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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

MANUEL BRUNO, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

U.S. RENAL CARE, INC., an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 2:21-CV-04617-FLA-MBKx

Honorable Fernando L. Aenlle-Rocha
Courtroom 6B

CLASS ACTION

DECLARATION OF LISA PAVLIK ON BEHALF OF SIMPLURIS, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Date:	December 5, 2025
Time:	2:00 p.m.
Courtroom:	6B
Complaint Filed:	March 3, 2021
FAC Filed:	June 24, 2021
SAC Filed:	September 5, 2024
Trial Date:	None Set

DECLARATION OF LISA PAVLIK

I, Lisa Pavlik, hereby declare:

1. I am employed as a Manager of Client Services by Simpluris, Inc. ("Simpluris" or "Settlement Administrator"), the Court-approved settlement administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 415-2872. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was selected by counsel for Manuel Bruno ("Plaintiff") and U.S. Renal Care, Inc. ("Defendant") (together, the "Parties"), and subsequently approved and appointed by the Court, to provide settlement administration services in the *Manuel Bruno v. U.S. Renal Care, Inc.*, Central District of California, Case No. 2:21-CV-04617-FLA-MBK matter. Pursuant to the Second Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement Agreement" or "Settlement"), Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing, calculating, and mailing payments to Plaintiff, Class Counsel, Settlement Class Members, PAGA Group Members, California Labor and Workforce Development Agency ("LWDA"), and itself; (d) printing and mailing the three (3) versions of the Notice of Pendency of Class Action Settlement and Hearing Date for Court Approval ("Notice of Class Action Settlement" or "Class Notice") to the California Class Members, FCRA Class Members, and PAGA Group Members; (e) receiving and validating written letters indicating a request to be excluded from the California Class Settlement and/or FCRA Class Settlement ("Request for Exclusion"), written objections

to the California Class Settlement and/or FCRA Class Settlement ("Notice of Objection"), and written letters disputing the pre-printed information on the Class Notice as to her, his, or their Compensable Work Weeks during the California Class Period ("Compensable Work Week Disputes") submitted by California Class Members and/or FCRA Class Members; (f) calculating Defendant's portion of payroll taxes due on the portion of the Individual California Settlement Payments allocated to wages, including but not limited to Defendant's FICA and FUTA contributions; (g) providing declaration(s) as necessary in support of preliminary and/or final approval of the Settlement; and (h) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

WEBSITE AND TOLL-FREE TELEPHONE HELPLINE

4. Simpluris added the Settlement Agreement on their website, www.simpluris.com/case-search, for Class Members to obtain and view. It was added to the website and was available to the public since August 11, 2025.

5. A toll-free telephone number was included in the Class Notice for the purpose of allowing the Class Members and PAGA Group Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours. The toll-free telephone number included in the Class Notice was (833) 296-0945 and was live on August 11, 2025.

NOTIFICATION TO THE CLASS

6. On or about April 25, 2025, Simpluris received the Court-approved three (3) versions of the Class Notice for Class Members who are only California Class Members, Class Members who are only FCRA Class Members, and Class Members who are both California Class Members and FCRA Class Members. The Class Notices advised Class Members of their right to request exclusion from the Class Settlement, object to the Class Settlement, dispute Compensable Work Weeks, do nothing, and the implications of each such action. The Class Notice advised Class Members of applicable deadlines and other

events, including the Final Approval Hearing, and how Class Members could obtain additional information.

7. On or about April 25, 2025, Defendant's counsel provided Simpluris a list containing each California Class Member's last known full name; last known address; last known home telephone number; Social Security number; and Compensable Work Weeks (collectively, "California Class Information") and each FRCA Class Member's last known full name; last known address; last known home telephone number; and Social Security number (collectively, "FCRA Class Information").

8. The California Class Information and FCRA Class Information contained data for 11,137 individuals. Of the 11,137 individuals, 2,089 individuals were identified to be California Class Members who are credited with 231,912 Compensable Work Weeks and 9,048 individuals were identified to be only FCRA Class Members. Of the 2,089 California Class Members, 1,870 individuals were also identified to be PAGA Group Members who are credited with 87,929 Compensable Pay Periods. Of the 2,089 California Class Members, 996 individuals were identified to be California Class Members, but not FCRA Class Members, and 1,093 individuals were identified to be both California Class Members and FCRA Class Members. There were 10,141 individuals who were identified to be FCRA Class Members.

9. The mailing addresses contained in the California Class Information and FCRA Class Information were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate one thousand nine hundred fifty-two (1,952) updated addresses using NCOA prior to the mailing of the Class Notice.

10. On or about August 11, 2025, the Class Notice was mailed to nine hundred ninety-six (996) individuals identified as Class Members who are only California Class

Members. The Class Notice was mailed via U.S. First Class Mail in English. A copy of the Class Notice is attached hereto as **Exhibit A**.

11. On or about August 11, 2025, the Class Notice was mailed to nine thousand forty-eight (9,048) individuals identified as Class Members who are only FCRA Class Members. The Class Notice was mailed via U.S. First Class Mail in English. A copy of the Class Notice is attached hereto as **Exhibit B**.

12. On or about August 11, 2025, the Class Notice was mailed to one thousand ninety-three (1,093) individuals identified as Class Members who are both California Class Members and FCRA Class Members. The Class Notice was mailed via U.S. First Class Mail in English. A copy of the Class Notice is attached hereto as **Exhibit C**.

13. If a Class Member's Class Notice was returned by the USPS as undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e., skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name and previous address to locate a current address.

a. A total of forty-six (46) Class Notices mailed to Class Members who are only California Class Members were returned to Simpluris. Through the advanced address searches and utilizing the USPS forwarding address database, Simpluris was able to locate twenty-two (22) updated addresses and Simpluris promptly mailed a Class Notice to those updated addresses. There are twenty-four (24) Class Notices mailed to Class Members who are only California Class Members that remain undeliverable.

b. A total of one thousand three hundred seven (1,307) Class Notices mailed to Class Members who are only FCRA Class Members were returned to Simpluris. Through the advanced address searches and utilizing the USPS forwarding address database, Simpluris was able to locate one thousand one hundred five (1,105) updated addresses and Simpluris promptly mailed a Class Notice to those updated addresses. There are two hundred two (202) Class Notices mailed to Class Members who are only FCRA Class Members that remain undeliverable.

c. A total of fifty-one (51) Class Notices mailed to Class Members who are both California Class Members and FCRA Class Members were returned to Simpluris. Through the advanced address searches and utilizing the USPS forwarding address database, Simpluris was able to locate twenty-six (26) updated addresses and Simpluris promptly mailed a Class Notice to those updated addresses. There are twenty-five (25) Class Notices mailed to Class Members who are both California Class Members and FCRA Class Members that remain undeliverable.

REQUESTS FOR EXCLUSION, NOTICE OF OBJECTIONS AND COMPENSABLE WORK WEEK DISPUTES

14. The deadline for Class Members to submit a Request for Exclusion, Notice of Objection, or Compensable Work Week Dispute was September 25, 2025 and the extended Response Deadline for Class Members to whom a Class Notice was re-mailed to was October 9, 2025.

15. As of the date of this declaration, Simpluris has received five (5) Requests for Exclusion. Of the five (5) Requests for Exclusion, one (1) Request for Exclusion is from a California Class Member, and four (4) Requests for Exclusion are from FRCA Class Members.

16. As of the date of this declaration, Simpluris has received zero (0) Notices of Objection from Class Members.

17. As of the date of this declaration, Simpluris has received zero (0) Compensable Work Weeks Disputes from California Class Members.

CLASS MEMBER AWARDS

18. As of the date of this declaration, there are 2,088 California Class Members who did not submit a valid and timely Request for Exclusion ("Settlement California Class

Members") and who will be paid their portion of the Net California Settlement Fund based on their number of Compensable Work Weeks credited during the California Class Period.

19. The Net California Settlement Fund of $1,169,267.50 available to pay Settlement California Class Members was determined by subtracting the Class Counsel Award of attorneys' fees ($625,000.00) and reimbursement of litigation costs and expenses ($17,000.00), Class Representative Service Award ($7,500.00), PAGA Settlement Amount ($258,300.00), FCRA Settlement Amount ($377,932.50), and Settlement Administrator Costs ($45,000.00) from the Gross Settlement Fund of $2,500,000.00.

20. The average estimated Individual California Settlement Payment to Settlement California Class Members is $559.99, the highest estimated Individual California Settlement Payment is $1,053.88, and the lowest estimated Individual California Settlement Payment is $5.04.

21. As of the date of this declaration, there are 10,137 FCRA Class Members who did not submit a valid and timely Request for Exclusion ("Settlement FCRA Class Members") and who will be paid their portion of the FCRA Settlement Amount based on an equal *pro rata* portion of the FCRA Settlement Amount.

22. The estimated Individual FCRA Settlement Payment is $37.28.

23. Additionally, seventy-five percent (75%) of the PAGA Settlement Amount, or $193,725.00, shall be paid to the LWDA and twenty-five percent (25%) of the PAGA Settlement Amount, or $64,575.00, shall be paid to PAGA Group Members based on their number of Compensable Pay Periods credited during the PAGA Period ("PAGA Group Member Amount"). As of the date of this declaration, there are 1,870 PAGA Group Members who will be paid their portion of the PAGA Group Member Amount

24. The average estimated Individual PAGA Settlement Payment is $34.53, the highest estimated Individual PAGA Settlement Payment is $58.02, and the lowest estimated Individual PAGA Settlement Payment is $0.73.

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SETTLEMENT ADMINISTRATOR COSTS

25. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are $45,000.00. Simpluris' work in connection with this matter will continue with posting the Final Approval Order and Judgment online, calculation of the settlement checks, issuance and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of November 2025, in Otsego, Minnesota.

Lisa Pavlik

LISA PAVLIK

Exhibit A

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

In the Matter of
Manuel Bruno v. U.S. Renal Care, Inc.
United States District Court for the Central District of California,
Case No. 2:21-cv-04617-FLA-MBK

«IMbullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
SIMID «SIMID» «City», «State» «Zip»

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.

IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE SETTLEMENT DESCRIBED IN THIS NOTICE

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER

Pursuant to the order of the Court, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:** A settlement has been reached between the parties in a lawsuit pending in the United States District Court for the Central District of California on behalf of a Class consisting of: (1) All current and former non-exempt employees of U.S. Renal Care, Inc. in California during the period beginning March 3, 2019 through February 28, 2023 ("California Class Period") (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) ("California Class Members"); and (2) all of U.S. Renal Care, Inc.'s current and former employees and applicants for employment in the United States who applied for a job with U.S. Renal Care, Inc. for whom a background check was performed during the period from March 3, 2019 through February 28, 2023 ("FCRA Class Period") (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members"). The settlement also pertains to a group of allegedly aggrieved employees consisting of all current and former non-exempt employees of Defendant in California during the period from February 19, 2020 through February 28, 2023 ("PAGA Period") (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) ("PAGA Group" or "PAGA Group Members").

You have received this notice because U.S. Renal Care, Inc.'s ("U.S. Renal Care") records indicate that you were employed by U.S. Renal Care in a non-exempt position in California during the California Class Period. This notice is to advise you of how you can participate in this Settlement or how to be excluded from the California Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the United States District Court for the Central District of California, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a California Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On March 3, 2021, Plaintiff Manuel Bruno, on behalf of himself, all others similarly situated, and other aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a Second Amended Complaint (the "Operative Complaint") and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled *"Manuel Bruno v. U.S. Renal Care, Inc."* Case No. 2:21-cv-04617-FLA-MBK (U.S.D.C. Central District of California) (the "Lawsuit").

The Operative Complaint alleges the following claims: (1) failure to pay overtime wages (California Labor Code sections 510 and 1198); (2) failure to provide meal periods and associated premiums (California Labor Code sections 226.7 and 512(a)); (3) failure to provide rest breaks and associated premiums (California Labor Code section 226.7); (4) failure to pay minimum wages (California Labor Code sections 1194, 1197, 1197.1, and 1198); (5) failure to timely pay wages at termination/resignation (California Labor Code sections 201 and 202); (6) failure to timely pay wages during employment (California Labor Code section 204); (7) failure to provide complaint wage statements (California Labor Code section 226(a)); (8) failure to keep requisite payroll records (California Labor Code section 1174(d)); (9) failure to reimburse business expenses (California Labor Code sections 2800 and 2802); (10) violation of California Business and Professions Code (Labor Code section 17200); (11) violation of the Fair Credit Reporting Act (United States Code section 1681); and (12) violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). U.S. Renal Care denies the allegations in the Lawsuit, denies all liability and contends that Plaintiff's claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and U.S. Renal Care entered into a Second Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement") that resolves the claims on behalf of the persons in the Class.

On March 11, 2025 the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), named Plaintiff Manuel Bruno as a representative of the Class ("Class Representative"), and counsel for Plaintiff, Lawyers *for* Justice, PC, as counsel for the Class ("Class Counsel").

Considering the risks, uncertainties, inconvenience, and expense associated with this Lawsuit, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Lawsuit on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of U.S. Renal Care. The Court has not ruled on the merits of Plaintiff's claims or U.S. Renal Care's defenses.

U.S. Renal Care will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a California Class Member, you need not take any action to receive an Individual California Settlement Payment, but you have the opportunity to request exclusion from the California Class Settlement (in which case you will not receive an Individual California Settlement Payment), object to the California Class Settlement, and/or dispute the number of weeks in which you were employed as a non-exempt employee for Defendant in the State of California during the California Class Period ("Compensable Work Weeks") that are credited to you, if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at https://Simpluris.com/case-search and are also on file with the Office of the Clerk of the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because U.S. Renal Care's records identify you as a member of the California Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Manuel Bruno, who was employed as an employee at U.S. Renal Care in California. The Class Representative is pursuing the Lawsuit on behalf of all other similarly situated current and former non-exempt employees who were employed by U.S. Renal Care in California. The Defendant is U.S. Renal Care, Inc.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff
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Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
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VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 25% of the Gross Settlement Fund (i.e., $625,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed $17,000.00), subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Fund. Class Counsel have been prosecuting the Lawsuit on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

> Without admitting any wrongdoing, U.S. Renal Care has agreed to pay **$2,500,000.00** (the "Gross Settlement Fund") to resolve the Lawsuit, which amount will be fully funded by U.S. Renal Care and includes: (i) Net California Settlement Fund (or payments to the California Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **$45,000.00**, to be approved by the Court; (iii) payment of attorneys' fees not to exceed **$625,000.00** and reasonable litigation costs and expenses not to exceed **$17,000.00** (together "Class Counsel Award"), each to be approved by the Court; (iv) **$258,300.00** allocated to PAGA penalties ("PAGA Settlement Amount"), of which 75% or $193,725.00 will be paid to the California Labor & Workforce Development Agency and 25% or $64,575.00 will be distributed to PAGA Group Members, to be approved by the Court; (v) service payment to the Class Representative in an amount not to exceed **$7,500.00** ("Class Representative Service Award"), to be approved by the Court; and (vi) FCRA Settlement Amount of **$377,932.50** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net California Settlement Fund (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Service Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net California Settlement Fund is estimated to be approximately **$1,169,267.50**.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator's website at https://Simpluris.com/case-search and has also been filed with the Clerk of the Court.

Individual California Settlement Payment to Settlement California Class Members:

Each member of the California Class who does not opt out of the California Class Settlement as described in Section XI below ("Settlement California Class Member") will receive an Individual California Settlement Payment from the Net California Settlement Fund. **Your Individual California Settlement Payment will depend upon the number of Compensable Work Weeks you were employed by U.S. Renal Care during the California Class Period. The average Individual California Settlement Payment is anticipated to be $559.73. This is just an estimate of the average payment to California Class Members.** Your payment could be higher or lower depending on various factors including the number of California Class Members who choose to opt out and the number of Compensable Work Weeks you were employed by U.S. Renal Care.

The calculation of Individual California Settlement Payments is based on data provided by U.S. Renal Care. U.S. Renal Care's records will be determinative with respect to the number of Compensable Work Weeks California Class Members were employed.

Individual PAGA Settlement Payment to PAGA Group Members:

Twenty-five percent (25%) of the PAGA Settlement Amount or $64,575.00 (the "PAGA Group Member Amount") will be distributed to all PAGA Group Members on a pro rata basis based on the total number of pay periods in which each PAGA Group Member was employed as a non-exempt employee for Defendant in the State of California during the PAGA Period ("Compensable Pay Periods").

Your Compensable Work Weeks and Compensable Pay Periods Based on U.S. Renal Care's Records:

According to U.S. Renal Care's records:

From March 3, 2019 through February 28, 2023 (i.e., California Class Period), you were employed by U.S. Renal Care as a non-exempt employee in California for «MERGED_WW» Compensable Work Weeks.

From February 19, 2020 through February 28, 2023 (i.e., PAGA Period), you were employed by U.S. Renal Care as a non-exempt employee in California for «MERGED_PAGA_PayPeriods» Compensable Pay Periods.

If you wish to dispute the Compensable Work Weeks credited to you, you must submit your dispute ("Compensable Work Weeks Dispute") in writing to the Settlement Administrator. The Compensable Work Weeks Dispute must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Work Weeks credited to you, and what you contend is the correct number to be credited to you; (4) attach any documentation that you have to support the dispute; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before September 25, 2025.

<u>Your Estimated Individual California Settlement Payment and Individual PAGA Settlement Payment:</u>

Payments will be made to Settlement California Class Members and PAGA Group Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Compensable Work Weeks each Settlement California Class Member was employed during the California Class Period and based on the number of Compensable Pay Periods each PAGA Group Member was employed during the PAGA Period.

Under the terms of the Settlement, your Individual California Settlement Payment is estimated to be $«MERGED_ClassEstSettAmnt_CALC». The Individual California Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual California Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Settlement Payment is estimated to be $«MERGED_PAGA_EstSettAmnt_CALC». and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual California Settlement Payment and Individual PAGA Settlement Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual California Settlement Payment and Individual PAGA Settlement Payment (if applicable) may be higher or lower.

Once the settlement checks are mailed, Settlement California Class Members and PAGA Group Members will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. <u>RELEASE OF CLAIMS.</u>

"Released California Class Claims" means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the California Class Period, including all of the following claims for relief: (a) failure to pay all wages due, including minimum wages, straight time, and overtime; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to pay all wages timely at the time of termination and/or during employment; (e) failure to provide complete, accurate or properly formatted wage statements; (f) failure to keep requisite payroll records; (g) failure to indemnify necessary business expenses; (h) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; and (i) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief.

"Released PAGA Claims" means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories of the Operative Complaint, arising during the PAGA Period, for civil penalties pursuant to the PAGA for Defendant's alleged failure to: (a) pay all wages due, including minimum wages, straight time, and overtime, (b) provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) provide rest periods and to properly provide premium pay in lieu thereof; (d) pay all wages timely at the time of termination and/or during employment; (e) provide complete, accurate, or properly formatted wage statements; (f) keep requisite payroll records; and (g) indemnify necessary business expenses.

"Released Parties" means Defendant, and any of its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Effective upon final approval by the Court of the Settlement and full funding of the Gross Settlement Fund by U.S. Renal Care, all Settlement California Class Members and PAGA Group Members shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released California Class Claims and Released PAGA Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Fernando L. Aenlle-Rocha on December 5, 2025 at 2:00 p.m., to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Courtroom 6B of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, California 90012. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator's website at https://Simpluris.com/case-search.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a California Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual California Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the Net California Settlement Fund and from the PAGA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the California Class Settlement.

If you do not wish to participate in or be bound by the California Class Settlement, you must submit a written statement requesting to be excluded from the California Class postmarked no later than September 25, 2025 ("Request for Exclusion"). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the California Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before September 25, 2025.

If you request exclusion, you will not receive any money from the Net California Settlement Fund, nor will you be considered to have released your claims alleged in this Lawsuit.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

If you exclude yourself from the California Class Settlement, you will still receive your share of the PAGA Settlement Amount and will still release your Released PAGA Claims.

C. Option Three: You May Object to the California Class Settlement.

If you are a California Class Member, and you do not exclude yourself from the California Class, you may object to the California Class Settlement before final approval of the Settlement by the Court. If you choose to object to the California Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the California Class Settlement, or any portion of it, you must submit any such written objection postmarked no later than September 25, 2025. Settlement California Class Members who wish to object to the Settlement must send to the Settlement Administrator or the Court a written statement objecting to the Settlement. Such objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before September 25, 2025.

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Manuel Bruno v. U.S. Renal Care, Inc.
c/o Settlement Administrator - 8543
P.O. Box 26170
Santa Ana, CA 92799

If you have questions, you may call the Settlement Administrator, toll free at (833) 296-0945. Ask about the *Manuel Bruno v. U.S. Renal Care, Inc.* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR U.S. RENAL CARE.**

Exhibit B

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

In the Matter of
Manuel Bruno v. U.S. Renal Care, Inc.
United States District Court for the Central District of California,
Case No. 2:21-cv-04617-FLA-MBK

«IMbullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
SIMID «SIMID» «City», «State» «Zip»

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.

IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE SETTLEMENT DESCRIBED IN THIS NOTICE

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER

Pursuant to the order of the Court, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:** A settlement has been reached between the parties in a lawsuit pending in the United States District Court for the Central District of California on behalf of a Class consisting of: (1) All current and former non-exempt employees of U.S. Renal Care, Inc. in California during the period beginning March 3, 2019 through February 28, 2023 ("California Class Period") (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) ("California Class Members"); and (2) all of U.S. Renal Care, Inc.'s current and former employees and applicants for employment in the United States who applied for a job with U.S. Renal Care, Inc. for whom a background check was performed during the period from March 3, 2019 through February 28, 2023 ("FCRA Class Period") (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members"). The settlement also pertains to a group of allegedly aggrieved employees consisting of all current and former non-exempt employees of Defendant in California during the period from February 19, 2020 through February 28, 2023 ("PAGA Period") (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) ("PAGA Group" or "PAGA Group Members").

You have received this notice because U.S. Renal Care, Inc.'s ("U.S. Renal Care") records indicate that you were employed as an employee or applied for employment for whom a background check was performed during the FCRA Class Period. This notice is to advise you of how you can participate in this Settlement or how to be excluded from the FCRA Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice is to let you know that there is a class action pending in the United States District Court for the Central District of California, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a FCRA Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On March 3, 2021, Plaintiff Manuel Bruno, on behalf of himself, all others similarly situated, and other aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a Second Amended Complaint (the "Operative Complaint") and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled *"Manuel Bruno v. U.S. Renal Care, Inc."* Case No. 2:21-cv-04617-FLA-MBK (U.S.D.C. Central District of California) (the "Lawsuit").

The Operative Complaint alleges the following claims: (1) failure to pay overtime wages (California Labor Code sections 510 and 1198); (2) failure to provide meal periods and associated premiums (California Labor Code sections 226.7 and 512(a)); (3) failure to provide rest breaks and associated premiums (California Labor Code section 226.7); (4) failure to pay minimum wages (California Labor Code sections 1194, 1197, 1197.1, and 1198); (5) failure to timely pay wages at termination/resignation (California Labor Code sections 201 and 202); (6) failure to timely pay wages during employment (California Labor Code section 204); (7) failure to provide complaint wage statements (California Labor Code section 226(a)); (8) failure to keep requisite payroll records (California Labor Code section 1174(d)); (9) failure to reimburse business expenses (California Labor Code sections 2800 and 2802); (10) violation of California Business and Professions Code (Labor Code section 17200); (11) violation of the Fair Credit Reporting Act (United States Code section 1681); and (12) violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). U.S. Renal Care denies the allegations in the Lawsuit, denies all liability and contends that Plaintiff's claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and U.S. Renal Care entered into a Second Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement") that resolves the claims on behalf of the persons in the Class.

On March 11, 2025 the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), named Plaintiff Manuel Bruno as a representative of the Class ("Class Representative"), and counsel for Plaintiff, Lawyers *for* Justice, PC, as counsel for the Class ("Class Counsel").
Considering the risks, uncertainties, inconvenience, and expense associated with this Lawsuit, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Lawsuit on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of U.S. Renal Care. The Court has not ruled on the merits of Plaintiff's claims or U.S. Renal Care's defenses.

U.S. Renal Care will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a FRCA Class Member, you need not take any action to receive an Individual FCRA Settlement Payment, but you have the opportunity to request exclusion from the FCRA Class Settlement (in which case you will not receive an Individual FCRA Settlement Payment) or object to the FCRA Class Settlement, if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at https://Simpluris.com/case-search and are also on file with the Office of the Clerk of the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because U.S. Renal Care's records identify you as a member of the FCRA Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Manuel Bruno, who was employed as an employee at U.S. Renal Care in California. The Class Representative is pursuing the Lawsuit on behalf of all of U.S. Renal Care's current and former employees and applicants for employment in the United States who applied for a job with U.S. Renal Care for whom a background check was performed during the FCRA Class Period. The Defendant is U.S. Renal Care, Inc.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Selena Matavosian (SBN 348044)
Lawyers *for* Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Defendants
Aaron H. Cole (SBN 236655)
Omar M. Aniff (SBN 315446)
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Park Tower, Fifteenth Floor
695 Town Center Drive
Costa Mesa, CA 92626
Tel: (714) 800-7900 / Fax: (714) 754-1298

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 25% of the Gross Settlement Fund (i.e., $625,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed $17,000.00), subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Fund. Class Counsel have been prosecuting the Lawsuit on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

> Without admitting any wrongdoing, U.S. Renal Care has agreed to pay **$2,500,000.00** (the "Gross Settlement Fund") to resolve the Lawsuit, which amount will be fully funded by U.S. Renal Care and includes: (i) Net California Settlement Fund (or payments to the California Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **$45,000.00**, to be approved by the Court; (iii) payment of attorneys' fees not to exceed **$625,000.00** and reasonable litigation costs and expenses not to exceed **$17,000.00** (together "Class Counsel Award"), each to be approved by the Court; (iv) **$258,300.00** allocated to PAGA penalties ("PAGA Settlement Amount"), of which 75% or $193,725.00 will be paid to the California Labor & Workforce Development Agency and 25% or $64,575.00 will be distributed to PAGA Group Members, to be approved by the Court; (v) service payment to the Class Representative in an amount not to exceed **$7,500.00** ("Class Representative Service Award"), to be approved by the Court; and (vi) FCRA Settlement Amount of **$377,932.50** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net California Settlement Fund (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Service Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net California Settlement Fund is estimated to be approximately **$1,169,267.50**.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator's website at https://Simpluris.com/case-search and has also been filed with the Clerk of the Court.

Individual FCRA Settlement Payment to Settlement FCRA Class Members

Each member of the FCRA Class who does not opt out of the FCRA Class Settlement as described in Section XI below (Settlement FCFA Class Member") will receive an Individual FCRA Settlement Payment. Individual FCRA Settlement Payments will be issued on an equal *pro rata* basis of the FCRA Settlement Amount, or $377,932.50

Payments will be made to Settlement FCRA Class Members based on an equal *pro rata* portion of the FCRA Settlement Amount. Under the terms of the Settlement, your Individual FCRA Settlement Payment is estimated to be $37.27 and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual FCRA Settlement Payment reflected in this Notice is only an estimate. Your actual Individual FCRA Settlement Payment may be higher or lower.

Once the settlement checks are mailed, Settlement FCRA Class Members will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

"Released FCRA Class Claims" means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the FCRA Class Period, relating to background checks including but not limited to claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq*., and similar state laws, including the Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 *et seq*., the Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785 *et seq*., California Business & Professions Code §§ 17200 *et seq*., and similar claims under other state laws, including all damages, punitive damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief.

"Released Parties" means Defendant, and any of its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Effective upon final approval by the Court of the Settlement and full funding of the Gross Settlement Fund by U.S. Renal Care, all Settlement FCRA Class Members shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released FCRA Class Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Fernando L. Aenlle-Rocha on December 5, 2025, at 2:00 p.m., to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Courtroom 6B of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, California 90012. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator's website at https://Simpluris.com/case-search.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual FCRA Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the FCRA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the FCRA Class Settlement.

If you do not wish to participate in or be bound by the FCRA Class Settlement, you must submit a written statement requesting to be excluded from the FCRA Class postmarked no later than September 25, 2025 ("Request for Exclusion"). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the FCRA Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before September 25, 2025.

If you request exclusion, you will not receive any money from the FCRA Settlement Amount, nor will you be considered to have released your claims alleged in this Lawsuit.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

C. Option Three: You May Object to the FCRA Class Settlement.

If you are a Class Member, and you do not exclude yourself from the FCRA Class, you may object to the FCRA Class Settlement before final approval of the Settlement by the Court. If you choose to object to the FCRA Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the FCRA Class Settlement, or any portion of it, you must submit any such written objection postmarked no later than September 25, 2025. Settlement FCRA Class Members who wish to object to the Settlement must send to the Settlement Administrator or the Court a written statement objecting to the Settlement. Such objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before September 25, 2025.

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Manuel Bruno v. U.S. Renal Care, Inc.
c/o Settlement Administrator - 8543
P.O. Box 26170
Santa Ana, CA 92799

If you have questions, you may call the Settlement Administrator, toll free at (833) 296-0945. Ask about the *Manuel Bruno v. U.S. Renal Care, Inc.* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR U.S. RENAL CARE.**

Exhibit C

NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

In the Matter of
Manuel Bruno v. U.S. Renal Care, Inc.
United States District Court for the Central District of California,
Case No. 2:21-cv-04617-FLA-MBK

«IMbFullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
SIMID «SIMID» «BarcodeEncoded» «City», «State» «Zip»

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.

IMPORTANT: YOU MAY BE ENTITLED TO MONEY IF THE COURT APPROVES THE SETTLEMENT DESCRIBED IN THIS NOTICE

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, YOUR RIGHTS AND OPTIONS FOR YOU TO CONSIDER

Pursuant to the order of the Court, **YOU ARE HEREBY NOTIFIED AS FOLLOWS:** A settlement has been reached between the parties in a lawsuit pending in the United States District Court for the Central District of California on behalf of a Class consisting of: (1) All current and former non-exempt employees of U.S. Renal Care, Inc. in California during the period beginning March 3, 2019 through February 28, 2023 ("California Class Period") (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) ("California Class Members"); and (2) all of U.S. Renal Care, Inc.'s current and former employees and applicants for employment in the United States who applied for a job with U.S. Renal Care, Inc. for whom a background check was performed during the period from March 3, 2019 through February 28, 2023 ("FCRA Class Period") (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) ("FCRA Class Members"), referred to together regardless of whether persons are members of one or both of the defined classes ("Class Members"). The settlement also pertains to a group of allegedly aggrieved employees consisting of all current and former non-exempt employees of Defendant in California during the period from February 19, 2020 through February 28, 2023 ("PAGA Period") (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification) ("PAGA Group" or "PAGA Group Members").

You have received this notice because U.S. Renal Care, Inc.'s ("U.S. Renal Care") records indicate that you were employed by U.S. Renal Care in a non-exempt position in California during the California Class Period, and were employed or applied for employment for whom a background check was performed during the FCRA Class Period. This notice is to advise you of how you can participate in this Settlement or how to be excluded from the California Class Settlement and/or FCRA Class Settlement.

PLEASE READ THIS NOTICE CAREFULLY

I. <u>WHAT IS THE PURPOSE OF THIS NOTICE?</u>

This Notice is to let you know that there is a class action pending in the United States District Court for the Central District of California, that you may be a member of the Class for the lawsuit, AND THAT YOU MAY BE ENTITLED TO A PAYMENT AS PART OF THE CLASS SETTLEMENT OF THIS LAWSUIT.

This Notice advises you of the benefits that may be available to you under the proposed Settlement and your rights and options as a Class Member and notifies you that court hearings will be held to approve the Settlement.

II. WHAT IS THE LAWSUIT ABOUT?

On March 3, 2021, Plaintiff Manuel Bruno, on behalf of himself, all others similarly situated, and other aggrieved employees, filed a Class Action Complaint for Damages, and subsequently a Second Amended Complaint (the "Operative Complaint") and a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., entitled *"Manuel Bruno v. U.S. Renal Care, Inc."* Case No. 2:21-cv-04617-FLA-MBK (U.S.D.C. Central District of California) (the "Lawsuit").

The Operative Complaint alleges the following claims: (1) failure to pay overtime wages (California Labor Code sections 510 and 1198); (2) failure to provide meal periods and associated premiums (California Labor Code sections 226.7 and 512(a)); (3) failure to provide rest breaks and associated premiums (California Labor Code section 226.7); (4) failure to pay minimum wages (California Labor Code sections 1194, 1197, 1197.1, and 1198); (5) failure to timely pay wages at termination/resignation (California Labor Code sections 201 and 202); (6) failure to timely pay wages during employment (California Labor Code section 204); (7) failure to provide complaint wage statements (California Labor Code section 226(a)); (8) failure to keep requisite payroll records (California Labor Code section 1174(d)); (9) failure to reimburse business expenses (California Labor Code sections 2800 and 2802); (10) violation of California Business and Professions Code (Labor Code section 17200); (11) violation of the Fair Credit Reporting Act (United States Code section 1681); and (12) violation of California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698). U.S. Renal Care denies the allegations in the Lawsuit, denies all liability and contends that Plaintiff's claims do not have merit and do not meet the requirements for class certification.

After years of litigation, the Plaintiff and U.S. Renal Care entered into a Second Amended Joint Stipulation of Class Action and PAGA Settlement and Release of Claims ("Settlement," "Agreement," or "Settlement Agreement") that resolves the claims on behalf of the persons in the Class.

On March 11, 2025 the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement ("Settlement Administrator"), named Plaintiff Manuel Bruno as a representative of the Class ("Class Representative"), and counsel for Plaintiff, Lawyers *for* Justice, PC, as counsel for the Class ("Class Counsel").

Considering the risks, uncertainties, inconvenience, and expense associated with this Lawsuit, the parties have concluded that it is in the best interests of the parties and the Class Members to settle the Lawsuit on the terms summarized in this Notice.

Counsel for the Plaintiff has determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the members of the Class, subject to a final fairness hearing discussed below. The Settlement is not an admission of liability on the part of U.S. Renal Care. The Court has not ruled on the merits of Plaintiff's claims or U.S. Renal Care's defenses.

U.S. Renal Care will not fire, punish, retaliate, or otherwise discriminate against any current or former employee because he or she chooses to participate in the Settlement, chooses not to participate, or objects to the Settlement.

If you are a Class Member, you need not take any action to receive an Individual California Settlement Payment and/or Individual FCRA Settlement Payment, but you have the opportunity to request exclusion from the California Class Settlement and/or FCRA Class Settlement (in which case you will not receive an Individual California Settlement Payment and/or Individual FCRA Settlement Payment), object to the California Class Settlement and/or FCRA Class Settlement, and/or dispute the number of weeks in which you were employed as a non-exempt employee for Defendant in the State of California during the California Class Period ("Compensable Work Weeks") that are credited to you, if you so choose, as explained more fully in Section XI below.

III. WHERE DO I GET ADDITIONAL INFORMATION?

The information contained in this Notice is only a summary of the litigation and the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed Settlement Agreement and Preliminary Approval Order thereon, which are available at the Settlement Administrator's website at https://Simpluris.com/case-search and are also on file with the Office of the Clerk of the United States District Court for the Central District of California, 350 West First Street, Los Angeles, California 90012. The pleadings and other records in this litigation may also be examined during regular business hours at the same location.

IV. WHY DID I GET THIS NOTICE?

You received this Notice because U.S. Renal Care's records identify you as a member of the California Class and the FCRA Class.

V. WHO ARE THE PARTIES IN THIS CLASS ACTION?

The Plaintiff and Class Representative is Manuel Bruno, who was employed as an employee at U.S. Renal Care in California. The Class Representative is pursuing the Lawsuit on behalf of all other similarly situated current and former non-exempt employees who were employed by U.S. Renal Care in California, and all of U.S. Renal Care's current and former employees and applicants for employment in the United States who applied for a job with U.S. Renal Care for whom a background check was performed during the FCRA Class Period. The Defendant is U.S. Renal Care, Inc.

VI. WHO ARE THE ATTORNEYS FOR THE PARTIES?

Attorneys for Plaintiff
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Selena Matavosian (SBN 348044)
Lawyers *for* Justice, PC
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Attorneys for Defendants
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Omar M. Aniff (SBN 315446)
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
Park Tower, Fifteenth Floor
695 Town Center Drive
Costa Mesa, CA 92626
Tel: (714) 800-7900 / Fax: (714) 754-1298

VII. HOW MUCH WILL CLASS COUNSEL BE PAID?

Class Counsel will seek attorneys' fees in an amount not to exceed 25% of the Gross Settlement Fund (i.e., $625,000.00) and reimbursement of litigation costs and expenses, in an amount not to exceed $17,000.00), subject to approval by the Court. All attorneys' fees, costs, and expenses awarded by the Court will be paid from the Gross Settlement Fund. Class Counsel have been prosecuting the Lawsuit on behalf of the named Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

VIII. WHAT IS THE PROPOSED SETTLEMENT?

The parties have agreed to the Settlement generally described below:

> Without admitting any wrongdoing, U.S. Renal Care has agreed to pay **$2,500,000.00** (the "Gross Settlement Fund") to resolve the Lawsuit, which amount will be fully funded by U.S. Renal Care and includes: (i) Net California Settlement Fund (or payments to the California Class Members who do not opt out); (ii) reasonable Settlement Administrator Costs not to exceed **$45,000.00**, to be approved by the Court; (iii) payment of attorneys' fees not to exceed **$625,000.00** and reasonable litigation costs and expenses not to exceed **$17,000.00** (together "Class Counsel Award"), each to be approved by the Court; (iv) **$258,300.00** allocated to PAGA penalties ("PAGA Settlement Amount"), of which 75% or $193,725.00 will be paid to the California Labor & Workforce Development Agency and 25% or $64,575.00 will be distributed to PAGA Group Members, to be approved by the Court; (v) service payment to the Class Representative in an amount not to exceed **$7,500.00** ("Class Representative Service Award"), to be approved by the Court; and (vi) FCRA Settlement Amount of **$377,932.50** to FCRA Class Members who do not opt out, to be approved by the Court.

The Net California Settlement Fund (subpart (i) above) shall be the amount remaining after deduction of the amounts approved by the Court for Settlement Administrator Costs, Class Counsel Award, PAGA Settlement Amount, FCRA Settlement Amount, and the Class Representative Service Award (as set forth in subparts (ii) — (vi) above). After the deduction of these amounts, the Net California Settlement Fund is estimated to be approximately **$1,169,267.50**.

The foregoing and following is a summary of the Settlement provisions. The specific and complete terms of the proposed settlement are stated in the Settlement Agreement, a copy of which is available at the Settlement Administrator's website at https://Simpluris.com/case-search and has also been filed with the Clerk of the Court.

Individual California Settlement Payment to Settlement California Class Members:

Each member of the California Class who does not opt out of the California Class Settlement as described in Section XI below ("Settlement California Class Member") will receive an Individual California Settlement Payment from the Net California Settlement Fund. **Your Individual California Settlement Payment will depend upon the number of Compensable Work Weeks you were employed by U.S. Renal Care during the California Class Period. The average Individual California Settlement Payment is anticipated to be $559.73. This is just an estimate of the average payment to California Class Members.** Your payment could be higher or lower depending on various factors including the number of California Class Members who choose to opt out and the number of Compensable Work Weeks you were employed by U.S. Renal Care.

The calculation of Individual California Settlement Payments is based on data provided by U.S. Renal Care. U.S. Renal Care's records will be determinative with respect to the number of Compensable Work Weeks California Class Members were employed.

Individual PAGA Settlement Payment to PAGA Group Members:

Twenty-five percent (25%) of the PAGA Settlement Amount or $64,575.00 (the "PAGA Group Member Amount") will be distributed to all PAGA Group Members on a pro rata basis based on the total number of pay periods in which each PAGA Group Member was employed as a non-exempt employee for Defendant in the State of California during the PAGA Period ("Compensable Pay Periods").

Individual FCRA Settlement Payment to Settlement FCRA Class Members

Each member of the FCRA Class who does not opt out of the FCRA Class Settlement as described in Section XI below (Settlement FCFA Class Member") will receive an Individual FCRA Settlement Payment. Individual FCRA Settlement Payments will be issued on an equal *pro rata* basis of the FCRA Settlement Amount, or $377,932.50

Your Compensable Work Weeks and Compensable Pay Periods Based on U.S. Renal Care's Records:

According to U.S. Renal Care's records:

> **From March 3, 2019 through February 28, 2023 (i.e., California Class Period), you were employed by U.S. Renal Care as a non-exempt employee in California for «MERGED_WW» Compensable Work Weeks.**
>
> **From February 19, 2020 through February 28, 2023 (i.e., PAGA Period), you were employed by U.S. Renal Care as a non-exempt employee in California for «MERGED_PAGA_PayPeriods» Compensable Pay Periods.**

If you wish to dispute the Compensable Work Weeks credited to you, you must submit your dispute ("Compensable Work Weeks Dispute") in writing to the Settlement Administrator. The Compensable Work Weeks Dispute must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) clearly state that you dispute the number of Compensable Work Weeks credited to you, and what you contend is the correct number to be credited to you; (4) attach any documentation that you have to support the dispute; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before September 25, 2025.

Your Estimated Individual California Settlement Payment, Estimated Individual FCRA Settlement Payment, and Individual PAGA Settlement Payment:

Payments will be made to Settlement California Class Members pursuant to the Court-approved plan of distribution as described in the Settlement, based on the number of Compensable Work Weeks each Settlement California Class Member was employed during the California Class Period, and payments will be made to PAGA Group Members based on the number of Compensable Pay Periods each PAGA Group Member was employed during the PAGA Period.

Under the terms of the Settlement, your Individual California Settlement Payment is estimated to be $«MERGED_ClassEstSettAmnt_CALC». The Individual California Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of Individual California Settlement Payment and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Settlement Payment is estimated to be $«MERGED_PAGA_EstSettAmnt_CALC» and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Payments will be made to Settlement FCRA Class Members based on an equal *pro rata* portion of the FCRA Settlement Amount. Under the terms of the Settlement, your Individual FCRA Settlement Payment is estimated to be $37.27 and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual California Settlement Payment, Individual FCRA Settlement Payment, Individual PAGA Settlement Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual California Settlement Payment, Individual FCRA Settlement Payment, Individual PAGA Settlement Payment (if applicable) may be higher or lower.

Once the settlement checks are mailed, Settlement California Class Members, Settlement FCRA Class Members, and PAGA Group Members will have one hundred and eighty (180) days to cash their settlement checks. Any checks which remain uncashed after that date shall be transferred to the State of California Office of the Controller Unclaimed Property Division. None of the parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

IX. RELEASE OF CLAIMS.

"Released California Class Claims" means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the California Class Period, including all of the following claims for relief: (a) failure to pay all wages due, including minimum wages, straight time, and overtime; (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to pay all wages timely at the time of termination and/or during employment; (e) failure to provide complete, accurate or properly formatted wage statements; (f) failure to keep requisite payroll records; (g) failure to indemnify necessary business expenses; (h) unfair business practices that could have been premised on the claims, causes of action, or legal theories of relief described above or any of the claims, causes of action, or legal theories of relief pleaded in the Operative Complaint; and (i) all damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief.

"Released FCRA Class Claims" means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint or reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint, arising during the FCRA Class Period, relating to background checks including but not limited to claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq*., and similar state laws, including the Investigative Consumer Reporting Agencies Act, Cal. Civ. Code § 1786 *et seq*., the Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785 *et seq*., California Business & Professions Code §§ 17200 *et seq*., and similar claims under other state laws, including all damages, punitive damages, penalties, interest, and other amounts recoverable under said claims, causes of action, or legal theories of relief.

"Released PAGA Claims" means any and all causes of action and factual or legal theories that were alleged in the Operative Complaint, or reasonably could have been alleged based on the facts and legal theories of the Operative Complaint, arising during the PAGA Period, for civil penalties pursuant to the PAGA for Defendant's alleged failure to: (a) pay all wages due, including minimum wages, straight time, and overtime, (b) provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) provide rest periods and to properly provide premium pay in lieu thereof; (d) pay all wages timely at the time of termination and/or during employment; (e) provide complete, accurate, or properly formatted wage statements; (f) keep requisite payroll records; and (g) indemnify necessary business expenses.

"Released Parties" means Defendant, and any of its past, present, and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

Effective upon final approval by the Court of the Settlement and full funding of the Gross Settlement Fund by U.S. Renal Care, all Settlement California Class Members, Settlement FCRA Class Members, and PAGA Group Members shall fully and irrevocably release, acquit, and forever discharge all of the Released Parties of and from the Released California Class Claims, Released FCRA Class Claims, and Released PAGA Claims.

X. WHEN IS THE FINAL FAIRNESS HEARING?

A final hearing will be held before the Honorable Fernando L. Aenlle-Rocha on December 5, 2025, at 2:00 p.m., to determine whether the proposed Settlement is fair, reasonable and adequate and should be finally approved by the Court. The hearing will take place in Courtroom 6B of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, California 90012. **You are not required to attend the hearing in order to participate in the Settlement.** If the Court finally approves the Settlement as fair, reasonable and adequate, a Final Judgment will be posted on the Settlement Administrator's website at https://Simpluris.com/case-search.

XI. WHAT ARE MY RIGHTS WITH REGARD TO THIS MATTER?

If you fit the description of a Class Member as set forth in this Notice, you have three options. Each option has its own consequences, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, follow.

A. Option One: Do Nothing, Release Your Claims as Stated Above and Receive an Individual California Settlement Payment and/or Individual FCRA Settlement Payment.

Class Counsel, appointed and approved by the Court for Settlement purposes only, will represent your interests. You will receive a settlement payment from the Net California Settlement Fund, the FCRA Settlement Amount, and/or the PAGA Settlement Amount after the settlement has been finally approved by the Court. The judgment will bind all Class Members who do not request exclusion (Option Two below). Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through his or her own lawyer.

B. Option Two: You Can Exclude Yourself from the California Class Settlement and/or FCRA Class Settlement.

If you do not wish to participate in or be bound by the California Class Settlement and/or FCRA Class Settlement, you must submit a written statement requesting to be excluded from the California Class and/or FCRA Class postmarked no later than September 25, 2025 ("Request for Exclusion"). Such a written Request for Exclusion must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a simple statement electing to be excluded from the California Class Settlement and/or FCRA Class Settlement; and (4) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before September 25, 2025.

If you request exclusion, you will not receive any money from the Net California Settlement Fund and/or FCRA Settlement Amount, nor will you be considered to have released your claims alleged in this Lawsuit.

If you request exclusion from the Settlement, you may not pursue any recovery under the Settlement. You may, however, pursue other remedies separate and apart from the Settlement that may be available to you.

If you exclude yourself from the California Class Settlement and/or FCRA Class Settlement, you will still receive your share of the PAGA Settlement and will still release your Released PAGA Claims.

C. Option Three: You May Object to the California Class Settlement and/or FCRA Class Settlement.

If you are a California Class Member, and you do not exclude yourself from the California Class, you may object to the California Class Settlement, and if you are a FCRA Class Member, and you do not exclude yourself from the FCRA Class, you may object to the FCRA Class Settlement before final approval of the Settlement by the Court. If you choose to object to the California Class Settlement and/or FCRA Class Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself), or through an attorney that you hire and pay for yourself.

In order to object to the California Class Settlement and/or FCRA Class Settlement, or any portion of it, you must submit any such written objection postmarked no later than September 25, 2025. Settlement California Class Members and/or Settlement FCRA Class Members who wish to object to the Settlement must send to the Settlement Administrator or the Court a written statement objecting to the Settlement. Such objection must: (1) contain the case name and number of the Action; (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) contain copies of any papers, briefs, or other documents upon which the objection is based; and (5) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before September 25, 2025.

XII. WHO CAN I CONTACT IF I HAVE FURTHER QUESTIONS?

The court-appointed Administrator for this Settlement is as follows:

Manuel Bruno v. U.S. Renal Care, Inc.
c/o Settlement Administrator - 8543
P.O. Box 26170
Santa Ana, CA 92799

If you have questions, you may call the Settlement Administrator, toll free at (833) 296-0945. Ask about the *Manuel Bruno v. U.S. Renal Care, Inc.* Class Settlement. You may also call or e-mail the attorneys for Plaintiff listed in Section VI above. **PLEASE DO NOT CALL THE COURT OR U.S. RENAL CARE.**