

Exhibit D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re Geisinger Health Data Security Incident Litig., No. 4:24-cv-01071 (M.D. Pa.)

If you were notified of a Data Incident that occurred at Geisinger Health on or around November 29, 2023, a Class Action Settlement may affect your rights.

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

To: All persons in the United States whose personally identifiable information or personal health information was compromised in the data incident that occurred on or about November 29, 2023, wherein an unauthorized individual gained access to certain patient information from Geisinger Health (the “Data Incident”), including all persons who were sent a notice of the Data Incident, referred to herein as the “Settlement Class.”

A proposed Settlement of claims against Defendants Geisinger Health (“Geisinger”) and Nuance Communications, Inc. (“Nuance”) has been reached in a proposed class action lawsuit. The lawsuit asserted claims against Defendants related to the Data Incident.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way you can get a payment or a code for credit monitoring services.
OBJECT TO THE SETTLEMENT BY [DATE]	Write to the Court with reasons why you do not agree with the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY [DATE]	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
GO TO THE FINAL APPROVAL HEARING ON [DATE]	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing.
DO NOTHING	You will not get any compensation or credit monitoring from this Settlement and you will give up certain legal rights. Submitting a claim form is the only way to obtain payment or credit monitoring from this Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. For complete details, view the Settlement Agreement, available at www.XXXXXXXXXXXXXX.com, or call 1- - - .
- The Court in charge of this case still has to decide whether to grant final approval of the Settlement. Payments will only be made after the Court grants final approval of the Settlement and after any appeals of the Court's order granting final approval are resolved.

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BASIC INFORMATION

1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this proposed class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Settlement Administrator appointed by the Court will distribute the payments and credit monitoring codes that the Settlement allows. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Middle District of Pennsylvania. The case is known as *In re Geisinger Health Data Security Incident Litigation*, No. 4:24-cv-01071 (the “Lawsuit”). The people who filed the Lawsuit are called the Plaintiffs and the entities they sued, Geisinger Health and Nuance Communications, Inc., are called the Defendants.

2. What is this lawsuit about?

The Lawsuit claims that Defendants were responsible for failing to prevent the Data Incident and asserts claims such as: negligence; negligence per se; breach of fiduciary duty (against Geisinger only); breach of implied contract; breach of third-party beneficiary contract; unjust enrichment; and declaratory and injunctive relief. The Lawsuit seeks, among other things, payment for persons who were injured by the Data Incident.

Defendants have denied and continue to deny all of the claims made in the Lawsuit, as well as all charges of wrongdoing or liability against them.

3. What is a class action?

In a class action, one or more people called class representatives sue on behalf of people who they allege have similar claims. Together, all these people are called a class or class members. One Court and one judge resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendant. Instead, Plaintiffs negotiated a settlement with Defendants that allows both Plaintiffs and Defendants to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain payment and credit monitoring services without further delay. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. This Settlement does not mean that Defendants did anything wrong.

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

You are part of this Settlement as a Settlement Class Member if your personal information was compromised in the Data Incident or you previously received a notification from Defendants pertaining to the Data Incident.

6. Are there exceptions to being included in the Settlement?

Yes. Specifically excluded from the Settlement Class are Geisinger's and Nuance's officers and directors, as well as (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the judges assigned to the Litigation to evaluate the fairness, reasonableness, and adequacy of this settlement; and (iii) any other Person found by a court of competent jurisdiction to be guilty under criminal law of perpetrating, aiding or abetting the criminal activity related to the Data Incident or who pleads nolo contendere to any such charge.

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

Defendants will create a Settlement Fund of \$5,000,000.00, which will be used to pay for (i) reasonable Notice and Claims Administration Costs incurred pursuant to the 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' fees, costs, and expenses as approved by the Court; and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of the Settlement.

Settlement Class Members are eligible to make a claim for one year of Credit/Medical Monitoring and Identity Theft Protection Services, and **one** of the following cash Settlement Payments:

- Pro rata Alternative Cash Payments in amounts to be determined in accordance with the terms of the Settlement; or
- Cash Payments of up to \$5,000 for reimbursement of certain documented Out-of-Pocket Losses.

The benefits to Settlement Class Members are explained below:

Credit/Medical Monitoring and Identity Theft Protection Services: Settlement Class Members are eligible to receive one year of Credit/Medical Monitoring and Identity Theft Protection Services, free of charge. The Credit/Medical Monitoring and Identity Theft Protection Services will have the following features, at minimum:

- a. Real time monitoring of the credit file at all three major credit bureaus;
- b. Identity theft insurance (no deductible) of \$1,000,000;
- c. Dark web monitoring;

- d. Medical record monitoring;
- e. Health insurance plan number monitoring;
- f. Medical beneficiary identifier monitoring;
- g. Health savings account monitoring; and
- h. Access to fraud resolution agents to help resolve identity theft.

Reimbursement for Out-of-Pocket Losses

Settlement Class Members may submit a claim for up to Five Thousand Dollars and No Cents (\$5,000.00) per individual for documented Out-of-Pocket Losses. To receive reimbursement for Out-of-Pocket Losses, the Out-of-Pocket Loss must: (i) be an actual, documented, and unreimbursed monetary loss; (ii) be more likely than not caused by the Data Incident; and (iii) have occurred between November 29, 2023, and the close of the Claims Period. Compensation for lost time requires only an attestation that any claimed lost time was spent related to the Data Incident. The categories of reimbursable out-of-pocket losses include, but are not limited to:

- a. Unreimbursed fraud;
- b. Long-distance telephone charges;
- c. Cell phone minutes (if charged by the minute);
- d. Internet usage charges (if charged by the minute or incurred solely as a result of the Data Incident);
- e. Credit monitoring or fraud resolution services purchased after the Data Incident;
- f. Costs of credit reports;
- g. Bank or other financial institution charges incurred as a result of the Data Incident; and
- h. Other losses reasonably incurred as a result of the Data Incident.

Alternative Cash Payment: As an alternative to a claim for Reimbursement for Out-of-Pocket Losses (described below), Settlement Class Members may submit a claim to receive a pro rata cash payment from the Settlement Fund (“Alternative Cash Payment”). The amount of the Alternative Cash Payment will be calculated in accordance with the Settlement Agreement, which provides for a distribution of the Settlement Fund to first cover other costs and then distribute the remaining funds evenly amongst Settlement Class Members who elected to receive an Alternative Cash Payment.

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

8. How do I get benefits from the Settlement?

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at www.xxxxxxxxxxxx.com, where you may also submit your Claim Form online. You may also request one by mail by calling 1-XXX-XXX-XXXX. Read the instructions carefully, fill out the Claim Form, and either submit it online or mail it postmarked no later than **Month Day, 2025** to:

Geisinger Health Data Incident Settlement Administrator
 PO Box XXXXX
 [city, state, ZIP]

9. How will claims be decided?

The Settlement Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Settlement Administrator may require additional information from any Claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

Additional information regarding the claims process can be found in Section VI of the Settlement Agreement, available at www.xxxxxxxxxxx.com.

10. When will I get my payment?

The Court has scheduled a Final Approval Hearing at : 0 .m. on Month , 2025 (though this date may change), to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

REMAINING IN THE SETTLEMENT**11. Do I need to do anything to remain in the Settlement?**

You do not have to do anything to remain in the Settlement, but if you want a payment or credit monitoring services you must submit a Claim Form postmarked or submitted online by **Month Day, 2025**.

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

If the Settlement becomes final, you will give up your right to sue Defendants for the claims being resolved by this Settlement. The specific claims you are giving up against Defendants are described in Section XV of the Settlement Agreement. You will be “releasing” Defendants and all related people or entities as described in Section XV of the Settlement Agreement. The Settlement Agreement is available at www.xxxxxxxxxxx.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what this means you can talk to the attorneys listed in Question 16 for free or you can talk to your own lawyer at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue Defendants about issues in the Lawsuit, then you must take steps to get out of the Settlement Class. This is called excluding yourself from—or is sometimes referred to as “opting out” of—the Settlement Class.

13. If I exclude myself can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, but you will not be bound by any judgment in this case.

14. If I do not exclude myself can I sue Defendants for the same thing later?

No. Unless you exclude yourself from the Settlement, 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 to ask for a payment.

15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement. Your letter must (a) state your full name, address, and telephone number; (b) contain your personal and original signature (or the original signature of a person authorized by law, such as a trustee, guardian, or person acting under a power of attorney to act on your behalf with respect to a claim or right such as those in the Litigation); and (c) state unequivocally your intent to be excluded from the Settlement Class and from the Settlement. You must mail your exclusion request postmarked no later than **Month Day, 2025** to:

Geisinger Health Data Incident Settlement Administrator
PO Box **XXXXX**
[city, state, ZIP]

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Ben Barnow of Barnow and Associates, P.C., and Benjamin F. Johns of Shub Johns & Holbrook LLP to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will Class Counsel be paid?

If the Settlement is approved and becomes final, Class Counsel will ask the Court to award attorneys' fees not to exceed \$1,666,666.67, in addition to reasonable costs and expenses incurred in prosecuting the litigation. Class Counsel will also request approval of service awards of \$2,000.00 each for the Class Representatives.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

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

If you are a Settlement Class Member, you can object to the Settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel and Defendant's Counsel a written notice stating that you object to the Settlement.

Your objection must:

- i. identify the case name and number;
- ii. state your full name, current address, and telephone number;
- iii. contain your original signature;
- iv. state that you object to the Settlement, in whole or in part;
- v. set forth a statement of the legal and factual basis for the Objection; and
- vi. provide copies of any documents that you wish to submit in support of your position;

Your objection must also indicate whether you or your counsel have filed an objection to a class action settlement within the past three years, and if so, the case names and dockets of any such case.

Your objection must be filed with the Clerk for the Middle District of Pennsylvania, 240 West Third Street, Suite 218, Williamsport, PA 17701, and served upon Class Counsel and Defendant's Counsel at the addresses below no later than **Month Day, 2025**.

CLASS COUNSEL	GEISINGER'S COUNSEL	NUANCE'S COUNSEL
<p>Ben Barnow Barnow and Associates, P.C. 205 W. Randolph St., Ste. 1630 Chicago, IL 60606</p> <p>Benjamin F. Johns SHUB JOHNS & HOLBROOK LLP 200 Barr Harbor Dr., Suite 400 Conshohocken, PA 19428</p>	<p>Max E. Kaplan COZEN O'CONNOR 1650 Market Street Suite 2800 Philadelphia, PA 19103</p>	<p>Ezra D. Church Su Jin Kim MORGAN, LEWIS & BOCKIUS LLP 2222 Market Street Philadelphia, PA 19103</p>

19. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Approval Hearing at : 0 .m. on Month Day, 2025, in the United States District Court for the Middle District of Pennsylvania, 240 West Third Street, Suite 218, Williamsport, PA 17701. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 18). The Court will also decide whether to approve fees, expenses, and reasonable litigation costs to Class Counsel, and the Service Awards to the Class Representatives.

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

22. May I speak at the Final Approval Hearing?

Yes, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must follow the instructions provided in Question 18 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not receive any compensation from this Settlement. If the Court approves the Settlement, you will be bound by the Settlement Agreement and the Release. This

means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or related parties about the issues involved in the Lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

GETTING MORE INFORMATION

24. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at www.xxxxxxxxxx.com, or by writing to the Geisinger Health Data Incident Settlement Administrator, P.O. Box XX, [Location].

25. How do I get more information?

Go to www.xxxxxxxxxx.com, call 1 [redacted], or write to the Geisinger Health Data Incident Settlement Administrator, P.O. Box XX, [Location]

***Please do not call the Court or the Clerk of the Court for additional information.
They cannot answer any questions regarding the Settlement or the Lawsuit.***