

# Exhibit D

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

Superior Court of Arizona, Maricopa County  
*Stroup, et al. v. Cardiovascular Consultants Ltd.*, Case No. CV2023-020048

**If your Personal Information was compromised by the Cardiovascular Consultants Ltd. Data Breach on September 27, 2023, you may be eligible for benefits from a Class Action Settlement.**

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

- A Settlement has been reached with Cardiovascular Consultants Ltd. (the “Defendant” or “CVC”) in a class action lawsuit regarding unauthorized access to the Defendant’s computer systems that occurred on or around September 27, 2023 (the “Data Incident”) that potentially exposed individuals’ sensitive personally identifiable information and private health information (“Personal Information”). The Defendant denies any wrongdoing but has agreed to a Settlement to avoid the costs and risks associated with continuing this case.
- You are included as a Settlement Class Member if you live in the United States and your Personal Information was potentially compromised in the Data Incident discovered by CVC in September 2023, including anyone who received notice of the Data Incident.
- Under the proposed Settlement, the Defendant will establish a Settlement Fund of \$3,850,000 to cover benefits to Settlement Class Members (with an individual benefits cap of \$5,000) including: cash payments to Settlement Class Members (estimated at \$75), reimbursement for documented out-of-pocket losses (up to \$5,000), and two (2) years of medical monitoring. The Settlement Fund will also provide Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the court-approved attorneys’ Fee Award and Costs, and Service Awards.
- As a Settlement Class Member, your rights are affected whether you do or do not act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
<b>SUBMIT A CLAIM FORM</b>	The only way to receive a payment and other benefits from this Settlement is by submitting 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 Defendant about the claims resolved by this Settlement. You will not receive any benefits 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 benefits.	<b>Month XX, 2026</b>
<b>DO NOTHING</b>	If you do nothing, you will not get any benefits from this Settlement and you give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant about the claims resolved by this Settlement.	No Deadline

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

Questions? Visit [www.\[website\].com](http://www.[website].com) or call toll-free (XXX) XXX-XXXX.

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Questions? Visit [www.\[website\].com](http://www.[website].com) or call toll-free (XXX) XXX-XXXX.

## **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 lawsuit 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 lawsuit is called *Stroup, et al. v. Cardiovascular Consultants Ltd.*, Case No. CV2023-020048 pending in the Superior Court of Arizona, Maricopa County. The people that filed this lawsuit are called the “Plaintiffs” and the company they sued, Cardiovascular Consultants Ltd., is called the “Defendant” or “CVC.”

### **2. What is this Action about?**

On or about September 27, 2023, the Defendant experienced a data breach to its computer systems (the “Data Incident”) in which sensitive personally identifiable information and protected health information (“Personal Information”) may have been accessed and acquired. This Personal Information included: names, Social Security numbers, addresses, dates of birth, contact information, Driver’s license numbers and/or state ID numbers, health insurance information (e.g., insurance policy and guarantor information), and medical information (e.g., diagnosis and treatment). The Defendant sent Notice to impacted individuals beginning on December 2, 2023. 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 Michele Stroup, Georgios Asimakopoulos, Brian Hazlett, Dode Hammack, Peter Fiorentino, and John Gatchell.

### **4. Why is there a Settlement?**

The Court did not decide in favor of the Plaintiffs or the Defendant. The Defendant denies all claims and contends that it has not violated any laws. The Plaintiffs and the 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 payments and other benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Class Counsel,” think the Settlement is best for all Settlement Class Members.

## **WHO IS IN THE SETTLEMENT?**

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

The Settlement Class includes all individuals residing in the United States whose Personal Information was potentially compromised in the Data Incident discovered by CVC in September 2023, including all those individuals who received notice of the Data Incident.

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

Yes. Excluded from the Settlement Class are: (1) the judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

## **THE SETTLEMENT CLASS MEMBER BENEFITS**

### **7. What can I get from this Settlement?**

If approved by the Court, the Defendant will establish a Settlement Fund of \$3,850,000 to pay all valid claims submitted by the Settlement Class, together with Notice and Administrative Expenses, Taxes and Tax-Related Expenses, the Court-approved attorneys' Fee Award and Costs to Class Counsel, and Service Award payments to the Class Representatives.

The Settlement will provide cash payments and two (2) years of Medical Monitoring (with an individual benefits cap of \$5,000) to Settlement Class Members who submit a valid and timely claim.

In addition to Medical Monitoring, Settlement Class Members may submit a claim for one or both of the following types of cash payments:

- (1) **Pro Rata Cash Payment:** An estimated \$75 cash payment, subject to a *pro rata* (proportional) increase or decrease depending upon the number of valid claims received; and
- (2) **Out-of-Pocket Losses:** Up to \$5,000 in documented, unreimbursed out-of-pocket losses that are fairly traceable to the Data Incident.

### **8. Tell me more about the Pro Rata Cash Payment.**

Settlement Class Members can choose to submit a claim for a *Pro Rata* Cash Payment, estimated to be \$75. The final amount of the payment may be increased or decreased based on the total number of valid claims received (see Question 13).

### **9. Tell me more about reimbursement for Out-of-Pocket Losses.**

In addition to the *Pro Rata* Cash Payment, Settlement Class Members may also choose to receive up to \$5,000 for unreimbursed losses and expenses "fairly traceable" to the Data Incident, including:

- Unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other possible misuse of Settlement Class Member's personal information;
- Costs incurred on or after September 27, 2023, 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 Out-of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

"Fairly traceable" losses and expenses are those where the timing of the loss or expense occurred on or after September 27, 2023 and/or the Personal Information used to commit identity theft or fraud was the same type of Personal Information potentially impacted in the Data Incident.

To receive reimbursement of Out-of-Pocket Losses, you must submit a timely and complete Claim Form including "supporting documentation." Supporting documentation is third-party documentation of losses and expenses such as credit card statements, phone bills, or credit monitoring or identity theft monitoring expenses that document 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. You cannot be reimbursed for Out-of-Pocket Losses if you have already been reimbursed for the same losses and expenses by another source.

## 10. Tell me more about the Medical Monitoring benefit.

In addition to the *Pro Rata* Cash Payment and/or reimbursement for Out-of-Pocket Losses, all Settlement Class Members are also eligible to enroll in two (2) years of Medical Monitoring. After Final Approval of the Settlement, the Settlement Administrator will send an activation code to all Settlement Class Members who submit a valid claim for Medical Monitoring to activate the monitoring services.

## 11. What claims am I releasing if I stay in the Settlement Class?

Unless you opt out of the Settlement Class, 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 A PAYMENT – MAKING A CLAIM

## 12. How do I submit a Claim Form?

Claim Forms may be submitted online by 11:59 p.m. ET on **Month XX, 2026** at [www.\[website\].com](http://www.[website].com) or mailed to the Settlement Administrator so that they are postmarked by **Month XX, 2026** at:

*Stroup, et al. v. Cardiovascular Consultants Ltd.*  
c/o Kroll Settlement Administration LLC  
ATTN: Claims  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

Claim Forms are available on the Settlement Website. You may also contact the Settlement Administrator to request a Claim Form by telephone **(XXX) XXX-XXXX**, or by U.S. Mail at the address above.

## 13. How will payments be calculated?

Once the Settlement expenses, taxes, attorneys’ fees, and awards have been paid out of the Settlement Fund (see Question 7), the remaining balance, the Net Settlement Fund, will be used to provide payments and benefits to the Settlement Class. Benefits will be distributed as follows: reimbursement for Out-of-Pocket Losses, Medical Monitoring, and, lastly, *Pro Rata* Cash Payments. If the funds needed to pay Approved Claims for Out-of-Pocket Losses and/or Medical Monitoring are greater than the Net Settlement Fund balance, reimbursement amounts for Out-of-Pocket Losses will be reduced on a *pro rata* basis and Medical Monitoring reduced to one (1) year. The amount of the *Pro Rata* Cash Payments may be increased or decreased based on the total number of valid claims filed. If a reduction is needed to pay all Approved Claims for Out-of-Pocket Losses, no *Pro Rata* Cash Payments will be made. More information on how payments will be calculated is available in the Settlement Agreement at [www.\[website\].com](http://www.[website].com).

## 14. When will I get my Settlement benefits?

The short answer is – after the Settlement is “finally approved” and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, at **XX:X0 x.m. MT**, to decide whether to approve the Settlement, the attorneys’ Fee Award and Costs for Class Counsel for representing the Settlement Class, and Service Awards to the six Class Representatives.

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 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.

Questions? Visit [www.\[website\].com](http://www.[website].com) or call toll-free **(XXX) XXX-XXXX**.

## THE LAWYERS REPRESENTING YOU

### **15. Do I have a lawyer in this case?**

Yes, the Court appointed Cristina Hesano of Perez Law Group, PLLC and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP, as Class Counsel to represent you and other members of the Settlement Class. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

### **16. 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.

### **17. How will the lawyers be paid?**

Class Counsel's attorneys' fees, costs, and expenses (the Fee Award and Costs) will be paid from the Settlement Fund. Class Counsel is entitled to seek no more than one-third (33%) of the Settlement Fund (\$1,283,333.33) as reasonable attorneys' fees, subject to Court approval.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### **18. 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. The Opt-Out Deadline to submit a "Request for Exclusion" from the Settlement is **Month XX, 2026**.

To opt out of the Settlement, you must submit a written Request for Exclusion to the Settlement Administrator that includes the following information:

- A statement indicating that you want to opt out of the Settlement Class, such as "I wish to be excluded from the Settlement Class in *Stroup, et al. v. Cardiovascular Consultants Ltd.*, Case No. CV2023-020048"; and
- Your full name, current address, and personal signature.

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

*Stroup, et al. v. Cardiovascular Consultants Ltd.*  
c/o Kroll Settlement Administration  
ATTN: Request for Exclusion  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You may only exclude yourself – not any other person.

## OBJECTING TO THE SETTLEMENT

### **19. 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 benefits, the request for attorneys' Fee Award and Costs, or the Service Award payments, the 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.

For an objection to be considered by the Court, it must include:

- a. The case name and number, *Stroup, et al. v. Cardiovascular Consultants Ltd.*, Case No. CV2023-020048.
- b. Your full name, current mailing address, and telephone number;
- c. Information and proof that you are a Settlement Class Member (e.g., copy of the Settlement Notice, copy of the original Notice of the Data Incident, or a statement explaining why you believe you are a Settlement Class Member);
- d. The grounds for the objection, as well as any documents supporting the objection;
- e. Whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- f. The identity of the attorney(s) representing you (if any);
- g. Whether you and/or your attorney(s) intend to appear at the Final Approval Hearing;
- h. A list of all other matters in which you and/or your attorney(s) have objected to a class action settlement;
- i. Your personal or electronic signature or the signature of your attorney.

Any Settlement Class Member who does not file a timely and adequate objection following the requirements above gives up the right to object or be heard at the Final Approval Hearing and is barred from making an objection to the Settlement.

Objections must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**:

*Stroup, et al. v. Cardiovascular Consultants Ltd.*  
c/o Kroll Settlement Administration  
ATTN: Objection  
P.O. Box **XXXX**  
New York, NY 10150-**XXXX**

## THE COURT'S FINAL APPROVAL HEARING

### **20. 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 x.m. MT**, at the Superior Court of Arizona, Maricopa County, **Address, City, ST, Zip Code**, to decide whether to approve the Settlement, the attorneys' Fee Award and Costs for Class Counsel for representing the Settlement Class, and the \$5,000 Service Awards for each of the six Class Representatives who brought this lawsuit on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

Questions? Visit **www.[website].com** or call toll-free **(XXX) XXX-XXXX**.

## 21. 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, but you do not have to come to the Final Approval Hearing to talk about it. 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 such attendance is not necessary for the Court to consider an objection that was filed on time and meets the requirements above.

## 22. 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 the Settlement. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

### **IF YOU DO NOTHING**

## 23. 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 Agreement and will not be eligible to receive a payment or other benefits from this Settlement.

### **GETTING MORE INFORMATION**

## 24. 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](http://www.[website].com). If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone at (XXX) XXX-XXXX or by mail at:

*Stroup, et al. v. Cardiovascular Consultants Ltd.*  
c/o Kroll Settlement Administration  
P.O. Box XXXX  
New York, NY 10150-XXXX