

**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 FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT AND
APPLICATION FOR
ATTORNEYS' FEES, COSTS,
AND INCENTIVE AWARDS**

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

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

Date: 10/8/2025

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

Before the Court is Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Incentive 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 October 7, 2025.

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 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 Incentive Award;

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

1. **Jurisdiction.** This Court has jurisdiction over the Action and all Parties, including Plaintiff 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 Program 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) 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. The Notice Program was completed in compliance with the Preliminary Approval Order and Agreement. The Court finds the Notice Program 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 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.

Excluded from the Settlement Class are: (1) any Judge presiding over this Action, any members of the Judges' respective staffs, and immediate members of the Judge's family; (2) officers and directors of the Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; (3) persons who timely and validly request exclusion from and/or optout of the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Class Counsel.

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

6. **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 members;

7. **Typicality.** Under MCR 3.501(A)(1)(c), the claims of Plaintiff are typical of the claims of the Settlement Class;

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

9. **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.

10. **Class Representative.** Nina McClain is finally appointed as Class Representative for the Settlement Class.

11. **Class Counsel.** The following attorneys are finally 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.

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 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.

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.** No Class Members sought to be, or will be, excluded from the Class.

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 Class Member 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 and litigation costs in the amount of \$1,900,000.00, such amount to be paid in accordance with the terms of the Settlement Agreement.

17. **Incentive Award.** The Class Representative is to be awarded an Incentive Award of \$1,500.00, such amount to be paid in accordance with the terms of the Settlement Agreement.

18. **Settlement Administration Costs.** Consistent with the terms of the Agreement, Henry Ford Health shall pay all the Settlement Administration Costs to the Settlement Administrator Simpluris.

19. **Releases.** The Releasing Persons hereby fully and irrevocably release and forever discharge as of the Effective Date, and in exchange for the relief described in the Settlement, the

Class Representative and each Settlement Class Member, 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 Persons of and from the Released Claims. The Released Claims do not include any claim for enforcement of the Settlement, Final Approval Order, or Final Judgment. 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.

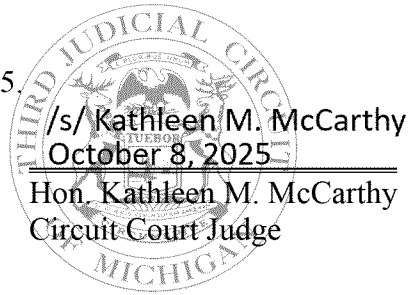
21. **Effective Date.** In the event the Effective Date of the Agreement does not occur, the Agreement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Agreement shall be null and void and the Action shall return to its status immediately prior to execution of the Agreement.

22. **Binding Effect.** The Court adjudges that the Parties and all Settlement Class Members shall be bound by the Agreement and this Order.

23. **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.

24. This resolves the last pending claim and closes the case.

IT IS SO ORDERED on 10/8/2025, 2025.



Submitted by:

/s/ Nicholas A. Coulson

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Approved as to Form:

/s/ Robert A. Farr

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