

Exhibit D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the District of Puerto Rico
Jose A. Morales Rosario, et al. v. Hospital Español Auxilio Muto De Puerto Rico, Inc.,
Case No. 3:25-cv-01244-RAM

Were you notified that your Personal Information may have been compromised by a Data Incident at Hospital Español Auxilio Mutuo de Puerto Rico on or around September 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.

Para una notificación en español, llamar (XXX) XXX-XXXX o visitar nuestro sitio web [www.\[website\].com](http://www.[website].com).

- A Settlement has been reached with Hospital Español Auxilio Mutuo de Puerto Rico, Inc. dba Auxilio Mutuo Hospital (“Auxilio Mutuo” or “Defendant”) in a class action lawsuit about a data incident that occurred on or around September 2023 (the “Data Incident”) in which unauthorized access by cybercriminals may have compromised current and former patients’ personally identifiable information and protected health information (“Personal Information”). The Plaintiffs allege claims for negligence, breach of implied contract, and violation of state and federal consumer protection acts, among other claims. The Defendant denies all allegations and any wrongdoing.
- The Settlement Class consists of all individuals residing in the United States whose Personal Information may have been accessed and/or acquired by an unauthorized party as a result of the cybersecurity incident against the Defendant giving rise to the Action.
- Under the proposed Settlement, the Defendant will provide up to \$500,000 for monetary Settlement benefits to Settlement Class Members. The monetary Settlement benefits will include either compensation of documented Out-of-Pocket Losses of up to \$2,500 per Settlement Class Member or an Alternative Cash Payment of \$25. Additionally, all Settlement Class Members will receive the opportunity to enroll in two (2) years of Credit and Medical Monitoring Services. In addition, the Defendant has agreed to separately pay for the Service Awards, Notice and Administrative Expenses, and Attorney’s Fee Award and Costs.
- 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 a payment from this Settlement is to submit a valid and timely Claim Form. If you do not opt out of the Settlement, you will still be able to receive the Credit and Medical Monitoring Services.	Month XX, 2026
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, 2026
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 Settlement benefits.	Month XX, 2026
DO NOTHING	If you do nothing, you will not get a Settlement Payment and you give up the right to sue the Defendant about the claims resolved by this Settlement. However, you will be eligible to receive the Credit and Medical Monitoring Services.	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).

WHAT THIS NOTICE CONTAINS

Basic Information	3
1. Why was this Notice issued?	3
2. What is this Action about?	3
3. What is a class action?	3
4. Why is there a Settlement?	3
Who is in the Settlement?	3
5. Who is included in the Settlement?	3
6. Are there exceptions to being included?	3
The Settlement Benefits	4
7. What does the Settlement provide?	4
8. Tell me more about the Compensation for Out-of-Pocket Losses.	4
9. Tell me more about the Alternative Cash Payment.	4
10. Tell me more about the Credit and Medical Monitoring Services.	4
11. What claims am I releasing if I stay in the Settlement?	5
How to Get a Settlement Payment – Making a Claim	5
12. How do I submit a Claim Form to get a Settlement Payment?	5
13. When will I get Settlement benefits?	5
The Lawyers Representing You	5
14. Do I have a lawyer in this case?	5
15. Should I get my own lawyer?	5
16. How will the lawyers be paid?	5
Excluding Yourself From the Settlement	6
17. How do I opt out of the Settlement?	6
Objecting to the Settlement	6
18. How do I tell the Court if I do not like the Settlement?	6
19. What is the difference between objecting and opting out?	7
The Court's Final Approval Hearing	7
20. When is the Court's Final Approval Hearing?	7
21. Do I have to come to the Final Approval Hearing?	7
If You Do Nothing	7
22. What happens if I do nothing at all?	7
Getting More Information	7
23. How do I get more information?	7

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 Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *Jose A. Morales Rosario, et al. v. Hospital Español Auxilio Muto De Puerto Rico, Inc.*, Case No. 3:25-cv-01244-RAM pending in the United States District Court for the District of Puerto Rico. The people who filed this Action are called the “Plaintiffs” and the entity they sued, Hospital Español Auxilio Mutuo de Puerto Rico, Inc. dba Auxilio Mutuo Hospital (“Auxilio Mutuo”), is called the “Defendant.”

2. What is this Action about?

On or around September 2023, the Defendant learned they had been targeted by a cybercriminal group. Investigations revealed unauthorized access compromised current and former patients’ personally identifiable information and protected health information (“Personal Information”). This Personal Information includes, but is not limited to, names, dates of birth, Social Security numbers, driver’s license numbers, state identification numbers, passport numbers, financial and banking information, account numbers, billing codes, payment cards, as well as protected health information including medical information and health insurance information. On or around April 21, 2025, the Defendant began notifying potentially impacted individuals about the Data Incident. The Plaintiffs allege breach of implied contract, unjust enrichment, and violations of state and federal consumer protection act statutes, among other claims. 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 “Settlement 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 Settlement Class Representatives are Jose A. Morales Rosario, Zelma Esteves Arreche, and Daphne I. Carrión-Lozano.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or 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 Payment and other 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 residing in the United States whose Personal Information may have been accessed and/or acquired by an unauthorized party as a result of the cybersecurity incident against Defendant giving rise to the Action.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Defendant; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the alleged Data Incident or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

Under this Settlement, the Defendant will pay up to \$500,000 to provide monetary benefits to Settlement Class Members. In addition, the Defendant has agreed to separately pay for the Service Awards, Notice and Administrative Expenses, and Attorney's Fee Award and Costs.

You may submit a claim for one of the following Settlement Payments, which may be reduced *pro rata* to stay within the \$500,000 cap on monetary payments:

- **Compensation for Out-of-Pocket Losses:** A cash payment for Out-of-Pocket Losses of up to \$2,500 per Settlement Class Member for documented losses more likely than not caused by the Data Incident; or
- **Alternative Cash Payment:** An alternative \$25 cash payment.

In addition to one of the Settlement Payments above, all Settlement Class Members are automatically eligible to receive two (2) years of Credit Monitoring and Medical Monitoring as long as they remain in the Settlement Class.

The Defendant has also adopted and implemented **data security measures** to strengthen the security of its systems.

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

The Defendant will provide up to \$2,500 per Settlement Class Member in Compensation for Out-of-Pocket Losses if:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the alleged Data Breach;
- The loss occurred between September 2023 and [Claims Deadline]; and
- The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

You must submit a valid Claim Form with documentation to support your claim for Out-of-Pocket Losses to receive compensation. This can include receipts or other third-party documentation that document the costs incurred but does not include documentation that is "self-prepared." "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

9. Tell me more about the Alternative Cash Payment.

Instead of Compensation for Out-of-Pocket Losses, Settlement Class Members may submit a claim for a \$25 flat cash payment. You may claim either the Alternative Cash Payment or Compensation for Out-of-Pocket Losses but not both. To receive an Alternative Cash Payment, you must submit a valid Claim Form, but no documentation is required.

10. Tell me more about the Credit and Medical Monitoring Services.

In addition to the Compensation for Out-of-Pocket Losses or Alternative Cash Payment, all Settlement Class Members who do not opt out of the Settlement will automatically be provided with the opportunity to enroll in two (2) years of one-bureau credit and medical monitoring with at least \$1 million in fraud protection through CyEx. You do not need to submit a Claim Form to receive this benefit.

Once the Settlement receives final approval, you will be able to activate the Credit and Medical Monitoring Services using the unique enrollment code in the Notice mailed to you. If you did not receive a Notice or do not know your enrollment code, please contact the Settlement Administrator at (XXX) XXX-XXXX or use the "Contact Us" form on the Settlement Website.

11. 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 section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET A SETTLEMENT PAYMENT – MAKING A CLAIM

12. How do I submit a Claim Form to get a Settlement Payment?

To receive a Settlement Payment, you must submit a Claim Form online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. **Month XX, 2026** or by mail, postmarked by **Month XX, 2026**, to the Settlement Administrator at:

Settlement Administrator - 83376
c/o Kroll Settlement Administration LLC
P.O. Box **XXXXXX**
New York, NY 10150-**XXXX**

Reminder: The Settlement automatically provides all Settlement Class Members with the opportunity to enroll in two (2) years of Credit and Medical Monitoring Services. You do not need to file a Claim Form to receive this benefit (see Question 10).

13. 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, 2026**, to decide whether to approve the Settlement, Notice and Administrative Expenses, and Attorney’s Fee Award and Costs to Settlement Class Counsel, and Service Awards to the Settlement Class Representatives who brought this Action 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

14. Do I have a lawyer in this case?

Yes, the Court appointed Raina C. Borrelli of Strauss Borrelli PLLC to represent you and other members of the Settlement Class as Settlement Class Counsel. You will not be charged directly for this lawyer; instead, she will receive compensation from the Defendant (subject to Court approval).

15. Should I get my own lawyer?

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

16. How will the lawyers be paid?

Settlement Class Counsel will ask the Court to approve attorney’s fees and costs up to \$200,000 as well as a \$2,500 Service Award to each of the Class Representatives. These amounts will be paid separately by the Defendant.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. 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 Class.

To exclude yourself from the Settlement, you must submit a written Request for Exclusion to Settlement Administrator that includes the following information:

- A statement indicating your intent to request exclusion, e.g., “Request for Exclusion: I wish to opt out of the Settlement in *Jose A. Morales Rosario, et al. v. Hospital Español Auxilio Muto De Puerto Rico, Inc.*, 3:25-cv-01244-RAM.”;
- Your full name and current address; and
- Your personal signature.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

Settlement Administrator - 83376
c/o Kroll Settlement Administration LLC
ATTN: Requests for Exclusion
P.O. Box XXXXXX
New York, NY 10150-XXXX

You may only request exclusion for yourself. Group or class opt outs are not permitted under the Settlement.

OBJECTING TO THE SETTLEMENT

18. 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 attorney’s fees and costs, or Service Awards, the 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:

- The case name and number, *Jose A. Morales Rosario, et al. v. Hospital Español Auxilio Muto De Puerto Rico, Inc.*, Case No. 3:25-cv-01244-RAM;
- Your full name and current mailing address;
- A statement that states with specificity the grounds for the objection, as well as any documents supporting the objection;
- The identity of any attorneys representing you;
- A statement regarding whether you (or your attorney) intend to appear at the Final Approval Hearing;
- Information identifying you as a Settlement Class Member, including proof that the you are within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Incident); and
- The signature of you and your attorney.

Objections must be filed with, or mailed to, the Court no later than **Month XX, 2026**.

Court Name
Street Address
City, PR Zip Code

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

A copy of your objection also must be sent to Settlement Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month XX, 2026**.

SETTLEMENT CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
Raina C. Borrelli STRAUSS BORRELLI PLLC 980 N Michigan Ave, Suite 1610 Chicago, IL 60611	Daniel S. Marvin KENNEDYS CMK LLP 22 Vanderbilt Avenue, 24th Floor, New York, NY 10017	<i>Settlement Administrator -</i> 83376 c/o Kroll Settlement Administration LLC ATTN: Objections P.O. Box XXXXXX New York, NY 10150-XXXX

19. 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. Excluding yourself from 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

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

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 x.m. AST**, at **Courthouse Name, Street Address, City, PR, Zip Code**, to decide whether to approve the Settlement, Notice and Administrative Expenses, Settlement Class Counsel's request \$200,000 for the Fee Award and Costs and the \$2,500 Service Award to each of the Settlement Class Representatives who brought this Action on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

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

No. Settlement 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

22. 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 in the Settlement and will not be eligible to receive Settlement benefits.

GETTING MORE INFORMATION

23. 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**.

If you have additional questions or need to update your address, you may contact the Settlement Administrator by telephone at **(XXX) XXX-XXXX**, or by mail at:

Questions? Call **(XXX) XXX-XXXX** or visit **www.[website].com**.

Settlement Administrator - 83376
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

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