SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement") is entered into by and between Philip Durkin and Jacqueline Twinkle Harris ("Settlement Class Representatives"), individually and on behalf of the Settlement Class Members (as defined *infra*), and VNA of Texas d/b/a The Visiting Nurse Association of Texas ("VNA" or "Defendant") (together, the "Parties"), in the action *Philip Durkin v. VNA of Texas* (Case No. DC-26-03001 filed on or about February 17, 2026, in the District Court of Dallas County, Texas (the "Action"). The Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Action and the Released Claims (as defined *infra*), upon and subject to the terms and conditions below.

I. FACTUAL BACKGROUND AND RECITALS

1. On February 17, 2026, Plaintiff Philip Durkin filed a class action complaint against Defendant in the District Court of Dallas County, Texas, related to a cybersecurity incident that occurred on or around July 17, 2025 (the "Data Incident") affecting Defendant. Plaintiff Durkin brought the following claims: (1) negligence; (2) negligence *per se*; (3) breach of implied contract; (4) unjust enrichment; and (5) invasion of privacy—intrusion upon seclusion. Subsequently, Settlement Class Counsel was retained by Jacqueline Harris. Both Mr. Durkin and Ms. Harris are members of the Settlement Class.

2. On May 28, 2026, Defendant filed a general denial as to all claims and causes of action asserted in Plaintiff's Petition.

3. To conserve resources, the Parties began discussing the possibility of early resolution and agreed to exchange informal discovery regarding the scope of the Data Incident; the number of Settlement Class Members; the geographic locations of Settlement Class Members; and the types of information potentially impacted. By exchanging informal discovery, the Parties obtained an objective understanding of the underlying facts. Thus, the Parties were able to carefully evaluate the strengths and weaknesses of the claims and defenses.

4. For months, the Parties engaged in arm's length negotiations wherein the Parties evaluated and discussed the relevant facts and law and carefully weighed the risks and uncertainties of continued litigation. Throughout the entire process, the Parties agreed to not negotiate attorney fees or Service Awards until the class benefits of the settlement were finalized. After numerous rounds of back-and-forth negotiations, the Parties eventually reached an agreement on all the core terms of the Settlement on July 10, 2026.

5. Thereafter, the Parties continued to negotiate the finer terms of the Settlement memorialized in this agreement.

6. Defendant denies the allegations and causes of action pled in the Action and otherwise denies any liability to Plaintiff and Settlement Class Members in any way. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or in any other pending or subsequently filed action, or of any

wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

7. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

8. Therefore, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

II. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following defined terms shall have the meanings set forth below:

9. "**Aggregate Cap**" means the maximum amount of one hundred and sixty-five thousand dollars ($165,000.00) that Defendant will pay for Approved Claims for the Alternative Cash Payment as described in Section III.

10. "**Alternative Cash Payment**" means the $50.00 cash payment, subject to the Aggregate Cap, that Settlement Members can claim as set forth in Section III, in lieu of Out-of-Pocket Losses.

11. "**Application for Fee Award and Costs, and Service Awards**" means the application made with the Motion for Final Approval seeking Settlement Class Counsel's attorneys' fees, reimbursement for costs, and for Service Awards for the Settlement Class Representatives

12. "**Approved Claim**" means the complete and timely submission of a Claim Form by a Settlement Class Member that has been approved by the Settlement Administrator subject to the Claims Review Process.

13. "**Claim Form**" means the form(s) Settlement Class Members must submit to obtain the benefits provided by the Settlement, which form is attached hereto as **Exhibit C**, or form(s) approved by the Court substantially similar to the form attached hereto. Settlement Class Members shall swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form and any documents submitted with the claim form are true and correct to the best of his or her knowledge or recollection.

14. "**Claims Deadline**" means the date by which all Claim Forms must be postmarked (if physically mailed) or submitted (if filed electronically on the Settlement Website) to be considered timely and shall be set as a date ninety (90) days after the Notice Deadline. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

15. "**Claims Period**" means the period of time during which Settlement Class Members may submit Claim Forms, which will end ninety (90) days after the Notice Deadline.

16. "**Claims Review Process**" means the process for reviewing and determining whether claims are valid as set forth in Section IV.

17. "**Court**" means the District Court of Dallas County, Texas.

18. "**Credit Monitoring Services**" means the credit monitoring services provided to all Settlement Class Members described in Section III, which includes two (2) years of three-bureau credit monitoring and $1 million in identity theft protection insurance, among other features.

19. "**Data Incident**" means the cybersecurity incident that impacted Defendant on or around July 17, 2025.

20. "**Defendant's Counsel**" means Kristin Shicora of KLA Legal LLP.

21. "**Effective Date**" means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

22. "**Fee Award and Costs**" means the amount of attorney fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorney fees, costs, and litigation expenses in connection with this Action.

23. "**Final Approval Hearing**" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement and enter a judgment approving the Settlement Agreement, approving the Fee Award and Costs, and approving Service Awards to the Class Representatives, to be held at least 120 days after entry of the Preliminary Approval Order.

24. "**Final Approval Order**" means an order requesting that judgment be entered accordingly, substantially in the form attached hereto as **Exhibit F**, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Texas Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

25. "**Litigation Costs and Expenses**" means costs and expenses incurred by Settlement Class Counsel and their law practices in connection with commencing, prosecuting, and settling the Action.

26. "**Notice**" or "**Notice Program**" means direct notice of the proposed class action Settlement to be provided to Settlement Class Members, that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement, and which is to be provided substantially in the forms attached hereto (the "Short Form Notice – Postcard" (**Exhibit A**), the "Short Form Notice – Email" (**Exhibit E**), and the "Long Form Notice" (**Exhibit B**)), as well as on the Settlement Website.

27. "**Notice Deadline**" means the last day by which Notice must be issued to the Settlement Class Members and will occur no later than thirty (30) days after entry of the Preliminary Approval Order, or other such date as ordered by the Court.

28. "**Notice and Administrative Expenses**" means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing for undeliverable notices, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also include all reasonable fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

29. "**Objection Deadline**" is the last day on which a Settlement Class Member may file a written objection to the Settlement or the application for a Fee Award and Costs, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

30. "**Objection Procedure**" means the procedure that Settlement Class Members must follow to object to the Settlement as set forth in Section VI.

31. "**Opt-Out**" means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

32. "**Opt-Out Deadline**" is the last day on which a Settlement Class Member may postmark a Request for Exclusion, which will be sixty (60) days after the Notice Deadline, or other such date as ordered by the Court.

33. "**Opt-Out Procedure**" means the procedure that Settlement Class Members must follow to opt-out of the Settlement as set forth in Section VI.

34. "**Out-of-Pocket Losses**" means documented out-of-pocket monetary costs that a Settlement Class Member actually incurred, that are fairly traceable to the Data Incident, and that have not already been reimbursed by a third-party.

35. "**Personal Information**" includes, but is not limited to, name, date of birth, Social Security Number, medical record number, mental or physical condition, diagnosis, diagnosis code, treatment location, provider name, admission date, prescription information, subscriber member number, and client ID number. The term "Personal Information" is not intended here, nor should it be viewed as having any bearing on the meaning of this term or similar terms in any statute or other source of law beyond this Agreement, or how the Parties may use the term in other circumstances.

36. "**Preliminary Approval Order**" means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under the Texas Rules of Civil Procedure, and determining that the Court will likely be able to certify the Settlement Class for purposes of resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit D**.

37. "**Released Claims**" means any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

38. "**Released Parties**" means Defendant and each and every of its predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers and reinsurers (including their third-party administrators) and their respective agents, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a "Released Party."

39. "**Releasing Parties**" and a "**Releasing Party**" shall refer, jointly and severally, and individually and collectively, to the Settlement Class Representatives and Settlement Class Members, any person claiming or receiving a benefit under this Settlement, and each of their

respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

40. "**Reminder Notice**" means the notice that will be sent thirty (30) days before the Claim Deadline if the claim rate is under 2% as of 45 days before the Claim Deadline.

41. "**Request for Exclusion**" means a writing by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Section VI.

42. "**Service Awards**" means compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this Action as set forth in Section XI.

43. "**Settlement**" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

44. "**Settlement Administrator**" means Angeion Group, subject to Court approval, an entity jointly selected and supervised by Settlement Class Counsel and Defendant's Counsel to administer the settlement.

45. **"Settlement Class**" is defined as "All individuals residing in the United States whose Personal Information was impacted in the Data Incident, including, but not limited to, all those who received notice of the breach." Excluded from the Settlement Class are (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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. In total, Defendant represents that there are approximately 26,000 people in the Settlement Class.

46. "**Settlement Class Counsel**" means Brittany Resch of Strauss Borrelli PLLC.

47. "**Settlement Class List**" means the list of the names and current or last known email and/or mailing address information for Settlement Class Members that Defendant used to mail notice of the Data Incident to individuals, to the extent reasonably available, which Defendant shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

48. "**Settlement Class Member**" means an individual who falls within the definition of the Settlement Class.

49. "**Settlement Class Representatives**" means Philip Durkin and Jacqueline Twinkle Harris.

50. "**Settlement Payment**" or "**Settlement Check**" mean the payment to be made via mailed check or via electronic means, including but not limited to PayPal, Venmo, ACH, Zelle, and Virtual Card, to a Settlement Class Member pursuant to the claims process set forth in Section IV.

51. "**Settlement Website**" means the website the Settlement Administrator will establish and use to provide Settlement Class Members with information about the Settlement and relevant case documents and deadlines, as set forth herein.

52. "**Supplemental Declaration**" means the declaration that the Settlement Administrator will provide to Settlement Class Counsel for filing with the Court in advance of the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claims.

III. SETTLEMENT BENEFITS

53. **Credit Monitoring Services.** All Settlement Class Members shall be offered an opportunity to enroll in Credit Monitoring Services, which will include two (2) years of three-bureau credit monitoring and $1 million in identity theft protection insurance, among other features. The enrollment code will be included on the Short Form Notice - Postcard (**Exhibit A**) and the Short Form Notice – Email (**Exhibit E**) and no Claim Form need be submitted by a Settlement Class Member to receive this benefit. The costs of Credit Monitoring Services shall be paid by Defendant separate and apart from the Aggregate Cap.

54. **Monetary Benefits**. Defendant shall pay for the following monetary benefits.

a. **Compensation for Out-of-Pocket Losses**. All Settlement Class Members may submit a claim for up to $4,000.00 per person for out-of-pocket losses.

i. To be valid, Settlement Class Members must provide third-party documentation that supports the losses. Valid third-party documentation includes receipts, bank statements, or other official documentation that was not "self-prepared" by the Settlement Class Member.

ii. Settlement Class Members may submit "self-prepared" documents (e.g., handwritten receipts or notes) to provide clarity, but such documents are insufficient by themselves to qualify for compensation.

iii. Examples of eligible Out-of-Pocket Losses include, without limitation and by way of example, the following: losses associated with fraud or identity theft, professional fees including attorney fees, accountant fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the

notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

iv. If a Settlement Class Member submits a claim for Out-of-Pocket Losses but fails to provide sufficient third-party documentation and then fails to cure the deficiencies, that Settlement Class Member will automatically receive the Alternative Cash Payment.

v. Claims for Out-of-Pocket Losses are not subject to the Aggregate Cap.

b. **Alternative Cash Payment**. In the alternative to claims for Out-of-Pocket Losses, Settlement Class Members may submit a claim for a $50.00 flat cash payment. Settlement Class Members may claim both the Alternative Cash Payment and also Credit Monitoring Services. To receive this benefit, Settlement Class Members must submit a valid claim form, but no documentation is required to make a claim. This benefit is subject to the Aggregate Cap. If Approved Claims for the Alternative Cash Payment exceed the Aggregate Cap, Approved Claims for the Alternative Cash Payment will be reduced pro rata such that the total of all Approved Claims for the Alternative Cash Payment does not exceed the Aggregate Cap.

55. **Business Practice Commitments.** Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other settlement benefits. To the extent the Court requires this declaration be filed, it shall be filed under seal.

IV. CLAIMS PROCESS AND PAYMENTS

56. **Submission of Electronic and Hard Copy Claims**. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel.

57. **Claims Review Process.** The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent claims for Out-of-Pocket Losses and Alternative Cash Payment are valid.

a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.

b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.

c. The Settlement Administrator will verify that the Settlement Class Member has provided all third-party documentation or information needed to complete the Claim Form, including any documentation required to support claims for compensation as described above.

d. The Settlement Administrator will determine to what extent documentation for Out-of-Pocket Losses reflects losses actually and reasonably incurred and that were more likely than not caused by the Data Incident.

e. In determining whether claimed Out-of-Pocket Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider the timing of the alleged loss and whether it occurred on or after the Data Incident; and any other factors the Settlement Administrator reasonably finds to be relevant.

f. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

g. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Defendant as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.

h. To the extent the Settlement Administrator determines that a timely Claim Form for Out-of-Pocket Losses or the Alternative Cash Payment by a Settlement Class Member is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class Member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.

i. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing, including any supporting documents. The appeal must be submitted within

twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to the Settlement Administrator for final, non-appealable disposition. In reaching disposition, the Settlement Administrator is authorized to communicate with counsel for the Parties separately or collectively.

58. **Payment**.

a. After the Effective Date, and after final determinations have been made with respect to all Claim Forms submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Out-of-Pocket Losses and the Alternative Cash Payment and also provide funding instructions to Defendant. Within the later of forty-five (45) days of receiving this accounting or thirty (30) days of the Effective Date, Defendant or its representative shall transmit the funds needed to pay Approved Claims for Out-of-Pocket Losses and the Alternative Cash Payment in accordance with the terms of this Agreement.

b. Payments issued by the Settlement Administrator for Approved Claims for Out-of-Pocket Losses or the Alternative Cash Payment shall be issued in the form of a check, or via electronic means (through means agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described above.

c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order.

59. **Timing**. Settlement Checks shall bear the legend that they expire if not negotiated within ninety (90) days of their issue date.

60. **Returned Checks**. For any Settlement Check returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall, within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable, send an e-mail and/or telephone that Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Settlement Class Members shall remain valid and negotiable for sixty

(60) days from the date of issuance and thereafter will automatically be canceled and deemed void if not cashed by the Settlement Class Members within that time.

61. **Uncashed Checks**. To the extent that an electronic payment or settlement check is not cashed, accepted and/or negotiated within sixty (60) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued electronic payment or check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing an electronic payment or check or mailing the Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued electronic payment or check. Any reissued electronic payment(s) or settlement check(s) issued to Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time.

62. **Voided Checks**. In the event a Settlement Check becomes void, the Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member.

63. **Deceased Settlement Class Members**. If the Settlement Administrator is notified that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the electronic payment(s) or settlement check(s) to the estate of the Settlement Class Member upon receiving proof the Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Defendant's Counsel.

V. NOTICE PROGRAM

64. **Timing of Notice**. Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Class List to the Settlement Administrator. The Settlement Administrator shall disseminate the Short Form Notice - Postcard (**Exhibit A**) and the Short Form Notice – Email (**Exhibit E**) to Settlement Class Members for whom it has a valid email address or mailing address (after reasonable efforts to locate a valid address, like skip tracing) by the Notice Deadline. The Settlement Administrator shall make the Long Form Notice (**Exhibit B**), and Claim Form (**Exhibit C**) available to Settlement Class Members on the Settlement Website.

65. **Form of Notice**. The Short Form Notice - Postcard (**Exhibit A**) and the Short Form Notice – Email (**Exhibit E**) shall be disseminated through email address or First Class U.S. mail to Settlement Class Members on the Settlement Class List. Notice shall also be provided on the Settlement Website. The Short Form Notices mailed to Settlement Class Members will be in a form substantially similar to that attached hereto as Exhibit A and Exhibit E. The Settlement Administrator shall have discretion to format the Short Form Notices in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed Settlement Class Counsel and Defendant's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Short Form Notice - Postcard (**Exhibit A**)

that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts (e.g., skip trace) to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. For Short Form Notice – Email (**Exhibit E**) that are bounced back for invalid email addresses, the Settlement Administrator shall use reasonable efforts to identify an updated email address and resend the email notice if an updated email address is identified.

66. **Tear-Off Claim Form**. The Short Form Notice - Postcard (**Exhibit A**) shall include a tear-off Claim Form with business reply mail for the Alternative Cash Payment.

67. **Reminder Notice**. A reminder notice will be sent thirty (30) days before the Claim Deadline if the claim rate is under 2% as of 45 days before the Claim Deadline. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and not inconsistent with such Court approval.

68. **Settlement Website**. The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The URL of the Settlement Website shall be agreed upon by Settlement Class Counsel and Defendant. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for final approval inclusive of the Application for Fee Award and Costs, and Service Awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. Settlement Class Members shall be able to submit Claim Forms online via the Settlement Website or mailed to the Settlement Administrator. The Settlement Website shall contain the Claims Deadline, Objection Deadline, and Opt-Out Deadline, and the date and location of the Final Approval Hearing. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

69. **Cost of Notice and Administration**. Defendant will pay for the Notice and Administrative Expenses, which will be paid separately from costs associated with providing the Settlements Benefits in Section III.

VI. OPT-OUTS AND OBJECTIONS

70. **The Opt-Out Procedure**. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or "opt-out" of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than the Opt-Out Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

a. The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words

"Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.

b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class; or (b) to opt-out more than one Settlement Class Member on a single Request for Exclusion, or as an agent or representative. Any such purported Request(s) for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Request(s) for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt-Outs.

d. All persons who Opt-Out shall not receive any benefits or be bound by the terms of this Agreement and shall have no right to object to the Settlement or to participate at the Final Approval Hearing. All Settlement Class Members who do not request to be excluded from the Settlement in the manner set forth herein shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

71. **The Objection Procedure**. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement or the Fee Award and Costs by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member and their attorney. The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the

Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

VII. SETTLEMENT ADMINISTRATOR

72. **Duties of Settlement Administrator**. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and orders of the Court;

c. Performing National Change of Address searches on the Settlement Class List and/or skip tracing on invalid addresses and undeliverable notices;

d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;

e. Establishing and maintaining the Settlement Website;

f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;

g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;

h. Reviewing, determining the validity of, and processing all Claim Forms submitted consistent with the terms of this Agreement;

i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the deadlines set forth herein, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendant's Counsel;

j. Working with the provider of Credit Monitoring Services to receive and send activation codes to all Settlement Class Members on the Short Form Notice - Postcard (**Exhibit A**) and the Short Form Notice – Email (**Exhibit E**) and for ensuring that the codes are activated after the Effective Date;

k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

l. Providing weekly or other periodic reports to Settlement Class Counsel and Defendant's Counsel that include information regarding claims, objections, Opt-Outs and other data agreed to between Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator;

m. Preparing a declaration for submission with the Motion for Final Approval that (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) provides data on Opt-Outs, Objections, and Claim Forms received.

n. Preparing the Supplemental Declaration which shall be filed with the Court before the Final Approval Hearing. The Supplemental Declaration will include updated information about the Notice Program, Opt-Outs, Objections, and Claim Forms.

o. Performing any function related to settlement administration as provided for in this Agreement or agreed-upon among Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator.

VIII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

73. **Certification of the Settlement Class**. For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Defendant reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Plaintiff and Ms. Harris as the Settlement Class Representatives.

74. **Preliminary Approval**. Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing to ensure that any requested revisions from Defendant are addressed. The proposed Preliminary Approval Order shall be in the form attached hereto.

75. **Final Approval**. Settlement Class Counsel shall file their Motion for Final Approval of the Settlement, inclusive of Class Counsel's Application for Fee Award and Costs, and Service Awards, at least 15 days before the Objection and Opt-Out Deadlines. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Fee Award and Costs, and Service Awards. In the Court's discretion, the Court also will hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who objected to the Settlement and/or to the Application for Fee

Award and Costs, and Service Awards, provided the objector(s) submitted timely objections that meet all the requirements listed in the Agreement. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing no earlier than one-hundred and twenty (120) days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Defendant's Counsel with a draft of the Motion for Final Approval of the Settlement and Application for Attorney Fees, Costs, and Service Awards within a reasonable time frame prior to filing same to ensure that any requested revisions from Defendant are addressed.

76. **Jurisdiction**. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute between the Parties arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator, Settlement Class Representatives, and/or Defendant.

IX. MODIFICATION AND TERMINATION

77. **Modification**. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members or Defendant under this Agreement.

78. **Termination**. Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): within fourteen (14) days of (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; (2) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (3) the date the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

79. **Effect of Termination**. In the event of a termination as provided in this Section, this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. All of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to

the Agreement shall be deemed null and void and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition, the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification.

80. **Settlement Not Approved**. If: (1) the Court does not issue the Preliminary Approval Order or Final Approval Order; (2) the Effective Date does not occur; or (3) the Final Approval Order is modified or reversed in any material respect by any appellate or other court, the Parties shall have 60 days from the date of such occurrence or non-occurrence during which the Parties shall work together in good faith in considering, drafting, and submitting reasonable modifications to this Agreement to address any issues identified by the Court or that otherwise caused the Preliminary Approval Order or Final Approval Order not to issue or the Effective Date not to occur. If such efforts are unsuccessful, either Party may at their sole discretion terminate this Agreement on seven (7) days written notice to the other Party. For avoidance of any doubt, neither Party may terminate the Agreement while an appeal from an order granting approval of the Settlement is pending.

X. RELEASES

81. **The Release**. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

82. **Unknown Claims**. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and claims Releasing Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

> 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.

Upon the Effective Date, each Releasing Party shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may

discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Released Claims or relation of the Released Parties thereto, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and the Releasing Parties shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

83. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

84. **Bar to Future Suits**. Upon entry of the Final Approval Order and Judgment, the Settlement Class Representatives and Settlement Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

85. **No Effect on Agreement**. The finality or effectiveness of the Settlement, including the Final Approval Order and Judgement, shall not depend on the amount or timing of Service Awards approved and awarded by the Court or any appeal thereof. The amount and timing of Service Awards is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for termination of this Agreement.

86. **No Admission of Liability**. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

87. **No Use of Agreement**. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Settlement Class Representatives or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XI. SERVICE AWARDS AND ATTORNEY FEES

88. **Service Awards**. At least fifteen (15) days before the Objection and Opt-Out Deadlines, Settlement Class Counsel will file an application for Service Awards for the Settlement Class Representatives in recognition of their contributions to this Action not to exceed Two Thousand Five Hundred Dollars and Zero Cents ($2,500.00) for each Settlement Class Representatives. If more than $2,500.00 per Settlement Class Representative is requested as a Service Award, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Prior to the disbursement or payment of the Service Awards, the Settlement Class Representatives shall provide a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Service Awards to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. Settlement Class Counsel will ensure payment instructions are provided through secure processes. Settlement Class Counsel will then distribute the Service Awards. Defendant's obligations with respect to the Court-approved Service Awards shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of Service Awards. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Service Awards. This amount was negotiated after the benefits to the Settlement Class were negotiated.

89. **Attorney Fees and Costs and Expenses**. At least fifteen (15) days before the Objection and Opt-Out Deadlines, Settlement Class Counsel will file an application for Fee Award and Costs to be paid by Defendant in an amount which shall not exceed Two Hundred Thousand Dollars ($200,000.00). If more than $200,000.00 is requested as a Fee Award and Costs, Defendant shall have the option to terminate the Settlement in accordance with Section IX. Settlement Class Counsel shall provide to Defendant a properly completed and duly executed IRS Form W-9. Defendant shall pay the Court-approved Fee Award and Costs to an account established by or on behalf of Settlement Class Counsel within thirty (30) days after the Effective Date and Settlement Class Counsel's provision of its properly completed and duly executed IRS Form W-9, whichever is later. The Fee Award and Costs will be allocated by Settlement Class Counsel. Defendant's obligations with respect to the Court-approved Fee Award and Costs shall be fully satisfied upon transmission of the funds into the account established by or on behalf of Settlement Class Counsel. Defendant shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the Fee Award and Costs. Nor shall Defendant be responsible for any tax obligations or payments associated with the amount paid into the account established by or on behalf of Settlement Class Counsel. To the extent the Effective Date does not occur, Defendant shall have no obligation to pay any Fee Award and Costs. The amount of the Fee Award and Costs was negotiated after the benefits to the Settlement were negotiated.

XII. MISCELLANEOUS

90. **Publicity.** The Parties agree that they shall not publicize this Settlement, the amount or sum of individual Settlement Class Representatives' or Settlement Class Members' shares or the events and negotiations surrounding this Agreement in any way except by joint pleadings or unopposed motions filed with the Court, if required, and as otherwise permitted within

this Agreement for the purpose of effectuating the Notice program (including the Settlement Website). If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

91. **Integration of Exhibits**. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

92. **Entire Agreement**. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties, including counsel for the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible and consistent with any orders of the Court in this proceeding, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

93. **Resolution**. The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

94. **Other Litigation**. Settlement Class Representatives and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Defendant or any Released Parties related to any of the allegations or claims alleged in the Action.

95. **Deadlines**. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

96. **Binding Effect**. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Settlement Class Representatives and Defendant.

97. **Singular and Plurals**. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

98. **Headings**. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

99. **Construction**. For the purpose of construing or interpreting this Agreement, this Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

100. **Cooperation of Parties**. The Parties to this Agreement agree to cooperate in good faith to effectuate the Settlement described in this Agreement.

101. **Obligation to Meet and Confer**. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

102. **No Conflict Intended**. Any inconsistency between the headings used in this Agreement and the text of the Paragraphs of this Agreement shall be resolved in favor of the text.

103. **Governing Law**. The Agreement shall be construed in accordance with, and be governed by, the laws of Texas, without regard to choice of law principles.

104. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

105. **Notices**. All notices to Settlement Class Counsel and counsel for Defendant provided for herein shall be sent by email to:

Brittany Resch
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611
bresch@straussborrelli.com

All notices to Defendant provided for herein, shall be sent by email to:

[ADD]

The notice recipients and addresses designated above may be changed by written notice to the other Party.

106. **Authority**. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind the Party on whose behalf he, she, or they sign this Agreement to all of the terms and provisions of this Agreement.

107. **No Government Third-Party Rights or Beneficiaries**. No government agency or official can claim any rights under this Agreement or Settlement.

108. **No Collateral Attack**. The Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after issuance of the Final Approval Order.

109. **Survival**. The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Agreement.

110. **Schedule and Deadlines**. Subject to court approval, the Parties agree to following schedule and deadlines.

Event	**Deadline**
Defendant provides the Settlement Class List to the Settlement/Claims Administrator	Within fifteen (15) days of the entry of the Preliminary Approval Order
Notice Deadline	Thirty (30) days after entry of the Preliminary Approval Order
Plaintiff shall file the Motion for Final Approval of the Settlement and Application for Fee Award and Costs and Service Awards	At least fifteen (15) days before the Objection and Opt-Out Deadlines
Objection Deadline	Sixty (60) days after the Notice Deadline
Opt-Out Deadline	Sixty (60) days after the Notice Deadline
Claims Deadline	Ninety (90) days after the Notice Deadline.
Final Approval Hearing	No earlier than one hundred and twenty (120) days after entry of the Preliminary Approval Order

Docusign Envelope ID: 5B8B9DC0-6F7F-8B6A-8202-748CD0212522

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

PHILIP DURKIN

By: Signed by: Philip Durkin ED76757A894F4E9... Date: 8/28/2026

JACQUELINE TWINKLE HARRIS

By: _____ Date: _____

VNA OF TEXAS d/b/a THE VISITING NURSE ASSOCIATION OF TEXAS

By: Chris Culak Date: 9/10/2026

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: _____ Date: _____

Counsel for Defendant

By: _____ Date: _____

Doc ID: 02a6600d1c224e547f4517018f635bb99253dc1b

Docusign Envelope ID: 924513AC-6440-8426-8188-B1A633CC6837

XIII. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed:

PHILIP DURKIN

By: _____ Date: _____

JACQUELINE TWINKLE HARRIS

By: Signed by: [signature] 8EA950FBAE9B4B4... Date: 9/5/2026

VNA OF TEXAS d/b/a THE VISITING NURSE ASSOCIATION OF TEXAS

By: Chris Culak Date: 9/10/2026

Approved as to form by:

Counsel for Plaintiffs and the Settlement Class

By: Brittany Resch Date: 09 / 08 / 2026

Counsel for Defendant

By: Kristin E. Shicora Date: 09/10/2026

Doc ID: 02a6600d1c224e547f4517018f635bb99253dc1b

— EXHIBIT A —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-APPROVED LEGAL NOTICE INTENDED ONLY FOR THE ADDRESSEE.

You may be eligible to receive a Cash Payment and Credit Monitoring Services from a class action settlement.

Your rights may be affected.

Please read this Notice carefully.

Data Incident Settlement-Dept. 4349
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»
Postal Service: Please do not mark barcode

Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

NOTICE ID: «NOTICE ID»
«FIRST NAME» «LAST NAME»
«ADDRESS»
«CITY» «STATE» «ZIP»

DATA INCIDENT SETTLEMENT
ALTERNATIVE CASH PAYMENT CLAIM FORM
«BARCODE»

Complete and return this Claim Form if you want to receive the Alternative Cash Payment or visit the Settlement Website listed in the enclosed Notice to submit your claim online. Claims for Out-of-Pocket Losses must be submitted online or by using the full Claim Form, which is available for download at the Settlement Website. The deadline to submit a Claim Form is «DEADLINE».

☐ **Alternative Cash Payment ($50.00)**. Check this box to select the Alternative Cash Payment and select a payment method:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (mailed to the address above)

Provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

For more information, including disclosures and terms and conditions related to PayPal, Venmo, Zelle, and Virtual Prepaid Card digital payment options, please visit the Settlement Website.

Affirmation and Signature: I swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in the claim form are true and correct to the best of my knowledge or recollection and that I am a Settlement Class Member and I have not opted out of the Settlement.

Signature: _____ **Printed Name:** _____**Date:** ___ ___/___ ___/___ ___

«BARCODE»

The District Court of Dallas County, Texas authorized this Notice to inform you about a proposed class action Settlement in the lawsuit *Philip Durkin v. VNA of Texas*, Case No. DC-26-03001 regarding a Data Incident experienced by VNA of Texas b/c/a The Visiting Nurse Association of Texas on or around July 17, 2025. Before the Court decides whether to grant final approval to the Settlement, you have the right to understand its terms and your rights and options.

The Settlement Class includes all individuals residing in the United States whose Personal Information was impacted in the Data Incident, including, but not limited to, all those who received notice of the breach ***You have been identified as a Settlement Class Member.***

Settlement Benefits. Settlement Class Members who submit a valid Claim Form may receive one of the following Monetary Benefits: (a) Compensation for Out-of-Pocket Losses of up to $4,000 with supporting documentation; or (b) a $50 Alternative Cash Payment, subject to pro rata adjustment if the $165,000 Aggregate Cap for all Alternative Cash Payments is exceeded. To claim the Alternative Cash Payment, you must return a completed Alternative Cash Payment Claim Form or submit a claim online at WEBSITE. Claims for Compensation for Out-of-Pocket Losses must be submitted online or using the Claim Form, which is available for download at WEBSITE. Claim Forms must be received or postmarked by DEADLINE. In addition, all Settlement Class Members can receive two (2) years of three-bureau credit monitoring and $1 million in identity theft protection insurance by visiting WEBSITE and entering the following enrollment code: «**ENROLLMENT CODE**».

Your Other Options. To exclude yourself from, or "opt out" of, the Settlement, you must submit a valid exclusion request by **DEADLINE**. If you do not exclude yourself, you will be legally bound by the Settlement and will release any claims you may have against Defendant and the Released Parties relating to the legal claims resolved by the Settlement. If you do not exclude yourself, you may object to the Settlement and/or Settlement Class Counsel's request for Attorneys' Fee Award and Costs, or Service Awards by **DEADLINE**. Review the Long Form Notice available at WEBSITE for complete instructions on how to exclude yourself from or object to the Settlement. Please note, Excluding yourself from the Settlement will deactivate your credit monitoring enrollment code.

The Lawyers Representing You. The Court has appointed Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel to represent Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you. Settlement Class Counsel will ask the Court to approve Attorneys' Fees and Costs of up to $200,000 and Service Awards of up to $2,500 for each Settlement Class Representative. The Court may award less than the requested amounts. Any amounts approved by the Court will be paid by Defendant and will not reduce the Settlement Benefits available to Settlement Class Members.

Final Approval Hearing. The Court has scheduled a Final Approval Hearing for **DATE/TIME** in Courtroom X of the «NAME OF COURTHOUSE» located at: «ADDRESS OF THE COURTHOUSE» At the hearing, the Court will consider whether to grant final approval to the Settlement, whether to approve Settlement Class Counsel's request for Attorneys' Fees and Costs and Service Awards, and any objections to the Settlement. You or your attorney may request to appear at the hearing, but you are not required to attend. The hearing date or time may change, so please check WEBSITE for updates. **This Notice provides only a summary. For complete information, visit WEBSITE, call toll-free 1-XXX-XXX-XXXX, or scan the QR code.**

Example QR Code. Replace this with case specific QR Code.

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. [INSERT]

POSTAGE WILL BE PAID BY ADDRESSEE

VNA Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street Suite 2210
Philadelphia PA 19103

— EXHIBIT B —

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you are an individual residing in the United States whose Personal Information was impacted by the cybersecurity incident involving VNA of Texas d/b/a The Visiting Nurse Association of Texas on or around July 17, 2025, you may be eligible to receive a Cash Payment and Credit Monitoring Services from a class action settlement.

The District Court of Dallas County, Texas authorized this Notice.

A proposed Settlement has been reached in the class action lawsuit ***Philip Durkin v. VNA of Texas,*** Case No. DC-26-03001, pending in the District Court of Dallas County, Texas (the "Action") regarding a Data Incident experienced by VNA of Texas b/c/a The Visiting Nurse Association of Texas on or around July 17, 2025. If the Settlement is granted final approval by the Court, it will resolve the legal claims arising from the Data Incident involving VNA of Texas d/b/a The Visiting Nurse Association of Texas.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOUR LEGAL RIGHTS ARE AFFECTED.
PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM **DEADLINE: «DATE»**	Submitting a timely and valid Claim Form is the only way to receive a payment from this Settlement. Any Settlement Class Member who does not request exclusion from the Settlement may submit a Claim Form. More information about submitting a Claim Form is available at **FAQ #12**.
EXCLUDE YOURSELF FROM THE SETTLEMENT **DEADLINE: «DATE»**	Excluding yourself from the Settlement (or "opting out") is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendant or other Released Parties for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits, including Credit Monitoring Services. More information about excluding yourself is available at **FAQ #18**.
OBJECT TO THE SETTLEMENT **DEADLINE: «DATE»**	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. • If you exclude yourself from the Settlement, you cannot object to it. • If you object to the Settlement, you are still eligible to submit a Claim Form. More information about objecting is available **FAQ #21**.
ATTEND THE FINAL APPROVAL HEARING **«DATE»**	You may attend the Final Approval Hearing where the Court will determine whether to grant final approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection. The time and date of the hearing may change, so visit «WEBSITE» for updates. More information about the Court's Final Approval hearing is available at **FAQ#23**.
DO NOTHING	If you do nothing, you will not receive any Settlement Benefits and you will give up any rights you may have to sue, continue to sue, or be part of another lawsuit against Defendant and other Released Parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Settlement Benefits will not be

provided unless the Court grants final approval of the Settlement and the Settlement becomes effective.

BASIC INFORMATION

1. Why is there a Notice?

The District Court of Dallas County, Texas authorized this Notice to inform you about a proposed class action Settlement. Before the Court decides whether to grant final approval to the Settlement, you have the right to understand its terms and your rights and options.

This Notice explains the nature of the lawsuit, the terms of the proposed Settlement, who is eligible to receive benefits from this Settlement, a description of the benefits, and how to obtain those benefits.

2. What is this lawsuit about?

Plaintiff Philip Durkin filed this class action lawsuit against VNA of Texas d/b/a The Visiting Nurse Association of Texas ("VNA" or "Defendant") related to a Data Incident that occurred on or around July 17, 2025. Plaintiff and Jacqueline Twinkle Harris are the Settlement Class Representatives.

The specific allegations asserted by Plaintiff are described in the Class Action Complaint, which is available on the Settlement Website at «WEBSITE».

VNA denies the allegations and denies any liability with respect to facts and claims alleged in this Action.

3. Why is this a class action?

In a class action lawsuit, one or more individuals (called the "Plaintiff" or "Settlement Class Representatives") bring claims on behalf of a larger group of people who have similar claims (the "Settlement Class" or "Settlement Class Members"). The Court resolves the claims for all Settlement Class Members, except for those who choose to exclude themselves from (or "opt-out" of) the Settlement Class.

4. Why is there a Settlement?

The Plaintiff and Defendant disagree about the legal claims in this Action. The Action has not gone to trial, and the Court has not decided in favor of either the Plaintiff or the Defendant. Instead, the Plaintiff and Defendant (collectively, the "Parties") agreed to settle the Action after considering the risks, costs, and uncertainties of continued litigation.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class includes **all individuals residing in the United States whose Personal Information was impacted in the Data Incident, including those who received notice of the breach**. If you meet this definition, you are a Settlement Class Member and are included in the Settlement. Defendant represents that the Settlement Class includes approximately 26,000 individuals.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, the Settlement Class specifically excludes: (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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.

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

If you are still not sure whether you are included in this Settlement, you can contact the Settlement Administrator for free assistance.

VNA Data Incident Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
«Email Address» ● 1-XXX-XXX-XXXX

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

All Settlement Class Members who do not opt out of the Settlement may receive Credit Monitoring Services **and** one of the following Monetary Benefits: (i) Compensation for Out-of-Pocket Losses; **or** (ii) an Alternative Cash Payment.

CREDIT MONITORING SERVICES

The Credit Monitoring Services provided under the Settlement include two years of three-bureau credit monitoring, $1 million in identity theft protection insurance, and other features. No Claim Form is required to receive this benefit. All Settlement Class Members may enroll in this benefit by entering the enrollment code provided in the notice of this Settlement at the Settlement Website, «WEBSITE», to activate the services. The Credit Monitoring Services code will not be activated until after the deadline to Opt-out from the Settlement expires. Please note, if you exclude yourself from the Settlement, you will not receive Credit Monitoring Services. For more information on excluding yourself from the Settlement, please see FAQ 18.

MONETARY BENEFITS

I. Compensation for Out-of-Pocket Losses

All Settlement Class Members may submit a claim for up to **$4,000.00** per person for out-of-pocket losses.

To receive compensation for Out-of-Pocket Losses, Settlement Class Members **must** submit third-party documentation supporting the claimed losses, such as receipts, bank statements, or other official records. Documents prepared by the Settlement Class Member may be submitted to help explain or clarify the claimed loss, but they are not sufficient on their own to establish eligibility for compensation.

Examples of eligible Out-of-Pocket Losses include, but are not limited to, the following: losses associated with fraud or identity theft, professional fees including attorney fees, accountant fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

If a Settlement Class Member submits a claim for Out-of-Pocket Losses but fails to provide sufficient third-party documentation and then fails to cure the deficiencies, that Settlement Class Member will automatically receive the Alternative Cash Payment.

II. Alternative Cash Payment

In the alternative to seeking compensation for Out-of-Pocket Losses, Settlement Class Members may submit a claim for a $50.00 cash payment. To receive this benefit, Settlement Class Members must submit a valid Claim Form, but no supporting documentation is required.

Approved Claims for the Alternative Cash Payment are subject to an aggregate cap of $165,000. If the total amount of Alternative Cash Payments for Approved Claims exceeds the Aggregate Cap, each Alternative Cash Payment will be reduced on a *pro rata* basis so that the total amount paid does not exceed $165,000.

9. What else does the Settlement provide for?

The Defendant has also agreed to certain Business Practice Commitments.

Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant separate and apart from all other Settlement Benefits.

In addition, Defendant has agreed to pay the reasonable fees and expenses of the Settlement Administrator, as well as Court-approved Attorneys' Fees and Costs of up to $200,000 and Service Awards of up to $2,500 for each Settlement Class Representative. These amounts are separate from, and will not reduce, the Settlement Benefits available to Settlement Class Members.

10. What am I giving up in order to stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders pertaining to the Settlement will apply to you and will legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called "Released Claims" (*See* next question).

If you are a Settlement Class Member, you must submit an approved Claim to be eligible to receive Monetary Benefits. If you do nothing, you will not receive a payment from this Settlement.

11. What are the Released Claims?

The Settlement Agreement defines "Released Claims" as any and all claims, liabilities, rights, claims, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorney fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that result from, relate to, are based upon, or arise out of the Data Incident, the operative facts alleged in the Action, including the complaint and any amendment thereto, Defendant's information security policies and practices, or Defendant's maintenance or storage of Personal Information, and conduct that was alleged or could have been alleged in the Action, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

The "Released Parties" include Defendant and each and every of its predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, departments, owners, Trustees, and the present and former directors, trustees, officers, employees, agents, insurers and reinsurers (including their third-party administrators) and their respective agents, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, vendors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Defendant's predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns.

For more information about the Released Claims and Released Parties, please refer to the Settlement Agreement, which is available on the Settlement Website at «WEBSITE».

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

12. How do I make a claim for Settlement Benefits?

Settlement Class Members must submit a valid Claim Form to receive Monetary Benefits. Visit «WEBSITE» to submit a claim online or download a Claim Form to complete and return by mail.

Online Claim Forms must be submitted by «DEADLINE». Claim Forms submitted by mail must be received or postmarked by «DEADLINE ».

Mail your completed Claim Form and any required supporting documents to:

VNA Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Settlement Class Members do not need to submit a Claim Form to receive Credit Monitoring Services. If you believe you are a Settlement Class Member but did not receive a notice concerning this Settlement with a personalized enrollment code, you may contact the Settlement Administrator for further assistance.

13. Can I request a Claim Form?

Yes. You can contact the Settlement Administrator to request that a Claim Form be sent to you by mail or email.

VNA Data Incident Settlement
Attn: Claim Form Request
1650 Arch Street Suite 2210
Philadelphia, PA 19103
«Email Address» ● 1-XXX-XXX-XXXX

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

It is your responsibility to notify the Settlement Administrator of any changes to your contact information or payment details after you submit a Claim Form. Please include your Notice ID or Claim Number (if you submitted your claim online) with your written request to the Settlement Administrator.

VNA Data Incident Settlement
Attn: Claim Update
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
«Email Address»

15. When and how will I receive the Settlement Benefits?

If you submit a valid claim for a Monetary Benefit, payment will be issued by the Settlement Administrator only after the Settlement is approved by the Court and becomes Final. Your payment will be issued via the payment method you selected on your Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your contact information or payment instructions after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Monetary Benefits can be issued. Please be patient and check «WEBSITE» for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel to represent Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you.

Brittany Resch
STRAUSS BORRELLI PLLC
980 N Michigan Ave, Suite 1610
Chicago, IL 60611

17. How will Settlement Class Counsel be paid?

Settlement Class Counsel will ask the Court to approve Attorneys' Fees and Costs of up to $200,000 and Service Awards of up to $2,500 for each Settlement Class Representative. The Court may award less than these amounts. Any amounts approved by the Court will be paid by Defendant and will not reduce the Settlement Benefits available to Settlement Class Members. Settlement Class Counsel's application for Attorneys' Fees and Costs will be posted on the Important Documents page of the Settlement Website «WEBSITE» when available.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any rights you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the legal claims raised in this Action and/or released by this Settlement, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself, herself, or themselves from the Settlement and will be bound by the Settlement, even if that Settlement Class Member does not submit a valid Claim Form.

18. How do I get out of the Settlement?

Settlement Class Members who wish to opt-out of the Settlement must submit a written opt-out request to the Settlement Administrator at the address below, postmarked no later than «DEADLINE».

VNA Data Incident Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

Your Request for Exclusion **must** include: (a) the name of the Action, *Philip Durkin v. VNA of Texas*, Case No. DC-26-03001; (b) your full name; (c) your current address; (d) your personal signature; and (e) the words "Request for Exclusion" or another clear statement that you do not wish to participate in the Settlement.

Each Settlement Class Member must submit their own Request for Exclusion. You may not submit a Request for Exclusion on behalf of another person, exclude a group or class of Settlement Class Members, or include more than one Settlement Class Member in a single Request for Exclusion. Any Request for Exclusion that does not comply with these requirements will be invalid.

If you submit a timely and valid Request for Exclusion, you will not receive any benefits from the Settlement or be bound by the terms of the Settlement Agreement. You will not have the right to object to the Settlement or participate in the Final Approval Hearing. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with these instructions will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement, including the Release contained therein, and any Judgment entered thereon, regardless of whether he or she files a Claim Form or receives any monetary benefits from the Settlement.

19. If I exclude myself, can I still receive Settlement Benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement Benefits if you stay in the Settlement and you may only receive Monetary Benefits from this Settlement if you submit a valid Claim Form.

20. 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 the Defendant and the other Released Parties for the claims resolved by this Settlement. You must exclude yourself from the Settlement if you want to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties for the same legal claims. If you have a pending lawsuit, you should speak with your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

Settlement Class Members who wish to object to the Settlement, Settlement Class Counsel's requested Fee Award and Costs, and/or the Services Awards requested for the Class Representatives must file their written objection with the Court no later than «DEADLINE».

Court
«Court address for docket submissions»

The written objection **must** include (i) the name of the Action, *Philip Durkin v. VNA of Texas*, Case No. DC-26-03001; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member and their attorney.

The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than «DEADLINE».

Settlement Administrator	Settlement Class Counsel	Defendant's Counsel
VNA Data Incident Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102 «Email Address»	Brittany Resch **STRAUSS BORRELLI PLLC** 980 N Michigan Ave, Suite 1610 Chicago, IL 60611 bresch@straussborrelli.com	Kristin E. Shicora **KLA LEGAL LLP** 325 Sentry Parkway Building 5 West, Suite 200 Blue Bell, PA 19422 Kristin.Shicora@klalegal.com

Any Settlement Class Member who does not file a timely and adequate objection in accordance with these instructions waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Settlement Agreement, including the Release contained therein, and any Judgment entered by the Court.

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, you do not exclude yourself or "opt-out" of the Settlement). Excluding yourself is telling the Court you do not want to be part of the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom X of the «NAME OF COURTHOUSE» located at: «ADDRESS».

At the hearing, the Court will consider whether to grant final approval to the Settlement, whether to approve Settlement Class Counsel's request for Attorneys' Fees and Costs, Service Awards for the Settlement Class Representatives, and any objections to the Settlement. You or your attorney may request to appear at the hearing, but you are not required to attend.

The hearing date or time may change, so please check «WEBSITE» for updates.

24. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection (*See* FAQ 21), the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate your intent to do so in your written objection (*See* FAQ 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must indicate if your attorney intends to appear and speak on your behalf at the hearing.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please review the Settlement Agreement available at «WEBSITE». You may also contact the Settlement Administrator with any questions you may have.

VNA Data Incident Settlement
1650 Arch Street Suite 2210
Philadelphia, PA 19103
«Email Address» • 1-XXX-XXX-XXXX

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE WITH QUESTIONS ABOUT THE SETTLEMENT OR THE CLAIMS PROCESS.

— EXHIBIT C —

Claim Forms must be submitted online or postmarked by: [DEADLINE]

Philip Durkin v. VNA of Texas
Case No. DC-26-03001
District Court of Dallas County, Texas
CLAIM FORM
«WEBSITE»

VNA-CLAIM

GENERAL INSTRUCTIONS

This is the Court-approved Claim Form for Settlement Class Members in the ***Philip Durkin v. VNA of Texas*** class action Settlement. You are eligible to submit a Claim Form for Monetary Benefits if you are a member of the Settlement Class and if you do not exclude yourself ("opt-out") from the Settlement. This Claim Form may be completed and mailed to the Settlement Administrator or submitted online at «WEBSITE».

The Settlement Class includes: All individuals residing in the United States whose Personal Information was impacted in the cybersecurity incident involving VNA of Texas d/b/a The Visiting Nurse Association of Texas that occurred on or around July 17, 2025 (the "Data Incident"), including those who received notice of the breach.

The following individuals are excluded from the Settlement Class and are not eligible to submit a Claim Form: (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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.

MONETARY BENEFITS

All Settlement Class Members are eligible to claim one of the following Monetary Benefits: (I) Compensation for Out-of-Pocket Losses of up to $4,000.00 **or** (II) the $50.00 Alternative Cash Payment.

I. Compensation for Out-of-Pocket Losses

To receive compensation for Out-of-Pocket Losses, Settlement Class Members must submit third-party documentation supporting the claimed losses, such as receipts, bank statements, or other official records. Documents prepared by the Settlement Class Member may be submitted to help explain or clarify the claimed loss, but they are not sufficient on their own to establish eligibility for compensation.

Examples of eligible Out-of-Pocket Losses include, but are not limited to, the following: losses associated with fraud or identity theft, professional fees including attorney fees, accountant fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

II. Alternative Cash Payment

Settlement Class Members who do not submit a claim for Out-of-Pocket Losses may instead submit a claim for a $50 cash payment. No supporting documentation is required.

The total amount available for the Alternative Cash Payment is $165,000 ("Aggregate Cap"). If the total amount of Approved Claims for the Alternative Cash Payment exceeds $165,000, each Alternative Cash Payment will be reduced proportionally so that the total amount paid for all valid Alternative Cash Payment claims does not exceed $165,000.

Claim Forms must be submitted online or postmarked by: [DEADLINE]	*Philip Durkin v. VNA of Texas* Case No. DC-26-03001 District Court of Dallas County, Texas **CLAIM FORM** «WEBSITE»	**VNA-CLAIM**

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if your contact information changes after you submit your Claim Form.

First Name	**Last Name**

Street Address

City	**State**	**Zip**

Email Address	**Phone Number**	**Notice ID***

Located on the Notice of this Settlement that was mailed or emailed to Settlement Class Members.

II. COMPENSATION FOR OUT-OF-POCKET LOSSES – UP TO $4,000.00

☐ Check this box if you want to receive Compensation for Out-of-Pocket Losses.

Supporting Documentation: Fill in the chart below to describe the supporting documentation you are providing with this Claim Form and the loss amount(s) that you are seeking compensation for that are supported by that documentation.

Description of Out-of-Pocket Loss	Amount
Total Out-of-Pocket Losses Claimed:	

Remember: The Out-of-Pocket Losses claimed must have actually incurred, be fairly traceable to the Data Incident, and must not have already been reimbursed by a third-party.

III. ALTERNATIVE CASH PAYMENT

☐ Check this box if you want to receive the $50.00 Alternative Cash Payment.

Remember: If you are seeking Compensation for Out-of-Pocket Losses, you are not eligible to claim this payment. The $50.00 payment amount may be reduced *pro rata* depending on the number of valid Claim Form submissions that select this Monetary Benefit.

Claim Forms must be submitted online or postmarked by: [DEADLINE]

Philip Durkin v. VNA of Texas
Case No. DC-26-03001
District Court of Dallas County, Texas
CLAIM FORM
«WEBSITE»

VNA-CLAIM

IV. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check (mailed to the address in Section I)

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

It is your responsibility to notify the Settlement Administrator of any changes to your payment information after the submission of your Claim Form.

VI. CERTIFICATION

I swear and affirm under the laws of the United States and under penalty of perjury that: (a) the information provided in this Claim Form and any documents submitted with it are true and correct to the best of my knowledge and recollection; (b) I am a Settlement Class Member; (c) I have not requested exclusion from, or "opted out" of, the Settlement; (d) I understand that my claim is subject to verification and that the Settlement Administrator may request additional information before my claim is considered complete and valid; and (e) I understand that failure to provide requested information may result in the denial of my claim.

_____	_____	_____
Signature	Printed Name	Date

SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form, including any supporting documentation, to the Settlement Administrator, so it is postmarked no later than «DEADLINE».

VNA Data Incident Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

— EXHIBIT D —

CAUSE NO. DC-26-03001

PHILIP DURKIN, on behalf of himself and all others similarly situated, *Plaintiff*, v. **VNA OF TEXAS** d/b/a **THE VISITING NURSE ASSOCIATION OF TEXAS**, *Defendant*.	**IN THE DISTRICT COURT OF** **DALLAS COUNTY, TEXAS** **162ND JUDICIAL DISTRICT**

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This matter came before the Court on Plaintiff's Unopposed Motion for Preliminary Approval of a Settlement Agreement between Plaintiff Philip Durkin and Jacqueline Twinkle Harris ("Settlement Class Representatives"), individually and on behalf of the proposed Settlement Class, and Defendant VNA of Texas d/b/a The Visiting Nurse Association of Texas ("VNA" or "Defendant") that, upon final approval by this Court, settles the above-captioned litigation.

The Court hereby GRANTS preliminary approval of the Parties' Settlement Agreement dated **[DATE]** ("Settlement Agreement"), the proposed Short Form Notice – Postcard, Short Form Notice – Email, Long Form Notice, and Claim Form, and finds as follows:

The Court has jurisdiction over all claims in this Action and all Parties hereto. This Order is based on Texas law, including but not limited to Rule 42 of the Texas Rule of Civil Procedure. The Court adopts by reference the Settlement Agreement, attached to Plaintiff's Unopposed Motion for Preliminary Approval. This Order adopts the definitions in the Settlement Agreement, and terms used in this Order shall have the same meaning ascribed to them in the Settlement Agreement.

The Court preliminarily FINDS that the Parties' Settlement, as reflected in the Settlement Agreement, is fair, reasonable, and adequate, and that it is in the best interests of the Settlement Class Members. The Court preliminarily approves the Settlement Agreement, provisionally appoints the Settlement Class Representatives, Class Counsel, and Settlement Administrator, and ORDERS that the Parties should commence providing notice of the Settlement to Settlement Class Members in accordance with the procedures proposed in the Settlement Agreement.

WHEREAS, this class action arises out of a data incident wherein, on or around July, 17 2025, unauthorized third parties accessed Defendant's information systems (the "Data Incident"). As a result of the Data Incident, approximately 26,000 current and former consumers' personally identifiable information ("PII") as well as protected health information ("PHI") (collectively, "Personal Information" or "PII/PHI") was impacted.

WHEREAS, the Settlement Agreement is the result of the arm's-length and non-collusive settlement discussions and is intended to memorialize the terms of the Parties' settlement, contingent on this Court's final approval. The Parties have agreed to settle this action, according to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the Settlement, which, if approved, will result in dismissal of this Action with prejudice.

WHEREAS, Settlement Class Representatives and Class Counsel, on behalf of the Settlement Class, have concluded based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Action through trial, the risks and costs associated with further prosecution of the Action, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth

herein is fair and reasonable and in the best interest of Settlement Class Representatives and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class and ask the Court to preliminarily approve the Settlement.

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby **ORDERED** that Plaintiff's Unopposed Motion for Preliminary Approval is granted as set forth herein.[1]

1. Class Certification for Settlement Purposes Only. For settlement purposes only and pursuant to Rule 42 of the Texas Rules of Civil Procedure, the Court provisionally certifies a Settlement Class in this matter, defined as follows:

Settlement Class

> All individuals residing in the United States whose Personal Information was impacted in the Data Incident, including, but not limited to, all those who received notice of the breach.

Excluded from the Settlement Class are: (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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 Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable, (b) there are questions of law and fact common to the Settlement Class, (c) the claims and defenses of the Settlement Class Representatives are typical of the claims and defenses of the Settlement Class

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

Members, (d) the Settlement Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representatives have no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class, (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members, and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

2. **Settlement Class Representatives and Settlement Class Counsel**.

Plaintiff Philip Durkin and Jacqueline Twinkle Harris are hereby provisionally designated and appointed the Settlement Class Representatives. The Court provisionally finds that the Settlement Class Representatives are similarly situated to absent Class Members and therefore typical of the Class and that they will be adequate Settlement Class Representatives.

The Court finds that the following counsel is experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel: Brittany Resch of Strauss Borrelli PLLC.

3. **Preliminary Settlement Approval**. Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, and adequate to warrant providing Notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

4. **Jurisdiction**. The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement.

5. **Final Approval Hearing**. A Final Approval Hearing shall be held, subject to court approval, on _____, 2026 at _____, via Zoom [and/or] in the ___ Civil District Court in Dallas County, Texas, in the Presiding Civil District Courtroom (Room

___), **[ADDRESS]** to determine, among other things, whether: (a) this matter should be finally certified as a class action for settlement purposes pursuant to Rule 42 of Texas Rules of Civil Procedure; (b) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Rule 42(e) of Texas Rules of Civil Procedure; (c) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (e) the application made with the Motion for Final Approval seeking attorneys' fees, reimbursement for costs, and Class Representative Service Awards (the "Application for Attorneys' Fee Award and Costs and Service Awards") should be approved; and (f) the class definition in the operative complaint should be deemed amended to match the Settlement Class definition in the approved Settlement. Settlement Class Representatives shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fee Award and Costs, and Service Awards, at least fifteen (15) days before the Objection and Opt-Out Deadlines. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement and Application for Attorneys' Fee Award and Costs and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement and/or to the Application for Attorneys' Fee Award and Costs and Service Awards, provided the objectors submitted timely objections that meet all of the requirements listed in this Agreement. The Parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Awards Request and Fee Request in conformance with the Court's standing order for reply briefs.

6. **Appointment of Settlement Administrator**. The Court appoints Angeion Group as the Settlement Administrator, with responsibility for class notice and claims administration, and

to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. In accordance with the Settlement Agreement, Defendant shall pay all agreed-upon costs and expenses associated with providing notice to Settlement Class Members, including, but not limited to, the Settlement Administrator's fees, as well as the costs associated with administration of the Settlement.

7. **Notice to the Class**. The proposed Notice Program set forth in the Settlement Agreement, and the Short Form Notice – Postcard, Short Form Notice - Email, Long-Form Notice, and Claim Form attached to the Settlement Agreement as **Exhibits A-C, E** satisfy the requirements of Texas Rule of Civil Procedure 42(e), provide the best notice practicable under the circumstances, and are hereby approved. The Parties may make non-material modifications to these Exhibits without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement.

The Notice Program shall be completed in its entirety, in the manner set forth in the Settlement Agreement, no later than thirty (30) days after entry of the Preliminary Approval Order.

8. **Findings and Conclusions Concerning Notice**. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 7 of this Order and Paragraphs 64–69 of the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class, (b) are reasonably calculated to apprise Settlement Class Members 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 exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement, (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice, and (d) the

Court concludes that the Notice Program meets all applicable requirements of law, including Texas Rule of Civil Procedure Rule 42, and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

9. **Exclusion from Class**. A Settlement Class Member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Deadline. The opt-out request must include the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the Settlement.

Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement Agreement. If Final Order and Judgment is entered, any Settlement Class Member who has not submitted a timely, valid notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final Order and Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Persons relating to the claims and transactions released in the Settlement Agreement. All Settlement Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

10. **Objections and Appearances**. A Settlement Class Member who complies with the requirements of this paragraph may object to the Settlement and/or Application for Attorneys' Fee Award and Costs and Service Awards.

Objections must be filed with the Court and must be submitted no later than the Objection Deadline, as specified in the Notice. The written objection must include (i) the name of the Action; (ii) the Settlement Class Member's full name and current mailing address; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) the identity of any attorneys representing the objector; (v) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vi) information identifying the objector as a Settlement Class Member, including proof that the objector is within the Settlement Class (*e.g.*, copy of the Notice or copy of original notice of the Data Incident); and (vii) the signature of the Settlement Class Member and their attorney.

The Settlement Class Member shall also send a copy of the written objection to the Settlement Administrator, Settlement Class Counsel, and Defendant's Counsel postmarked or emailed no later than the Objection Deadline. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of this Settlement Agreement, including the Release contained herein, and any Judgment entered thereon. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Settlement Administrator shall provide the Parties with all objections submitted.

11. <u>Claims Process and Distribution and Allocation Plan</u>. Settlement Class Representatives and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for Settlement Class Member

Benefits described in Paragraphs 56–63 of the Settlement Agreement and directs that the Settlement Administrator prepare to effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **Termination of Settlement**. This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such an event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order**. This Order shall be null and void and of no force or effect if the Final Order and Judgment are not entered or there is no Effective Date. In such an event, this Order shall not be construed or used as an admission, concession, or declaration by or against Defendant of any negligence, fault, wrongdoing, omission, assertion, fact, breach, liability, or the certifiability of any class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representative or any other Settlement Class Member that his

or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Litigation or in any other lawsuit.

14. **Stay of Proceedings**. Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until further order of this Court.

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

16. **Summary of Deadlines**. The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include, but are not limited to:

Grant of Preliminary Approval	
Defendant provides a list of Settlement Class Members to the Settlement Administrator	+15 days after entry of the Preliminary Approval Order
Notice Deadline	+30 days after entry of the Preliminary Approval Order
Plaintiffs' Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fee Award and Costs and Service Awards	-15 days before the Objection and Opt-Out Deadlines
Objection Deadline	+60 days after the Notice Deadline
Opt-Out Deadline	+60 days after the Notice Deadline
Claims Deadline	+90 days after the Notice Deadline
Settlement Administrator Provides List of Objections/Exclusions to Counsel	+7 days after the Objection Deadline
Final Approval Hearing	At least +120 days after entry of the Preliminary Approval Order

IT IS SO ORDERED this ____ day of _____, 2026

_____

JUDGE PRESIDING

APPROVED AS TO FORM:

Brittany Resch
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Counsel for Plaintiff and Settlement Class Representatives

— EXHIBIT E —

From: «**Settlement Administrator Email Address**»
To: «**Class Member Email Address**»
Subject: Notice of Proposed Class Action Settlement – Philip Durkin v. VNA of Texas

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Notice ID: «Notice ID»
Confirmation Code: «Confirmation Code»

Dear «Class Member Name»:

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-APPROVED LEGAL NOTICE INTENDED ONLY FOR THE RECIPIENT IDENTIFIED ABOVE.

You may be eligible to receive a Cash Payment and Credit Monitoring Services from a class action settlement.

Your rights may be affected.
Please read this Notice carefully.

The District Court of Dallas County, Texas authorized this Notice to inform you about a proposed class action Settlement in the lawsuit ***Philip Durkin v. VNA of Texas,*** Case No. DC-26-03001 regarding a Data Incident experienced by VNA of Texas b/c/a The Visiting Nurse Association of Texas on or around July 17, 2025. Before the Court decides whether to grant final approval to the Settlement, you have the right to understand its terms and your rights and options.

The Settlement Class includes all individuals residing in the United States whose Personal Information was impacted in the Data Incident, including, but not limited to, all those who received notice of the breach. ***You have been identified as a Settlement Class Member.***

Settlement Benefits. Settlement Class Members who submit a valid Claim Form may receive one of the following Monetary Benefits: (a) Compensation for Out-of-Pocket Losses of up to $4,000 with supporting documentation; or (b) a $50 Alternative Cash Payment, subject to *pro rata* adjustment if the $165,000 Aggregate Cap for all Alternative Cash Payments is exceeded. Claim Forms must be submitted online or using the Claim Form, which is available for download at WEBSITE. Online Claim Forms must be submitted by DEADLINE. Claim Forms submitted by mail must be received or postmarked by DEADLINE.

SUBMIT YOUR CLAIM FORM

In addition, all Settlement Class Members who do not exclude themselves from the Settlement can receive two (2) years of three-bureau credit monitoring and $1 million in identity theft protection insurance by visiting WEBSITE and entering the following enrollment code:

«**ENROLLMENT CODE**»

The Settlement approval process may take time and there may be appeals that must be resolved before any Monetary Benefits can be issued or Credit Monitoring Services can be activated.

Your Other Options. To exclude yourself from, or "opt out" of, the Settlement, you must submit a valid exclusion request by **DEADLINE**. If you do not exclude yourself, you will be legally bound by the Settlement and will release any claims you may have against Defendant and the Released Parties relating to the legal claims resolved by the Settlement. If you do not exclude yourself, you may object to the Settlement and/or Settlement Class Counsel's request for Attorneys' Fee Award and Costs, or Service Awards by **DEADLINE**. Review the Long Form Notice available at WEBSITE for complete instructions on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. The Court has appointed Brittany Resch of Strauss Borrelli PLLC as Settlement Class Counsel to represent Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you. Settlement Class Counsel will ask the Court to approve Attorneys' Fees and Costs of up to $200,000 and Service Awards of up to $2,500 for each Settlement Class Representative. The Court may award less than the requested amounts. Any amounts approved by the Court will be paid by Defendant and will not reduce the Settlement Benefits available to Settlement Class Members.

Final Approval Hearing. The Court has scheduled a Final Approval Hearing for **DATE/TIME** in Courtroom X of the «NAME OF COURTHOUSE» located at: «ADDRESS OF THE COURTHOUSE» At the hearing, the Court will consider whether to grant final approval to the Settlement, whether to approve Settlement Class Counsel's request for Attorneys' Fees and Costs and Service Awards, and any objections to the Settlement. You or your attorney may request to appear at the hearing, but you are not required to attend. The hearing date or time may change, so please check WEBSITE for updates.

This Notice provides only a summary. For complete information, visit WEBSITE or call toll-free 1-XXX-XXX-XXXX.

To unsubscribe from this list, please click on the following link: **Unsubscribe**

— EXHIBIT F —

CAUSE NO. DC-26-03001

PHILIP DURKIN, on behalf of himself and all others similarly situated, *Plaintiff*, v. **VNA OF TEXAS** d/b/a **THE VISITING NURSE ASSOCIATION OF TEXAS**, *Defendant*.	**IN THE DISTRICT COURT OF** **DALLAS COUNTY, TEXAS** **162ND JUDICIAL DISTRICT**

[PROPOSED] FINAL ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Before the Court is Plaintiff's unopposed motion requesting that the Court enter an Order granting Final Approval of the class action Settlement involving Plaintiff Philip Durkin and Jacqueline Twinkle Harris ("Settlement Class Representatives"), individually and on behalf of the proposed Settlement Class, and Defendant VNA of Texas d/b/a The Visiting Nurse Association of Texas ("VNA" or "Defendant") as fair, reasonable, and adequate.

Having reviewed and considered the Settlement Agreement and the motion for final approval of the settlement, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Final Order.

THE COURT not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

THE COURT being required under Texas Rule of Civil Procedure 42(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the

Settlement should be approved as being fair, reasonable, adequate, and in the best interests of the Settlement Class;

IT IS ON THIS _____ day of _____, 2026,

ORDERED that:

1. The Settlement involves allegations in Plaintiff's Class Action Petition that Defendant failed to safeguard and protect 26,000 current and former consumers' personally identifiable information ("PII") as well as protected health information ("PHI") (collectively, "Personal Information" or "PII/PHI") and that this alleged failure caused injuries to Plaintiff and the Class.

2. The Settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

3. Unless otherwise noted, words spelled in this Order with initial capital letters have the same meaning as set forth in the Settlement Agreement.

4. On _____, 2026, the Court entered an Order which among other things: (a) approved the Notice to the Settlement Class, including the form and manner of notice under the Notice Program set forth in the Settlement Agreement; (b) provisionally certified a Class in this matter, including defining the Class, appointing Philip Durkin and Jacqueline Twinkle Harris as the Settlement Class Representatives, and appointing Settlement Class Counsel; (c) preliminarily approved the Settlement; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing.

5. In the Order Granting the Motion for Preliminary Approval of Class Settlement Agreement, pursuant to Texas Rules of Civil Procedure 42, for settlement purposes only, the Court certified the Settlement Class, defined as follows:

> All individuals residing in the United States whose Personal Information was impacted in the Data Incident, including, but not limited to, all those who received notice of the breach.

Excluded from the Settlement Class are: (i) Defendant (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other 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.

6. The Court, having reviewed the terms of the Settlement Agreement submitted by the parties pursuant to Texas Rule of Civil Procedure 42(e)(2), grants final approval of the Settlement Agreement and defines the Settlement Class as defined therein and in the Preliminary Approval Order, and finds that the settlement is fair, reasonable, and adequate and meets the requirements of Texas Rule of Civil Procedure 42.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement for:

a. A process for Settlement Class Members to submit claims for compensation that will be evaluated by a Settlement Administrator mutually agreed upon by Settlement Class Counsel and Defendant.

b. Defendant to pay all Notice and Settlement Administration costs.

c. Defendant to pay a Court-approved amount not to exceed $200,000.00 for Attorneys' Fee Award and Costs.

d. Defendant to pay Court-approved Service Awards not to exceed $2,500.00 to the named Plaintiffs.

8. The Court, having reviewed and considered the Application for Attorneys' Fee Award and Costs, and Service Award, grants the same and grants the relief set forth below:

a. Plaintiff's request for Attorneys' Fee Award and Costs in the amount of $200,000.00 is granted.

b. Plaintiff's request for Service Awards in the amount of $2,500.00 per Settlement Class Representative ($5,000.00 in total) is granted.

9. The terms of the Settlement Agreement are fair, reasonable, and adequate and are hereby approved, adopted, and incorporated by the Court. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Order and the terms of the Settlement Agreement.

10. Notice of the Final Approval Hearing, the proposed motion for Attorneys' Fee Award and Costs, and Service Award payments to Settlement Class Representatives have been provided to Settlement Class Members as directed by this Court's Orders, and an affidavit or declaration of the Settlement Administrator's compliance with the Notice Program has been filed with the Court.

11. The Court finds that such Notice as therein ordered constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Texas Rule of Civil Procedure 42(c)(2)(B).

12. As of the final date of the Opt-Out Period, ___ potential Settlement Class Members have submitted a valid Opt-Out Request to be excluded from the Settlement.

13. As of the final date of the Objection Period, ___ potential Settlement Class Members have submitted a valid objection to the Settlement.

14. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

15. Pursuant to the Settlement Agreement, Defendant and the Administrator shall implement the Settlement in the manner and time frame as set forth therein.

16. Pursuant to the Settlement Agreement, Settlement Class Representatives and the Settlement Class Members release claims against Defendant and all Released Persons as defined in the Settlement Agreement.

17. The matter is hereby dismissed with prejudice and without costs, except that the Court reserves jurisdiction over the consummation and enforcement of the Settlement.

18. In accordance with Tex. R. Civ. P. 42, this Final Order resolves all claims against all parties in this Action and is a final order. There is no just reason to delay the entry of final judgment in this matter, and the Clerk is directed to enter final judgment in this matter.

Done and ordered this ___ day of _____, 2026.

_____

JUDGE PRESIDING

APPROVED AS TO FORM