

DAMON QUINN and SCOTT MORAN, on	§	
behalf of themselves and on behalf of all other	§	
similarly situated individuals,	§	
	§	DISTRICT COURT OF TEXAS
Plaintiff,	§	37TH JUDICIAL DISTRICT
	§	BEXAR COUNTY
v.	§	
	§	
B.D. HOLT CO. and affiliated entities, d/b/a	§	
HOLT GROUP,	§	
	§	
Defendant.	§	

**~~PROPOSED~~ AGREED ORDER GRANTING UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL ORDER OF CLASS ACTION SETTLEMENT**

Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. The Court has received the Motion and Memorandum in Support, as well as the Declaration of William B. Federman, and the Settlement Agreement¹ between Plaintiff Damon Quinn and Defendant, and after review, the Court preliminarily finds the proposed Settlement is fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

Preliminary Certification of the Settlement Class

(1) The Court preliminarily certifies the following Settlement Class:

All individuals residing in the United States whose Private Information was potentially accessed or acquired in the Data Incident experienced by Defendant between December 26, 2024 and December 27, 2024 and who were sent a letter notifying them of the Data Incident. Excluded from the Settlement Class are (a) Defendant and Defendant's affiliates, parents, subsidiaries, directors, agents, and officers; (b) governmental entities; and (c) the Judge assigned to the Action, that Judge's immediate family, and Court staff.

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as in the Settlement Agreement.

This Settlement Class is preliminarily certified for purposes of settlement only.

(2) The Court determines that, for settlement purposes, the proposed Settlement Class meets all the requirements of Tex. R. Civ. P. 42, namely that the class is so numerous that joinder of all members is impractical; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class representatives will fairly and adequately protect the interests of the class as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

(3) Damon Quinn are designated and appointed as the Class Representative.

(4) William B. Federman of Federman & Sherwood and Jeff Ostrow of Kopelowitz Ostrow P.A. are appointed as Class Counsel. The Court finds that Class Counsel are experienced and will adequately protect the interests of the Settlement Class.

Preliminary Approval of the Proposed Settlement

(5) Upon preliminary review, the Court finds the proposed Settlement Agreement and Settlement are fair, reasonable, and adequate, otherwise meet the criteria for approval, and warrant issuance of notice to the Settlement Class. Accordingly, the proposed Settlement Agreement and Settlement are preliminarily approved.

Final Approval Hearing

(6) A Final Approval Hearing shall take place before the Court on _____, 2026, at ____ a.m./p.m., at the 37th Civil District Court, Bexar County Courthouse, 100 Dolorosa Street, San Antonio, Texas 78205, or by telephonic or other virtual means, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement

purposes pursuant to Tex. R. Civ. P. 24; (b) the Settlement should be finally approved as fair, reasonable and adequate and, in accordance with the Settlement Agreement's terms, all claims in the Complaint and action should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement; (d) the proposed Final Approval Order should be entered; and (e) the Application of Attorneys' Fees, Costs, and Service Awards should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing.

(7) Class Counsel shall submit their Application of Attorneys' Fees, Costs, and Service Awards no later than 15 days before the Objection Deadline.

(8) Any Settlement Class Member that has not timely and properly opted-out of the Settlement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement; provided, however, that no Settlement Class Member that has elected to opt-out of the Settlement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement unless the Settlement Class Member complies with the requirements of this Order pertaining to objections, which are described below.

Administration

(9) Simpluris, Inc. is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all Claims submitted by any Settlement Class member, and all other obligations of the Settlement Administrator as set forth in the Settlement. All Settlement Administration Costs incurred by the Settlement Administrator will be paid by Defendant as provided in the Settlement Agreement. Class Counsel and counsel for

Defendant may, upon mutual agreement, identify and select a different Settlement Administrator, if they deem it necessary to do so.

Notice to the Settlement Class

(10) The Postcard Notice, Long Form Notice, and Claim Form attached to the Settlement Agreement as Exhibits 1 through 3, satisfy the requirements of Tex. R. Civ. P. 42 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court and with the agreement of Class Counsel and counsel for Defendant. The Settlement Administrator is directed to carry out Notice and to perform all other tasks that the Settlement Agreement requires of the Settlement Administrator.

(11) The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Settlement Agreement, Postcard Notice, Long Form Notice, and Claim Form: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed Settlement, and their rights under the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Tex. R. Civ. P. 42, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class members.

Opting-Out of the Settlement Class

(12) Any individual that wishes to opt-out of the Settlement must mail a written notification of such intent by United States mail to the designated address established by the Settlement Administrator, postmarked on or before 30 days before the initial scheduled Final

Approval Hearing. The written notification must clearly manifest an intent to be excluded or opt-out of the Settlement and Settlement Agreement and must include the requester's name, address, telephone number, email address, and signature. Any individual who does not submit a valid and timely request to opt-out in the manner described herein shall be bound by the Settlement, including all releases and covenants therein, as well as all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

(13) All individuals who submit valid and timely requests to opt-out of the Settlement shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Settlement; (iii) gain any rights by virtue of the Settlement; or (iv) be entitled to object to any aspect of the Settlement.

(14) The Settlement Administrator shall provide the parties with copies of all opt-out requests promptly upon receipt and a final list of all persons that have timely and validly opted out of the Settlement Class in accordance with the terms of the Settlement Agreement and herein. Prior to the Final Approval Hearing, the Settlement Administrator shall also prepare and execute a declaration identifying each individual who timely and validly requested to opt-out of the Settlement.

Objections to the Settlement

(15) A Settlement Class Member that complies with the requirements of this Order may object to the Settlement.

(16) No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is submitted to the Court on or before 30 days before the

initial scheduled Final Approval Hearing. For the objection to be considered by the Court, the written objection must include:

- (i) the objector's full name, mailing address, telephone number, and email address (if any);
- (ii) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- (iii) the number of times the objector has objected to a class action settlement within the 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;
- (iv) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- (v) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have

objected to a class action settlement within the preceding 5 years;

- (vi) the identity of all counsel (if any) representing the objector, and whether they will appear at the Final Approval Hearing;
- (vii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- (viii) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- (ix) the objector's signature (an attorney's signature is not sufficient).

(18) A written notice of objection must be mailed to the Settlement Administrator.

Objections may also be electronically filed in the Action's electronic docket on or before the

Objection Deadline with service on:

Class Counsel

William B. Federman
Federman & Sherwood
4131 N. Central Expressway, Ste. 900
Dallas, TX 75204
wbf@federmanlaw.com

Jeff Ostrow
Kopelowitz Ostrow P.A.
1 West Las Olas Blvd., Ste. 500
Fort Lauderdale, FL 33301
ostrow@kolaywers.com

Defendant's Counsel

Cornelia Brandfield-Harvey
Baker & Hostetler LLP
999 Third Ave, Ste. 3900
Seattle, WA 98104
cbrandfieldharvey@bakerlaw.com

(19) Any Settlement Class Member who fails to object to the Settlement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be

precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

Claims Process and Distribution Plan

(20) The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a Valid Claim. The Court preliminarily approves this process.

(21) Settlement Class members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form. If the Settlement is finally approved, all Settlement Class Members that qualify for any benefit under the Settlement, but who fail to submit a Valid Claim in accordance with the requirements and procedures specified in the Settlement Agreement, including submitting the Claim Form, shall be forever barred from receiving any such benefit. Such Settlement Class Members will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the Settlement, including the releases included in the Settlement Agreement, and the Final Approval Order and judgment.

Termination of the Settlement and Use of this Order

(22) This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement Agreement. In such event, the Settlement Agreement and Settlement shall become null and void and be of no further force and effect, and neither the Settlement Agreement (including attachments or exhibits and any Settlement-related filings) nor the Court's orders, including this Order, relating to the Settlement

shall be used or referred to for any purpose whatsoever.

(23) If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Class Representative or any other Settlement Class member that his or her claims lack merit or that the relief requested is inappropriate, improper, or unavailable; and shall not constitute a waiver by any party of any defense (including without limitation any defense to class certification) or claims it/he/she may have in this action or in any other lawsuit or proceeding.

Stay of Proceedings

(24) Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order, or until further order of this Court.

Continuance of Final Approval Hearing

(25) The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

Actions By Settlement Class Members

(26) The Court stays and enjoins, pending Final Approval of the Settlement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Defendant related to the Data Incident.

Jurisdiction

(27) The Court finds it has personal and subject-matter jurisdiction over this matter, the Parties, and all Settlement Class Members.

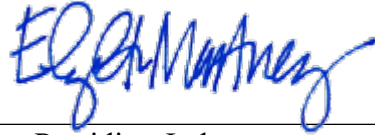
Summary of Deadlines

(28) The Settlement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement and this Order include, but are not limited to, the following:

ACTION	DEADLINE
Notice Program begins	30 days after entry of this Preliminary Approval Order
Motion for Final Approval (including Application for Attorneys' Fees, Costs, and Service Awards)	At least 45 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	Not more than 90 days after the Notice Program begins and 15 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	_____, 2026 at _____ am/pm [no earlier than 90 days after Notice Program begins (i.e., 110 days after entry of this Preliminary Approval Order)]

8/28/2026

IT IS SO ORDERED this ____ day of _____, 2026.



Presiding Judge

Judge Elizabeth Martinez

Presiding Judge

73rd District Court

AGREED AS TO FORM AND SUBSTANCE.

/s/ William B. Federman

William B. Federman

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