

Exhibit D

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 breach between February 21, 2024 and March 1, 2024 in which an unauthorized actor accessed IRC’s computer systems compromising sensitive 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).

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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 compromised 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, Jhovanna Salazar, 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.

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 in the 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. 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 the 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