

CAUSE NO. 202477384

TJNOX  
CASO

ANGELA MORRIS, DANNY WOOD,  
SYLVIA CORTEZ, DELARIA CORTEZ,  
COREY MYERS, ERICKA PARKER, as  
Next Friend of L.P., a Minor, SARAH  
SMITH, AARON JOHNSON, and ELVA  
MENDOZA, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

GRYPHON HEALTHCARE, LLC,

Defendant.

IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

61<sup>st</sup> JUDICIAL DISTRICT

**PRELIMINARY APPROVAL ORDER**

Before this Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). The Court has reviewed the Motion and Settlement Agreement between Plaintiffs and Defendant Gryphon Healthcare, LLC ("Gryphon" or "Defendant"). After reviewing Plaintiffs' unopposed request for preliminary approval, this Court grants the Motion and preliminarily concludes that the proposed Settlement is fair, reasonable, and adequate.

**IT IS HEREBY ORDERED THAT:**

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

Litigation may not be certified as a class action except for settlement purposes. Neither the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, including without limitation Plaintiffs' Motion for Preliminary Approval, any briefs or memoranda filed in support of preliminary or final approval, and any declarations, exhibits, or other materials submitted in connection thereto, shall be construed as an admission or concession by the Released Persons of the truth of any of the allegations made in the Litigation, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of the Released Persons, except that Defendant may file this Preliminary Approval Order in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

2. The Settlement Agreement,<sup>1</sup> including the proposed Notice Program and forms of notice to the Settlement Class, the appointment of Plaintiffs Angela Morris, Danny Wood, Sylvia Cortez, Delaria Cortez, Corey Myers, Ericka Parker as next friend of L.P., a minor, Sarah Smith, Aaron Johnson, and Elva Mendoza ("Plaintiffs") as Class Representatives, the appointment of Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, A. Brooke Murphy of Murphy Law Firm, and Tyler J. Bean of Siri & Glimstad LLP as Settlement Class Counsel for Plaintiffs and the Settlement Class, the approval of Simpluris, Inc. as the Settlement Administrator, the various forms of class relief provided under the terms of the Settlement and the proposed method of distribution of settlement benefits, are fair, reasonable, and adequate, subject to further consideration at the Final Approval Hearing described below.

3. The Court does hereby preliminarily and conditionally approve and certify, for

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<sup>1</sup> All capitalized terms used in this Order shall have the same meanings as set for in the Settlement Agreement.

settlement purposes, the following Settlement Class:

All residents of the United States whose Personal Information was potentially exposed in the Data Incident, including all individuals who were sent a breach notification letter.

Excluded from the Settlement Class are: (i) Defendant and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; and (iii) the Judge assigned to evaluate the fairness of this settlement.

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

5. The Court appoints Plaintiffs Danny Wood, Sylvia Cortez, Delaria Cortez, Corey Myers, Ericka Parker as next friend of L.P., a minor, Sarah Smith, Aaron Johnson, Elva Mendoza, and Angela Morris as the Class Representatives.

6. The Court appoints Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, A. Brooke Murphy of Murphy Law Firm, and Tyler J. Bean of Siri & Glimstad LLP as


Settlement Class Counsel for the Settlement Class.

7. The Court appoints Simpluris, Inc. 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. All 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 shall be paid from the Settlement Fund as set forth in the Settlement Agreement.

8. The proposed Notice Program set forth in the Settlement Agreement, and the Claim Form, Long Notice, and Short Notice, attached to the Settlement Agreement as Exhibits A, B, and C satisfy the requirements of Texas Rule of Civil Procedure 42(c)(2)(A) and (e)(1), provide the best notice practicable under the circumstances, and are hereby approved. Non-material modifications to these Exhibits may be made by agreement of the Parties without further order of the Court. The Settlement Administrator is directed to carry out the Notice Program in conformance with the Settlement Agreement. The Settlement Administrator shall complete the Notice Program in the manner set forth in the Settlement Agreement.

9. The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Paragraph 8 of this Order and 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 Settlement Class Members and other persons

entitled to receive notice; and the Court concludes that the Notice Program meets all applicable requirements of law, including Texas Rule of Civil Procedure 42(c) and (e), 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 Settlement Class Members.

10. A Final Approval Hearing shall be held before the Court on August 31, 2026 at 1:30 ~~m.~~ p.m., or by remote means <sup>*only by pre-approval from the Court*</sup>  for the following purposes:

- a) To determine whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court;
- b) To determine whether to grant final approval and enter the Final Order and Judgment;
- c) To determine whether the Notice Program conducted was appropriate;
- d) To determine whether the claims process under the Settlement is fair, reasonable and adequate and should be approved by the Court;
- e) To determine whether the requested Settlement Class Representative Service Awards and Settlement Class Counsel's requested attorneys' fees should be approved by the Court;
- f) To determine whether the settlement benefits are fair, reasonable, and adequate; and,
- g) To rule upon such other matters as the Court may deem appropriate.

11. The Court preliminarily approves the following Settlement timeline for the purposes of conducting the Notice Program, Settlement administration, claims processing, and other execution of the proposed Settlement:

## SETTLEMENT TIMELINE

Gryphon provides Class Member Information to the Settlement Administrator	+10 days after preliminary approval order
Notice Commencement Date	+30 days after preliminary approval order
Plaintiffs' Counsel's Motion for Fees, Expenses, and Service Awards	-14 days before the Objection and Opt-Out Deadlines
Objection Deadline	+60 days after Notice Commencement Date
Opt-Out Deadline	+60 days after Notice Commencement Date
Claims Deadline	+90 days after Notice Commencement Date
Motion for Final Approval	-14 days before the Final Approval Hearing
<u>Final Approval Hearing</u>	<u>August 31,</u> _____, 2026 (no earlier than 100 days after the entry of the Preliminary Approval Order)

12. In order to be a timely claim under the Settlement, a Claim Form must be either postmarked or received by the Settlement Administrator no later than 90 days after the Notice Commencement Deadline. Settlement Class Counsel and the Settlement Administrator will ensure that all specific dates and deadlines are added to the Short Notice and posted on the Settlement Website after this Court enters this Order in accordance with the timeline being keyed on the grant of this Order.

13. Additionally, all requests by Settlement Class Members to opt out or object to the proposed Settlement must be postmarked by or received by the Settlement Administrator no later than 60 days after the Notice Commencement Deadline. The Request for Exclusion must contain the Settlement Class Member's full name, address, telephone number, and email address, and clearly manifest a Person's intent to opt-out of the Settlement Class.

14. Settlement Class Members may submit an objection to the proposed Settlement. For an objection to be valid, it must be postmarked and sent to or received by the Settlement

Administrator no later than 60 days after the Notice Commencement Deadline and include each and all of the following: (i) the objector's full name, address, telephone number, and e-mail address; (ii) the case name and docket number—*Morris, et al., v. Gryphon Healthcare, LLC*, Case No. 2024-77384, (Dist. Ct. Harris Cty.); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable and any supporting documents; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection; and, (vii) a list of all cases (including the case name, court, and docket number) in which the objector and his/her counsel have filed an objection to any proposed class action settlement within the last three (3) years. Any Settlement Class Member who fails to comply with these requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

15. All Settlement Class Members shall be bound by all determinations and judgments in this Litigation concerning the Settlement, including, but not limited to, the releases, including the Released Claims and Unknown Claims, provided for in the Settlement Agreement, whether favorable or unfavorable, except those who timely and validly request exclusion from the Settlement Class. The persons who timely and validly request exclusion from the Settlement Class will be excluded from the Settlement Class and shall not have rights under the Settlement Agreement, shall not be entitled to submit Claim Forms, and shall not be bound by the Settlement

Agreement or any final approval order as to Defendant in this Litigation.

16. Pending final determination of whether the Settlement Agreement should be approved, Plaintiffs and the Settlement Class (except those who timely and validly opt-out) are barred and enjoined from commencing or prosecuting any claims asserting any of the Released Claims against Defendant or the other Released Persons.

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

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



ordered by the Court, without further notice to the Settlement Class.

IT IS SO ORDERED.

Dated: \_\_\_\_\_

Signed:   
12/17/2025

\_\_\_\_\_  
Hon. Lee Kathryn Shuchart  
District Court Judge



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this December 18, 2025

Certified Document Number: 124218327 Total Pages: 9

Marilyn Burgess, DISTRICT CLERK  
HARRIS COUNTY, TEXAS

**In accordance with Texas Government Code 51.301 and 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail [support@hcdistrictclerk.com](mailto:support@hcdistrictclerk.com)**