

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-MRW

Honorable Fernando L. Aenlle-Rocha
Courtroom 6B

CLASS ACTION

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

1 This matter has come before the above-entitled Court on Plaintiff Manuel
2 Bruno's ("Plaintiff") Renewed Motion for Preliminary Approval of Class Action
3 Settlement ("Motion"). Having considered the Motion, Memorandum of Points and
4 Authorities in Support Thereof, and the various declarations submitted in support
5 of the Motion, including the First Amended Joint Stipulation of Class Action and
6 PAGA Settlement and Release of Claims ("Settlement," "Agreement," or
7 "Settlement Agreement") entered into by and between Plaintiff and Defendant U.S.
8 Renal Care Inc. ("Defendant"), and the three versions of the Notice of Pendency of
9 Class Action Settlement and Hearing Date for Court Approval ("Class Notice"),
10 and **GOOD CAUSE** appearing, **IT IS ORDERED** that the Motion is **GRANTED**,
11 subject to the following findings and orders:

12 1. This Order incorporates by reference the definitions in the Settlement
13 Agreement, and all terms defined therein shall have the same meaning in this
14 Order as set forth in the Settlement Agreement.

15 2. The Court grants preliminary approval of the First Amended Joint
16 Stipulation of Class Action and PAGA Settlement and Release of Claims attached as
17 "**EXHIBIT 1**" to the Declaration of Selena Matavosian in Support of Plaintiff's
18 Renewed Motion for Preliminary Approval of Class Action Settlement. This is
19 based on the Court's determination that the Settlement falls within the range of
20 possible approval as fair, adequate, and reasonable.

21 3. It appears to the Court on a preliminary basis that the Settlement is
22 fair, adequate, and reasonable. It appears to the Court that extensive and costly
23 investigation and research have been conducted such that counsel for the parties, at
24 this time, are able to reasonably evaluate their respective positions. It further
25 appears to the Court that the Settlement, at this time, will avoid substantial
26 additional costs by all parties, as well as avoid the delay and risks that would be
27 presented by the further prosecution of the case. It further appears that the
28 Settlement has been reached as the result of intensive, serious, and non-collusive

1 arms-length negotiations, and was entered into in good faith.

2 4. The Court preliminarily finds that the Settlement, which provides for
3 a Gross Settlement Fund of Two Million Five Hundred Thousand Dollars and Zero
4 Cents (\$2,500,000.00), appears to be within the range of reasonableness of a
5 settlement that could ultimately be granted final approval by this Court. The Gross
6 Settlement Fund includes all Individual California Settlement Payments, Individual
7 FCRA Settlement Payments, Individual PAGA Settlement Payments, Settlement
8 Administrator Costs, Class Counsel Award, Class Representative Service Award,
9 and the LWDA Payment. The Court has reviewed the monetary recovery that is
10 being granted as part of the Settlement and preliminarily finds that the
11 contemplated monetary settlement payments to California Class Members, FCRA
12 Class Members, and PAGA Group Members are fair, adequate, and reasonable
13 when balanced against the probable outcome of further litigation relating to
14 certification, manageability, liability, and damages issues.

15 5. For settlement purposes only, the Court hereby conditionally certifies
16 the following Class:

17 All current and former non-exempt employees of Defendant in
18 California during the California Class Period (or if any such person is
19 incompetent, deceased, or unavailable due to military service, the
20 person's legal representative or successor in interest evidenced by
21 reasonable verification) ("California Class" or "California Class
22 Members").

23 All current and former employees and applicants for employment in
24 the United States who applied for a job with Defendant for whom a
25 background check was performed during the FCRA Class Period (or if
26 any such person is incompetent, deceases, or unavailable due to
27 military service, the person's legal representative or successor in
28

1 interest evidenced by reasonable verification) (“FCRA Class” or
2 “FCRA Class Members”).

3 (California Class Members and FCRA Class Members are referred to
4 together, regardless of whether persons are members of one or both of
5 the defined classes, as “Class” or “Class Members”).
6

7 6. The Court concludes that, for settlement purposes only, the proposed
8 Class meets the requirements for certification under section 23 of the Federal Rules
9 of Civil Procedure in that: (a) the Class is ascertainable and so numerous that
10 joinder of all members of the Class is impracticable; (b) common questions of law
11 and fact predominate, and there is a well-defined community of interest amongst
12 the members of the Class with respect to the subject matter of the litigation; (c)
13 Plaintiff’s claims are typical of the claims of the members of the Class; (d) Plaintiff
14 will fairly and adequately protect the interests of the members of the Class; (e) a
15 class action is superior to other available methods for the efficient adjudication of
16 the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiff in
17 his individual capacity and as the representative of the Class.

18 7. The Court finds that Plaintiff Manuel Bruno is a suitable
19 representative for the Class and hereby preliminarily appoints him as
20 representative for the Class conditionally certified by this Order.

21 8. The Court hereby appoints Arby Aiwazian, Joanna Ghosh, Brian J. St.
22 John, and Selena Matavosian of Lawyers *for* Justice, PC (“Class Counsel”) as
23 counsel for the Class, pursuant to Federal Rules of Civil Procedure 23(g). The
24 Court finds that Class Counsel has demonstrable experience litigating, certifying,
25 and settling class actions, and will serve as adequate counsel for the Class
26 conditionally certified by this Order. Class Counsel is authorized to act on behalf
27 of Class Members with respect to all acts or consents required by, or which may be
28 given pursuant to, the Settlement, and such other acts reasonably necessary to

1 consummate the Settlement. Any Class Member may enter an appearance through
2 counsel of such individual's own choosing and at such individual's own expense.
3 Any Class Member who does not enter an appearance or appear on his or her own
4 will be represented by Class Counsel.

5 9. The Court hereby appoints Simpluris, Inc. as the Settlement
6 Administrator to administer the Settlement pursuant to the terms of the Settlement
7 Agreement.

8 10. Pursuant to California Labor Code section 2699(l), the Court has
9 reviewed and hereby approves the sum of Two Hundred Fifty-Eight Thousand
10 Three Hundred Dollars and Zero Cents (\$258,300.00) of the Gross Settlement
11 Fund to be allocated to civil penalties for resolution of the claim pursuant to the
12 Private Attorneys General Act ("PAGA Settlement Amount"). The Court approves
13 payment of seventy-five percent (75%) of the PAGA Settlement Amount, or One
14 Hundred Ninety-Three Thousand Seven Hundred Twenty-Five Dollars and Zero
15 Cents (\$193,725.00), to the Labor and Workforce Development Agency ("LWDA
16 Payment") and payment of twenty-five percent (25%) of the PAGA Settlement
17 Amount, or Sixty-Four Thousand Five Hundred Seventy-Five Dollars and Zero
18 Cents (\$64,575.00), to all current and former non-exempt employees of Defendant
19 in California during the PAGA Period (or if any such person is incompetent,
20 deceased, or unavailable due to military service, the person's legal representative
21 or successor in interest evidenced by reasonable verification) ("PAGA Group" or
22 "PAGA Group Members").

23 11. The Court hereby approves, as to form and content, and orders the
24 distribution of the three versions of the Notice of Pendency of Class Action
25 Settlement and Hearing Date for Court Approval (i.e., the Class Notice) attached
26 hereto as "**EXHIBIT 1**" (for mailing to Class Members who are only California
27 Class Members), "**EXHIBIT 2**" (for mailing to Class Members who are only FCRA
28 Class Members), and "**EXHIBIT 3**" (for mailing to Class Members who are both

1 California Class Members and FCRA Class Members). The Class Notice shall be
2 provided to Class Members in the manner set forth in the Settlement Agreement.

3 12. The Court finds that the proposed plan for distribution of the Class
4 Notice substantially in the manner and form as set forth in the Settlement
5 Agreement and this Order meets the requirements of Federal Rule of Civil
6 Procedure 23(e) and due process, is the best notice practicable under the
7 circumstances, and shall constitute due and sufficient notice to all persons entitled
8 thereto. The Court further finds that the Class Notice appears to fully and
9 accurately inform the Class Members of all material elements of the Settlement, of
10 California Class Members' right to be excluded from the California Class
11 Settlement and FCRA Class Members' right to be excluded from the FCRA Class
12 Settlement by submitting a Request for Exclusion, of California Class Members'
13 right to dispute the number of Compensable Work Weeks credited to each of them,
14 and of each Settlement California Class Member's right and opportunity to object
15 to the California Class Settlement and of each FCRA Class Member's right and
16 opportunity to object to the FCRA Class Settlement by sending a written objection
17 to the Settlement Administrator or appearing at the Final Approval Hearing with or
18 without submitting a written objection.

19 13. Within fifteen (15) business days from the date of this Order,
20 Defendant shall provide the Settlement Administrator with the California Class
21 Information and FCRA Class Information, as outlined in the Settlement
22 Agreement. Upon receipt of the California Class Information and FCRA Class
23 Information, the Settlement Administrator shall perform a search using the
24 National Change of Address Database and update the California Class Information
25 and FCRA Class Information with any known or identifiable address changes.
26 Within fourteen (14) calendar days of receipt of the California Class Information
27 and FCRA Class Information, the Settlement Administrator shall mail the
28 designated version of the Class Notice, as appropriate, to each Class Member via

1 First-Class U.S. Mail to his or her most current, known address with a return
2 postage-paid envelope.

3 14. The Court preliminarily approves the proposed procedure for
4 requesting exclusion from the California Class Settlement and FCRA Class
5 Settlement. A California Class Member who wishes to request exclusion from or
6 opt out of the California Class Settlement and a FCRA Class Member who wishes
7 to request exclusion from or opt out of the FCRA Class Settlement must do so by
8 submitting a written letter (“Request for Exclusion”) to the Settlement
9 Administrator, by mail, postmarked on or before the date that is forty-five (45)
10 calendar days from the initial mailing of the Class Notice (“Response Deadline”).
11 The Request for Exclusion must: (a) contain the case name and number of the
12 Action; (b) contain the Class Member’s full name, signature, address, telephone
13 number, and last four (4) digits of Social Security number; (c) contain a simple
14 statement electing to be excluded from the California Class Settlement and/or
15 FCRA Class Settlement; and (d) be submitted by mail to the Settlement
16 Administrator at the specified address, postmarked on or before the Response
17 Deadline. If the Court grants final approval of the Settlement, any such California
18 Class Member who chooses to be excluded from the California Class Settlement
19 will not be entitled to receive an Individual California Settlement Payment and will
20 not be bound by the California Class Settlement or have any right to object, appeal,
21 or comment thereon, and any such FCRA Class Member who requests to be
22 excluded from the FCRA Class Settlement will not be entitled to an Individual
23 FCRA Settlement Payment and will not be bound to the FCRA Class Settlement,
24 or have any right to object, appeal, or comment thereon. PAGA Group Members
25 will still be issued their Individual PAGA Settlement Payment and be bound to the
26 PAGA Settlement, regardless of whether they submit a Request for Exclusion.

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1 15. The Court preliminarily approves the proposed procedure for
2 objecting to the Class Settlement and FCRA Class Settlement. Settlement
3 California Class Members who wish to object to the California Class Settlement
4 and Settlement FCRA Class Members who wish to object to the FCRA Class
5 Settlement may object by submitting a written objection (“Notice of Objection”) to
6 the Settlement Administrator on or before the Response Deadline. A Notice of
7 Objection must: (a) contain the case name and number of the Action; (b) contain
8 the Settlement Class Member’s full name, signature, address, telephone number,
9 and last four (4) digits of Social Security number; (c) contain a written statement of
10 all grounds for the objection accompanied by any legal support for such objection;
11 (d) contain copies of any papers, briefs, or other documents upon which the
12 objection is based; and (e) be submitted by mail to the Settlement Administrator at
13 the specified address, postmarked on or before the Response Deadline. Class
14 Members may appear at the Final Approval Hearing to orally present their
15 objection to the California Class Settlement and/or FCRA Class Settlement
16 regardless of whether they have submitted a Notice of Objection.

17 16. A hearing (“Final Approval Hearing”) is set before the Honorable
18 Fernando L. Aenlle-Rocha in Courtroom 6B of the United States District Court for
19 the Central District of California located at the First Street Courthouse, 350 W. 1st
20 Street, 6th Floor, Los Angeles, California 90012, on _____, 2025,
21 at _____a.m./p.m., to determine all necessary matters concerning the
22 Settlement, including: whether the Settlement of the Action on the terms and
23 conditions provided for in the Settlement is fair, adequate, and reasonable, and
24 should be finally approved by the Court; whether a judgment, as provided in the
25 Settlement, should be entered herein; whether the plan of allocation contained in
26 the Settlement should be approved as fair, adequate, and reasonable to the Class
27 Members; and to finally approve the requests and allocations for the Class
28 Representative Service Award, Class Counsel Award, and Settlement

Administrator Costs.

17. Class counsel shall file a motion for final approval of the Settlement, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

18. Class counsel shall file a motion for final approval of the requests for the Class Representative Service Award and Class Counsel Award, and approval of the Settlement Administrator Costs, along with the appropriate declarations and supporting evidence, by _____, to be heard at the Final Approval Hearing.

19. As of the date this Order is signed, all dates and deadlines associated with the Action shall be stayed, other than those contemplated herein and in the Settlement Agreement and pertaining to the administration of the Settlement.

20. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and all dates provided for in the Settlement Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

DATE: _____

Honorable Fernando L. Aenlle-Rocha
Judge of the United States District Court

EXHIBIT 1

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-MRW

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-MRW (U.S.D.C. Central District of California) (the “Lawsuit”).

This Lawsuit alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) 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 First 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 [insert date of preliminary approval] 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 <<SETTLEMENT ADMINISTRATOR’S WEBSITE>> 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

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Brian J. St. John (SBN 304112)
Selena Matavosian (SBN 348044)
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
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 35% of the Gross Settlement Fund (i.e., \$875,000.00) 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 **\$875,000.00** 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 **\$919,267.50**.

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 **<<SETTLEMENT ADMINISTRATOR’S WEBSITE>>** 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 \$ _____. 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 [REDACTED] 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 [REDACTED] 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 [insert Response Deadline].

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

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 \$ [REDACTED]. 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 \$ [REDACTED] 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. 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 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 [final approval date], at [time a.m./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 <<SETTLEMENT ADMINISTRATOR'S WEB SITE>>.

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 [Response Deadline] ("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 [Response Deadline].

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 [Response Deadline]. 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 [Response Deadline].

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. Class Settlement
Simpluris, Inc.
[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. 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 2

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-MRW

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-MRW (U.S.D.C. Central District of California) (the “Lawsuit”).

This Lawsuit alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) 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 First 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 [insert date of preliminary approval] 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 FCRA 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 <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> 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
410 West Arden Avenue, Suite 203
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 35% of the Gross Settlement Fund (i.e., \$875,000.00) 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 **\$875,000.00** 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 **\$919,267.50**.

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 <<SETTLEMENT ADMINISTRATOR’S WEBSITE>> 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 FCRA 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 \$ [REDACTED] 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 [final approval date], at [time a.m./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 <<SETTLEMENT ADMINISTRATOR’S WEB SITE>>.

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 **[Response Deadline]** ("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 **[Response Deadline]**.

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 **[Response Deadline]**. 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 **[Response Deadline]**.

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. Class Settlement
Simpluris, Inc.
[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. 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 3

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-MRW

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. 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 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-MRW (U.S.D.C. Central District of California) (the “Lawsuit”).

This Lawsuit alleged various claims including claims for (1) Failure to Pay Overtime Wages (Labor Code sections 510 and 1198); (2) Failure to Provide Meal Periods and Associated Premiums (Labor Code sections 226.7 and 512(a)); (3) Failure to Provide Rest Breaks and Associated Premiums (Labor Code section 226.7); (4) Failure to Pay Minimum Wages (Labor Code sections 1194, 1197, and 1197.1); (5) Failure to Timely Pay Wages at Termination/Resignation (Labor Code sections 201 and 202); (6) Failure to Provide Complaint Wage Statements (Labor Code section 226(a)); (7) Failure to Reimburse Business Expenses (Labor Code sections 2800 and 2802); (8) Violation of California Business and Professions Code (Labor Code section 17200); (9) Violation of the Fair Credit Reporting Act (United States Code section 1681); and (10) 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 First 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 [insert date of preliminary approval] 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 [<<SETTLEMENT ADMINISTRATOR’S WEBSITE>>](#) 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
410 West Arden Avenue, Suite 203
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 35% of the Gross Settlement Fund (i.e., \$875,000.00) 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 **\$875,000.00** 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 **\$919,267.50**.

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 <<SETTLEMENT ADMINISTRATOR'S WEBSITE>> 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 \$ [REDACTED]. 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 FCRA 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 [REDACTED] 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 [REDACTED] 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 [insert Response Deadline].

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 \$ [REDACTED]. 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 \$ [REDACTED] 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 \$ [REDACTED] 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 [final approval date], at [time a.m./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 <<SETTLEMENT ADMINISTRATOR’S WEB SITE>>.

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 [Response Deadline] (“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 [Response Deadline].

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 [Response Deadline]. 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 [Response Deadline].

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. Class Settlement
Simpluris, Inc.

[ADDRESS]

If you have questions, you may call the Settlement Administrator, toll free at [Number]. 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.**