

CAUSE NO. 2024CI13299

**DORIS FLORES, TERESA PINSON,
VERONICA MARIN, DEE VAUDA RUSS,
and LAWRENCE HOLMES** on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

**SOUTH TEXAS ONCOLOGY AND
HEMATOLOGY, PLLC,**

Defendant.

IN THE DISTRICT COURT

BEXAR COUNTY, TEXAS

438th JUDICIAL DISTRICT

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

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

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Agreement and preliminarily finds the Settlement to be within the range of possible approval as fair, reasonable, and adequate to the Settlement Class such that it is likely to be able to approve the same pursuant to Texas Rule of Civil Procedure 42(e)(1)(A) and thus that Notice should be directed to the Settlement Class. This finding is not to be deemed an admission of liability or fault by Defendant or by any other Released Party, or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of

¹ All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement attached to the Motion for Preliminary Approval as Exhibit A.

any violation of law by Defendant. Defendant retains all rights to assert that the Action may not be certified as a class action except for settlement purposes. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Released Parties of the truth of any of the allegations made in the Action or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Parties.

2. The Court has subject matter jurisdiction over this action because the alleged conduct occurred in Bexar County, Texas, and the Court has personal jurisdiction over Defendant because Defendant's principal place of business is in Bexar County, Texas. Additionally, venue is proper in this District pursuant to Tex. Civ. Prac. & Rem. Code § 15.002.

3. The Settlement, including the proposed Notice Program and forms of Notice to the Settlement Class, the appointment of Plaintiffs Doris Flores, Teresa Pinson, Veronica Marin, Dee Vauda Russ, and Lawrence Homes as the Class Representatives of the Settlement Class, the appointment of Jeff Ostrow of Kopelowitz Ostrow P.A., Tyler J. Bean of Siri & Glimstad LLP, and Charles E. Schaffer of Levin Sedran & Berman LLP as Class Counsel for the Settlement Class, the approval of Kroll Settlement Administration, LLC as the Settlement Administrator, the various forms of Settlement Class Member Benefits provided under the terms of the Settlement, the proposed method of distribution of those benefits, and the Claim Process are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

4. The Court does hereby preliminarily and conditionally approve and certify, for settlement purposes, the following Settlement Class:

all living individuals whose Private Information may have been accessed and/or acquired by an unauthorized party as a result of the Data Incident.

Excluded from the Settlement Class are: (a) all persons who are officers and directors of the

Defendant; (b) governmental entities; and (c) the Judge assigned to the action, that Judge's immediate family, and Court staff.

5. The Court preliminarily certifies the Settlement Class for purposes of sending Notice to the Settlement Class, finding that it is likely to be able to certify the Settlement Class for purposes of settlement pursuant to Texas Rule of Civil Procedure 42(a) and (b)(3). Based on the information provided in the Motion for Preliminary Approval, and for the purposes of settlement only: the Settlement Class is ascertainable and satisfies numerosity; there are common questions of law and fact, including issues related to data security and the nature and scope of the Data Incident, also satisfying commonality; the proposed Class Representatives' claims are typical; the proposed Class Representatives and Class Counsel fully, fairly, and adequately protect the interests of the Settlement Class; questions of law and fact common to members of the Settlement Class predominate over questions affecting only individual members for settlement purposes; and a class action for Settlement purposes is superior to other available methods for the fair and efficient adjudication of this Action.

6. The Court appoints Plaintiffs as the Class Representatives for the Settlement Class.

7. The Court appoints Jeff Ostrow, Tyler J. Bean, and Charles E. Schaffer as Class Counsel for the Settlement Class.

8. The Court appoints Kroll Settlement Administration, LLC as the Settlement Administrator. All Settlement Administration Costs shall be paid out of the Settlement Fund.

9. The proposed Notice Program and the Notices attached to the Settlement Agreement as Exhibits 1-3 satisfy the requirements of Texas Rule of Civil Procedure 42(c)(2)(A) and (e)(1) and the Due Process Clause(s) of the United States Constitution and the State of Texas, provide the best notice practicable under the circumstances, and are hereby approved. Non-

material modifications to these Notices may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

10. The Court finds the Notice Program (a) is reasonably calculated to apprise Settlement Class of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or opt-out of the Settlement Class and other rights under the terms of the Agreement; and (b) is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice. The Court further finds that Notices are written in plain language, uses simple terminology, and are designed to be readily understandable by Settlement Class Members.

11. The Court further finds the Claims Process is designed in a manner that makes it simple for Settlement Class Members to submit Claim Forms. The Claim Form is written and created in a way that Settlement Class Members can easily understand how to submit a Claim and what information or documentation is necessary in connection therewith.

12. A Settlement Class Member may opt-out of the Settlement Class at any time before the Opt-Out Deadline by mailing a request to opt-out to the Settlement Administrator postmarked by the Opt-Out Deadline. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

13. A Settlement Class Member may object to the Settlement and/or the Application

for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the relevant Settlement Class Member must submit the objection no later than the Objection Deadline, as specified in the Notice, and the relevant Settlement Class Member must not have excluded himself or herself from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label. For an objection to be considered by the Court, the objection must also set forth:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date of 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;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Award;
- e. the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed

objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

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

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

14. All Settlement Class Members shall be bound by all determinations and judgments in the Action concerning the Settlement, including, but not limited to, the Releases, including the Released Claims, provided for in the Agreement, whether favorable or unfavorable, except those who timely and validly opt-out of the Settlement Class. The Settlement Class Members who timely and validly opt-out will be excluded from the Settlement Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claims, and shall not be bound by the Agreement or the Final Approval Order as to the Defendant.

15. Pending final determination of whether the Settlement should be approved, Plaintiffs and the Settlement Class are barred and enjoined from commencing or prosecuting any

claims asserting any of the Released Claims against Defendant or the other Released Parties.

16. In the event the Settlement is terminated pursuant to the terms of the Settlement Agreement: (a) the Settlement and this Preliminary Approval Order shall become void, shall have no further force or effect, and shall not be used in the Action or any other proceedings for any purpose other than as may be necessary to enforce the terms of the Settlement that survive termination; (b) this matter will revert to the status that existed before execution of the Settlement Agreement; and (c) no term or draft of the Agreement or any part of the Parties' settlement discussions, negotiations or documentation shall (i) be admissible into evidence for any purpose in this Action or in any other action or proceeding other than as may be necessary to enforce the terms of the Settlement that survive termination; (ii) be deemed an admission or concession by any Party regarding the validity of any of the Released Claims or the propriety of certifying any class against Defendant or the other Released Parties; or (iii) be deemed an admission or concession by any Party regarding the truth or falsity of any facts alleged in the Action or the availability or lack of availability of any defense to the Released Claims.

17. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the potential Settlement Class Members and retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modification as may be agreed to by the Parties or as ordered by the Court, without further notice to the Settlement Class.

18. A Final Approval Hearing shall be held before the Court, via Zoom, on July 21, 2026 at 9:00am, at the, Bexar County Courthouse, 100 Dolorosa, San Antonio, TX 78205, for the following purposes:

- a. To determine whether the proposed Settlement is fair, reasonable, and adequate to the

Settlement Class and should be approved by the Court;

- b. To determine whether Settlement Class Members (who have not timely and validly opted-out from the Settlement) should be bound by the Releases set forth in the Settlement Agreement;
- c. To determine whether to grant Final Approval and to enter the Final Approval Order;
- d. To determine whether the Notice Program conducted was appropriate;
- e. To determine whether the Claims Process was fair, reasonable and adequate and should be approved by the Court;
- f. To determine whether the Application for Attorneys' Fees, Costs, and Service Award is reasonable and should be approved by the Court;
- g. To determine whether this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement;
- h. To determine whether the Settlement Class Member Benefits are fair, reasonable, and adequate; and
- i. To rule upon such other matters as the Court may deem appropriate.

19. The Court preliminarily approves the following Settlement Timeline:

Defendant gives Class List to Settlement Administrator	5 days after Preliminary Approval
Notice Program Commencement	20 days after Preliminary Approval
Deadline to File Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Award	45 days before the initial date set for the Final Approval Hearing
Objection Deadline	30 days before the initial date set for the Final Approval Hearing
Opt-Out Deadline	30 days before the initial date set for the Final Approval Hearing
Claims Deadline	15 days before the initial date set for the Final Approval Hearing
Final Approval Hearing	July 21, 2026, 2026 at 9:00 AM via Zoom (in no event earlier than 100 days

following Preliminary Approval)

3/25/2026
SO ORDERED this ___ day of _____, 2026.


PRESIDING JUDGE

**JUDGE CYNTHIA MARIE CHAPA
PRESIDING JUDGE
288TH DISTRICT COURT**

AGREED AS TO FORM AND SUBSTANCE.

/s/ Joe Kendall
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Joe Kendall on behalf of Joe Kendall

Bar No. 11260700

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