

# Exhibit D

**CLASS NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**  
**United States District Court, District of Vermont**

***Morgan v. The Burton Corporation d/b/a Burton Snowboards***  
**Case No. 2:23-CV-00366-GWC**

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

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**If You Previously Received a Notice From Burton Stating Your Personal Information May Have Been Targeted In A Cyberattack You Are Eligible to Receive Compensation from a Class Action Settlement**

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- If you are receiving this Notice, you are eligible to receive a payment from a proposed class action Settlement. The Action is titled *Morgan v. The Burton Corporation d/b/a Burton Snowboards*, Case No. 2:23-cv-00366-GWC and is pending in the United States District Court for the District of Vermont. The person that filed the class action lawsuit is called Plaintiff or Class Representative and the company they sued is The Burton Corporation (“Defendant” or “Burton”).
- The Action alleges that on or about March 27, 2023, they received notice from Defendant that it was the target of a cyberattack Incident, which may have resulted in the compromise of Plaintiff’s personally identifiable information, of PII.
- Burton denies any wrongdoing whatsoever and denies that it has any liability but has agreed to settle the lawsuit on a class-wide basis.
- Class Members under the Settlement Agreement will be eligible to receive:
  - ❖ **Reimbursement for Ordinary Losses:** Compensation for unreimbursed ordinary losses out-of-pocket ordinary losses that are fairly traceable to the Incident, up to five hundred dollars (\$500) to each Class Member, upon submission of a valid Claim Form;
  - ❖ **Reimbursement for Extraordinary Losses:** Compensation up to five thousand dollars (\$5,000) in reimbursement for Extraordinary Losses to each Class Member that submits a timely and valid Claim Form, including necessary supporting documentation, for proven monetary losses if: (i) the loss is an actual, documented, and unreimbursed monetary loss; (ii) the loss was caused by the Incident; (iii) the loss occurred between February 11, 2023, and <<the Claims Deadline>>; (iv) the loss is not already covered by one or more of the normal reimbursement categories; and (v) the Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss.
  - ❖ **Reimbursement for Lost Time:** Class Members with time spent remediating issues related to the Incident may receive reimbursement for up to four (4) hours of lost time at twenty-one dollars and twenty-five cents (\$21.25) per hour, but only if at least one (1) full hour was spent. Class Members may submit Claims for up to four (4) hours of lost time with an attestation that the lost time was spent responding to issues raised by the Incident; OR
  - ❖ **Alternate Cash Payment:** Instead of selecting reimbursement for ordinary losses,

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Extraordinary Losses or Lost time, a Class Member may submit a Claim for an Alternative Cash Payment of sixty-five (\$65) each; AND

- ❖ **Identity Theft Protection and Credit Monitoring:** Class Members will receive two years of credit monitoring and identity theft protection services from a mutually acceptable service provider at no cost to Class Members. The services must include credit monitoring with all three credit bureaus and at least \$1,000,000 in identity theft insurance.
- To submit a Claim or obtain more information visit [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX to request a Claim Form no later than <<Claims Deadline>>.
- Please read this Notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

	Summary of Legal Rights	Deadline(s)
<b>Submit a Claim Form</b>	The only way to receive an Alternative Cash Payment, reimbursement for ordinary losses, Extraordinary Losses and Lost Time from the Settlement.	Submitted or postmarked on or before <<Claims Deadline>>.
<b>Exclude Yourself by Opting Out of the Class</b>	Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Burton relating to the Incident.	Mailed and postmarked on or before <<Request for Exclusion Deadline>>.
<b>Object to the Settlement and/or Attend the Final Approval Hearing</b>	You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak at the Final Approval Hearing on <<Final Approval Hearing date>>, about the fairness of the Settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Date>>.
<b>Do Nothing</b>	You will not receive any cash payment from this class action Settlement. You are still eligible for credit monitoring.	N/A

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

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## BASIC INFORMATION

### 1. Why is there a Notice?

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

The Honorable Judge Geoffrey W. Crawford of the United States District Court for the District of Vermont is overseeing this case captioned as *Morgan v. The Burton Corporation d/b/a Burton Snowboards*, Case No. 2:23-cv-00366-GWC. The person who brought the lawsuit is called the Class Representative. The company being sued, The Burton Corporation, is called the Defendant.

### 2. What is the Action about?

The Action alleges that on or about March 27, 2023, they received notice from Defendant that it was the target of a cyberattack Incident, which may have resulted in the compromise of Plaintiff's PII.

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

### 3. Why is this a class action?

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

### 4. Why is there a Settlement?

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

## WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a Class Member if you are a person whose PII was potentially accessed in the Incident.

Only Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are: (1) the Judge presiding over the Action, any members of the Judge's staff, and immediate members of the Judge's family; (2) officers, directors, members and shareholders of Defendant; (3) persons who timely and validly request exclusion from the Settlement Class; (4) the successors and assigns of any such excluded persons; and (5) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity or occurrence of the Incident or who pleads nolo contendere to any such charge.

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

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

Burton Incident Action  
c/o Kroll Settlement Administration LLC  
PO Box XXXX  
New York, NY 10150-XXXX

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 7. What does the Settlement provide?

The Settlement provides the following reimbursement to Class Members who submit valid and timely Claim Forms: (a) reimbursement for ordinary losses (b) reimbursement for Extraordinary Losses; (c) reimbursement for Lost Time; or (d) an Alternative Cash Payment, instead of selecting a reimbursement; and (e) credit monitoring and identity theft protection. Claims will be subject to review for completeness, plausibility, and reasonable traceability to the Incident by the Settlement Administrator. Valid Claims will be reimbursed.

Class Members seeking reimbursement for expenses or losses described below must complete and submit a Claim Form to the Settlement Administrator, together with necessary supporting documentation (other than for Claims for Lost Time), postmarked or submitted online via the Settlement Website, no later than << the Claims Deadline >>. Claims may not be made for the same loss or injury that was reimbursed or compensated by any other source.

Burton provided reasonable assurances that it has implemented data security changes and data breach mitigation measures.

### 8. What payments are available for reimbursement under the Settlement?

Class Members that submit a valid and timely Claim Form may qualify for one or more of the following:

- a) **Reimbursement for Ordinary Losses:** Class Members may make a Claim for reimbursement for unreimbursed out-of-pocket ordinary losses that are fairly traceable to the Incident, up to five hundred dollars (\$500) to each Class Member.
  - Class Members must submit reasonable documentation supporting a claim for reimbursement of ordinary or Extraordinary Losses shall include, credit card statements, bank statements, invoices, telephone records, and receipts.
  - These ordinary losses may include the following:
    - *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

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reporting agency; credit monitoring costs that were incurred on or after mailing of the notice of the Incident, through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

- b) ***Reimbursement for Extraordinary Losses:*** Class Members may make a Claim for up to five thousand dollars (\$5,000) in reimbursement for Extraordinary Losses. Submission of a Claim Form must include necessary supporting documentation, for proven monetary losses if:
- The loss is an actual, documented, and unreimbursed monetary loss;
  - The loss was more likely than not caused by the Incident;
  - The loss occurred between February 11, 2023, and <<the Claims Deadline>>;
  - The loss is not already covered by one or more of the normal reimbursement categories; and
  - The Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including all available credit monitoring insurance and identity theft insurance.
- c) ***Reimbursement for Lost Time:*** Class Members with time spent remedying issues related to the Incident may a Claim for reimbursement for up to four (4) hours of lost time at twenty-one dollars and twenty-five cents (\$21.25) per hour, but only if at least one (1) full hour was spent. Class Members may submit Claims for up to four (4) hours of Lost Time with an attestation that the Lost Time was spent responding to issues raised by the Incident.
- d) ***Alternative Cash Payment:*** Instead of selecting reimbursement for ordinary losses, Extraordinary Losses or Lost Time, a Class Member may submit Claims for compensation of sixty-five (\$65) each; AND
- e) ***Identity Theft Protection and Credit Monitoring:*** Class Members will receive two years of credit monitoring and identity theft protection services from a mutually acceptable service provider at no cost to Class Members. The services must include credit monitoring with all three credit bureaus and at least \$1,000,000 in identity theft insurance.

## HOW DO YOU SUBMIT A CLAIM?

### 9. How do I get a Settlement benefit?

To receive reimbursement or an Alternative Cash Payment, you must complete and submit a Claim online at [www.website.com](http://www.website.com) or by mail to *Burton Incident Action*, c/o Kroll Settlement Administration LLC, PO Box XXXX, New York, NY 10150-XXXX. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by <<Claims Deadline>> or by mail postmarked by <<Claims Deadline>>.

**10. How will Claims be decided?**

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is a Facially Valid. The Settlement Administrator may require additional information from you. If you do not provide the additional information in a timely manner, the Claim will be considered invalid and will not be paid.

The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether:

- (i) the claimant is a Class Member;
- (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation or certification that may be necessary to reasonably support the losses (except Claims for Lost Time); and
- (iii) with respect to claims for ordinary losses, the out-of-pocket expenses claimed were fairly traceable to the Incident, and, with respect to claims for Extraordinary Losses, that the loss was caused by the Incident.

**11. When will I get my reimbursement or Alternative Cash Payment?**

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

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

Burton and its affiliates will receive a release from all claims that could have been or that were brought against Burton relating to the Incident. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Class Member and you will give up your right to sue Burton and Channel Islands Surfboards, and their parents, subsidiaries, predecessors, successors, divisions, joint ventures, affiliates, and related entities and all their respective past and present directors, officers, managers, shareholders, employees, partners, principals, agents, attorneys, contractors, insurers, reinsurers, subrogees, assigns and related or affiliated entities. This release is described in the Settlement Agreement, which is available at [www.website.com](http://www.website.com). If you have any questions, you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

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

**13. If I exclude myself, can I get a payment from this Settlement?**

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

**14. If I do not exclude myself, can I sue Released Parties for the same thing later?**



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

#### 15. How do I exclude myself from the Settlement?

To exclude yourself, send a Request for Exclusion or written notice of intent to opt-out that says you want to be excluded from the Settlement in *Morgan v. The Burton Corporation d/b/a Burton Snowboards*, Case No. 2:23-cv-00366-GWC. The letter must: (1) state the Class Member's full name and current address, and be personally signed; and (2) specifically state his or her desire to be excluded from the Settlement and from the Class. You must mail your Request for Exclusion postmarked by <<Request for Exclusion Deadline>>, to:

Burton Incident Action  
c/o Kroll Settlement Administration LLC  
PO Box XXXX  
New York, NY 10150-XXXX

#### OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. To submit a valid objection to the Settlement, an objecting Class Member must mail a letter to the Settlement Administrator at the mailing address listed below, postmarked by **no later** than the last day of the Objection Date, <<Objection Date>>.

Burton Incident Action  
c/o Kroll Settlement Administration LLC  
PO Box XXXX  
New York, NY 10150-XXXX

Your objection must be written and must include all of the following:

- i) the objector's full name, current address, current telephone number, and be personally signed;
- ii) the case name and case number, *Morgan v. The Burton Corporation d/b/a Burton Snowboards*, Case No. 2:23-cv-00366-GWC (United States District Court for the District of Vermont);
- iii) documentation sufficient to establish membership in the Class, such as a copy of the Postcard Notice the objector received;
- iv) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position;
- v) copies of any other documents that the objector wishes to submit in support of the objector's position;
- vi) whether the objecting Class Member intends to appear at the Final Approval Hearing; and
- vii) whether the objecting Class Member is represented by counsel and, if so, the name, address, and telephone number of the objector's counsel.

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

Objecting is telling the Court that you do not like the Settlement or parts of it and why you do not think it should be approved. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class and do not want to receive any payment from the Settlement. If you exclude yourself, you have no basis to object because you are no longer a Class Member, and the case no longer affects you. If you submit both a valid objection and a valid Request for Exclusion, you will be deemed to have only submitted the request to be excluded.

**THE LAWYERS REPRESENTING YOU**

**18. Do I have a lawyer in this case?**

Yes. The Court appointed Shillen Mackall & Seldon, Cohen & Malad, LLP, Jennings & Garvey, PLLC, and Strauss Borrelli PLLC, as Class Counsel to represent the Settlement Class in Settlement negotiations. If you want to be represented by your own lawyer, you may hire one at your own expense.

**19. How will the lawyers be paid?**

Class Counsel will file a motion for Plaintiff's Counsel's Fees and Expenses of up to \$170,000, inclusive of expenses. These amounts would be paid by the Defendant. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. Class Counsel will also ask the Court for a Service Award of up to \$5,000.

Any motion for Plaintiff's Counsel's Fees and Expenses and Service Award to the Class Representative must be approved by the Court. The Court may award less than the amounts requested. Class Counsel's papers in support of the apply for Plaintiff's Counsel's Fees and Expenses and Service Award to the Court within thirty (30) calendar days of the Class Notice Date of <<notice date>>.

**THE COURT'S FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing at <<Time>> ET on <<Date>>, at the <<Court Address>>, Room [ ] as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the apply for Plaintiff's Counsel's Fees and Expenses and Service Award for the Class Representative. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional Notice, so Class Counsel recommends checking the Settlement Website [www.website.com](http://www.website.com), or calling (XXX) XXX-XXXX.

**21. Do I have to attend the hearing?**

No. Class Counsel will present the Settlement Class to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an Objection, you do not have to visit the Court to talk about it. As long as you filed your written Objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

## **22. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file an Objection according to the instructions in Question 16, including all the information required. Your Objection must be **mailed** to the Settlement Administrator, at the mailing addresses listed below, postmarked by no later than <<**Objection Date**>>.

### **IF YOU DO NOTHING**

## **23. What happens if I do nothing?**

If you do nothing, you will not receive any cash payment from this Settlement. However, you are still eligible for credit monitoring. If the Settlement is granted final approval and becomes final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Burton or the other Released Parties based on any claim that could have been or that was brought relating to the Incident.

### **ADDITIONAL INFORMATION**

## **24. How do I get more information?**

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

## **25. What if my contact information changes or I no longer live at my address?**

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

Burton Incident Action  
c/o Kroll Settlement Administration LLC  
PO Box **XXXX**  
New York, NY 10150-**XXXX**