

Exhibit D

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

Rentschler, et al. v. Atlantic General Hospital Corporation, Case No. 1:23-cv-01005

A Court has authorized this notice. This is not a solicitation from a lawyer.

If You Previously Received a Notice Stating You Were Impacted by the Atlantic General Hospital Data Incident, You Are Eligible to Receive Payments from a Class Action Settlement

- If you are receiving this notice, you are eligible to receive a payment from a proposed \$2,250,000 class action settlement (the “Settlement Fund”). To be eligible to make a Settlement Claim, your information must have been impacted in the Data Incident perpetrated on Atlantic General Hospital Corporation (“AGH”), discovered on January 29, 2023.
- The Litigation alleges that on or around January 20, 2023, cybercriminals breached AGH’s computer and information systems and accessed personally identifying information, financial account information, and private health information (collectively, “Private Information”) belonging to AGH’s current and former patients (the “Data Incident”).
- Defendant denies any wrongdoing and denies that it has any liability but has agreed to settle the Litigation on a class-wide basis.
- Eligible claimants under the Settlement Agreement will be eligible to receive:
 - ❖ **Reimbursement for Documented Losses, up to \$5,000, incurred as a result of the Data Incident;**
 - OR**
 - ❖ **A Cash Award, in lieu of the reimbursement for documented losses;**
 - AND**
 - ❖ **In addition to making a claim for a Cash Award or Documented Losses, Class Members may also make a claim for Credit Monitoring and Insurance Services – each Settlement Class Member who submits a valid and timely Claim Form may elect to receive three (3) years of Credit Monitoring and Insurance Services (“CMIS”) regardless of whether they also make a Settlement Claim for a Settlement Payment above.**
- To submit a Settlement Claim visit www.xxxxxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX to request a Claim Form no later than <<Claims Deadline>>.
- For more information, visit www.xxxxxxxxxxxxxxxxx.com or call (XXX) XXX-XXXX Monday through Saturday, between 8:30 a.m. and 5:00 p.m. E.T.
- **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)
Submit a Claim Form	The only way to receive a payment from the settlement.	Submitted or postmarked on or before <<Claims Deadline>>

Exclude Yourself by Opting Out of the Class	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against the Released Persons for the same claims.	Mailed and postmarked on or before <<Opt-Out Date>>
Object to the Settlement and/or Attend the Final Fairness Hearing	You can write the Court about why you agree or disagree with the settlement. The Court cannot order a different settlement, they can only accept or reject the Settlement in the Settlement Agreement. You can also ask to speak to the Court at the Final Fairness Hearing on <<Final Fairness Hearing Date>> , about the fairness of the settlement, with or without your own attorney.	Mailed and postmarked on or before <<Objection Date>>
Do Nothing	Receive no payment from the settlement. Give up any right to bring any other lawsuit against the Released Persons for the same claims.	N/A

- Your rights and options as a Settlement 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 Settlement 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 Litigation that is the subject of the settlement, the general terms of the settlement, and your legal rights and options.

Judge Julie R. Rubin of the United States District Court, District of Maryland is overseeing this case captioned as *Rentschler, et al. v. Atlantic General Hospital Corporation*, Case No.: 1:23-cv-01005. The people who brought the Litigation are called the Representative Plaintiffs. The company being sued, Atlantic General Hospital (“AGH”), is called the Defendant.

2. What is the Litigation about?

The Litigation alleges that on or around January 20, 2023, cybercriminals breached AGH’s computer and information systems and accessed Private Information belonging to AGH’s current and former patients (the “Data Incident”). Specifically, Plaintiffs allege that the following categories of information were compromised in the Data Incident: names, Social Security Numbers, driver’s license numbers, dates of birth, medical record numbers, physician information, health insurance information, subscriber numbers, medical history information, diagnosis/treatment information, and financial account information.

Defendant denies these claims and says it did nothing wrong. No court or other judicial entity has made any judgment or other determination that Defendant has done anything wrong.

3. Why is this a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a “Settlement Class,” and the individuals are called “Settlement Class Members.” One court resolves the issues for all Settlement 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 Plaintiffs or Defendant. Instead, both sides agreed to the settlement. The settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Settlement Class Members. The “Representative Plaintiffs” appointed to represent the Settlement Class, and the attorneys for the Settlement Class (“Settlement Class Counsel,” see Question 18) think the settlement is best for all Settlement 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 Settlement Class Member if you are a Person in the United States to whom AGH mailed a notification that their Private Information may have been impacted in the Data Incident.

Only Settlement Class Members are eligible to receive benefits under the settlement. Specifically excluded from the Settlement Class are: (i) AGH and its respective officers and directors; (ii) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (iii) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data 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:

AGH Data Incident Settlement
c/o Kroll Settlement Administration LLC
PO Box xxxxx
New York, NY 10150-xxxx

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the settlement provide?

The settlement provides that Defendant will fund a Settlement Fund of \$2,250,000, which will be used to pay Costs of Settlement Administration, Attorneys' Fees and Costs, and Service Awards to Representative Plaintiffs, along with: (a) Documented Loss payments (b) Cash Award; and (c) Credit Monitoring and Insurance Services for Valid Claims.

If there are any monies remaining in the Net Settlement Fund after the distribution of Settlement Payments to participating Settlement Class Members, a "Subsequent Settlement Payment" may be evenly made to all Participating Settlement Class Members who submitted Valid Claims and cashed or deposited their initial Settlement Payment, provided the average Subsequent Settlement Payment is equal to or greater than \$10.

Also, as part of the settlement, Defendant either has undertaken or will undertake certain reasonable steps to further secure its systems and environments.

8. What payments are available for reimbursement under the settlement?

Settlement Class Members who submit a Valid Claim are eligible to receive:

- a) **Documented Loss Payment:** Settlement Class Members may submit a Settlement Claim for a Settlement Payment of up to \$5,000 for reimbursement of losses incurred as a result of the Data Incident in the form of a Documented Loss Payment. To receive a Documented Loss Payment, a Settlement Class Member must choose to do so on their Claim Form and submit to the Settlement Administrator the following: (i) a valid Claim Form electing to receive the Documented Loss Payment benefit; (ii) an attestation regarding any actual and unreimbursed documented loss; and (iii) reasonable documentation that demonstrates the documented loss to be reimbursed. Examples of losses incurred as a result of the Data Incident, include but are not limited to:

- bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), miscellaneous qualified expenses subject to explanation, such as postage, notary, fax, copying, mileage, and/or gasoline for local travel;
 - fees for credit reports, credit monitoring, and/or other identity theft insurance product purchased between the date of the Data Incident and <<Claims Deadline>>; Settlement Class Members submitting claims for Out-of-Pocket Losses must submit documentation supporting their claims by an attestation under penalty of perjury, which is part of this Claim Form.
- b) **Cash Award:** In the alternative of reimbursement for documented losses, Settlement Class Members who submit a Valid Claim may elect a Cash Award. The amount of the Cash Award depends on the total of Post Loss Payment Net Settlement Funds remaining after payment of all other claim types.
- c) **Credit Monitoring and Insurance Services:** In addition to a Cash Award or Documented Loss Payment, each Settlement Class Member who submits a Valid Claim may elect to receive three (3) years of Credit Monitoring and Insurance Services (“CMIS”), including \$1,000,000 in identity theft insurance, regardless of whether they also make a Settlement Claim for the Settlement Benefits above at no cost to you.

HOW DO YOU SUBMIT A SETTLEMENT CLAIM?

9. How do I get a benefit?

To receive a Settlement Benefit, you must complete and submit a Settlement Claim online at www.abcdefghijklmnopqrstuvwxyz.com, or by mail to *AGH Data Incident Settlement*, c/o Kroll Settlement Administration LLC, PO Box **xxxxx**, 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 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.

11. When will I get my payment?

The Court will hold a 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, perhaps more than a year. It also takes time for all of the Claim Forms to be processed. Please be patient.

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

The released persons get a release from all claims covered by this settlement. Thus, if the settlement becomes Final and you do not exclude yourself from the settlement, you will be a Settlement Class Member and you will give up your right to sue AGH and Related Entities, including and each of their

past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers from all known and unknown claims, demands, damages, causes of action or suits seeking damages, or other legal or equitable relief arising out of or in any way related to the claims asserted or which could have been asserted in this lawsuit relating to the Data Incident. This release is described in the Settlement Agreement, which is available at www.aaaaaaaaaaaaaaaaaaaa.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 Settlement Class. This is sometimes referred to as “opting out” of the Settlement 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 Settlement Benefits and you will not be bound by any Judgment.

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

No. Unless you exclude yourself, you give up any right to sue any released person 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 any benefit under the settlement.

15. How do I exclude myself from the settlement?

To exclude yourself, send a letter that says you want to be excluded from the settlement in *Rentschler, et al. v. Atlantic General Hospital Corporation*, Case No. 1:23-cv-01005. The letter or Request for Exclusion must clearly manifest a Person’s intent to opt-out of the Settlement Class. You must mail your Request for Exclusion request postmarked by the **Opt-Out Date <<Opt-Out Date>>**, to:

AGH Data Incident Settlement
c/o Kroll Settlement Administration LLC
PO Box **XXXXX**
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 object, you must mail your objection to the Settlement Administrator as well as to Proposed Settlement Class Counsel, Daniel O. Herrera, Cafferty Clobes Meriwether & Sprengel LLP, and counsel for AGH, Mullen Coughlin LLC, at the mailing addresses listed below, postmarked by **no later** than the Objection Date, **<<Objection Date>>**:

Settlement Administrator	Settlement Class Counsel	Counsel for AGH
AGH Data Incident Settlement c/o Kroll Settlement Administration LLC PO Box XXXXX New York, NY 10150-XXXX	Daniel O. Herrera, Cafferty Clobes Meriwether & Sprengel LLP 135 S. LaSalle Street, Suite 3210 Chicago, IL 60603	Michael Jervis, Mullen Coughlin LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333

Your objection must be written and must include all of the following: (i) your full name and address; (ii) the case name and docket number—*Rentschler, et al. v. Atlantic General Hospital Corp.*, Case No. 1:23–CV–01005 (D. Md.); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection you believe applicable; (iv) the identity of any and all counsel representing you in connection with the objection; (v) a statement whether you and/or your counsel will appear at the Final Fairness Hearing; and (vi) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection; (vii) proof that you are a member of the Settlement Class (e.g., copy of settlement notice, copy of original notice of the Website Usage Disclosure); (viii) copies of any documents that you wish to submit in support of your position; (ix) a list, including case name, court, and docket number, of all other cases in which you and/or your counsel has filed an objection to any proposed class action settlement in the past three (3) years.

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

Objecting is telling the Court that you do not like the settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement 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 Settlement 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 Cafferty Clobes Meriwether & Sprengel LLP; Milberg Coleman Bryson Phillips Grossman PLLC; and Kramon & Graham, P.A. as Settlement 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?

Settlement Class Counsel will ask the Court for attorneys' fees of up to 33.3% of the Settlement Fund or \$750,000, plus reasonable expenses. Defendant has agreed to pay any Fee Award and Costs up to those amounts, to the extent approved by the Court. This payment for Fee Award and Costs will be made out of the Settlement Fund. Any such award would compensate Settlement 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.

Settlement Class Counsel will also ask the Court for a Service Award up to \$1,500 for each Representative Plaintiff.

Any Award for Attorneys' Fees and Costs for Settlement Class Counsel, and for Service Awards to the Representative Plaintiffs must be approved by the Court. The Court may award less than the amounts requested. Settlement Class Counsel's papers in support of final approval of the settlement will be filed no later than <<Deadline to File Motion for Final Approval>> and their motion for the Fee Award and Costs will be filed no later than <<Deadline to File Motion for fees, expenses, and Service Awards>> and will be posted on the Settlement Website.

THE COURT'S FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing at <<TIME>> a.m. ET on <<DATE>>, at the <<Court Address>> 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 request for a Fee Award and Costs, as well as the request for Service Awards for the Representative Plaintiffs. 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 Settlement Class Counsel recommends checking the Settlement Website www.xxxxxxxxxxxxxxxxxx.com, or calling (XXX) XXX-XXXX.

21. Do I have to attend the Final Fairness Hearing?

No. Settlement Class Counsel will present the Settlement Agreement 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 Fairness Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required. Your objection and notice of intent to appear must be **mailed** to the Settlement Administrator, Settlement Class Counsel and counsel for AGH, postmarked no later than <<Objection Date>>.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing, you will not get any money from this settlement. If the settlement is granted final approval and the Judgment becomes Final, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or the other Released Persons based on any of the Released Claims.

GETTING MORE 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.xxxxxxxxxxxxxx.com. You may also call or email the Settlement Administrator with questions or to receive a Claim Form at (XXX) XXX-XXXX.