

EXHIBIT 1

Settlement Administrator - #####
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

FIRST-CLASS MAIL
U.S. POSTAGE PAID
CITY, ST
PERMIT NO. XXXX

ELECTRONIC SERVICE REQUESTED

NOTICE OF CLASS ACTION
SETTLEMENT

**If you received this
Notice, you have been
identified as someone
eligible for benefits
from a class action
settlement regarding
a Data Incident.**

<<Refnum Barcode>>

Class Member ID: <<Refnum>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

A Settlement has been reached with American Addition Centers, Inc. ("Defendant") in a class action related to a Data Incident that occurred on or about September 26, 2024, which resulted in the unauthorized access to or acquisition of Settlement Class Members' Private Information (names, addresses, phone numbers, dates of birth, medical record numbers or other identifiers, Social Security numbers, treatment information, and health insurance information). Defendant notified potentially impacted patients between November and December 2024 regarding the Data Incident. Defendant denies all of the Plaintiffs' claims and maintains it did not do anything wrong.

Am I included? You are receiving this Notice because Defendant's records identify you as included in the Settlement Class. The Settlement Class consists of all persons whose Private Information was potentially compromised in the Data Incident, including all individuals to whom Defendant sent an individual notification letter regarding the Data Incident.

What does the Settlement provide? If approved by the Court, Defendant will establish a \$2,750,000 Settlement Fund. After deducting Court-approved attorneys' fees and expenses, Class Representative Service Award payments, and Settlement Administration Costs, the balance of the Settlement Fund will be used to provide settlement benefits to all Valid Claims submitted by Participating Settlement Class Members. Participating Settlement Class Members may file a Claim Form to receive (1) Credit Monitoring, (2) reimbursement of documented expenses, and (3) an estimated \$50 *pro rata* cash payment.

How do I get the Participating Settlement Class Member Benefits? You must file a Claim Form online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. CT, or print a Claim Form from the Settlement Website and mail it to the address on the form postmarked by **Month XX, 202X**.

What are my other options? If you do nothing, you will not receive any Settlement benefits, you will remain a member of the Settlement Class and you will give up your rights to sue Defendant for the claims resolved by this Settlement. If you do not want any Settlement benefits but you want to keep your right to sue Defendant for the claims resolved by this Settlement, you must opt-out of the Settlement. If you do not opt-out of the Settlement, you may object to it and ask the Court for permission to speak at the Final Approval Hearing. The deadline to opt-out or object to the Settlement is **Month XX, 202X**.

The Court's Final Approval Hearing. The Court will hold a hearing on **Month XX, 202X** to decide whether to approve the Settlement, up to \$916,666.67 in attorneys' fees and costs, and a \$2,000 payment to each of the Class Representatives. You or your lawyer may attend the hearing at your own expense.

Want more information? Visit [www.\[website\].com](http://www.[website].com) for complete details about the Settlement and how to act on your rights and options. You may also call (xxx) xxx-xxxx for more information.

Pre-Paid
Postage

Settlement Administrator - #####
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>



CLAIM FORM

Claims must be postmarked no later than **Month xx, 202x.**

You **MUST** submit a Claim Form online to receive your payment electronically.

You MUST submit a Claim Form online or use the full Claim Form on the Settlement Website to make a Claim for reimbursement of documented expenses.

Select **one or both** of the following:

☐

Credit Monitoring Services: I want to receive two years of one-bureau Credit Monitoring services.

☐

Cash Payment: I want a *pro rata* cash payment estimated to be \$50.

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature: _____ Dated: ____/____/____

EXHIBIT 2

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In the United States District Court for the Middle District of Tennessee
In re American Addiction Centers, Inc. Data Breach Litigation, No. 3:24-cv-01505

Did you receive notice of a data incident from American Addiction Centers? You may be eligible for benefits from a class action settlement.

A Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached with American Addition Centers, Inc. (“Defendant”) in a class action related to a Data Incident that occurred on or about September 26, 2024, and which resulted in the unauthorized access to or acquisition of Settlement Class Members’ Private Information (names, addresses, phone numbers, dates of birth, medical record numbers or other identifiers, Social Security numbers, treatment information, and health insurance information). Defendant notified potentially impacted patients between November and December 2024 regarding the Data Incident. Defendant denies all of the Plaintiffs’ claims and maintains it did not do anything wrong.
- You are included in this Settlement as a Settlement Class Member if your Private Information was potentially compromised in the Data Incident, and Defendant sent you an individual notification letter to regarding the Data Incident.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive benefits from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at www.[website].com or print a Claim Form from the Settlement Website and mail it to the Settlement Administrator.	Month, __, 202X
OPT-OUT OF THE SETTLEMENT	You can choose to opt-out of the Settlement. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you opt-out, you will not be able to receive a payment and you will <u>not</u> be bound by the terms of the Settlement Agreement.	Month, __, 202X
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt-out of the Settlement, you may object to it by writing to the Court about why you don’t like it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you may also file a Claim Form for benefits.	Month, __, 202X
DO NOTHING	If you do nothing, you will not get any benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another action against Defendant related to the legal claims resolved by this Settlement.	No Deadline

- 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.

WHAT THIS NOTICE CONTAINS

Basic Information

- 1. Why was this Notice issued?..... 3
- 2. What is this Action about?..... 3
- 3. What is a class action?..... 3
- 4. Why is there a settlement?..... 3

Who is in the Settlement?

- 5. Who is included in the Settlement?..... 3
- 6. Are there exceptions to being included?..... 4

The Participating Settlement Class Member Benefits

- 7. What can I get from this Settlement?..... 4
- 8. Tell me more about Credit Monitoring..... 4
- 9. Tell me more about reimbursement for documented losses..... 4
- 10. Tell me more about the *pro rata* cash payment..... 4
- 11. What claims am I releasing if I stay in the Settlement Class?..... 5

How to get Settlement Benefits – Making a Claim

- 12. How do I submit a Claim Form and get Participating Settlement Class Member Benefits?..... 5
- 13. When will I get the Participating Settlement Class Member Benefits?..... 5

The Lawyers Representing You

- 14. Do I have a lawyer in this case?..... 5
- 15. Should I get my own lawyer?..... 5
- 16. How will the lawyer be paid?..... 5

Excluding Yourself from the Settlement

- 17. How do I opt-out of the Settlement?..... 6

Objecting to the Settlement

- 18. How do I tell the Court if I do not like the Settlement?..... 6
- 19. What is the difference between objecting and opting out?..... 7

The Court's Final Approval Hearing

- 20. When is the Court's Final Approval Hearing?..... 7
- 21. Do I have to come to the Final Approval Hearing?..... 7

If You Do Nothing

- 22. What happens if I do nothing at all?..... 8

Getting More Information

- 23. How do I get more information?..... 8

BASIC INFORMATION

1. Why Was This Notice Issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is captioned *In re American Addiction Centers, Inc. Data Breach Litigation*, No. 3:24-cv-01505 (United States District Court for the Middle District of Tennessee). The people who filed this Action are called the Plaintiffs and the company they sued, American Addiction Centers, Inc., is called the Defendant.

2. What Is This Action About?

This Action alleges that Defendant failed to secure and safeguard patients' Private Information including names, dates of birth, addresses, phone numbers, Social Security Numbers, medical record numbers or other identifiers, Social Security numbers, treatment information, and health insurance information. The Action further alleges that as a result of this failure, patients' Private Information was accessed by cybercriminals in a Data Incident on or about September 26, 2024, which Defendant notified patients about between November and December 2024.

Defendant denies all of the Plaintiffs' claims and maintains that it did not do anything wrong.

3. What Is a Class Action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as "Class Representatives" or "Plaintiffs." Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called "opting out") from a settlement. In this Action, the Class Representatives are Ethan Parker, Tracy Lee Jay, Nikolaos Skourtis, Mary Deboer, James Bouchereau, Courtney Cox, Samantha Rainey, Athena Luth, Anell Capellan, Jason Lanagan, Chris Kidder, Patricia Ellison, and Ron Prosky.

4. Why Is There a Settlement?

The Court did not decide in favor of the Plaintiffs or the Defendant. Defendant denies all claims and contends that it has not violated any laws. Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and, through the Settlement, Participating Settlement Class Members are eligible to claim Participating Settlement Class Member Benefits. The Plaintiffs and their attorney, who also represents the Settlement Class Members, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who Is Included in the Settlement?

The Settlement Class consists of all persons whose Private Information was potentially compromised in the Data Incident, including all individuals to whom Defendant sent an individual notification letter regarding the Data Incident.

6. Are There Exceptions to Being Included?

Yes. Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant or its respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and validly requests to be excluded from this Settlement.

THE PARTICIPATING SETTLEMENT CLASS MEMBER BENEFITS

7. What Can I Get from This Settlement?

If approved by the Court, Defendant will establish a \$2,750,000 Settlement Fund. After deducting court-approved attorneys' fees and costs, Service Award payments, and the Settlement Administration Costs, the balance of the Settlement Fund will be used to provide Settlement benefits to all Participating Settlement Class Members who submit Valid Claims.

Settlement Class Members may file a Claim Form to receive (1) Credit Monitoring, (2) reimbursement of documented expenses, and (3) an estimated \$50 *pro rata* cash payment.

8. Tell Me More About Credit Monitoring.

Participating Settlement Class Members may enroll in two years of Credit Monitoring and identity theft protection services. The Credit Monitoring and identity theft protection services will be provided by one of the major credit bureaus and include at least \$1,000,000 in identity theft protection insurance. This benefit is available to all Participating Settlement Class Members regardless of whether they enrolled in the credit monitoring offer included in the Data Incident notification letter sent by Defendant.

9. Tell Me More About Reimbursement of Documented Expenses.

Participating Settlement Class Members may submit a Claim for reimbursement of documented expenses and losses that are fairly traceable to the Data Incident, up \$5,000 for each Claimant. Claims for reimbursement of documented expenses and losses must be supported with third-party documentation and the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss, fairly traceable the Data Incident and incurred after the first date of the Data Incident, and must not have been already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third-party, including a financial institution.

Categories of reimbursable expenses include, but are not limited to, (1) losses from fraudulent transactions wherein an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive the Claimant of actual money and such money; (2) bank fees; (3) postage; (4) copying; (5) travel costs; (6) notary fees related to addressing the misuse of the Settlement Class Members' Private Information; (7) fees for credit repair services; and (8) costs for additional credit reports, credit monitoring, or other identity theft insurance products.

10. Tell Me More About the Cash Payment.

Participating Settlement Class Members may submit a Claim for an estimated \$50 *pro rata* cash payment to compensate them for their alleged privacy harm. This cash payment is in addition to any Claims for Credit Monitoring and reimbursement for document expenses. The cash payment may be increased or decreased on a *pro rata* basis.

11. What Claims Am I Releasing If I Stay in the Settlement Class?

Unless you opt-out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or the Released Parties about any of the legal claims this Settlement resolves. The Release section in the Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

12. How Do I Submit a Claim Form and Get Participating Settlement Class Member Benefits?

You must submit a Claim Form by **Month XX, 202X**. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. CT, or printed from the Settlement Website and mailed, postmarked by <<claims deadline>>, to the Settlement Administrator at: *In re American Addiction Centers, Inc. Data Breach Litigation*, c/o Kroll Settlement Administration LLC, **P.O. Box XXXX, New York, NY 10150-XXXX**.

13. When Will I Get the Settlement Benefits?

The short answer is after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X, at X:X0 p.m. CT**, to decide whether to approve the Settlement, how much in attorneys’ fees and costs to award Class Counsel for representing the Settlement Class, and whether to approve Service Awards to each of the Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

14. Do I Have a Lawyer in This Case?

Yes, the Court appointed J. Gerard Stranch, IV of Stranch, Jennings & Garvey, PLLC as Class Counsel to represent you and other members of the Settlement Class. You will not be charged directly for this lawyer; instead, he will receive compensation from the Settlement Fund (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

15. Should I Get My Own Lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How Will the Lawyer Be Paid?

Class Counsel’s attorneys’ fees and reimbursement of costs will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel will request no more than one-third (33-1/3%), or \$916,666.67, of the Settlement Fund as reasonable attorneys’ fees and as reimbursement of costs. Class Counsel will also ask the Court to approve a \$2,000 Service Award payment to each of the Class Representatives for bringing and settling the case.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How Do I Opt-Out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called “opting out” of the Settlement Class. The opt-out deadline to submit a request to exclude yourself from the Settlement Class is **Month XX, 202X**.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator that includes the following information:

- A statement indicating that you want to be excluded from the Settlement Class, such as, “I wish to be excluded from the Settlement Class in *In re American Addiction Centers, Inc. Data Breach Litigation*, No. 3:24-cv-01505”;
- your name, current address, telephone number, and email address (if any); and
- your signature.

Your request for exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 202X**.

In re American Addiction Centers, Inc. Data Breach Litigation
c/o Kroll Settlement Administration
ATTN: Exclusion Request
PO Box XXXX
New York, NY 10150-XXXX

OBJECTING TO THE SETTLEMENT

18. How Do I Tell the Court If I Do Not Like the Settlement?

If you are a Participating Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Participating Settlement Class Member Benefits, the request for attorneys’ fees and costs, the Service Award payments, the releases provided to Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

For an objection to be considered by the Court, the objection must include the following:

- a. your full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- c. the number of times you have objected to a class action settlement within the five years preceding the date that you file your objection, the caption of each case in which you have objected, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys’ Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

- e. the number of times in which your counsel and/or the your counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

Objections must be filed with the Court and copies must be mailed to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked no later than **Month XX, 202X**.

COURT	CLASS COUNSEL
Fred D. Thompson U.S. Courthouse and Federal Building 719 Church Street, Suite 1300 Nashville, TN 37203	J. Gerard Stranch, IV Grayson Wells Stranch, Jennings & Garvey, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203
DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
David Saunders McDermott Will & Schulte LLP 444 West Lake Street, Suite 4000 Chicago, IL 60606	<i>In re American Addiction Centers, Inc. Data Breach Litigation</i> c/o Kroll Settlement Administration ATTN: Objections PO Box XXXX New York, NY 10150-XXXX

19. What Is the Difference Between Objecting and Opting Out?

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

THE COURT'S FINAL APPROVAL HEARING

20. When Is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X at XX:X0 p.m. CT**, in Courtroom 1225 of the United States District Court for the Middle District of Tennessee, Fred D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Suite 1300, Nashville, Tennessee 37203, to decide whether to approve the Settlement, Class Counsel's request for attorneys' fees and costs, and the Service Awards to the Class Representatives. The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

21. Do I Have to Come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

22. What Happens If I Do Nothing at All?

If you are a Participating Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and not be eligible to receive any Participating Settlement Class Member Benefits.

GETTING MORE INFORMATION

23. How Do I Get More Information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Agreement. The Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone, or mail at (XXX) XXX-XXXX or *In re American Addiction Centers, Inc. Data Breach Litigation*, c/o Kroll Settlement Administration, PO Box XXXX, New York, NY 10150-XXXX.

PLEASE DO NOT CONTACT THE COURT OR DEFENDANT.

EXHIBIT 3

8307600000000

8307600000000

Your claim must be
submitted online or
postmarked by:
Month xx, 202x

CLAIM FORM

In re American Addiction Centers, Inc. Data Breach Litigation
No. 3:24-cv-01505
United State District Court for the Middle District of Tennessee

AAC - C

GENERAL INSTRUCTIONS

If you received Notice of this Settlement, the Settlement Administrator identified you as a Settlement Class Member whose Private Information may have been compromised in the Data Incident. You may submit a Claim for Participating Settlement Class Member Benefits as outlined below.

Please refer to the Long Form Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

To receive Credit Monitoring, reimbursement for documented expenses, and/or a cash payment, you must submit the Claim Form below electronically at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. CT on Month xx, 202x.

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

In re American Addition Centers, Inc. Data Breach Litigation
c/o Kroll Settlement Administration
PO Box XXXX
New York, NY 10150-XXXX

You may submit a Claim for all of the following benefits:

- 1) **Credit Monitoring:** Participating Settlement Class Members may enroll in two years of Credit Monitoring and identity theft protection services. The Credit Monitoring and identity theft protection services will be provided by one of the major credit bureaus and include at least \$1,000,000 in identity theft protection insurance.
- 2) **Reimbursement for Documented Expenses:** Participating Settlement Class Members may submit a Claim for reimbursement of documented expenses and losses that are fairly traceable to the Data Incident, up to \$5,000 per Claimant. Claims for reimbursement of documented expenses and losses must be supported with third-party documentation and the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss, fairly traceable to the Data Incident, have been incurred after the first date of the Data Incident, and must not have been already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third-party, including a financial institution.
- 3) **Cash Payment:** Participating Settlement Class Members may submit a Claim for an estimated \$50 *pro rata* cash payment to compensate for their alleged harms. This cash payment is in addition to any Claims for Credit Monitoring and reimbursement for document expenses. The cash payment may be increased or decreased on a *pro rata* basis.

I. PAYMENT SELECTION

If you would like to elect to receive your payment through electronic transfer, please visit the Settlement Website and timely file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

II. NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

8307600000000
8 3 0 7 6 0 0 0 0 0 0 0

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Telephone Number: () -

III. REIMBURSEMENT FOR DOCUMENTED EXPENSES

Participating Settlement Class Members are eligible to receive reimbursement of up to \$5,000 for documented expenses and losses that are fairly traceable to the Data Incident. These include, but are not limited to, (1) losses from fraudulent transactions wherein an unauthorized individual diverted, debited, withdrew, or otherwise conducted fraudulent operations to deprive the Claimant of actual money and such money; (2) bank fees; (3) postage; (4) copying; (5) travel costs; (6) notary fees related to addressing the misuse of the Settlement Class Members' Private Information; (7) fees for credit repair services; and (8) costs for additional credit reports, credit monitoring, or other identity theft insurance products.

To receive a payment for documented expenses, (1) these expenses must be supported with third-party documentation; (2) the expense or loss must be an actual, documented, and unreimbursed monetary expense or loss; (3) the expense or loss must be fairly traceable the Data Incident; (4) the expense must have been incurred after the first date of the Data Incident, September 26, 2024; and (5) the expense must not have been already covered by one or more of the other reimbursement categories or otherwise reimbursed by a third party, including but not limited to a financial institution.

You must have unreimbursed documented expenses incurred as a result of the Data Incident and submit documentation to obtain this Settlement benefit.

☐ I have attached documentation showing that the documented expenses listed below were caused by the Data Incident. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement but can be considered to add clarity or support to other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Credit Monitoring Service	0 7/17/25 (mm/dd/yy)	\$50.00	Copy of credit monitoring service bill
	/ / (mm/dd/yy)	\$.	

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Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
	____/____/____ (mm/dd/yy)	\$ _____.	
	____/____/____ (mm/dd/yy)	\$ _____.	

IV. CASH PAYMENT

By checking the box below, I request an estimated \$50 *pro rata* cash payment.

☐ Yes, I request a *pro rata* cash payment estimated to be \$50.

V. CREDIT MONITORING SERVICES

By checking the box below, I am requesting two years of one-bureau Credit Monitoring services.

☐ Yes, I want to receive two years of one-bureau Credit Monitoring services.

VI. ATTESTATION & SIGNATURE

By signing below, I swear and affirm under the laws of the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection.

Signature

_____/_____/_____
Date (mm/dd/yyyy)

Print Name

Reminder Checklist

If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please visit the contact section of the Settlement Website at [www.\[website\].com](http://www.[website].com) and provide your updated address information. Make sure to include your Class Member ID and your phone number in case we need to contact you in order to complete your request.

For more information, visit [www.\[website\].com](http://www.[website].com) or call the Settlement Administrator at (xxx) xxx-xxxx.

EXHIBIT 4

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE AMERICAN ADDICTION
CENTERS, INC. DATA BREACH
LITIGATION

Case No. 3:24-cv-01505

Chief Judge William L. Campbell, Jr.

Magistrate Judge Barbara D. Holmes

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

WHEREAS, the above-captioned class action is pending in this Court (the “Action”);

WHEREAS, Plaintiffs Ethan Parker, Tracy Lee Jay, Nikolaos Skourtis, Mary Deboer, James Bouchereau, Courtney Cox, Samantha Rainey, Athena Luth, Anell Capellan, Jason Lanagan, Chris Kidder, Patricia Ellison, and Ron Pronsky (“Plaintiffs”), individually and on behalf and Defendant American Addiction Centers, Inc. (“Defendant”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation and provides for a complete dismissal with prejudice of the claims asserted against Defendant in the Action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of the Court;

WHEREAS, Plaintiffs have made an application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Settlement Agreement, certifying the Settlement Class for purposes of the Settlement only, appointing Plaintiffs as Class Representatives, appointing Class Counsel as counsel for the Settlement Class, appointing Kroll Settlement Administration, LLC (“Kroll”) as Settlement Administrator, and allowing notice to Settlement Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Plaintiffs' motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Settlement Agreement and exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement.

Having fully considered the issue, the Court hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, and **ORDERS** as follows:

1. **Jurisdiction**: The Court, pursuant to 28 U.S.C. § 1332, has jurisdiction over the Action, Plaintiffs, Settlement Class Members, Defendant, and any party to any agreement that is part of or related to the Settlement Agreement.

2. **Class Certification for Settlement Purposes Only**. For settlement purposes only and pursuant to Fed. R. Civ. P. 23(b)(3) and (e), the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class in this matter defined as follows:

All persons whose Private Information was potentially compromised in the Data Incident, including all individuals to whom Defendant sent an individual notification letter regarding the Data Incident.

3. The Settlement Class includes approximately 423,065 people. The Settlement Class specifically excludes: (a) all persons who are directors and officers of Defendant, or their respective subsidiaries and affiliated companies; (b) governmental entities; (c) the Judge(s) assigned to the Action, the Judge's immediate family, and Court staff; and (d) any Settlement Class Member who timely and validly requests to be excluded from this Settlement.

4. **Class Findings**: 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 issues of law and fact common to the Settlement Class; (c) the claims

of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have 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.

5. **Class Representatives and Settlement Class Counsel:** The Court finds, for settlement purposes only, that Plaintiffs Ethan Parker, Tracy Lee Jay, Nikolaos Skourtis, Mary Deboer, James Bouchereau, Courtney Cox, Samantha Rainey, Athena Luth, Anell Capellan, Jason Lanagan, Chris Kidder, Patricia Ellison, and Ron Pronskey will likely satisfy the requirements of Rule 23(e)(2)(A) and are hereby provisionally designated and appointed as the Class Representatives. The Court provisionally finds that, for settlement purposes only, the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Settlement Class and they will be adequate Class Representatives. The Court further finds that J. Gerard Stranch of Stranch, Jennings, & Garvey, PLLC will likely satisfy the requirements of Rule 23(e)(2)(A) as experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel pursuant to Rule 23(g)(1) in order to effectuate the Settlement.

6. **Preliminary Settlement Approval.** The Court hereby preliminarily approves the Settlement, as embodied in the Settlement Agreement, as being fair, reasonable and adequate to the Settlement Class, subject to further consideration at the Final Approval Hearing to be conducted as described below. Pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure,

the Parties have shown that the Court will likely be able to approve the Settlement Agreement under Rule 23(e)(2), which requires the Court to consider the following factors in determining whether a proposed settlement is fair, reasonable, and adequate:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm's length;
- (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

After considering the benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the negotiations between the Parties, the effectiveness of the proposed method for distributing Notice and benefits to the Settlement Class, and the proposed manner of allocating benefits to Settlement Class Members, solely for the purposes of preliminary approval, the Court finds: (a) Plaintiffs and Class Counsel have adequately represented the Settlement Class; (b) the Settlement is the result of good faith, arm's length negotiations conducted between experienced counsel; (c) the relief provided is adequate when considering (i) the substantial costs, risks, and delay of continued litigation, (ii) the proposed method for processing Settlement Class Members' claims and distributing relief to eligible claimants is standard in data security class action settlements, which has been found to be effective in these types of settlements, and (iii) the reasonable and standard conditions under which the Parties may terminate the Settlement; and (d) the Settlement treats Settlement Class Members equitably relative to one another.

7. **Final Approval Hearing.** A Final Approval Hearing shall be held at [REDACTED] : [REDACTED] .m. on

[REDACTED], 2026, in the United States District Court for the Middle District of Tennessee, at the Fred

D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Suite 1300, Nashville, TN 37203 or via Zoom or by phone as determined by the Court for the purpose of, among other things, to decide whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) Settlement Class Counsel's motion for attorneys' fees and costs should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) Settlement Class Counsel's motion for Service Awards for the Class Representatives should be approved. Notice of the Settlement and the Final Approval Hearing shall be given to the Settlement Class Members as set forth herein.

8. The Court retains jurisdiction to consider all further requests or matters arising out of or connected with the proposed Settlement, may adjourn the Final Approval Hearing without further notice to the Settlement Class Members, and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class Members.

9. **Retention of Settlement Administrator and Manner of Giving Notice.** The Parties are authorized to retain Kroll (the "Settlement Administrator") to supervise and administer the Notice Program in connection with the proposed Settlement as well as the processing of Claims as set forth in the Settlement Agreement including by distributing the Postcard Notice, Long Form Notice, and Claims Form included as Exhibits 1–3 to the Settlement Agreement. Notice of the Settlement and the Final Approval Hearing shall be given as follows:

- a) Within ten days of this Order, Defendant shall provide the Settlement Class List to the Settlement Administrator;
- b) Within thirty days of this Order, the Settlement Administrator shall begin distributing Notice to the Settlement Class Members in the manner set forth in the Settlement Agreement; and
- c) Before the Postcard Notice is first mailed, the Settlement Administrator shall establish the Settlement Website as set forth in the Settlement Agreement.

10. **Approval of Form and Content of Notice.** The Court (a) approves, as to form and content, the Claim Form, the Long Form Notice, and the Postcard Notice, attached to the Settlement Agreement as Exhibits 1–3, and (b) finds that the Notice Program described in the Settlement Agreement (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel’s request attorneys’ fees and costs and Class Representatives’ request for an Service Awards, of Settlement Class Members’ right to object to the Settlement, and of their right to appear at the Final Approval Hearing; (iii) constitutes due, adequate and sufficient notice to all persons entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members. The date and time of the Final Approval Hearing shall be included in the Notice before it is distributed.

11. **Participation in the Settlement.** Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim

Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Settlement Agreement. The Settlement Administrator will be responsible for effectuating the notice and claims process.

12. Settlement Class Members who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form and must do so within sixty days after the Notice Completion Date. If a Final Approval Order and judgment is entered, all Settlement Class Members who do not submit valid and timely request to opt-out, as set forth in the Settlement Agreement, shall be forever barred from receiving any Settlement benefit, and will be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Approval Order and judgment.

13. **Class Action Fairness Act Notice.** Within ten days after the filing of the Motion for Preliminary Approval of Class Action Settlement, the Settlement Administrator acting on behalf of Defendant shall have served or caused to be served a notice of the proposed Settlement on the appropriate officials in accordance with the requirements under the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715(b).

14. **Claims Process and Distribution and Allocation Plan.** The Parties 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 Forms. The Court preliminarily approves the claims process described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

15. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written notification of their intent to exclude themselves

from the Settlement Class to the Settlement Administrator at the address provided in the Notice, postmarked no later than sixty days after the Notice Commencement Date (the “Opt-Out Deadline”). The written notification must include the name of the proceeding, the individual’s full name, current address, personal signature, and must specifically state their desire to be excluded from the Settlement and from the Settlement Class.

16. Any Settlement Class Member who does not timely and validly exclude himself or herself from the Settlement shall be bound by the terms of the Settlement Agreement. If a Final Approval Order and judgment is entered, any Settlement Class Member who has not submitted a valid request to opt-out from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Releases set forth in the Final Approval Order and judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the Released Claims. All Settlement Class Members who submit valid and timely request to opt-out from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

17. **Objections and Appearances**. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is mailed to Settlement Class Counsel and counsel for Defendant or filed with the Clerk of Court and served concurrently on Class Counsel and counsel for Defendant no later than sixty days after the Notice Commencement Date (the “Objection Deadline”) as specified in the Notice and Paragraph 84 of the Settlement Agreement. For an objection to be considered by the Court, the objection must also include all of the information set forth in Paragraph 84 of the Settlement Agreement, which is as follows:

- a. the objector’s full name, mailing address, telephone number, and email address (if any);

- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;
- e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;
- f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- h. the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to comply with the provisions in Paragraph 84 of the Settlement Agreement may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, any Final Approval Order and judgment, and by all proceedings, orders, and judgments in this matter. If a Final Approval Order and judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived their objections and shall be forever barred from making any such objections in this Action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the motion for Service Awards, or Class Counsel's motion for attorneys' fees and costs.

18. **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 terms of the Settlement Agreement. In such 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.

19. **Use of Order.** This Order shall be of no force or effect if a Final Approval Order and judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, 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 Class Representatives 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.

20. **Stay of Proceedings and Temporary Injunction.** Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and all other members of the Settlement Class, from commencing or prosecuting any and all of the Released Claims against the Released Parties.

21. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

22. **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:

Event	Date
Defendant to Provide the Class List to the Settlement Administrator	Within 10 days after Entry of Preliminary Approval Order
Notice Commencement Deadline	30 days after entry of Preliminary Approval Order
Notice Completion Deadline	45 days after entry of Preliminary Approval Order
Postmark Deadline for Request for Exclusion (“Opt-Out”) or Objections	60 days after the Notice Commencement Date
Deadline to File Claims	60 days after the Notice Completion Date
Deadline for Plaintiffs to file Motion for Final Approval of the Settlement Agreement, inclusive of request for attorneys’ fees and Service Award.	No later than 14 days before the opt-out and objection deadline
Final Approval Hearing	[DATE, TIME, and LOCATION]

IT IS SO ORDERED this ____ day of _____, 202__.

Chief Judge William L. Campbell, Jr.