Your Personal Information may have been compromised as a result of the Data Breach involving Azura Vascular Care between September 27, 2023, and October 9, 2023, and you may be entitled to benefits from a settlement.

This is <u>not</u> a solicitation from a lawyer. Please read this Notice carefully and completely.

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A proposed \$3.15 million Settlement arising out of a Data Breach has been reached with Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care, Inc. ("Azura"). Between September 27, 2023, and October 9, 2023, an unauthorized third party potentially gained access to Class members' Personal Information. Personal Information could include one or more of the following types of data: names, home addresses, dates of birth, and other demographic and contact information, including emergency contact information, Social Security numbers, drivers' license and state ID numbers, provider identification numbers, insurance policy and guarantor information, diagnosis and treatment information, and other information from patient medical or billing records.
- The Settlement Class includes all natural persons whose Personal Information may have been compromised in the Data Breach disclosed by Azura, including all persons who were sent notice of the Data Breach. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Azura, its subsidiaries, parent companies, successors, predecessors, and any entity in which Azura or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.
- If you are a Class Member, you may be able to receive <u>one</u> of the following Settlement Benefits:

Documented Loss Payment: You may submit a timely and valid Claim Form and provide supporting Reasonable Documentation that you spent money or incurred losses related to the Data Breach for up to \$10,000.

<u>Pro Rata Cash Fund Payment</u>: Instead of selecting a Documented Loss Payment and providing supporting documentation, you may choose to receive a flat cash payment with no documentation. The amount of your Cash Fund Payment depends on the number of valid claims and how much of the Settlement Fund remains after payment of valid Documented Loss Payment claims.

The Settlement Administrator will automatically treat uncured incomplete or defective Documented Loss Payment claims as claims for a Cash Fund Payment.

• Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		
FILE A CLAIM FORM	Submitting a timely and valid Claim Form is the only way that you can receive Settlement Benefits. If you submit a Claim Form, you will give up the right to sue Azura and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.	
SUBMITTED OR POSTMARKED BY: JUNE 30, 2025		
EXCLUDE YOURSELF From This Settlement	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Azura and the Released Parties, for the legal claims this Settlement resolves. If you exclude yourself.	
POSTMARKED BY: MAY 30, 2025	you will give up the right to receive any Settlement Benefits from this Settlement.	
OBJECT TO OR COMMENT ON THE SETTLEMENT Postmarked By: MAY 30, 2025	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement. If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Azura and the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.	
GO TO THE "FINAL Approval" Hearing Date: JUNE 16, 2025	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.	

DO NOTHING If you do nothing, you will not receive a cash payment and you will give up your rights to and the Released Parties for the legal claims this Settlement resolves.	ue Azura
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- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this lawsuit still has to decide whether to approve the Settlement. No Settlement Benefits or Settlement Payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The lawsuit is known as *Steven Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care*, No. 2:24-cv-01148, in the United States District Court for the Eastern District of Pennsylvania (the "Action"), before the Honorable Judge Michael M. Baylson. The individuals who filed this Action are called the "Plaintiffs" and the entity they sued, Azura, is called the "Defendant." The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

Plaintiffs filed this Action against Defendant, individually, and on behalf of members of the Settlement Class whose Personal Information may have been compromised as a result of the Data Breach.

Plaintiffs allege between September 27, 2023, and October 9, 2023, there was unauthorized access by a cybercriminal to the Defendant's network and that Personal Information of certain of Defendant's patients, guarantors, or other affiliated persons was exfiltrated. Plaintiffs brought this Action against Defendant.

The Plaintiffs allege that Azura failed to adequately protect their Personal Information and that they were injured as a result. Azura denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Azura denies these and all other legal claims made in the lawsuit. By entering into the Settlement, Azura is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the class representatives sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who exclude themselves (opt out) from the class.

The Class Representatives in this lawsuit are Plaintiffs Steven Gravley, Sr., Tyrone Banks, and Barbara Welzenbach.

4. Why is there a Settlement?

The Class Representatives and Azura do not agree about the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or Azura. Instead, the Class Representatives and Azura have agreed to settle the Action. The Class Representatives, Defendant, and their respective lawyers believe the Settlement is best for all Class Members because of the benefits available to Settlement Class Members and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

The Settlement Class includes all natural persons whose Personal Information may have been compromised in the Data Breach disclosed by Azura, including all persons who were sent notice of the Data Breach. You may have been sent notice regarding the Data Breach previously by Azura following the incident.

If you have any questions as to whether you are a Class Member, you may contact the Settlement Administrator.

6. Are there exceptions to individuals who are included as Settlement Class Members in the Settlement?

Yes. Excluded from the Settlement Class are: (1) the Judge(s) presiding over the Action and members of their immediate families and their staff; (2) Azura, its subsidiaries, parent companies, successors, predecessors, and any entity in which Azura or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at www.azuradatasettlement.com, or call the Settlement Administrator's toll-free number at 1-800-345-3831 or email azuradatasettlement@rg2claims.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Class Member and you submit a timely and valid Claim Form, you may be eligible to receive <u>one</u> of the following Settlement Benefits:

Documented Loss Payment: You may submit a timely and valid Claim Form and provide supporting Reasonable Documentation that you spent money or incurred losses related to the Data Breach for up to \$10,000 per person.

Examples of Reasonable Documentation include (but are not limited to): credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Class Member must provide supporting documentation.

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

If you file a claim for a Documented Loss Payment and don't submit qualifying documentation, or if your claim is deemed incomplete by the Settlement Administrator, and you do not cure your Claim Form, the Settlement Administrator may automatically treat and consider your claim as eligible for a Cash Fund Payment at the Settlement Administrator's discretion.

<u>Cash Fund Payment</u>: Instead of selecting a Documented Loss Payment, you may file a claim with no documentation to receive a flat, pro rata Cash Fund Payment.

Your Cash Fund Payment may be subject to a pro rata (a legal term meaning equal share) adjustment increase from the Net Settlement Fund if the amount of Approved Claims is insufficient to exhaust the entire Net Settlement Fund. Similarly, in the event the amount of Approved Claims exhausts the amount of the Net Settlement Fund, the amount of Cash Fund Payments may be reduced pro rata accordingly.

In addition, Azura has agreed to take certain remedial measures and enhanced security measures as a result of this Action.

Please review Question 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the two Settlement Benefit options is the best option for you.

9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option is best for you, it is important for you to understand how Settlement Payments will be made. Court awarded attorneys' fees up to a maximum of 35% of the \$3,150,000.00 Settlement Fund, reasonable costs and expenses incurred by Class Counsel, Administrative Expenses for costs of the settlement administration, any applicable taxes, and Service Awards of up to \$2,500 to each of the Class Representatives will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Approved Claims for Documented Loss Payments up to \$10,000 per Class Member will be paid first. If you file for a Documented Loss Payment and don't submit qualifying documentation, or if your claim is deemed incomplete by the Settlement Administrator, and you don't cure your claim, the Settlement Administrator will automatically treat and consider your claim as eligible for a Cash Fund Payment.

2. If money remains in the Settlement Fund after paying Approved Claims for Documented Loss Payments, the amount of the Settlement Fund remaining will be used to create a "Post DL Net Settlement Fund," which will be used to pay all timely and valid Cash Fund Payment claims. The value of Cash Fund Payment is unknown at this time, but will be calculated by subtracting from the Net Settlement Fund the amount paid for Approved Claims for Documented Loss Payments and after those expenses are deducted, the Post DL Net Settlement Fund will be divided pro rata to Class Members with Approved Claims for Cash Fund Payment.

10. What is the value of the Settlement?

The Settlement provides a \$3,150,000.00 Settlement Fund and a confirmation of certain enhanced cybersecurity measures designed to further strengthen Azura's data and information security. Any court-approved Fee Award and Costs, Service Awards to the Class Representatives, taxes due on any interest earned by the Settlement Fund, if necessary, and any Notice and Administrative Expenses will be paid out of the Settlement Fund, and the balance ("Net Settlement Fund") will be used to pay for the above Settlement Benefits. Any costs associated with Azura's enhanced cybersecurity measures have been paid by Azura separate from the Settlement Fund.

11. What am I giving up to receive Settlement Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal issues in this Action that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

12. What are the Released Claims?

Section 4 of the Settlement Agreement describes the Released Claims and the Release, in necessary legal terminology, so please read these sections carefully. The Settlement Agreement is available at www.azuradatasettlement.com. For questions regarding the Release or Released Claims and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 16 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

13. How do I make a claim for Settlement Benefits?

You must submit a timely and valid Claim Form for the Settlement Benefits described in Question 8. Your Claim Form must be submitted online at www.azuradatasettlement.com by **June 30**, **2025**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked** by **June 30**, **2025**. If you are electing the Cash Fund Payment, you may also submit a claim by completing and returning the tear-off Claim Form attached to the mailed notice you received. Claim Forms are also available on the Settlement Website at www.azuradatasettlement.com.com, by calling 1-800-345-3831, by emailing <u>azuradatasettlement@rg2claims.com</u> or by writing to:

Azura Data Settlement c/o RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479

14. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to <u>azuradatasettlement@rg2claims.com</u> or:

Azura Data Settlement c/o RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479

15. When will I receive my Settlement Benefits?

If you file a timely and valid Claim Form, Settlement Benefits will be provided by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

The approval process may take time. Please be patient and check www.azuradatasettlement.com.com for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Andrew W. Ferich of Ahdoot & Wolfson, PC, and Benjamin F. Johns of Shub Johns & Holbrook LLP as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

17. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees up to 35% of the \$3.15 million Settlement Fund and, separately, reimbursement of reasonably incurred litigation costs and expenses. Class Counsel will also ask the Court to approve Service Awards for the Class Representatives of up to \$2,500 each for their efforts in achieving the Settlement. If awarded by the Court, the Fee Award and Costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

Class Counsel's application for the Fee Award and Costs and the Service Awards will be made available on the Settlement Website at www.azuradatasettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to individually sue or continue to sue Azura and/or the Released Parties on your own about the legal claims in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from - or "opting out" of - the Settlement.

18. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following: the case name "*Gravley*, *Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care*"; the name, address, telephone number and unique identifier of the Class Member seeking exclusion; the identity of any lawyer representing the Class Member seeking to opt out; a physical signature of the person(s) seeking exclusion; and a statement to the effect that "I hereby request to be excluded from the proposed Settlement Class in '*Gravley, Sr., et al. v. Fresenius Vascular Care, Inc. d/b/a Azura Vascular Care.*" Any person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Action, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement.

The exclusion request must be mailed to the Settlement Administrator at the following address, and be postmarked by May 30, 2025:

Azura Data Settlement ATTN: Exclusion c/o RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479

You cannot opt out (exclude yourself) electronically or by telephone or email.

Requests for Exclusion may only be done on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

19. If I exclude myself, can I still get anything from the Settlement?

No. If you timely opt-out, you will not be entitled to receive Settlement Benefits, but you will not be bound by the Settlement or any judgment in this Action. You can only get Settlement Benefits if you stay in the Settlement and submit a timely and valid Claim Form.

20. If I do not exclude myself, can I sue Azura for the same thing later?

No. Unless you timely opt out, you give up any right to individually sue any of the Released Parties for the legal claims this Settlement resolves and Releases relating to the Data Breach. You must opt out of this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can tell the Court you object to all or any part of the Settlement.

Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Costs, or to appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may file an objection. A Class Member must file in this Action the objection, together with any briefs, papers, statements, or other materials the Class Member or other person wishes the Court to consider, within 60 days following the Notice Date.

All written objections and supporting papers must clearly

(a) identify the case name and number;

(b) state the Class Member's full name, current mailing address, and telephone number;

(c) contain a statement by the Class Member that he or she believes themself to be a member of the Settlement Class;

(d) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Breach);

(e) identify the specific factual and legal grounds for the objection;

(f) identify whether the objection is an objection to the Settlement in part or in whole;

(g) state whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class;

(h) identify all counsel representing the Class Member, if any;

(i) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past 5 years;

(j) include all documents or writings that the Class Member desires the Court to consider;

(k) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing; and

(1) contain the signature of the Class Member or the Class Member's duly authorized attorney or representative.

All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court either by mailing them to: 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 3-A, or by filing them in person at the Courthouse. All objections must be filed or postmarked on or before the Objection Deadline, as set forth above. Any Class Member who does not make their objections by the Objection Deadline and in the manner set forth above and in the Settlement Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

To be timely, written notice of an objection including all the information above must be mailed to the Settlement Administrator, Class Counsel, and the Court by **May 30, 2025**, at the following addresses:

Court	CLASS COUNSEL	SETTLEMENT ADMINISTRATOR
Clerk of Court 3810 U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106	Andrew Ferich Ahdoot & Wolfson P.C. 201 King of Prussia Rd. Suite 650 Radnor, PA 19087 Benjamin F. Johns Shub Johns & Holbrook LLP Four Tower Bridge 200 Barr Harbor Dr., Suite 400 Conshohocken, PA 19428	Azura Data Settlement ATTN: Objection c/o RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479

If you fail to comply with the requirements for objecting as detailed above, you waive and forfeit any and all rights you may have to appear separately and/or to object to the Settlement and you will be bound by all the terms of the Settlement and by all proceedings, orders, and judgments in the lawsuit.

22. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and costs. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **June 16**, **2025**, **at 11:00 a.m.** before the Honorable Michael M. Baylson of the United States District Court for the Eastern District of Pennsylvania, 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, Courtroom 3-A.

The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.azuradatasettlement.com to confirm the date and time of the Final Approval Hearing has not changed.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for a Fee Award and Costs, and the Service Awards to the Class Representatives. If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you would like to speak at the Final Approval Hearing, the Court will also listen to you or your lawyer speak at the hearing, if you so request.

24. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit an objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mail your written objection on time, the Court will consider it.

25. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt out) and you submit a timely written objection requesting to speak at the hearing, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all the procedures for objecting to the Settlement listed in Question 21 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive Settlement Benefits, and you will give up rights explained in the "Excluding Yourself from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties about the legal issues in this Action that are released by the Settlement relating to the Data Breach.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For more details about the Settlement, please see the Settlement Agreement and other related documents available at www.azuradatasettlement.com, by calling toll-free 1-800-345-3831, by emailing azuradatasettlement@rg2claims.com, by contacting Class Counsel, or by visiting the office of the Clerk's Office, United States District Court for the Eastern District of Pennsylvania, 3810 U.S. Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have questions about the proposed Settlement or anything in this Notice, you may contact the Settlement Administrator at:

Azura Data Settlement c/o RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479

PLEASE DO NOT CONTACT THE COURT OR CHAMBERS TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.