

Exhibit D

NOTICE OF CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS
In re Arthur J. Gallagher Data Breach Litigation, Master File No. 1:22-cv-00137

If your data was accessed in the 2020 Data Security Incident involving Arthur J. Gallagher & Co. and Gallagher Bassett Services, Inc., you may be eligible for a CASH PAYMENT or other benefits under a class action settlement.

A proposed settlement has been reached in a class action lawsuit concerning a Data Security Incident perpetrated against Defendants Arthur J. Gallagher Co. (“AJG”) and Gallagher Bassett Services, Inc. (“GB,” and collectively with AJG, “Defendants”). Between June 3, 2020 and September 26, 2020, an unknown party accessed or acquired data contained within certain segments of Defendants’ network during a criminal ransomware attack (the “Data Security Incident”). The Settlement would resolve a lawsuit in which Plaintiffs allege that the Data Security Incident exposed individuals’ personal identifying information (“PII”) and personal health information (“PHI”), including some combination of names; Social Security numbers and tax identification numbers; driver’s license, passport and other government identification numbers; dates of birth; usernames and passwords; employee identification numbers; financial account and credit card information; and/or electronic signatures, as well as medical treatment, claim, diagnosis, medication or other medical information; health insurance information; medical records or account numbers; and/or biometric information. Defendants deny all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future based on the conduct alleged in the complaint.

The Settlement offers payments and financial account monitoring services to members of the Settlement Class. Settlement Class Members can claim the following Settlement Benefits:

- (1) Compensation for unreimbursed documented Monetary Losses: All Settlement Class Members may claim compensation for documented Monetary Losses up to a total of \$6,000.00 per Settlement Class Member;
- (2) In addition to compensation for unreimbursed documented Monetary Losses, Settlement Class Members may select one of the two following benefits:
 - (a) Financial Account Monitoring: All Settlement Class Members are eligible to enroll in three (3) years of Financial Account Monitoring services, or:
 - (b) Alternative Pro Rata Cash Payment: Participating Settlement Class Members can elect to make a claim for a pro rata share of the Net Settlement Fund.
- (3) California Statutory Payment: In addition, Settlement Class Members who were residents of California at any time from June 3, 2020 to the Claims Deadline (“California Settlement

Class Members”) can submit a claim for payment of up to \$100 for their statutory claims under the California Consumer Privacy Act.

If you are a Settlement Class Member, your options are:

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: [REDACTED]	The only way to receive cash and other benefits from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at www.ajgdatasettlement.com or download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. You may also call or email the Settlement Administrator to receive a paper copy of the Claim Form.
DO NOTHING	You will receive no payment and will no longer be able to sue Defendants over the claims resolved in the Settlement.
EXCLUDE YOURSELF DEADLINE: [REDACTED]	You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you will receive no Settlement Benefits. Exclusion instructions are provided in this notice.
OBJECT DEADLINE: [REDACTED]	If you do not exclude yourself, you may write to the Court to comment on or detail why you do not like the Settlement by following the instructions in this notice. The Court may reject your objection. You must still submit a Claim Form if you desire any monetary relief under the Settlement.
ATTEND A HEARING: [REDACTED]	Ask to speak in Court about the Settlement. You may ask the Court for permission to speak about your objection at the Final Approval Hearing.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court must give final approval to the Settlement before it takes effect, but has not yet done so. No payments will be made until after the Court gives final approval and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting www.ajgdatasettlement.com or by calling 1-[REDACTED].

Further Information about this notice and the Action

1. Why was this notice issued?

Settlement Class Members are eligible to receive payment and financial account monitoring services from a proposed Settlement in the Action. The Court overseeing the Action authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. This notice explains certain legal rights and options Settlement Class Members have in connection with the Settlement.

2. What is the Action about?

The Action is a proposed class action lawsuit brought on behalf of the Settlement Class. The Settlement Class is defined by the Court as “the approximately 3,492,654 individuals identified on the Settlement Class List who were mailed a letter from AJG or GB stating that their information may have been impacted as a result of the Data Security Incident.”

The PII/PHI alleged to have been exposed in the Data Security Incident includes some combination of names; Social Security numbers and tax identification numbers; driver’s license, passport and other government identification numbers; dates of birth; usernames and passwords; employee identification numbers; financial account and credit card information; and/or electronic signatures, as well as medical treatment, claim, diagnosis, medication or other medical information; health insurance information; medical records or account numbers; and/or biometric information.

The Action claims Defendants are legally responsible for the Data Security Incident and asserts various legal claims including (i) negligence; (ii) breach of implied contract; (iii) violation of California’s Consumer Privacy Act (“CCPA”); (iv) violation of California’s Customer Records Act; (v) violation of Illinois’s Consumer Fraud and Deceptive Business Practices Act; (vi) violation of the Maryland Consumer Protection Act; (vii) violation of the New Hampshire Consumer Protection Act; (viii) violation of the New Hampshire Notice of Security Breach statute; (ix) violation of the Washington State Consumer Protection Act; (x) violation of the Washington state Security Breach Notification Law; and (xi) breach of contract.

Defendants deny all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Action or may assert in the future based on the conduct alleged in the complaint.

3. Why is the Action a class action?

In a class action, one or more plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all these people are the “Class,” and each individual is a “Settlement Class Member.” There are thirteen Plaintiffs in this case: Tracey Bock, Christopher Caswell, Matthew Copple, Jeremy Fischer, Peter Horning, Julia Kroll, Amanda Marr, Leslie May, Jonathon Mitchell, John

Parsons, Adrian Villalobos, Justin Ward, and Chandra Wilson. The Class in this case is referred to in this notice as the “Settlement Class.”

The Honorable Mary M. Rowland, United States District Court Judge of the Northern District of Illinois, is overseeing this case.

4. Why is there a Settlement?

Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Action. The Plaintiffs and Class Counsel believe that the Settlement is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class. The Court has not decided whether Plaintiffs’ claims or Defendants’ defenses have any merit, and it will not do so if the proposed Settlement is approved. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests. The Settlement does not mean that Defendants did anything wrong, or that the Plaintiffs and the Settlement Class would or would not win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined by the Court as “the approximately 3,492,654 individuals identified on the Settlement Class List who were mailed a letter from AJG or GB stating that their information may have been impacted as a result of the Data Security Incident.”

Excluded from the Settlement Class are the judges presiding over this Action and members of their direct families, and Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

6. What are the terms of the Settlement?

The proposed Settlement would create a non-reversionary common fund amount of \$21,000,000.00 that would be used to pay all costs of the Settlement, including: (i) payments to Settlement Class Members who submit valid claims, (ii) costs of administration and notice, (iii) any attorneys’ fees and expenses awarded by the Court to Class Counsel (not to exceed one third of the total Settlement Fund, or \$7,000,000.00 in attorneys’ fees, and reasonable litigation expenses), and (iv) any Service Awards to the Plaintiffs awarded by the Court (not exceed an amount between \$5,000 to \$7,500 for each Class Representative). The Settlement also releases all claims or potential claims of Settlement Class Members against Defendants arising from or related to the Data Security Incident, as detailed in the Settlement Agreement and Release.

7. What claims are Settlement Class Members giving up under the Settlement?

Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and

will be bound by the Settlement. The claims that Settlement Class Members are releasing are described in the Settlement Agreement and Release.

Settlement Benefits Available to Settlement Class Members

8. What benefits can Settlement Class Members receive?

Settlement Class Members who submit valid claims and any required documentation may receive one or more of the following, to be paid from the \$21,000,000.00 Settlement Fund: (i) three (3) years of Financial Account Monitoring services, (ii) compensation for unreimbursed documented Monetary Losses up to \$6,000, and (iii) an Alternative Pro Rata Cash Payment as an alternative to claiming Financial Account Monitoring. In addition, Settlement Class Members who were residents of California at any time from June 3, 2020, to the end of the claims period (“California Settlement Class Members”) can submit a claim for payment of up to \$100 for their statutory claims under the California Consumer Privacy Act.

The amount of the Alternative Cash Payments will be determined depending on how many valid claims are submitted, with the remainder of the Settlement Fund, following payment of the Fee Award and Expenses, Service Awards, Administration and Notice Costs, CAFA Notice costs, the costs of Financial Account Monitoring, claims for reimbursement of documented Monetary Losses, and California Statutory Payments being divided proportionally among Settlement Class Members submitting valid claims for those awards, as explained further below in Question 11.

9. What are Unreimbursed Documented Monetary Losses?

The Settlement Administrator, from the Settlement Fund, will provide compensation, up to a total of \$6,000 per person who is a Participating Settlement Class Member, upon submission of a claim and supporting documentation, for unreimbursed ordinary and/or extraordinary monetary losses incurred as a result of the Data Security Incident, including, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Security Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Participating Settlement Class Members with Documented Monetary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that document the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation.

10. What is the Alternative Pro Rata Cash Payment?

Every Settlement Class Member is eligible to claim a Pro Rata Cash Payment share of the Net Settlement Fund, less all valid claims for unreimbursed Monetary Losses and Financial Account Monitoring, as an alternative to claiming Financial Account Monitoring. To receive this benefit, participating Settlement Class Members must submit a valid claim form, but no documentation is

required to make a claim. The amount of the Cash Payments will be determined on a *pro rata* basis, depending upon the number of valid claims filed and the amount of funds available for these payments.

Eligibility for any award and the validity of your claim, including the Alternative Pro Rata Cash Payment, will be determined by the Settlement Administrator as outlined in Question 15.

11. When and how will the amount of Settlement payments be adjusted?

The amounts paid for all Alternative Pro Rata Cash Payments will be determined depending on how many Settlement Class Members submit valid claims. The amount of this benefit shall be determined pro rata based on the amount remaining in the Settlement Fund following payment of the Fee Award and Expenses, Service Awards, Administration and Notice Costs, CAFA Notice costs, the costs of Financial Account Monitoring, claims for reimbursement of documented Monetary Losses, and California Statutory Payments.

Class Members may receive compensation for both Unreimbursed Economic Losses and an Alternative Pro Rata Cash Payment.

12. What happens after all claims are processed and there are funds remaining?

The funds remaining in the Settlement Fund after completion of these disbursements and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to the University of Chicago Computer Science SAND Lab, a not-for-profit charitable organization, which was jointly proposed by the parties and approved by the Court, as a *cy pres* distribution.

Because the Alternative Pro Rata Cash Payments will be calculated as a pro rata share of the Net Settlement Fund, it is anticipated that all Net Settlement Funds will be initially distributed to the Settlement Class Members. It is also anticipated that Remainder Funds will only consist of uncashed settlement checks or electronic payments that are not redeemed.

13. What is the Financial Account Monitoring?

All Settlement Class Members can submit a claim for identity theft protection and credit monitoring services instead of the Alternative Cash Payment. This service includes three (3) years of CyEx Identity Defense Total with three-bureau monitoring and at least \$1,000,000 of fraud/identity theft insurance. Settlement Class Members may use their code to enroll for a period of 12 months (meaning that a Settlement Class Member could enroll up to the end of the first year and have coverage for the full three (3) years). Such coverage and flexibility in enrollment will provide protection for Class Members against future identity theft. The three-year period will commence when Settlement Class Members use their codes to activate the Financial Account Monitoring. The codes will be sent to Settlement Class Members who submit valid claims selecting this benefit after the Court finally approves the Settlement, and the time for all appeals has run.

Class Members may submit claims for unreimbursed documented Monetary Losses in addition to a claim for the Financial Account Monitoring, but may not choose to claim both the monitoring and the Alternative Pro Rata Cash Payment.

14. What are the California Statutory Payments?

Settlement Class Members who were residents of California at any time from June 3, 2020, to the end of the claims period (“California Settlement Class Members”), can submit a claim for payment of up to \$100.00 for their statutory claims under the California Consumer Privacy Act (“California Statutory Payment”). The California Statutory Payment is an additional settlement benefit made available to California Settlement Class Members that is in addition to reimbursement of claims for Monetary Losses and a Settlement Class Member’s selection of either Financial Account Monitoring or the Alternative Pro Rata Cash Payment. California Statutory Payments are subject to a *pro rata* decrease based on the amount remaining in the Settlement Fund following payment of the Fee Award and Expenses, Service Awards, Administration and Notice Costs, CAFA Notice costs, claims for reimbursement of documented Monetary Losses and costs of Financial Account Monitoring.

To claim this benefit, you must attest under the penalty of perjury that you were a resident of California during the designated time period, and that you are eligible to make this claim.

Your Options as a Settlement Class Member

15. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. In order to receive payment from the Settlement, you must submit a valid Claim Form.

If you do not want to give up your right to sue Defendants about the Data Security Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 16 below for instructions on how to exclude yourself.

If you wish to object to the Settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and submit a written objection. See Question 19 below for instructions on how to submit an objection.

16. What happens if I do nothing?

If you do nothing, you will get no award from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes Final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants related to the claims released by the Settlement.

17. Who decides my Settlement claim and how do they do it?

The Settlement Administrator will decide whether a Claim Form is complete and valid and includes all required documentation. The Settlement Administrator may require additional

information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

18. How do I exclude myself from the Settlement?

To opt out of the Settlement, you must submit a Request for Exclusion that must include (i) a full name, current address, and telephone number; (ii) contain the Settlement Class Member's signature; (iii) contain a clear statement communicating that the Settlement Class Member elects to be excluded from the Settlement Class, does not wish to be a Settlement Class Member, and elects to be excluded from any judgement entered pursuant to the Settlement; and (iv) be postmarked on or before the Opt-Out Deadline. You must mail your request to this address:

AJG Settlement Administrator
PO Box XXX
CITY, ST ZIP

Your request must be submitted online or postmarked by **[OPT-OUT DEADLINE]**.

19. If I exclude myself, can I receive any payment from this Settlement?

No. If you exclude yourself, you will not be entitled to any award under the Settlement. However, you will also not be bound by any judgment in this Action.

20. If I do not exclude myself, can I sue Defendants for the Data Security Incident later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a payment.

21. How do I object to the Settlement?

All Settlement Class Members who do not opt-out from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and your objection and any supporting papers must be mailed to this address:

AJG Settlement Administrator
PO Box XXX
CITY, ST ZIP

You must also mail a copy of your objection to the attorneys for the Parties, at the following addresses:

Class Counsel	Defendants' Counsel
<p>M. Anderson Berry Clayco C. Arnold, APC 865 Howe Ave. Sacramento, CA 95825</p> <p>Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606</p> <p>John A. Yanchunis Morgan & Morgan Complex Business Division 201 N. Franklin Street, 7th Floor Tampa, Florida 33602</p>	<p>Livia M. Kiser King & Spalding LLP 110 N. Wacker Dr. Suite 3800 Chicago, Illinois 60606 lkiser@kslaw.com</p>

Your objection must be filed or postmarked no later than the objection deadline, [**OBJECTION DEADLINE**].

To be considered by the Court, your written objection must include: (i) the Settlement Class Member's full name, current address, and telephone number; (ii) contain the Settlement Class Member's original signature; (iii) state that the objector has reviewed the Settlement Class definition and understands that they are a Settlement Class Member and provide written proof establishing that they are a Settlement Class Member; (iv) state that the Settlement Class Member objects to the Settlement in whole or in part; (v) set forth a statement of the specific legal and factual basis or bases for the Objection, including whether each objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and including any evidence or legal authority the Settlement Class Member wishes to bring to the Court's attention; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; and (vii) state whether the Settlement Class Member intends to appear at the Final Approval Hearing.

If you submit a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

Court Approval of the Settlement

22. How, when, and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for _____, 202__ at _____ a.m./p.m. at the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, Illinois 60604. At the Final Approval Hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Class Counsel's request for attorneys' fees and costs and expenses, and the request for a service award for the Plaintiffs. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.ajgdatasettlement.com to confirm the schedule if you wish to attend.

23. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 21. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

24. What happens if the Court approves the settlement?

If the Court approves the Settlement and no appeal is taken, the Settlement Fund will be fully funded. The Settlement Administrator will pay any Fee Award and Expenses and any Plaintiffs' Service Awards from the Settlement Fund. Then, the Settlement Administrator will send Settlement Payments and Financial Account Monitoring Services to Settlement Class Members who submitted timely and valid Claim Forms.

If any appeal is taken, it is possible the settlement could be disapproved on appeal.

25. What happens if the Court does not approve the settlement?

If the Court does not approve the Settlement, there will be no Settlement Payments to Settlement Class Members, Class Counsel or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Defendants

26. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class in this Action:

Class Counsel	
<p>M. Anderson Berry Clayco C. Arnold, APC 865 Howe Ave. Sacramento, CA 95825</p>	<p>John A. Yanchunis Morgan & Morgan Complex Business Division 201 N. Franklin Street, 7th Floor Tampa, Florida 33602</p>
<p>Gary M. Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC 227 W. Monroe Street, Suite 2100 Chicago, IL 60606</p>	

Settlement Class Members will not be charged for the services of Class Counsel. Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

27. How will the lawyers for the Settlement Class be paid?

Class Counsel will file a Fee and Expense Application for an award of attorneys' fees to be paid from the Settlement Fund not to exceed one-third (1/3) of the value of the Settlement, or \$7,000,000.00, and also reimbursement of litigation expenses. Class Counsel will file a Fee Application that will include a request for Service Award payments for the Settlement Class Representatives in recognition for their contributions to this Action not to exceed between \$5,000 and \$7,500 per Plaintiff.

28. Who represents Defendants in the Action?

Defendants are represented by the following counsel:

Defendants' Counsel
<p>Livia M. Kiser King & Spalding LLP 110 N. Wacker Dr. Suite 3800 Chicago, Illinois 60606 lkiser@kslaw.com</p>

For Further Information

29. What if I want further information or have questions?

Go to www.ajgdatasettlement.com, call 1-XXX-XXX-XXXX, or write to the AJG Settlement Administrator, PO Box XXXX, CITY, STATE, ZIP.

Please do not contact the Court or Defendants' Counsel.