

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

**IN RE AMERICAN RENAL
MANAGEMENT LLC DATA BREACH
LITIGATION**

Case No. 3:25-cv-00248-EJR

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement,¹ dated as of the last date all parties have executed, is made and entered into by and among the following Settling Parties: (i) Plaintiffs Pamela Futrell-Parham, Steevenson Jolicoeur, Jane Doe, and John Doe, (collectively, “Representative Plaintiffs”), individually and on behalf of all others similarly situated (the “Settlement Class” or “Class Members”), by and through Interim Class Counsel J. Gerard Stranch, IV of Stranch, Jennings & Garvey PLLC; and (ii) Defendant American Renal Management LLC d/b/a Innovative Renal Care (“IRC” or “Defendant”), by and through its counsel. The Settlement Agreement is subject to preliminary and final Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation and the Released Claims, upon and subject to the terms and conditions below.

I. RECITALS

WHEREAS, Defendant is a kidney care and dialysis management company that oversees the provision of renal treatment and related services and employs individuals in connection with those operations throughout the United States.

WHEREAS, on or around February 29, 2024, Defendant became aware of suspicious activity within certain computer systems. Defendant’s investigation determined that an

¹ Unless provided elsewhere, all capitalized terms herein shall have the same meanings as those defined in Section II herein.

unauthorized actor had accessed certain computer systems between February 21, 2024 and March 1, 2024 (the “Data Incident”).

WHEREAS, Defendant’s investigation determined the Data Incident potentially impacted certain data of IRC employees, former employees, and patients, including: name, address, date of birth, Social Security number, driver’s license or state identification number, financial account information, taxpayer identification number, electronic signature, health insurance information, medical billing/claim information, medical diagnosis or condition information, medical prescription information, medical record number, medical treatment information, patient account number, and/or patient identification number.

WHEREAS, after IRC identified approximately 59,400 living individuals whose Private Information may have been impacted by the Data Incident. Defendant sent potentially impacted individuals notice of the Data Incident beginning on February 14, 2025.

WHEREAS, Plaintiffs are living persons who received notice from IRC and/or were identified as potentially having their Private Information impacted by the Data Incident.

WHEREAS, after IRC’s announcement of the Data Incident, multiple class action lawsuits were filed in federal courts nationally. On March 3, 2025, Plaintiff Pamela Futrell-Parham filed a Complaint in this action against Defendant in the United States District Court for the Middle District of Tennessee. Subsequent complaints arising from the Data Incident followed, and on May 28, 2025, Hon. Eli J. Richardson granted Plaintiffs’ Motion to Consolidate Cases before this Court. ECF No. 16.

WHEREAS, on March 10, 2026, the Court appointed J. Gerard Stranch IV of the firm Stranch, Jennings & Garvey, PLLC as Plaintiffs’ Interim Lead Counsel. ECF No. 25.

WHEREAS, on April 10, 2026, the Plaintiffs filed the operative Consolidated Amended Complaint, asserting claims for negligence, negligence *per se*, breach of implied contract, invasion of privacy, unjust enrichment, and violations of the California Consumer Privacy Act (“CCPA”) and California Unfair Competition Law (“UCL”). ECF No. 31.

WHEREAS, IRC denies each and all of the claims and contentions alleged against it in the Litigation, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

WHEREAS, the Parties agreed to attend mediation. Before the mediation, the Parties engaged in informal discovery.

WHEREAS, on April 29, 2026, the Parties participated in an all-day mediation overseen by the Hon. Daryl R. Fansler (Ret.), a retired Tennessee Chancellor. Judge Fansler is an experienced mediator who has previously overseen successful mediations of data breach class actions. The mediation was successful, with the Parties reaching a settlement after hard-fought, arm’s length negotiations.

WHEREAS, in the weeks the followed the mediation, the Parties worked diligently to round out and finalize this Settlement and associated documents.

WHEREAS, the Settling Parties have concluded that further litigation may be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and extensive costs.

WHEREAS, IRC denies any wrongdoing whatsoever, and this Settlement Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the

part of IRC with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, or any infirmity in the defenses or arguments that IRC has asserted or would assert.

WHEREAS, based on their investigation and their substantial experience in data breach cases, Class Counsel has concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to Settlement Class Members and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Incident pursuant to the terms and provisions of this Settlement Agreement after considering, (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Settlement Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against IRC relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and IRC that, subject to the Court's approval, when Judgment becomes Final, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

II. DEFINITIONS

As used in the Settlement Agreement, the following terms have the meanings

specified below:

1. “Agreement” or “Settlement” or “Settlement Agreement” means this agreement, including its attached Exhibits incorporated in their entirety.
2. “Claims Administration” means providing notice to the Settlement Class Members and the processing and payment of claims received from Settlement Class Members by the Settlement Administrator.
3. “Claims Deadline” means the postmark or online submission deadline for Valid Claims, which is ninety (90) days after Notice is mailed to Settlement Class Members.
4. “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim for reimbursement. The Claim Form will be substantially in a form as shown in **Exhibit A** attached hereto, which will be available on both the Settlement Website and in paper format, if specifically requested by Settlement Class Members.
5. “Claims Period” means the ninety (90) day period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.
6. “Class Counsel” means J. Gerard Stranch IV of the firm Stranch, Jennings & Garvey, PLLC.
7. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.
8. “Court” means the United States District Court for the Middle District of Tennessee.
9. “Credit Monitoring” means two (2) years of one-bureau credit monitoring that Settlement Class Members may elect under the Settlement.

10. “Data Incident” means the potential unauthorized access of certain information on IRC’s computer systems discovered on or about February 29, 2024, which gave rise to the Litigation.

11. “Defendant” or “IRC” means American Renal Management LLC d/b/a Innovative Renal Care.

12. “Defendant’s Counsel” means Jordan O’Donnell of Mullen Coughlin LLC.

13. “Documented Monetary Loss” or “Documented Losses” means the cash compensation that Settlement Class Members with documented losses may elect under the Settlement.

14. “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in Paragraph 89.

15. “Final” means the occurrence of all of the following events: (i) the Settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment; and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

16. “Final Fairness Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Federal Rules of Civil Procedure and for the Court to determine whether to issue the Judgment.

17. “Judgment” means a judgment rendered by the Court, after the Final Fairness

Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant's Counsel will work together on a proposed Judgment, which IRC must approve before filing.

18. "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in **Exhibit B** hereto.

19. "Motion for Attorneys' Fees, Costs, and Service Awards" means the motion that Plaintiffs shall file with the court seeking approval of their fees, costs, and service awards.

20. "Net Settlement Fund" means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Administrative Expenses incurred pursuant to this Settlement Agreement, (ii) any amounts approved by the Court for the Attorneys' Fees, Costs and Expenses, (iii) Service Awards approved by the Court, (iv) any valid Documented Monetary Losses; (v) Credit Monitoring; (vi) Pro Rata Cash Payments and (vii) applicable taxes, if any.

21. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Short Notice and Long Notice.

22. "Notice Completion Deadline" means fifteen (15) days after the Notice Deadline and is the date by which the Settlement Administrator must have completed sending Notice to the Settlement Class Members, notwithstanding any subsequent re-mailing requirements due to undeliverable responses.

23. "Notice Deadline" means thirty (30) days after entry of the Preliminary Approval Order and is the date by which the Settlement Administrator shall establish the Settlement Website,

toll-free telephone line, and commence the initial mailing of the Short Notice.

24. “Objection Deadline” means sixty (60) days after the Notice Completion Deadline and is the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

25. “Opt-Out Deadline” means sixty (60) days after the Notice Completion Deadline and is the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

26. “Opt-Out List” means the complete list of all timely and valid Requests for Exclusion.

27. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

28. “Plaintiffs” or “Class Representatives” or “Representative Plaintiffs” mean Pamela Futrell-Parham, Steevenson Jolicoeur, Jane Doe, and John Doe.

29. “Preliminary Approval Order” means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as **Exhibit C**.

30. “Private Information” means names, addresses, dates of birth, Social Security numbers, driver’s license or state identification numbers, financial account information, taxpayer

identification numbers, electronic signatures, health insurance information, medical billing/claim information, medical diagnosis or condition information, medical prescription information, medical record numbers, medical treatment information, patient account numbers, and/or patient identification numbers.

31. “Pro Rata Cash Payment” means the cash compensation that Settlement Class Members may elect under the Settlement.

32. “Reasonable Documentation” means documentation supporting a claim for Documented Loss(es) including, but not limited to, credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant, or documentation created by a Claimant. Class Members must provide supporting documentation.

33. “Released Claims” shall mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys’ fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; all state consumer protection statutes, including but not limited to the California Consumer Privacy Act (“CCPA”) and California Unfair Competition Law (“UCL”); violations of any federal or state data breach notification statute; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of third-party beneficiary contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and

including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement.

34. "Released Parties" means American Renal Management LLC d/b/a Innovative Renal Care, American Renal Associates, LLC, and American Renal Holdings, Inc., and each of their past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, departments, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, officers shareholders, successors, assigns, and owners, and all of their attorneys, advisors, consultants, vendors, heirs, executors, administrators, insurers, and agents and/or third-party administrators thereof, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and

including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation.

35. “Request for Exclusion” means the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

36. “Settlement Administrator” means Kroll Settlement Administration, a notice and Settlement Administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

37. “Settlement Checks” mean checks that will be mailed, or checks sent via electronic means.

38. “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

39. “Settlement Class” means all living persons who were sent a notice from IRC regarding potential impact from the Data Incident discovered by Defendant on or around February 29, 2024 or otherwise determined to have potentially had their personal information impacted by the Data Incident. The Settlement Class specifically excludes Defendant IRC, any entity in which it has a controlling interest, and IRC’s officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter, members of their immediate families and their judicial staff, and all persons who validly exclude themselves from the Class.

40. “Settlement Class Benefits” means the amounts payable for valid claims for Cash Payments and Documented Losses, and the costs associated with providing Credit Monitoring,

elected by Settlement Class Members.

41. “Settlement Class List” means the list generated by IRC containing the full names, current or last known addresses for all persons who fall under the definition of the Settlement Class, which IRC shall provide to the Settlement Administrator within seven (7) days of entry of the Preliminary Approval Order and engagement of a Settlement Administrator.

42. “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

43. “Settlement Fund” shall mean a non-reversionary common fund in the amount of \$900,000.00.

44. “Settlement Website” means the website described in Paragraph 68(c).

45. “Settling Parties” means, collectively, IRC and Plaintiffs, individually and on behalf of the Settlement Class.

46. “Short Notice” means the content of the postcard mailed notice to the proposed Settlement Class Members, substantially in the form as shown in **Exhibit C** attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing. The Short Notice shall also contain a “tear-off” summary claim form, with business reply mail (BRM) postage, that will allow Settlement Class Members to claim the *pro rata* cash payment and credit monitoring offered.

47. “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not

to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Representative Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Representative Plaintiffs, expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims, including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

48. “United States” as used in this Settlement Agreement includes all fifty (50) states, the District of Columbia, and all territories.

49. “Valid Claims” means Settlement Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or dispute resolution process.

III. SETTLEMENT BENEFITS

50. Settlement Fund. IRC is responsible for making payment of the total sum of \$900,000.00, which shall constitute the entire Settlement Fund. IRC shall not be required to pay any more money under this Settlement. An initial up-front amount, to be determined by the Settlement Administrator, shall be paid to the Settlement Administrator to cover the initial notice costs, within thirty (30) days after the Court enters a Preliminary Approval Order. The Settlement Administrator shall provide an invoice for this up-front amount for notice costs, along with payment instructions, within five (5) days of the Court entering a Preliminary Approval Order. IRC shall have the balance of the Settlement Fund deposited not later than ten (10) days after the Effective Date.

51. The Settlement Fund shall be used to pay, in the following order: (1) all Settlement Administration Costs; (2) any Service Awards awarded to Class Representative; (3) any attorneys’ fees and litigation expenses awarded to Class Counsel; and (4) Settlement Class Member Benefits to those Settlement Class Members who submit a Valid Claim.

52. The Settlement Fund shall be deposited in an appropriate qualified settlement fund (within the meaning of Treasury Regulation § 1.468 B-1) established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. All interest that accrues on the Settlement Fund will be the property of the Settlement Class and distributed in accordance with this Agreement.

53. Settlement Class Member Benefits. When submitting a Claim, Settlement Class Members may elect to receive both Documented Monetary Losses and a Pro Rata Cash Payment. If no election is made on the Claim Form, it will be presumed to be a claim for a Pro Rata Cash Payment. Additionally, Settlement Class Members may also elect to receive Credit Monitoring. If a Settlement Class Member does not submit a Valid Claim or elects to opt-out, the Settlement Class Member will release his or her claims against Defendant without receiving a Settlement Class Member Benefit.

54. Documented Monetary Losses. Settlement Class Members may submit a Claim for a cash payment under this paragraph for up to \$5,000.00 per Settlement Class Member upon presentation of documented losses related to the Data Incident. To receive a payment for Documented Monetary Losses, a Settlement Class Member must attest that the losses or expenses were incurred as a result of the Data Incident. Settlement Class Members will be required to submit reasonable third-party documentation (such as identity theft monitoring expenses, credit card statements, phone bills, etc.) supporting the losses. Documented Monetary Losses may include but are not limited to; (i) out of pocket credit monitoring costs that were incurred on or after February 14, 2025 through the Claims Deadline; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or mileage at the prevailing IRS business use mileage rate for the year incurred for local travel. This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive, rather it is exemplary. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in

connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will be treated as if he or she elected a Pro Rata Cash Payment only. Settlement Class Members submitting claims for reimbursement of fraudulent charges or withdrawals but provide some evidence that such charges or withdrawals were not reimbursed, such as a letter from the financial institution. All claims under this section must be itemized on the Claim Form.

55. Pro Rata Cash Payment. In addition to or instead of Documented Monetary Losses, a Settlement Class Member may claim a pro rata cash payment in the estimated amount of \$100. The payments shall be calculated by dividing remaining funds in the Settlement Fund, after payment of Settlement Administration Fees, Attorneys' Fees, Costs, and Expenses, Credit Monitoring and Identity Restoration Services, and Documented Monetary Losses by the number of eligible claims. The Pro Rata Cash Payments will be adjusted upwards or downwards based upon the number of valid claims filed.

56. Credit Monitoring. In addition to electing any of the other benefits, Settlement Class Members may claim two (2) years of one-bureau Credit Monitoring that will provide the following benefits: one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000.00, and fully managed identity recovery services.

57. Pro Rata Adjustments to Cash Payments. Settlement Class Cash Payments will be subject to a pro rata increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid

Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced pro rata accordingly. For purposes of calculating the pro rata increase or decrease, the Settlement Administrator must distribute the funds in the Settlement Fund first for payment of Documented Monetary Losses, then for Credit Monitoring, before making any Pro Rata Cash Payments. Any pro rata increases or decreases to Pro Rata Cash Payments will be on an equal percentage basis.

58. Business Practices Changes. The Settling Parties agree that as part of the settlement consideration, IRC has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems. Before the Final Fairness Hearing, IRC will detail these business practice changes to Class Counsel in a confidential declaration, that will be submitted to the Court for *in camera* review upon request.

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

- a) Administering and overseeing the Settlement funds provided by IRC to pay Approved Claims.
- b) Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c) Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d) Providing CAFA Notice;
- e) Providing Notice to Settlement Class Members via U.S. mail;
- f) Establishing and maintaining the Settlement Website;

- g) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;
- h) Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;
- i) Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and IRC's Counsel a list of Approved Claims, both periodically during the Claims Period and after the Claims Deadline;
- j) Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and IRC's Counsel a copy thereof immediately upon receipt. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to IRC's Counsel;
- k) Working with the provider(s) of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;
- l) After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- m) Providing bi-weekly or other periodic reports to Class Counsel and the IRC's Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable

information, and any other requested information relating to Settlement Payments;

n) In advance of the Final Fairness Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

o) Performing any function related to Settlement Administration at the agreed-upon instruction of Class Counsel or IRC's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

60. Limitation of Liability. The Parties, Class Counsel, and IRC's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the formulation, design or terms of the disbursement of the Settlement funds; (iii) the determination, administration, calculation or payment of any claims asserted against the Settlement funds; or (iv) the payment or withholding of any taxes and tax-related expenses.

61. Indemnification. The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Defendant's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Program and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes

and Tax-Related Expenses.

62. Dispute Resolution for Claims. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in Paragraph 53 above; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. In assessing what losses qualify as more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) whether the timing of the loss occurred on or after February 29, 2024; and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of personal information identified in IRC's notices of the Data Incident. The Settlement Administrator may, at any time, request from the claimant, in writing, additional information as the Settlement Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Settlement Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Settlement Administrator determines to be implausible, the Settlement Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with the Settlement Administrator's determination, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

63. Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Settlement Administrator shall request additional information ("Claim Supplementation") and

give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than ninety (90) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid; provided, however, that claims for Documented Losses that are deficient will be deemed as claims for a Pro Rata Cash Payment, rather than being denied outright.

64. Following receipt of additional information requested by the Settlement Administrator, the Settlement Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Settlement Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Settlement Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Settlement Administrator to evaluate the claim, then the Settlement Administrator may reject the claim without any further action.

65. If any dispute is submitted to the claims referee, the claims referee may approve the Settlement Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days

of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

IV. SETTLEMENT CLASS CERTIFICATION

66. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the Court does not issue the Preliminary Approval Order or the Judgment; (2) the Effective Date does not occur, or (3) the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Parties' positions on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

V. PRELIMINARY APPROVAL AND NOTICE OF FAIRNESS HEARING

67. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Defendant's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of J. Gerard Stranch IV of the firm Stranch, Jennings & Garvey, PLLC.
- d) appointment of Plaintiffs Pamela Futrell-Parham, Steevenson Jolicoeur, Jane Doe, and John Doe as Class Representatives;
- e) approval of the Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to **Exhibit A**, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for

submitting claims and available, upon request, in a form substantially similar to **Exhibit C**, attached hereto; and

- h) appointment of Kroll Settlement Administration as the Settlement Administrator.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Settlement Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

VI. NOTICE

68. Notice shall be provided to Settlement Class Members by the Settlement Administrator in a manner that satisfies constitutional requirements and due process. The notice plan shall be subject to approval by the Court as meeting the requirements of Rule 23 of the Federal Rules of Civil Procedure and constitutional due process requirements.

- a) Within seven (7) days after the date of the Preliminary Approval Order, IRC shall provide the Settlement Class List to the Settlement Administrator.
- b) The Settlement Administrator shall provide direct and individual notice to Settlement Class Members via U.S. Mail, to the extent mailing addresses are available, by the Notice Deadline by mailing the Short Notice to the last known mailing addresses for Settlement Class Members. Before mailing, the Settlement Administrator shall check and update all addresses through the National Change of Address (“NCOA”) Database. Where postcards are returned with a forwarding address before the claims deadline, the Settlement Administrator shall forward the postcards to the forwarding address. Where postcards are returned with no forwarding address before the claims deadline, the Settlement Administrator shall undertake reasonable means to ascertain a

valid forwarding address and forward the postcard. The Settlement Administrator shall also issue notice by publication by issuing a press release announcing the Settlement on or around the Notice Date.

- c) In addition to direct notice, Class Counsel and Defendant's counsel will coordinate with Kroll Settlement Administration to conduct a national press release, or another press release targeted to the locations in which Defendant operates, to notify the public of the Settlement.
- d) The Settlement Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the Claims Period, with the forms of Long Notice and Claim Form approved by the Court, as well as this Settlement Agreement. The Settlement Website shall also include links to relevant filings including but not limited to the operative complaint; preliminary approval motion and order; motion for attorneys' fees, costs, and service awards; and motion for final approval.
- e) A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members' inquiries.
- f) The Settlement Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.
- g) At the discretion of Class Counsel, the Settlement Administrator shall send a reminder notice to the Settlement Class Members who have not yet made a claim if the claims rate is less than 3.0% forty-five (45) days before the Claims Deadline.

- h) Before the Final Fairness Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with such approval.

Notice to the Settlement Class shall be paid for from the Settlement Fund in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys' fees, costs, and expenses of Plaintiffs' Counsel, and a service award to the Class Representative, as approved by the Court, shall be paid by IRC.

69. Class Counsel shall move the Court for a Judgment of this Settlement, to be issued (1) following the Final Fairness Hearing, and (2) within a reasonable time after the Notice Deadline, Objection Date, and Opt-Out Date. In connection with the motion for preliminary approval, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than one hundred twenty (120) days after entry of the Preliminary Approval Order.

VII. OPT-OUT PROCEDURES

70. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date, and must include the Person's full name, current address, telephone number, and email address (if any).

71. All Persons who submit valid and timely Requests for Exclusion, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

72. In the event that within twenty-one (21) days after the Opt-Out Date, there have been Requests for Exclusion totaling more than five hundred (500) individuals, Defendant shall have the right to terminate the Settlement Agreement in its entirety.

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

VIII. OBJECTION PROCEDURES

74. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal

support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation). To be timely, written notice of an objection to the designated Post Office box established by the Settlement Administrator by the Objection Date.

75. Any Settlement Class Member who fails to comply with the requirements for objecting in Paragraph 74 shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Paragraph 74.

IX. RELEASES

76. Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, and each of their respective heirs,

executors, administrators, representatives, agents, predecessors, successors, and assigns, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

77. Upon the Effective Date, IRC shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses IRC may have against such persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

78. Notwithstanding any term herein, neither IRC nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel.

X. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

79. The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service award to the Representative Plaintiffs until after the substantive terms of the settlement had been agreed upon, other than that IRC would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to each Representative Plaintiff as may be

ordered by the Court.

80. Class Counsel may petition the court for attorneys' fees not to exceed one-third (1/3) of the Settlement Fund (\$300,000.00), plus reimbursement of reasonable out-of-pocket litigation expenses. The motion for attorneys' fees, expenses, and service awards shall be filed no later than fourteen (14) days before the Objection and Opt-Out deadlines.

81. Subject to Court approval, IRC has agreed not to object to a request for a service award in the amount of \$2,500.00 to each of the five Representative Plaintiffs.

82. If awarded by the Court, the Settlement Administrator shall pay the attorneys' fees, costs, expenses, and service awards to the Settlement Administrator not later than seven (7) days after payment by IRC of the outstanding balance of the Settlement Fund, after the Effective Date. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs among Plaintiffs' Counsel.

83. Any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

XI. ADMINISTRATION OF CLAIMS

84. The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members. The Settlement Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the

dispute resolution process set forth herein. All claims agreed to be paid in full by IRC shall be deemed a Valid Claim.

85. Payment for Valid Claims shall be issued, via check or electronically (by preference of the Settlement Class Member), within thirty (30) days after the Effective Date, or within twenty-one (21) days of the date that the claim is approved, whichever is later.

86. All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

87. No Person shall have any claim against the Settlement Administrator, claims referee, IRC, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members or any alleged failure by IRC to implement the Business Practice Changes.

88. Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Settlement Administrator, claims referee, Class Counsel, and Defendant's Counsel.

XII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

89. The Effective Date of the settlement shall be ten (10) days after the date when each and of all the following conditions have occurred:

- a) This Settlement Agreement has been fully executed by all Settling Parties and their counsel;

- b) the Court has entered the Preliminary Approval Order without material change;
- c) The Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) IRC has not exercised its option to terminate the Settlement Agreement;
- e) the Court has entered the Judgment granting final approval to the Settlement as set forth herein; and
- f) the Judgment has become Final.

90. If all conditions specified in Paragraph 89(a)–(f) are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with the Settlement Agreement.

91. Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defendant’s Counsel a complete list of all timely and valid Requests for Exclusion (“Opt-Out List”).

92. Defendant shall have the option to terminate this Agreement if more than three hundred (300) members of the Settlement Class opt-out of the Settlement. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this paragraph within ten (10) days after the end of the Opt-Out Period, or the option to terminate shall be considered waived.

93. In the event that the Settlement Agreement or the releases are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party’s counsel; and (ii) the terms and provisions

of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, IRC shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

XIII. DISPOSITION OF RESIDUAL FUNDS

93. In the event there are funds remaining in the Settlement Fund following the ninety (90) day period to cash checks or for Settlement Class Members to select the form of electronic payment, following payment of Settlement Class Member Payments, any residual funds shall be distributed to an appropriate mutually agreeable *cy pres* recipient to be mutually selected by the Parties and approved by the Court.

XIV. MISCELLANEOUS

94. The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

95. The Settling Parties intend this settlement to be a final and complete resolution of

all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such Settling Party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Settling Party shall have any liability to any other Settling Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

96. Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of 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.

97. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

98. This Settlement Agreement contains the entire understanding between IRC and

Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between IRC provided herein, each party shall bear its own costs. This Settlement Agreement supersedes all previous agreements made between IRC and Plaintiffs. Any agreements reached between IRC, Plaintiffs, and any third party, are expressly excluded from this provision.

99. The Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Settlement Agreement.

100. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Settlement Agreement. In the event of a dispute concerning the terms and conditions of this Settlement Agreement, the headings shall be disregarded.

101. The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

102. The Parties understand and agree that all terms of this Settlement Agreement, including the exhibits thereto, are contractual and are not a mere recital, and each signatory warrants that he, she, or it is competent and possesses the full and complete authority to execute and covenant to this Settlement Agreement on behalf of the Party that they or it represents.

103. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

104. Each counsel or other Person executing the Settlement Agreement on behalf of any

party hereto warrants that such Person has the full authority to do so.

105. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be the same instrument. Digital signatures shall have the same force and effect as the original. A complete set of original executed counterparts shall be filed with the Court.

106. Transmission of a signed Settlement Agreement by facsimile or electronic mail shall constitute receipt of an original signed Settlement Agreement by mail.

107. The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of this Settlement Agreement. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

108. The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

109. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Tennessee, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

110. Definitions apply to the singular and plural forms of each term defined. Definitions also apply to the masculine, feminine, and neuter genders of each term defined. Whenever the words "include," "includes" or "including" are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

111. The Parties agree and acknowledge that this Settlement Agreement carries no precedential value.

112. The Parties and their counsel believe this Settlement Agreement is a fair and reasonable compromise of the disputed claims, in the best interest of the Parties, and have arrived at this Settlement Agreement as a result of arm's-length negotiations with the assistance of an experienced mediator.

113. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

114. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. All reference to "days" in this Agreement shall refer to calendar days, unless otherwise specified. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

115. All dollar amounts are in United States dollars ("USD").

116. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. Settlement Checks that are not negotiated within ninety (90) days of their date of issue shall not be reissued, unless a Settlement Check is returned as undeliverable. Reissued settlement checks shall be void on the stale date of the original Settlement Check that was returned as undeliverable, or thirty (30) days after reissuance, whichever is later. If a

Participating Settlement Class Member fails to cash a Settlement Check issued under this Settlement Agreement before it becomes void, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Participating Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Participating Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Participating Settlement Class Member. Such Settlement Class Members remain bound by all terms of the Settlement Agreement.

117. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

118. This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiffs and IRC each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

119. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

Signature Pages to Follow:

PLAINTIFFS:

Pamela Futrell-Parham
Pamela Futrell-Parham Jul 14, 2026 14:32:13 EDT
Pamela Futrell-Parham, Plaintiff

Date: 07/14/2026

Steevenson Jolicouer
Steevenson Jolicouer, Plaintiff

Date: 06 / 26 / 2026

John Doe
John Doe, Plaintiff

Date: 06 / 27 / 2026

Jane Doe
Jane Doe, Plaintiff

Date: 06 / 26 / 2026

COUNSEL FOR PLAINTIFFS AND THE PROPOSED SETTLEMENT CLASS:

Gerard Stranch
Gerard Stranch (07/14/2026 11:29:20 CDT)
J. Gerard Stranch, IV
STRANCH, JENNINGS & GARVEY, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
Tel: (615) 254-8801
gstranch@stranchlaw.com

Date: 07/14/26

Interim Class Counsel

COUNSEL FOR DEFENDANT:



Date: 07/29/2026

Jordan O'Donnell
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333
Tel: (267) 930-4106
jsodonnell@mullen.law

DEFENDANT:

Signed by:

B1B7EB36F12744F...

Date: 7/29/2026

Printed Name:

Chuck Kable

Title:

General Counsel

EXHIBIT A

000000000000
000000000000

**Your claim must
be submitted
online or
postmarked by:
Month XX, 2026**

CLAIM FORM

In re American Renal Management LLC Data Breach Litigation
Case No. 3:25-cv-00248-EJR

United States District Court for the Middle District of
Tennessee

GENERAL INSTRUCTIONS

If you live in the United States and your Private Information was potentially impacted in the Data Incident affecting American Renal Management LLC d/b/a Innovative Renal Care (“Defendant” or “IRC”) between February 21, 2024 and March 1, 2024, and/or you were sent a notice of the Data Incident, you may submit a claim for Settlement Class Benefits as outlined below using this Claim Form. Please refer to the Long Notice posted on the Settlement Website [www.\[website\].com](http://www.[website].com) for more information.

To receive Settlement Class Benefits, you must submit a Claim Form by Month XX, 2026.

Claims may be submitted online at [www.\[website\].com](http://www.[website].com) or by mail at 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, postmarked by the deadline above, to:

Settlement Administrator - XXXXXX
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Settlement Class Benefits

You may submit a claim to receive one or both of the following cash payments – Documented Monetary Loss and/or a Pro Rata Cash Payment – as well as Credit Monitoring.

Check the box(es) below to select the appropriate payment option(s):

- ☐ **Documented Monetary Loss:** : Up to \$5,000 per Settlement Class Member for documented out-of-pocket monetary losses related to the Data Incident. Documentation must be provided. See Section III of this Claim Form for more information.

AND/OR

- ☐ **Pro Rata Cash Payment:** A cash payment estimated to be \$100, subject to *pro rata* (proportional) adjustment based on the amount of Valid Claims. No documentation is required

Check the box below if you would also like to receive Credit Monitoring Services:

- ☐ **Credit Monitoring:** Two (2) years of Credit Monitoring that will include one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000.00, and fully managed identity recovery services. If you submit a Valid Claim for Credit Monitoring, once the Settlement receives final approval, you will be able to activate the Credit Monitoring benefit using the enrollment code in the Notice you received. If you did not receive a Notice or do not know your enrollment code, please contact the Settlement Administrator at (XXX) XXX-XXXX or use the “Contact Us” form on the Settlement Website.

I. SETTLEMENT CLASS MEMBER 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.

First Name

Last Name

Address 1

Address 2

City

State

Zip Code

Telephone Number: () -

Email Address: _____

Class Member ID (if known): 00000 _____

II. PAYMENT SELECTION

If you would like to receive your payment through electronic transfer, please visit the Settlement Website ([www.\[website\].com](http://www.[website].com)) and timely file your Claim Form online on or before **Month XX, 2026**. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option. If you submit this Claim Form by mail, you will receive your payment by check.

III. DOCUMENTED MONETARY LOSSES

All Settlement Class Members may submit a claim for a cash payment for up to \$5,000 per person for documented monetary losses related to the Data Incident. Documented Losses may include but are not limited to: (i) out of pocket credit monitoring costs that were incurred on or after February 14, 2025 through **[Claims Deadline date]**; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long distance phone charges, postage, or mileage at the prevailing IRS business use mileage rate for the year incurred for local travel.

This list of examples of reimbursable documented out-of-pocket losses is not meant to be exhaustive. You may claim any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

You cannot be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

To receive a cash payment for Documented Losses, you must attest that the losses or expenses were incurred as a result of the Data Incident and provide reasonable third-party documentation. Examples of reasonable

third-party documentation include, but are not limited to, identity theft monitoring expenses, credit card statements, phone bills, etc. which support your losses.

If you do not submit reasonable documentation supporting a loss, or if your claim is rejected by the Settlement Administrator for any reason, and you fail to cure your claim, it will be rejected and the Settlement Administrator will regard it as a claim for a Pro Rata Cash Payment only. If you submit a claim for reimbursement of fraudulent charges or withdrawals, you must provide some evidence that the charges or withdrawals were not reimbursed, such as a letter from the financial institution. Claims for Documented Monetary Loss must be itemized on the Claim Form.

Please confirm that you have attached documentation for your claim by checking the box below.

☐ I have attached documentation showing that the documented losses listed below were related to the Data Incident.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Documentation (Identify what you are attaching and why)
Example: Credit Monitoring Service	02/21/24 (mm/dd/yy)	\$100.00	Copy of credit monitoring service bill
	___ / ___ / ___ (mm/dd/yy)	\$ _____. ____	
	___ / ___ / ___ (mm/dd/yy)	\$ _____. ____	
	___ / ___ / ___ (mm/dd/yy)	\$ _____. ____	

IV. ATTESTATION & SIGNATURE

I swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in this Claim Form and any documents submitted with this Claim Form are true and correct to the best of my knowledge or recollection.

Signature

____ / ____ / ____
Date (mm/dd/yyyy)

Print Name

Reminder: If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please use the “Contact Us” form on the Settlement Website to provide your updated address information. Make sure to include your Class Member ID and your telephone number in case we need to contact you in order to complete your request.

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Middle District of Tennessee
In re American Renal Management LLC Data Breach Litigation, Case No. 3:25-cv-00248-EJR

Were you notified that your Private Information may have been impacted by a Data Incident at American Renal Management LLC d/b/a Innovative Renal Care between February 21, 2024 and March 1, 2024? You may be eligible for benefits from a class action settlement.

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

- A Settlement has been reached with American Renal Management LLC d/b/a Innovative Renal Care (“Defendant” or “IRC”) in a class action lawsuit about a data incident between February 21, 2024 and March 1, 2024 in which an unauthorized actor accessed IRC’s computer systems, potentially impacting personally identifiable information of IRC employees, former employees, and patients (the “Data Incident”). The Plaintiffs allege negligence, breach of implied contract, unjust enrichment, and violations of various consumer protection act statutes, among other claims. The Defendant denies all allegations and any wrongdoing.
- The Settlement Class consists of all living persons who were sent a notice from IRC regarding potential impact from the Data Incident discovered by Defendant on or around February 29, 2024 or otherwise determined to have potentially had their personal information impacted by the Data Incident.
- If approved by the Court, the Defendant will pay \$900,000 into a Settlement Fund to resolve the Litigation. The Settlement Fund will provide benefits to Settlement Class Members who submit Valid Claims as well as all Settlement Administration Costs, any Service Awards, and attorneys’ fees and expenses. Monetary benefits include a cash payment of up to \$5,000 per Settlement Class Member for documented monetary losses related to the Data Incident and/or a cash payment estimated to be \$100, subject to *pro rata* (proportional) adjustment based on the amount of Valid Claims. Settlement Class Members may also claim two (2) years of Credit Monitoring.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive benefits from this Settlement is to submit a valid and timely Claim Form.	Month XX, 2026
OPT OUT OF/EXCLUDE YOURSELF FROM THE SETTLEMENT	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive any Settlement Class Benefits.	Month XX, 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Fairness Hearing. If you object, you can still submit a Claim Form for Settlement Class Benefits.	Month XX, 2026
DO NOTHING	If you do nothing, you will not get any Settlement Class Benefits and you give up the right to sue the Defendant about the 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 must decide whether to approve the Settlement.

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

WHAT THIS NOTICE CONTAINS

Basic Information	3
1. Why was this Notice issued?	3
2. What is this Litigation about?	3
3. What is a class action?	3
4. Why is there a Settlement?	3
Who is in the Settlement?	3
5. Who is included in the Settlement?	3
6. Are there exceptions to being included?	4
The Settlement Class Benefits	4
7. What does the Settlement provide?	4
8. Tell me more about the Documented Monetary Loss.	4
9. Tell me more about the Pro Rata Cash Payment.	5
10. Tell me more about the Credit Monitoring.	5
11. How will payments be calculated?	5
12. What claims am I releasing if I stay in the Settlement?	5
How to get Settlement Class Benefits – Making a Claim	5
13. How do I submit a Claim Form to get Settlement Class Benefits?	5
14. When will I get Settlement Class Benefits?	5
The Lawyers Representing You	6
15. Do I have a lawyer in this case?	6
16. Should I get my own lawyer?	6
17. How will the lawyers be paid?	6
Excluding Yourself From the Settlement	6
18. How do I opt out of the Settlement?	6
Objecting to the Settlement	6
19. How do I tell the Court if I do not like the Settlement?	6
20. What is the difference between objecting and opting out?	7
The Court's Final Fairness Hearing	7
21. When is the Court's Final Fairness Hearing?	7
22. Do I have to come to the Final Fairness Hearing?	7
If You Do Nothing	8
23. What happens if I do nothing at all?	8
Getting More Information	8
24. 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 Litigation, your legal rights, what benefits are available, and who can receive them.

The Litigation is called *In re American Renal Management LLC Data Breach Litigation*, Case No. 3:25-cv-00248-EJR pending in the United States District Court for the Middle District of Tennessee. The people who filed this Litigation are called the “Plaintiffs” and the company they sued, American Renal Management LLC d/b/a Innovative Renal Care (“IRC”), is called the “Defendant.”

2. What is this Litigation about?

On or around February 29, 2024, the Defendant became aware of suspicious activity within certain computer systems. An investigation determined that an unauthorized actor had accessed certain computer systems between February 21, 2024 and March 1, 2024 (the “Data Incident”).

The Data Incident potentially impacted certain data of IRC employees, former employees, and patients including: name, address, date of birth, Social Security number, driver’s license or state identification number, financial account information, taxpayer identification number, electronic signature, health insurance information, medical billing/claim information, medical diagnosis or condition information, medical prescription information, medical record number, medical treatment information, patient account number, and/or patient identification number (“Private Information”). Beginning on February 14, 2025, the Defendant began notifying potentially impacted individuals about the Data Incident.

The Plaintiffs allege negligence, breach of implied contract, unjust enrichment, and violations of various consumer protection act statutes, among other claims. The Defendant denies all of the Plaintiffs’ claims and maintains that they 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 “Representative Plaintiffs” 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 Settlement, the Representative Plaintiffs are Pamela Futrell-Parham, Steevenson Jolicoeur, Jane Doe, and John Doe.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. The Defendant denies all claims and contends that they have not violated any laws. The Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim Settlement Class Benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Class Counsel,” believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all living persons who were sent a notice from IRC regarding potential impact from the Data Incident discovered by Defendant on or around February 29, 2024 or otherwise determined to have potentially had their personal information impacted by the Data Incident.

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

6. Are there exceptions to being included?

Yes. The Settlement Class specifically excludes Defendant IRC, any entity in which it has a controlling interest, and IRC's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter, members of their immediate families and their judicial staff, and all persons who validly exclude themselves from the Class.

THE SETTLEMENT CLASS BENEFITS

7. What does the Settlement provide?

If approved by the Court, the Defendant will pay \$900,000 into a Settlement Fund to resolve the Litigation. The Settlement Fund will provide cash payments and credit monitoring to Settlement Class Members who submit Valid Claims as well as all Settlement Administration Costs, any Service Awards, and attorneys' fees and litigation expenses.

Settlement Class Members may submit a claim for one or both of the following cash payments:

- **Documented Monetary Losses:** Up to \$5,000 per Settlement Class Member for documented out-of-pocket monetary losses related to the Data Incident. Supporting documentation is required.
- **Pro Rata Cash Payment:** A cash payment estimated to be \$100, subject to *pro rata* (proportional) adjustment based on the amount of Valid Claims (see Question 11). No documentation is required.

Settlement Class Members may also submit a claim for two (2) years of Credit Monitoring that will include one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000.00, and fully managed identity recovery services.

The Defendant has also implemented and will maintain certain business practice changes related to information security to safeguard personal information on its systems.

8. Tell me more about the Documented Monetary Loss.

All Settlement Class Members may submit a claim for a cash payment for up to \$5,000 per person for documented monetary losses related to the Data Incident. Documented Losses may include but are not limited to

- Out of pocket credit monitoring costs that were incurred on or after February 14, 2025 through [Claims Deadline date];
- Unreimbursed losses associated with actual fraud or identity theft; and
- Unreimbursed bank fees, long distance phone charges, postage, or mileage at the prevailing IRS business use mileage rate for the year incurred for local travel.

This list of examples of reimbursable documented out-of-pocket losses is not meant to be exhaustive. You may claim any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to mitigating the effects of the Data Incident.

You cannot be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise.

To receive a cash payment for Documented Losses, you must attest that the losses or expenses were incurred as a result of the Data Incident and provide reasonable third-party documentation. Examples of reasonable third-party documentation include, but are not limited to, identity theft monitoring expenses, credit card statements, phone bills, etc. which support your losses.

If you do not submit reasonable documentation supporting a loss, or if your claim is rejected by the Settlement Administrator for any reason, and you fail to cure your claim, it will be rejected and the Settlement Administrator will regard it as a claim for a Pro Rata Cash Payment only. If you submit a claim for reimbursement of fraudulent charges or withdrawals, you must provide some evidence that the charges

or withdrawals were not reimbursed, such as a letter from the financial institution. Claims for Documented Monetary Loss must be itemized on the Claim Form.

9. Tell me more about the Pro Rata Cash Payment.

In addition to or instead of Documented Monetary Loss, Settlement Class Members may claim a *pro rata* cash payment estimated to be \$100. The amount of the Pro Rata Cash Payment will be adjusted upwards or downwards based upon the number of Valid Claims filed (see Question 11). No documentation is required to submit a claim for a Pro Rata Cash Payment.

10. Tell me more about the Credit Monitoring Services.

In addition to the cash payment(s), Settlement Class Members may claim two (2) years of Credit Monitoring that will provide the following benefits: one-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000.00, and fully managed identity recovery services.

If you submit a Valid Claim for Credit Monitoring, once the Settlement receives final approval, you will be able to activate the Credit Monitoring using the enrollment code in the Notice you received. If you did not receive a Notice or do not know your enrollment code, please contact the Settlement Administrator at (XXX) XXX-XXXX or use the “Contact Us” form on the Settlement Website.

11. How will cash payments be calculated?

After deducting Settlement Administration Costs, any Service Awards, and attorneys’ fees and expenses, the remaining balance of the Settlement Fund (the “Net Settlement Fund”) will be used to pay Valid Claims for Settlement Class Member Benefits in following order: 1) Documented Monetary Loss, 2) Credit Monitoring, and 3) Pro Rata Cash Payments. After paying Valid Claims for Documented Monetary Loss and Credit Monitoring, the Pro Rata Cash Payment amount will be calculated by dividing remaining funds in the “Net Settlement Fund” by the number of Valid Claims.

12. Why what claims am I releasing if I stay in the Settlement?

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

HOW TO GET SETTLEMENT CLASS BENEFITS – MAKING A CLAIM

13. How do I submit a Claim Form to get Settlement Class Benefits?

You must submit a Claim Form by **Month XX, 2026** to receive Settlement Class Benefits. Claim Forms must be submitted online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. **XT**, or mailed postmarked by **Month XX, 2026** to the Settlement Administrator at:

Settlement Administrator - **XXXXXX**
c/o Kroll Settlement Administration LLC
ATTN: Claims
P.O. Box **XXXXXX**
New York, NY 10150-**XXXX**

If you do not select a cash payment option on your Claim Form, the Settlement Administrator will assume you are submitting a claim for a Pro Rata Cash Payment.

14. When will I get Settlement Class Benefits?

The short answer is – after the Settlement is “finally approved” and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Fairness Hearing on **Month XX, 2026**, to decide whether to approve the Settlement, Class Counsel’s request for attorneys’ fees and expenses, and the Service Awards to the Representative Plaintiffs who brought this Litigation on behalf of the Settlement Class.

Questions? Call **(XXX) XXX-XXXX** or visit [www.\[website\].com](http://www.[website].com).

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 Class 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

15. Do I have a lawyer in this case?

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

16. 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.

17. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys' fees up to one-third of the Settlement Fund (\$300,000) plus reimbursement of reasonable out-of-pocket litigation expenses, as well as a \$2,500 Service Award to each of the five Representative Plaintiffs. If approved, these amounts will be paid from the Settlement Fund before making payments to Settlement Class Members who submit Valid Claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

18. 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.

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

- Your full name, current address, telephone number, and email address (if any);
- A statement indicating your intent to request exclusion "I wish to opt out of the Settlement Class in *In re American Renal Management LLC Data Breach Litigation*, Case No. 3:25-cv-00248-EJR.";
- Your signature.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

Settlement Administrator - XXXXXX
c/o Kroll Settlement Administration LLC
ATTN: Requests for Exclusion
P.O. Box XXXXXX
New York, NY 10150-XXXX

You may only exclude yourself from the Settlement Class. No group or class opt outs or Requests for Exclusion by a third party are permitted under the Settlement Agreement.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I do not like the Settlement?

If you are a 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 Settlement Class Benefits, request for attorneys' fees and litigation expenses, or Service Awards, Releases provided to the Defendant, or some other aspect

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

To be considered by the Court, your objection must include:

- The case name and number, *In re American Renal Management LLC Data Breach Litigation*, Case No. 3:25-cv-00248-EJR;
- Your full name, address, telephone number, and email address (if any);
- Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident);
- A written statement of all grounds for the objection, accompanied by any legal support for the objection you believe is applicable;
- A statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class;
- The identity of any and all counsel representing you in connection with the objection;
- A statement as to whether you and/or his or her counsel will appear at the Final Fairness Hearing;
- A list of all settlements to which you and/or their counsel have objected in the preceding three (3) years; and
- Your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

Objections must be mailed to the Settlement Administrator and received by **Month XX, 2026**, at the following address:

Settlement Administrator - XXXXXX
c/o Kroll Settlement Administration LLC
ATTN: Objections
P.O. Box XXXXXX
New York, NY 10150-XXXX

20. 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. If you exclude yourself or opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL FAIRNESS HEARING

21. When is the Court's Final Fairness Hearing?

The Court is scheduled to hold a Final Fairness Hearing on **Month XX, 2026 at XX:X0 x.m. XT**, at **Courthouse Name, Street Address, City, TN Zip Code**, to decide whether to approve the Settlement, Class Counsel's request for \$300,000 for attorneys' fees plus reasonable out-of-pocket litigation expenses, and the \$2,500 Service Awards to the Representative Plaintiffs. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

22. Do I have to come to the Final Fairness 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 Fairness 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.

Questions? Call **(XXX) XXX-XXXX** or visit **www.[website].com**.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a 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 Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and will not be eligible to receive any Settlement Class Benefits.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement 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 telephone at (XXX) XXX-XXXX, or by mail at:

Settlement Administrator - XXXXXX
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

EXHIBIT C

Settlement Administrator -XXXXXX
c/o Kroll Settlement Administration LLC
P.O. 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

**Records indicate that your
Private Information may
have been impacted by a
Data Incident between
February 21, 2024 and
March 1, 2024.
You may be eligible for
benefits from a class action
settlement.**

[www.\[website\].com](http://www.[website].com)

Class Member ID: <<Refnum>>

Enrollment Code: <<MonitoringCode>>

Postal Service: Please do not mark or cover

<<FirstName>> <<LastName>>

<<Address>>

<<Address2>>

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

<<Country>>

A Settlement has been reached with American Renal Management LLC d/b/a Innovative Renal Care (“Defendant” or “IRC”) in the class action lawsuit, *In re American Renal Management LLC Data Breach Litigation*, Case No. 3:25-cv-00248-EJR, about a data incident between February 21, 2024 and March 1, 2024 in which an unauthorized actor accessed IRC’s computer systems potentially impacting personally identifiable information of IRC employees, former employees, and patients (the “Data Incident”). The Plaintiffs allege negligence, breach of implied contract, unjust enrichment, and violations of various consumer protection act statutes, among other claims. The Defendant denies all allegations and any wrongdoing.

Who is included in the Settlement? The Defendant’s records indicate you are a Settlement Class Member. The Settlement Class consists of all living persons who were sent a notice from IRC regarding potential impact from the Data Incident discovered by Defendant on or around February 29, 2024 or otherwise determined to have potentially had their personal information impacted by the Data Incident.

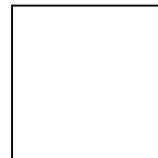
What does the Settlement provide? If approved by the Court, the Defendant will pay \$900,000 into a Settlement Fund to resolve the Litigation. The Settlement Fund will provide cash payments and credit monitoring to Settlement Class Members who submit Valid Claims as well as all Settlement Administration Costs, any Service Awards, and attorneys’ fees and litigation expenses. The Settlement Class Benefits include compensation of documented Out-of-Pocket Losses of up to \$5,000 per Settlement Class Member and/or a Pro Rata Cash Payment estimated to be \$100. Additionally, all Settlement Class Members can also submit a claim for two (2) years of Credit Monitoring.

How do I get Settlement Class Benefits? You must submit a Claim Form by **Month XX, 2026** to receive Settlement Class Benefits. Claim Forms must be submitted online at **www.[website].com** by 11:59 p.m. **XX**, or mailed postmarked by **Month XX, 2026**. Please visit the website for a full description of the Settlement Class Benefits and how to submit a Claim Form.

What are my other options? If you do nothing, you will not receive Settlement Class Benefits, you will remain a Settlement Class Member, and you will give up your rights to sue the Defendant for the claims resolved by this Settlement. If you do not want any benefits, but you want to keep your right to sue the Defendant for the claims resolved by this Settlement, you must exclude yourself from the Settlement Class (called “opting out”). If you do not opt out, you may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing. The Opt-Out and Objection Deadline is **Month XX, 2026**.

The Court’s Final Fairness Hearing. The Court will hold a hearing on **Month XX, 2026** to decide whether to approve Settlement, Class Counsel’s request for \$300,000 for attorneys’ fees plus reasonable out-of-pocket litigation expenses, and the \$2,500 Service Awards to the Representative Plaintiffs. You or your lawyer may attend the hearing at your own expense.

For more information or to update your address: Visit **www.[website].com** for complete details about the Settlement and instructions on how to act on your rights and options. You may also call **(XXX) XXX-XXXX** for more information.



Settlement Administrator - XXXXXX
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

<<Barcode>>

Class Member ID: <<Refnum>>

POSTCARD CLAIM FORM

Claim Forms must be postmarked no later than **Month XX, 2026**.

If you wish to receive your cash payment electronically or want to submit a claim for **Documented Monetary Loss**, you **MUST** submit a Claim Form online or use the full Claim Form available on the Settlement Website.

Class Member ID: <<refnum>> <<first-name>> <<mi>> <<lastname>> <<address1>> <<address2>> <<City>>, <<State>> <<Zip>>

If different from the preprinted data on the left, please print your correct address information.

Address

City

State

Zip Code

Check the box next to the benefit(s) you are claiming:

You may claim both Credit Monitoring and a Pro Rata Cash Payment using this Claim Form. If you also wish to claim Documented Monetary Loss, you must use the Claim Form available at [www.\[website\].com](http://www.[website].com).

☐

Credit Monitoring: Yes, I want to receive two (2) years of one-bureau Credit Monitoring, including dark web monitoring, identity theft insurance coverage for up to \$1,000,000.00, and fully managed identity recovery services.

☐

Pro Rata Cash Payment: Yes, I want to receive a *pro rata* (proportional) cash payment estimated at \$100.*

*Payment amount to be determined after all costs, fees, and awards have been deducted and all Valid Claims submitted.

By signing below, I swear and affirm under the laws of the United States and under penalty of perjury that the information supplied in this Claim Form are true and correct to the best of my knowledge or recollection:

Signature:

Date (MM/DD/YYYY):

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE**

IN RE AMERICAN RENAL
MANAGEMENT LLC DATA BREACH
LITIGATION

Case No. 3:25-cv-00248

Class Action

Jury Demand

District Judge Eli J. Richardson
Magistrate Judge Luke A. Evans

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

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

WHEREAS, Plaintiffs Pamela Futrell-Parham, Steevenson Jolicoeur, Jane Doe, and John Doe (“Plaintiffs”), individually and on behalf of all others similarly situated and Defendant American Renal Management LLC d/b/a Innovative Renal Care (“IRC” or “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 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 who were sent a notice from IRC regarding potential impact from the Data Incident discovered by Defendant on or around February 29, 2024 or otherwise determined to have potentially had their personal information impacted by the Data Incident.

3. The Settlement Class includes approximately 59,400 people. The Settlement Class specifically excludes Defendant IRC, any entity in which it has a controlling interest, and IRC's officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Class is any judge, justice, or judicial officer presiding over this matter, members of their immediate families and their judicial staff, and all persons who validly exclude themselves from the Class.

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 has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this controversy.

5. **Class Representatives and Settlement Class Counsel:** The Court finds that Plaintiffs Pamela Futrell-Parham, Steevenson Jolicoeur, Jane Doe, and John Doe, 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 that 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).

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 Plaintiffs' 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 ____: __.m. on _____, 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 to determine, among other things, whether: (a) this Action should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (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 Incentive 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 Settlement Administration (the "Settlement Administrator") to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims as set forth in the Settlement Agreement and the Notices and

Claim Form attached to the Settlement Agreement as Exhibits A–C. Notice of the Settlement and the Final Approval Hearing shall be given as follows:

- A. Within seven 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 A–C, and (b) finds that the Notice provided to Settlement Class Members as set forth 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 for attorneys’ fees and costs and Class Representative’s request for an Incentive Award, 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 Notice. 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 ninety days after the Notice Completion Date. If a Final Approval Order and Judgment is entered, all Settlement Class Members who do not submit a valid and timely Request for Exclusion, 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 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 60 days after the Notice Completion 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 for Exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release set forth in the Final 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 Requests for Exclusion 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 60 days after the Notice Completion Date

(the “Objection Deadline”) as specified in the Notice and the Settlement Agreement. For an objection to be considered by the Court, the objection must also include all of the information set forth in the Settlement Agreement, which is as follows: (i) the objector’s full name and address, (ii) the case name and docket number, *In re American Renal Management LLC Data Breach Litigation*, Case No. 3:25-cv-00248 (iii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Postcard Notice the individual received, (iv) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position(s), (v) the identity of any and all counsel representing the objector in connection with the objection, (vi) whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, (vii) 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 (viii) objectors must list all prior class action objections in the past three years. Any Settlement Class Member who fails to comply with the provisions in 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, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if a Final Approval Order and Judgment is entered. 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 Incentive 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 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 Settlement Class Representative or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this litigation or in any other lawsuit.

20. Nothing in this order shall be construed as restricting class members' ability to speak with any state's Attorney General's office regarding this matter.

21. **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 Entities.

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

23. **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
Settlement Administrator to Provide CAFA Notice Required by 28 U.S.C. § 1715(b)	No later than 10 days after Plaintiffs' Motion for Preliminary Approval is filed with the Court
Defendant to Provide Contact Information for Settlement Class Members to Settlement Administrator	Within 7 days after Entry of Preliminary Approval Order
Notice Program Commences	30 days after entry of Preliminary Approval Order
Notice Program Concludes	45 days after entry of Preliminary Approval Order
Compliance with CAFA Waiting Period under 28 U.S.C. § 1715(d)	90 days after the Appropriate Governmental Officials are Served with CAFA Notice
Postmark Deadline for Request for Exclusion ("Opt-Out") or Objections	60 days after the Notice Completion Date
Postmark/Filing Deadline to Submit Claims	90 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 Incentive Award.	No later than 45 days prior to the Final Approval Hearing
Deadline for Settlement Administrator to provide counsel with a Declaration reporting on the mailing of the Class Notice and identifying the number of Claim Forms, opt-outs, and objections received	No later than 16 days prior to the Final Approval Hearing
Deadline for Settlement Administrator to File or Cause to be Filed, if Necessary, a Supplemental Declaration with the Court	At least 5 days prior to the Final Approval Hearing
Final Approval Hearing	[DATE, TIME, and LOCATION]
Effective Date	Ten days after when the Final Approval Order has been entered and all times to appeal have expired with no appeal commenced or an appeal or other review proceeding having been commenced,

	having been concluded such and no longer subject to review
Settlement Administrator to pay the Incentive Award to the Class Representatives	Within 30 days after the Effective Date
Attorney's fees and costs awarded by the court are due and payable	Within 7 days after Defendant's balance payment
Settlement Administrator to disburse payments for Valid Claims under the Common Fund and Claims-Made Benefits	Within 30 days after the Effective Date

IT IS SO ORDERED this ____ day of _____, 2026.

ELI J. RICHARDSON
UNITED STATES DISTRICT JUDGE