Exhibit F

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 Cass Member upon presentment 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 14:32:15 EDT)
Pamela Futrell-Parham, Plaintiff

Date: 07/14/2026

Steevenson Jolicouer, Plaintiff

Date: 06 / 26 / 2026

John Doe, Plaintiff

Date: 06 / 27 / 2026

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)

Date: 07/14/26

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

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:
B187EB36F12744F...

Date: 7/29/2026

Printed Name:

Chuck Kable

Title:

General Counsel