

Exhibit D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Eastern District of California

Ganesh Sankar, Erika Titus-Lay, Jared Cavanaugh, and Kimberly Vongnalith v. California Northstate University, LLC

Lead Case No. 2:24-cv-00473-DAD-JDP

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

If You Are A Person In The United States Whose Private Information Was Potentially Accessible As A Result of the Data Incident, Including If You Were Sent Notification from Defendant That Your Private Information Was Potentially Accessible As A Result of the Data Incident, You Are Eligible to Receive a Settlement Class Member Benefit from a Class Action Settlement

- A Court authorized this Notice to those that are eligible to receive Settlement Class Member Benefits from a proposed class action Settlement. The Action is titled *Ganesh Sankar, Erika Titus-Lay, Jared Cavanaugh, and Kimberly Vongnalith v. California Northstate University, LLC*, Lead Case No. 2:24-cv-00473-DAD-JDP and is pending in the United States District Court for the Eastern District of California. The persons that filed the class action lawsuit are called Plaintiffs or Class Representatives and the company they sued is California Northstate University, LLC (or Defendant). Defendant denies any wrongdoing whatsoever.

- **Who is a Settlement Class Member?**

All persons in the United States whose Private Information was potentially accessible as a result of the Data Incident, including those who were sent notification from Defendant that their Private Information was potentially accessible as a result of the Data Incident.

Excluded from the Settlement Class are (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court, the Court’s immediate family, and Court staff, and (d) any Settlement Class Member who timely and validly requests to opt-out from the Settlement.

- Settlement Class Members under the Settlement Agreement will be eligible to receive:

- ❖ **Cash Payment A – Documented Losses:** Settlement Class Members may submit a Claim for a Cash Payment for up to **\$5,000** per Settlement Class Member, upon submission of a Valid Claim and supporting documentation. Settlement Class Members will be required to submit reasonable documentation supporting the losses.

OR

- ❖ **Cash Payment B – Flat Cash Payment:** As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – Flat Cash Payment, which is a flat Cash Payment in an estimated amount of **\$100**.

In addition to a Cash Payment, Settlement Class Members may select the following:

- ❖ **Credit/Data Monitoring** – Settlement Class Members may elect up to one (1) year of three-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.
- To submit a Claim or obtain more information visit www.website.com or call (XXX) XXX-XXXX to request a Claim Form no later than <<Claim Form 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)
Submit a Claim Form	The only way to receive a Settlement Class Member Benefit from the Settlement.	Submitted or postmarked on or before <<Claim Form Deadline>>.
Exclude Yourself by Opting Out of the Class	Receive no benefit from the Settlement. This is the only option that allows you to keep your right to bring any other lawsuit against Defendant relating to the Data Incident.	Mailed and postmarked on or before <<Opt-Out Period>>.
Object to the Settlement and/or Attend the Final Approval Hearing	You can write the Court about why you agree or disagree with the Settlement or the Application for Attorneys' Fees, Costs and Service Awards. 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 Period>>.
Do Nothing	You will not receive any Settlement Class Member Benefit from this class action Settlement.	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 Action that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

The Judge [REDACTED] of the United States District Court for the Eastern District of California, is overseeing this case captioned as *Ganesh Sankar, Erika Titus-Lay, Jared Cavanaugh, and Kimberly Vongnalith v. California Northstate University, LLC*, Lead Case No. 2:24-cv-00473-DAD-JDP. The people who brought the lawsuit are called the Class Representatives. The company being sued, California Northstate University, LLC, is called the Defendant.

2. What is the Action about?

The Action alleges that, on or about December 21, 2023, Defendant began notifying current, former, and prospective students and employees that it recently completed an investigation of an incident that involved unauthorized access to certain computer systems of Defendant. The investigation determined that between February 12, 2023, and February 13, 2023, an unauthorized actor potentially accessed and obtained certain files stored on Defendant's servers. Following a review of the files that were impacted, Defendant determined that information which may have been involved potentially included its current, former, and prospective students' and employees' names in combination with their Social Security Numbers.

Defendant denies any wrongdoing whatsoever. No court or other judicial body 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 "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 Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class, Class Counsel 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 whose Private Information was potentially accessible as a result of the Data Incident,

Questions? Go to www.website.com or call (XXX) XXX-XXXX

including those who were sent notification from Defendant that their Private Information was potentially accessible as a result of the Data Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Excluded from the Settlement Class are: (a) all persons who are governing board members of the Defendant; (b) governmental entities; and (c) the Court, the Court's immediate family, and Court staff, and (d) any Settlement Class Member who timely and validly requests to opt-out from the Settlement.

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:

<<Mailing Caption>>
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 Settlement Class Member Benefits available to Settlement Class Members who submit Valid Claims: (a) Cash Payment A – Documented Losses, up to \$5,000 per Settlement Class Member, with supporting documentation; or (b) Cash Payment B – Flat Cash Payment – an estimated \$100 Settlement Class Member Benefit; and in addition to a Cash Payment (c) Credit Monitoring for one (1) year of Credit Monitoring with three credit bureaus.

Cash Payments to Settlement Class Members will be subject to a *pro rata* increase, or equal percentage increase, from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly.

Business practice changes – Defendant has undertaken reasonable steps to further secure their systems and environments, and the changes and improvements have been made to protect Settlement Class Members' Private Information.

8. What Settlement Class Member Benefits are available under the Settlement?

Settlement Class Members that submit a Valid Claim may select one of the following Cash Payments:

- a) **Cash Payment A - Documented Losses:** Settlement Class Members may submit a Claim for up to a total of \$5,000 per Settlement Class Member, upon submission of a Claim **and supporting documentation**.
 - To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses. Settlement Class Members will be required to submit

Questions? Go to www.website.com or call (XXX) XXX-XXXX

reasonable documentation supporting the losses. Settlement Class Members shall not be reimbursed for expenses if they have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by Defendant or otherwise. If a Settlement Class Member does not submit reasonable documentation supporting a loss, or if their Claim is rejected by the Settlement Administrator for any reason, and the Settlement Class Member fails to cure his or her Claim, the Claim will be rejected and the Settlement Class Member's Claim will not receive a Cash Payment.

OR

- b) **Cash Payment B – Flat Cash Payment:** As an alternative to Cash Payment A – Documented Losses above, a Settlement Class Member may elect to receive Cash Payment B – Flat Cash Payment, which is a flat cash payment in an estimated amount of \$100.

Cash Payments to Settlement Class Members will be subject to a *pro rata* increase from the Settlement Fund in the event the amount of Valid Claims is insufficient to exhaust the entire Settlement Fund. Similarly, in the event the amount of Valid Claims exhausts the amount of the Settlement Fund, the amount of the Cash Payments may be reduced *pro rata* accordingly.

In addition to electing a Cash Payment, Settlement Class Members may also elect:

- c) **Credit/Data Monitoring:** up to one (1) year of three-bureau Credit Monitoring that will provide the following benefits: three-bureau credit monitoring, dark web monitoring, identity theft insurance coverage for up to \$1,000,000, and fully managed identity recovery services.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a Settlement Class Member Benefit?

To receive a Settlement Class Member Benefit, you must complete and submit a Claim Form online at www.website.com or by mail to <<Mailing Caption>>, 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 <<Claim Form Deadline>> or by mail postmarked by <<Claim Form Deadline>>.

TO RECEIVE AN ELECTRONIC OR ACH PAYMENT FOR YOUR VALID CLAIM, YOU MUST FILE A CLAIM FORM ONLINE AT WWW.WEBSITE.COM

10. When will I get my Settlement Class Member Benefit?

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.

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

Defendant and its affiliates will receive a Release from all claims that could have been or that were brought against Defendant relating to the Data Incident. 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 Defendant and its present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of its past, present, and future directors, officers, executives, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, independent contractors, subrogees, trustees, executors, administrators, clients, customers, data owners, associated third parties, predecessors, successors and assigns, and any other person acting on Defendant's behalf and/or in their capacity as such, and assigns of each of them as well as covered entities associated with the Data Incident. These Releases are described in Section XIII of the Settlement Agreement, which is available at 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 Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

12. If I exclude myself, can I get a Cash Payment from this Settlement?

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

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

No. Unless you exclude yourself, you give up any right to sue Defendant and any other Released Parties for any claim that could have been or was brought relating to the Data 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.

14. How do I exclude myself from the Settlement?

To exclude yourself, send an opt-out request or written notice of intent to opt-out that says you want to be excluded from the Settlement in *Ganesh Sankar, Erika Titus-Lay, Jared Cavanaugh, and Kimberly Vongnalith v. California Northstate University, LLC*, Lead Case No. 2:24-cv-00473-DAD-JDP. The opt-out request must be personally signed by the Settlement Class Member and contain the name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class. Any individual in the Settlement Class who does not timely and validly request to opt out shall be bound by the terms of this Agreement even if he or she does not submit a Valid Claim. You must mail your opt-out request to the Settlement Administrator postmarked by **<<end of the Opt-Out Period>>**, to:

<<Mailing Caption>>

c/o Kroll Settlement Administration LLC

Questions? Go to www.website.com or call **(XXX) XXX-XXXX**

PO Box XXXX
New York, NY 10150-XXXX

OBJECTING TO THE SETTLEMENT

15. 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, and/or Application for Attorneys' Fees, Costs and Service Awards or some part of it by objecting to the Settlement. For an objection to be a valid objection under the Settlement, it must be in writing, filed with the Court, and must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel, and the Settlement Administrator. at the addresses listed below, postmarked by **no later than <<end of the Objection Period>>**.

Clerk of the Court	Class Counsel
<<Court Address>>	Kristen Lake Cardoso Kopelowitz Ostrow P.A. One West Las Olas Blvd., Ste. 500 Fort Lauderdale, FL 33301 Leanna A. Loginov Shamis & Gentile, P.A. 14 NE 1st Ave., Ste. 705 Miami, FL 33132 Scott Edelsberg Edelsberg Law, P.A. 1925 Century Park E., Ste. 1700 Los Angeles, CA 90067 Cassandra P. Miller Strauss Borrelli PLLC 980 N. Michigan Ave., Ste. 1610 Chicago, IL 60611
Defendant's Counsel	Settlement Administrator
Casie D. Collignon Baker Hostetler 1801 California Street, Ste. 4400 Denver, CO 80202	<<Mailing caption>> 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:

- the objector's 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 the objector or objector's counsel;
- the number of times the objector has objected to a class action settlement within the 5 years

- preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;
- iv) the identity of all counsel who represent the objector, 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, Costs, and Service Awards;
 - v) the number of times in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the 5 years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;
 - vi) any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;
 - vii) the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
 - viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
 - ix) a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and
 - x) the objector's signature (an attorney's signature is not sufficient).

16. 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 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.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

Yes. The Court appointed Kristen Lake Cardoso of Kopelowitz Ostrow P.A., Leanna A. Loginov of Shamis & Gentile, P.A., Scott Edelsberg of Edelsberg Law, P.A., and Cassandra P. Miller of 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.

18. How will the lawyers be paid?

Class Counsel will file an Application for Attorneys' Fees, Costs and Service Awards for an award of attorneys' fees to be paid from the Settlement Fund not to exceed 25% of the Settlement Fund, or \$100,000, plus reimbursement of costs. 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 include a request for Service Award payments for the Class Representatives in recognition for their contributions to this Action not to exceed \$2,000 per Class Representative, from the Settlement Fund.

Any attorneys' fees, costs and Service Award payments must be approved by the Court. The Court may award less than the amounts requested.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at <<Time>> PT 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 Application for Attorneys' Fees, Costs and Service Awards payments. 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, or calling (XXX) XXX-XXXX.

20. 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 15, the Court will consider it.

21. 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 15, including all the information required. Your objection must be mailed to the Clerk of the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator, at the mailing addresses listed above, postmarked by no later than the <<end of the Objection Period>>.

IF YOU DO NOTHING

22. What happens if I do nothing?

If you do nothing, you will not receive any benefits from this Settlement. 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 Defendant or the other Released Parties based on any claim

that could have been or that was brought relating to the Data Incident.

ADDITIONAL INFORMATION

23. 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.

24. 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, calling toll-free (XXX) XXX-XXXX or at the Contact page of the Settlement Website:

<<<Mailing Caption>>>
c/o Kroll Settlement Administration LLC
PO Box XXXX
New York, NY 10150-XXXX

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT OR CLASS COUNSEL FOR INFORMATION ABOUT THE CLASS ACTION SETTLEMENT