

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

IN RE HENRY FORD HEALTH
SYSTEM DATA SECURITY
LITIGATION

Case No: 2:23-cv-11736-GAD-KGA

Hon. Gershwin A. Drain

CLASS ACTION

JURY TRIAL DEMANDED

**ORDER AWARDING ATTORNEYS' FEES AND
COSTS AND SERVICE AWARDS**

This matter came before the Court for a duly noticed hearing on October 29, 2024 (the “Final Fairness Hearing”), upon *Plaintiffs’ Unopposed Motion for Attorneys’ Fees and Costs, and Service Awards* (the “Attorneys’ Fee and Costs Application”) in the above-captioned consolidated action (“Action”). The Court has considered the Attorneys’ Fee and Costs Application and all supporting and other related materials, including the matters presented at the Final Fairness Hearing. Due and adequate notice of the Class Action Settlement Agreement and Release entered into on June 14, 2024 (the “Settlement Agreement”)¹ having been given to the Settlement Class Members, the Final Fairness Hearing having been held, and the

¹ Unless otherwise defined herein, all capitalized terms used have the meanings set forth and defined in the Settlement Agreement.

Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has personal jurisdiction over Plaintiffs, Defendant Henry Ford Health System (“Defendant” or “HFHS”), and all Settlement Class Members, and subject matter jurisdiction over the Action to approve the Settlement Agreement and all exhibits attached thereto.

2. Notice of the Attorneys’ Fee and Costs Application was provided to potential Settlement Class Members in a reasonable manner, and such notice complies with Rule 23(h)(1) of the Federal Rules of Civil Procedure and due process requirements.

3. Class Counsel is hereby awarded attorneys’ fees in the amount of 33 and 1/3% of the Settlement Fund or \$233,333.33 (two hundred thirty-three thousand, three hundred thirty-three dollars and thirty-three cents), which shall be paid out of the Settlement Fund. Such payment shall be made pursuant to the terms of the Settlement Agreement.

4. Class Counsel is hereby awarded reasonable litigation costs and expenses, (“Costs”, S.A. § 1.19), in the amount of \$22,000.00, which shall be paid out of the Settlement Fund. Such payment shall be made pursuant to the terms of the Settlement Agreement.

5. Plaintiffs Briana Tabbs, Latricia Pelt, Brandi McKenzie, and David King are each individually awarded \$1,500.00 as a Service Award in recognition of their efforts on behalf of the Settlement Class, which shall be paid out of the Settlement Fund. Such payment shall be made pursuant to the terms of the Settlement Agreement.

6. Pursuant to Section 9.2 of the Settlement Agreement, 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.

7. In making these awards, the Court has considered and found that:

a. Class Counsel and Plaintiffs' Counsel have prosecuted the Action and achieved the Settlement with skill, perseverance, and diligent advocacy;

b. The Action involves numerous complex factual and legal issues and was actively litigated and, in the absence of a settlement, would have involved lengthy proceedings with uncertain resolution of the numerous complex factual and legal issues;

c. Had Class Counsel and Plaintiffs' Counsel not achieved the Settlement, a risk would remain that Plaintiffs and the Settlement Class may have recovered less or nothing from HFHS;

d. Public policy considerations support the requested fee, as only a small number of firms have the requisite expertise and resources to successfully prosecute cases such as the Action;

e. Notice was disseminated and posted advising that Class Counsel may move for an award of attorneys' fees up to (33 1/3%) (thirty-three and one-third percent) of the Settlement Fund, and, separately, reasonably incurred litigation expenses and costs (Costs), and that Class Representatives may seek a Service Award in an amount up to \$1,500.00 (One Thousand Five Hundred Dollars) per Class Representative;

f. The attorneys' fee award is fair, reasonable, appropriate and consistent with the awards in similar common fund cases, in view of the applicable legal principles and the particular facts and circumstances of the Action;

g. The Costs incurred were reasonable and necessary to the prosecution of the Action; and

h. Plaintiffs contributed their time and efforts to the prosecution of this Action for the benefit of the Settlement Class.

8. 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 Action 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. Pursuant to Section 9.3 of the Settlement Agreement, the Settlement is not conditioned upon the Court's approval of an award of Class Counsel fees and Costs or Service Awards.

9. The Settlement Administrator shall pay any attorneys' fees and Costs awarded by the Court to Class Counsel in the amount approved by the Court, from the Settlement Fund within five (5) Business Days after the Effective Date.

10. 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 five (5) Business Days after the Effective Date.

IT IS SO ORDERED.

Date: October 29, 2024

/s/Gershwin A. Drain
HONORABLE GERSWIN A. DRAIN
UNITED STATES DISTRICT JUDGE