

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE**

Nina McClain,

*on behalf of herself and all others
similarly situated,*

Plaintiff,

v.

Henry Ford Health,

Defendant.

Case No. 25-000801-CZ

Hon. Kathleen M. McCarthy

CLASS ACTION

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

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

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

Date: 5/27/2025

Present: JUDGE KATHLEEN M. MCCARTHY
Hon. Kathleen M. McCarthy
Circuit Court Judge

Before the Court is Plaintiff's 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 ("Agreement").

WHEREAS, Plaintiff Nina McClain, on behalf of herself and a proposed Settlement Class, and Defendant Henry Ford Health have agreed, subject to Court approval, to settle the Action upon the terms and conditions in the Agreement;

NOW, THEREFORE, based on the Agreement, 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 contained in the Agreement should be finally approved as fair, reasonable, and adequate;

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

1. The Agreement (including Exhibits) is incorporated by reference in this Order, and all terms the Agreement defines have the same meaning in this Order.

2. **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 Settlement terms are within the range of fairness, reasonableness, and adequacy under the circumstances to warrant providing Notice to the

Settlement Class. 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 Persons of the truth of any allegations in the Action or of any liability, fault, or wrongdoing of any kind whatsoever by the Released Persons.

3. **Jurisdiction.** This Court has jurisdiction over the Action and all Parties, including Plaintiff and all potential Settlement Class Members.

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

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

All patients of Henry Ford Health residing in the United States who had a MyChart patient portal account with Henry Ford Health between January 1, 2020, to and through December 31, 2023.

6. 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;

7. 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;

8. Under MCR 3.501(A)(1)(c), for settlement purposes, the claims of Plaintiff are typical of the claims of the Settlement Class;

9. Under MCR 3.501(A)(1)(d), for settlement purposes, Plaintiff and Class Counsel

appointed below will fairly and adequately assert and protect the interests of the Settlement Class; and

10. 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.

11. Nina McClain is preliminarily appointed as Class Representative for the Settlement Class.

12. The following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Emily E. Hughes of The Miller Law Firm, P.C., David S. Almeida of Almeida Law Group LLC, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC, and Nicholas A. Coulson of Coulson P.C.

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

14. The Court finds the Notice Program specified in the Agreement 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 Agreement; (d) potential Settlement 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. 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.

15. As described in the Agreement, 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 entry of this Preliminary Approval Order, after which the Settlement Administrator shall deactivate the portal for submitting an Electronic Claim Form on the Settlement Website.

16. **Settlement Administrator.** The Court approves, and designates as Settlement Administrator, Simpluris. Proposed Class Counsel and Defendant may by written agreement substitute a different organization as Settlement Administrator, subject to approval by the Court. Absent agreement, either Proposed Class Counsel or Defendant 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 Agreement, 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 Agreement;
- d. The creation of a Settlement Website that shall contain: the Agreement; 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, Fee Award, and Incentive Award. 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 Proposed Class Counsel and Defendants' Counsel.

17. **Final Approval Hearing.** A Final Approval Hearing shall be held before this Court at **10:00 am on October 7, 2025**, at the Coleman A. Young Municipal Center, the Third Judicial Circuit Court of Michigan (2 Woodward Ave, Detroit, MI 48226), **Courtroom 913**, before the Hon. Kathleen M. McCarthy- Civil Division, or attendees may appear via video or teleconference (go to www.3rdcc.org/zoom/civil and click green icon next to Judge McCarthy, or by clicking this link: <https://miscao-3c.zoom.us/j/4972860578>). 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 Agreement; (c) gives Final Approval to the Settlement and directs the Parties and counsel to comply with and consummate the terms of the Agreement; (d) finds Proposed Class Counsel and Plaintiff adequately represented the Settlement Class; (e) finds the terms of the Agreement are fair, reasonable, and adequate to the Settlement Class Members; (f) finds that the Notice sent to the Settlement 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 Settlement 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 Plaintiff and all Settlement 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 Defendant and the other Released Persons, and are bound by the provisions of the Agreement; (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 to Class Counsel and the Incentive Award to Plaintiff.

18. **Filing of Claims.** Valid and completed Claim Forms must be submitted by the Claims Deadline, which is ninety (90) days after the date of this Preliminary Approval Order. Any errors or other deficiencies identified with completed Claim Forms shall be addressed in the manner specified in the Agreement.

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

a. Any potential Settlement Class Member who wishes to be excluded, meaning opt-out, from the Settlement Class and thus not bound by the terms of the Agreement must submit an opt-out request. To exercise the right to be excluded, a Person in 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 (*McClain v. Henry Ford Health*, Case No. 25-000801-CZ, Circuit Court for the County of Wayne); and (4) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement.

b. A request to be excluded 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(s) serving such a request shall be a member(s) of the

Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved.

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

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 Settlement Class Member who does not, using the procedures set forth in this Agreement 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 Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, 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.

20. Objections.

a. Any Settlement Class Member who does not submit a valid and timely opt-out request may submit an objection to the Settlement and/or the application for Fee Award and Incentive Award.

b. Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, as outlined in the Notice, to the Settlement Administrator, Class Counsel, Defendant's Counsel, and to the Clerk's Office (Wayne County Circuit Court, Coleman A. Young Municipal Center, 2 Woodward Avenue, Detroit, MI 48226), which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection (the "Objecting Attorneys"); (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and (6) a list, by case name, court, and case number (*McClain v. Henry Ford Health*, Case No. 25-000801-CZ, Circuit Court for the County of Wayne), of all other cases in which the objector and/or the Objecting Attorneys have filed an objection to any proposed class action settlement within the last three (3) years.

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

21. Final Approval and application for Fee Award and Incentive Award. Plaintiff

shall file her Motion for Final Approval of the Settlement, Fee Award, and Incentive Award, no later than fourteen (14) days before the date set for the Final Approval Hearing. The motion and all 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.

22. 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 Agreement 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 Agreement.

23. Defendant 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 the previously certified classes, should have been certified for class treatment.

24. The Class Representative, also a potential Settlement Class Member, and any persons purporting to act on her 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.

25. Further proceedings in the Action is 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 Agreement.

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

27. The Parties are authorized, without further approval from the Court, to agree to adopt amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) 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.

28. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

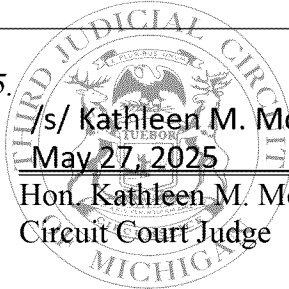
29. Based on the foregoing, the Court sets the following schedule of actions which must precede the Final Approval Hearing which will be held on October 7, 2025 at 10:00am:

EVENT	DATE
Defendant to provide contact information for Settlement Class Members	Within 14 days after entry of the Preliminary Approval Order
Notice Date	30 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 Attorneys' Fees, Costs, and Incentive Award	No Later than 14 days prior to the Exclusion and Objection Deadline
Exclusion Deadline for Opt-Outs and Objection Deadline for Objections	45 Days after Notice Date
Claims Deadline	90 days after the Preliminary Approval Order
Parties to Respond to Objections	No later than 7 days before the date set for the Final Approval Hearing

Final Approval Hearing	October 7, 2025 at 10:00 am, Courtroom 913 (the Hon. Kathleen M. McCarthy- Civil Division) or Attendees may appear via zoom: www.3rdcc.org/zoom/civil & click green icon next to Judge McCarthy, or direct access at this link: https://miscao-3c.zoom.us/j/4972860578
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IT IS SO ORDERED on 5/27/2025, 2025.

/s/ Kathleen M. McCarthy
May 27, 2025
Hon. Kathleen M. McCarthy
Circuit Court Judge



Submitted by:

/s/ Nicholas A. Coulson

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