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: FEBRUARY 1, 2027**	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: JANUARY 4, 2027**	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: JANUARY 4, 2027**	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 **MARCH 8, 2027**	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 www.VNAofTexasDataSettlement.com 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 www.VNAofTexasDataSettlement.com.

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
info@VNAofTexasDataSettlement.com ● 1-844-440-4349

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, VNAofTexasDataSettlement.com, 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 separately 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 www.VNAofTexasDataSettlement.com.

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 www.VNAofTexasDataSettlement.com to submit a claim online or download a Claim Form to complete and return by mail.

Online Claim Forms must be submitted by **February 1, 2027**. Claim Forms submitted by mail must be received or postmarked by **February 1, 2027**.

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
info@VNAofTexasDataSettlement.com ● 1-844-440-4349

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
info@VNAofTexasDataSettlement.com

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 www.VNAofTexasDataSettlement.com 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 www.VNAofTexasDataSettlement.com 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 **January 4, 2027**.

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 **January 4, 2027**.

Court
162nd Civil District Court of Dallas Couty, Texas 600 Commerce Street Dallas, TX 75020

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 **January 4, 2027**.

Settlement Administrator	Settlement Class Counsel	Defendant's Counsel
VNA Data Incident Settlement Attn: Objections P.O. Box 58220 Philadelphia, PA 19102 info@VNAofTexasDataSettlement.com	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 **March 8, 2027 at 3:00 p.m.,** on the 7th floor of the 162nd Civil District Court, located at: 600 Commerce Street, Dallas, TX 75202.

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 www.VNAofTexasDataSettlement.com 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 www.VNAofTexasDataSettlement.com. 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
info@VNAofTexasDataSettlement.com ● 1-844-440-4349

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