

Exhibit D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the District of Maryland
In re: Kelly Benefits Data Breach Litigation, Case No. 1:25-cv-01304-SAG

Were you notified that your Private Information may have been compromised by a Data Breach at Kelly on or around December 17, 2024? 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 Kelly & Associates Insurance Group, Inc. d/b/a Kelly Benefits (the “Defendant” or “Kelly”) in a class action lawsuit about a data breach on or around December 17, 2024 (the “Data Breach”). During the Data Breach, cybercriminals gained unauthorized access to Kelly’s computer systems, compromising certain Private Information. The Plaintiffs allege claims for negligence and negligence per se, breach of third-party beneficiary contract, and unjust enrichment, among others. The Defendant denies all allegations and any wrongdoing.
- The Settlement Class includes all individuals residing in the United States whose Private Information was compromised in the Data Breach of Kelly & Associates Insurance Group, Inc. during the period December 12, 2024 through December 17, 2024.
- Under the proposed Settlement, the Defendant will pay \$5,000,000 into a Settlement Fund to resolve the lawsuit. The Settlement Fund will provide cash payments of up to \$5,000 per Settlement Class Member for Documented Monetary Losses, Pro Rata Cash Payments estimated to be \$50, Credit Monitoring, and a California Statutory Payment estimated to be \$100 (for eligible Settlement Class Members). The Settlement Fund will also pay for Claims Administration Expenses, Service Awards, and attorneys’ fees, costs, and expenses.
- 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/EXCLUDE YOURSELF FROM 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 Fairness 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).

WHAT THIS NOTICE CONTAINS

Basic Information	3
1. Why was this Notice issued?	3
2. What is this Litigation 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 Class Benefits	4
7. What does the Settlement provide?	4
8. Tell me more about the cash payment for Documented Monetary Losses.	4
9. Tell me more about the <i>Pro Rata</i> Cash Payment.	4
10. Tell me more about the Credit Monitoring.	4
11. Tell me more about the California Statutory Payment.	5
12. How will Settlement Class Benefits be calculated?	5
13. What claims am I releasing if I stay in the Settlement?	5
How to Get Settlement Class Benefits – Making a Claim	5
14. How do I submit a Claim Form to get Settlement Class Benefits?	5
15. When will I get Settlement Class Benefits?	5
The Lawyers Representing You	5
16. Do I have a lawyer in this case?	5
17. Should I get my own lawyer?	6
18. How will the lawyers be paid?	6
Excluding Yourself From the Settlement	6
19. How do I opt out of the Settlement?	6
Objecting to the Settlement	6
20. How do I tell the Court if I do not like the Settlement?	6
21. What is the difference between objecting and opting out?	7
The Court's Final Fairness Hearing	7
22. When is the Court's Final Fairness Hearing?	7
23. Do I have to come to the Final Fairness Hearing?	7
If You Do Nothing	7
24. What happens if I do nothing at all?	7
Getting More Information	8
25. How do I get more information?	8

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 *In re: Kelly Benefits Data Breach Litigation*, Case No. 1:25-cv-01304-SAG pending in the United States District Court for the District of Maryland. The people who filed this Litigation are called the “Plaintiffs” and the company they sued, Kelly & Associates Insurance Group, Inc. d/b/a Kelly Benefits (“Kelly”), is called the “Defendant.”

2. What is this Litigation about?

On December 12, 2024, cybercriminals bypassed the Defendant’s cybersecurity safeguards and accessed Kelly’s systems (the “Data Breach”). On or around December 17, 2024, the Defendant became aware of the Data Breach, and a subsequent investigation determined that the Data Breach compromised certain data including names, Social Security numbers, tax ID numbers, dates of birth, medical information, health insurance information, financial account information, and other sensitive, identifying information (“Private Information”). The Plaintiffs allege claims for negligence and negligence per se, breach of third-party beneficiary contract, and unjust enrichment, among others. The Defendant denies all allegations and any wrongdoing.

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 Dhymonique Alexander, Jasmine Anderson, Jacob Dohrman, Jaesyn Evans, Chasten Law, Anne O’Brien, Brittany Parks, and Kimberly Rose.

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 Settlement Class Benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “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 Private Information was compromised in the Data Breach of Kelly & Associates Insurance Group, Inc. during the period December 12, 2024 through December 17, 2024.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: Defendant Kelly, any entity in which it has a controlling interest, and Kelly’s officers, directors, legal representatives, successors, subsidiaries, and assigns. Also excluded from the Settlement Class is any judge, justice, or judicial officer presiding over this matter, members of their immediate families and their judicial staff, and Settlement Class Members who timely and validly request to be excluded from the Settlement.

THE SETTLEMENT CLASS BENEFITS

7. What does the Settlement provide?

Under this Settlement, the Defendant will pay \$5,000,000 into a Settlement Fund to resolve the Litigation. The Settlement Fund will provide Settlement Class Benefits to Settlement Class Members as well as Claims Administration Expenses, Service Awards, and attorneys' fees, costs, and expenses.

Settlement Class Members may submit a claim to receive the following Settlement Class Benefits:

- **Documented Monetary Losses:** A cash payment of up to \$5,000 per Settlement Class Member for Documented Monetary Losses reasonably related to the Data Breach. Documentation is required.
- **Pro Rata Cash Payment:** A *pro rata* cash payment, estimated to be \$50. No documentation is required. The payment amount will be determined based on the number of Valid Claims submitted.
- **Credit Monitoring:** Three (3) years of single-bureau Credit Monitoring, including dark web monitoring, identity theft insurance coverage of up to \$1,000,000, and fully managed identity recovery services.
- **California Statutory Payment:** A cash payment of up to \$100. You must have had a California address on December 12, 2024 to be eligible for this payment. The payment amount will be determined based on the number of Valid Claims submitted.

8. Tell me more about the cash payment for Documented Monetary Losses.

Settlement Class Members may submit a claim for a cash payment of up to \$5,000 per Settlement Class Member for Documented Monetary Losses reasonably related to the Data Breach. Documented Monetary Losses may include, but are not limited to: (i) out-of-pocket credit monitoring costs that were incurred on or after December 12, 2024, through **Claims Deadline**; (ii) unreimbursed losses associated with actual fraud or identity theft; and (iii) unreimbursed bank fees, long-distance phone charges, postage, or mileage for local travel at the prevailing IRS business-use mileage rate for the year incurred. You may make claims for any unreimbursed Documented Monetary Loss reasonably related to the Data Breach or to mitigating the effects of the Data Breach.

You cannot be reimbursed for Documented Monetary Losses if you have already been reimbursed for the same expenses from another source, including compensation provided in connection with credit monitoring or identity theft protection services previously offered by the Defendant or otherwise.

To receive a payment for Documented Monetary Losses, you must attest under penalty of perjury that the losses or expenses were incurred as a result of the Data Breach and submit Reasonable Documentation supporting such losses. Reasonable Documentation includes, but is not limited to, credit card statements, bank statements, invoices, telephone records, screen shots, and receipts. Documented Monetary Losses cannot be documented solely by a personal certification, declaration, or affidavit; you must provide actual supporting documentation of the loss.

9. Tell me more about the Pro Rata Cash Payment?

In addition to a cash payment for Documented Monetary Losses, Settlement Class Members may submit a claim for a Pro Rata Cash Payment estimated to be \$50 per individual. The amount of the Pro Rata Cash Payment will be increased or decreased on a *pro rata* (proportional) basis, depending upon the number of Valid Claims filed (see Question 12).

10. Tell me more about the Credit Monitoring.

In addition to a cash payment for Documented Monetary Losses and Pro Rata Cash Payment, all Settlement Class Members may submit a claim for three (3) years of single-bureau Credit Monitoring which includes web monitoring, identity theft insurance coverage of up to \$1,000,000, and fully managed identity recovery services. If you submit a Valid Claim for this benefit, you will receive an activation code for the Credit Monitoring benefit after the Court grants final approval of the Settlement.

11. Tell me more about the California Statutory Payment.

In addition to the benefits described above, if you had a California address on December 12, 2024, you may submit a claim for an additional cash payment estimated to be \$100 in recognition of California's Consumer Protection Act and the superior protections it affords California residents. This payment will be reduced on a *pro rata* basis, depending upon the number of Valid Claims filed (see Question 12).

12. How will Settlement Class Benefits be calculated?

After deducting the Claims Administration Expenses, Court-approved Service Awards, and Court-approved attorneys' fees, costs, and expenses, the remaining balance of the Settlement Fund (the "Net Settlement Fund") will be used to pay Settlement Class Benefits in the following order: Credit Monitoring, Documented Monetary Losses, California Statutory Payments, and Pro Rata Cash Payments. After deducting the costs of all Valid Claims for all other benefits, the Pro Rata Cash Payment amount will be calculated by dividing the remaining balance of the Net Settlement Fund by the total amount of Valid Claims for that benefit.

If the total amount of all Valid Claims for Credit Monitoring, Documented Monetary Losses, and California Statutory Payments exceeds the total amount of the Net Settlement Fund, then the duration of the Credit Monitoring benefit and amount of the cash payments will be reduced *pro rata* (proportionally), and no Pro Rata Cash Payments will be distributed.

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 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 SETTLEMENT CLASS BENEFITS – MAKING A CLAIM

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

You must submit a Claim Form, with any necessary supporting documentation, by **Month XX, 202X** to receive benefits. Claim Forms must be submitted online at [www.\[website\].com](http://www.[website].com) or by mail, postmarked by **Month XX, 202X**, to the Settlement Administrator at:

In re: Kelly Benefits Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box **XXXXXX**
New York, NY 10150-**XXXX**

15. When will I get Settlement Class 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 Fairness Hearing on **Month XX, 202X**, to decide whether to approve the Settlement, Class Counsel's request for attorneys' fees, costs, and expenses, and the Service Award to the Class Representatives 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 Class 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 Raina Borrelli of Strauss Borrelli PLLC and James Pizzirusso of Hausfeld LLP to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly

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

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 approve attorneys' fees of up to one-third of the Settlement Fund (\$1,666,666), plus reimbursement of reasonable out-of-pocket litigation costs and expenses, as well as a \$2,500 Service Award for each of the eight (8) Class Representatives. If approved, these amounts will be paid from the Settlement Fund before distributing benefits to Settlement Class Members who submit Valid Claims.

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 Class.

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

- A statement indicating your intent to request exclusion "I wish to opt out of the Settlement in *In re: Kelly Benefits Data Breach Litigation*, Case No. 1:25-cv-01304-SAG.";
- Your full name, current address, telephone number, email address (if available);
- Your personal signature.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 202X**.

In re: Kelly Benefits Data Breach Litigation
c/o Kroll Settlement Administration LLC
ATTN: Requests for Exclusion
P.O. Box **XXXXXX**
New York, NY 10150-**XXXX**

You may only exclude yourself from the Settlement. Group or "class" opt outs are not permitted under the Settlement.

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 Class 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:

- The case name and number, *In re: Kelly Benefits Data Breach Litigation*, Case No. 1:25-cv-01304-SAG;
- Your full name, address, telephone number, and email address (if available);

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- Information identifying the you as a Settlement Class Member, including proof that you are a member of the Settlement Class (e.g., copy of the Settlement notice, copy of original notice of the Data Breach);
- A written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable;
- A statement as to whether the objection applies only to the you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- The identity of any and all counsel representing you in connection with the objection;
- A statement as to whether you or your counsel will appear at the Final Fairness Hearing;
- A list of all settlements to which you and/or your counsel have objected in the preceding five (5) years; and
- Your signature and the signature of your duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

Objections must be mailed to the Settlement Administrator, postmarked by **Month XX, 202X**, at the following address:

In re: Kelly Benefits Data Breach Litigation
 c/o Kroll Settlement Administration LLC
 ATTN: Objections
 P.O. Box **XXXXXX**
 New York, NY 10150-**XXXX**

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. 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 FAIRNESS HEARING

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

The Court is scheduled to hold a Final Fairness Hearing on **Month XX, 202X at XX:X0 a.m./p.m. XT**, at **[Courthouse Name and Address]** to decide whether to approve the Settlement, Class Counsel's request for attorneys' fees of up to \$1,666,666, plus reimbursement of reasonable out-of-pocket litigation costs and expenses, and a \$2,500 Service Award to each of the Class Representatives. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

23. Do I have to come to the Final Fairness 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 come to the Final Fairness Hearing to talk about it, but it is not required. 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 in the Settlement and will not be eligible to receive any Settlement Class Benefits.

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

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, or by mail at:

In re: Kelly Benefits Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX