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 September 10, 2026 ("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 Members, (d) the Settlement Class Representatives and Settlement Class Counsel will fairly and

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

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 March 8, 2027, ~~2026~~ at 3:00 p.m., via Zoom [and/or] in the 162nd Civil District Court in Dallas County, Texas, in the Presiding Civil District Courtroom (Room 600 Commerce Street, Dallas, TX 75202), **[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. Claims Process and Distribution and Allocation Plan. 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.

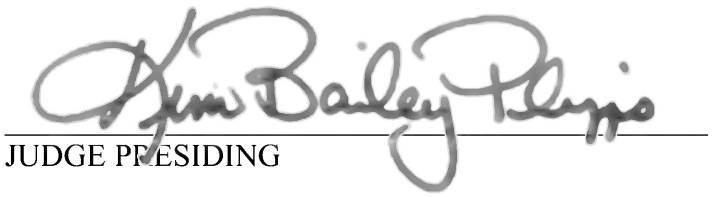
15. **Continuance of Hearing**. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained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

10/2/2026 11:30:57 AM

IT IS SO ORDERED this ____ day of _____, 2026



JUDGE PRESIDING

APPROVED AS TO FORM:

Camile Alvarez (SBN: 24148788)
Brittany Resch (*Pro Hac Vice*)
STRAUSS BORRELLI PLLC
One Magnificent Mile
980 N. Michigan Ave., Suite 1610
Chicago, IL 60611
Telephone: (872) 263-1100
Facsimile: (872) 263-1109
calvarez@straussborrelli.com
bresch@straussborrelli.com

Counsel for Plaintiff and Settlement Class Representatives

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Camile Alvarez on behalf of Camile Alvarez
Bar No. 24148788
calvarez@straussborrelli.com
Envelope ID: 119731046
Filing Code Description: Motion - Miscellaneous
Filing Description: UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT
Status as of 9/11/2026 7:07 AM CST

Associated Case Party: VNA OF TEXAS

Name	BarNumber	Email	TimestampSubmitted	Status
Tyrone L.Haynes	24076430	Tyrone.Haynes@mhllp.com	9/10/2026 10:57:43 AM	SENT
Janie Rios	24126600	Janie.Rios@mhllp.com	9/10/2026 10:57:43 AM	SENT
Teresa Truong		Teresa.Truong@mhllp.com	9/10/2026 10:57:43 AM	SENT
Kristin E.Shicora		Kristin.Shicora@klalegal.com	9/10/2026 10:57:43 AM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Raina Borrelli		raina@straussborrelli.com	9/10/2026 10:57:43 AM	SENT
Strauss Borrelli Docketing		docketing@straussborrelli.com	9/10/2026 10:57:43 AM	SENT
Strauss Borrelli Filing		filing@straussborrelli.com	9/10/2026 10:57:43 AM	SENT

Associated Case Party: PHILIP DURKIN

Name	BarNumber	Email	TimestampSubmitted	Status
Camile Alvarez	24148788	calvarez@straussborrelli.com	9/10/2026 10:57:43 AM	SENT