

Exhibit D

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
United States District Court Southern District of Indiana**

Weigand, et al. v Group 1001 Insurance Holdings, LLC, et al., Case No. 1:23-cv-01452-RLY-TAB

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

If You Previously Received a Notice Stating You Were Potentially Impacted by the Defendants’ 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 \$4,759,470 class action settlement (the “Settlement Fund”). To be eligible to make a claim, you must be one of the persons whose personal information may have been compromised as a result of the Data Incident perpetrated on Group 1001 Insurance Holdings, LLC, Group 1001 Resources, LLC, Clear Spring Life and Annuity Company, and Delaware Life Insurance Company (collectively, “Defendants”), as identified on the Class List.
- The class action lawsuit concerns the Data Incident involving the potential exposure of the confidential, personal information of approximately 475,947 of Defendants’ and their affiliates’ and cedents’ current, former, and prospective customers, employees, employee dependents, payees, annuitants, beneficiaries, agents, and others, on or about February 9, 2023.
- Defendants deny any wrongdoing and deny that they have any liability but have agreed to settle the Litigation on a class-wide basis.
- Eligible claimants under the Agreement will be eligible to receive:
 - ❖ **Reimbursement for any Out-of-Pocket Losses and/or Lost Time as a result of the Data Incident;**
 - and**
 - ❖ **Pro Rata Cash Payment;**
 - and**
 - ❖ **Identity Theft Protection Services (including credit monitoring).**
- To submit a claim visit www.aaaaaaaaaaaaaaaa.com or call (XXX) XXX-XXXX to request a Claim Form. You must submit a Claim Form online or to be postmarked no later than **<<Claims Deadline>>**.
- For more information, visit www.aaaaaaaaaaaaaaaa.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 Settlement Class	Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against the Releasees for the same claims.	Mailed and postmarked on or before <<Exclusion Deadline>>
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. The Court cannot order a different settlement. You can also ask to speak to the Court 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 Deadline>>
Do Nothing	Receive no payment from the settlement. Give up any right to bring any other lawsuit against the Releasees for the same claims.	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 litigation that is the subject of the settlement, the general terms of the settlement, and your legal rights and options.

Judge Richard L. Young of the United States District Court Southern District of Indiana is overseeing this case captioned as *Weigand, et al. v Group 1001 Insurance Holdings, LLC, et al.*, Case No.: 1:23-cv-01452-RLY-TAB. The people who brought the litigation are called the Plaintiffs. The companies being sued, Group 1001 Insurance Holdings, LLC, et al., are called the Defendants.

2. What is the litigation about?

The litigation alleges Defendants were liable for the Data Incident under claims for negligence, negligence per se, breach of implied contract, unjust enrichment, breach of fiduciary duty, breach of confidence, and intrusion upon seclusion/invasion of privacy, and the litigation also sought a declaratory judgment.

Defendants deny these claims and say they did nothing wrong. No court or other judicial entity has made any judgment or other determination that Defendants have 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 “Class” or, if settling, a “Settlement 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 Plaintiffs or Defendants. Instead, both sides agreed to the settlement in the Agreement. The settlement avoids the cost and risk of a trial and related appeals, while providing benefits to Class Members. The Class Representatives appointed to represent the Settlement Class, and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) 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 are potentially a Class Member if you are identified on the Class List, which means your Personal Information may have been compromised as a result of the Data Incident.

Only Class Members are eligible to receive benefits under the settlement. Specifically excluded from the Settlement Class are all persons who timely and validly request exclusion from the Settlement Class, the Judge assigned to evaluate the fairness of this settlement, and any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of 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:

Weigand, et al., v Group 1001 Insurance Holdings, LLC, et al.
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 Defendants pay \$4,759,470 into a non-reversionary Settlement Fund. After the distribution of attorneys' fees, Class Counsel's litigation expenses, Costs of Notice and Administration, and Service Awards to the Class Representatives, the remaining funds (the "Net Settlement Fund") will be used to pay for valid claims for: (a) Out-of-Pocket Losses (b) Lost Time (c) *Pro Rata* Cash Payment; and (d) Identity Theft Protection Services. Note that in the event total valid claims would cause the *Pro Rata* Cash Payment to be less than \$5, the *Pro Rata* Cash Payment will be set to \$5 and payments on all other valid claims will be reduced *pro rata*.

If there are unclaimed finds, the Settlement Administrator will make a *cy pres* payment subject to adjustment, out of any remaining funds to the Indiana Community Action Association, Inc.

Payment of attorneys' fees, costs and expenses (see Question 19) and the Costs of Notice and Administration of the settlement will also be paid out of the Settlement Fund.

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

Class Members who submit a valid claim are eligible to receive under the Agreement:

- a) **Reimbursement for Out-of-Pocket Losses:** All Class Members are eligible to recover compensation for up to \$5,000 per person for Out-of-Pocket Losses incurred as a result of the Data Incident, including but 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>>; Class Members submitting claims for Out-of-Pocket Losses must submit documentation supporting their claims by an attestation, which is part of this Claim Form.
- b) **Reimbursement for Lost Time:** Class Members may make a claim for self-certified time spent related to the effects or potential effects of the Data Incident. Each Class Member may claim up to \$80 of lost time (calculated at \$20/hour, up to 4 hours) by simply attesting to the fact that they expended such time and describing how the time was spent.
- c) **Pro Rata Cash Payment:** In the alternative of reimbursements, any Class Member may submit a claim for a Cash Payment for no less than \$5 (subject to increase based on the total Net Settlement Fund remaining after payment of all other claim types).
- d) **Identity Theft Protection Services:** In addition to the benefits above, Class Members can receive 3 years of credit monitoring and identity theft protection services (including \$1,000,000 in identity theft insurance) at no cost.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the settlement, you must complete and submit a claim online at www.aaaaaaaaaaaaaaaaaaaa.com, or by mail to Weigand, et al. v Group 1001 Insurance Holdings, LLC, et al., c/o Kroll Settlement Administration LLC, PO Box xxxxxx, 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 to be 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.

In order for any claim to be valid, the following requirements must be met (all three of these requirements, collectively the “Basic Claim Requirements”):

- (i) the claim must be submitted by a Class Member or the Class Member’s authorized legal representative;
- (ii) the information required to process the claim on the Claim Form must have been completed; and
- (iii) the original claim must have been submitted on or before the <<Deadline to Submit Claims.>>

A claim for an Identity Theft Protection Services, Cash Payment, or Lost Time will be valid so long as it meets the Basic Claim Requirements.

A claim for Out-of-Pocket Losses will be valid so long as it meets the Basic Claim Requirements and is accompanied by written documentation of the loss sufficient to satisfy the Settlement Administrator that the loss is fairly traceable to the Data Incident.

No later than the <<Claims Deadline>>, the Settlement Administrator must process Claim Forms to determine whether the claim is, in whole or in part, valid, invalid, or deficient.

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. You do not need to attend. If the Court approves the Agreement, 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 Releasees 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 Class Member and you will give up your right to sue Defendants, Delaware Life Insurance Company of New York, First Security Benefit Life Insurance and Annuity Company of New York, Standard Security Life Insurance Company of New York, and Heartland National Life Insurance Company, and all of their respective past, present, and future employees, officers, directors, affiliates, agents, vendors, attorneys, insurers, successors, parent companies, subsidiaries, and shareholders 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 Data Incident, including claims asserted or which could have been asserted in the Litigation. The release is described in the Agreement, which is available at www.aaaaaaaaaaaaaaaaaaaa.com. If you have any questions, you can contact 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 benefits from the settlement 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 Releasees 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 Agreement.

15. How do I exclude myself from the settlement?

To exclude yourself, send a letter or request to opt out that says you want to be excluded from the settlement in *Weigand, et al. v Group 1001 Insurance Holdings, LLC, et al.*, Case No. 1:23-cv-01452-RLY-TAB. The letter must: (a) state your full name, address, and telephone number; (b) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (c) state unequivocally your intent to be excluded from the Agreement. You must mail your exclusion request to be postmarked by the Deadline to Opt-Out <<Exclusion Deadline>>, to:

Weigand, et al. v Group 1001 Insurance Holdings, LLC, et al.
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 at the mailing addresses listed below, to be postmarked by **no later** than the Deadline to Object, <<Deadline to Object>>:

Objections to Weigand, et al. v Group 1001 Insurance Holdings, LLC, et al.
c/o Kroll Settlement Administration LLC
PO Box XXXXX
New York, NY 10150-XXXX

The Settlement Administrator will forward your objection and any accompanying documentation to Class Counsel and counsel for Defendants, and Class Counsel will file it with the Court.

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, *Weigand, et al. v Group 1001 Insurance Holdings, LLC, et al.*, Case No. 1:23-cv-01452-RLY-TAB; (iii) information identifying you as a Class Member; (iv) a statement as to whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) a detailed written statement of the specific legal and factual basis for each and every objection, accompanied by any legal support for the objection the objector believes applicable; (vi) the identity of any counsel representing you in connection with the objection; (vii) a statement whether you intend to appear at the Final Approval Hearing, either in person or through counsel; (viii) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objections and any documents to be presented or considered; and (ix) your signature or the signature of your duly authorized attorney or other duly authorized representative (if any) representing you in connection with the objection.

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 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 Class Member, and the case no longer affects you. If you submit both a valid objection and a valid request to be excluded, 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 Lynn A. Toops of Cohen & Malad, LLP; and J. Gerard Stranch, IV, of Stranch, Jennings & Garvey, 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 ask the Court for an award for attorneys' fees up to \$**x,xxx,xxx,xx**, plus reasonable expenses. This payment for attorneys' fees will be made out of the Settlement Fund.

Class Counsel will also ask the Court for a Service Award up to \$5,000 for each of the Class Representatives.

Any award for attorneys' fees, costs and expenses for Class Counsel, and for Service Awards to the Class Representatives must be approved by the Court. The Court may award less than the amounts requested. 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 attorneys' fees, expenses, and Service Awards 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 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>> a.m. ET on <<DATE>>**, at the **<<Court Address>>** or by remote or virtual means 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 an award of attorneys' fees and reasonable costs and expenses, as well as the request for Service Awards for the Class Representatives. 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.xxxxxxxxxxxxxxxxxx.com**, or calling **(XXX) XXX-XXXX**.

21. Do I have to attend the hearing?

No. Class Counsel will present the 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 Approval Hearing. To do so, you must file an objection according to the instructions in Question 16, including all the information required.

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 Defendants 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, and definitions for certain capitalized terms in this notice, are in the Agreement itself. A copy of the 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.