

Exhibit D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Northern District of West Virginia
Butler v. Fairmont Federal Credit Union, Case No. 1:25-cv-00094-JPB

If your Private Information was impacted by a Data Incident at Fairmont Federal Credit Union between September 30, 2023 and October 18, 2023, you may be eligible for benefits from a class action settlement.

A Federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been reached with Fairmont Federal Credit Union (the “Defendant” or “FFCU”) in a class action lawsuit about a data security incident that occurred between September 30, 2023 and October 18, 2023 (the “Data Incident”). During the Data Incident unauthorized actors accessed Settlement Class Members’ Private Information including personally identifiable information and protected health information through the Defendant’s IT systems. The Plaintiffs allege claims of negligence, negligence *per se*, breach of implied contract, and breach of fiduciary duty. The Defendant denies all allegations and any wrongdoing.
- The Settlement Class consists of all individuals in the United States whose Private Information was potentially impacted in the data security incident publicly disclosed by Defendant on or about April 30, 2025 (“Data Incident”).
- Under the proposed Settlement, the Defendant will pay \$1,783,857.64 into a Settlement Fund to resolve the Litigation. The Settlement Fund will provide benefits to Settlement Class Members who submit Valid Claims. Benefits include reimbursement for documented out-of-pocket losses and expenses (up to \$7,500 per person) or an Alternative Cash Payment up to \$150 (subject to a *pro rata* adjustment); reimbursement for up to four (4) hours of time spent remedying issues related to the Data Incident (at \$35/hour, up to \$140); and three (3) years of credit monitoring and identity restoration services. The Settlement Fund will pay for administration costs, attorneys’ fees and costs, and Service Awards as well. FFCU has also agreed to provide certain cybersecurity enhancements for five (5) years.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive benefits from this Settlement is to submit a valid and timely Claim Form.	Month XX, 202X
OPT OUT OF THE SETTLEMENT	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive any benefits from the Settlement.	Month XX, 202X
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for benefits.	Month XX, 202X
DO NOTHING	If you do nothing, you will not get any benefits and you give up the right to sue the Defendant about the claims resolved by this Settlement.	No deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement.

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the Litigation, your legal rights, what benefits are available, and who can receive them.

The Litigation is called *Butler v. Fairmont Federal Credit Union*, Case No. 1:25-cv-00094-TSK pending in the United States District Court for the Northern District of West Virginia. The people who filed this Litigation are called the “Plaintiffs” and the entity they sued, Fairmont Federal Credit Union (“FFCU”), is called the “Defendant.”

2. What is this Litigation about?

Plaintiffs allege that between September 30, 2023 and October 18, 2023, unauthorized cybercriminals gained access to the Defendant’s servers (the “Data Incident”), potentially resulting in the exposure of certain Private Information belonging to Fairmont’s current and former customers and persons who engaged in financial transactions with those customers. Defendant publicly disclosed the Data Incident on or about April 30, 2025, and, in or around September 2025, began sending notification letters to potentially impacted individuals. In September 2025, Plaintiffs filed a class action complaint in the U.S. District Court for the Northern District of West Virginia and, thereafter, filed State Court Actions and State Court Tag-Along Actions in West Virginia state court. These Actions have been consolidated into this Litigation.

The Plaintiffs claim the Defendant failed to adequately protect their servers and are alleging claims of negligence, negligence *per se*, breach of implied contract, and breach of fiduciary duty. The Defendant denies all of the Plaintiffs’ claims and maintains that they did not do anything wrong.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representatives” or Plaintiffs. Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Richard Butler and Timothy Knotts.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that they have not violated any laws. The Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim a Settlement Benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Settlement Class Counsel,” believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all individuals in the United States whose Private Information was potentially impacted in the data security incident publicly disclosed by Defendant on or about April 30, 2025 (“Data Incident”).

6. Are there exceptions to being included?

Yes, excluded from the Settlement Class are: (i) Defendant and its officers and directors; (ii) the judges and court personnel currently assigned to the Litigation or the State Court Actions, and the members of their immediate families; (iii) any natural person or entity that perpetrated or participated in the Data Incident; and (iv) all Persons who validly and timely request exclusion from the Settlement Class.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under the proposed Settlement, the Defendant will pay \$1,783,857.64 into a Settlement Fund to resolve the Litigation. The Settlement Fund will provide benefits to Settlement Class Members who submit Valid Claims as well as administration costs, attorneys' fees and costs, and Service Awards.

Settlement Class Members may submit a claim for three (3) years of one-bureau **Credit Monitoring and Identity Restoration Services**, including \$1,000,000 in identity theft insurance.

In addition, you may also submit a claim for monetary benefits as follows, selecting either:

1. Reimbursement for documented **Out-of-Pocket Losses** of up to \$7,500 per person for verifiable unreimbursed costs or expenditures actually incurred that you believe are fairly traceable to the Data Incident and/or reimbursement for up to four (4) hours of **Attested Time** spent remedying issues related to the Data Incident at \$35 per hour (up to \$140) with an attestation of how the time was spent and that it was related to the Data Incident.
- or
2. An **Alternative Cash Payment** of up to \$150. No documentation is required to select this benefit. The payment amount will be determined based on the number of Valid Claims submitted and may be adjusted *pro rata* (proportionally).

FFCU has also agreed to provide certain **cybersecurity enhancements**, including training for five (5) years.

8. Tell me more about the reimbursement of Out-of-Pocket Losses.

"Out-of-Pocket Losses" are verifiable unreimbursed costs or expenditures actually incurred that the Settlement Class Member believes are fairly traceable to the Data Incident.

With documentation, you may submit a claim for reimbursement for your out-of-pocket losses and expenses up to \$7,500 per person if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was directly caused by the Data Incident; (iii) the loss was incurred after September 30, 2023; and (iv) the loss is not already covered by one or more of the other reimbursement categories. Out-of-Pocket Losses include:

- Proven monetary losses that were more likely than not caused by the Data Incident and which occurred between September 30, 2023 and **[Claims Deadline]**;
- Out-of-pocket expenses incurred as a result of the Data Incident (to be determined by the Settlement Administrator with no right of appeal), including bank fees, long distance phone calls, cell phone charges (only if charged by the minute), data charges (only if based on the amount of data used), postage, or gasoline for local travel;
- Fees for credit reports, credit monitoring, or other identity theft insurance product purchased between September 30, 2023 and **[Claims Deadline]**; or
- Any other unreimbursed loss that (i) is an actual, documented, and unreimbursed monetary loss; (ii) was more likely than not caused by the Data Incident; and (iii) occurred between September 30, 2023, and **[Claims Deadline]**.

You cannot be reimbursed for Out-of-Pocket Losses if you have already been reimbursed for the same expenses by any other source, including compensation provided in connection with the credit monitoring product previously offered by the Defendant.

To receive reimbursement for Out-of-Pocket Losses, you must submit a valid Claim Form with reasonable, third-party documentation to support your claim, such as receipts, invoices, credit card statements, phone bills, or other documentation not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement and claims based on such documents will be rejected by the Settlement Administrator.

9. Tell me more about the reimbursement for Attested Time.

In addition to submitting a claim for Credit Monitoring and Identity Restoration Services and Out-of-Pocket Losses, you can also claim reimbursement for up to four (4) hours of Attested Time spent remedying issues related to the Data Incident at \$35 per hour (up to \$140) with an attestation of how the time was spent and that it was related to the Data Incident. Claims made for Attested Time can be combined with any other Settlement Benefit, except a claim for the Alternative Cash Payment.

10. Tell me more about the Alternative Cash Payment.

In lieu of submitting a claim for Out-of-Pocket Losses and/or Attested Time but in addition to Credit Monitoring and Identity Restoration Services, Settlement Class Members may submit a claim for an Alternative Cash Payment of up to \$150. The amount of this cash payment may be adjusted *pro rata* (proportionally) based on the number of Valid Claims (see Question 12). You must submit a valid Claim Form to receive an Alternative Cash Payment, but no documentation is required.

11. Tell me more about the Credit Monitoring and Identity Restoration Services.

In addition to submitting a claim for monetary benefits as described above, Settlement Class Members may also submit a claim for three (3) years of one-bureau Credit Monitoring and Identity Restoration Services, including \$1,000,000 in identity theft insurance. If you previously accepted the Defendant’s offer of free credit monitoring, the Credit Monitoring and Identity Restoration Services offered under this Settlement Agreement will be in addition to the credit monitoring initially offered and paid for by the Defendant. For example, if you accepted the Defendant’s offer of two (2) years of credit monitoring and you submit a Valid Claim for credit monitoring under this Settlement, you will have five (5) years of credit monitoring in total, with the first two (2) years paid for by the Defendant and the final three (3) years paid from the Settlement Fund.

If you submit a Valid Claim for Credit Monitoring and Identity Restoration Services under this Settlement, you will receive an activation code from the Settlement Administrator after the Court grants final approval of the Settlement and any appeals are resolved.

12. How will the Alternative Cash Payment amount be determined?

After deducting the administration costs, attorneys’ fees and costs, and Service Awards from the Settlement Fund, the remaining balance will be used to pay the cost of Valid Claims for Settlement Benefits as follows: (i) Out-of-Pocket Losses, (ii) Attested Time, (iii) Credit Monitoring and Identity Restoration Services, and (iv) Alternative Cash Payments. After deducting the costs of all Valid Claims for the other Settlement Benefits, the amount of the Alternative Cash Payment will be determined by dividing the remaining funds equally among Settlement Class Members who submitted a Valid Claim.

13. What claims am I releasing if I stay in the Settlement?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The Releases and Dismissal of State Court Actions and Tag-Along Actions section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class in detail. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

14. How do I submit a Claim Form to get Settlement Benefits?

You must submit a Claim Form, with any necessary supporting documentation, by **Month XX, 202X** to receive Settlement Benefits. Claim Forms must be submitted online at **www.[website].com** by 11:59 p.m. ET, or by mail, postmarked by **Month XX, 202X**, to the Settlement Administrator at:

Butler v. Fairmont Federal Credit Union
c/o Kroll Settlement Administration LLC
P.O. Box **XXXXXX**
New York, NY 10150-**XXXX**

15. When will I get Settlement Benefits?

The short answer is – after the Settlement is “finally approved” and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X**, to decide whether to approve the Settlement, Class Counsel’s request for attorneys’ fees, expenses, and costs, and the Service Awards to the Class Representatives and Plaintiffs who brought this Litigation on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Benefits will be distributed as soon as possible, if and when the Court grants final approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court appointed Gerald D. Wells, III of Lynch Carpenter LLP and Troy Giatras and Matthew Stonestreet of the Giatras Law Firm to represent you and other members of the Settlement Class as Settlement Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

17. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys’ fees of up to one-third of the Settlement Fund (\$594,599.74), plus reimbursement of documented costs and expenses, as well as Service Awards for each of the Class Representatives of up to \$5,000, for each of the State Court Plaintiffs¹ of up to \$3,500, and for each of the Tag-Along Plaintiffs² of up to \$1,000. All of these awards are subject to Court approval; and the amounts will be decided by the Court. If approved, these amounts will be paid from the Settlement Fund before providing benefits to Settlement Class Members who submit Valid Claims.

¹ State Court Plaintiffs are the named plaintiffs in the State Court Actions, which means the consolidated actions relating to the Data Incident pending in West Virginia state court including: *J.N. v. Fairmont Federal Credit Union*, No. CC-24-2025-C-179 (Cir. Ct. Marion Cnty.) and *J.W. v. Fairmont Federal Credit Union*, No. CC-20-2026-C-412 (Cir. Ct. Kanawha Cnty.).

² Tag-Along Plaintiffs means the named plaintiffs in the State Court Tag-Along Actions, which means the cases subsumed and consolidated into the State Court Actions and in which Giatras Law Firm was appointed State Court Lead Counsel. The State Court Tag-Along Actions include: CC-24-2025-C-174; CC-24-2025-C-180; CC-24-2025-C-181; CC-24-2025-C-182; and CC-24-2025-C-185.

EXCLUDING YOURSELF FROM THE SETTLEMENT

19. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called “opting out” of the Settlement.

To exclude yourself from the Settlement, you must submit a written opt-out notice to the Settlement Administrator that includes the following information:

- Your full name, postal address, and email address;
- A statement indicating your intent to request exclusion “I wish to opt out of the Settlement in *Butler v. Fairmont Federal Credit Union*, Case No. 1:25-cv-00094-TSK (N.D. WV).”;
- Your physical signature.

Your opt-out notice must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 202X**.

Butler v. Fairmont Federal Credit Union
c/o Kroll Settlement Administration LLC
ATTN: Opt-Out Notices
P.O. Box XXXXXX
New York, NY 10150-XXXX

You may only opt out for yourself, and no one else can opt out for you.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Benefits, request for attorneys’ fees, costs and expenses, Service Awards, Releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

To be considered by the Court, your objection must include:

- Your full name, postal address, and email address;
- The case name and number of this Litigation, *Butler v. Fairmont Federal Credit Union*, Case No. 1:25-cv-00094-TSK (N.D. WV);
- Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of your Notice, copy of the original notice of the Data Incident, or a statement explaining why you believe you are a Settlement Class Member);
- A written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable;
- The identity of any and all counsel representing you in connection with the objection;
- A statement whether you and/or your counsel will appear at the Final Approval Hearing;
- A list, including case name, court, and docket number, of all other cases in which you and/or your counsel has filed an objection to any proposed class action settlement in the past five (5) years; and
- Your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

You may only object for yourself; combined, collective, or joint objections are not permitted under the Settlement Agreement. Settlement Class Counsel and Defendant's counsel may conduct limited discovery on any objector and the objector's counsel concerning the objection and the objector's standing.

Objections must be filed with the Court (electronically or in person) or mailed to the Court with a filing date or postmark no later than **Month XX, 202X**.

Clerk of the Court
U.S. District Court for the Northern District of West Virginia
U.S. Federal Building and Courthouse
500 West Pike Street, Room 301
Clarksburg, WV 26301

A copy of your objection also must be mailed to Settlement Class Counsel and Defendant's counsel at the addresses below, with a postmark or filing date no later than **Month XX, 202X**.

SETTLEMENT CLASS COUNSEL	DEFENDANT'S COUNSEL
Gerald D. Wells, III LYNCH CARPENTER LLP 1760 Market Street, Suite 600 Philadelphia, PA 19103 Matt Stonestreet, Esq. Troy N. Giatras, Esq. THE GIATRAS LAW FIRM, PLLC 118 Capitol Street, Suite 400 Charleston, WV 25301	Timothy J. Lowe MCDONALD HOPKINS, PLC 39533 Woodward Avenue, Suite 318 Bloomfield Hills, MI 48304 Julie A. Moore BOWLES RICE LLP 125 Granville Square, Suite 400 Morgantown, WV 26501

21. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from it. Opting out of the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself or opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

22. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 202X at XX:X0 a.m./p.m. ET**, at the U.S. Federal Building and Courthouse, 500 West Pike Street, Room 301, Clarksburg, WV 26301, to decide whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to one-third of the Settlement Fund (\$594,599.74), plus reimbursement of documented costs and expenses, and the Service Awards for the various Settlement Class Representatives and Plaintiffs who brought this Litigation on behalf of the Settlement Class (see Question 18). The date and time of this hearing may change without further notice. Please check [www.\[website\].com](http://www.[website].com) for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to, come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases and Dismissal of State Court Actions and Tag Along Actions in the Settlement Agreement and will not be eligible to receive any Settlement Benefits.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by telephone at (XXX) XXX-XXXX, online at the Settlement Website by using the “Contact Us” form, or by mail at:

Butler v. Fairmont Federal Credit Union
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX