

Exhibit D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the District of Maryland

In re AACOM Data Breach Litigation

Case No. 8:25-cv-01239-tjs

A Court has authorized this Long-Form Notice (“Notice”). This is not a solicitation from a lawyer.

If you are an individual residing in the United States whose personally identifiable information (“PII”) or personal health information (“PHI”) was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident, you are eligible to receive a Settlement benefit from a class action Settlement

- A Court authorized this Notice to those that are eligible to receive Settlement benefits from a \$700,000 proposed class action Settlement. The Litigation is titled *In re AACOM Data Breach Litigation*, Case No. 8:25-cv-01239-tjs and is pending in the United States District Court for the District of Maryland. The person that filed the class action lawsuit is called Plaintiffs or Class Representatives and the company they sued is American Association of Colleges of Osteopathic Medicine (AACOM or Defendant). Defendant denies any wrongdoing whatsoever and the Court has not ruled that AACOM did anything wrong.
- **Who is a Settlement Class Member?**

All individuals residing in the United States whose PII/PHI was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident.

Excluded from the Classes are AACOM’s officers and directors, legal representatives and attorneys; members of the judiciary to whom this case is assigned, their families, and members of their staff; all Settlement Class Members who timely and validly requests exclusion from the Settlement Class; and 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 Data Incident or who pleads *nolo contendere* to any such charge.

- Settlement Class Members under the Settlement Agreement will be eligible to receive one or more of the following Settlement benefits:
 - ❖ **Compensation for Out-of-Pocket Losses:** Settlement Class Members may claim **up to \$3,500** by submitting a valid and timely Claim Form and reasonable **supporting documentation for ordinary losses** that more likely than not, was because of the Data Incident. **If you make a claim for Out-of-Pocket Losses, you may not also select Cash Compensation below;**

OR

- **Cash Compensation:** Instead of Compensation for Out-of-Pocket Losses, Settlement Class Members may file a claim for an Alternative Cash Payment. The amount of the Alternative Cash Payments is **estimated to be \$50**, but will be determined on a *pro*

Questions? Go to www.website.com or call (XXX) XXX-XXXX

rata (proportional) basis;

The amount of the Net Settlement Fund remaining after all payments for Credit Monitoring, Compensation for Out-of-Pocket Losses are made is the Post-Loss Net Settlement Fund. The Post-Loss Net Settlement Fund will be used to make all Alternative Cash Payments. The amount of each Alternative Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for Alternative Cash Payments.

AND

- ❖ **Credit Monitoring:** Twenty-four (24) months of 3-bureau credit and identity theft monitoring will be provided for those Settlement Class Members who elect and submit valid claims for such credit and identity theft monitoring.
- For more information visit www.website.com or call (XXX) XXX-XXXX.

Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

| | Summary of Legal Rights | Deadline(s) |
|--|---|--|
| Submit a Claim Form | The only way to receive a Settlement benefit from the Settlement. | Submitted or postmarked on or before <<Claims Deadline>>. |
| Exclude Yourself by Opting Out of the Settlement Class | Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident. | Mailed and postmarked on or before <<Opt-Out Deadline>>. |
| Object to the Settlement and/or Attend the Final Approval Hearing | You can write the Court about why you agree or disagree with the Settlement or the Fee Award, Costs and Expenses for Class Counsel and Service Awards. The Court cannot order a different settlement. You can also ask to speak at the Final Approval Hearing on <<Final Approval Hearing date>> at [TIME] ET, about the fairness of the Settlement, with or without your own attorney. | Mailed and postmarked on or before <<Objection Deadline>>. |
| Do Nothing | You will not receive any Settlement benefit from this class action Settlement, but will remain a Settlement Class Member and be | N/A |

Questions? Go to www.website.com or call (XXX) XXX-XXXX

| | | |
|--|-------------------------------------|--|
| | bound by the Released Class Claims. | |
|--|-------------------------------------|--|

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this Notice.
- The Court still will have to decide whether to approve the Settlement. Settlement benefits will be made available only if the Court approves the Settlement and after any possible appeals are resolved.

What This Notice Contains

| | |
|---|------------|
| Basic Information | 4 |
| Who is in the Settlement | 5 |
| The Settlement Class Member Benefits—What You Get if You Qualify | 5-6 |
| How Do You Submit a Claim | 6 |
| Excluding Yourself from the Settlement | 7-8 |
| Objecting to the Settlement | 8 |
| The Lawyers Representing You | 9 |
| The Court’s Final Approval Hearing | 9 |
| If You Do Nothing | 10 |
| Additional Information | 10 |

Questions? Go to www.website.com or call (XXX) XXX-XXXX

BASIC INFORMATION

1. Why is there a Notice?

The Court authorized this Notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the nature of the Litigation that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Judge [REDACTED] of the United States District Court for the District of Maryland is overseeing this case captioned as *In re AACOM Data Breach Litigation*, Case No. 8:25-cv-01239-TJS. [REDACTED]. The people who brought the lawsuit are called the Plaintiffs or Settlement Class Representatives. The company being sued, American Association of Colleges of Osteopathic Medicine, is called the Defendant or AACOM.

2. What is the Litigation about?

AACOM is a professional association focused on osteopathic medicine. Defendant also provides centralized services including data collection and analysis and operation of the online application service for students applying to US osteopathic medical schools.

The Litigation alleges that on or about September 26, 2024, an unauthorized individual, or unauthorized individuals, gained access to the email account of an AACOM employee, and subsequently, the names, Social Security Numbers, and medical information of approximately 67,804 individuals.

AACOM denies any wrongdoing whatsoever. No court or other judicial body has made any judgment or other determination that AACOM has done anything wrong.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” or “Plaintiffs” sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class,” and the individuals are called “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Settlement Class Counsel, think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?**5. How do I know if I am part of the Settlement?**

You are affected by the Settlement and potentially a Settlement Class Member if you are an individual residing in the United States whose personally identifying information (PII) or personal health information (PHI) was identified as at issue in the Data Incident discovered by AACOM in September 2024, including all those individuals who received notice of the Data Incident.

Excluded from the Classes are AACOM's officers and directors, , legal representative and attorneys; members of the judiciary to whom this case is assigned, their families, and members of their staff; all Settlement Class Members who timely and validly requests exclusion from the Settlement Class; and 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 Data Incident or who pleads *nolo contendere* to any such charge.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call (XXX) XXX-XXXX with questions. You may also write with questions to:

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

THE SETTLEMENT CLASS MEMBER BENEFITS-WHAT YOU GET IF YOU QUALIFY**7. What does the Settlement provide?**

The Settlement provides a Settlement Fund that shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fee Award, Costs, and Expenses as approved by the Court, and (v) any benefits to Settlement Class Members. Settlement Class Members may elect to file a claim for either (1) an Alternative Cash Payment or (2) a claim for Compensation for Out-of-Pocket Losses and (3) Credit Monitoring services.

8. What Settlement Class Member Benefits are available under the Settlement?

Settlement Class Members that submit a valid and timely Claim Form may select one or more of the following Settlement benefits:

- a) **Compensation for Out-of-Pocket Losses:** Settlement Class Members may claim up to \$3,500 by submitting a valid and timely Claim Form and reasonable supporting documentation for ordinary losses that more likely than not, was because of the Data Incident. **You may not select any Cash Compensation below;**

Out-of-pocket losses can be any of the following categories:

Questions? Go to www.website.com or call (XXX) XXX-XXXX

- *Out-of-pocket expenses incurred* as a direct result of the Data Incident, including costs for fraud or identity protection, professional fees, credit repair services, and other expenses so long as the costs were incurred between the date of the Data Incident notice by Defendant and the end of the claims period, which will be a part of the Claim Form.

OR

- b) **Cash Compensation:** Instead of Compensation for Out-of-Pocket Losses, Settlement Class Members may file a claim for an Alternative Cash Payment. The amount of the Alternative Cash Payments is estimated to be \$50, but will be determined on a *pro rata* (proportional) basis;

The amount of the Net Settlement Fund remaining after all payments for Credit Monitoring, Compensation for Out-of-Pocket Losses are made is the Post-Loss Net Settlement Fund. The Post-Loss Net Settlement Fund will be used to make all Alternative Cash Payments. The amount of each Alternative Cash Payment shall be calculated by dividing the Post-Loss Net Settlement Fund by the number of valid claims for Alternative Cash Payments.

AND

- c) **Credit Monitoring:** Twenty-four (24) months of 3-bureau credit and identity theft monitoring will be provided for those Settlement Class Members who elect and submit valid claims for such credit and identity theft monitoring.
- The credit and identity theft monitoring will have the following features:
 - i. Real time monitoring of the credit file at all three major credit bureaus;
 - ii. Identity theft insurance (no deductible) of \$1,000,000; and
 - iii. Access to fraud resolution agents to help resolve identity thefts.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement benefit?

To receive a Settlement benefit, you must complete and submit a Claim Form online at www.website.com or by mail to In re AACOM Data Breach Litigation, c/o Kroll Settlement Administration LLC, P.O. Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <<Claims Deadline>> or by mail postmarked by <<Claims Deadline>>.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT [WWW.WEBSITE.COM](http://www.website.com)

10. When will I get my Settlement benefit?

Questions? Go to www.website.com or call (XXX) XXX-XXXX

The Court will hold a Final Approval Hearing on <<Date>>, at <<Time>> a.m. ET to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving them can take time. It also takes time for all of the Claim Forms to be processed. Please be patient. Settlement benefits will begin after the Settlement has obtained Court approval and the time for all appeals has expired.

11. What am I giving up as part of the Settlement?

AACOM and the Released Persons will receive a release from all claims that could have been or that were brought against AACOM relating to the Data Incident. Thus, if the Settlement becomes Final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue AACOM, and its present and former parents, subsidiaries, divisions, departments, affiliates, employees, servants, members, providers, partners, principals, directors, shareholders, owners, predecessors, successors, assigns, and insurers, and each of the foregoing's former or present directors, trustees, officers, employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees, in its capacity as such and assigns of each of them as well as covered entities associated with the Data Incident. These Releases are described in Section XV of the Settlement Agreement, which is available at www.website.com. If you have any questions, you can talk to Settlement Class Counsel listed in **Question 17** for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of the Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

12. If I exclude myself, can I get a Settlement benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement.

13. If I do not exclude myself, can I sue the Released Persons for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Released Persons for any claim that could have been or was brought relating to the Data Incident. You must exclude yourself from the Settlement to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case.

14. How do I exclude myself from the Settlement?

To exclude yourself, send an Opt-Out Request or written notice of intent to opt-out that says you want to be excluded from the Settlement. The Opt-Out Request must (a) state your full name, address, and telephone number; (b) contain the Settlement Class Member's personal and original signature; and (c) state that the Settlement Class Member's intent to be excluded from the Settlement Class and from the Settlement. An Opt-Out Request that does not have the requirements above, that is not **postmarked by <<Opt-Out Deadline>>**, or that is sent to an address other than that in the Postcard Notice will be invalid, and that Settlement Class Member will remain in the Settlement Class and be bound by the Settlement Agreement and the release of the claims of the case. You must mail your

Questions? Go to www.website.com or call (XXX) XXX-XXXX

Opt-Out Request to the Settlement Administrator postmarked by <<Opt-Out Deadline>>, to:

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

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement, and/or Fees Award, Costs, and Expenses and Service Awards or some part of it by objecting to the Settlement. Objections must be filed with the Court, and mail a written Objection to Settlement Class Counsel and Defendant's Counsel, postmarked by no later than << Objection Deadline>>.

| Clerk of the Court | |
|--|--|
| Clerk of Court U.S. District Court, District of Maryland 6500 Cherywood Lane Greenbelt, Md 20770 | |
| Class Counsel | Defendant's Counsel |
| Raina C. Borrelli Strauss Borrelli, PLLC 980 N. Michigan Avenue, Suite 1610 Chicago, Illinois 60611 | Elizabeth Anne Scully Baker & Hostetler, LLP 1050 Connecticut Ave NW, Ste 1100 Washington, DC 20036 |

Each Objection must:

- i) include the case name and number;
- ii) set forth the Settlement Class Member's full name, current address, and telephone number;
- iii) contain the Settlement Class Member's original signature;
- iv) state that the Settlement Class Member objects to the Settlement, in whole or in part;
- v) state the legal and factual basis for the Objection; and

Questions? Go to www.website.com or call (XXX) XXX-XXXX

- vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position.

16. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any benefit from the Settlement.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed David K. Lietz of Milberg Coleman Bryson Phillips Grossman PLLC, Raina Borrelli of Strauss Borrelli PLLC, Leanna Loginov of Shamis & Gentile, P.A., and Leigh Montgomery of EKSM, LLP, as Settlement Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the Settlement Class Counsel be paid?

Settlement Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed one third of the Settlement Fund (\$233,333.33). In addition to any attorneys' fees requested, Settlement Class Counsel shall also request reimbursement of the reasonable Costs and Expenses incurred in prosecuting the Litigation. Any such award would compensate Settlement Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis.

Settlement Class Counsel shall request the Court to approve Service Awards of \$5,000 for each of the Settlement Class Representatives, which award is intended to recognize the Settlement Class Representatives for their efforts in the Litigation and commitment on behalf of the Settlement Class.

Any Fee Award, Costs, and Expenses, and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on <<Date>> at <<Time>> ET, at the <<Court Address>>, Room as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the Fee Award, Costs, and Expenses and Service Awards payments. After the hearing, the Court will decide whether to approve the Settlement. We do

Questions? Go to www.website.com or call (XXX) XXX-XXXX

not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Settlement Class Counsel recommends checking the Settlement Website www.website.com, or calling (XXX) XXX-XXXX.

20. Do I have to attend the hearing?

No. Settlement Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in **Question 15**, the Court will consider it.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an objection according to the instructions in **Question 15**, including all the information required. Your objection must be filed with the Court and mailed to the Settlement Class Counsel and Defendant's Counsel, at the mailing addresses listed above, **postmarked by no later than <<Objection Deadline>>**.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will not receive any Settlement benefits from this Settlement. If the Settlement is granted final approval and becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Persons based on any claim that could have been or that was brought relating to the Data Incident. You will be bound by the Settlement and the Releases of the Released Persons as defined in the Settlement Agreement.

ADDITIONAL INFORMATION

23. How do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at www.website.com. You may also call the Settlement Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.

24. What if my contact information changes or I no longer live at my address?

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below, calling toll-free (XXX) XXX-XXXX or at the Contact page of the Settlement Website:

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

Questions? Go to www.website.com or call (XXX) XXX-XXXX

**PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR
DEFENDANT'S COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION
SETTLEMENT**

Questions? Go to www.website.com or call (XXX) XXX-XXXX