

Exhibit D

EXHIBIT D

Long Form Notice

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Barcomb, et al. v. TracFone Wireless, Inc. et al., Case No. 1:24-cv-08710-NRB (S.D.N.Y.)

**You may be eligible for cash payment and/or credit monitoring from
TracFone but you need to act.**

A court authorized this Notice.

This is not spam, an advertisement, or a lawyer solicitation.

This is a court-authorized Notice of a proposed settlement in a class action lawsuit, *Barcomb, et al. v. TracFone Wireless, Inc. et al.*, Case No. 1:24-cv-08710, currently pending in the District Court for the Southern District of New York. The proposed settlement would resolve a lawsuit that alleges that TracFone Wireless, Inc. (“TracFone”) was negligent and breached contractual and statutory duties in connection with a data security incident that TracFone experienced in December 2021. TracFone contests these claims and denies that it did anything wrong. This Notice explains the nature of the class action lawsuit, the terms of the settlement, and your legal rights and obligations.

You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. Because your rights will be affected by this settlement, it is extremely important that you read this Notice carefully. To read the precise terms and conditions of the settlement, you can access a copy of the Settlement Agreement [here](#) **[link to document on website]**. You may also contact the Settlement Administrator at **1-XXX-XXX-XXXX**.

Summary of Your Legal Rights and Options in This Settlement		Deadline
Submit a Claim	The only way to be eligible to receive a Claimant Award from this Settlement is by submitting a timely and valid Claim Form. The Claim Form must be submitted no later than Date .	Date
Opt Out of the Settlement	You can choose to opt out of the Settlement and receive no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect your own legal counsel at your own expense.	Date
Object to the Settlement and/or Attend a Hearing	If you do not opt out of the Settlement, you may object to it by writing to the Court in the manner described herein regarding why you don’t like the Settlement. You may also ask the Court for permission to speak about your objection at the Final Approval	Date

	Hearing. If you object, you may also file a claim for a Claimant Award.	
Do Nothing	Unless you opt out of the settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

What Is This Lawsuit About?

In a class action, one or more people, called class representatives, sue on behalf of people who have similar claims. All of the people with similar claims are class members. One court resolves the issues for all class members, except those who exclude themselves from the class.

This lawsuit began when Plaintiffs Darren Barcomb, David Setters, Charise Carson, Jaynae Cole, Joshua Davis, Raven Harden, and Michael Broadus filed a putative class action complaint against TracFone. In the lawsuit, Plaintiffs allege that TracFone was negligent and violated contractual and statutory damages when a third party obtained unauthorized access to confidential information of certain TracFone customers. TracFone denies any liability or wrongdoing of any kind associated with the claims in this lawsuit.

This is just a summary of the allegations. The complaint in the lawsuit is posted at www.XXXXXXXXXX.com and contains all of the allegations.

Why Is There A Settlement?

To resolve this matter without the expense, delay, and uncertainties of litigation, the parties reached a settlement. The proposed settlement would require TracFone to pay money and provide a discount benefit to the Settlement Class, and pay settlement administration costs, attorneys' fees and costs of Class Counsel, as may be approved by the Court. The settlement is not an admission of wrongdoing by TracFone and does not imply that there has been, or would be, any finding that TracFone violated the law.

Am I a Class Member?

You are a member of the Settlement Class if you are a resident of the United States whose information was accessed in the data security incident.

Who Represents Me?

The Court has appointed a team of lawyers as Class Counsel.

Mason Barney Tyler Bean SIRI & GLIMSTAD LLP 745 Fifth Ave, Suite 500 New York, NY 10151

Class Counsel will petition to be paid legal fees and to be reimbursed for their reasonable expenses from the Settlement Fund. You do not need to hire your own lawyer, but you may choose to do so at your own expense.

What does the Settlement Provide?

There are three types of claims-based remedies that are available: (1) ordinary out of pocket expense reimbursements, and compensation for lost time; (2) extraordinary expense reimbursements for victims of identity theft; and (3) credit monitoring. You may submit a claim for any of the above listed remedies. To claim each type of remedy, you must provide information and/or documentation with the Claim Form.

The total amount of money paid by TracFone for expense and time reimbursements is uncapped in the aggregate. What this means is that while individual payments have caps (see below), there is no cap on how much TracFone will pay to satisfy valid claims, and individuals' claims will not be reduced as a result of other people's claims.

The Settlement will provide credit monitoring services to all valid claimants who enroll.

What Are The Settlement Benefits?

Any Settlement Class member who timely submits a valid and approved Claim Form shall be entitled to a Claimant Award, which includes three categories of awards. Depending on the documentation submitted a Settlement Class member may be eligible for one or all awards:

Ordinary Expense and Time Reimbursements: Qualified Class Members are eligible to claim reimbursement of up to \$3,250 per person for their documented out-of-pocket expenses and compensation for time spent resulting from the Data Security Incident, including:

- Out of pocket expenses, such bank fees, fees associated with opening a new account, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel, which can be established through documents provided to the Settlement Administrator;
- Out of pocket expenses incurred for credit reports, credit freezes, credit monitoring, or other identity theft insurance products purchased between November 15, 2021 and [END OF CLAIMS PERIOD], which can be established through documents provided to the Settlement Administrator; and
- Up to 15 hours of lost time, at \$30/hour, if at least one full hour was spent dealing with the Data Breach, supported by an attestation that the time claimed was related to the Data Security Incident, with a description of how the time was spent.

Extraordinary Expense Reimbursements: Qualified Class members who suffered actual identity theft are eligible to claim reimbursement of up to \$50,000 per person for their extraordinary documented out-of-pocket losses if (1) the loss is an actual, documented, and unreimbursed monetary loss, which can include, but not be limited to, "Lost

Business Opportunity Costs;”¹ (2) the loss was more likely than not caused by the Data Breach; (3) the loss either (a) occurred between November 15, 2021 and the date that Claimant regained control of their wireless account, plus a margin of 30 days, or (b) is the result of the Settlement Class Member’ Social Security number and/or bank account or other financial account information being stolen during the foregoing period; (4) the loss is not already covered; and (5) the Settlement Class Member made reasonable efforts to mitigate the loss.

Credit Monitoring: Settlement Class members who enroll are each individually eligible to receive 36 months of 1 bureau credit monitoring.

TracFone has also agreed to certain information enhancements to its data security.

How Do I Get a Payment?

You must submit a completed Claim Form no later than [Date]. You may submit a Claim Form online at www.XXXXXXXXXX.com.

How Do I Exclude Myself from the Settlement?

If you want to exclude yourself from the Settlement Class, sometimes referred to as “opting out,” you will not be eligible to recover any benefits as a result of this settlement and you will not receive a payment or have any rights under the Settlement Agreement. However, you would keep the right to sue TracFone at your own expense about the legal issues raised in this lawsuit. You may exclude yourself from the settlement by mailing a written notice to the Settlement Administrator, postmarked on or before [Date]. Your exclusion request letter must:

- Be in writing;
- State your current address;
- Contain the statement “I request to be excluded from the Settlement Class in the TracFone lawsuit.”;
- Be signed by you; and
- Be mailed to the Settlement Administrator, Kroll Settlement Administration, [Street Address], [City, State, Zip], postmarked on or before [Date].

How Do I Object to the Settlement?

If you are a member of the Settlement Class and you do not exclude yourself from the settlement, you can object to the settlement. To do so, you must file your written objection with the Court no later than

¹ “Lost Business Opportunity Costs” mean any lost potential net revenue resulting from the Settlement Class Member’s inability to use a phone for business purposes because it was ported without the Settlement Class Member’s authorization or was otherwise impacted by the Data Breach. To establish a Lost Opportunity Cost a Settlement Class Member must (1) provide reasonable evidence showing that the impacted phone/phone number was being used for business purposes leading up to the Data Breach; (2) provide reasonable evidence showing the amount of lost potential net revenue (*e.g.*, providing revenue statements for periods of time proximate to the time the phone was ported or otherwise impacted by the Data Breach); (3) based on the foregoing, specify exactly the net amount the Settlement Class Member believes the company lost as a result of the mobile phone number being affected by the Data Breach after deducting for appropriate costs, liabilities, etc.; and (4) an attestation affirming that the foregoing evidence, and their assertion that the claimed amount was a Lost Business Opportunity Cost is true and correct to the Settlement Class Member’s knowledge and belief and was not reimbursed, indemnified, covered by insurance (such as for business interruption insurance), or covered by proceeds of a fully forgiven loan. A digital attestation that is made under penalty of perjury is sufficient to satisfy requirement number 4.

[Date], and mail a copy to Class Counsel and TracFone’s Counsel at the addresses listed below. The Objection must include: (1) the title of the case; (2) the Settlement Class Member’s name, address, and telephone number; (3) all legal and factual bases for any objection; (4) copies of any documents that the Settlement Class Member wants the Court to consider, and (5) the identity of the objector’s attorney, if any. Should the Settlement Class Member wish to appear at the Final Approval Hearing, the Settlement Class Member must so state, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf. Any Settlement Class Member who fails to object in this manner will be deemed to have waived any objections.

If your objection is submitted and overruled by the Court at the Final Approval hearing, you will remain fully bound by the terms of the Settlement Agreement and the Final Approval Order.

Mailing addresses for Class Counsel and TracFone’s Counsel are as follows:

CLASS COUNSEL:	TRACFONE’S COUNSEL:
Mason Barney Tyler Bean SIRI & GLIMSTAD LLP 745 Fifth Ave, Suite 500 New York, NY 10151	John Delionado Samuel Danon Maria Castellanos Alvarado HUNTON ANDREWS KURTH LLP Wells Fargo Center 333 SE 2nd Avenue, Suite 2400 Miami, FL 33131

What Is the Difference Between Objecting And Asking To Be Excluded?

Objecting means telling the Court that you do not like something about the settlement. You can object to the settlement only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object to the settlement because it no longer affects you.

What Am I Agreeing To By Remaining In the Settlement Class?

Unless you exclude yourself, you will be part of the Settlement Class and you will be bound by the release of claims in the settlement. This means that if the settlement is approved, you cannot sue, continue to sue, or be part of any lawsuit against TracFone or the other Released Parties asserting a “Released Claim,” as defined below. It also means that the Court’s Order approving the settlement and the judgment in this case will apply to you and legally bind you.

“Released Claims” means any and all claims or causes of action, whether known or unknown, claims, rights, rights of set-off and recoupment, demands, actions, obligations, and causes of action of any and every kind, nature, and character, known and unknown, including without limitation, negligence, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of confidence, invasion of privacy, misrepresentation (whether fraudulent, negligent, or innocent), unjust enrichment, bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute or common law duty, any federal, state, or local statutory or regulatory claims, including, but not limited to, those pursuant to consumer protection laws, unfair and deceptive trade practice laws, and further including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs, and expenses, prejudgment interest, credit

monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that any Settlement Class Member has, has asserted, could have asserted, or could assert that concern, refer or relate to the Data Security Incident, and all other claims arising out of that Data Security Incident, that were asserted, or that could have been asserted, in the Action. You are also expressly waiving all rights under California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

“Released Parties” means TracFone its parents, subsidiaries, divisions and affiliates, predecessors, successors, and all of their present and former principals, officers, directors, employees, customers, agents, attorneys, representatives, insurers, re-insurers, and legal representatives.

When Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing on **[Date] at XX:XX A.M./P.M. at** Daniel Partick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007. At that hearing, the Court will determine the overall fairness of the settlement, hear objections, and decide whether to approve the requested attorneys’ fees and expenses, and settlement administration costs. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **www.XXXXXXXX.com** and the Court’s docket for updates.

How Do I Get More Information?

For more information, go to **www.XXXXXXXXXX.com**, or call the Settlement Administrator at **1-XXX-XXX-XXXX**. You may also write to the Settlement Administrator via mail to **[address]** or via email **[email address]**