

# Exhibit D

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

United States District Court for the Northern District of Georgia  
*In re TRC Staffing Services, Inc. Data Breach Litigation*, Case No. 1:24-cv-02398-VMC

**Were you notified that your Private Information may have been impacted by a Data Incident at TRC Staffing Services, Inc. from on or around March 24, 2024 through on or around April 12, 2024? You may be eligible for benefits from a class action settlement.**

*A federal Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement has been reached with TRC Staffing Services, Inc. (the “Defendant” or “TRC Staffing”) in a class action lawsuit about a data breach to Defendant’s computer systems from on or about March 25, 2024 through on or about April 12, 2024 (the “Data Incident”) which may have resulted in unauthorized access to and/or acquisition of certain personally identifiable information and protected health information (“Private Information”) of Settlement Class Members, including, but not limited to, names and Social Security numbers. The Plaintiffs allege negligence, negligence per se, breach of implied breach of contract, unjust enrichment, and statutory claims for violations of Georgia Statutes, among other claims. The Defendant denies all allegations and any wrongdoing.
- The Settlement Class consists of all United States residents who were sent a Notice Letter by Defendant notifying them that their Private Information may have been compromised in the Data Breach.
- Under the proposed Settlement, the Defendant will pay \$1,700,000 into a Settlement Fund to resolve the Action. The Settlement Fund will provide Cash Payments to Settlement Class Members who submit a Valid Claim for either (1) reimbursement for up to \$5,000 in documented Monetary Losses and/or up to four (4) hours of Lost Time (at \$20 per hour) or (2) an Alternative Pro Rata Cash Payment of up to \$200. Settlement Administration Costs and attorneys’ fees and costs will also be paid from the Settlement Fund.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

| <b>YOUR LEGAL RIGHTS AND OPTIONS</b>                    |                                                                                                                                                                                                                                                                                             | <b>DEADLINE</b>       |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>SUBMIT A CLAIM FORM</b>                              | The only way to receive a Cash Payment from this Settlement is to submit a valid and timely Claim Form.                                                                                                                                                                                     | <b>Month XX, 2026</b> |
| <b>OPT OUT OF THE SETTLEMENT</b>                        | If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive a Cash Payment from the Settlement.                                                                     | <b>Month XX, 2026</b> |
| <b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b> | If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for a Cash Payment. | <b>Month XX, 2026</b> |
| <b>DO NOTHING</b>                                       | If you do nothing, you will not get a Cash Payment and you give up the right to sue the Defendant about the claims resolved by this Settlement.                                                                                                                                             | <b>No deadline</b>    |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement.

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

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## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *In re TRC Staffing Services, Inc. Data Breach Litigation*, Case No. 1:24-cv-02398-VMC pending in the United States District Court for the Northern District of Georgia. The people who filed this Action are called the “Plaintiffs” and the company they sued, TRC Staffing Services, Inc. (“TRC Staffing”), is called the “Defendant.”

### 2. What is this Action about?

On or about April 12, 2024, Defendant discovered that it was the victim of the “Data Incident,” which involved unauthorized access to Defendant’s computer systems from on or about March 25, 2024 through on or about April 12, 2024. An investigation determined that the Data Incident may have resulted in unauthorized access to and/or acquisition of certain personally identifiable information (“PII”) and/or protected health information (“PHI”) (collectively, “Private Information”) contained on Defendant’s computer systems. This Private Information consisted of some combination of Settlement Class Members’ PII and PHI, including, but not limited to names, and Social Security numbers. On or about May 24, 2024, Defendant began sending notice letters to over 158,593 individuals advising them that their Private Information may have been impacted in the Data Incident.

The Plaintiffs allege negligence, negligence per se, breach of implied breach of contract, unjust enrichment, and statutory claims for violations of Georgia Statutes, among other claims. The Defendant denies all of the Plaintiffs’ claims and maintains that they did not do anything wrong.

### 3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representatives” or Plaintiffs. Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Class Representatives are Nykeema Burke, Jacob Blosser, Tiffany R. Peintner, Ronkavis Young, Latoya Davis, Eli Hargett, Jeanine Keeys, and Adham Elebyany.

### 4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that they have not violated any laws. The Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim Settlement Class Member Benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Class Counsel,” believe the Settlement is in the best interests of all Settlement Class Members.

## WHO IS IN THE SETTLEMENT?

### 5. Who is included in the Settlement?

The Settlement Class consists of all United States residents who were sent a Notice Letter by Defendant notifying them that their Private Information may have been compromised in the Data Breach.

### 6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; and (3) the

Judge assigned to the Action, that Judge's immediate family, and Court staff. Also excluded are any Settlement Class Members who timely opt out of the Settlement.

## THE SETTLEMENT CLASS MEMBER BENEFITS

### 7. What does the Settlement provide?

Under the proposed Settlement, the Defendant will pay \$1,700,000 into a Settlement Fund to resolve the Action. The Settlement Fund will provide Cash Payments to Settlement Class Members who submit Valid Claims as well as Settlement Administration Costs and attorneys' fees and costs.

Settlement Class Members must submit a Claim Form to receive one of the following:

- **Cash Payments for Monetary Losses Payment and/or Lost Time:** Reimbursement for up to \$5,000 per Settlement Class Member for documented out-of-pocket losses related to the Data Incident and/or up to four (4) hours (at \$20 per hour) for time spent responding to the Data Incident.
- OR
- **Alternative Pro Rata Cash Payment:** A *pro rata* (proportional) cash payment of up to \$200. No documentation is required. The amount of this payment may be adjusted *pro rata* based on the amount of Approved Claims for Cash Payments for Monetary Losses and/or Lost Time (see Question 10).

### 8. Tell me more about the Cash Payment for Monetary Losses and/or Lost Time.

Settlement Class Members may submit a claim for Cash Payments for reimbursement for up to \$5,000 per Settlement Class Member for documented **Monetary Losses** related to the Data Incident and/or up to four (4) hours of **Lost Time** (at \$20 per hour), as described below.

#### Monetary Losses

You may submit a claim for a Cash Payment for documented out-of-pocket losses for up to \$5,000 per Settlement Class Member for unreimbursed costs you incurred that are fairly traceable to the Data Incident. Eligible Monetary Losses include, but are not limited to, the following:

- Unreimbursed costs, expenses, losses or charges incurred a result of identity theft or identity fraud, falsified tax returns, or other misuse of your personal information;
- Costs incurred on or after March 25, 2024, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and
- Other miscellaneous expenses incurred related to any Monetary Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Under the Settlement, you cannot be reimbursed for Monetary Losses if you have already been reimbursed for the same losses by another source, including compensation provided in connection with the identity protection and credit monitoring services offered as part of the notification letter provided by the Defendant or otherwise.

To receive reimbursement, you must submit a Claim Form with "reasonable documentation" to support your claim. Reasonable documentation can include third-party documentation such as receipts or other documentation that demonstrates the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity to or support other submitted documentation.

If you do not submit reasonable documentation supporting a claim for Monetary Losses, or if your claim is rejected by the Settlement Administrator for any reason, and you fail to cure your claim, it will be rejected and will be considered a claim for an Alternative Pro Rata Cash Payment.

**Lost Time**

You may also submit a claim for a Cash Payment for Lost Time for up to four (4) hours of Lost Time (at \$20 per hour) per Settlement Class Member. You must submit a Claim Form to receive a Cash Payment for Lost Time if you include a description of what you spent time on in response to the Data Incident. The Settlement Administrator will confirm your membership in the Settlement Class and review your claim to ensure it reflects valid Lost Time actually incurred as a result of the Data Incident. If your claim is rejected by the Settlement Administrator for any reason, and you fail to cure your claim, it will be rejected and will be considered a claim for an Alternative Pro Rata Cash Payment.

Note: You only need to submit one Claim Form selecting one or both Cash Payments, as appropriate.

**9. Tell me more about the Alternative Pro Rata Cash Payment.**

In lieu of the Cash Payments for Monetary Losses and/or Lost Time, you may submit a claim for a Pro Rata Cash Payment of up to \$200. You must submit a Claim Form to receive a Pro Rata Cash Payment, but no documentation is required.

Settlement Class Members who submit a Valid Claim for a Pro Rata Cash Payment will receive a *pro rata* (proportional) share of the remaining balance of the Settlement Fund after **Settlement Administration Costs, attorneys' Fee and Costs Award are deducted** and payments for Approved Claims for Monetary Losses and Lost Time have been made.

**10. Why what claims am I releasing if I stay in the Settlement?**

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

## HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS – MAKING A CLAIM

**11. How do I submit a Claim Form to get a Cash Payment?**

You must submit a Claim Form by **Month XX, 2026** to receive a Cash Payment from the Settlement. Claim Forms must be submitted with any necessary supporting documentation online at [www.\[website\].com](http://www.[website].com) by 11:59 p.m. ET, or by mail, postmarked by **Month XX, 2026**, to the Settlement Administrator at:

*In re TRC Staffing Services, Inc. Data Breach Litigation*  
c/o Kroll Settlement Administration LLC  
ATTN: Claims  
P.O. Box **XXXXXX**  
New York, NY 10150-**XXXX**

**12. When will I get a Cash Payment?**

The short answer is – after the Settlement is “finally approved” and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, to decide whether to approve the Settlement, Class Counsel’s request for a Fee and Costs Award, plus reimbursement of Litigation Costs and Expenses.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Member Benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in this case?

Yes, the Court appointed Mariya Weekes of Milberg, PLLC and Terence Coates of Markovits, Stock & DeMarco, LLC to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

### 14. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 15. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys' fees and costs of up to one-third of the Settlement Fund (\$566,666.67), plus reimbursement of litigation costs and expenses. If approved, these amounts will be paid from the Settlement Fund before making payments to Settlement Class Members who submit Valid Claims.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class.

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

- Your name, address, telephone number, and email address (if any);
- A statement indicating your intent to request exclusion "I wish to opt out of the Settlement in *In re TRC Staffing Services, Inc. Data Breach Litigation*, Case No. 1:24-cv-02398-VMC.";
- Your personal signature.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

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

## OBJECTING TO THE SETTLEMENT

### 17. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, request for the attorneys' fees, costs, and expenses, Releases provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

To be considered by the Court, your objection must include:

- The case name and number, *In re TRC Staffing Services, Inc. Data Breach Litigation*, Case No. 1:24-cv-02398-VMC;

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

- Your full name, mailing address, telephone number, and email address (if any);
- All grounds for the objection, accompanied by any legal support for the objection known to you or your counsel;
- A statement of whether the objection applies only to you, or to a specific subset of the Settlement Class, or to the entire Settlement Class;
- The identity of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees and Costs;
- A statement of whether you and/or your attorney(s) intend to appear at the Final Approval Hearing;
- A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing;
- A list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- The number of times you, your counsel and/or your counsel's law firm has objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made an objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case; and
- Your signature (an attorney's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel.

Objections must be filed with, or sent to, the Court with a postmark or shipping date (if sent by a private courier, e.g., Federal Express) no later than **Month XX, 2026**.

Clerk of the Court  
U.S. District Court for the Northern District of Georgia  
Street Address  
City, GA Zip Code

A copy of your objection also must be sent to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses below, with a postmark or shipping date no later than **Month XX, 2026**.

| CLASS COUNSEL                                                                                                                                                                                                                              | DEFENDANT'S COUNSEL                                                                                                              | SETTLEMENT ADMINISTRATOR                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Mariya Weekes<br/><b>MILBERG, PLLC</b><br/>333 S.E. 2nd Avenue, Ste. 2000<br/>Miami, FL 33131</p> <p>Terence R. Coates<br/><b>MARKOVITS, STOCK &amp; DEMARCO, LLC</b><br/>119 East Court Street, Suite 530<br/>Cincinnati, OH 45202</p> | <p>John T. Mills<br/><b>GORDON REES SCULLY MANSUKHANI, LLP</b><br/>One Battery Park Plaza, 28th Floor<br/>New York, NY 10004</p> | <p><i>In re TRC Staffing Services, Inc. Data Breach Litigation</i><br/>c/o Kroll Settlement Administration LLC<br/>ATTN: Objections<br/>P.O. Box XXXXXX<br/>New York, NY 10150-XXXX</p> |

#### 18. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from it. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself or opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 19. When is the Court's Final Approval Hearing?

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 a.m./p.m. ET**, at **[Courthouse name and address]** to decide whether to approve the Settlement and Class Counsel's request for attorneys' fees and costs of up to \$566,666.67, plus litigation costs and expenses. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

### 20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may come to the Final Approval Hearing to talk about it, but it is not required. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## IF YOU DO NOTHING

### 21. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and will not be eligible to receive a Cash Payment.

## GETTING MORE INFORMATION

### 22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, **www.[website].com**.

If you have additional questions or need to update your address, you may contact the Settlement Administrator by telephone at **(XXX) XXX-XXXX**, or by mail at:

*In re TRC Staffing Services, Inc. Data Breach Litigation*  
c/o Kroll Settlement Administration LLC  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**