	$.	*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*
○ Other (provide detailed description)	/ / (mm/dd/yy)	$.	*Please provide detailed description below or in a separate document submitted with this Claim Form.*

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»

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

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**. 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 or by calling toll free 1-800-xxx-xxxx.

NAME: «NAME

ADDRESS: «ADDRESS

CLAIM FORM

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 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, call toll-free 1-XXX-XXX-XXXX or scan the QR Code:

QR Code

_____

_____

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.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
FILE A CLAIM FORM **SUBMITTED OR POSTMARKED BY: MONTH DD, 20YY**	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.
EXCLUDE YOURSELF FROM THIS SETTLEMENT **POSTMARKED BY: MONTH DD, 20YY**	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.
OBJECT TO OR COMMENT ON THE SETTLEMENT **POSTMARKED BY: MONTH DD, 20YY**	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.
GO TO THE "FINAL APPROVAL" HEARING **DATE: MONTH DD, 20YY**	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 not required to attend the Final Approval Hearing.

DO NOTHING	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, Tamyra 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, or call the Settlement Administrator's toll-free number at 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

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?

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.xxxxxxxxx.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.xxxxxxxxxxx.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.xxxxxxxxxxx.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.xxxxxxxx.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.xxxxxxxxx.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,

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 themself 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

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 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, by calling toll-free 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**

E. Powell Miller (P39487)
Emily E. Hughes (P68724)
THE MILLER LAW FIRM
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Additional Plaintiffs' Counsel

**Pro Hac Vice Application Forthcoming*

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

c. If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any

payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

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

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

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

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

in connection with the Settlement shall become null and void and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. In this event, the Settlement and all negotiations and proceedings related to it shall be deemed to be without prejudice to the rights of the Parties, who shall be restored to their respective positions as of the date and time immediately preceding the execution of the Settlement.

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

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

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

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

30. **Minor Settlement Modifications.** The Parties are authorized, without further approval from the Court, to agree to adopt minor amendments and modifications of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

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

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

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

IT IS SO ORDERED on _____, 2025.

_____
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*

[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, Tamyra 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

_____
HONORABLE B. CHRIS CHRISTENSON
CIRCUIT COURT JUDGE

Exhibit 2

STATE OF MICHIGAN
7th JUDICIAL CIRCUIT
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,

Plaintiffs,

v.

McLaren Health Care Corporation,

Defendant.

Case No. 24-121459
Hon. B. Chris Christenson

CLASS ACTION
JURY TRIAL DEMANDED

JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

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Additional Plaintiffs' Counsel

**Pro Hac Vice Application Forthcoming*

JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

1. This Declaration is authored and submitted jointly by Proposed Class Counsel in the above-captioned matter: E. Powell Miller of The Miller Law Firm, P.C., Gary Klinger of Milberg, PLLC, and Benjamin F. Johns of Shub Johns & Holbrook LLP (collectively "Class Counsel" and "Declarants").

2. Declarants have personal knowledge of the matters stated herein. If called as a witness, each Declarant could and would testify truthfully and competently thereto under oath.

3. Declarants, Class Counsel, are Co-Lead Counsel for Plaintiffs and the Settlement Class in this Action. They submit this Declaration in Support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and for Attorneys' Fees, Costs, and Service Awards ("Motion for Final Approval").

4. This Declaration includes a brief discussion of the history of this litigation as well as Proposed Class Counsel's professional qualifications and support for the fees requested herein.

Background and Procedural History

5. This Action arises from two data security incidents, the first occurring between July 28, 2023, and August 23, 2023 (the "2023 Data Breach"), and the second occurring between July 17, 2024, and August 3, 2024 (the "2024 Data Breach", collectively the "Data Breaches").

6. Following the 2023 Data Breach, certain plaintiffs filed suit against McLaren in the United States District Court for the Eastern District of Michigan. The first case, *Cheryl Drugich v. McLaren Health Care Corporation*, Case No. 4:23-cv-12520-MFL, was filed on October 5, 2023. Other cases followed, and the related cases were ultimately consolidated into *Drugich* on April 2, 2024, with the Court also appointing The Miller Law Firm, P.C., Milberg, PLLC, and Shub Johns & Holbrook LLP as Interim Co-Lead Class Counsel.

7. Following the 2024 Data Breach, certain plaintiffs filed suit against McLaren in this Circuit Court. On November 1, 2024, this Court consolidated the Actions together into the present Action and appointed the same interim lead counsel as in *Drugich*.

8. On December 5, 2024, Plaintiffs filed a Master Consolidated Complaint, and thereafter this case was stayed per the Court's November 1, 2024 Order.

9. The Parties thereafter engaged in informal settlement discussions and ultimately agreed to participate in a formal private mediation with Bennett Picker, Esq. of Stradley Ronon LLP. Mr. Picker is a well-respected mediator who has mediated numerous similar class-action disputes. The arms-length mediation took place on September 11, 2025.

10. Prior to the mediation, the Parties drafted and exchanged mediation statements and exchanged informal pre-mediation discovery, so that the Parties would be able to better understand the landscape of this case, including each Party's legal claims, potential defenses, and damages.

11. McLaren ultimately identified 2,793,965 members of the Settlement Class who

may have cumulatively been impacted by the 2023 Data Breach and/or the 2024 Data Breach.

12. The Parties were unable to resolve this matter at the conclusion of the September 11, 2025 all-day mediation session. Though, the session concluded with mediator Picker making a double-blind mediator's proposal.

13. Following nearly a week of the Parties' debating the mediator's proposal, on September 17, 2025, Mr. Picker informed the Parties that both Parties had accepted the proposal.

14. Over the next few months, the Parties worked to finalize the terms of the Settlement Agreement (attached as Exhibit 1 to Plaintiffs' Motion for Preliminary Approval). This document was signed on November 25, 2025.

15. Following Preliminary Approval, Class Counsel worked with McLaren's Counsel and the Settlement Administrator, Angeion Group LLC ("Angeion"), to implement the Notice program and the Claims process, including reviewing and approving the Notices, Claim Forms, and the Settlement Website, and addressing Settlement Class Member inquiries on an ongoing basis.

16. Class Counsel did all of this work over the course of nearly two and a half years on a contingent fee basis, advancing all of the costs necessary to prosecute the claims with no guarantee that they would be reimbursed.

17. The Settlement terms that are summarized in the Motion for Final Approval and detailed in the Agreement, in our view as experienced class action counsel, are fair, reasonable, and adequate, and in the best interests of the Settlement Class, thus, supporting Final Approval.

Facts Supporting Final Approval

18. Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay. Class Counsel believe the

claims asserted are meritorious and Plaintiffs would prevail if this matter proceeded to trial. Defendant denies any wrongdoing whatsoever and disputes that it committed any wrongful act, omission, or violation of law or duty alleged in the Action and believes it would have prevailed at summary judgment and/or trial.

19. Nonetheless, taking into account the uncertainty, risks, and expense inherent in any litigation, McLaren has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement.

20. The Settlement was reached with no risk of collusion or fraud, and is the product of good-faith, informed, extensive, and arm's-length negotiations by and between experienced attorneys who are familiar with class action litigation and with the legal and factual issues at the center of the Action.

21. The Parties' interests are antagonistic to one another—Plaintiffs wanted to achieve the largest recovery possible and McLaren wanted to settle for as little as possible.

22. And the Settlement was reached with the assistance and oversight of a neutral mediator, Mr. Picker, who is experienced in mediating cases with similar facts.

23. The complexity, expense, and likely duration of litigation means attempting to achieve a greater recovery through further litigation would have been risky, expensive, and delayed. Even if Plaintiffs succeeded on dispositive motion practice, the Parties would face additional motion practice on competing summary disposition motions for the certified litigation classes and, if those motions did not result in a final order on classwide liability and damages, the Parties would face a trial, following which an appeal would be likely. That would all take considerable time and expense and certainly delay and potentially eliminate recovery for the

Settlement Class. The case involved multiple layers of factual and legal complexity that would have required extensive litigation.

24. Class Counsel and the Class Representatives believe the Settlement represents an excellent outcome for the Settlement Class. The Settlement Agreement provides for Class Members to receive meaningful monetary and non-monetary relief.

25. If the Settlement is finally approved, each Settlement Class Member 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. Additionally, Plaintiffs have also secured McLaren's confirmation of undertaking reasonable steps to further secure its systems and environments, an additional benefit to Plaintiffs and Settlement Class Members whose information remains in McLaren's possession.

26. Though Settlement Class Members have a right to object, as Class Counsel foreshadowed at the Preliminary Approval stage, the Settlement Class has responded very favorably to the Settlement, and there have been no objections received to date.

27. Absent a settlement, McLaren would have defended the case vigorously, contested class certification, and most likely moved for summary disposition, and later for summary judgment, as necessary. In Class Counsel's experience and informed judgment, the Settlement represents an excellent recovery and the benefits of the Settlement outweigh the risks and uncertainties of continued litigation, including, the risks, time, and expenses associated with completing a trial and any appellate review.

28. The traditional means for handling claims like those at issue here would tax the court system; require a massive expenditure of public and private resources; and, given the relatively small value of the claims compared to the cost of individual lawsuits by class members,

would be impracticable. Thus, the Settlement is the best vehicle for Settlement Class Members, the vast majority of which are Michigan residents, to receive the relief in a prompt and efficient manner.

Notice Program, Notices, Claim Forms, and Claims Process

29. Angeion, a well-respected and reputable third-party class action settlement administrator, is the Court-approved Settlement Administrator. Angeion was selected following a competitive bidding process.

30. Angeion has ably served as the Settlement Administrator to oversee and implement the Settlement's Notice Program and Claims process and will continue to work with Defendant and Class Counsel to ensure Valid Claims are paid.

31. The Notice Program detailed in the Motion for Final Approval, Settlement Administrator's declaration, and the Agreement informed the Settlement Class of the Settlement's substantive terms.

32. The Notice Program was designed to satisfy MCR 3.501(C) and constitutional due process requirements. It directly reached a very high percentage of Settlement Class Members with direct Notice via email because their contact information was readily available to McLaren.

33. Through the Notice program, Settlement Class Members were advised of their options for remaining part of the Settlement Class or for opting-out of the Settlement; for submitting Claim Forms; for objecting to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards; and how to obtain additional information about the Settlement. They have access to the long-form Website Notice, Settlement Website, and toll-free IVR system with answers to frequently asked questions.

34. The Declaration of Michael Lynch submitted on behalf of Angeion provides

additional details regarding the completion of the Notice Program and status of the Claims process. It also provides that, as of February 23, 2026, 36,803 claims have been submitted. With the Claims Deadline running through April 29, 2026, Class Counsel anticipate the number of Claims will substantially increase. Updated statistics will also be provided prior to the Final Approval Hearing.

Facts Supporting the Requested Fees, Expense, and Service Awards

35. Cognizant of the risks of nonrecovery and, thus, nonpayment for their services, Class Counsel nonetheless embarked on a fact-intensive investigation of McLaren's data collection and sharing practices. On behalf of their clients and the Class, Class Counsel filed multiple complaints and amended complaints, engaged and paid for expert services, participated in rounds of extensive informal discovery (including the exchange of pre-mediation discovery mediation briefs), and spent a substantial amount of time negotiating formally and informally with defense counsel. Throughout this time, Class Counsel bore significant financial responsibility for the litigation, including the cost of mediation, among other substantial litigation costs. Due to the extensive investment of time required to properly prosecute this matter, Class Counsel were forced to forgo pursuing other matters they otherwise would have taken on.

36. If the Court finally approves the Settlement and Class Counsel's Application for Attorneys' Fees, Costs and Service Awards, Class Counsel's extensive efforts will result in over $14,000,000.00 in monetary benefits to the Settlement Class.

37. The fees and Service Awards were not negotiated until the underlying relief had been agreed to and are to be paid separately from the benefits to the Class.

38. After agreeing to the material settlement terms, Class Counsel worked hard to draft the Agreement, the Notices, Claim Forms, and the Motion for Preliminary Approval and related filings.

39. Following Preliminary Approval, Class Counsel worked with Defendant, Defendant's Counsel, and the Settlement Administrator to implement the Notice Program and the Claims process, including reviewing and approving the Notices, Claim Forms, Settlement Website, and IVR system and addressing potential Settlement Class Member inquiries.

40. Class Counsel has also prepared the accompanying Motion for Final Approval and for Fees, Costs, and Service Awards, and will have future work to prepare for and attend the Final Approval Hearing and to coordinate with Angeion on the administration of the Settlement.

41. Class Counsel has performed all of their work on this matter without compensation of any kind and on a contingent fee basis, advancing the costs necessary to prosecute the claims.

42. Plaintiffs seek Service Awards of $1,500.00 for each of the Plaintiffs, which Class Counsel believes is fair and reasonable in view of their contributions to the excellent result reached here.

43. Class Counsel believe that Plaintiffs' interests are aligned with those of the Settlement Class, as they suffered the same injury for which they sought redress under the same legal theories. Plaintiffs understand that they are named Plaintiffs and seek to prevail by obtaining relief for the Settlement Class, and as part of their obligation as Class Representatives, they must, and have, worked and will continue to work to protect the Settlement Class and to not act just for their own personal benefit. Thus, Plaintiffs have been committed to protecting the interests of the Settlement Class through Class Counsel and their personal efforts and believe the Settlement represents an excellent outcome for the Settlement Class.

44. Plaintiffs have been personally involved and assisted in supporting Class Counsel with their investigation, reviewing and approving the initial complaints, the later amended complaints, providing responses and information necessary for answering informal discovery,

being available during mediation, and reviewing, approving, and executing the Settlement Agreement.

45. Plaintiffs' efforts on behalf of the Class have resulted in a favorable outcome for Settlement Class Members, and Class Counsel is aware of no antagonistic interest they could possess as to the remaining members of the Settlement Class.

46. Plaintiffs also retained highly qualified counsel from numerous law firms with extensive experience in litigating and resolving similar matters.

47. Plaintiffs seek an award of attorneys' fees in the amount of $4,666,666.67. This requested fee represents 1/3 of the Settlement Fund.

48. Cognizant of the risks of nonrecovery and thus nonpayment for their services, Class Counsel nonetheless embarked on a fact-intensive investigation of McLaren's practices. Class Counsel paid their share of the mediation session, among other litigation costs. And due to the investment of time required to properly prosecute this matter, as noted, Class Counsel were forced to forgo representing clients in other matters they otherwise would have taken on.

49. Class Counsel are particularly experienced in the litigation, certification, trial, and settlement of class action cases, including those in this novel area of law concerning data breaches. They have the skill and resources to prosecute claims to final resolution, and have no conflicts of interest with the Class. Class Counsel faced highly experienced and skilled defense counsel who made clear that, but for the Settlement, McLaren would continue to deny liability.

50. This experience proved beneficial to Plaintiffs and the Settlement Class during negotiations of the Settlement. Class Counsel conducted informal discovery and mediation briefing, which enabled them to gain a complete understanding of the evidence related to central issues in the Action, including damages and liability, and prepare for well-informed settlement

negotiations. Class Counsel went into the mediation and subsequent settlement negotiations armed with full knowledge of the potential damages at issue. As a result, Class Counsel was well-positioned to evaluate the strengths of Plaintiffs' claims, McLaren's defenses, and prospects for success.

51. Class Counsel's adequacy is demonstrated by their efficient resolution of Plaintiffs' claims, securing meaningful financial benefits and the opportunity to claim credit monitoring to help prevent against potential future losses resulting from the potential exposure of Settlement Class Members' Private Information, as well as Class Counsel's dogged pursuit of the resolution, which began when researching Plaintiffs' claims prior to filing and will continue through obtaining final approval and ensuring proper distribution of the Settlement Fund.

52. Importantly, after notice, there have been no objections to Plaintiffs' fee and costs request or request for Service Awards.

53. As discussed, Plaintiffs' Counsel advanced significant litigation costs to pursue the Action. Pursuant to Section 9.2 of the Settlement Agreement, "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." Class Counsel avers that they incurred the following costs through the filing of this Motion:[1]

COST/EXPENSE CATEGORY	AMOUNT INCURRED
Filing Fees/Admissions/Pacer/Service Fees	$7,769.30
Printing/Mailing/Courier Services	$1,619.98
Legal Research	$619.31
Mediation	$12,000.00
Experts	$9,582.38
Travel/Meals/Parking	$4,771.70
Website Marketing Fees	$3,999.47
TOTAL:	$40,362.14

[1] The costs reflected in this chart are from all Plaintiffs' counsel who worked on this case and reported their expenses to Class Counsel.

We declare under penalty of perjury under the laws of the State of Michigan and the United States of America that the foregoing is true and correct to the best of our knowledge.

Dated: February 25, 2026
Rochester, Michigan

/s/ E. Powell Miller
E. Powell Miller

Dated: February 25, 2026
Chicago, Illinois

/s/ Gary Klinger
Gary Klinger

Dated: February 25, 2026
Upper Darby, Pennsylvania

/s/ Benjamin F. Johns
Benjamin F. Johns

Exhibit 3

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, Plaintiffs, v. McLAREN HEALTH CARE CORPORATION, Defendant.	Case No. 24-121459 Hon. B. Chris Christenson

DECLARATION OF MICHAEL LYNCH OF ANGEION GROUP
REGARDING IMPLEMENTATION OF THE NOTICE PROGRAM

I, Michael Lynch, hereby declare under penalty of perjury under the laws of the State of Michigan that the following is true and correct:

1. I am the Executive Vice President of Client Strategy and Solutions at the class action notice and claims administration firm, Angeion Group, LLC ("Angeion").

2. My credentials were previously reported to the Court in my prior Notice Plan Declaration that was submitted as Exhibit C to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. I am fully familiar with the facts contained herein based upon my personal knowledge, as well as information that has been provided to me by my colleagues in the ordinary course of business at Angeion.

3. Angeion was approved and designated as Settlement Administrator pursuant to the Court's Stipulated Order Granting Preliminary Approval of Class Action Settlement ("Order"). As Settlement Administrator, Angeion was tasked with performing all obligations imposed by the Settlement.

DIRECT NOTICE

Settlement Class List

4. On December 22, 2025, Defendant's Counsel provided Angeion with seven electronic files containing the names and contact information for 2,189,282 Class Members involved in the 2023 data breach and 740,370 Class Members involved in the 2024 data breach, for a total of 2,929,652 records. This contact information included email addresses for 266,929 unique Class Members. Angeion analyzed the data and removed 73,259 duplicative records, resulting in 2,856,393 unique Settlement Class Member records. Of these, 187,570 records were identified as having insufficient or missing mailing address information and no valid email address and, therefore, could not be sent Notice. As a result of the above-described efforts, the final Settlement Class List contained 2,668,823 unique Class Member records.

Email Notice

5. Prior to sending Notice, Angeion subjected the email addresses to a cleansing and validation process, as described in the Notice Plan Declaration. The cleansing and validation efforts identified 219,235 valid email addresses on the Settlement Class List.

6. On January 27, 2025, Angeion commenced sending Notice of the Settlement via Email ("Email Notice") to the 219,235 valid email addresses identified on the Settlement Class List. A true and correct copy of the Email Notice is attached hereto as **Exhibit A**.

7. A total of 196,873 Email Notices were successfully delivered, and 22,362 Email Notices could not be delivered. Corresponding mailing addresses were identified for 22,351 Class Members whose Email Notice could not be delivered.

Mailed Notice

8. Prior to the mailing, Angeion caused the mailing addresses on the Settlement Class List to be updated utilizing United States Postal Service's ("USPS") National Change of Address database, which provides updated address information for individuals or entities that have moved during the previous four years and filed a change of address with the USPS.

9. On January 29, 2025, Angeion caused Notice of the Settlement ("Mailed Notice") to be sent via USPS first-class mail, postage pre-paid, to the 2,449,588 Class Members on the Settlement

Class List who did not have a valid email address, and for whom a complete mailing address was available. A true and correct copy of the Mailed Notice is attached hereto as **Exhibit B**.

10. Between February 13, 2026, and February 16, 2026, Angeion sent Mailed Notices to 22,351 Class Members whose Email Notices could not be delivered (as referenced in ¶ 8, *supra*).

11. Through February 23, 2026, Angeion has processed 417,384 Mailed Notices returned by the USPS as undeliverable. Of these, 847 Mailed Notices were returned with a forwarding address provided by the USPS. Angeion has conducted address verification searches (commonly referred to as "skip tracing") on 413,900 of the undeliverable Mailed Notices processed to date in an effort to identify updated address information. As a result of these skip trace efforts, 306,029 updated addresses have been identified.

12. Angeion will remail Notices to the identified updated addresses, as well as to those Mailed Notices returned with a forwarding address provided by the USPS. Angeion continues to receive additional undeliverable Mailed Notices from the USPS and will process, skip trace, and remail Notices on an ongoing basis as updated address information is identified.

EARNED MEDIA

13. In addition to the notice efforts described above, Angeion is aware of independently garnered media attention that serves to further spread awareness of the Settlement.[1]

CASE SPECIFIC SETTLEMENT WEBSITE & TELEPHONE SUPPORT

14. On January 26, 2026, Angeion activated the following website devoted to this Settlement: www.MHCCSettlement.com ("Settlement Website"). The Settlement Website contains general information about the Settlement, including answers to frequently asked questions, important dates and deadlines pertinent to this matter, and copies of important documents. Visitors to the Settlement Website can view or download: (1) the Claim Form; (2) the Long Form Notice; (3) the Order; (4) the Settlement Agreement; and (5) the Amended Consolidated Class Action Complaint.

[1] Dylan Goetz, McLaren Health Care to Pay $14M in Data Breach Class Action Settlement, *MLive* (Feb. 13, 2026), https://www.mlive.com/news/flint/2026/02/mclaren-health-care-to-pay-14m-in-data-breach-class-action-settlement.html (last visited February 24, 2026); Jill Hughes, McLaren Health Agrees to $14M Settlement Over Two Data Breaches, *TechTarget*, https://www.techtarget.com/healthtechsecurity/news/366639020/McLaren-Health-agrees-to-14M-settlement-over-two-data-breaches (last visited February 24, 2026).

The Settlement Website also includes a "Contact Us" page, which Class Members can use to submit additional questions regarding the Settlement, or they can send an email to a dedicated email address: Info@2MHCCSettlement.com. The Settlement Website address was set forth in the Email Notice, Mailed Notice, Long Form Notice, and Claim Form.

15. Class Members can also securely submit a Claim Form via a customized online claim filing portal that is accessible via the Settlement Website. Alternatively, Class Members can download a PDF of the Claim Form to complete and submit by mail. A true and correct copy of the Claim Form is attached hereto as **Exhibit C**.

16. As of February 20, 2026, the Settlement Website has had approximately 141,599 page views and approximately 74,411 sessions, which represents the number of individual sessions initiated by all users on the website.

17. On January 14, 2026, Angeion established the following toll-free line dedicated to this Settlement: 1-844-685-4251. The toll-free line utilizes an interactive voice response ("IVR") system to provide Class Members with responses to frequently asked questions and important dates and deadlines. The toll-free line is accessible 24 hours a day, 7 days a week.

18. As of February 20, 2026, the toll-free line has received approximately 6,539 calls, totaling 31,653 minutes.

CLAIM FORMS

19. The deadline for Class Members to submit a Claim Form is April 29, 2026. As of February 20, 2026, Angeion has received a total of 36,803 Claim Form submissions, of which 30,681 were submitted via the Settlement Website, and 6,122 were submitted by mail. These Claim Form submissions are still subject to final audits, including a final assessment of each claim's validity and a review for duplicate submissions. Angeion will continue to keep the Parties apprised of the number of Claim Forms received and review status.

20. The total number of Claim Forms received thus far represents an approximate 1.37% claims rate, which is expected to increase by the claim filing deadline in April 2026.

REQUESTS FOR EXCLUSION AND OBJECTIONS

21. The deadline for Class Members to request exclusion from the Settlement or to object to the Settlement is March 16, 2026.

22. As of February 20, 2026, Angeion has received thirteen (13) Requests for Exclusion.[2] A list of individuals who have requested to be excluded from the Settlement is attached hereto as **Exhibit D**.

23. As of February 20, 2026, Angeion has not received, nor been made aware of, any objections. Angeion will inform the Parties should it receive any objections.

NOTICE & ADMINISTRATION COSTS

24. Through February 20, 2026, the cost to provide notice and administration services has totaled approximately $1,172,573. Angeion will continue to keep the Parties informed of notice and administration costs on a monthly basis.[3]

ESTIMATED PERCENTAGE OF DIRECT NOTICE SUCCESSFULLY DELIVERED

25. Based on the direct notice efforts described above, Angeion currently estimates that direct notice was successfully delivered to approximately 95.96% of the 2,668,823 individuals from the Class List who were attempted notice via email or mail.[4] The final percentage may vary depending on the number of Notices returned as undeliverable by the USPS and the number of Notices that are able to be re-mailed to updated addresses.

CONCLUSION

26. The Notice Plan implemented in this Settlement included direct notice via email or mail to all reasonably identifiable Class Members, along with press coverage, the implementation of a dedicated Settlement Website and toll-free telephone support to further inform Class Members of their rights and options in the Settlement.

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[2] Class Member Patrick Groulx submitted four (4) copies of his Request for Exclusion. The number of Requests for Exclusion submitted by unique Class Members is thirteen (13).

[3] In accordance with Section 3.1 of the Settlement Agreement, Defendant caused $1,050,000.00 to be deposited into the Qualified Settlement Fund ("QSF") established for this Settlement to cover the Settlement Administrator's costs of providing initial Notice.

[4] Notice is considered to be "successfully delivered" if it was (1) mailed and not returned as undeliverable by the USPS or remailed to an updated address and not returned as undeliverable; or (2) successfully delivered via email.

27. It remains my professional opinion that the notice plan implemented in this Settlement provided full and proper notice to Class Members before the applicable response deadlines, and that the notice plan was the best notice practicable under the circumstances, fully comporting with due process and MCR 3.501(C).

I hereby declare under penalty for perjury that the foregoing is true and correct.

Dated: February 25, 2026.



MICHAEL LYNCH

Exhibit A

TO: «Class Member Email Address»
FROM: Settlement Administrator for MHCC Class Action Settlement
<<donotreply@MHCCSettlement.com>>
RE: COURT APPROVED LEGAL NOTICE – MHCC Class Action Settlement

<<First Name>> <<Last Name>>
Notice ID: <<Notice ID>>
Confirmation Code: <<Confirmation Code>>

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

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

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

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 April 29, 2026**, including required Reasonable Documentation for any Documented Loss Payment claim. You can file your claim online at **www.MHCCSettlement.com** using the Notice ID and Confirmation Code at the top of this email. You may also get a paper Claim Form from the Important Documents page on the Settlement Website or by calling the toll-free number **1-844-685-4251**, 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 **March 16, 2026**. 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 **March 16, 2026**.

The Final Approval Hearing

The Court will hold a Final Approval Hearing on **April 21, 2026, at 10:00 a.m.** before the Honorable B. Chris Christenson of the 7th Judicial Circuit Court, Genesee County, 900 Saginaw St., Flint, MI 48502, or via Zoom (you should check the Settlement Website to confirm the date, time, and manner of the Hearing), 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.MHCCSettlement.com** or by calling toll-free **1-844-685-4251**.

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

Unsubscribe

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»

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

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 **April 29, 2026**, including required Reasonable Documentation for any Documented Loss Payment claim. You can file your claim online at **www.MHCCSettlement.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 **March 16, 2026**. 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 **March 16, 2026**.

The Final Approval Hearing: The Court will hold a Final Approval Hearing on **April 21, 2026, at 10:00 a.m.** before the Honorable B. Chris Christenson of the 7th Judicial Circuit Court, Genesee County, 900 Saginaw St., Flint, MI 48502, or via Zoom (you should check the Settlement Website to confirm the date, time, and manner of the Hearing), 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.MHCCSettlement.com** or by calling toll-free **1-844-685-4251**.

NOTICE ID: «NOTICE ID»
NAME: «NAME»
ADDRESS: «ADDRESS»

MHCC CLASS ACTION SETTLEMENT
CLAIM FORM

«barcode»

Your completed Claim Form must be mailed to the Settlement Administrator, so it is postmarked no later than: April 29, 2026.

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.MHCCSettlement.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 www.MHCCSettlement.com, call toll-free 1-844-685-4251 or scan the QR Code:

_____

_____

_____

Business
Reply
Mail

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

Exhibit C

Your claim must be submitted online or POSTMARKED BY: APRIL 29, 2026

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.)**

MCL CLAIM

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: April 29, 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 were 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.MHCCSettlement.com**.

This Claim Form may be submitted online at **www.MHCCSettlement.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:

Your claim must be submitted online or POSTMARKED BY: APRIL 29, 2026

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.)**

MCL CLAIM

MHCC Class Action Settlement
Attn: Claim Forms
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:

Cellular Telephone Number Home Telephone Number

Email Address

Unique Notice ID provided on emailed or 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 Notice ID 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.

Your claim must be submitted online or POSTMARKED BY: APRIL 29, 2026

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.)**

MCL CLAIM

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. **Enrollment instructions will be emailed to the email address provided in Section II above.**

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/OR

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.**

Your claim must be submitted online or POSTMARKED BY: APRIL 29, 2026

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.)**

MCL CLAIM

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)
○ Unreimbursed fraud losses or charges	/ / (mm/dd/yy)	$.	*Examples: Account statement with unauthorized charges highlighted; Correspondence from financial institution declining to reimburse you for fraudulent charges*
○ Professional fees incurred in connection with identity theft or falsified tax returns	/ / (mm/dd/yy)	$.	*Examples: Receipt for hiring service to assist you in addressing identity theft; Accountant bill for re-filing tax return*
○ Lost interest or other damages resulting from a delayed state and/or federal tax refund in connection with fraudulent tax return filing	/ / (mm/dd/yy)	$.	*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*
○ Credit freeze	/ / (mm/dd/yy)	$.	*Examples: Notices or account statements reflecting payment for a credit freeze*

Your claim must be submitted online or POSTMARKED BY: APRIL 29, 2026

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.)**

MCL CLAIM

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)
○ 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	/ / (mm/dd/yy)	$.	*Example: Receipts or account statements reflecting purchases made for credit monitoring and insurance services*
○ Miscellaneous expenses such as notary, fax, postage, copying, and mileage	/ / (mm/dd/yy)	$.	*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*
○ Other (provide detailed description)	/ / (mm/dd/yy)	$.	*Please provide detailed description below or in a separate document submitted with this Claim Form.*

Your claim must be submitted online or POSTMARKED BY: APRIL 29, 2026

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.)**

MCL CLAIM

VI. 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 II 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 D

OPT OUT REPORT

Womack-Devereaux v. McLaren

As of 2/20/2026

1	Carrol	Smith
2	Phillip	Smith
3	Michelle	Morgan
4	Carolyn	Springate
5	Barbara	Stube
6	Douglas	Stube
7	Patrick	Groulx*
8	Sydnee	Sierakowski
9	Elila	Taylor
10	Rosanna	Troyer
11	Cody	Draves
12	Lawrence	Stover
13	Mona	Bouhamdan

* This Class Member submitted four (4) copies of his Request for Exclusion.

Exhibit 4

STATE OF MICHIGAN
7th JUDICIAL CIRCUIT
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,

Plaintiffs,

v.

McLaren Health Care Corporation,

Defendant.

Case No. 24-121459
Hon. B. Chris Christenson

CLASS ACTION
JURY TRIAL DEMANDED

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR ATTORNEY'S FEES, COSTS, AND SERVICE AWARDS TO PLAINTIFFS

E. Powell Miller (P39487)
Emily E. Hughes (P68724)
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Interim Co-Lead Counsel

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Bloomfield Hills, MI 48304
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Counsel for Defendant McLaren Health Care Corporation

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Chicago, IL 60611
(872) 263-1100
sam@straussborrelli.com
raina@straussborrelli.com

Additional Plaintiffs' Counsel

**Pro Hac Vice Application Forthcoming*

[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FOR ATTORNEY'S FEES, COSTS, AND SERVICE AWARDS TO PLAINTIFFS

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

Date: **April 21, 2026**

Present: _____
Hon. B. Chris Christenson

Before the Court is Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and for Attorneys' Fees, Costs, and Service Awards. The Court has carefully reviewed the record, including the Motion, the Settlement Agreement ("Agreement") and its attached exhibits, and conducted the Final Approval Hearing on April 21, 2026.

WHEREAS, Plaintiffs 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, on behalf of themselves and a proposed Settlement Class, and Defendant McLaren Health Care Corporation, have agreed to settle this Action upon the terms and conditions in the Agreement;

NOW, THEREFORE, based on the Agreement, and the files, records, and proceedings in the case, and it appearing to the Court following the Final Approval Hearing on whether the

proposed Settlement contained in the Agreement should be finally approved as fair, reasonable, and adequate, and whether to grant the requested Attorneys' Fees and Costs Award and Service Awards;

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

1. **Jurisdiction.** This Court has jurisdiction over the Action and all Parties, including Plaintiffs and all Settlement Class Members.

2. **Incorporation of Defined Terms.** The Settlement Agreement and Release included therein is incorporated by reference in this Order, and all terms that the Agreement defines have the same meaning in this Order.

3. **Notice Program Complete.** The Court approved the Notice Plan in the Agreement as being 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 Agreement; (d) Class Members' rights to make claims, opt out of the Settlement, or object to the Settlement; and (e) matters to be decided at the Final Approval Hearing. The Notice Program was completed in compliance with the Preliminary Approval Order and Agreement. The Court finds the Notice Plan provided the Settlement Class the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice, in accordance with due process requirements of the Michigan and United States Constitutions, as well as the requirements of MCR 3.501(C).

4. **Final Certification of Settlement Class.** 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: (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.

5. **Numerosity.** The Court finds for settlement purposes only that, under MCR 3.501(A)(1)(a), the Class Members are so numerous that joinder of all members is impracticable;

6. **Commonality.** The Court finds for settlement purposes only that, under MCR 3.501(A)(1)(b), there are questions of law or fact common to the Class Members that predominate over questions affecting only individual members;

7. **Typicality.** The Court finds for settlement purposes only that, under MCR 3.501(A)(1)(c), the claims of Plaintiffs are typical of the claims of the Settlement Class;

8. **Adequacy.** The Court finds for settlement purposes only that, 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; and

9. **Superiority.** The Court finds for settlement purposes only that, 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.

10. **Class Representatives.** 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 are finally appointed as Class Representatives for the

Settlement Class.

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

12. **Final Approval of Settlement.** The Court finally approves the Settlement as within the range of fairness, reasonableness, and adequacy under the circumstances. The Agreement is the product of arm's-length negotiations between the Parties and their counsel. 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 Parties of the truth of any allegations in the Action or of any liability, fault, or wrongdoing of any kind whatsoever by the Released Parties.

13. **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.

14. **Opt-Outs.** A list of the individuals who have opted out of the Settlement is attached hereto as Exhibit 1 [to be included following the final approval hearing]. Those individuals will not be bound by the Settlement or the Releases contained therein.

15. **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 Agreement, and thereafter, proceed with the issuance of Settlement Payments for all valid claims. Any errors or other deficiencies identified with completed Claim Forms shall be addressed in the manner specified in the Agreement.

16. **Attorneys' Fees and Costs Award.** Class Counsel is awarded attorneys' fees in the amount of $4,666,666.67. Additionally, the Court approves the payment from the Settlement Fund of $40,362.14 to Class Counsel for the reimbursement of their litigation costs. These amounts are to be paid in accordance with the terms of the Settlement Agreement. Class Counsel for the Settlement Class shall be responsible for allocating these amounts to each other, and to the other Plaintiffs' counsel.

17. **Service Awards.** The Class Representatives are to be awarded a Service Award of $1,500.00 each, to be paid in accordance with the terms of the Settlement Agreement.

18. **Administrative Expenses.** Consistent with the terms of the Settlement Agreement, all Administrative Expenses of the Settlement Administrator shall be paid from the Settlement Fund.

19. **Releases.** As of the Effective Date, and in exchange for the relief described in the Settlement, the Class Representative and each Class Member (except those identified on Exhibit 1), and each of their respective heirs, executors, administrators, trustees, guardians, agents, successors, and assigns, and all those acting or purporting to act on their behalf, fully and finally release and discharge the Released Parties of and from the Released Claims. The Released Claims do not include any claim for enforcement of the Settlement, or Final Approval Order. The Released Claims are dismissed with prejudice and released regardless of whether these claims are known or Unknown Claims, actual or contingent, liquidated or unliquidated.

20. **Reservation of Jurisdiction.** The Court hereby retains and reserves jurisdiction over: (a) implementation of this Agreement 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 Agreement, including the exhibits

appended thereto; and (c) all Parties, for the purpose of enforcing and administering the Agreement.

21. **Binding Effect.** With the exception of those listed on Exhibit 1, the Court adjudges that the Parties and all Settlement Class Members shall be bound by the Agreement and this Order.

22. **Final Judgment.** Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits, and without taxation of costs in favor of or against any Party, except for as provided for above.

IT IS SO ORDERED on _____, 2026.

_____
Hon. B. Chris Christenson

Submitted by:

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Exhibit 5

KeyCite Yellow Flag
Declined to Extend by Weaver Investments LLC v. Bricks + Mortar Group LLC, E.D.Mich., March 31, 2022

2017 WL 6389899
Only the Westlaw citation is currently available.

UNPUBLISHED OPINION. CHECK COURT RULES BEFORE CITING.

UNPUBLISHED
Court of Appeals of Michigan.

Shelley ADELMAN, Sharon Klein, Jonathan Wares, Ankur Saggar, Shiva Y. Stein, John Urbonas, and Jeffrey Bushman, Plaintiffs–Appellees,
and
David Essig and City of Sunrise Police Department, Intervening Plaintiffs–Appellants,
v.
COMPUWARE CORPORATION, Gurminder S. Bedi, Robert C. Paul, Jeffrey J. Clarke, John G. Freeland, David G. Fubini, William O. Grabe, Frederick A. Henderson, Faye Alexander Nelson, Jennifer J. Raab, Lee D. Roberts, Stephen F. Schuckenbrock, Thoma Bravo, LLC, Project Copper Holdings, LLC, Project Copper Merger Corp, Elliott Management Corporation, Elliott Capital Advisors, LP, Elliott International Capital Advisors, Inc., Elliott International, LP, Elliott Special Gp, LLC, Hambledon, Inc., and Paul E. Singer, Defendants–Appellees.

No. 333209
|
December 14, 2017

Wayne Circuit Court, LC No. 14–011437–CB

Before: Gleicher, P.J., and Gadola and O'Brien, JJ.

Opinion

Per Curiam.

***1** The current dispute relates to the acquisition of Compuware Corporation by Thoma Bravo. The intervening plaintiffs are shareholders who objected ("Objectors") to a proposed settlement agreement in a class action suit brought by a representative group of shareholders (plaintiffs). Essentially, the Objectors believed that a group owning 8% of Compuware's shares (the Elliott defendants) engaged in underhanded tactics to force the Compuware Board of Directors into the sale, that the board received secret benefits from selling Compuware below its share value, and that the release of damages claims in the settlement agreement lacked consideration. The circuit court ultimately approved and entered the settlement agreement, dismissing the Objectors' challenges. We affirm.

I. STANDARD OF APPROVAL FOR SETTLEMENT

A trial court may approve a class action settlement if the settlement is fair, reasonable, and adequate. See Vassalle v. Midland Funding, LLC, 708 F3d 747, 754 (CA 6, 2013).[1] The Objectors contend that the trial court erred in two interwoven aspects when it approved this settlement. Initially, the Objectors claim, the court improperly presumed the settlement was fair, reasonable, and adequate. It compounded that error, the Objectors insist, by shifting to them the burden to prove that the settlement did *not* meet the requisite criteria, thereby relieving plaintiffs of their burden. The Objectors assert that the court should not have approved the settlement agreement given plaintiffs' meager investigation into the allegations of wrongdoing by the Elliott defendants to influence the board members to accept the settlement.

1 We accept as "persuasive authority" the decisions of lower federal courts and our sister states cited in this opinion. *Churella v. Pioneer State Mut. Ins. Co.*, 258 Mich. App. 260, 268; 671 N.W.2d 125 (2003).

We review for an abuse of discretion a trial court's approval of a class action settlement agreement. *Whitlock v. FSL Mgmt., LLC*, 843 F3d 1084, 1093 (CA 6, 2016). "In the absence of clear Michigan law on matters of corporate law, Michigan courts often refer to Delaware law." *Glancy v. Taubman Ctrs., Inc.*, 373 F3d 656, 674 n 16 (CA 6, 2004). Given the paucity of Michigan caselaw regarding class actions, we follow the

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lead of the litigants and the trial court and rely on caselaw from Delaware and federal courts.

The approval of class action settlement agreements involves "a two-step process." *Crowhorn v. Nationwide Mut. Ins. Co.*, 836 A2d 558, 562 (Del Supr, 2003).

> First, the court makes a preliminary evaluation of the fairness of the settlement after reviewing the proposed terms. If the Court concludes that there are no grounds to doubt the fairness of the settlement, the Court must order that class members be given notice of a formal Fairness Hearing, at which time class members will have an opportunity to make presentations in support of or in opposition to the proposed settlement. Following the Fairness Hearing, the Court makes specific findings regarding the fairness, adequacy and reasonableness of the settlement. Only if the Court finds that the settlement meets these requirements will the Court render final approval of the settlement. [*Id.*]

***2** In this instance, the trial court gave preliminary approval to the settlement agreement on July 23, 2015, and a final approval hearing was scheduled and conducted on March 24, 2016.

As discussed in *Whitlock*, 843 F3d at 1093:

> [FR Civ P] 23(e) ... requires that class-action claims "may be settled, voluntarily dismissed, or compromised *only with the court's approval*." FR Civ P 23(e) (emphasis added). Approval is only warranted where the court determines, *inter alia*, that the proposed class settlement would be "fair, reasonable, and adequate." *Id.* Factors that guide this inquiry include:
>
> > (1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest. *UAW v. GMC*, 497 F3d 615, 631 (CA 6, 2007).

"[T]here is a presumption in favor of the settlement when there has been arm's length bargaining among the parties, sufficient discovery has taken place to enable class counsel to evaluate accurately the strengths and weaknesses of the plaintiff's case, only a few members of the class object and their relative interest is small." *Crowhorn*, 836 A2d at 563. Even if the terms of a settlement agreement are not construed to be "ideal," approval should not be withheld if they are "fair and reasonable." *Jane Doe 30's Mother v. Bradley*, 64 A3d 379, 400 (Del Supr, 2012).

The review procedure to be undertaken by the trial court in the approval of a settlement agreement "requires the court to decide whether, in the exercise of its own business judgment and in light of the facts and circumstances presented, the proposed settlement is a fair and reasonable resolution to this litigation." *In re TD Banknorth*, 938 A2d 654, 657 (Del Ch, 2007). "Th[e] legal standard for approval of a class action settlement is well-established ... and embodies the notion that courts ... generally favor the voluntary resolution of legal disputes." *Id.* at 657 n 4 (citation omitted). Specifically, "an evaluation of whether a settlement is fair and reasonable requires balancing the strengths of the claims being compromised against the benefits the settlement provides to the class members. The settlement's proponents bear the burden of persuasion by a preponderance of the evidence." *Id.* (citations omitted). Ultimately, a "court fulfills its duty under [FR Civ P] 23 by exercising its sound business judgment in weighing and considering 'the nature of the claim, the possible defenses to it, [and] the legal and factual obstacles facing the plaintiff in the event of trial.' " *Marie Raymond Revocable Trust v. MAT Five LLC*, 980 A2d 388, 402 (Del Ch, 2008), aff'd sub nom *Whitson v. Marie Raymond Revocable Trust*, 976 A2d 172 (Del Supr, 2009) (citation omitted).

In approving the settlement agreement, the trial court analyzed in detail the factors used to determine whether a settlement was "fair, reasonable, and adequate." The Objectors urged that the settlement was unfair, contending that the Elliott defendants coerced or threatened members of the company's board of directors into voting for the settlement agreement. The trial court attempted to elicit evidence from the Objectors to support their implication of collusion or fraud by Elliott to no avail. The court noted that, although the Objectors alleged that Elliott threatened two board members with "dossiers" to secure their cooperation, the Objectors never brought forward any evidence regarding the content of the alleged "dossiers" or disputing deposition testimony that the Elliot defendants' actions did not influence the board members' settlement positions. Notably, supplemental disclosures confirmed that all of the shareholders were treated equally in the settlement, that Elliott did not receive any preferential or different treatment, that none of the directors obtained a special benefit from the agreement, and that none of the individuals or entities involved in the settlement

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negotiations had ties to Thoma Bravo, the only bidder for the company.

***3** Further, in the absence of demonstrable fraud or the violation of the board's fiduciary duties, the board "enjoys the protection of the business judgment rule in discharging its responsibilities." *Polk v. Good*, 507 A2d 531, 536 (Del Supr, 1986). "The [business judgment] rule creates a presumption 'that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the corporation.' " *Id.* (citation omitted). As noted by the trial court, and argued by plaintiffs and defendants in support of the settlement agreement, Goldman Sachs evaluated and provided financial advice regarding the Thoma Bravo offer, concluding that the share purchase price was within the upper range of the share values.

The trial court also discussed the complexity, expense and likely duration of the litigation should it reject the settlement, which included an analysis of the public interest aspect of the alternatives. The court noted that class counsel and class representatives favored the settlement and that the interests of the opposing class members were protected by their right to opt out. The Objectors simply failed to exercise that right.

The Objectors' two major concerns with the settlement focused on the amount of discovery undertaken and the likelihood of their success on the merits. The Objectors contended that class counsel failed to engage in sufficient discovery, primarily arguing that the failure to depose Peter Karmanos was critical given information obtained from an arbitration involving Karmanos. The Objectors also relied on the Karmanos family members' "opt-out" of the settlement to bolster their position regarding the likelihood of their own success on the merits.

Addressing the adequacy of the discovery conducted, the trial court observed that class counsel had deposed witnesses, secured an expert review by Goldman Sachs, and secured over 40,000 pages of additional nonpublic documents in assessing the settlement agreement and addressing the Objectors' concerns. The court rejected the Objectors' contention that the failure to depose Karmanos overrode or minimized the discovery actually undertaken. In relation to the Objectors' potential for success, the court determined that plaintiffs had demonstrated the adequacy and fairness of the proposed settlement. In particular, the court referenced the business judgment rule, plaintiffs' receipt of financial advice from Goldman Sachs, the absence of any evidence of disparate treatment among the shareholders or any side deals for the directors, in conjunction with the public nature of the sale and the absence of any viable bidders other than Thoma Bravo. As such, the trial court concluded that the Objectors did not have a reasonable likelihood of success on their breach of fiduciary duty and damages claims.

Contrary to the argument of the Objectors, the court did not shift the burden of proof with regard to approval of the settlement. As noted, the proponent of a settlement has the burden of showing its fairness. In reviewing the factors relevant to a fairness determination—reasonableness and adequacy of the settlement—the trial court focused on the proofs and evidence submitted by plaintiffs. The court's recognition and discussion of the concerns expressed by the Objectors did not shift the burden. Rather, the Objectors' allegations and concerns forced the court to more deeply consider the sufficiency of plaintiffs' proofs. The trial court's effort to secure greater detail or evidence regarding the allegations set forth by the Objectors was intended to evaluate whether plaintiffs had fulfilled their burden to demonstrate the adequacy of the settlement and benefit to the shareholders. The Objectors' allegations were speculative in nature and neither contradicted nor outweighed the proofs provided by plaintiffs.

***4** The Objectors also fail to recognize certain legal precepts in their claim of error. Preliminary approval of a class action settlement renders that settlement presumptively reasonable. The objecting class members must then meet the "heavy burden" of proving otherwise. See *Williams v. Vukovich*, 720 F2d 909, 921 (CA 6, 1983). The trial court granted preliminary approval of the proposed settlement and undertook a separate assessment for final approval, specifically considering the Objectors' expressed concerns. The court explicitly ruled "that Plaintiffs have met the burden of showing that the disclosures were material and that the disclosure-only settlement with releases was fair and reasonable." As such, the Objectors' claim that the court improperly shifted the burden is not supported by the record.

II. DISCLOSURE–ONLY SETTLEMENT

The Objectors also challenge the propriety of approving the disclosure-only settlement agreement. The Objectors contend that the disclosures obtained by plaintiffs were not material

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and provided no substantive value in exchange for the releases obtained.

A disclosure-only or disclosure settlement is "the most common method for quickly resolving stockholder lawsuits that are filed routinely in response to the announcement of virtually every transaction involving the acquisition of a public corporation." *In re Trulia Inc. Stockholder Litigation*, 129 A3d 884, 887 (Del Ch, 2016.) A "disclosure settlement ... refer[s] to settlements in which the sole or predominant consideration provided to stockholders in exchange for releasing their claims is the dissemination of one or more disclosures to supplement the proxy materials distributed for the purpose of soliciting stockholder approval of a proposed transaction." *Id.* at 891 n 15.

When "deciding whether to approve a class settlement, a court must consider whether the agreement benefits class members." *In re Walgreen Co. Stockholder Litigation*, 832 F3d 718, 723 (CA 7, 2016). With respect to disclosure-only settlements, this depends on the adequacy of the disclosures. "Whether disclosures are adequate is a mixed question of law and fact." *Zirn v. VLI Corp.*, 621 A2d 773, 777 (Del Supr, 1993). As explained in *TSC Indus., Inc. v. Northway, Inc.*, 426 U.S. 438, 450; 96 S Ct 2126; 48 L.Ed. 2d 757 (1976) (footnotes and citations omitted):

> [W]e must bear in mind that the underlying objective facts, which will often be free from dispute, are merely the starting point for the ultimate determination of materiality. The determination requires delicate assessments of the inferences a "reasonable shareholder" would draw from a given set of facts and the significance of those inferences to him, and these assessments are peculiarly ones for the trier of fact. Only if the established omissions are "so obviously important to an investor, that reasonable minds cannot differ on the question of materiality" is the ultimate issue of materiality appropriately resolved "as a matter of law[.]"

We review de novo questions of law, *United States Fidelity & Guarantee Co. v. Citizens Ins. Co.*, 241 Mich. App. 83, 85; 613 N.W.2d 740 (2000), and issues of fact for clear error, *Teran v. Rittley*, 313 Mich. App. 197, 213; 882 N.W.2d 181 (2015). A trial court commits clear error "where there is no evidentiary support for [the court's factual findings] or where there is supporting evidence but [we are] nevertheless left with a definite and firm conviction that the trial court made a mistake." *Hill v. City of Warren*, 276 Mich. App. 299, 308; 740 N.W.2d 706 (2007) (citations omitted).

As stated in *In re Walgreen Co.*, 832 F3d at 723–724:

> Disclosures are meaningful only if they can be expected to affect the votes of a nontrivial fraction of the shareholders, implying that shareholders found the disclosures informative. As explained by the Supreme Court in *TSC Indus., Inc.* [ ], 426 U.S. [at] 449[ ], "an omitted fact is material if there is a substantial likelihood that a reasonable shareholder would consider it important in deciding how to vote .... What th[is] standard ... contemplate[s] is a showing of a substantial likelihood that, under all the circumstances, *the omitted fact would have assumed actual significance in the deliberations of the reasonable shareholder*." *Id.* (emphasis added).

***5** As part of the impetus for the settlement agreement, Compuware made supplemental disclosures, which were included in the amended proxy statement. The disclosures encompassed the following:

> 1. An acknowledgement that none of the company's shareholders, which would include Elliott, "is part of the purchasing group and all shareholders are being treated the same in the merger and are receiving the merger consideration for their shares."
>
> 2. Information pertaining to the financing for the merger, including monies realized by the company from the sale of its physical headquarters.
>
> 3. Clarification of the accounting performed by Goldman Sachs regarding the company's ready cash, indicating the availability of approximately $232 million in cash in the preparation of an "illustrative discounted cash flow analysis."
>
> 4. The provision of updates and forecasts of future performance by the company reflecting the decreased growth rate of DynaTrace, which was contrary to earlier projections and leading to alterations in anticipated growth forecasts for the company.
>
> 5. Additional financial projections for the company, including adjusted EBITDA [earnings before interest, taxes, depreciation and amortization] figures and predictions regarding the company's "unlevered free cash flow" into 2019.

We note at the outset that the Objectors filed a proposed amended complaint prior to Compuware's supplemental disclosures. Through several allegations in that complaint, the

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Objectors implicitly recognized the materiality of the content of certain of these disclosures. Whether the Elliott defendants were partnered with Thoma Bravo was a key issue in this case, according to the Objectors' own proposed complaint. The Objectors accused Elliott of partnering with Thoma Bravo in the past as well as in the current matter to influence the sale, as part of the purchasing group. The Objectors further asserted that the initial proxy statement "omit[ted] material information concerning Elliott's impact and involvement in the Buyout," expressly admitting that additional information was necessary and would be material to the voting decision. It therefore was material and relevant for Compuware to disclose that Elliott was not partnered with Thoma Bravo in the current transaction.

Similarly, the Objectors accused Elliott of providing hidden compensation to two Compuware directors that it had nominated. And the Objectors asserted that the original proxy did "not disclos[e] whether Elliott provided any compensation" to those board members. The Objectors described this information as "critical" to the shareholders' evaluation of the voting issue. It was therefore material that Compuware disclosed that none of its board members were given preferential treatment as part of the deal, and it is disingenuous for the Objectors to now claim that the first supplemental disclosure is not material.

Moreover, the Objectors asserted that the Compuware share value was reduced from $11.75 to $10.50 because of actions by Elliott. It follows that it was highly material that the share price was reevaluated after Goldman Sachs corrected errors in its earlier financial analysis. The Objectors also contended that Elliott played a role in convincing Thoma Bravo to separate the APM business into Dynatrace and artificially reduce Compuware's share price. The Objectors thereby admitted that information regarding the valuation of Dynatrace, provided in the fourth supplemental disclosure, was material.

***6** And although the litigants' experts, Travis Keath and Sean Griffith, disagreed regarding the meaningfulness or materiality of the disclosures, plaintiffs presented sufficient evidence to meet their burden.

On behalf of plaintiffs, Keath opined that the discounted cash flow (DCF) analysis was integral to valuation of the company, stating:

> [T]he importance of DCF analysis makes [the company's] projected unlevered free cash flows the single-most meaningful addition to the existing disclosure. DCF analysis cannot be performed without projected cash flows.... [T]he inclusion of [the company's] projected unlevered free cash flows by itself was uniquely important, enabling shareholders to estimate the value of [the company] using the most important valuation method—the DCF analysis.

In advocating for the materiality and significance of the supplemental disclosures, Keath further noted:

> The Original Proxy failed to inform shareholders that [the company] had real property for sale and that its conversion to cash was imminent. Nor could such have been surmised by context. The 163 million assumed by Goldman [Sachs] was referred to as "after-tax value" rather than "proceeds" (the latter term indicating a sale, whereas the former carries no such connotation).

Keath indicated that the correction of an error in the reporting of the company's "net debt" was also significant "to ascertain the value of the equity [the company's] shareholders are being asked to sell as part of the Transaction," in addition to the overall value of the enterprise. Keath disputed that the supplemental disclosures could have been discerned upon close inspection or reading of the original proxy statement. Rather, according to Keath, "[t]he revisions are succinctly worded ... and isolated in the Proxy Amendment. The substance of the new disclosures can be readily discerned in a few minutes...."

Relying on their expert, Griffith, the Objectors challenged the expansive release of claims within the settlement agreement in exchange for the supplemental disclosures, construing the exchange to be based on "insubstantial consideration." Griffith characterized information disclosed pertaining to the sale of the company's headquarters as "particularly unhelpful" because it did not alter the amount of "freely available cash" previously reported. Griffith further asserted that the sale of the company's headquarters had been publicly announced before the supplemental disclosures and was required by Securities and Exchange Commission rules and therefore "added nothing at all." The alleged "breakdown" of one of the valuations or variables used by Goldman Sachs in the discounted cash analysis was characterized by Griffith as meaningless and immaterial because it simply comprised the "repetition of prior disclosures." Griffith asserted that the revised projections were also irrelevant because it was simply a repetition of information contained in the original proxy statement.

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Griffith contended that the disclosure of the adjusted EBITDA figures created an ambiguity and did not provide relevant information to the shareholders. He further disputed that the projection of the company's unlevered cash flow was necessarily material. According to Griffith, even if the unlevered cash flow information was helpful or buttressed the valuation of the financial advisor, this was insufficient to render the disclosure material. Griffith opined the settlement should be rejected because "the supplemental disclosures neither individually nor collectively alter the total mix of information available to a reasonable investor. Because they fail to meet the standard of materiality, they provide no legally cognizable benefit to the shareholder class and therefore cannot serve as the basis for the Release."

***7** The Objectors also rely on recent caselaw criticizing disclosure-only settlements. Specifically, criticisms pertaining to disclosure-only settlements were discussed in *In re Trulia*, 129 A3d at 896:

> Given the rapid proliferation and current ubiquity of deal litigation, the mounting evidence that supplemental disclosures rarely yield genuine benefits for stockholders, the risk of stockholders losing potentially valuable claims that have not been investigated with rigor, and the challenges of assessing disclosure claims in a non-adversarial settlement process, the Court's historical predisposition toward approving disclosure settlements needs to be reexamined. In the Court's opinion, the optimal means by which disclosure claims in deal litigation should be adjudicated is outside the context of a proposed settlement so that the Court's consideration of the merits of the disclosure claims can occur in an adversarial process where the defendants' desire to obtain a release does not hang in the balance.

In ascertaining the value of the disclosures obtained, it is generally recognized that a fact is material "if there is a substantial likelihood that a reasonable shareholder would consider it important in deciding how to vote." *In re Rural/Metro Corp. Stockholders Litigation*, 88 A3d 54, 104 (Del Ch, 2014) (citation omitted). Contrary to the Objectors' position, "[t]he inquiry does not require 'a substantial likelihood that [the] disclosure ... would have caused the reasonable investor to change his vote.' " *Id.* (citation omitted). "The question is rather whether there is 'a substantial likelihood that the disclosure of the omitted fact would have been viewed by the reasonable investor as having significantly altered the "total mix" of information made available.' " *Id.* (citation omitted). In accordance with the standard established under *Trulia*: (a) supplemental disclosures are required to address "a plainly material misrepresentation or omission," (b) the subject matter of the proposed release is to be narrowly drafted to include nothing more than the disclosure claims and fiduciary duty claims pertaining to the sale process, and (c) the record should demonstrate that such claims have been adequately investigated. *In re Trulia*, 129 A3d at 898.

Disclosures may be deemed immaterial because they only provide "extraneous details [that] do not contribute to a fair summary and do not add value for stockholders." *Id.* at 900–901. For example, when the company's board relied on the advice of a financial advisor, here Goldman Sachs, the "stockholders are entitled to receive in the proxy statement a fair summary of the substantive work performed by the investment bankers [ ] whose advice ... as to how to vote on a merger or tender [they] rely." *Id.* at 900 (quotation marks omitted). A "fair summary" is defined as a "summary" that "need not contain all information underlying the financial advisor's opinion or contained in its report to the board." *Id.* "The essence of a fair summary is not a cornucopia of financial data, but rather an accurate description of the advisor's methodology and key assumptions." *Id.* at 901.

The trial court did not err in finding that the supplemental disclosures could be construed as material. The revised financial projections regarding the company's anticipated future performance and the actual decreasing growth rate of certain of its subsidiaries in determining the valuation of the company supplied valuable information of precisely the sort that the Objectors claimed necessary. Thus, changes in the projected financial performance of the company are material to correct prior assumptions affecting valuation. Specifically:

> ***8** Additional disclosure may be required if "the omission of a related fact renders the partially disclosed information materially misleading." "When a document ventures into certain subjects, it must do so in a manner that is materially complete and unbiased by the omission of material facts." Even if the additional information independently would fall short of the traditional materiality standard, it must be disclosed if necessary to prevent other disclosed information from being misleading. [*Chen v. Howard–Anderson*, 87 A3d 648, 689 (Del Ch, 2014) (citations omitted).]

In addition, the supplemental disclosures corrected assumptions by Goldman Sachs regarding the company's available cash or cash flow pertaining to the sale of the physical headquarters, which had inaccurately been reported as a debt rather than an asset.

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Additionally, the trial court noted an important distinction between this case and the situation identified in *Trulia*. *Trulia*'s cited disfavor for disclosure-only settlement agreements is based on Delaware law, which does not afford shareholders or class members the opportunity to "opt out" of an action, thereby requiring closer scrutiny to protect their respective interests. *In re Resorts Int'l. Shareholders Litigation Appeals,* 570 A2d 259, 264 (Del Supr, 1990) ("Delaware suits for hearing and settlement as class and derivative actions are not subject to opt-out ...."). In contrast, MCR 3.501(A)(3) affords "[c]lass members ... the right to be excluded from an action[.]" The ability of a litigant in Michigan to opt out of a settlement affords protection against having an unfavorable settlement imposed on a member of a particular class and minimizes the need for the concern expressed by Delaware courts with regard to disclosure-only settlement agreements.

With regard to the scope of the release provided in exchange for the supplemental disclosures, the release provides, in relevant part:

> 4.3 The Settlement is intended to extinguish all Settled Claims, including Unknown Claims and, consistent with such intentions, Plaintiffs, the Class Members and the Released Persons waive, to the fullest extent permitted by law, the provisions, rights, and benefits of any state law, federal law, foreign law or principle(s) of common law which may have the effect of limiting the releases[.]

Earlier in the settlement agreement, plaintiffs "(on behalf of themselves and the Class) and Defendants," agreed that subject to the trial court's approval, "the Consolidated Action shall be dismissed with prejudice[.]" "Released Claims" were defined as

> collectively [comprising] any claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, including Unknown Claims that have been or could have been asserted ... by or on behalf of Plaintiffs, any of the Class Members, or Compuware ... arising out of ... the allegations to the Consolidated Action, the Complaint, the Merger Agreement, or disclosures made in connection therewith....

Actions to enforce the settlement were not "contemplated by this Stipulation."

In these matters, "the limiting principle is that a settlement can release claims that were not specifically asserted in the settled action, but only if those claims are based on the same identical factual predicate or the same set of operative facts as the underlying action." *In re Philadelphia Stock Exch, Inc.*, 945 A2d 1123, 1146 (Del Supr, 2008) (citation omitted). To prevent successive litigation of the issues, "a court may permit the release of a claim based on the identical factual predicate as that underlying the claims in the settled class action even though the claim was not presented and might not even been presentable in the class action." *Id.* (citation omitted). On the other hand,

> ***9** a release is overly broad if it releases claims based on a set of operative facts that will occur in the future. If the facts have not yet occurred, then they cannot possibly be the basis for the underlying action.... Additionally, a release may be overbroad if it could be interpreted to "encompass any claim that has some relationship—however remote or tangential—to any 'fact,' 'act,' or conduct 'referred to' in the Action." In other words, a release is overly broad if it releases claims based on a common set of tangential facts, as opposed to operative or core facts. [*Id.* (citations omitted).]

Given the relationship of the release to the "operative or core facts" comprising the current litigation, the stipulated release is not overly broad in its scope.

The trial court was satisfied with the extent of the discovery and investigation undertaken in granting approval of the final settlement. Despite the deficiencies asserted by the Objectors pertaining to the failure to depose Karmanos, plaintiffs obtained "approximately 39,000 pages of documents relating to the Transaction, including, among other things, board minutes and banker books, board presentations, management projections, financial analyses performed by Goldman Sachs, and emails from Defendants and Goldman Sachs." In addition, plaintiffs deposed Robert Paul (Compuware's former Chief Financial Officer), Jesse Cohn (Elliott Management's Senior Portfolio Manager and Head of United States Equity Activism), and Jason Rowe (Goldman Sachs' Managing Director of Technology, Media and Telecom Group). Aside from information pertaining to the arbitration involving Karmanos, which the parties assert was accessible and reviewed, the Objectors fail to identify any other information that was unavailable or not pursued to facilitate a determination regarding the value of the company

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or the fairness of the settlement. In such situations, the expectation would be that

> an objector seeking discovery [would] take a targeted, well-defined approach to specific discovery supported by a cogent argument as to why the specific information sought should have been known before a settlement was negotiated—that, in other words, such discovery is necessary in order to place any person who must competently recommend or assess the fairness of a proposed settlement in a position to do so. [*In re Amsted Indus, Inc. Litigation*, 521 A2d 1104, 1110 (Del Ch, 1986).]

The Objectors contest the conclusion reached by plaintiffs and defendants based on the information available rather than the amount or type of information obtained. As such, the discovery conducted was sufficient to permit plaintiffs to examine the value of the company and to judge the fairness of the proposed settlement.

III. FAIRNESS, REASONABLENESS AND ADEQUACY OF SETTLEMENT

Finally, the Objectors assert that the trial court erred in finding the settlement agreement fair, reasonable and adequate as it failed to conduct an independent assessment of the costs and benefits given and received by all of the litigants. The Objectors contend that they were ready, willing and able to proceed with prosecution of their claims and would have obtained a financial recovery. Although acknowledging that the successful litigation of their claims was not guaranteed, the Objectors allege that the trial court's approval of the settlement constituted an abuse of discretion. Further, the Objectors insist, the subsequent dismissal of the claims by the Karmanos family members, having opted out of the settlement agreement, cannot be used ad hoc to justify the trial court's determination of reasonableness.

***10** As explained in *Brinckerhoff v. Texas Eastern Prod. Pipeline Co., LLC.*, 986 A2d 370, 384 (Del Ch, 2010) (citations and quotation marks omitted):

> The law, of course, favors the voluntary settlement of contested issues. The settlement of representative litigation, however, is unique because the fiduciary nature of the [litigation] requires the Court ... to participate in the consummation of the settlement to the extent of determining its intrinsic fairness. The Court ... plays a special role when asked to approve the settlement of a class or derivative action. It must balance the policy preference for settlement against the need to insure that the interests of the class have been fairly represented.
>
> When assessing fairness, [the court is] not required to make a definitive evaluation of the case on its merits. To do so would defeat the basic purpose of the settlement of litigation. [R]ather [it] must consider the nature of the claims, possible defenses, the legal and factual circumstances of the case, and then apply [its] own business judgment in deciding whether the settlement is reasonable. The Court must especially balance the value of all the claims being compromised against the value of the benefit to be conferred on the Class by the settlement.

According to Delaware law, when dealing with appeals arising from shareholder litigation settlement agreements:

> The Court of Chancery's special role is matched by our own limited one. Because the Court of Chancery's decision constitutes an exercise of discretion, we review the record simply to determine whether that discretion has been abused. We do not exercise our own business judgment in an effort to evaluate independently the intrinsic fairness of the settlement. Rather, if the findings and conclusions of the Court of Chancery "are supported by the record and are the product of an orderly and logical deductive process, they will be accepted" and the decision will be affirmed. [*Barkan v. Amsted Indus., Inc.*, 567 A2d 1279, 1284 (Del Supr, 1989) (citations omitted).]

Similarly, in Michigan:

> [T]he acceptance of a settlement in a class-action case is within the trial court's discretion and is reviewed on appeal for an abuse of discretion. There is an overriding public interest in favor of settlements in class-action lawsuits. Factors to be considered by a trial court before approving a settlement include whether the settlement's terms are fair and reasonable, whether the settlement is a product of fraud, overreaching, or collusion, the relative strengths and weaknesses of the plaintiffs' claims, and the stage of the proceedings. Having considered a settlement offer in the context of other factors, the trial court does not necessarily abuse its discretion by accepting a settlement over the objections of the named representatives of a class. [*Brenner v. Marathon Oil Co.*, 222 Mich. App. 128, 133–134; 565 N.W.2d 1 (1997) (citations omitted).]

Ultimately, the Objectors' challenge to the trial court's approval of the settlement agreement reduces to an argument regarding the likelihood of the Objectors' success on their

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claims on the merits. This Court has previously recognized "the proposition that the nature and extent of the objections raised by a minority group of shareholders should be considered among other factors by the trial court in deciding whether to approve a proposed settlement that is acceptable to the majority of the class." *Brenner*, 222 Mich. App. at 135. However, when the trial court "reviews the fairness of a settlement, it must evaluate all of the circumstances of the settlement by using its own business judgment." *Barkan*, 567 A2d at 1284. The trial court is deemed to be "in the best position to evaluate the factors that support a settlement, [and this Court should] not second-guess its business judgment on appeal." *Id.* Rather, if there is evidence in the record to support the [court's] findings and if [its] conclusions are not the product of errors of law," the settlement approval should be affirmed. *Id.*

***11** There are basically two components to the Objectors' assertions regarding the trial court's alleged error in approval of the settlement: (a) that damages could have been realized after litigation based on the breach of fiduciary duties of the company's board because of its collusion with Thoma Bravo and members of the board having succumbed to threats by Elliott, and (b) that the value of the company as an ongoing enterprise was greater than the price obtained for the shareholders.

Addressing the allegations of collusion and intimidation requires recognition of the results of discovery conducted in this matter and the presumptions afforded by the business judgment rule. Specifically, MCL 450.1541a provides, in relevant part:

> (1) A director or officer shall discharge his or her duties as a director or officer including his or her duties as a member of a committee in the following manner:
>
> (a) In good faith.
>
> (b) With the care an ordinarily prudent person in a like position would exercise under similar circumstances.
>
> (c) In a manner he or she reasonably believes to be in the best interests of the corporation.
>
> (2) In discharging his or her duties, a director or officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
>
> (a) One or more directors, officers, or employees of the corporation, or of a business organization under joint control or common control, whom the director or officer reasonably believes to be reliable and competent in the matters presented.
>
> (b) Legal counsel, public accountants, engineers, or other persons as to matters the director or officer reasonably believes are within the person's professional or expert competence.
>
> (c) A committee of the board of which he or she is not a member if the director or officer reasonably believes the committee merits confidence.
>
> (3) A director or officer is not entitled to rely on the information set forth in subsection (2) if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (2) unwarranted.

Accordingly:

> "The business judgment rule is the 'presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was taken in the best interests of the company.' That presumption 'can be rebutted if the plaintiff shows that the directors breached their fiduciary duty of care or of loyalty or acted in bad faith.' The 'business judgment rule is [therefore] process oriented and informed by a deep respect for all good faith board decisions.' The rule requires substantial deference, and ultimately 'protects decisions unless they cannot be attributed to any rational business purpose.' " [*F5 Capital v. Pappas*, 856 F3d 61, 87 (CA 2, 2017).]

Specifically, "plaintiffs must plead particularized facts sufficient to raise (1) a reason to doubt that the action was taken honestly and in good faith or (2) a reason to doubt that the board was adequately informed in making the decision." *In re JP Morgan Chase & Co. Shareholder Litigation*, 906 A2d 808, 824 (Del Ch, 2005), aff'd 906 A2d 766 (Del Supr, 2006) (citations omitted).

The Objectors' claim that the board of directors, or certain members of the board, were unduly influenced by threats from Elliott or were in collusion to obtain preferential treatment has not been demonstrated to be true. Part of the supplemental disclosures obtained by plaintiffs dispelled these concerns, as all shareholders were treated in the same manner and received the same compensation. There was no demonstrable

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connection between any of the board members and Thoma Bravo. There was no evidence that any of the board members would receive a side deal or a separate benefit from the transaction, bolstered by the fact that none of the board members would retain their positions after the transaction or receive consulting or other deals of financial benefit.

***12** Although the Objectors contend that Elliott obtained "dossiers" containing embarrassing or compromising information on the board members to coerce their votes, the Objectors merely speculate regarding the content of those files. In addition, the Objectors alleged that Elliott attempted to coerce only two or three of the board members, a substantial minority of the board. Finally, the Objectors' claim of intimidation was disspelled by the deposition of Fritz Henderson. Henderson described what occurred when Jesse Cohn of Elliott met with Compuware's board. While Henderson believed that Elliott attempted to engage in intimidation, Henderson averred that Elliott was not successful. Despite queries and an opportunity to respond afforded by the trial court, the Objectors were unable to provide any further specificity with regard to their claims of collusion and intimidation.

In addition, the Objectors were unable to support their contention that the board members breached their duties in not obtaining a more lucrative settlement. There is nothing to suggest that the acquisition of Compuware by Thoma Bravo was other than an arm's length transaction. None of the board members were affiliated with Thoma Bravo or its subsidiaries. While other companies initially expressed interest, they dropped out of the bidding; only Thoma Bravo remained and submitted the highest bid. The board approved the transaction, but only following the receipt of advice from Goldman Sachs. Plaintiffs and the board received additional discovery and disclosures affirming that the settlement did not disproportionately benefit certain shareholders and that the various board members did not receive any form of side deals or preferential treatment.

The Objectors contend that the company's value was underestimated by Goldman Sachs because it was not valued based on the sum of its parts. This position does not take into consideration the revised figures relied on by Goldman Sachs following the company's receipt of lower than anticipated financial results and a commensurate reduction in the company's future financial projections. The trial court had available to it the competing analyses developed by the parties' respective experts and the agreed-upon share price fell within the share valuation range. Further, although the Objectors contend that the board neglected or failed to pursue more lucrative alternatives, such as a merger with another company that would have permitted the shareholders to retain an interest in the new entity, such an option was not a viable alternative given the withdrawal of the only entity considering a merger from the bidding process. At the end of the day, the only bidder standing and prepared to proceed with the acquisition was Thoma Bravo. Hence, because the Objectors failed to evidence bad faith, collusion or the breach of fiduciary duty by the board, any potential damages claim asserted by the Objectors lacks merit. A "claim for ... damages against the directors for breach of duty can survive only if the Complaint alleges facts from which it reasonably can be inferred that (1) a majority of the Board was not both disinterested and independent or (2) that the [Board] did not act in good faith." *In re MeadWestvaco Stockholders Litigation*, 168 A3d 675, 683 (Del Ch, 2017) (citations omitted).

The trial court clearly undertook an independent analysis in approving the settlement. The court recognized its obligations and the standards to be applied, before engaging in a thorough analysis of the applicable factors in determining the propriety of approving the settlement agreement. Given the content of the pleadings, briefs and evidence provided, the court did not abuse its discretion in approving the settlement agreement, having found it to be fair, reasonable and adequate. As noted previously, "there is a presumption in favor of the settlement when there has been arm's length bargaining among the parties, sufficient discovery has taken place to enable class counsel to evaluate accurately the strengths and weaknesses of the plaintiff's case, only a few members of the class object and their relative interest is small." *Crowhorn*, 836 A2d at 563. Even if the terms of a settlement agreement are not "ideal," approval should not be withheld if they are "fair and reasonable." *Jane Doe 30's Mother*, 64 A3d at 400.

***13** We affirm.

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