

EXHIBIT A

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

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

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between: (i) Plaintiffs Wade Quick (“Quick”) and Laura Lance (“Lance”) (collectively, “Plaintiffs”), individually and on behalf of the Settlement Class (as defined below), by and through court-appointed interim class counsel of record William B. Federman of Federman & Sherwood (“Class Counsel”); and (ii) Defendant Emergency Medical Services Authority (“Defendant” or “EMSA”), by and through its counsel of record, Baker & Hostetler LLP and Riggs, Abney, Neal, Turpen, Orbison, & Lewis (collectively, “Defense Counsel”). Plaintiffs and Defendant are collectively referred to herein as the “Parties.” This Settlement Agreement is intended by the Parties to resolve, discharge and settle all of Plaintiffs’ Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court’s approval fully, finally, and forever.

I. RECITALS

WHEREAS, Plaintiff Quick was an employee of Defendant and Plaintiff Lance was a patient of Defendant;

WHEREAS, Plaintiffs allege that on February 13, 2024, Defendant identified suspicious activity on its IT network and, after an investigation, learned that an unauthorized party had gained access to its network and, between February 10, 2024, and February 13, 2024, acquired files that contained information pertaining to certain patients and employees of Defendant (the “Data Incident”);

WHEREAS, 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) (the “*Quick Action*”) alleging that Defendant negligently failed to protect and safeguard his and the putative classes’ highly sensitive personally identifiable information (“PII”) and protected health information (“PHI”) (together, “Private Information”). Plaintiff Quick sought compensatory damages, punitive damages, nominal damages, restitution, injunctive relief and declaratory relief, reasonable attorneys’ fees and costs, and all other remedies the Court deemed just and proper;

WHEREAS, on April 30, 2024, Plaintiff Lance also filed a putative class action petition in the District Court of Oklahoma County, State of Oklahoma (Case No. CJ-2024-2870) (the “*Lance Action*”) alleging that Defendant failed to properly secure, safeguard, encrypt, and/or to timely and adequately destroy her and the putative classes’ sensitive personal information that it acquired and stored for business purposes. Plaintiff Lance sought compensatory damages, reimbursement of out-of-pocket costs, injunctive relief, and declaratory relief;

WHEREAS, on June 10, 2024, the Court consolidated the *Quick Action* and the *Lance Action* and appointed William B. Federman of Federman & Sherwood as interim lead class counsel;

WHEREAS, on July 10, 2024, Plaintiffs filed a Consolidated Class Action Petition (Case No. CJ-2024-2470) (the “Lawsuit”);

WHEREAS, on August 9, 2024, Defendant moved to dismiss Plaintiffs' Consolidated Class Action Petition for lack of standing under 12 O.S. § 2012(B)(1), and for failure to state a claim upon which relief can be granted under 12 O.S. § 2012(B)(6);

WHEREAS, on September 9, 2024, Plaintiffs filed their Response in Opposition to Defendant's Motion to Dismiss, and on October 15, 2024, Defendant filed its Reply in Further Support of its Motion to Dismiss;

WHEREAS, 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;

WHEREAS, on April 4, 2025, the Court entered the Parties' Joint Scheduling Order which set various case deadlines, including completing mediation by June 30, 2025;

WHEREAS, between March 2025 and June 2025 the Parties engaged in discovery, including: (i) Plaintiffs served initial disclosures, interrogatories, requests for admission, and requests for production of documents on Defendant; (ii) the Parties negotiated and entered into a Protective Order and ESI Protocol; (iii) Class Counsel met and conferred with Defense Counsel regarding Plaintiffs' discovery requests; and (iv) Defendant responded to Plaintiffs' discovery requests, including producing documents;

WHEREAS, on June 26, 2025, Defendant filed a second Motion to Dismiss Plaintiffs' Consolidated Class Action Petition for Lack of Jurisdiction under 12 O.S. § 2012(B)(1) and in accordance with the jurisdictional requirements under 51 O.S. § 151 *et seq.*;

WHEREAS, on June 30, 2025, the Parties engaged in a full day mediation, in person in Dallas, Texas, with experienced mediator John DeGroote, Esq.;

WHEREAS, although the Parties did not reach an agreement during the June 30, 2025, mediation, the Parties continued to engage in tough arm's-length settlement negotiations through the mediator;

WHEREAS, on August 1, 2025, Plaintiffs filed their Response in Opposition to Defendant's Motion to Dismiss for Lack of Jurisdiction;

WHEREAS, on or around August 5, 2025, the Parties, desiring to resolve any claims related to the Data Incident, rather than continue litigating the matter, reached an agreement on the class benefits of a proposed class action settlement and, on August 12, 2025, filed a Joint Notice of Settlement with the Court;

WHEREAS, Defendant denies any wrongdoing and liability in connection with the Data Incident and maintains that it complied with all applicable law;

WHEREAS, Plaintiffs and Class Counsel strongly believe in the merits of Plaintiffs' claims and the ability to move forward in this Lawsuit, however, in consideration of all the circumstances, including: (i) the significant risks and costs associated with protracted litigation; (ii) the discovery responses and documents provided by Defendant to date; (iii) the beneficial emergency services Defendant provides to the community; (iii) the possibility that a larger settlement could diminish the emergency services Defendant provides to the community; (iii) the limited funds available for a class action settlement; and (iv) after prolonged and serious arm's-length settlement negotiations between the Parties, Class Counsel believe the proposed settlement embodied in the Settlement Agreement is fair, reasonable, and adequate, and is in the best interests of the Settlement Class (as defined in Paragraph 1 below);

WHEREAS, Defendant indicated its intent to contest every claim in the Lawsuit and maintains that it has consistently acted in accordance with governing laws, but after prolonged and

serious arm's-length settlement negotiations with Class Counsel through a mediator, and considering the expenses that would be necessary to defend the Lawsuit and the benefits of a final resolution of the Lawsuit, Defendant concluded that it is in its best interests to settle the Lawsuit on the terms and conditions set forth in the Settlement Agreement;

WHEREAS, the Parties and their respective counsel have engaged in arm's-length settlement negotiations and mutually desire to settle the Lawsuit fully, finally, and forever on behalf of the Settlement Class and for the Released Claims (defined in Paragraph 10 below) in accordance with the terms and conditions of the Settlement Agreement, which the Parties believe constitute a fair and reasonable compromise of the claims and defenses asserted in the Lawsuit and upon final approval of the Court;

WHEREAS, based on their evaluation of the facts and the law, Plaintiffs and Class Counsel have agreed to settle the Lawsuit after considering such factors as: (i) the benefits to the Settlement Class; (ii) the risk, uncertainty, cost, and delay of litigation; and (iii) the desirability of obtaining relief for Plaintiffs and the Settlement Class now rather than later (or not at all);

WHEREAS, Plaintiffs and Class Counsel have determined that the Settlement Agreement provides substantial benefits to the Settlement Class and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Lawsuit;

WHEREAS, Defendant and its counsel have made similar determinations, and, while denying any wrongdoing or liability, Defendant enters into the Settlement Agreement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the disruption of its business operations.

II. CERTIFICATION OF SETTLEMENT CLASSES

1. The Settlement Class:

The “Settlement Class” is defined as follows:

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.

Excluded from the Settlement Class are: (i) Defendant’s officers, trustees, and directors; (ii) any entity in which Defendant has a controlling interest; and (iii) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are: (i) members of the judiciary to whom this case is assigned, their families and members of their staff; (ii) Settlement Class Members who submit a valid request for exclusion prior to the opt-out deadline; and (iii) 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 who were notified that their Private Information may have been affected in the Data Incident that Defendant experienced in February 2024 (each, a “Settlement Class Member”).

2. Certification of Settlement Class: Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class for settlement purposes only. Defendant agrees not to object to this request but does so without waiving its right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in Paragraph 19) does not occur.

III. SETTLEMENT BENEFITS

3. **Settlement Benefits and Aggregate Cap:** If the proposed settlement receives final approval, Defendant will pay: (i) Settlement Class Members who timely submit valid claim forms (each, a “Claimant”) for the categories of benefits described in Paragraph 3(A)–(E); (ii) the Court-approved Class Counsel Payment described in Paragraph 7(A); (iii) the Service Award Payments described in Paragraph 7(B); and (iv) and the cost of notice and settlement administration described in Paragraph 8. In no event shall (i), (ii), (iii), and (iv) (described in the preceding sentence) exceed an aggregate amount of One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00). In the event the aggregate amount of (i), (ii), (iii), and (iv) exceeds the One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) aggregate cap, Settlement Class Members’ benefits (described in Paragraph 3(A)–(E), shall be reduced by a pro-rata share.

A. If the proposed settlement receives final approval, Defendant will provide to each Claimant the following benefits on the terms set forth below:

- i. **Credit Monitoring:** Defendant will provide two (2) years of single-bureau identity protection and credit monitoring service, free of charge, to Claimants who elect to enroll in the service.
- ii. **Compensation for Monetary and Out-of-Pocket Losses:** Defendant will provide Claimants with compensation for the following documented and unreimbursed losses, up to a total of Three Thousand Dollars and Zero Cents (\$3,000.00) per Settlement Class Member, that are fairly traceable to the Data Incident:

1. Out of pocket expenses incurred, between February 10, 2024, and the close of the Claims Period (as defined in Paragraph 4), as a result of the Data Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel;
 2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between February 10, 2024, and the close of the Claims Period; and
 3. Other monetary losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, incurred as a result of the Data Incident between February 10, 2024, and the close of the Claims Period.
- iii. *Compensation for Lost Time:* Defendant will provide Claimants compensation for up to four (4) hours of lost time, at a rate of Fifteen Dollars and Zero Cents (\$15.00) per hour, if at least one (1) full hour was spent dealing with the Data Incident. Lost time payments are included in the Three Thousand Dollars and Zero Cents (\$3,000.00) cap on Monetary and Out-of-Pocket Losses.

B. Settlement Class Members who submit a valid and timely claim form (the "Claim Form"), a copy of which is attached as **Exhibit A**, to the Claims Administrator (as defined in Paragraph 8(A)) will receive their activation code for membership in Credit Monitoring.

- C. Compensation for the losses described in Paragraph 3(A)(ii) shall be paid only if:
- i. the loss is an actual, documented, and unreimbursed monetary loss;
 - ii. it is determined by the Claims Administrator, or in the course of the appeals process, that the loss was more likely than not caused by the Data Incident;
 - iii. the loss occurred between February 10, 2024, and the close of the Claim Period;
 - iv. the Settlement Class Member made reasonable efforts to avoid or seek reimbursement for the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance; and
 - v. documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement. Class Members must submit reasonable documentation in support of their claim for out-of-pocket losses, to be evaluated by the Claims Administrator.
- D. Compensation for lost time described in Paragraph 3(A)(iii) is included in the Three Thousand Dollars and Zero Cents (\$3,000.00) cap on claims for monetary and out-of-pocket losses described in Paragraph 3(A)(ii), and shall be paid only if the Settlement Class Member:
- i. attests under the laws of their state that any claimed lost time was spent related to the Data Incident between February 10, 2024, and the close of the Claims Period (as defined in Paragraph 4); and

- ii. selects the applicable box from a list of examples of how time was spent related to or arising out of the Data Incident or provides a brief general description of how the claimed lost time was spent.

E. Claims for monetary losses and lost time will be subject to review for completeness, plausibility, and reasonable traceability to the Data Incident by the Claims Administrator. Settlement Class Members will have the opportunity to seek review by a third-party claims referee at Defendant's expense if they dispute the Claims Administrator's initial determination (as described in Paragraph 8(E)).

F. Business Practices Changes. Defendant will provide a confidential declaration that identifies the remedial measures and the approximate cost of the remedial measures it has implemented since the Data Incident. Plaintiffs may disclose only the monetary amount that has already been spent on remedial measures to the Court during the Settlement approval process.

4. **Claims Period:** Settlement Class Members shall have ninety (90) days from the date that the Class Notice (as described in Paragraph 13) is commenced to submit a valid claim form (the "Claims Period"). Settlement Class Members must submit their claim form (i) online via the settlement website (described in Paragraph 8(A)) on or before the Claims Deadline (as described in Paragraph 13) or (ii) by mail to the Claims Administrator at the address on the claim form. Claim forms that are mailed to the Claims Administrator must be postmarked by the Claims Deadline.

5. **Proof of Class Membership:** As proof of class membership, any Settlement Class Members filing a claim must certify that they were a patient or employee of Defendant or a Released Party on or before February 10, 2024, and submit the unique identifier provided by the Claims Administrator, or they must submit an attestation under the penalty of perjury that they are

a Settlement Class Member, that they received either the Notice of Data Breach letter or notice of this settlement, and provide the name and address to which either notice was sent.

6. Claims Payments:

A. Payments. Any payments will either be mailed to Settlement Class Members, at the address to which Notice was provided or to an address provided by the Settlement Class Member at the time of their claim submission, or transmitted through an electronic payment method selected by the Class Member within sixty (60) days following the Effective Date (defined in Paragraph 19) upon submission of a valid Claim Form.

B. Returned Checks. If a check is returned as undeliverable, the Claims Administrator will re-mail the check if a forwarding address is provided. If a forwarding address is not provided, or if the check is re-mailed and returned, the check will be cancelled, and Defendant will have no further obligation to attempt to make a payment to that Settlement Class Member.

C. Uncashed/Cancelled Checks. Checks shall be valid for at least one hundred twenty (120) days from the date of issue. Upon request, Defendant or the Claims Administrator will provide Class Counsel with a report on uncashed or cancelled checks. Any member of the Settlement Class who does not cash their check within the aforementioned period may petition the Claims Administrator within thirty (30) days of the expiration of their uncashed check to reissue their check and, good cause providing, the Claims Administrator will issue a new check. Members of the Settlement Class are entitled to only one petition on this basis, and any check reissued for such reasonable circumstances will expire within thirty (30) days of reissuance. Settlement Class Members who do not timely cash their Settlement checks and who fail to petition for a reissuance will be considered as having waived any right to a cash payment under the Settlement Agreement.

D. Residual funds. All residual funds remaining in any account maintained by the Claims Administrator for purposes of administering this settlement shall be used to pay the administrator for any unpaid services. If the Claims Administrator has been paid in full, and does not have any unpaid services, any remaining residual funds will revert back to Defendant's Insurer.

7. **Attorneys' Fees, Costs, and Service Award:**

A. Attorneys' Fees and Costs. Defendant agrees not to object to Plaintiffs' request for attorneys' fees to Class Counsel in a total amount not to exceed Four Hundred Thousand Dollars and Zero Cents (\$400,000.00), inclusive of costs and expenses ("Class Counsel Payment"). Class Counsel and Plaintiffs agree not to seek or accept a Class Counsel Payment greater than Four Hundred Thousand Dollars and Zero Cents (\$400,000.00). Class Counsel will petition for approval of the Class Counsel Payment at least fourteen (14) days before the deadline for Settlement Class Members to exclude themselves or object, or any other deadline set by the Court. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed Four Hundred Thousand Dollars and Zero Cents (\$400,000.00).

The Court's consideration of the Class Counsel Payment shall be separate from its consideration of the Settlement Agreement, and the Court's approval of the settlement shall not be contingent upon an attorneys' fees or cost award at all or in any particular amount. If the Court reduces or disapproves Class Counsel's request for an award of attorneys' fees or costs, that will not be grounds to terminate the settlement.

Although the Court-approved Class Counsel Payment is included in the One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) Aggregate Cap, it will be paid separate and apart from the benefits provided to Settlement Class Members. Defendant will cause to be paid, through the Claims Administrator (as defined in Paragraph 8(A)), the Court-approved Class

Counsel Payment within thirty (30) days of the Effective Date (as defined in Paragraph 19) by wire transfer to the attorney trust account of Class Counsel so long as the necessary documentation is provided by Class Counsel to the Claims Administrator. Defendant's obligations with respect to the Court-approved Class Counsel Payment shall be fully satisfied upon receipt of the funds by Class Counsel. Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the Court-approved Class Counsel Payment among additional Plaintiffs' counsel or others. Defendant will have no responsibility or liability in connection with the allocation of the Court-approved Class Counsel Payment, or for any tax obligations or payments associated with the Class Counsel Payment. Class Counsel will bear all liability, and Defendant will bear no liability (beyond the Court-approved Class Counsel Payment itself), in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiffs, any Settlement Class Member, or Class Counsel in connection with the Lawsuit and this settlement.

Except for the Court-approved Class Counsel Payment, the Parties will be responsible for their respective fees, costs, and expenses incurred in connection with the Lawsuit. No interest will accrue with respect to the Court-approved Class Counsel Payment.

B. Service Awards. Defendant agrees not to object to Plaintiffs' request for Service Awards in an amount not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for each Plaintiff for the time and effort expended on behalf of the Settlement Class (the "Service Awards"). Plaintiffs agree not to seek or accept a Service Award greater than Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) per Plaintiff. Class Counsel will petition for approval of the Service Awards at least fourteen (14) days before the opt out or objection deadline, or any other deadline set by the Court. Defendant will pay, or cause to be paid,

the amount approved by the Court that does not exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) per Plaintiff (or a total of Five Thousand Dollars and Zero Cents (\$5,000.00)). Although the Service Awards are included in the One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) Aggregate Cap, it will be paid separate and apart from the benefits provided to Settlement Class Members. Defendant will cause to be paid, through the Claims Administrator (as defined in Paragraph 8(A)), the Court-approved Service Award within thirty (30) days of the Effective Date (as defined in Paragraph 19) by check payable to “Federman & Sherwood,” or by wire transfer pursuant to wire instructions provided by Class Counsel to the Claims Administrator. Defendant’s obligation for payment of any Court-approved Service Award will be fully satisfied upon receipt of the check or wire transfer by Class Counsel. Plaintiffs will bear all liability (beyond the Court-approved Service Award payment itself), and Defendant will bear no liability for payment of taxes due, if any, on the Court-approved Service Award. No interest will accrue with respect to the Court-approved Service Award if paid in accordance with the Settlement Agreement.

IV. SETTLEMENT ADMINISTRATION

8. Claims and Settlement Administration:

A. Claims Administrator. The Parties have selected Epiq to manage and administer the credit monitoring benefit described in Paragraph 3(A)(i). The Parties have also selected Epiq to serve as the third-party claims administrator (“Claims Administrator”) to provide notice of the settlement to the Settlement Class and to otherwise administer the settlement, subject to the approval of the Court. The Claims Administrator will administer the settlement, including: (i) providing notification of the proposed settlement to the same population as Defendant’s pre-Lawsuit cybersecurity incident notification via direct mail notification; (ii) creating and hosting a

website¹, publicly accessible through the end of the Claims Period, dedicated to providing information related to this Lawsuit and access to relevant publicly available court documents relating to this Lawsuit, the settlement, and the Settlement Agreement, including the “Short Form Notices” and “Long Form Notice” of the settlement (attached hereto as **Exhibit B** and **Exhibit C**, respectively), and offering Settlement Class Members the ability to submit claims and supporting documentation for relief; (iii) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (iv) processing claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (v) processing requests for exclusion from Settlement Class Members; and (vi) any other provision of the Settlement Agreement that relates to the settlement and settlement administration, including issuing payment to Class Counsel for the Court-approved Class Counsel Payment and the Court-approved Service Award payments. Upon reasonable notice, the Claims Administrator and Defendant will make available for inspection by Class Counsel such information as reasonably necessary for Class Counsel to confirm that the Claims Administrator and Defendant have complied with the settlement administration aspects of the Settlement Agreement.

B. Settlement Class List. Within ten (10) days following the entry of the Preliminary Approval Order, Defendant or Defendant’s agent shall provide the Claims Administrator with a list of each Settlement Class Member’s full name, current or last known postal address, and email address (if any).

C. Review and Assistance. Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of

¹ The Claims Administrator shall deactivate the website thirty-five (35) days after the Final Judgment and Order. *See* Paragraph 19.

benefits under the settlement, returned checks and uncashed checks to assist with (i) the effectuation of the settlement; and (ii) the Parties' respective desire to reasonably ensure that the benefits are administered in a manner to attempt to reach each Settlement Class Member.

D. Cost of Settlement Administration. The cost of settlement administration is included in the One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) Aggregate Cap. The cost of settlement administration will not affect the Court-approved Class Counsel Payment and Court-approved Service Awards. Except for the Court-approved Class Counsel Payment and Court-approved Service Awards, Defendant will not be responsible for, and will not pay any additional costs or fees incurred by Plaintiffs or Class Counsel with respect to the negotiation, implementation, or settlement administration, or any costs incurred by any Settlement Class Member in connection with participating in, opting out of, or objecting to the settlement. The Claims Administrator shall provide payment instructions, a properly completed and duly executed IRS Form W-9, and a statement of the estimated Settlement Administration costs to Defendant within seven (7) days of the entry of the Preliminary Approval Order. Within thirty (30) days following the entry of the Preliminary Approval Order, Defendant shall cause to be deposited the costs, as estimated by the Claims Administrator, establishing the Settlement Fund.

E. Dispute Resolution.

- i. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the Claimant is a Settlement Class Member; (ii) the Settlement Class Member has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the losses and/or reimbursements described in Paragraph 3; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not that the

Settlement Class Member has suffered the claimed losses as a result of the Data Incident. The Claims Administrator may, within sixty (60) days of the Claims Deadline, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will deem those claims invalid.

- ii. Upon receipt of an incomplete or unsigned Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request via email or U.S. Mail additional information ("Claim Supplementation") and give the Claimant twenty-one (21) days from the date the request is sent to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Claims Deadline, whichever comes later. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.
- iii. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claim Administrator determines

that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claim Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action. If the claim is rejected in whole or in part for other reasons, then the claim may be referred to the claims referee, who shall be selected by mutual agreement of the Parties should the need arise for said selection. Prior to submission of any dispute to a claims referee, any such dispute shall be promptly submitted to counsel for the Parties to come to an agreement. If the Parties' counsel can reach agreement, that agreed resolution will be final and binding. If the Parties' counsel cannot reach a resolution, then the dispute may be submitted to a claims referee.

- iv. Claimants shall have thirty (30) days from receipt of any offer of payment from the Claims Administrator to accept or reject the offer. If a Claimant rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its offered amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within thirty (30) days of it being made, then the dispute may be submitted to the claims referee within ten (10) days from the date by which the Claimant was required to approve the final determination.
- v. If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make

any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any Claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute or its receipt of all supplemental information requested.

9. **No Other Financial Obligations on Defendant:** Defendant will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Settlement Agreement other than the amounts and categories specifically provided for in the Settlement Agreement. Under no circumstances will Defendant be obligated to pay more than a total of One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) for any fees, expenses, or costs in connection with the Lawsuit or the Settlement Agreement.

V. **RELEASE**

10. **Release:**

A. As of the Effective Date (as defined in Paragraph 19), Plaintiffs named in this Settlement Agreement and Release and every Settlement Class Member (except those who timely

opt out), for themselves, each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Parties”), and (ii) Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment, and in consideration of the relief set forth in the Settlement Agreement, fully and finally release Defendant, its parents, subsidiaries, predecessors, shareholders, members, and affiliates, and all of their present and former officers, trustees, directors, employees, agents, consultants, advisors, attorneys, representatives, insurers, and legal representatives (the “Released Parties”) from any and all claims or causes of action, whether known or unknown, that concern, refer or relate to (a) the Data Incident; and (b) all other claims arising out of the Data Incident that were asserted, or that could have been asserted, in the Lawsuit (the “Released Claims”). The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

B. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or the Released Parties with respect to the Released Claims.

C. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Award to Plaintiffs.

D. Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

E. As of the Effective Date, the Released Parties are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendant or other Released Parties may have against Plaintiffs, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

F. Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

G. Plaintiffs and the Settlement Class Members waive any principles of law similar to and including Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

H. Plaintiffs and the Settlement Class Members agree that Section 1542 and all similar federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement. Plaintiffs and the Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiffs and the Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

I. Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

11. **No Release of Unrelated Claims**: Notwithstanding the foregoing, the Parties expressly agree and acknowledge that the Release negotiated herein shall not apply to any litigation or claim not related to or arising out of the Data Incident.

VI. SETTLEMENT APPROVAL PROCESS

12. **Preliminary Approval Order**: As soon as practicable after the execution of the Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court, and

Plaintiffs will file a motion for preliminary approval of the settlement, requesting entry of a preliminary approval order, which:

- A. Preliminarily approves the Settlement Agreement;
- B. Certifies the Settlement Class for settlement purposes only pursuant to Paragraph 2;
- C. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class Members;
- D. Appoints the Claims Administrator in accordance with Paragraph 8;
- E. Approves the notice program (as described in Paragraphs 8 and 13 of the Settlement Agreement) and directs the Claims Administrator and Defendant to provide notice to Settlement Class Members in accordance with said notice program;
- F. Approves the Short Form Notice to be mailed to Settlement Class Members and the Long Form Notice;
- G. Approves the Claim Form and directs the Claims Administrator to conduct Settlement Administration in accordance with the provisions of the Settlement Agreement;
- H. Approves the Exclusion, *e.g.*, opt out, and Objection procedures outlined in the Settlement Agreement;
- I. Schedules a Final Approval Hearing, approximately one hundred twenty (120) days after entry of the Preliminary Approval Order, to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court, which may be held remotely;
- J. Appoints Plaintiffs as the Settlement Class Representatives;

- K. Appoints William B. Federman of Federman & Sherwood as Settlement Class Counsel; and
- L. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of the Settlement Agreement.

A copy of the proposed Preliminary Approval Order is attached as **Exhibit D**. Should the Court decline to preliminarily approve any aspect of the Settlement Agreement, the Settlement Agreement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Lawsuit as if the settlement had not occurred.

13. **Class Notice**: By no later than thirty (30) days following entry of the Preliminary Approval Order (the “Notice Completion Deadline”), the Claims Administrator will commence notification to Settlement Class Members with the Short Form Notice sent by U.S. mail. The Notice of Proposed Settlement (the “Class Notice”) will advise that Settlement Class Members have ninety (90) days from the date that the Class Notice is commenced to submit a claim (the “Claims Deadline”).² Before mailing the notice, the Claims Administrator will update the Settlement Class Member’s address through a reliable service of the Claims Administrator’s choosing that is consistent with its customary business practices. If a notice is returned to the Claims Administrator as undelivered and a forwarding address is provided, the Claims Administrator will re-mail one (1) additional time to the new address. For those notices returned to the Claims Administrator as undeliverable with no forwarding address, the Claims Administrator will perform a skip trace search and/or make other reasonable efforts to locate an updated address and, where such an address is found, will re-mail the notice to the updated address.

² Settlement Class Members must submit their claim form (i) online via the settlement website (described in Paragraph 8(A)) on or before the Claims Deadline or (ii) by mail to the Claims Administrator at the address on the claim form. Claim forms that are mailed to the Claims Administrator must be postmarked by the Claims Deadline.

14. **Right of Exclusion**: Settlement Class Members who submit a timely, written request for exclusion (or opt-out) from the Settlement Class will be excluded from the Settlement Class. A request for exclusion must be in writing and signed by the Settlement Class Member, and the written request must state: (i) the full name, address, and phone number of the person seeking exclusion; and (ii) the title and number of the case. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Claims Administrator at the address provided in the Class Notice no later than sixty (60) days from the date the Class Notice is issued, or any other date set by the Court (the "Exclusion Deadline").³ A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member. "Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members that do not include the required information for each Settlement Class Member that seeks to be excluded, and that has not been signed by each and every individual Settlement Class Member who seeks to be excluded, will not be allowed. A Settlement Class Member who submits a valid Claim Form is not eligible for exclusion, and any subsequent request for exclusion will be invalid. All persons who submit valid, timely notices of their intent to opt out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement Agreement. All persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner described in this Paragraph shall be bound by the terms of the Settlement Agreement, including the Release. Within seven (7) days after the Exclusion Deadline, the Claims Administrator shall provide the Parties

³ A request for exclusion must be postmarked no later than the Exclusion Deadline (i.e., sixty (60) days from the date the Class Notice is issued).

with a complete and final list of all exclusions (or opt-outs) who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all completed requests for exclusions (or opt-outs). Settlement Class Counsel will file these materials with the Court, with any personal information other than names and cities and states of residence redacted, no later than seven (7) days prior to the Final Approval Hearing.

15. **Right to Object**: Any Settlement Class Member who objects to the settlement may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than sixty (60) days from the date the Class Notice is issued, or any other date set by the Court (the “Objection Deadline”), the Settlement Class Member files with the Court and mails⁴ 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 telephone number; (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Notice they received; (iv) all legal and factual bases for any objection; (v) copies of any documents that the objector wants the Court to consider; (vi) 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 (vii) the objector’s signature (a lawyer’s signature is not sufficient). Should the objector wish to appear at the Final Approval Hearing, he or she must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf. The objector must also

⁴ Objections must be postmarked no later than the Objection Deadline (i.e., sixty (60) days from the date the Class Notice is issued).

identify whether he or she is represented by a lawyer and, if so, the name, address, and telephone number of their lawyer, and whether they will appear at the Final Approval Hearing. Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. 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. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered upon final approval shall be pursuant to appeal under the Oklahoma Rules of Appellate Procedure and not through a collateral attack. Settlement Class Members may not both object and opt out. If a Class Member submits both a request for exclusion (under Paragraph 14) and an objection, the request for exclusion shall be controlling.

16. **Final Approval Hearing:** At the time of the submission of the Settlement Agreement to the Court for preliminary approval, the Parties shall request that the Court hold a hearing on final approval of the settlement (the “Final Approval Hearing”) approximately one hundred twenty (120) days after entry of the Preliminary Approval Order, which may be held remotely.

17. **Motion for Final Approval:** At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for final approval of the Settlement Agreement. If any reply papers are necessary, they shall be filed no later than seven (7) days prior to the Final Approval Hearing. Contemporaneously with seeking Final

Approval of the Settlement, Class Counsel shall cause to be filed with the Court a declaration from the Claims Administrator with respect to the notice program and claims process.

18. **Final Judgment and Order**: At the Final Approval Hearing, the Parties will ask the Court to enter final judgment (the “Final Judgment and Order”) (attached hereto as **Exhibit E**).

19. **Finality of Judgment**: The Final Judgment and Order will be deemed final, and the “Effective Date” will occur: (a) thirty-five (35) days after the Final Judgment and Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, fourteen (14) days after all appellate proceedings (including proceedings in the Court in the event of a remand) have been finally terminated and the Settlement Agreement has been finally approved in all material respects.

VII. MISCELLANEOUS PROVISIONS

20. **Right to Terminate Settlement**: If more than one hundred (100) Settlement Class Members opt out of the Settlement Class, Defendant shall have the right, but not the obligation, to terminate the Settlement Agreement. Defendant shall notify Class Counsel and the Court of its intention to terminate this Agreement pursuant to this paragraph within ten (10) days after the last day on which Settlement Class Members may submit a request for exclusion, or the option to terminate shall be considered waived. If Defendant opts to terminate the Settlement Agreement, the Parties shall return to the respective positions they were in immediately prior to entering into the Settlement Agreement and the Parties’ settlement negotiations shall not be admissible in any legal proceeding or construed as an admission of liability by Defendant or a concession by Plaintiffs in any manner.

21. **Integration and Drafting**: The Settlement Agreement was drafted and negotiated by counsel for the Parties at arm’s length. It sets forth the entire agreement among the Parties.

22. **Amendment, Court Approval, Extensions**: The Settlement Agreement may not be amended without the written consent of all Parties and approval of the Court; provided, however, that the Parties may agree to reasonable extensions of time to carry out any provision of the Settlement Agreement, and provided further that any extension of more than thirty (30) days must be approved by the Court.

23. **Construction**: The Settlement Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties.

24. **Integration of Exhibits**: The exhibits to the Settlement Agreement are incorporated by reference and are an integral part of the Settlement Agreement.

25. **Counterparts**: The Settlement Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.

26. **Advice of Counsel**: The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

27. **No Evidence, No Admission**: In no event shall the Settlement Agreement, any of its provisions, or any negotiations, statements, or proceedings relating to it be offered or received as evidence in the Lawsuit or in any other proceeding, except in a proceeding to enforce the Settlement Agreement (including its release). Without limiting the foregoing, neither the Settlement Agreement nor any related negotiations will be offered or received as evidence, or as

an admission or concession, by any person of any matter, including, but not limited to, any alleged wrongdoing on the part of Defendant or the appropriateness of certification of any class.

28. **Tax Consequences**: Defendant gives no opinion as to the tax consequences of the settlement to Settlement Class Members or anyone else. Each Settlement Class Member's or other person's tax obligations, if any, and the determination of those obligations, are the sole responsibility of the Settlement Class Member or other person. Defendant and Class Counsel will act as they determine are required by the Internal Revenue Code in reporting any settlement benefit provided or attorneys' fees or costs received pursuant to the Settlement Agreement.

29. **Cooperation in Effecting Settlement**: The Parties, their successors and assigns, and their attorneys will implement the Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement Agreement, cooperate with one another in seeking Court approval of the Settlement Agreement, and use their best efforts to effect the prompt consummation of the Settlement Agreement.

30. **Authority to Execute Agreement**: Each person executing the Settlement Agreement represents that he or she is authorized to execute it.

31. **No Assignment**: The Parties represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

32. **Successors and Assigns**: This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

33. **Jurisdiction**: The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement. The Parties also hereby irrevocably submit to the continuing and

exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement as embodied in the Settlement Agreement or its applicability, and agree that they will not oppose the designation of such suit, action, proceeding, or dispute as a related case to the Lawsuit.

34. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma, without regard for its choice-of-law rules.

WADE QUICK

Signed By:



0251FFC8978A43D...

10/30/2025

Date: _____

LAURA LANCE

Date: _____

**EMERGENCY MEDICAL SERVICES
AUTHORITY**

Signature _____

BY: _____

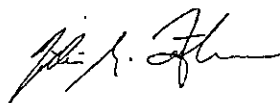
Name and Title

Date: _____

APPROVED AS TO FORM:

Attorneys for Plaintiffs and the Putative
Settlement Classes

FEDERMAN & SHERWOOD



William B. Federman

Date: 10/29/2025

Attorneys for Defendant Emergency Medical
Services Authority

BAKER & HOSTETLER LLP

Lisa A. Houssiere

Date: _____

exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement as embodied in the Settlement Agreement or its applicability, and agree that they will not oppose the designation of such suit, action, proceeding, or dispute as a related case to the Lawsuit.

34. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma, without regard for its choice-of-law rules.

WADE QUICK

**EMERGENCY MEDICAL SERVICES
AUTHORITY**

Date: _____

Signature

LAURA LANCE

BY: _____

~~Print Name~~ (Oct 30, 2025 14:33:51 CDT) _____

Name and Title

Date: 10/30/2025 _____

Date: _____

APPROVED AS TO FORM:

Attorneys for Plaintiffs and the Putative
Settlement Classes

Attorneys for Defendant Emergency Medical
Services Authority

FEDERMAN & SHERWOOD

BAKER & HOSTETLER LLP

William B. Federman

Lisa A. Houssiere

Date: _____

Date: _____

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34. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma, without regard for its choice-of-law rules.

WADE QUICK

Date: _____

LAURA LANCE

Date: _____

**EMERGENCY MEDICAL SERVICES
AUTHORITY**

DocuSigned by:

Johna Easley

Signature

BY: Johna Easley Interim President and CEO
Name and Title

Date: 10/30/2025 | 5:51 PM CDT

APPROVED AS TO FORM:

Attorneys for Plaintiffs and the Putative
Settlement Classes

FEDERMAN & SHERWOOD

William B. Federman

Date: _____

Attorneys for Defendant Emergency Medical
Services Authority

BAKER & HOSTETLER LLP

Lisa A. Houssiere

Date: _____

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34. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Oklahoma, without regard for its choice-of-law rules.

WADE QUICK
Attorney for Plaintiff

Date: _____

LAURA LANCE

Date: _____

**EMERGENCY MEDICAL SERVICES
AUTHORITY**

Signature

BY: _____
Name and Title

Date: 10/31/2025

APPROVED AS TO FORM:

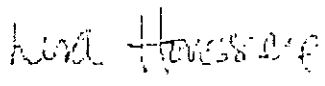
Attorneys for Plaintiffs and the Putative
Settlement Classes

FEDERMAN & SHERWOOD

William B. Federman
Date: _____

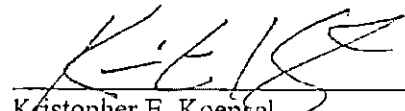
Attorneys for Defendant Emergency Medical
Services Authority

BAKER & HOSTETLER LLP



Lisa A. Houssiere
Date: 10/31/2025

RIGGS, ABNEY, NEAL, TURPEN,
ORBISON & LEWIS



Kristopher E. Koepsel

Date: 10/30/25

EXHIBIT A

**Must be postmarked or
submitted online NO
LATER THAN
Month DD, YYYY**

EMSA CLAIMS ADMINISTRATOR
P.O. BOX XXXX
PORTLAND, OR 97208-XXXX
WWW.XXXXXXXXXX.COM

Wade Quick, et al. v. Emergency Medical Services Authority
Claim Form

District Court of Oklahoma County, State of Oklahoma
Case No. CJ-2024-2470

SETTLEMENT BENEFITS – WHAT YOU MAY GET

Complete this Claim Form if you are a Settlement Class Member and you wish to receive Settlement benefits. You are a member of the Settlement Class and eligible to submit a Claim Form if: you are an individual residing in the United States who was mailed notice that their Private Information may have been impacted by the Data Incident the Defendant experienced around February 2024.

Excluded from the Settlement Class are: (i) Defendant's officers, trustees, and directors; (ii) any entity in which Defendant has a controlling interest; and (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 Data Incident, or who pleads *nolo contendere* to any such charge. The Settlement Class may include as many as 518,811 individuals who were notified that their Private Information may have been affected in the Data Incident that Defendant experienced in February 2024.

Settlement Class Members may submit a Claim Form for: (1) two (2) years of identity protection and credit monitoring; (2) documented Out-of-Pocket Losses – up to a total of \$3,000.00 per Settlement Class Member; and/or (3) Lost Time of \$15.00 per hour for up to four (4) hours (for a maximum total of \$60.00, which is included in the \$3,000.00 cap for Out-of-Pocket Losses).

You may submit a Claim for one or more of these Settlement benefits outlined below:

1. **Credit Monitoring Services:** All Settlement Class Members shall have the ability to make a Claim for two (2) years of single-bureau identity protection and credit monitoring service.
2. **Compensation for Out-of-Pocket Losses:** Settlement Class Members may also submit a Claim Form and provide receipts or other reasonable documentation for unreimbursed losses, up to a total of \$3,000.00 per Settlement Class Member, that are fairly traceable to the Data Incident. Supporting documentation is required, and self-prepared documents are, on their own, insufficient.
3. **Compensation for Lost Time Claims:** Settlement Class Members may also submit a Claim Form for up to four (4) hours of lost time at a rate of \$15.00 per hour (for a maximum total of \$60.00), provided that at least one (1) full hour was spent dealing with the Data Incident. Lost Time payments are included in the \$3,000.00 cap on Out-of-Pocket Losses.

* * *

This Claim Form may be submitted electronically via the Settlement Website at www.xxxxxxxxxx.com or completed and mailed, including any supporting documentation, to:

EMSA Claims Administrator
PO Box XXXX
Portland, OR 97208-XXXX

The Claim Form must be submitted electronically or postmarked and mailed by Month DD, YYYY.

Please note: the Claims Administrator may contact you to request additional documents to process your claim.

For more information and complete instructions visit www.xxxxxxxxxx.com.

Please note that Settlement benefits will be distributed after the Settlement is approved by the Court and becomes final.

REIMBURSEMENT FOR LOST TIME

- ☐ Check this box if you spent time researching the Data Incident, monitoring accounts, or otherwise dealing with issues related to the Data Incident. You can submit a Claim for reimbursement of \$15.00 per hour, for up to four (4) hours, provided that at least one (1) full hour was spent dealing with the Data Incident (for a maximum total of \$60.00, which is included in the \$3,000.00 cap on Out-of-Pocket Losses).

By checking the box above, you are attesting under the laws of your state that any claimed lost time was spent related to the Data Incident between February 10, 2024, and the close of the Claims Period.

Complete the chart below describing the lost time.

| Hours lost as a result of the Data Incident | Description of the activities performed during the time claimed and their connection to the Data Incident |
|---|---|
| <input type="checkbox"/> 1 hour | |
| <input type="checkbox"/> 2 hours | |
| <input type="checkbox"/> 3 hours | |
| <input type="checkbox"/> 4 hours | |

DOCUMENTED OUT-OF-POCKET LOSSES

- ☐ Check this box if you are requesting compensation for Out-of-Pocket Losses up to a total of \$3,000.00. By checking this box, you are attesting that the losses you incurred are fairly traceable to the Data Incident.

***You must submit supporting documentation demonstrating actual, unreimbursed monetary loss and meeting the other criteria set forth above.**

Complete the chart below describing the supporting documentation you are submitting.

| Expense Types and Examples of Documents | Approximate Amount of Expense and Date | Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident) |
|--|--|---|
| Unreimbursed Bank Fees <i>Examples: Bank statements with fees, such as card reissuance, unreimbursed overdraft and late fees, circled.</i> | \$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <div style="display: flex; justify-content: space-around; width: 100%;"> MM DD YYYY </div> | <hr/> <hr/> <hr/> <hr/> |
| Postage or Gasoline for Local Travel <i>Example: Postage or gasoline receipts with charges circled.</i> | \$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <div style="display: flex; justify-content: space-around; width: 100%;"> MM DD YYYY </div> | <hr/> <hr/> <hr/> <hr/> |
| Any other expenses related to the Data Incident. <i>Example: Cell phone data Charges, cell phone minutes, long distance charges with proof of expense and payment. Other losses relating to fraud, or identity theft, including professional fees.</i> | \$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> . <input type="text"/> <input type="text"/> Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <div style="display: flex; justify-content: space-around; width: 100%;"> MM DD YYYY </div> | <hr/> <hr/> <hr/> <hr/> |

PAYMENT SELECTION

Please select one of the following payment options which will be used should you be eligible to receive a Settlement payment:

☐ **PayPal** - Enter your PayPal email address: _____

☐ **Venmo** - Enter the mobile number associated with your Venmo account: _____

☐ **Zelle** - Enter the mobile number or email address associated with your Zelle account: _____

Mobile Number: _____ or Email Address: _____

☐ **Virtual Prepaid Card** - Enter your email address: _____

☐ **Physical Check** - Payment will be mailed to the address provided in Section I above.

YOU WILL RECEIVE A VERIFICATION EMAIL REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.

ATTESTATION AND SIGNATURE

I affirm under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Claims Administrator before my Claim is complete.

Signature

Date:

| | |
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|--|--|--|--|

MM DD YYYY

Print Name

EXHIBIT B

EMSA Data Incident
Claims Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

**BARCODE
NO-PRINT
ZONE**

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO.xxxx

Court-Approved Legal Notice

If your Private Information may have been impacted by the Data Incident involving Emergency Medical Services Authority on or around February 2024, and you were sent notice, you may be entitled to benefits from a Settlement.

*A Court has authorized this notice.
This is **not** a solicitation from a lawyer.*

This notice is a summary. Learn more about the Settlement and submit a Claim Form at www.XXXXXX.com, or by calling toll free 1-XXX-XXX-XXX.

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

<<UNIQUEID>>

What is this About? A settlement has been reached in a class action lawsuit titled *Wade Quick, et al. v. Emergency Medical Services Authority*, No. CJ-2024-2470 in the District Court of Oklahoma County, Oklahoma against Emergency Medical Services Authority (“Defendant” or “EMSA”) related to a Data Incident between February 10, 2024, and February 13, 2024, in which an unauthorized party gained access to Defendant’s network and acquired files that may have contained Settlement Class Members’ personally identifiable information, and/or protected health information (together, “Private Information”). Defendant denies any wrongdoing or liability.

Who is Included? Records show you are a member of the Settlement Class defined as: 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.

What does the Settlement Provide? Defendant has agreed to pay up to \$1,500,000.00 which includes allocations for (i) Settlement Class Member’s valid and timely claims for reimbursement and/or credit monitoring; (ii) the cost of notice and settlement administration; and (iii) Class Counsel’s Court-approved attorneys’ fees and costs, and named Plaintiffs’ Service Awards. As a Settlement Class Member, you can submit a Claim Form online at www.xxxxxxxxxx.com or by mail postmarked by **Month XX, 20YY**, for the following Settlement benefits:

- **Compensation for Out-of-Pocket Losses:** You may submit a Claim Form with documentation for losses fairly traceable to the Data Incident up to \$3,000.00 per Settlement Class Member; **AND**
- **Compensation for Lost Time:** You may submit a Claim Form without documentation for up to four (4) hours of lost time spent dealing with the Data Incident, calculated at the rate of \$15.00 per hour (for a maximum total of \$60.00, which is included in the \$3,000.00 cap for Out-of-pocket losses); **AND**
- **Credit Monitoring:** You may submit a Claim Form to receive two (2) years of single-bureau identity protection and credit monitoring.

Other Options. If you do not want to be legally bound by the Settlement, you must submit a request for exclusion postmarked by **Month XX, 20YY**. If you do not exclude yourself, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not exclude yourself, you may object to the Settlement Agreement and/or the Class Counsel Payment, and Service Awards by **Month XX, 20YY**. The Long Form Notice on the settlement website explains how to exclude yourself or object. If you do nothing, you will get no Settlement benefits, and you will be bound by the Settlement and any judgments and orders.

Final Fairness Hearing. The Court appointed William B. Federman of Federman & Sherwood as Class Counsel to represent the Settlement Class. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees and costs up to \$400,000.00, Service Awards to the named Plaintiffs in an amount not to exceed \$2,500.00 each (\$5,000.00 total), and any objections. You or your lawyer may appear at the hearing if you object, but you are not required to do so.

To submit a claim or learn more about the settlement, visit www.xxxxxxxxxx.com.

<<MailID>>

THIS IS NOT A CLAIM FORM

PERSONAL INFORMATION UPDATE FORM

EMSA Data Incident

If you wish to notify the Claims Administrator of any change in your contact information, you may fill out and return this card.

First Name:

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ZIP Code:

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THIS IS NOT A CLAIM FORM.

To submit a claim visit www.xxxxxxxxxx.com or contact the Claims Administrator to request a Claim Form **1-XXX-XXXX**.

**BARCODE
NO-PRINT
ZONE**

PLACE
STAMP
HERE

EMSA Data Incident
Claims Administrator
PO Box XXXX
Portland, OR 97xxx-xxxx

EXHIBIT C

If your Private Information may have been impacted by the Data Incident involving Emergency Medical Services Authority on or around February 2024, and you were sent notice, you may be entitled to benefits from a Settlement.

A Court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit against Emergency Medical Services Authority (“Defendant” or “EMSA”) related to a Data Incident between February 10, 2024, and February 13, 2024, in which an unauthorized party gained access to Defendant’s network and acquired files that may have contained Settlement Class Members’ personally identifiable information and/or protected health information (together, “Private Information”).
- The Settlement Class includes: 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.
- If you are a member of the Settlement Class, you can submit a Claim Form for the following Settlement benefits:

Compensation for Monetary and Out-of-Pocket Losses: You may submit a Claim Form with documentation for losses fairly traceable to the Data Incident for up to \$3,000.00 per Settlement Class Member;

AND

Compensation for Lost Time: You may submit a Claim Form without documentation for up to four (4) hours of lost time spent dealing with the Data Incident, calculated at the rate of \$15.00 per hour (for a maximum of \$60.00, which is included in the \$3,000.00 cap for Out-of-Pocket Losses);

AND

Credit Monitoring – You may submit a Claim Form to receive two (2) years of single-bureau identity protection and credit monitoring services.

This notice may affect your rights. Please read it carefully.

| Your Legal Rights & Options | | Deadline |
|---------------------------------|--|--|
| Submit a Claim Form | The only way to get Settlement benefits is to submit a timely and valid Claim Form. | Submitted or Postmarked by: MONTH DD, 20YY |
| Exclude Yourself | Get no Settlement benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit. | Postmarked by: MONTH DD, 20YY |
| Object to the Settlement | Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it. | Filed by: MONTH DD, 20YY |
| Do Nothing | Get no Settlement benefits. Give up your legal rights. | |

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court must decide whether to approve the Settlement, Class Counsel Payment, and Service Awards. No Settlement benefits will be provided unless the Court approves the Settlement.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the Settlement of this class action lawsuit and about all your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for the Settlement benefits, and how to get them.

The Honorable Anthony Bonner of the District Court of Oklahoma County, Oklahoma is overseeing this class action. The lawsuit is as *Quick, et al. v. Emergency Medical Services Authority*, Case No. CJ-2024-2470 (“Lawsuit”). The individuals who filed this Lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Emergency Medical Services Authority, is called the “Defendant.”

2. What is this lawsuit about?

The Plaintiffs filed this Lawsuit against the Defendant on behalf of themselves and all others similarly situated related to a Data Incident between February 10, 2024, and February 13, 2024, in which an unauthorized party gained access to Defendant’s network and acquired files that may have contained Settlement Class Members’ personally identifiable information, and/or protected health information (together, “Private Information”).

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a settlement to avoid the risk, cost, and time of continuing the Lawsuit.

3. Why is there a Settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in this Lawsuit. The Lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the Lawsuit. The Plaintiffs, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement benefits available and the risks and uncertainty associated with continuing the Lawsuit.

4. Why is this lawsuit a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are an individual residing in the United States and was mailed notice that your Private Information may have been impacted by the Data Incident that Defendant experienced on or around February 2024.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (i) Defendant's officers, trustees, and directors; (ii) any entity in which Defendant has a controlling interest; and (iii) the affiliates, legal representatives, lawyers, successors, heirs, and assigns of Defendant; (iv) A members of the judiciary to whom this Lawsuit 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. *Nolo Contendere* is a legal term meaning the defendant neither admits, nor disputes a charge.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to www.XXXXXXXXXX.com or call toll-free [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX).

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a Settlement Class Member, you can submit a Claim Form for the following Settlement benefits:

Compensation for Monetary and Out-of-Pocket Losses:

You may submit a Claim Form with documentation for losses fairly traceable to the Data Incident for up to \$3,000.00 per Settlement Class Member if:

- (i) the loss is an actual, documented, and unreimbursed monetary loss;
- (ii) the loss was more likely than not caused by the Data Incident;
- (iii) the loss occurred between February 10, 2024, and the claims deadline; and
- (iv) you made reasonable efforts to avoid or seek reimbursement for the loss, including but not limited to exhaustion of all available credit monitoring insurance and identify theft insurance.

Examples of monetary and out-of-pocket losses include (but are not limited to): bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; fees for credit reports, credit monitoring, or other identity theft insurance product purchased between February 10, 2024, and the claims deadline; and other monetary losses relating to fraud or identity theft, professional fees including attorneys' fees, accountants' fees, and fees for credit repair services, incurred as a result of the Data Incident.

Examples of documentation include (but are not limited to): telephone records, correspondence including emails, or receipts. Documentation supporting Out-of-Pocket Losses can include receipts or other documentation not "self-prepared" by the Settlement Class Member concerning the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to clarify or support other submitted documentation.

Compensation for Lost Time:

You may submit a Claim Form without documentation for compensation for up to four hours of lost time spent dealing with the Data Incident, calculated at the rate of \$15.00 per hour (for a maximum

Questions? Go to www.XXXXXXXXXX.com or call [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX)

of \$60.00), provided that at least one (1) full hour was spent dealing with the Data Incident. You must provide an attestation (a legal term meaning signing a formal document) that any claimed lost time was related to the Data Incident and include a brief description of the action(s) taken in response to the Data Incident.

Lost time payments are included in the \$3,000.00 cap for Compensation of Monetary and Out-of-Pocket Losses listed above.

If the amount of timely and valid Claim Forms, Class Counsel Payment, Service Awards, and the cost of notice and settlement administration exceed an aggregate amount of \$1,500,000.00, the Settlement benefits will be subject to a pro rata (a legal term meaning equal share) reduction.

Credit Monitoring:

You may submit a Claim Form to receive two (2) years of single-bureau identity protection and credit monitoring service.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this Lawsuit. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

Section 10 of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive any Settlement benefits as described above. Your Claim Form must be submitted online at www.XXXXXXXXXX.com by **MONTH DD, 20YY**, or mailed to the Claims Administrator at the address on the Claim Form, **postmarked by Month DD, 20YY**. Claim Forms are also available at www.XXXXXXXXXX.com or by calling 1-XXX-XXX-XXXX or by writing to:

EMSA Data Incident
Claims Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

12. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by writing to:

EMSA Data Incident
Claims Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

13. When will I receive my Settlement benefits?

If you submit a timely and valid Claim Form, the Settlement benefits will be provided after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.XXXXXXXXXX.com for updates.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this Lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

14. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) Your full name, address and telephone number;
- 2) The title and number of the case - *Quick, et al. v. Emergency Medical Services Authority*, Case No. CJ-2024-2470;
- 3) Your personal physical signature; and
- 4) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *EMSA Data Incident*.”

The exclusion request must be **mailed** to the Claims Administrator at the following address, and be **postmarked by MONTH DD, 20YY**:

EMSA Data Incident
Claims Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

You cannot opt-out (exclude yourself) by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members who do not include the required information (*see* (1), (2), and (3) outlined above) for each Settlement Class Member who seeks to be excluded, and that has not been signed by each and every individual Settlement Class Member who seeks to be excluded, will not be allowed.

Questions? Go to www.XXXXXXXXXX.com or call 1-XXX-XXX-XXXX

15. If I exclude myself, can I still get anything from the Settlement?

No. If you exclude yourself, you will **not** be able to receive Settlement benefits, and you will not be bound by the Settlement or any judgments in this Lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a timely and valid Claim Form.

16. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the Lawsuit. You must exclude yourself from this Lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or the Class Counsel Payment, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send by U.S. mail to Class Counsel and Defendant's Counsel postmarked by **MONTH DD, 20YY**, stating you object to the Settlement in *Wade Quick and Laura Lance v. Emergency Medical Services Authority*, Case No. CJ-2024-2470.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) The title and number of the Lawsuit - *Quick, et al. v. Emergency Medical Services Authority*, Case No. CJ-2024-2470;
- 2) Your name, address and telephone number;
- 3) Documentation sufficient to establish membership in the Settlement Class, such as a copy of the Notice you received;
- 4) All legal and factual bases for the objection;
- 5) Copies of any documents that you want the Court to consider;
- 6) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing;
- 7) A statement confirming whether you are 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;
- 8) A list of all documents you intend to submit at the Final Approval Hearing in support of the objection (if any);
- 9) A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); and
- 10) A list of all instances in which you have 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 you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case; and
- 11) Your signature as the objector (a lawyer's signature is not sufficient).

| COURT | CLASS COUNSEL | DEFENDANT'S COUNSEL |
|--|---|--|
| Clerk District Court of Oklahoma County 321 Park Avenue Oklahoma City, OK 73102 | William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120 | Lisa A. Houssiere Baker & Hostetler LLP 811 Main Street, Suite 1100 Houston, TX 77002 Kristopher E. Koepsel Riggs, Abney, Neal, Turpen, Orbison & Lewis The Frisco Building 502 West 6 th Street Tulsa, OK 74119 |

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed William B. Federman of the law firm Federman & Sherwood as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees and costs of up to \$400,000.00. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to \$2,500.00 each (\$5,000.00 total) for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid by the Defendant. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement, Class Counsel Payment, and Service Awards. You may attend the Final Approval Hearing, and you may ask to speak if you file an objection by the deadline. If you intend to speak, you must have stated your intent to do so in your objection, and you must have identified any documents or witnesses you intend to call on your behalf.

Any Settlement Class Member who submits a timely objection to the settlement may appear in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument. However, no Settlement Class Member will be heard, and no papers submitted by any Settlement Class Member will be considered, unless a timely objection is filed with the Court and mailed to Class Counsel and Defendant's Counsel. *See* Question 17 (outlining the information that must be included in a written objection and the deadline to file and mail a written objection).

21. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Anthony Bonner at the Oklahoma County Courthouse, 321 Park Avenue, Oklahoma City, OK 73102. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, the Class Counsel Payment, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection that contains the required information, and you (or your lawyer) expressed your intent to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the settlement website **www.XXXXXXXXXX.com** to confirm the date and time of the Final Approval Hearing have not changed.

22. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

23. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection that expresses your intent to speak at the hearing, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

GET MORE INFORMATION

24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at **www.XXXXXXXXXX.com**. You may get additional information at **www.XXXXXXXXXX.com**, by calling toll-free **1-XXX-XXX-XXXX**, or by writing to:

EMSA Data Incident
Claims Administrator
PO Box **XXXX**
Portland, OR **972XX-XXXX**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE
REGARDING THIS NOTICE.**

Questions? Go to **www.XXXXXXXXXX.com or call **1-XXX-XXX-XXXX****

EXHIBIT D

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

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

**[PROPOSED] 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 ____, 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 [REDACTED], 2026 at [REDACTED] 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 | ██████████, 2026 at ██████████ a.m./p.m. at the District of Oklahoma County, State of Oklahoma |

Dated: _____

HON. JUDGE BONNER

APPROVED AS TO FORM:

Date: _____

Respectfully submitted,

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

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**Admitted pro hac vice*

EXHIBIT E

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

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

[PROPOSED] FINAL ORDER AND JUDGMENT

WHEREAS, on [REDACTED], 202[REDACTED], Plaintiffs submitted to the Court their Unopposed Motion for Final Approval of Class Action Settlement;

WHEREAS, on [REDACTED], 202[REDACTED], Plaintiffs submitted to the Court their Motion for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, on [REDACTED], 202[REDACTED], the Court entered its Order granting Preliminary Approval of the Settlement, which, *inter alia*: (i) preliminarily approved the Settlement;¹ (ii) determined that, for purposes of settlement only, the above-captioned matter should proceed as a class action pursuant to 12 O.S. § 2023 and certified the settlement class; (iii) appointed Wade Quick and Laura Lance as Settlement Class Representatives; (iv) appointed William B. Federman of Federman & Sherwood as Settlement Class Counsel; (v) approved the form and manner of notice and the notice program; (vi) approved the notice process and Claim Form; and (vii) set the Final Approval Hearing (the "Preliminary Approval Order");

¹The capitalized terms used herein are defined and have the same meaning as used in the Settlement Agreement unless otherwise stated. The Settlement Agreement is attached to the Motion for Preliminary Approval as an exhibit.

WHEREAS, thereafter, Notice was provided in accordance with the Court's Preliminary Approval Order by U.S. Mail. Additionally, the Long Form Notice was available to Settlement Class Members on the Settlement website or upon request to the Settlement Administrator;

WHEREAS, on [REDACTED], 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider Settlement Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards;

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction over this matter pursuant to 12 O.S. § 2004(F) and personal jurisdiction over all Parties to the Lawsuit, including Settlement Class Members.

2. This Order incorporates the definitions in the Settlement Agreement and all capitalized terms used in this Order have the same meanings as set forth in that Agreement, unless otherwise defined herein.

3. The notice provided to the Settlement Class in accordance with the Preliminary Approval Order was 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. The notice and notice program fully satisfied the requirements of due process, 12 O.S. § 2023(C), and all other applicable laws and rules. The claims process is also fair, and the Claim Form is easily understandable.

4. The Settlement is in all respects fair, reasonable, and adequate, after considering all of the 12 O.S. § 2023(C) factors, highlighted by evidence that: (i) the settlement Class Representatives and Settlement Class Counsel have adequately represented the Settlement Class; (ii) the Settlement was negotiated in good faith and at arm's length among competent, experienced counsel with the assistance of a qualified mediator; (iii) the Settlement relief is adequate; and (iv)

the Settlement treats Settlement Class Members equitably relative to each other. The Settlement was made based on a record that is sufficiently developed and complete to have enabled the Parties to adequately evaluate and consider their positions.

5. Pursuant to 12 O.S. § 2023(E), the Court finds after a hearing and based upon all submissions of the parties and other interested persons, including any objections filed with the Court, the settlement proposed by the parties is fair, reasonable, and adequate. The terms of and provisions of the Agreement were the product of a good faith arm's-length negotiations among experienced counsel. Approval of the Agreement will result in substantial savings of time, money, and effort to the Court and the parties, and will further the interests of justice.

6. A list of the individuals who have opted out of the Settlement is attached hereto as **Exhibit 1**. Those individuals will not be bound by the Settlement Agreement or the releases contained therein.

7. Based on the information presented to the Court, the claims process has proceeded as ordered and consistent with the Settlement Agreement and Preliminary Approval Order. All Settlement Class Members who submitted valid claims shall receive their Settlement Class Member benefits pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

8. The distribution plan for Settlement Class Member benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

9. The Class Representatives and Settlement Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

10. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs the implementation of all terms and provisions of the Settlement.

11. All Parties to this Lawsuit, including all Settlement Class Members, are bound by the Settlement as set forth in the Settlement Agreement and this Order.

12. Pursuant to 12 O.S. § 2023(C), the Court finds that Class Representatives Wade Quick and Laura Lance are members of the Settlement Class, that their claims are typical of the Class, and that they fairly and adequately protected the interests of the Class throughout the proceedings in the Lawsuit. The appointment of Plaintiffs as the Class Representatives is therefore affirmed.

13. Having considered the factors set forth in 12 O.S. § 2023(F), the Court finds that Class Counsel have fairly and adequately represented the Class for purposes of entering into and implementing the Settlement and thus the appointment of William B. Federman of Federman & Sherwood as Class Counsel is affirmed.

14. The Court affirms its findings that the Settlement Class meets the relevant requirements of 12 O.S. §§ 2023(A) and (B) and for purposes of the settlement that: joinder of all Class Members in a single proceeding would be impracticable, if not impossible, because of their numbers and dispersion. Common issues exist among Class Members and predominate over questions affecting individual Class Members only: in particular, whether Defendant was negligent regarding its handling of Plaintiffs' Private Information. The Class Representatives' claims are typical of those of the Class, as the Class Representatives allege they had their Private Information exposed, accessed or acquired in the Data Incident. The Class Representatives and their counsel will fairly and adequately protect the interests of the Class as the Class Representatives have no

interests antagonistic to the Class and have retained counsel who are experienced and competent to prosecute this matter on behalf of the Class. Finally, a class settlement is superior to other methods available for a fair resolution of the controversy.

15. Therefore, pursuant to 12 O.S. § 2023(C) the Court finally certifies the following Settlement Class:

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 between on or around February 2024.

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 who were notified that their Private Information may have been affected in the Data Incident that Defendant experienced in February 2024.

16. Judgment shall be, and hereby is, entered dismissing the Litigation with prejudice, on the merits.

17. As of the Effective Date, and in exchange for the relief described in the Settlement, the Releasing Parties hereby fully and irrevocably release and forever discharge the Released Parties from the Released Claims.

18. In consideration for this Agreement and the consideration set forth herein, Plaintiffs and Settlement Class Members and Releasing Parties acknowledge that the Releases and the release herein include potential claims and costs that may not be known or suspected to exist and that Plaintiff and the Settlement Class Members hereby agree that all rights under California Civil Codes § 1542, and any similar law of any state or territory of the United States, are expressly and

affirmatively waived. California Civil Code § 1542 states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

19. Pursuant to 12 O.S. § 2023(G), Class Counsel is awarded \$400,000.00 for attorneys' fees and costs. Class Counsel initiated the Lawsuit on behalf of Plaintiffs and acted to protect the Class. Class Counsel's efforts have produced the Settlement Agreement entered into in good faith that provides a fair, reasonable, adequate, and certain results for the Class. Class Counsel is entitled to reasonable attorneys' fees and reimbursement of expenses for their work. Defendant (and/or its Insurer) will cause to be paid, through the Claims Administrator, these attorneys' fees, expenses, and costs to the trust account of Federman & Sherwood. Class Counsel shall have the sole authority to apportion and distribute attorneys' fees among other Plaintiffs' counsel.

20. The Settlement Class Representatives shall be awarded Service Awards in the amount of \$2,500.00 each (\$5,000.00 in total). Defendant (and/or its Insurer) will cause to be paid, through the Claims Administrator, the Service Awards.

21. Plaintiffs and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

22. The Court hereby retains and reserves jurisdiction over: (i) implementation of this Settlement and any distributions to the Settlement Class Members; (ii) the Lawsuit, 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 of the Agreement, including the exhibits appended thereto; and (iii) all Parties, for the purpose of enforcing and administering the Settlement.

23. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Order, and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered, and releases delivered in connection with the Settlement shall be null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any proceeding. The Lawsuit shall return to its status immediately prior to execution of the Agreement.

24. Pursuant to 12 O.S. § 2023(C), all persons who satisfy the Class Definition above, with the exception of those listed on **Exhibit 1**, shall be bound by this Order.

25. None of the settlement, this Order, nor the fact of the settlement constitutes any admission by any of the parties of any liability, wrongdoing, or violation of the law, damages, or lack thereof, or of the validity or invalidity of any claim or defense asserted in the Lawsuit.

26. The Court finds that no reason exists for delay in ordering final judgment pursuant to 12 O.S. § 681 and hereby directs the Clerk to enter this Order forthwith.

27. The Clerk of Court is hereby directed to enter final judgment forthwith.

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

HONORABLE JUDGE BONNER

APPROVED AS TO FORM:

Date: _____

Respectfully submitted,

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

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**Admitted pro hac vice*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$1.5M Emergency Medical Services Authority Settlement Ends Class Action Lawsuit Over February 2024 Data Breach](#)
