

Exhibit D

If your personal information was compromised as a result of a data security incident with MCG Health, LLC, you may be entitled to benefits from a settlement.

A court has authorized this Notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against MCG Health, LLC (“Defendant” or “MCG”) for a data security incident involving MCG. On or about March 25, 2022, MCG determined that an unauthorized party apparently accessed MCG’s systems (“Data Incident”) and previously obtained certain personally identifiable information and protected health information (collectively, “Personal Information”). While the date the Data Incident occurred is unknown, there is evidence to suggest the data may have been acquired by an unauthorized party in February 2020. The Personal Information acquired or accessed by the unauthorized party includes some or all of the following data elements: patient names, genders, telephone numbers, addresses, email addresses, dates of birth, Social Security numbers, and medical code information. MCG and certain of its customers (i.e., health care providers or health plans) notified certain individuals that their Personal Information may have been the subject of the Data Incident.
- You are a “Settlement Class Member” if your Personal Information was accessed or acquired during the Data Incident.
- If you are a Settlement Class Member, you may file a Claim Form to receive 1) reimbursement for Documented Ordinary Losses; 2) reimbursement for Documented Extraordinary Losses **OR** 3) an Alternative Cash Payment; and 4) Credit Monitoring:
 - **Documented Ordinary Losses** – Up to \$1,500 in reimbursement for documented out-of-pocket expenses fairly traceable to the Data Incident.
 - **Documented Extraordinary Losses** – Reimbursement for documented extraordinary losses resulting from the Data Incident, up to \$10,000.
 - **Credit Monitoring** – Three years of three-bureau credit monitoring through Kroll in addition to Documented Ordinary Losses, Documented Extraordinary Losses or the Alternative Cash Payment.

Please Note: Claims for Documented Ordinary Losses will be limited to \$1,500 per individual. Claims for Documented Extraordinary Losses will be limited to \$10,000. All cash payments may be adjusted *pro rata* depending on the number of Class Members that participate in the Settlement.

- **Alternative Cash Payment** – A *pro rata* (a legal term meaning an equal share) payment from the net Settlement Fund, which is \$8,800,000 minus payment of costs of the Settlement including the costs of the Notice Program and Claims Administration, Attorneys’ Fees and Expenses of up to \$2,930,000, Service Awards of up to \$2,500 for each to the Representative Plaintiffs, and payments for claims for Ordinary Losses and Extraordinary Losses. Note that if these costs of the Settlement, fees, awards and claims exceed the Settlement Fund, individuals selecting this option may not receive any payment.

This Notice may affect your rights. Please read it carefully.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

Your Legal Rights and Options		Deadline
SUBMIT A CLAIM FORM	You must submit a Claim Form by mail or online to receive Settlement benefits.	Month Day, 20YY
EXCLUDE YOURSELF	Get no Settlement benefits. Keep your right to file your own lawsuit against MCG and Released Parties about the legal claims in this case.	Month Day, 20YY
OBJECT	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it.	Month Day, 20YY
DO NOTHING	Get no Settlement benefits. Be bound by the Settlement.	

- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys' fees and expense award. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

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BASIC INFORMATION

1. Why is this Notice being provided?

A federal Court authorized this Notice because you have the right to know about the proposed Settlement of a class action lawsuit and about your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

Judge Ricardo S. Martinez of the District Court for the Western District of Washington is overseeing this class action lawsuit. The case is known as *In re MCG Health Data Security Issue Litigation*, Case No. 2:22-cv-849-RSM-DWC. The people who filed this lawsuit are called the “Plaintiffs” or the “Representative Plaintiffs,” and the company sued is MCG Health, LLC (“MCG” or the “Defendant”).

2. What is this lawsuit about?

MCG is a Seattle-based company that provides patient-care guidelines and software solutions to health care providers and health plans across the country. In the course of its business, MCG received patient information from its clients and stored certain personally identifiable information (“PII”) and protected health information (“PHI”) (collectively “Personal Information”) of the Plaintiffs and the putative Class Members.

Plaintiffs and the putative Class Members allege that a data security incident occurred in approximately February 2020, where an unauthorized party accessed MCG’s computer systems and obtained certain personally identifiable information and protected health information (the “Data Incident”). The Personal Information includes patient names, genders, telephone numbers, addresses, email addresses, dates of birth, Social Security numbers, and medical code information. MCG and certain of its customers (i.e., health care providers or health plans) notified certain individuals that their Personal Information may have been the subject of the Data Incident.

No court or other entity has determined that MCG committed any wrongdoing or violated any law, and MCG denies all the legal claims asserted in the lawsuit. By settling the lawsuit, MCG is not admitting any wrongdoing or liability.

3. Why is the lawsuit a class action?

In a class action, a representative plaintiff or plaintiffs sue(s) on behalf of all people who have similar legal claims. Together all these people are called a settlement class or settlement class members. One court resolves the issues for all settlement class members, except for those settlement class members who timely exclude themselves from the settlement class.

The proposed Representative Plaintiffs in this case are Diana Saiki, Kenneth Hensley, as legal guardian of R.H., Linda Crawford, Julie Mack, Linda Booth, Candace Daugherty, Leo Thorbecke, Cynthia Strecker, Michael Price, Blanca Garcia, Joanne Mullins, Marjorita Dean, Kelly Batt, Jay Taylor, Shelley Taylor, and Gaye Ictech.

4. Why is there a Settlement?

Plaintiffs and MCG do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of Plaintiffs or MCG. Instead, Plaintiffs and MCG have agreed to settle the lawsuit. Plaintiffs and the lawyers for the Settlement Class (“Settlement Class Counsel”) believe the Settlement is best for all Settlement Class Members due to the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT?

Questions? Go to www.xxxxxxxx.com or call 1-XXX-XXX-XXXX

5. How do I know if I am part of the Settlement?

Under the Settlement, the Court decided that the Class includes all United States residents whose personally identifiable information (PII) and/or protected health information (PHI) was accessed or acquired during the MCG Data Incident that MCG discovered on or about March 25, 2022.

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

Yes. Excluded from the Settlement Class are the Court and all members of the Court's staff, and persons who timely and validly request exclusion from the Settlement Class.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.xxxxxxxxxxxx.com or call the Claims Administrator's toll-free number at 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

If you are a Settlement Class Member, and you file a valid and timely Claim Form by **Month DD, 20YY**, you may be eligible for the following Settlement benefits:

Documented Ordinary Losses – Up to \$1,500 for documented unreimbursed out-of-pocket expenses fairly traceable to the Data Incident. Examples of Documented Ordinary Losses may include:

- Unreimbursed losses relating to fraud or identity theft;
- Out-of-pocket credit monitoring costs that were incurred on or after the Data Incident through the date of claim submission; and
- Unreimbursed bank fees, long distance phone charges, postage, or gasoline for local travel.

This list of reimbursable documented out-of-pocket expenses is not meant to be exhaustive. Settlement Class Members may make claims for any documented unreimbursed out-of-pocket losses reasonably related to the Data Incident or to dealing with the effects of the Data Incident. The Claims Administrator shall have discretion to determine whether any claimed loss is reasonably related to the Data Incident. Settlement Class Members with Ordinary Losses must submit documentation supporting their claims. This can include receipts or other documentation not “self-prepared” by the claimant that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation.

Documented Extraordinary Losses – Compensation for extraordinary losses resulting from the Data Incident, up to \$10,000 by submitting a valid Claim Form and supporting documentation, provided that:

- The loss is an actual, documented, and unreimbursed monetary loss;
- The loss was more likely than not caused by the Data Incident;
- The loss occurred between February 25, 2020, and the Claims Deadline;
- The loss is not already covered by one or more of the normal reimbursement categories; and
- You made reasonable efforts to avoid the loss or seek reimbursement for the loss, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

Questions? Go to www.xxxxxxxxxxxx.com or call 1-XXX-XXX-XXXX

Extraordinary Losses may include, without limitation, the unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Personal Information. To receive reimbursement for any Documented Extraordinary Loss, you must submit supporting documentation of the loss and a description of how the loss is fairly traceable to the Data Incident, if not readily apparent from the documentation.

Please Note: Claims for Documented Ordinary Losses will be limited to \$1,500 combined. Claims for any Documented Extraordinary Losses will be limited to up to \$10,000. All cash payments may be adjusted *pro rata* depending on the number of Class Members that participate in the Settlement.

Alternative Cash Payment – As an alternative to filing a Claim Form for reimbursement of Ordinary Losses or Extraordinary Losses, you may submit a Claim Form to receive a *pro rata* (a legal term meaning an equal share) payment from the net Settlement Fund, which is \$8,800,000 minus payment of costs of the Settlement including the costs of the Notice Program and Claims Administration, any Attorneys’ Fees and Expenses of up to \$2,930,000, any Service Awards of up to \$2,500 for each to the Representative Plaintiffs, and payments for claims for Ordinary Losses, Credit Monitoring, and Extraordinary Losses. Please note that if costs of the Settlement, fees and expenses, service awards and payments for claims exceed the Settlement Fund, you may receive no payment if you select this category.

Credit Monitoring – In addition to payment for any Ordinary Losses, Extraordinary Losses, or an Alternative Cash Payment, you may elect to receive three years of free three-bureau credit monitoring through Kroll.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, the Court’s orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against MCG or the Released Parties about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

The Settlement Agreement in Section 10 describes the Release, Released Claims, and the Released Parties in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.xxxxxxxx.com or in the public court records on file in this lawsuit. For questions regarding the Release and what it means, you can also contact one of the lawyers listed in Question 14 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a claim for Settlement benefits?

To receive Settlement benefits, you must file a valid Claim Form. Your Claim Form must be complete and submitted to the Claims Administrator, submitted online or mailed and **postmarked** on or before **Month Day, 20YY**. Claim Forms may be submitted online at www.xxxxxxxx.com or printed from the website and mailed to the Claims Administrator at the address on the form. The quickest way to submit a Claim Form is online. Claim Forms are also available by writing to:

Claims Administrator
PO Box XXXX

Questions? Go to www.xxxxxxxx.com or call 1-XXX-XXX-XXXX

CITY, STATE XXXXX-XXXX

12. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Claims Administrator of your updated information. You may notify the Claims Administrator of any changes by calling 1-XXX-XXX-XXXX or by writing to:

Claims Administrator
PO Box XXXX
CITY, STATE XXXXX-XXXX

13. When will I receive my Settlement Benefits?

If you file a valid Claim Form, payment will be provided by the Claims Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.xxxxxxxxxxxx.com for updates.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes, the Court has appointed Jason T. Dennett of Tousley Brain Stephens PLLC, Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, and Adam Polk of Girard Sharp LLP as Settlement Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you in this lawsuit.

15. How will Settlement Class Counsel be paid?

Settlement Class Counsel will file a motion asking the Court for reasonable attorneys' fees and their reasonable costs and expenses from the Settlement Fund not to exceed \$2,930,000. Settlement Class Counsel will also ask the Court to approve Service Awards of \$2,500 from the Settlement Fund for each of the Representative Plaintiffs for participating in this lawsuit and for their efforts in achieving the Settlement. The Court may award less than the amounts requested by Settlement Class Counsel. Settlement Class Counsel's application for reasonable attorneys' fees and expenses, and the Service Awards will be made available on the Settlement Website at www.xxxxxxxxxxxx.com before the deadline for you to comment or object to the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and you want to keep any right you may have to sue or continue to sue the Defendant or Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting-out” of – the Settlement.

16. How do I get out of the Settlement?

You may request to be excluded from the Settlement Class in writing by a request **postmarked**, or submitted electronically via the Settlement Website, on or before **Month DD, 20YY**. Your request must include the following:

- Your name, address, and telephone number;
- The name and number of this case, *In re MCG Health Data Security Issue Litigation*, Case No. 2:22-cv-0849-RSM-DWC;
- A statement that you wish to be excluded from the Settlement Class; and
- Your signature.

A request to be excluded that is incomplete, sent to an address other than designated below, or that is not electronically submitted or postmarked within the time specified, will be invalid and the person making the request will be considered a member of the Settlement Class and will be bound as a Settlement Class Member by the Settlement Agreement, if approved.

If sent by mail, your exclusion request must be **postmarked** and sent to the Claims Administrator at the following address by **Month Day, 20YY**:

Claims Administrator
PO Box XXXX
CITY STATE XXXXX-XXXX

If made electronically at the Settlement website, your request to be excluded must be made by **midnight Pacific Time on Month, DD, 20YY**.

17. If I exclude myself, can I still get anything from this Settlement?

No. If you exclude yourself, you are telling the Court you do not want to be part of the Settlement. You can only get benefits from the Settlement if you stay in the Settlement and submit a valid Claim Form.

18. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue MCG or Released Parties for the claims resolved by this Settlement. You must exclude yourself from this lawsuit to start or continue your own lawsuit or to be part of any other lawsuit against MCG or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or the requested attorneys’ fees and expenses award or service awards. You can also give reasons why you think the Court should not approve the Settlement or the attorneys’ fees and expenses award or service awards.

To object, you must file a timely written notice of your objection, so it is **filed** or **postmarked** by **Month Day, 20YY**. Such notice must state:

- Your full name, address, telephone number and email address (if any);
- The name and number of this case, *In re MCG Health Data Security Issue Litigation*, Case No. 2:22-cv-0849-RSM-DWC;
- Information identifying you as a Settlement Class Member, including proof that you are a member of the Settlement Class;
- A statement as to whether the objection applies only to you as a Settlement Class Member, to a specific subset of the Settlement Class, or to the entire class;
- A clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe is applicable;
- The identity of any lawyers representing you as an objector;
- A statement whether you intend to appear at the Final Approval Hearing, either in person or through your lawyer, and, if through your lawyer, identifying that lawyer;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and
- Your signature and the signature of your duly authorized lawyer or other duly authorized representative (if any).

To be timely, written notice of an objection in the appropriate form must be **filed** or sent to the Clerk of the Court for the District Court for the Western District of Washington **postmarked** by **Month Day, 20YY**, with copies sent at the same time to Settlement Class Counsel and MCG. The addresses for each are as follows:

THE COURT	SETTLEMENT CLASS COUNSEL	MCG
Office of the Clerk United States District Court for the Western District of Washington 700 Stewart Street, Suite 2310 Seattle, WA 98101	Jason T. Dennett Tousley Brain Stephens PLLC 1200 Fifth Avenue, Suite 1700 Seattle, WA 98101	Stephen L. Saxl Greenberg Traurig, LLP One Vanderbilt Avenue New York, NY 10017

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

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys’ fees and expenses award. You can object only if you stay in the Settlement Class (you do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement.

Questions? Go to www.xxxxxxxx.com or call 1-XXX-XXX-XXXX

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **Month Day, 20YY, at X:XX a.m./p.m.** before Judge Ricardo S. Martinez, United States District Court for the Western District of Washington, 700 Stewart Street, Seattle, Washington, 98101, in Courtroom 13206.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Settlement Class Counsel's application for reasonable attorneys' fees and their reasonable costs and expenses, and Service Awards. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. The Court can only approve or deny the Settlement Agreement. It cannot change the terms of the Settlement.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via videoconference or by phone. Any change will be posted at www.xxxxxxxxxxx.com.

22. Do I have to attend the Final Approval Hearing?

No. Settlement 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 attend the hearing to speak about it. As long as you file or mail your written objection on time, the Court will consider it.

23. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to hire and pay for your own lawyer. If you choose to make an appearance, you must follow all of the procedures for objecting to the Settlement listed in Section 19 above and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

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 not receive any Settlement benefits. You will give up rights explained in the "Excluding Yourself from the Settlement" section of this Notice, including your right to start or continue a lawsuit, or be part of any other lawsuit against MCG or any of the Released Parties about the legal issues in this lawsuit that are released by the Settlement Agreement.

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 www.xxxxxxxx.com, by calling 1-XXX-XXX-XXXX, or by writing to:

Claims Administrator
PO Box XXXX
CITY STATE XXXXX-XXXX

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.xxxxxxxx.com or call 1-XXX-XXX-XXXX