

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

NOV -7 2025

RICK WARREN
COURT CLERK

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WADE QUICK and LAURA LANCE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

EMERGENCY MEDICAL
SERVICES AUTHORITY,

Defendant.

Case No. CJ-2024-2470

Honorable Judge Bonner

Consolidated with Case Number:

Case No. CJ-2024-2870

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

Before the Court is the Unopposed Motion for Preliminary Approval of Settlement ("Motion") of Plaintiffs Wade Quick ("Quick") and Laura Lance ("Lance") (collectively, "Plaintiffs"). Plaintiffs in this lawsuit (the "Lawsuit") assert claims on behalf of themselves and the proposed Settlement Class arising out of a data incident that Defendant Emergency Medical Services Authority ("Defendant" or "EMSA") experienced between February 10, 2024, and February 13, 2024, which potentially compromised the personally identifiable information ("PII") and protected health information ("PHI") (together, "Private Information") of certain patients and employees saved on its system as a result of the Data Incident (the "Data Incident").¹

On April 16, 2024, Plaintiff Quick filed a putative class action petition in the District Court of Oklahoma County, State of Oklahoma (Case No. CJ-2024-2470). On April 30, 2024, Plaintiff Lance also filed a putative class action petition in the District Court of Oklahoma County, State of

¹ Capitalized terms used herein shall have the meaning ascribed to them in the Class Action Settlement Agreement and Release (attached as an exhibit to Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement) unless otherwise defined herein.

Oklahoma (Case No. CJ-2024-2870). Subsequently, on July 10, 2024, Plaintiffs filed a Consolidated Class Action Petition (Case No. CJ-2024-2470) (the “Petition”). The Petition alleges that Defendant was targeted by an unauthorized third-party threat actor who gained access to Defendant’s computer network. Plaintiffs allege that, as a result of the Data Incident, their Private Information and that of the putative class they seek to represent may have been compromised. They allege that this Private Information may have included individuals’ names, addresses, dates of birth, dates of service, names of primary care providers, and Social Security numbers of current and former EMSA patients and employees.

In the Petition, Plaintiffs allege causes of action for: (i) Negligence; (ii) Negligence *Per Se*; (iii) Breach of Implied Contract; (iv) Unjust Enrichment; (v) Breach of Fiduciary Duty; and (vi) Declaratory and Injunctive Relief. In short, Plaintiffs premise these causes of action on Defendant’s alleged failure to safeguard its patients’ and employees’ Private Information. Plaintiffs also allege that, as a result of the Data Incident, Plaintiffs and the Settlement Class Members suffered injuries that include (without limitation): (i) actual misuse of their Private Information in the form of identity theft and fraud; (ii) the loss of the opportunity to control how their Private Information is used; (iii) the unauthorized access, acquisition, appropriation, disclosure, encumbrance, exfiltration, release, theft, use and/or viewing of their Private Information; (iv) out-of-pocket expenses associated with the prevention, detection, and recovery from identity theft, fraud and/or unauthorized use of their Private Information; (v) the lost opportunity costs associated with efforts to mitigate the actual and future consequences of the Data Incident; (vi) the continued risk to their Private Information; and (vii) future costs in terms of time, effort, and money that will be expended to prevent, detect, contest and repair the impact of the Data Incident.

On August 9, 2024, Defendant moved to dismiss Plaintiffs' Petition for lack of standing, under OKLA. STAT. TIT. 12 § 2012(B)(1), and for failure to state a claim upon which relief can be granted, under OKLA. STAT. TIT. 12 § 2012(B)(6). On December 6, 2024, the Court held a hearing on Defendant's Motion to Dismiss, and on January 7, 2025, the Court sustained in part and denied in part Defendant's Motion to Dismiss. Specifically, the Court granted Defendant's Motion to Dismiss as to Plaintiffs' claims of Negligence *Per Se*, Unjust Enrichment, and Declaratory and Injunctive Relief, and found that amendment would be futile with regards to these claims. Defendant's Motion to Dismiss was denied as to all other claims and standing.

On June 26, 2025, Defendant filed a second Motion to Dismiss Plaintiffs' Petition for Lack of Jurisdiction under OKLA. STAT. TIT. 12 § 2012(B)(1) and in accordance with the jurisdictional requirements under OKLA. STAT. TIT. 51 § 151, *et seq.* Prior to the Court holding a hearing on Defendant's second Motion to Dismiss, the Parties engaged in a formal mediation and post mediation negotiations. Defendant denies the remaining allegations in the Petition and denies any wrongdoing and liability in connection with the Data Incident. Further, Defendant maintains that it complied with all applicable laws.

On October 31, 2025, Plaintiffs and Defendant (together, the "Parties") executed a Class Action Settlement Agreement on behalf of themselves and the Settlement Class that Plaintiffs seek to certify. Having thoroughly reviewed the Settlement Agreement and exhibits thereto (collectively the "Settlement Agreement"), and having considered the arguments of the Parties, **THE COURT HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:**

1. The Court preliminarily approves the Settlement Agreement subject to the Final Approval Hearing, the purpose of which will be to decide whether to grant final approval of the

Settlement Agreement. The Court finds that the Settlement Agreement, the settlement set forth therein and all exhibits attached thereto or to Plaintiffs' Motion are fair, reasonable, and adequate, entered into in good faith, free of collusion to the detriment of the Settlement Class and within the range of possible judicial approval to warrant sending notice of the Lawsuit and the proposed Settlement Agreement to the Settlement Class and to hold a full hearing on the proposed settlement.

2. The Parties have agreed to a class action settlement of all Released Claims. Plaintiffs seek, and for purposes of settlement only, Defendant does not object to, certification of a Settlement Class with the following definition:

All individuals residing in the United States who were mailed notice that their Private Information may have been impacted by the Data Incident that Defendant experienced on or around February 2024.

Specifically excluded from the Settlement Class are (i) Defendant's officers, trustees, and directors; (ii) any entity in which Defendant has a controlling interest; (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant; (iv) members of the judiciary to whom this case is assigned, their families and members of their staff; (v) Settlement Class Members who submit a valid request for exclusion prior to the opt-out deadline; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Security Incident, or who pleads *nolo contendere* to any such charge. The Settlement Class may include as many as 518,811 individuals (each, a "Settlement Class Member").

3. The Court recognizes that Defendant reserves all of its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason.

4. For settlement purposes only, the Court preliminarily appoints Plaintiffs Wade Quick and Laura Lance as representatives of the Settlement Class.

5. For settlement purposes only, the Court preliminarily appoints the following attorney to act as Settlement Class Counsel for the Settlement Class: William B. Federman of Federman & Sherwood.

6. The Court finds that the prerequisites to a class action under 12 O.S. § 2023 have been satisfied for settlement purposes only in that: (i) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (ii) there are questions of law and fact common to the Settlement Class; (iii) the claims of the Class Representatives are typical of the claims of the Settlement Class they seek to represent; (iv) the Class Representatives and their attorneys will fairly and adequately represent the interests of the Settlement Class; (v) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and (vi) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

I. APPROVAL OF THE MANNER AND FORM OF NOTICE

7. The Notice Program implemented pursuant to the Settlement Agreement: (i) is reasonable and constitutes due, adequate and sufficient notice to all Persons entitled to receive notice; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Lawsuit and of their right to object to or to exclude themselves from the proposed settlement; and (iii) meets all applicable requirements of applicable law.

8. The Parties have submitted two proposed forms of Class Notice that are attached to the Settlement Agreement as exhibits: the Short Form Notice directed to Settlement Class Members (Exhibit B), and the Long Form Notice (Exhibit C).

9. The Court approves the Class Notice, the content of which (without material alteration from Exhibits B and C) meet the requirements of the United States Constitution as well as the Oklahoma Rules of Civil Procedure § 12-2023 and directs the Claims Administrator to disseminate the Class Notice in accordance with the Settlement Class Notice Program within thirty (30) days of the date of this Preliminary Approval Order.

10. Epiq has been selected to serve as the Claims Administrator under the terms of the Settlement Agreement. The Court hereby appoints Epiq to serve as the Claims Administrator and to be supervised jointly by Defense Counsel and Settlement Class Counsel in taking the actions below and performing any other duties of the Claims Administrator provided for in the Settlement Agreement.

a. Within thirty (30) days of entry of this Order Granting Preliminary Approval of Class Action Settlement, the Claims Administrator shall mail, via U.S. Mail, the appropriate Short Form Notices to Settlement Class Members. In sending Notices to the Settlement Class, the Claims Administrator shall adhere to and comply with in all material respects to the notice plan described in paragraph 13 of the Settlement Agreement.

b. On or before the Notice Completion Deadline, the Claims Administrator shall establish a dedicated settlement website, that includes the Settlement Agreement, the Long Notice, the Short Form Notice and the Claim Form (attached to the Settlement Agreement as Exhibits A–C) approved by the Court. The Claims Administrator shall maintain and update the website throughout the Claims Period. The Claims Administrator will also post on the settlement website copies of the Motion for Final Approval of the Settlement Agreement, and the Motion for Attorneys’ Fees and Costs Award and Service Awards. A toll-free number with interactive voice response and FAQs shall also be

maintained by the Claims Administrator, as well as a P.O. Box by which Settlement Class Members can seek additional information.

c. Prior to the Final Approval Hearing, Counsel for the Parties shall cause to be filed with the Court an appropriate declaration from the Claims Administrator demonstrating compliance with the Court-approved Notice Program.

11. The Claims Administrator shall provide the Parties with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed Requests for Exclusions. Settlement Class Counsel will file these materials with the Court, with any personal information other than names and cities and states of residence redacted with their Motion for Final Approval of Class Action Settlement.

II. PARTICIPATION IN, EXCLUSION FROM, OR OBJECTION TO THE SETTLEMENT AGREEMENT

12. Each form described in this section shall be deemed to be submitted when postmarked or when electronically received by the Claims Administrator if submitted electronically.

13. Settlement Class Members who wish to receive monetary benefits under the Settlement Agreement must properly and timely complete, sign, and submit a Claim Form in accordance with the instructions contained therein. All Claim Forms must be submitted no later than ninety (90) days from the Notice Completion Deadline.

14. Settlement Class Members that wish to exclude themselves from (*i.e.*, opt out of) the Settlement Agreement must send a written request for exclusion that:

- a. States the Settlement Class Member's full name, address, and phone number;
- b. Includes the title and number of the case;

c. Clearly manifests the Settlement Class Member's intent to be excluded from the Settlement Agreement; and

d. Includes the Settlement Class Member's signature.

15. All Requests for Exclusion must be submitted no later than sixty (60) days from the Notice Completion Deadline. Any member of the Settlement Class who submits a timely request for exclusion may not file an objection to the Settlement Agreement and shall be deemed to have waived any rights or benefits under the Settlement Agreement.

16. Any Settlement Class Member who fails to submit a timely and complete request for exclusion sent to the proper address shall be subject to and bound by the Settlement Agreement and every order or judgment entered pursuant to the Settlement Agreement. Any purported request for exclusion or other communication sent to such address that is unclear or internally inconsistent with respect to the Settlement Class Member's desire to be excluded from the Settlement Class will be deemed invalid unless determined otherwise by the Court. Requests for exclusion signed only by counsel or another representative shall not be permitted.

17. Any Settlement Class Member who wishes to be heard at the Final Approval Hearing, or who wishes for any objection to be considered, must file with the Court and mail to Class Counsel and Defendant's counsel written objections that include: (i) the title and number of the case; (ii) the objector's name, address, and phone number; (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Notice you received; (iv) all legal and factual bases for any objection; (v) copies of any documents that the objector wants the Court to consider; (vi) whether the objector wishes to appear at the Final Approval Hearing; (vii) a list of any documents or witnesses the Settlement Class Member intends to call on his or her behalf; (viii) whether he or she is represented by a lawyer and, if so, the name, address, and

telephone number of your lawyer, and whether they will appear at the Final Approval Hearing; (ix) the number of times the objector has objected to a class action settlement within the five (5) years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; and (x) your signature (a lawyer's signature is not sufficient).

18. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless an objection is filed with the Court and mailed to counsel for the Parties no later than sixty (60) days from the Notice Completion Deadline.

19. Except upon a showing of good cause, any Settlement Class Member who fails to substantially comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement, including the Release, and by all proceedings, orders and judgments in the Lawsuit.

20. Class Counsel and Defense Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court no later than fourteen (14) days prior to the Final Approval Hearing.

21. Settlement Class Members may not both object and opt out. If a Class Member submits both a request for exclusion and an objection, the request for exclusion shall be controlling.

22. Any Settlement Class Member who does not file a timely, written objection to the Settlement Agreement or who fails to otherwise comply with the requirements outline above in paragraphs shall be foreclosed from seeking any adjudication or review of the Settlement Agreement by appeal or otherwise.

III. FINAL APPROVAL HEARING AND RELATED DEADLINES

23. This Court will hold a Final Approval Hearing on April 4, 2026 at 9 a.m./p.m. at the District of Oklahoma County, State of Oklahoma, or by remote or virtual means as ordered by the Court. The purposes of the Final Approval Hearing will be to consider the fairness, reasonableness and adequacy of the proposed settlement and the application for an award of Attorneys' Fees, Costs, and Service Awards, and to consider whether the Court should issue a Final Order and Judgment approving the Settlement Agreement, granting Class Counsel's application for fees and costs, and granting the Service Award application of Plaintiffs.

24. The Court reserves the right to adjourn the Final Approval Hearing without further notice to Settlement Class Members, or to approve the Settlement Agreement with modification without further notice to Settlement Class Members.

25. Any Settlement Class Member may appear at the Final Approval Hearing by filing with the Clerk of the Court a written notice of objection in accordance with the requirements outlined above and including a statement that he or she intends to appear at the Final Approval Hearing, either with or without counsel, along with a list of all Persons, if any, that will be called to testify in support of the objection.

26. If any Settlement Class Member hires an attorney to represent the Settlement Class Member at the Final Approval Hearing, that attorney will be at the Settlement Class Member's expense.

27. Any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement Agreement and who intends to make an appearance at the Final Approval Hearing must provide to Class Counsel and Defense Counsel and file with the Clerk of the Court a notice of intention to appear no later than sixty (60) days after the Notice Date.

28. Class Counsel's papers in support of any application for Attorneys' Fees, Costs, and Service Awards shall no later than fourteen (14) days prior to the opt-out and objection deadlines.

29. Class Counsel's papers in support of final approval of the Settlement Agreement shall be filed no later than fourteen (14) days prior to the Final Approval Hearing. If any reply papers are necessary, they shall be filed no later than seven (7) days prior to the Final Approval Hearing.

IV. EFFECT OF THIS PRELIMINARY APPROVAL ORDER

30. All proceedings in the Lawsuit other than those related to approval of the Settlement Agreement are hereby stayed.

31. If for any reason the Settlement Agreement fails to become effective in accordance with its terms, or if the judgment is not entered or is reversed, vacated or materially modified on appeal (and, in the event of material modification—which shall not include any modification to an award of Attorneys' Fees, Costs, and Service Awards—if either party elects to terminate the Settlement Agreement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement Agreement, survive termination of the Settlement Agreement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement Agreement.

32. As set forth in the Settlement Agreement, the fact and terms of this Order and the Settlement Agreement, all negotiations, discussions, drafts, and proceedings in connection with this Order and the Settlement Agreement, and any act performed or document signed in connection with this Order and the Settlement Agreement, shall not, in this or any other court, administrative agency, arbitration forum or other tribunal, constitute an admission or evidence or be deemed to

create any inference against any party, including, but not limited to: (i) of any acts of wrongdoing or lack of wrongdoing; (ii) of any liability on the part of Defendant to the Plaintiffs, the Settlement Class or anyone else; (iii) of any deficiency of any claim or defense that has been or could have been asserted in this case; (iv) that Defendant agrees that a litigation class may be properly certified in this case; (v) of any damages or lack of damages suffered by the Plaintiffs, the Settlement Class or anyone else; or (vi) that any benefits obtained by the Settlement Class pursuant to the Settlement Agreement or any other amount represents the amount that could or would have been recovered in the actions in this case if they were not settled at this point in time. The fact and terms of this Order and the Settlement Agreement, all negotiations, discussions, drafts and proceedings in connection with this Order and the Settlement Agreement, including but not limited to the judgment and the release of the Released Claims provided for in the Settlement Agreement and any judgment, shall not be offered or received in evidence or used for any other purpose in this or any other proceeding in any court, administrative agency, arbitration forum or other tribunal, except as necessary to enforce the terms of this Order and/or the Settlement Agreement.

33. All members of the Settlement Class (unless and until they have timely and properly excluded themselves from the Settlement Class) are preliminarily enjoined from: (i) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant, participant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Lawsuit or the Released Claims; (ii) filing, commencing, participating in or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any member of the Settlement Class that has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class

allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Lawsuit or the Released Claims; and (iii) attempting to effect opt outs of a class of individuals in this lawsuit or any other lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Lawsuit or the Released Claims.

34. Any member of the Settlement Class that does not submit a timely, written request for exclusion from the Settlement Class (*i.e.*, become an opt-out) will be bound by all proceedings, orders and judgments in the Lawsuit, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

V. SUMMARY OF DEADLINES

Notice Completion Deadline	No later than thirty (30) days following entry of the Preliminary Approval Order.
Exclusion Deadline and Objection Deadline	Sixty (60) days from the Notice Completion Deadline.
Motion for Attorneys' Fees, Costs, and Service Awards	At least fourteen (14) days before the Exclusion Deadline and Objection Deadline.
Motion for Final Approval	At least fourteen (14) days prior to the Final Approval Hearing.
Reply to Motion for Final Approval (if necessary)	If any reply papers are necessary, they shall be filed no later than seven (7) days prior to the Final Approval Hearing:
Final Approval Hearing	<u>April 10</u> , 2026 at <u>9</u> a.m./p.m. at the District of Oklahoma County, State of Oklahoma

Dated:

11/4/25

ANTHONY L. BONNER JR.

HON. JUDGE BONNER

APPROVED AS TO FORM:

Date: 10/31/2025

CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT

NOV -7 2025

Respectfully submitted,

RICK WARREN COURT CLERK
Oklahoma County

Rick Warren

**COUNSEL FOR PLAINTIFFS AND THE
SETTLEMENT CLASS:**

William B. Federman

William B. Federman, OBA # 2853
(Interim Lead Class Counsel)
FEDERMAN & SHERWOOD
10205 North Pennsylvania Ave.
Oklahoma City, Oklahoma 73120
Telephone: (405) 235-1560
Facsimile: (405) 239-2112
Email: wbf@federmanlaw.com

COUNSEL FOR DEFENDANT:

Kristopher E. Koepsel

Kristopher E. Koepsel
RIGGS ABNEY NEAL TURPEN
ORBISON & LEWIS PC
502 West 6th Street
Tulsa, Oklahoma 74119
Telephone: (918) 587-3161
Facsimile: (918) 587-9708
Email: kkoepsel@riggsabney.com

Lisa A. Houssiere*
BAKER & HOSTETLER LLP
811 Main Street, Suite 1100
Houston, Texas 77002
Telephone: (713) 751-1600
Facsimile: (713) 751-1717

Email: lhoussiere@bakerlaw.com

Olivia S. Williams*

BAKER & HOSTETLER LLP

1170 Peachtree Street, NE, Suite 2400

Atlanta, Georgia 30309

Telephone: (404) 256-8423

Facsimile: (404) 459-5734

Email: owilliams@bakerlaw.com

**Admitted pro hac vice*