

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**

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

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Additional Plaintiffs' Counsel

**Pro Hac Vice Application Anticipated*

**STIPULATED 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 "Motion"). The Court has carefully reviewed the record, including the Motion, the Settlement Agreement ("Agreement") and its attached exhibits, the Supplemental Joint Declaration and its attached exhibit, 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 executed and submitted a Request for Exclusion prior to the expiration of the Opt-Out Period (see those identified in Exhibit 1 hereto); (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. 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, to be paid from the Settlement Fund. Additionally, the Court approves the payment of \$40,362.14 from the Settlement Fund 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 the foregoing 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

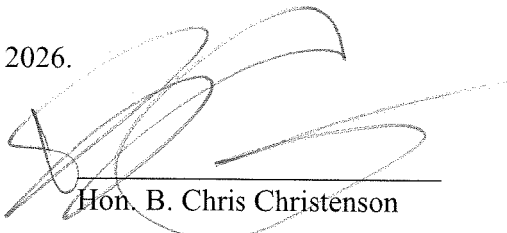
known or Unknown Claims, actual or contingent, liquidated or unliquidated.

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 4-21, 2026.


Hon. B. Chris Christenson

Dated: April 21, 2026

STIPULATED AS TO FORM:

/s/ E. Powell Miller

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Counsel for Defendant McLaren Health Care Corporation

CERTIFICATE OF SERVICE

I hereby certify that on April 21, 2026, I submitted for filing a copy of the forgoing by emailing the same to the Court Clerk at: sseng@geneseecountymi.gov; and served upon Defendant via electronic mail by sending to Defense Counsel via their e-mails of record as follows:

tlowe@mcdonaldhopkins.com
cdean@mcdonaldhopkins.com

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

Exhibit 1

OPT OUT REPORT
Womack-Devereaux v. McLaren

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
14	Luke	Spencer
15	Verna	Booms
16	Harry	Booms
17	Raymond	Baur
18	Norma	Baur
19	Gayle	Thompson
20	Joann	Rabideau
21	Lawrence	Rabideau
22	Teresa	Warner
23	Gary	Warner
24	Erin	Walton
25	Camille	Earegood
26	Keith	Schreck
27	Mary	Martin
28	Denise	Stewart
29	Darren	Davy
30	Nicole	Neely
31	Kevin	Kennel
32	Julia	Ford
33	Carol	Giancola
34	Julie	Vukelich
35	Gerald	Vukelich

36	Eduardo	Godoy
37	Debra	Pratt
38	Allan	Sulier
39	Kathleen	Watson
40	LaWanda	Miller
41	Bobbie Jo	Wager
42	Matthew	Hayden
43	Lorie	Alecci
44	Lorenzo	Rodriguez
45	James	Douglas
46	AnnaLee	DiGiovanni
47	Curtis	Damon
48	Rufina	Rubio Gonzalez
49	Myrna	Fournier
50	James	Hoxie
51	Kurt	Jones

* This Class Member submitted five (5) copies of his Request for Exclusion.