

EXHIBIT A

Settlement Agreement

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

NATHAN FUCHS and CAITLIN BAILEY,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SPECIALTYCARE, INC.,

Defendant.

Civ. Action No.: 3:23-cv-00892

Judge William L. Campbell, Jr.

Magistrate Judge Lynda M. Hill

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Agreement”) is entered into between (1) SpecialtyCare, Inc. (“SpecialtyCare”); and (2) Nathan Fuchs and Caitlin Bailey (collectively “Plaintiffs” or “Class Representatives”) on behalf of themselves and the Restraint of Trade Settlement Subclass defined below and Caitlin Bailey on behalf of the TILA Settlement Subclass defined below. Together, the two subclasses are referred to herein as the “Settlement Class.”

RECITALS

1. Plaintiff Nathan Fuchs filed this case against SpecialtyCare on August 23, 2023, on behalf of himself and a proposed class and proposed collective of surgical neurophysiologists (“SNs”) who work or worked for SpecialtyCare. Miguel Dorta was originally a plaintiff, but he eventually stipulated to dismiss his individual claims against SpecialtyCare with prejudice. Caitlin Bailey was later added as a Plaintiff.

2. Plaintiffs allege that SpecialtyCare’s use of its Associate Repayment Agreement is illegal and violates various laws. After considerable litigation, the claims remaining after summary

judgment and that were set to be tried are alleged violations of the Truth in Lending Act and Tennessee's Unlawful Restraint of Trade law, as well as declaratory judgment on whether payments under the Training Repayment Agreement are lawful liquidated damages or unlawful penalties.

3. SpecialtyCare denies that the Training Repayment Agreement violates any law, including but not limited to the Truth in Lending Act, Tennessee's Unlawful Restraint of Trade law, or any law that would render payments under the Training Repayment Agreement unlawful liquidated damages, penalties, or otherwise unenforceable. SpecialtyCare further denies any wrongdoing, liability, or entitlement to relief arising from Plaintiffs' claims or requested declaratory judgment.

4. The parties previously mediated this case with private mediators, once in May of 2024, and again in January of 2026. Neither mediation resulted in settlement.

5. At the time of the January 2026 mediation, the parties had litigated the entirety of the case, through early motion practice, all fact discovery, and all expert discovery, and cross-motions for summary judgment were fully briefed and pending.

6. After the Court denied both parties' motions for summary judgment in March of 2026, the parties began arms-length discussions between counsel. After several phone and video conversations between counsel, numerous emails exchanging demands and counterproposals, and separate conversations with the private mediator the parties had engaged in January of 2026, the parties reached an agreement in principle on July 1, 2026.

7. Notably, prior to July 1, 2026, the (1) Court had dismissed the Fair Labor Standards Act ("FLSA") claims that Plaintiffs and several opt-in plaintiffs had asserted in this litigation; and (2) the Court had certified the following classes under Rule 23:

The Restraint of Trade Subclass: All SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement at any point from August 23, 2017 to September 26, 2025, excluding (1) any SNs who signed general releases waiving any claims they may have had against SpecialtyCare; (2) SNs who resigned their employment within 30 days; or (3) SNs who qualified for a contractual exception to the repayment obligation as set forth in Paragraph 2 of the Associate Repayment Agreement.

The TILA Subclass: All SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement at any point from August 23, 2022 to September 26, 2025, excluding any SNs who signed general releases waiving any claims they may have had against SpecialtyCare.

Declaratory Judgment Class: All SNs who are employed by SpecialtyCare and subject to the training repayment agreement, excluding (1) any SNs who signed general releases waiving any claims they may have had against SpecialtyCare; (2) SNs who resigned their employment within 30 days; or (3) SNs who qualified for a contractual exception to the repayment obligation as set forth in Paragraph 2 of the Associate Repayment Agreement.

Because the Court dismissed the FLSA claims, the individuals who previously opted in to assert FLSA claims no longer participate in that capacity. To the extent they are members of the certified Rule 23 classes, they participate only as absent class members.

8. In the interest of avoiding the cost and time associated with preparing for and trying this case, as well as any appeals, the parties agree to settle this Action under the terms and conditions memorialized in this Agreement.

DEFINITIONS

9. Action or Litigation means this lawsuit, styled as *Fuchs and Bailey, et al. v. SpecialtyCare, Inc.*, 3:23-cv-00892 (M.D. Tenn.).

10. Agreement means this Settlement Agreement and Release.

11. Class Counsel means Nichols Kaster, PLLP, Towards Justice, and Donati Law, PLLC.

12. Class List means all 371 people whose employee ID numbers are listed on Exhibit 1 to this Agreement.

13. Class Representatives mean Nathan Fuchs and Caitlin Bailey.

14. Court means the United States District Court for the Middle District of Tennessee.

15. Effective Date means the first day after the first date on which all of the following have occurred:

- a. All parties, Class Counsel, and SpecialtyCare's counsel have executed this Agreement;
- b. The Court has issued a preliminary approval order;
- c. Reasonable notice has been given to Settlement Class Members, including providing them an opportunity to opt out of or object to the Settlement;
- d. The Court has entered Final Judgment approving the Settlement and ruled on Class Counsel's fee petition; and
- e. Only if there are written objections filed within the applicable time period and those objections are not later withdrawn, the last of the following events to occur:
 - i. If no appeal is filed, then the date on which the objector's time to appeal the Final Judgment has expired with no appeal or any other judicial review having been taken or sought; or
 - ii. If an appeal of the Final Judgment has been timely filed or other judicial review was taken or sought, the date that order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other

judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

It is the intention of the parties that the Settlement shall not become effective until the Court's Final Judgment has become completely final and until there is no timely recourse by an appellant or objector who seeks to contest the Settlement.

16. Email Notice means the communication in substantially the same form attached hereto as Exhibit 2, subject to Court approval, and which the Settlement Administrator will deliver via email to each Settlement Class Member.

17. Final Approval Order or Final Judgment means the Court's order granting final approval of this Settlement. The parties shall propose the Final Approval Order attached hereto as Exhibit 3, with modifications as necessary to account for the results of notice, as well as Class Counsel's fee petition.

18. Gross Settlement Amount means \$725,000, which shall be the total amount from which the Class Representatives and Settlement Class Members will be paid, from which all out-of-pocket costs of settlement administration will be paid, and from which Class Counsel's attorneys' fees and litigation expenses and Class Representatives' service payments, if approved by the Court, will be paid. Twenty-one (21) days after the Effective Date, SpecialtyCare will pay the Gross Settlement Amount into a common fund, which, to the extent necessary, shall be established and maintained by the Settlement Administrator as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Administrator, on behalf of the Settlement Class, shall be responsible for all administrative, accounting and tax compliance activities in connection with the Qualified Settlement Fund, including any filing necessary to obtain Qualified Settlement Fund status pursuant to Treas. Reg. § 1.468B-1. SpecialtyCare shall

provide the Settlement Administrator any documentation necessary to facilitate obtaining Qualified Settlement Fund status. SpecialtyCare's maximum payment under this Settlement Agreement shall be the Gross Settlement Amount. Except as expressly provided in this Agreement or required by law, SpecialtyCare shall have no obligation to pay any amount in excess of the Gross Settlement Amount. There shall be no reversion to SpecialtyCare from the Gross Settlement Amount under any circumstance.

19. Long Form Notice means the notice in substantially the same form attached hereto as Exhibit 4, which shall be posted on the Settlement Website.

20. Net Settlement Fund means the amount of money remaining after the Gross Settlement Amount is reduced by the following amounts, if approved: (a) reasonable attorneys' fees to Class Counsel; (b) litigation expenses to Class Counsel; (c) the expenses of the Settlement Administrator; and (d) the Class Representatives' service payments.

21. Opt-Out shall refer to a member of the Settlement Class who properly and timely submits a request for exclusion from the Settlement Class as set forth in Paragraph 55.

22. Opt-Out Deadline or Objections Deadline (collectively the "Opt-Out and Objections Deadlines") means the date the Court establishes as the deadline by which Settlement Class Members must mail and postmark a written notice of their intent to opt-out of the Settlement and by which objections to the preliminarily approved Settlement must be filed with the Court. The parties shall jointly request that this date shall be 45 days after the emailing of the Email Notice.

23. Opt-Out List shall refer to the list compiled by the Settlement Administrator identifying those who properly and timely submit a request for exclusion from the Settlement Class and become Opt-Outs.

24. Postcard Notice means the postcard in substantially the same form attached hereto as Exhibit 5, subject to Court approval, and which the Settlement Administrator will mail, via first class U.S. mail, to each Settlement Class Member whose Email Notice is undeliverable.

25. Preliminary Approval means an order from the Court granting preliminary approval of this Settlement such that notice can issue to the Settlement Class. The parties shall propose the Preliminary Approval Order attached hereto as Exhibit 6.

26. Released Parties means SpecialtyCare, Inc., and each of its past, present, or future parents, subsidiaries, divisions, affiliates, related entities, predecessors, successors, assigns, insurers, reinsurers, benefit plans, and each of their respective officers, directors, trustees, managers, members, shareholders, management, representatives, agents, employees, assigns, attorneys, fiduciaries, administrators, trustees, consultants, vendors, and insurers, in their individual, representative, and official capacities.

27. Releasing Parties means the Class Representatives, all Settlement Class Members, and their respective present, former, and future administrators, guardians, agents, assigns, attorneys, executors, heirs, partners, spouses, family members, insurers, predecessors-in-interest and successors, and all those acting or purporting to act on their behalf.

28. Restraint of Trade Settlement Subclass means all SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement (also known as the Associate Repayment Agreement) at any point from August 23, 2017 to June 10, 2026, excluding (1) any SNs who signed general releases waiving any claims they may have had against SpecialtyCare; (2) SNs who resigned their employment within 30 days; or (3) SNs who qualified for a contractual exception to the repayment obligation as set forth in Paragraph 2 of the Associate Repayment Agreement.

29. TILA Settlement Subclass Member means any individual who is a member of the TILA Settlement Subclass who does not file a timely and valid written notice of intent to opt-out by the Opt-Out deadline.

30. Settlement or Settlement Agreement means this Settlement Agreement and Release.

31. Settlement Administrator means ILYM Group, Inc.

32. Settlement Class means the Restraint of Trade Settlement Subclass and the TILA Settlement Subclass.

33. Settlement Class Member means any individual who is a member of the Settlement Class who does not file a timely and valid written notice of intent to opt-out by the Opt-Out deadline.

34. Settlement Website means a website to be established and maintained by the Settlement Administrator at a URL to be agreed upon by the parties, and as described below in Paragraph 53.

35. TILA Settlement Subclass means all SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement (also known as the Associate Repayment Agreement) at any point from August 23, 2022 to June 10, 2026, excluding any SNs who signed general releases waiving any claims they may have had against SpecialtyCare.

36. TILA Settlement Subclass Member means any individual who is a member of the TILA Settlement Subclass who does not file a timely and valid written notice of intent to opt-out by the Opt-Out deadline.

RELIEF AND BENEFITS

37. In exchange for the release of claims described below, SpecialtyCare shall pay the Gross Settlement Amount of \$725,000 and provide the other relief provided for herein.

38. Debt Relief: SpecialtyCare shall not seek to collect from any Settlement Class Member who does not timely and validly opt out of the Settlement any amount allegedly owed under the Training Repayment Agreement, including any amount that SpecialtyCare contends became due or would become due based on that Settlement Class Member's employment status as of June 10, 2026. For avoidance of doubt, this provision applies only to Training Repayment Agreement obligations encompassed by the Settlement and does not release, waive, impair, or otherwise affect SpecialtyCare's rights with respect to any other agreement, obligation, debt, overpayment, property, confidentiality obligation, restrictive covenant, trade secret obligation, fiduciary duty, statutory right, or claim based on conduct unrelated to the Training Repayment Agreement. This paragraph applies only to Settlement Class Members who are bound by the Settlement and does not apply to any individual who timely and validly opts out. For purposes of this paragraph, "current employee" means a Settlement Class Member who was a current employee as of June 10, 2026, and "former employee" means a Settlement Class Member who was a former employee as of June 10, 2026. The employee ID numbers for Settlement Class Members eligible for relief under this paragraph are listed with a star next to their ID number on Exhibit 7.

39. Allocation of Net Settlement Fund to Settlement Class Members: All Settlement Class Members are eligible to receive a payment. The Net Settlement Fund shall be distributed to those Settlement Class Members in the proportions listed on Exhibit 7 subject to any changes resulting from this allocation methodology or data corrections:

(1) from the Gross Settlement Amount, assign 100% of the amount any Settlement Class Members paid to SpecialtyCare under the Associate Repayment Agreement in connection with leaving before completing three years of work to that Settlement Class Member;

(2) divide the remaining balance into three pools, with each pool proportionate to the number of Settlement Class Members listed here:

- a. TILA Settlement Subclass Members: 172
 - b. Restraint of Trade Settlement Subclass Members: 371
 - c. Settlement Class Members who are current employees that would receive debt relief but where the actual value of such relief depends on when/if they leave SpecialtyCare: 125
- (3) divide the pool of money allocated to the TILA Settlement Subclass evenly among TILA Settlement Subclass Members.
- (4) divide the pool of money allocated to the Restraint of Trade Settlement Subclass pro rata based on length of employment for each Restraint of Trade Settlement Subclass Member, with those who have longer tenures receiving more than those with shorter tenures.
- (5) divide the pool of money allocated to the Settlement Class Members identified in paragraph 39(2)(c) above pro rata based on length of employment for each such Settlement Class Member, with those who have shorter tenures receiving more than those with longer tenures.
- (6) reduce all Settlement Class Members' resultant allocations proportionally to account for the reduction of the Gross Settlement Amount to the Net Settlement Fund.
- (7) to the extent any allocations are then under \$100, increase those allocations to \$100 by evenly lowering the other existing allocations.

For the purpose of this Agreement, the amount any Settlement Class Member paid under the Training Repayment Agreement is that amount as of June 10, 2026, whether a Settlement Class Member worked at least three years is based on their status as of June 10, 2026, and current employees' length of employment is based on their status as of June 10, 2026.

40. SpecialtyCare shall have no responsibility for, and shall not be liable for, the allocation methodology, individual settlement allocations, distribution decisions, payment elections, tax characterization, or any dispute among Settlement Class Members, Class Representatives, Class Counsel, or the Settlement Administrator regarding the allocation, calculation, characterization, or distribution of the Net Settlement Fund, except to the extent

caused by SpecialtyCare's failure to provide required data in its possession as provided in this Agreement.

41. Within twenty-one (21) days after the Effective Date, SpecialtyCare shall fund the Gross Settlement Amount. Within fourteen (14) days after receipt of the Gross Settlement Amount and all information reasonably necessary to complete distributions, the Settlement Administrator shall mail checks or otherwise distribute settlement amounts to Settlement Class Members, Class Counsel, and the Class Representatives as approved by the Court. The parties shall work in good faith to resolve any issues regarding missing data or similar issues. Payment shall be made via check unless the Settlement Class Member contacts the Settlement Administrator to arrange for a different method of payment.

42. SpecialtyCare shall have no obligation to fund the Gross Settlement Amount unless and until the Effective Date occurs. No interest shall accrue on the Gross Settlement Amount before the date SpecialtyCare is required to fund the Settlement under this Agreement, including during any objection, appeal, or other judicial review.

43. Attorneys' Fees and Costs: Class Counsel may apply to the Court for an award of reasonable fees and costs to be paid from the Gross Settlement Amount. The amount awarded will constitute the entire fee Class Counsel will receive for work relating to this Action. Costs (i.e., litigation expenses) shall be paid from the Gross Settlement Amount in addition to attorneys' fees in the amount in which they were or are incurred by Class Counsel and are approved for reimbursement by the Court. If approved by the Court, costs and attorneys' fees will be wired to Class Counsel at the same time the amounts are issued to the Settlement Class Members. Should the Court decline to approve any requested fees or costs, or reduce the same, the Settlement shall still be effective.

44. Class Representative Service Payment: Class Counsel will petition the Court for a reasonable service payment to each of the Class Representatives. If approved by the Court, the Settlement Administrator shall distribute these payments to the Class Representatives at the same time that payments are distributed to Settlement Class Members. This amount shall be in addition to any amount paid to the Class Representatives pursuant to paragraph 39 above. Should the Court decline to approve any requested payment, or reduce such payment, the Settlement shall still be effective.

45. Settlement Administrator's Expenses: Reasonable expenses of the Settlement Administrator shall be paid from the Gross Settlement Amount and shall not exceed \$7,999.99. The Settlement Administrator shall act as an independent administrator and fiduciary of the Qualified Settlement Fund, and not as an employee, agent, or representative of SpecialtyCare except solely to the limited extent necessary to perform tax reporting functions expressly required by this Agreement or applicable law. SpecialtyCare shall not be liable for any act, omission, error, delay, tax reporting decision, distribution error, or other conduct of the Settlement Administrator except to the extent caused by SpecialtyCare's own material breach of this Agreement.

46. Uncashed/Unclaimed Monetary Allocations: Settlement Class Members shall have ninety (90) days after checks are mailed to negotiate their checks or contact the Settlement Administrator to arrange for another way to collect payment (i.e., wire, money transfer, etc.). After the ninety (90) day mark, the Settlement Administrator shall transfer the allocated amount for each unclaimed check/allocation to the unclaimed property fund for the state where the Settlement Class Member is last known to reside.

47. Taxes: The Settlement Administrator on SpecialtyCare's behalf will issue to each Settlement Class Member who collected their settlement payment an IRS Form 1099 if required

by law and within the time required by law. Any amounts approved as attorneys' fees and costs will be paid to Class Counsel and will be reported to Class Counsel on an IRS Form 1099. Any amount approved as Class Representative Service Payments will also be paid and reported on an IRS Form 1099. Each Settlement Class Member and each Class Representative shall be solely responsible for the tax consequences of any payment or non-monetary relief received under this Agreement. Neither SpecialtyCare, the Released Parties, Class Counsel, nor the Settlement Administrator makes any representation regarding the tax treatment of any payment or relief. Settlement Class Members and Class Representatives shall be responsible for any federal, state, local, or other taxes, interest, penalties, or other amounts assessed in connection with payments or relief received under this Agreement, except to the extent such amounts are expressly required by law to be paid by SpecialtyCare and cannot be paid from the Gross Settlement Amount.

NOTICE AND RELATED PROCESSES AND OBJECTION AND OPT-OUT REQUIREMENTS

A. NOTICE, WEBSITE, AND PHONE SUPPORT

48. Within fourteen (14) days of executing this Agreement, SpecialtyCare's Counsel shall send the Settlement Administrator the contact information for each Settlement Class Member, including for each Settlement Class Member, the employee ID number listed on Exhibits 1 and 7 with the corresponding full name, email address, last known mailing addresses, and phone number.

49. The Class List and any contact, employment, or allocation information provided in connection with the Settlement shall be used solely for purposes of administering this Settlement, shall be treated as confidential, shall not be used for solicitation or any purpose unrelated to this Settlement, and shall be returned or destroyed after completion of administration, except as necessary for tax, audit, court, or recordkeeping obligations. Class Counsel and the Settlement Administrator shall use Settlement Class Member contact information solely for purposes of

providing Court-approved notice, administering the Settlement, responding to Settlement-related inquiries, and seeking final approval. Nothing in this provision restricts communications authorized by the Court or required by applicable law.

50. Within fourteen (14) days of the Court granting Preliminary Approval, the Settlement Administrator shall send the Email Notice to each Settlement Class Member.

51. If any Email Notice is returned as undeliverable, the Settlement Administrator shall use reasonable skip-tracing or other legally available resources to identify a current mailing address and shall promptly mail the Postcard Notice by first-class U.S. mail to the updated address, or, if no updated address is located, to the last known mailing address available.

52. The Settlement Administrator shall provide Class Counsel and SpecialtyCare's counsel with weekly status reports during the notice period identifying, at minimum, the number of Email Notices sent, Email Notices returned as undeliverable, Postcard Notices mailed, address updates received, opt-out requests received, objections received, disputes or inquiries requiring counsel input, and any material issues affecting administration. The Settlement Administrator shall promptly notify counsel for the parties of any material issue that may affect the timing, accuracy, or adequacy of notice or administration.

53. The Settlement Website will "go live" on the date that the Email Notices are sent. The Settlement Website shall:

- a. Include the Long Form Notice;
- b. Provide Settlement Class Members with information about updating their contact information;
- c. Contain copies of the following pleadings in this matter: the operative complaint and SpecialtyCare's Answer, the Court's summary judgment

order, this Agreement, Class Counsel's fee petition once filed, and copies of any orders issued by the Court in connection with this Settlement, after they are filed;

- d. Provide a toll-free number through which questions can be directed to the Settlement Administrator and shall list a phone number for Class Counsel;
- e. Provide instructions for opting out of the Settlement and instructions for objecting to the Settlement;
- f. Absent agreement by the parties, not be taken down until the close of the check cashing period; and
- g. Be updated as appropriate regarding developments in the Action, such as the establishment of new deadlines by the Court or the filing of an appeal.

The parties shall confer in good faith to agree upon any such updates.

54. Class Counsel will seek from the Settlement Administrator a sworn statement or declaration describing its efforts in the notice process, to be provided to the Court when the parties seek final approval of the Settlement.

OBJECTION AND OPT-OUT REQUIREMENTS

55. Right to Opt Out: All Settlement Class Members will have the right to be excluded from, *i.e.*, to "opt out" of, the Settlement Class. On or before the Opt-Out Deadline, each Settlement Class Member who elects to opt out of the Settlement must send, by mail, written notice addressed to the Settlement Administrator indicating the individual's name and address and stating that the individual desires to opt out of the Settlement or otherwise does not want to participate in the Settlement. Any Settlement Class Member who does not timely (as measured by the postmark on that individual's written notice) opt out of the Settlement by written notice correctly directed to

the Settlement Administrator and containing the requisite information shall remain a member of the Settlement Class and shall be bound by any orders of the Court about the Settlement or the Settlement Class. In no event shall Settlement Class Members who purport to opt out of the Settlement as a group, aggregate, collective, or class involving more than one Settlement Class Member be considered to have opted out successfully. Any Settlement Class Member who fails to timely and validly opt out of the Settlement Class under this Settlement Agreement shall be bound by the terms of this Settlement.

56. SpecialtyCare shall have the unilateral right, but not the obligation, to terminate this Agreement if more than 10 Settlement Class Members, or Settlement Class Members representing more than 3% of the total monetary allocation reflected on Exhibit 7, timely and validly opt out of the Settlement. SpecialtyCare must exercise any such termination right by written notice to Class Counsel within seven (7) days after receiving the final Opt-Out List from the Settlement Administrator.

57. Any individual who timely and validly opts out shall not receive any monetary payment or debt relief under this Agreement, shall not release any claims under this Agreement, and shall not be bound by the Final Approval Order except to the extent the Court otherwise orders.

58. Objections: Any Settlement Class Member who wishes to object to the Settlement must file a timely written statement of objection with the Clerk of Court, and mail a copy of that objection with the requisite postmark to the Settlement Administrator no later than the Objections Deadline. The Settlement Administrator shall transmit the objection to Class Counsel and SpecialtyCare's counsel, within one (1) business day of receipt. The objection must state the case name and number; the basis for and an explanation of the objection; the name, address, telephone number, and, if there is one, the email address of the Settlement Class Member making the

objection; and a statement of whether the Settlement Class Member intends to appear, either with or without counsel. In addition, any objection must be personally signed by the Settlement Class Member and, if represented by counsel, then by counsel. Any Settlement Class Member who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement. No Settlement Class Member shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's Final Approval Order or Final Judgment except by filing and serving written objections in accordance with the provisions of this Agreement. Any Settlement Class Member who fails to object in the manner prescribed shall be deemed to have waived and shall be foreclosed forever from raising any objections to the Settlement. Class Counsel and SpecialtyCare agree that no payments or other consideration shall be provided to any objector or to counsel for any objector to the Settlement in connection with the objector withdrawing an objection, forgoing the right to appeal an objection, or withdrawing an appeal unless such payment is disclosed to and approved by the Court.

MODIFICATION OF SUBCLASS DEFINITIONS AND DISMISSAL OF RULE 23(b)(2)
CLASS CLAIMS

59. The parties agree to jointly request that the Court modify the existing TILA Subclass and Restraint of Trade Subclass definitions to include the end date listed above in the defined TILA Settlement Subclass and defined Restraint of Trade Settlement Subclass, which the parties shall request be collectively termed the "Settlement Class." If the Settlement does not become final for any reason, SpecialtyCare shall retain all rights to seek decertification or modification of any certified class, and to contest manageability, predominance, superiority, adequacy, typicality, commonality, numerosity, liability, damages, and all other issues in the Action or any other proceeding

60. The parties agree to request that the Court approve dismissal of the Declaratory Judgment claim on behalf of the certified Rule 23(b)(2) Class without notice to that class.

RELEASE OF CLAIMS

61. Settlement Class Release: On the Effective Date of this Settlement Agreement, and for the relief described above, all Settlement Class Members who have not timely and properly opted out of the Settlement Class fully and forever release, waive, acquit, and discharge the Released Parties from any and all claims, demands, damages, suits, actions, rights, or causes of action that any Settlement Class Member now has or has had whether known or unknown, suspected or unsuspected, arising out of or relating directly or indirectly in any manner whatsoever to the facts alleged or which could have been alleged in the operative complaint, from the start of any applicable statutory period to June 10, 2026. It is expressly intended and understood by the parties that this Settlement Agreement is to be construed as a complete settlement, accord, and satisfaction of the Settlement Class Members' allegations and claims described in this paragraph. Nothing in this Agreement shall be construed to release any Settlement Class Member's (a) claims or defenses pertaining to rights or obligations not released in paragraph 38 above; or (b) claims, under the Fair Labor Standards Act, unless that Settlement Class Member separately provides a written release of such claim in a manner approved by the Court or otherwise enforceable under applicable law. The parties agree that the Court previously dismissed the FLSA claims asserted in this Action and that absent Settlement Class Members are not releasing FLSA claims through this Rule 23 Settlement.

62. SpecialtyCare's and Class Representatives' Mutual Release: On the Effective Date of this Settlement Agreement, SpecialtyCare shall release and forever discharge the Class Representatives, their dependents, heirs, executors, successors, and assigns, from claims

SpecialtyCare has or may have against them arising out of or relating to the claims, allegations, facts, or defenses asserted in the Action through the Effective Date. This release does not release, waive, impair, or otherwise affect any claim or right SpecialtyCare may have based on post-Effective Date conduct; enforcement of this Agreement; confidentiality, non-disclosure, trade secret, intellectual property, property-return, fiduciary, or restrictive covenant obligations; claims based on fraud, intentional misconduct, or concealment not known to SpecialtyCare as of the Effective Date; or any claim unrelated to the Action. Likewise, on the Effective Date of this Settlement Agreement, and in exchange for the consideration provided under this Agreement, the Class Representatives, on behalf of themselves and any present, former, and future administrators, guardians, agents, assigns, attorneys, executors, heirs, partners, spouses, family members, insurers, predecessors-in-interest and successors, and all those acting or purporting to act on her behalf, shall release and forever discharge the Released Parties from any and all claims, demands, damages, liabilities, obligations, attorneys' fees, costs, actions, causes of action, and rights of any kind, whether known or unknown, suspected or unsuspected, that the Class Representatives have, had, or may claim to have had from the beginning of time through the Effective Date, including without limitation any claims arising out of or relating to their employment with SpecialtyCare, the Training Repayment Agreement, the Action, the facts alleged in the Action, and any alleged tortious, wrongful, unlawful, discriminatory, retaliatory, or improper acts or omissions arising under federal, state, or local law. This release does not release, waive, impair, or otherwise affect any claims, rights, or defenses the Class Representatives may have based on post-Effective Date conduct; enforcement of this Agreement; confidentiality, non-disclosure, trade secret, intellectual property, property-return, fiduciary, or restrictive covenant obligations; claims based on fraud, intentional misconduct, or concealment not known to SpecialtyCare as of the Effective Date; or

any claim unrelated to the Action.

63. The Class Representatives acknowledge that they may later discover facts or claims different from or in addition to those they now know or believe to exist. The Class Representatives nevertheless intend to fully, finally, and forever release all claims released by this Agreement, including unknown, unanticipated, unsuspected, and contingent claims, and expressly assume the risk of any mistake of fact or law unless preserved above.

NO ADMISSION OF LIABILITY

64. Neither this Agreement, the Settlement, the negotiations leading to the Settlement, any act performed or document executed in connection with the Settlement, nor any order approving the Settlement shall be construed, offered, received, or used as evidence of, or deemed to be evidence of, any admission, concession, presumption, or inference of liability, wrongdoing, fault, violation of law, damages, class-wide liability, appropriateness of class certification outside the settlement context, or the validity or enforceability of any claim, defense, or alleged obligation. SpecialtyCare expressly denies all liability, wrongdoing, damages, and entitlement to relief and enters into this Agreement solely to avoid the burden, expense, uncertainty, and disruption of continued litigation, trial, and any appeals.

TIMING OF BRIEFING, FINAL FAIRNESS HEARING, AND PAYMENTS

65. The parties shall jointly move for preliminary settlement approval on or before August 14, 2026, or another date mutually agreed by the parties.

66. Class Counsel and the Class Representatives will file their Motion for Attorneys' Fees and Costs and Payment of the Settlement Administrator's Expenses, as well as the Class Representative Service Payments, no later than fourteen (14) days before the Opt-Out and Objection Deadlines.

67. The parties shall jointly move for final settlement approval no later than fourteen (14) days following the Opt-Out and Objection Deadlines, and the parties shall jointly request a fairness hearing as soon as is practicable.

JURISDICTION AND SETTLEMENT CONTINGENT ON APPROVAL

68. Jurisdiction: The parties shall request that the Court retain jurisdiction to enforce the Settlement Agreement.

69. Settlement Contingent on Final Approval: This Settlement is contingent upon final approval of a class action settlement on behalf of the Settlement Class described herein. This agreement shall terminate and be of no further force or effect without any further action by the parties if (i) the Court determines not to grant preliminary or final approval of this Settlement; and (ii) the parties do not agree to any changes to the Settlement Agreement required by the Court for approval or are unable or do not agree to obtain reconsideration and reversal or appellate review and reversal of any adverse decision by the Court regarding the Class Settlement.

70. No party shall be required to accept any material modification to this Agreement, including any modification affecting the Gross Settlement Amount, scope of release, Settlement Class definition, debt relief, opt-out rights, objection procedures, timing of payment, non-reversionary structure, or SpecialtyCare's denial of liability. If the Court requires a material modification and the parties do not agree to it in writing, either party may terminate the Agreement.

71. Upon final approval of this Agreement by the Court, the Litigation will be dismissed with prejudice in its entirety through the Final Approval Order attached hereto as Exhibit 3.

72. Settlement Modification: The parties may agree by stipulation executed by counsel to modify this Agreement and exhibits thereto to effectuate the purpose of this Agreement or to

conform to guidance from the Court without the need to further amend this Agreement. However, any stipulation modifying the Settlement beyond simply finalizing notices or proposed orders or fixing data errors must be filed with the Court and is subject to the Court's approval.

MISCELLANEOUS

73. The parties agree that all terms of this Agreement are binding regardless of insurance or indemnification.

74. Authority: The signatories below represent they are fully authorized to enter into this Agreement and to bind the parties and the Settlement Class Members.

75. Best Reasonable Efforts and Mutual Full Cooperation: The parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Settlement. The parties to this Agreement will use their best reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary or ordered by the Court, or otherwise, to effectuate this Agreement and the terms set forth in it.

76. Public Statements: The parties shall not issue any press release or public statement regarding the Settlement except as mutually agreed in writing or as required by law, Court order, or public filing obligations. If asked about the Settlement, the parties may state only that the matter has been resolved on a class-wide basis without any admission of liability or wrongdoing by SpecialtyCare, and that SpecialtyCare denies the allegations and settled solely to avoid the burden and expense of continued litigation.

77. Further Proceedings upon Termination: If this Agreement is terminated, not finally approved, reversed on appeal, vacated, or otherwise does not become effective for any reason, the

parties shall be restored to their respective positions in the Action as of July 1, 2026, as if this Agreement had not been executed. In that event, this Agreement, the Settlement, all drafts, negotiations, communications, stipulations, proposed orders, notices, class lists, allocation methodologies, and other settlement-related materials shall be null and void, shall not be admissible or discoverable, and shall not be used or referred to for any purpose in this Action or any other proceeding, including for purposes of seeking or opposing class certification, establishing liability, damages, willfulness, good faith, predominance, manageability, superiority, or the propriety of any claim or defense.

78. Entire Agreement: This Agreement, together with its exhibits, constitutes the full and entire agreement among the parties with regard to the subject matter and supersedes all prior representations, agreements, promises, or warranties, written, oral, or otherwise. No party shall be liable or bound to any other party for any prior representation, agreement, promise, or warranty, oral or otherwise, except for those that are expressly set forth in or attached to this Agreement.

79. Binding: This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

80. Construction: The parties agree that the terms and conditions of this Agreement are the result of lengthy, arm's-length negotiations between the parties and that this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or the party's counsel participated in the drafting of this Agreement.

81. Construction of Captions and Interpretations: Paragraph titles, captions, or headings in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision in it. Each term of this Agreement is contractual and is not merely a recital.

82. Applicable Law. This Agreement will be governed, enforced, and interpreted according to Tennessee law, without regard to choice of law principles.

83. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same Agreement. This Agreement may be executed by signature delivered by facsimile, PDF, text, or .jpg and need not be the original “ink” signature. A complete set of executed counterparts shall be filed with the Court. This Agreement shall become binding upon its execution by the Class Representatives, SpecialtyCare’s authorized representative, SpecialtyCare’s counsel of record in this Action, and Class Counsel.

IN WITNESS WHEREOF the parties and their counsel have caused this Settlement Agreement to be duly executed.

<u>Nathan Fuchs</u>	<u>08/13/2026</u>		
Nathan Fuchs, Class Representative	Date	<u>Chelsey Hadfield</u>	<u>08/13/2026</u>
		For SpecialtyCare, Inc.	Date
<u>Caitlin Bailey</u>	<u>08/13/2026</u>		
Caitlin Bailey, Class Representative	Date	<u>Mark Temple</u>	<u>08/14/2026</u>
<u>Anna Prakash</u>	<u>08/13/2026</u>	Mark Temple	Date
<u>Anna P. Prakash, Class Counsel</u>	Date	SpecialtyCare, Inc.’s Counsel	

EXHIBIT 1

Class List

Employee ID				
2063539	2064634	2065453	2066342	2066839
2063565	2064635	2065454	2066346	2066840
2063574	2064636	2065461	2066347	2066844
2063899	2064688	2065462	2066466	2067038
2063900	2064696	2065463	2066467	2067090
2063901	2064755	2065464	2066468	2067100
2063903	2064774	2065465	2066469	2067101
2064052	2064775	2065469	2066473	2067102
2064053	2064776	2065535	2066474	2067103
2064056	2065123	2065671	2066479	2067106
2064192	2065153	2065674	2066484	2067107
2064201	2065154	2065680	2066549	2067108
2064202	2065155	2065902	2066603	2067126
2064203	2065157	2065903	2066608	2067162
2064275	2065221	2065907	2066610	2067166
2064446	2065223	2065910	2066611	2067178
2064502	2065224	2066063	2066615	2067179
2064503	2065317	2066066	2066621	2067180
2064504	2065318	2066238	2066780	2067190
2064505	2065319	2066239	2066820	2067199
2064507	2065320	2066241	2066825	2067303
2064524	2065327	2066243	2066828	2067304
2064631	2065350	2066248	2066830	2067305
2064632	2065351	2066250	2066832	2067306
2064633	2065352	2066265	2066838	2067307

Employee ID				
2067311	2067839	2068175	2068575	2068970
2067312	2067858	2068196	2068576	2068975
2067317	2067864	2068198	2068581	2068980
2067318	2067875	2068216	2068586	2068981
2067520	2067876	2068299	2068588	2068982
2067521	2067998	2068304	2068616	2068986
2067522	2068000	2068311	2068725	2068994
2067531	2068005	2068312	2068730	2069009
2067535	2068017	2068313	2068738	2069024
2067536	2068018	2068314	2068746	2069025
2067561	2068019	2068316	2068748	2069047
2067686	2068031	2068317	2068759	2069048
2067687	2068032	2068318	2068771	2069064
2067688	2068033	2068320	2068854	2069143
2067703	2068043	2068416	2068855	2069145
2067704	2068109	2068419	2068858	2069146
2067713	2068110	2068421	2068862	2069147
2067714	2068111	2068422	2068863	2069150
2067715	2068112	2068432	2068882	2069157
2067781	2068115	2068439	2068900	2069161
2067782	2068117	2068441	2068960	2069167
2067815	2068119	2068443	2068961	2069284
2067816	2068120	2068459	2068962	2069320
2067829	2068133	2068468	2068963	2069321
2067835	2068174	2068569	2068968	2069322

Employee ID				
2069323	2069553	2069680	2069949	2070249
2069324	2069561	2069681	2069951	2070250
2069325	2069564	2069682	2069952	2070251
2069326	2069565	2069683	2069953	2070252
2069327	2069566	2069695	2069957	2070255
2069328	2069568	2069696	2069961	2070256
2069330	2069569	2069712	2069984	2070259
2069332	2069572	2069721	2070020	2070260
2069335	2069573	2069723	2070021	2070262
2069337	2069599	2069724	2070022	2070263
2069340	2069621	2069729	2070023	2070264
2069341	2069622	2069735	2070026	2070273
2069403	2069623	2069755	2070027	2070280
2069404	2069625	2069784	2070028	2070286
2069405	2069630	2069785	2070029	2070289
2069417	2069635	2069786	2070033	2070361
2069422	2069637	2069795	2070044	2070363
2069424	2069638	2069796	2070165	2070364
2069435	2069642	2069804	2070167	2070371
2069545	2069643	2069813	2070168	2070391
2069546	2069654	2069815	2070172	2070397
2069547	2069666	2069830	2070185	
2069548	2069667	2069841	2070246	
2069550	2069678	2069947	2070247	
2069551	2069679	2069948	2070248	

EXHIBIT 2

Email Notice

You are receiving this email notice because a class action lawsuit against SpecialtyCare, Inc. has settled and you may be eligible for relief under the Settlement.

The lawsuit is known as *Fuchs, et al. v. SpecialtyCare, Inc.*, No. 3:23-cv-00892, and is filed in the United States District Court for the Middle District of Tennessee.

This Notice summarizes the proposed Settlement, under which SpecialtyCare will pay \$725,000 to a Gross Settlement Fund and cease collection on any current or future disputed debt under the Training Repayment Agreement provisions in the Associate Repayment Agreement.

This is summarized below, but the full terms are available at the Settlement website accessible at [URL](#).

Am I a Class Member? This case involves class action claims related to SpecialtyCare's employment practices, including claims related to surgical neurophysiologists ("SNs") paying SpecialtyCare money for leaving before completing three years of work. The SNs who brought this case allege that SpecialtyCare engaged in an unlawful restraint of trade and also violated the Truth in Lending Act ("TILA"). SpecialtyCare denies that it engaged in unlawful conduct or violated any laws.

You are automatically included in the class action claims if you fall within one or both of the following subclasses:

Restraint of Trade Settlement Subclass means all SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement (also known as the Associate Repayment Agreement) at any point from August 23, 2017 to June 10, 2026, excluding (1) any SNs who signed general releases waiving any claims they may have had against SpecialtyCare; (2) SNs who resigned their employment within 30 days; or (3) SNs who qualified for a contractual exception to the repayment obligation as set forth in Paragraph 2 of the Associate Repayment Agreement

TILA Settlement Subclass means all SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement (also known as the Associate Repayment Agreement) at any point from August 23, 2022 to June 10, 2026, excluding any SNs who signed general releases waiving any claims they may have had against SpecialtyCare.

Together, these subclasses are referred to as the "Settlement Class."

What does the Settlement provide? If the Court approves the Settlement, all Settlement Class Members will receive money. The Long Form Notice on the Settlement Website provides additional detail on how amounts will be calculated.

Additionally, SpecialtyCare has agreed not to collect any amounts it says Settlement Class Members owe under the Training Repayment Agreement. If the Settlement is approved and you have an outstanding balance with SpecialtyCare, you will not have to pay it. And if, as of June

10, 2026, you were a current employee and if the Settlement is approved, you would not have to pay SpecialtyCare if you leave before completing three years of work.

How will I get paid? If the Court approves the Settlement, you will be mailed a check. If you want to be paid another way or want to confirm or update your address, please contact the Settlement Administrator or visit the Settlement Website.

What If I Don't Like the Settlement? You can exclude yourself or object. If you do not exclude yourself, you cannot sue SpecialtyCare for the claims released in this case, but you will receive one of the benefits described above. To exclude yourself and keep any rights you may have to sue SpecialtyCare over the legal issues in this lawsuit, write the Settlement Administrator by [date]. If you exclude yourself, you will not receive any of the benefits described above. If you do not exclude yourself, you may object to the proposed Settlement. To do so, you must file a timely written objection with the Clerk of Court by [date].

Who Represents Me? The Court has appointed the law firms of Nichols Kaster, Towards Justice, and Donati Law as Class Counsel. Class Counsel intend to apply to the Court for an award of attorneys' fees in an amount not to exceed \$241,667, costs not to exceed \$206,000, expenses of the Settlement Administrator estimated to be \$7,999.99, and service payments to the two Class Representatives in amounts not to exceed \$5,000 each.

When Will the Court Consider the Settlement? There will be a final approval hearing to consider approval of the proposed Settlement on [date, time and location].

How Do I Get More Information? You can visit the Settlement Website listed above or contact the Settlement Administrator at [email] or [phone], or contact Class Counsel at [email] or [phone].

EXHIBIT 3

Final Approval Order

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

NATHAN FUCHS and CAITLIN BAILEY,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SPECIALTYCARE, INC.,

Defendant.

Civ. Action No.: 3:23-cv-00892

Judge William L. Campbell, Jr.

Magistrate Judge Lynda M. Hill

[PROPOSED] FINAL APPROVAL ORDER

Based on the Motion for Final Approval of the Proposed Settlement, the Final Fairness Hearing, and good cause shown, IT IS HEREBY ORDERED:

1. The Settlement Agreement, dated August ___, 2026, including its exhibits (the “Settlement Agreement”), and the definition of words and terms contained therein, are incorporated by reference in this Order. The terms of this Court’s Preliminary Approval Order are also incorporated by reference in this Order.

2. This Court has jurisdiction over the subject matter of the Action and over the parties, including all members of the following Settlement Class:

Restraint of Trade Settlement Subclass means all SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement (also known as the Associate Repayment Agreement) at any point from August 23, 2017 to June 10, 2026, excluding (1) any SNs who signed general releases waiving any claims they may have had against SpecialtyCare; (2) SNs who resigned their employment within 30 days; or (3) SNs who qualified for a contractual exception to the repayment obligation as set forth in Paragraph 2 of the Associate Repayment Agreement

TILA Settlement Subclass means all SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement (also known as the Associate Repayment

Agreement) at any point from August 23, 2022 to June 10, 2026, excluding any SNs who signed general releases waiving any claims they may have had against SpecialtyCare.

3. The Court hereby finds that the Settlement Agreement is the product of arm's length settlement negotiations between Class Counsel on behalf of Plaintiffs and the Settlement Class and Defense Counsel on behalf of SpecialtyCare. The Court further finds that counsel for the parties are experienced class action lawyers who vigorously asserted the positions of their respective clients.

4. The Court hereby finds and concludes that notice of this action and the opportunity to opt-out of or object to the settlement was disseminated to members of the Settlement Class in accordance with applicable law, as well as the terms set forth in the Settlement Agreement in compliance with this Court's Preliminary Approval Order.

5. The Court further finds and concludes that the notice and settlement award distribution procedures set forth in the Settlement Agreement fully satisfy Rule 23 and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

6. The Court hereby finally approves the Settlement Agreement and the Settlement terms and conditions set forth therein, and finds that the terms and conditions constitute, in all respects, a "fair, reasonable and adequate" settlement as to all Settlement Class Members in accordance with applicable law, and directs its immediate consummation pursuant to its terms and conditions. Specifically, based on the submissions by the parties with their Motions for Preliminary and Final Settlement Approval, the Court finds: (a) That the Class Representatives and Class Counsel have at all times adequately represented the class; (b) that the settlement is the product of

extensive, arm's-length negotiations; (c) that the settlement provides adequate relief for the Class Members, taking into account (1) the costs, risks, and delay of trial and appeal; (2) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-members claims; and (3) the terms of any proposed award of attorneys' fees, including timing of payment; and (d) that the settlement treats Class Members equitably relative to each other.

7. Additionally, the Court finds that the settlement is fair, reasonable, and adequate based on: (a) the complexity and duration of the litigation; (b) the stage of the proceedings; (c) the risk of establishing liability; (d) the risk of establishing damages; (e) the risk of maintaining a class action; (f) the reasonableness of the settlement in light of the best recovery; (g) the range of reasonableness of the settlement in light of all the attendant risks of litigation; and (h) the reaction of the Class, as well as the absence of fraud or collusion and the opinions of Class Counsel and the Class Representative

8. The Court approves payment to each Class Representative of \$_____ from the Gross Settlement Amount for their service as a Class Representative in this case. The Court further approves Class Counsel's application for \$_____ in attorneys' fees and \$_____ in out-of-pocket litigation expenses. The Court also approves the payment of \$_____ to the Settlement Administrator.¹ These amounts shall be paid from the Gross Settlement Amount. The Court finds that the requested attorneys' fees are in line with the parties' Settlement Agreement, and are reasonable in light of: (a) the time and labor required, the novelty, complexity, difficulty of the questions involved, and the skill requisite to perform the legal service properly; (b) the likelihood that the acceptance of the particular employment will preclude other employment by the lawyer; (c) the fee, or rate of fee, customarily charged in the locality

[¹ The requested amounts will be filled in with Class Counsel's forthcoming fee petition and this proposed order with those amounts resubmitted at that time.]

for legal services of a comparable or similar nature; (d) the significance of, or amount involved in, the subject matter of the representation, the responsibility involved in the representation, and the results obtained; (e) the time limitations imposed by the client or by the circumstances and, as between attorney and client, any additional or special time demands or requests of the attorney by the client; (f) the nature and length of the professional relationship with the client; (g) the experience, reputation, diligence, and ability of the lawyer or lawyers performing the service and the skill, expertise, or efficiency of effort reflected in the actual providing of such services; (h) whether the fee is fixed or contingent, and, if fixed as to amount or rate, then whether the client's ability to pay rested to any significant degree on the outcome of the representation; and (i) Class Counsel's lodestar. The Court finds that the amount of time spent and the rates charged by Class Counsel are reasonable. The Court further finds that the costs requested are in line with the parties' Settlement Agreement and are reasonable and relevant to the litigation.

9. The Court orders compliance with the Settlement Agreement in all respects. The Court reserves jurisdiction over all matters arising out of the Settlement Agreement.

10. This Court hereby dismisses this Action and all claims with prejudice, without costs to any party, except as expressly provided for in the Settlement Agreement.

11. Finding that there is no just reason for delay, the Court orders that this Final Approval Order and Judgment shall constitute a final judgment that is binding on the parties and the Settlement Class. The Clerk of the Court is directed to enter this Order on the docket forthwith.

Dated: _____

Honorable William L. Campbell, Jr.
District Court Judge

Exhibit 4

Long Form Notice



United States District Court for the Middle District of Tennessee

Fuchs, et al. v. SpecialtyCare, Inc.

Case No. 3:23-cv-00892

Class Action Notice

Authorized by the U.S. District Court

Were you an SN
employed by
SpecialtyCare and
subject to the
training
repayment
agreement at any
point from August
23, 2017 to June
10, 2026?

There is a class
action settlement.

You may be
entitled to money
and/or full relief
of disputed debt.

To be part of this
settlement, you do
not need to do
anything.

To opt out of the
settlement or
object, follow the
instructions
below.

Important things to know:

- If you take no action, you will be bound by the settlement, and your rights will be affected.
- You can learn more at: [\[website\]](#).

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Fuchs, et al. v. SpecialtyCare, Inc.* brought on behalf of certain surgical neurophysiologists ("SNs"). **You received this notice because you may be a member of the group of people affected, called the "class."** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Do Nothing	You will receive a payment. If SpecialtyCare contends you owe under the Associate Repayment Agreement or could owe money for leaving prior to completing three years of work, you will not have to pay SpecialtyCare.
Opt Out	Get no payment or debt relief. Allows you to bring another lawsuit against SpecialtyCare about the same issues.
Object	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**
Settlement approval hearing: **[date]**

Learning About the Lawsuit

What is this lawsuit about?

In 2023, a class action lawsuit was filed against SpecialtyCare. The lawsuit was brought on behalf of SNs who dispute SpecialtyCare's practice of requiring payment from SNs who leave prior to working three years. The existing claims in the lawsuit allege SpecialtyCare's conduct constitutes an unlawful restraint of trade under Tennessee law and violates the Truth in Lending Act ("TILA").

SpecialtyCare denies all allegations of wrongdoing and liability. SpecialtyCare maintains that its practices were lawful and that it has complied with all applicable laws.

The Court has not decided the case on behalf of either side.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:

[\[website\]](#)

Why is there a settlement in this lawsuit?

In 2026, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members and changes to the practices that caused the harm.

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: Fred D. Thompson U.S. Courthouse and Federal Building, 719 Church Street, Courtroom 6B, Nashville, TN 37203 .

When: [\[time\]](#) on [\[date\]](#).

The Court has directed the parties to send you this notice about the

proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made and debt relief will only happen if the Court approves the settlement.

You don't have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [\[website\]](#).

Learning About the Settlement

What does the settlement provide?

SpecialtyCare has agreed to pay \$725,000 into a settlement fund and to not collect any amounts it contends are due or could be due from class members under the Training Repayment Agreement.

The money will be divided among the class members and will also be used to pay for costs and fees approved by the Court, including the cost of administering this settlement. Members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue SpecialtyCare for the same issues in this lawsuit. The full terms of the release can be found [\[here\]](#).

How do I know if I am part of this settlement?

You are a part of this settlement and considered a "class member" if you fall within one or both of the following subclasses:

Restraint of Trade Settlement Subclass means all SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement (also known as the Associate Repayment Agreement) at any point from August 23, 2017 to June 10, 2026, excluding (1) any SNs who signed general releases waiving any claims they may have had against

(3) SNs who qualified for a contractual exception to the repayment obligation as set forth in Paragraph 2 of the Associate Repayment Agreement.

TILA Settlement Subclass means all SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement (also known as the Associate Repayment Agreement) at any point from August 23, 2022 to June 10, 2026, excluding any SNs who signed general releases waiving any claims they may have had against SpecialtyCare.

How much will my payment be?

The settlement provides money to all class members. Additionally, if SpecialtyCare has agreed not to collect any debt it contends class members owe under the Associate Repayment Agreement. This means that if the settlement is approved and you have an outstanding balance with SpecialtyCare, you will not have to pay it. And if, as of June 10, 2026, you were a current employee and if the settlement is approved, you would not have to pay SpecialtyCare if you leave before completing three years of work.

The monetary amounts are expected to range from at least \$100 to approximately \$10,727 and were determined using the following steps:

(1) from the Gross Settlement Amount, assign 100% of the amount any settlement class members paid to SpecialtyCare under the Associate Repayment Agreement in connection with leaving before completing three years of work to that settlement class member;

(2) divide the remaining balance into three pools, with each pool proportionate to the number of settlement class members listed here:

- a. TILA Settlement Subclass Members: 172
- b. Restraint of Trade Settlement Subclass Members: 371
- c. Settlement class members who are current employees that would receive debt relief but where the actual value of such relief depends on when/if they leave SpecialtyCare: 125

(3) divide the pool of money allocated to the TILA Settlement Subclass evenly among TILA Settlement Subclass Members.

(4) divide the pool of money allocated to the Restraint of Trade Settlement Subclass pro rata based on length of employment for each Restraint of Trade Settlement Subclass member, with those who have longer tenures receiving more than those with shorter tenures.

(5) divide the pool of money allocated to the settlement class members identified in paragraph (2)(c) above pro rata based on length of employment for each such settlement class member, with those who have shorter tenures receiving more than those with longer tenures.

(6) reduce all settlement class members' resultant allocations proportionally to account for the anticipated reduction of the Gross Settlement Amount to the Net Settlement Fund.

(7) to the extent any allocations are then under \$100, increase those allocations to \$100 by evenly lowering the other existing allocations.

For the purpose of these allocations, the amount any settlement class member paid under the Training Repayment Agreement is that amount as of June 10, 2026, whether a settlement class member worked at least three years is based on their status as of June 10, 2026, and current employees' length of employment is based on their status as of June 10, 2026.

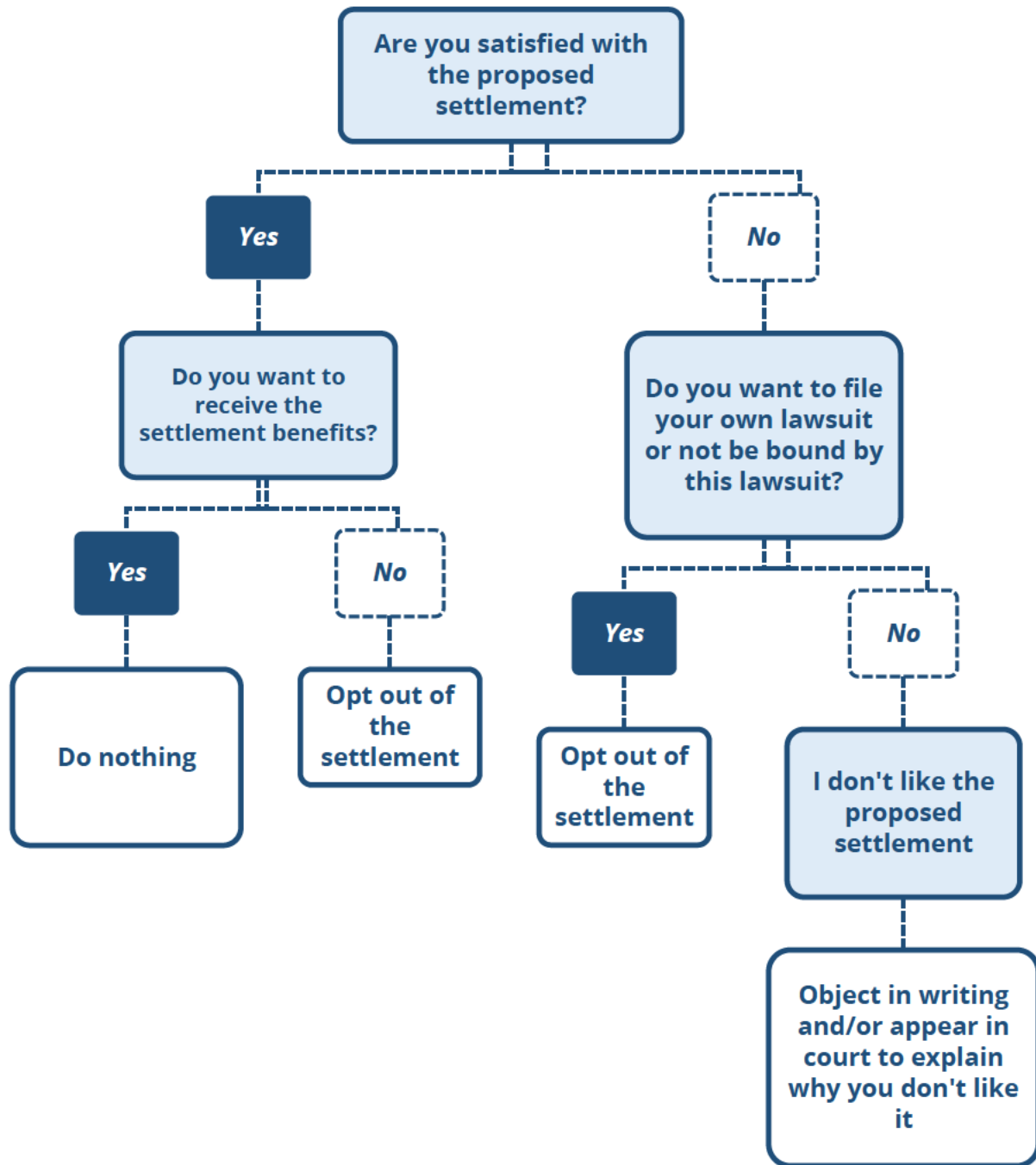
Deciding What to Do

How do I weigh my options?

You have three options. This chart shows the effects of each option:

	Opt out	Object	Do Nothing
Can I receive settlement money or money and debt relief if I . . .	NO	YES	YES
Am I bound by the terms of this lawsuit if I . . .	NO	YES	YES
Can I pursue my own case if I . . .	YES	NO	NO
Will the class lawyers represent me if I . . .	NO	NO	YES

What is the best path for me?



Participating in the Settlement

How do I get a payment and/or debt relief if I am a class member?

You do not need to do anything to receive a check. If you wish to verify or update your address or request a different method of payment, please contact the Settlement Administrator at XX. If SpecialtyCare contends you have a balance due or if you could have a balance due if you were to leave SpecialtyCare before completing three years of work, you do not have to do anything because SpecialtyCare will not try to collect from you.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers: Anna Prakash and Joshua O'Neill of Nichols Kaster, PLLP, Juno Turner and Rachel Dempsey of Towards Justice, and Bryce Ashby of Donati Law. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the settlement fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$241,667 total in attorneys' fees plus up to \$206,000 for the reimbursement of out-of-pocket expenses.

Lawyers' fees and expenses will only be awarded if approved by the

Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$5,000 to each of the Class Representatives for the time and effort they contributed to the case.

And the costs of the Settlement Administrator are expected to be \$7,999.99, which the lawyers will request reimbursement for as well.

If approved by the Court, these amounts will be paid from the settlement fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment or debt relief and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. You cannot exclude yourself from the program changes called for by the proposed settlement.

How do I opt out?

To opt out of the settlement, you must complete the opt out form included with this notice and mail it by [date] to the Settlement Administrator at:

[Settlement Administrator]
[Street address]
[City, State, Zip Code]
[Phone Number]

Be sure to include your name, address, telephone number, and signature.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that:

- (1) is postmarked by [date];
- (2) includes the case name and number (Fuchs, et al. v. SpecialtyCare, Inc., No. 3:23-cv-00892;
- (3) includes your full name, address and telephone number, and email address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (6) your signature.

Mail the letter to:

[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number]	U.S. District Court Fred D. Thompson U.S. Courthouse & Federal Bldg. 719 Church Street, Suite 1300 Nashville, TN 37203
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Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will receive settlement benefits, and you will be bound by the settlement and its "release" provisions. That means you won't be able to start, continue, or be part of any other lawsuit against SpecialtyCare about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found [here].

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [here](#). To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [\[website\]](#)
- visit the Clerk's office of the Court (address below).

Resource	Contact Information
Case website	[website]
Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number]
Your Lawyers	Nichols Kaster, PLLP 80 South Eighth Street, STE 4700 Minneapolis, MN 55402 Towards Justice 1580 N. Logan Street, STE 600 PMB 44465 Denver, CO 80203-1994 Donati Law, PLLC 1545 Union Avenue Memphis, TN 38104
Court (DO NOT CONTACT)	U.S. District Court Fred D. Thompson U.S. Courthouse & Federal Bldg. 719 Church Street, Suite 1300 Nashville, TN 37203

EXHIBIT 5

Postcard Notice



United States District Court

Fuchs, et al. v. SpecialtyCare, Inc.

Case No. 3:23-cv-00892

QR Code

Class Action Notice

Authorized by the U.S. District Court

Were you an SN employed by SpecialtyCare and subject to the training repayment agreement at any point from August 23, 2017 to June 10, 2026?

There is a class action settlement.

You may be entitled to money and/or full relief of disputed debt.

To be part of this settlement, you do not need to do anything.

To opt out of the settlement or object, follow the instructions at the link below or by scanning the QR Code above.

Key things to know:

- This is an important legal document.
- If you take no action, any ruling from the court will apply to you, and you will not be able to sue SpecialtyCare about the same issues.
- If you have questions or need assistance, please call [phone number]
- You can learn more at [website] or by scanning the QR code above.

Court-Approved Legal Notice



This is an important notice about a class action lawsuit.

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

EXHIBIT 6

Preliminary Approval Order

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

NATHAN FUCHS and CAITLIN BAILEY,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

SPECIALTYCARE, INC.,

Defendant.

Civ. Action No.: 3:23-cv-00892

Judge William L. Campbell, Jr.

Magistrate Judge Lynda M. Hill

[PROPOSED] ORDER GRANTING PRELIMINARY SETTLEMENT APPROVAL

Based on the parties' Joint Motion for Preliminary Approval of the proposed class action Settlement in this matter, and good cause shown therein, Preliminary Approval, including the requested modification of the subclass definitions, is GRANTED as set forth below in accordance with Rule 23 of the Federal Rules of Civil Procedure and other applicable law.

1. Settlement Class. Pursuant to Fed. R. Civ. P. 23, the Court modifies the existing definitions of the TILA Subclass and Restraint of Trade Subclass so the new definitions are as follows:

Restraint of Trade Settlement Subclass: all SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement (also known as the Associate Repayment Agreement) at any point from August 23, 2017 to June 10, 2026, excluding (1) any SNs who signed general releases waiving any claims they may have had against SpecialtyCare; (2) SNs who resigned their employment within 30 days; or (3) SNs who qualified for a contractual exception to the repayment obligation as set forth in Paragraph 2 of the Associate Repayment Agreement

TILA Settlement Subclass: all SNs who are or were employed by SpecialtyCare and subject to the training repayment agreement (also known as the Associate Repayment Agreement) at any point from August 23, 2022 to June 10, 2026, excluding any SNs who signed general releases waiving any claims they may have had against SpecialtyCare.

Together, these subclasses are referred to as the “Settlement Class.”

2. Class Counsel and Class Representatives. Consistent with the Court’s earlier ruling on class certification Nichols Kaster, PLLP; Towards Justice; and Donati Law remain Class Counsel and Nathan Fuchs and Caitlin Bailey remain Class Representatives.

3. Preliminary Approval of the Settlement is within the Range of Reasonableness. The Court preliminarily finds the Settlement within the range of reasonableness based on the:

- (a) the complexity, duration, and procedural posture of the Action;
- (b) the risks and costs of continued litigation;
- (c) the significant relief for Settlement Class Members;
- (d) the adequacy of representation that Fuchs, Bailey, and Class Counsel provided;
- (e) the absence of fraud or collusion between the parties in reaching the Settlement;
- and
- (f) the equitable allocation of funds between class members.

4. Class Notice. The parties’ Email Notice, Postcard Notice, and Long Form Notice are APPROVED for distribution in accordance with the Settlement Agreement. The parties are permitted to make non-substantive changes prior to distribution and posting, including to include applicable deadlines and contact information.

5. Settlement Administrator. ILYM Group, Inc. is APPOINTED as Settlement Administrator

6. Opt-Outs and Objections. Members of the Settlement Class shall have the right to opt out of or object to this Settlement pursuant to the procedures included in the Settlement Agreement. The deadline to opt out or object is 45 days from the sending of the Email Notice, or

45 days after the initial mailing of the Postcard Notice as to any Settlement Class Member that is sent such a notice.

7. Effect of Failure to Approve Settlement. If the Settlement is not finally approved by the Court, or for any other reason the parties fail to obtain a Final Approval Order as contemplated in the Settlement Agreement, or if the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

- a. All orders and findings entered in connection with the Settlement shall become null and void and have no further force or effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;
- b. Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against either party;
- c. Neither the Settlement nor any publicly disseminated information regarding the Settlement, including, without limitation, the Notices, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either party's withdrawal from the Settlement, any failure of the Court to approve the Settlement and/or any objections or interventions may be used as evidence.

8. Final Approval Hearing. A Final Approval Hearing is set for _____, 202__, at _____, in Courtroom _____.

Dated: _____

Honorable William L. Campbell
District Court Judge

EXHIBIT 7

Monetary Allocation Percentages

Employee ID	Gross Percentage Share of \$725,000
-------------	-------------------------------------

2067522	0.111404%
2065221	0.151775%
2069630*	0.268240%
2068005	0.106164%
2069435*	0.266217%
2068588*	0.180908%
2065454	0.227371%
2070020*	0.292225%
2066473	0.118101%
2069625*	0.268240%
2067126	0.173997%
2067815	0.162352%
2068416*	0.054634%
2069143*	0.139665%
2069325*	0.266371%
2069422*	0.266217%
2070246*	0.320044%
2069064*	0.154803%
2065155	0.250855%
2068311	2.076050%
2066839	0.113443%
2067303	0.186612%
2069678*	0.269396%
2070260*	0.320044%
2065320	0.252116%
2067101*	0.074141%
2067688*	0.046968%
2064696	0.258521%
2070286*	0.320044%
2064056	0.379243%
2067713*	0.001262%

Asterisk indicates that person is also eligible for relief from disputed debt

Gross percentgae share of \$725,000 is prior to reduction for any awarded fees, costs, administration expenses, or service payments, and before application of the \$100 floor.

2064502	0.140032%
2065154	0.106262%
2068980*	0.272639%
2070247*	0.320044%
2069683*	0.269396%
2069735*	0.270879%
2068738	0.229331%
2068746*	0.168874%
2069984*	0.283372%
2070028*	0.292225%
2067318	0.107814%
2064503	0.355175%
2065680	0.263665%
2068854	0.220501%
2070165*	0.308095%
2065350	0.316262%
2066832	0.221354%
2068459*	0.008248%
2067704	0.168368%
2069573*	0.267164%
2069637*	0.268240%
2067520*	0.547331%
2064053	0.314709%
2067103*	0.065989%
2070256*	0.320044%
2067106	0.199908%
2067190*	0.088794%
2068421	0.133531%
2067875	0.160411%
2066610	0.235328%
2070033*	0.292225%
2068863*	0.165381%
2065318	0.140712%

2068019	0.153716%
2068963*	0.254778%
2066250*	0.562262%
2070044*	0.292225%
2066347	0.156433%
2068468	0.133531%
2069337*	0.144419%
2068117*	1.095513%
2070021*	0.292225%
2069949*	0.283372%
2068216*	0.217629%
2068771*	0.140052%
2067715*	0.067360%
2068110*	0.325062%
2064201	0.371868%
2067038*	0.104709%
2069545*	0.267164%
2069048*	0.271491%
2066248	0.106553%
2069424*	0.114142%
2068858	0.220501%
2068616	0.237290%
2068960*	0.272640%
2069146*	0.268663%
2069147*	0.121519%
2069681*	0.269397%
2066780	0.166526%
2067162*	0.070841%
2068961*	0.272640%
2069548*	0.267166%
2064774	0.221354%
2066239	0.188069%
2069599*	0.269397%

2068000*	0.009898%
2066549	0.137509%
2069785*	0.136074%
2068900*	0.177345%
2069024*	0.271492%
2064776	0.115869%
2068031	0.153716%
2070263*	0.320046%
2067687*	0.097774%
2068962*	0.272640%
2069561*	0.152281%
2069729*	0.270880%
2066479	0.244644%
2065223	0.151968%
2065910	0.276086%
2064446	0.171377%
2064202	0.263665%
2069321*	0.121422%
2064203	0.371868%
2063574	0.232222%
2068304	0.139548%
2069330*	0.266372%
2067178	2.112926%
2069696*	0.269397%
2070248*	0.320046%
2068314	0.139548%
2069796*	0.273363%
2066238*	1.805033%
2063539	0.322763%
2068748*	0.128797%
2069621*	0.268241%
2067307	0.186612%
2064635	0.119654%

2065224	0.324510%
2067858	0.160411%
2069948*	0.283374%
2068586	0.238650%
2069161*	0.169749%
2068882	0.220502%
2069405*	0.266218%
2070371*	0.346694%
2067108	0.199908%
2068043	0.134306%
2063903	0.383899%
2069723*	0.270880%
2068111	0.108688%
2069145*	0.128699%
2068032*	0.007666%
2070167*	0.308097%
2067521*	0.032023%
2068432	0.133531%
2069815*	0.275105%
2069335*	0.266372%
2068725	0.229332%
2069622*	0.268241%
2064632	0.136830%
2068419*	0.383185%
2069322*	0.266372%
2066844	0.105582%
2070280*	0.320046%
2070250*	0.320046%
2069813*	0.273363%
2069724*	0.270880%
2067304	0.127320%
2068986*	0.272640%
2069784*	0.121906%

2065463	0.308303%
2069635*	0.268241%
2069680*	0.269397%
2068443*	0.061939%
2069712*	0.269397%
2068569	0.238650%
2065535	4.144993%
2064507	0.118392%
2065157	0.256095%
2070172*	0.308097%
2068759*	0.169652%
2066603	0.235328%
2070251*	0.320046%
2069320*	0.119772%
2068017*	0.010674%
2069804*	0.273363%
2066466*	0.275701%
2067306	0.186612%
2066241	0.104903%
2067686*	0.078119%
2065671	0.291030%
2067180	0.195250%
2066063	0.267450%
2069667*	0.268241%
2069553*	0.267166%
2067305	0.186612%
2066820*	0.320981%
2068970*	0.123363%
2067166	0.105000%
2069547*	0.267166%
2069623*	0.268241%
2065153	0.324510%
2067317	0.036099%

2068981*	0.272640%
2069565*	0.267166%
2067714	0.168368%
2066830	0.221354%
2066608	0.235328%
2068313	0.139548%
2068439	0.133531%
2066825*	0.308999%
2069795*	0.114531%
2064524	0.200004%
2068317	0.139548%
2069404*	0.266218%
2066474	0.244644%
2064631	0.348480%
2069568*	0.267166%
2069572*	0.267166%
2068575	0.238650%
2069323*	0.266372%
2070027*	0.119092%
2069952*	0.283374%
2070185*	0.308097%
2069326*	0.155677%
2069951*	0.283374%
2067199	0.195250%
2069786*	0.273363%
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2068133*	0.316828%
2069341*	0.122781%
2069047*	0.271492%
2068018*	0.126252%
2069550*	0.267166%
2068198	0.145564%

2064275	0.368567%
2069643*	0.125594%
2063900	0.383899%
2068982*	0.272640%
2068112*	0.197832%
2068299	0.139548%
2069638*	0.268241%
2065461	0.281423%
2069679*	0.269397%
2065674	0.192823%
2069961*	0.283374%
2070262*	0.320046%
2067703	0.168368%
2065327*	1.346200%
2065319	0.228050%
2068855*	0.275458%
2066621	0.235328%
2067816*	0.224352%
2070363*	0.346694%
2069841*	0.120354%
2069403*	0.122781%
2068318*	0.461759%
2069284*	0.266691%
2067829	0.120527%
2067090	0.199908%
2067312	0.186612%
2066838	0.107717%
2067536	0.104903%
2070168*	0.308097%
2066611	0.106164%
2065462	0.308303%
2065317	0.308303%
2069150*	0.268663%

2069755*	0.270880%
2069324*	0.266372%
2066468	0.244644%
2068994*	0.272640%
2068730*	0.280182%
2068033	0.153716%
2065907	0.115869%
2068115*	0.297749%
2064634	0.240472%
2064633	0.112666%
2068119	0.147505%
2069721*	0.270880%
2068975*	0.272639%
2068581	0.238650%
2069695*	0.269397%
2068862*	0.275458%
2063565	0.345568%
2067998	0.153716%
2067864	2.086337%
2070361*	0.346694%
2070029*	0.292226%
2066615	0.133724%
2070264*	0.320046%
2068175*	0.082098%
2067839*	1.012876%
2069157*	0.268663%
2064688	0.307625%
2066840	0.221354%
2068120*	0.976560%
2069340*	0.122295%
2069546*	0.267166%
2070259*	0.320046%
2067876*	0.024604%

2064755	0.337126%
2067179	0.106164%
2065903	2.799863%
2067531	0.177006%
2064505	0.105000%
2068576	0.238650%
2064504	0.175259%
2067835*	0.014265%
2064052	0.126349%
2065464*	0.098012%
2067561	0.177006%
2065351	0.112181%
2065465	0.193211%
2070023*	0.292226%
2065453*	0.724390%
2068422	0.133531%
2065123	0.307625%
2070289*	0.320046%
2065902	0.105388%
2064636	0.346441%
2069564*	0.128699%
2070252*	0.320046%
2069009*	0.139568%
2070273*	0.320046%
2070255*	0.320046%
2069025*	0.271492%
2066469	0.183799%
2063901	0.383899%
2069957*	0.283374%
2066828	0.221354%
2065352	0.165846%
2068109	0.147505%
2064775	0.337126%

2066066	0.165942%
2068174	0.145564%
2068196	0.145564%
2069417*	0.124818%
2070391*	0.346694%
2066342	0.191756%
2068316	0.106650%
2067107	0.142847%
2067100	1.762772%
2069654*	0.268241%
2070022*	0.292226%
2069551*	0.267166%
2070249*	0.346694%
2069332*	0.266372%
2066243	0.256192%
2066346	0.250661%
2070026*	0.292226%
2069947*	0.283374%
2067782*	0.045319%
2065469	0.158956%
2069566*	0.267166%
2068441*	0.067251%
2070397*	0.346694%
2069569*	0.126566%
2064192	0.109561%
2069327*	0.266372%
2066484	0.144884%
2068968*	0.272639%
2070364*	0.346694%
2067311	0.127806%
2066265	0.141488%
2069830*	0.114823%
2069953*	0.283374%

2067781	0.162352%
2067102	0.108881%
2069328*	0.114434%
2068320	0.139548%
2069666*	0.268241%
2063899	0.383901%
2066467*	0.039593%
2067535	0.177006%
2069642*	0.114047%
2068312*	0.072977%