

Exhibit D

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
UNITED STATES DISTRICT COURT EASTERN DISTRICT OF KENTUCKY**

In Re CorrectCare Data Breach Litigation, Case No. 5:22-319-DCR

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 Defendant 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 \$6,490,000 non-reversionary class action settlement (the “Settlement Fund”). To be eligible to make a claim, your information must have been impacted in the Data Incident perpetrated on CorrectCare Integrated Health, LLC (“Defendant”), discovered on or around July 6, 2022.
- The class action lawsuit concerns the incident discovered by Defendant on or around July 6, 2022, and first publicly announced by Defendant on or around November 28, 2022, in which a server containing certain information (collectively, “Personal Information”) of persons whose medical claims were processed by Defendant was exposed to, and may have been accessed by, unauthorized individuals (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.
- Class Members will be eligible to receive:
 - ❖ **Reimbursement for any Out-of-Pocket Losses as a result of the Data Incident;**
 - OR**
 - ❖ **Alternative Cash Payment, in lieu of the reimbursement for Out-of-Pocket Losses; AND**
 - ❖ **California Additional Cash Payment – if you are identified in the Class List as eligible to receive a California Additional Cash Payment, you will automatically receive such payment upon submission of a valid claim for either Out-of-Pocket Losses or for an Alternative Cash Payment.**
- To submit a claim visit www.aaaaaaaaaaaaaaaa.com or call (XXX) XXX-XXXX to request a Claim Form no later than <<Deadline to Submit Claims>>.
- For more information, visit www.aaaaaaaaaaaaaaaa.com or call (XXX) XXX-XXXX.
- **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	This is the only way to receive a payment from the Settlement.	Submitted or postmarked on or before <<Deadline to Submit Claims>>
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 CorrectCare Parties for the same claims.	Mailed and postmarked on or before <<Deadline to Opt-Out>>
Object to the	You can write the Court about why you agree or	Mailed and

Settlement and/or Attend the Final Approval Hearing	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 <<Date of Final Approval Hearing>> , about the fairness of the Settlement, with or without your own attorney.	postmarked on or before <<Deadline to Object>>
Do Nothing	Receive no payment from the Settlement. Give up any right to bring any other lawsuit against the Released Parties 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.

What This Notice Contains

Basic Information #

Who is in the Settlement #

The Settlement Benefits—What You Get if You Qualify #

How Do You Submit a Claim #

Excluding Yourself from the Settlement #

Objecting to the Settlement #

The Lawyers Representing You #

The Court’s Final Approval Hearing #

If You Do Nothing #

Getting More Information #

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.

Chief Judge Danny C. Reeves of the United States District Court Eastern District of Kentucky is overseeing this case captioned as *In re CorrectCare Data Breach Litigation*, Case No 5:22-319-DCR (E.D. Ky.). The people who brought the litigation are called the Class Representatives. The company being sued, CorrectCare Integrated Health, LLC, is called the Defendant.

2. What is the litigation about?

The litigation alleges the following claims against Defendant relating to the Data Incident: negligence, negligence per se, breach of implied contract, unjust enrichment, breach of fiduciary

duty, breach of confidence, intrusion upon seclusion/invasion of privacy, declaratory judgment, violations of the California Consumer Privacy Act of 2018, violations of the California Confidentiality of Medical Information Act, violations of the California Consumer Records Act, violations of the Georgia Unfair Business Practices Act, violations of the Louisiana Unfair Trade Practices and Consumer Protection Law, and violations of the South Carolina Unfair Trade Practices Act.

Defendant denies these claims and maintains 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 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 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 Class Members. The “Class Representatives” appointed to represent the Settlement Class, and the attorneys for the 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 potentially a Class Member if your Personal Information was compromised as a result of the Data Incident and you are identified on the Class List.

You may also be a Class Member who is identified on the Class List as eligible for a California Additional Cash Payment if you make a valid claim for Out-of-Pocket Losses or an Alternative Cash Payment, and you will automatically receive such payment.

Only Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the 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:

In Re CorrectCare Data Breach Litigation
c/o Kroll Settlement Administration
P.O. 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 the following payments up to a total of \$6,490,000 (less Costs of Notice and Administration, Class Counsel's attorneys' fees and expenses, and service awards): (a) Reimbursement of Out-of-Pocket Losses (b) Alternative Cash Payment; and (c) California Additional Cash Payment. Note that in the event that the total claims exceed the \$6,490,000 cap on payments to be made by Defendant, these benefits may be reduced *pro rata*.

After the distribution of Costs Notice and Administration, any applicable taxes and tax expenses, Class Counsel's attorneys' fees and expenses, service awards to the Class Representatives, and settlement benefits to claimants, the Settlement Administrator will make a *cy pres* payment subject to adjustment, out of any remaining funds to the American Civil Liberties Union Foundation, National Prison Project.

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:

- a) ***Out-of-Pocket Losses***: Class Members may make a claim for unreimbursed out-of-pocket expenses incurred, up to \$10,000 per claimant, that are fairly traceable to 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 <<Deadline to Submit Claims>>;
 - actual fraud that occurred between the date of the Data Incident and <<Deadline to Submit Claims>>.

If the amount of valid claims for Out-of-Pocket Losses exceeds the limit for all claimants under the Settlement, then each payment will be reduced *pro rata* until all payments total the limit for all claimants.

- b) ***Alternative Cash Payment***: In the alternative of a payment for Out-of-Pocket Losses, the Settlement Administrator will make Settlement payments, based on a formula detailed in the Settlement Agreement, from the Net Settlement Fund to each Class Member who submits a valid claim. If a claim for Out-of-Pocket Losses is determined by the Settlement Administrator as not valid or is valid for only an amount less than the Alternative Cash Payment amount, then the claim shall be treated as a valid claim for the Alternative Cash Payment, rather than for Out-of-Pocket Losses.
The Settlement Fund will pay all valid claims for an Alternative Cash Payment on a *pro rata* basis per claim for an Alternative Cash Payment, after deducting the amount of California Additional Cash Payments due.

- c) **California Additional Cash Payment:** Any Class Member who is identified on the Class List as being eligible to receive a California Additional Cash Payment will automatically also receive such Payment upon submission of a valid claim for either Out-of-Pocket Losses or for an Alternative Cash Payment, in an amount equal to one-half of the Alternative Cash Payment.

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 Form online at www.xxxxxxxxxxxxxxxxxxxx.com, or by mail to In Re CorrectCare Data Breach Litigation, c/o Kroll Settlement Administration LLC, P.O. 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 <<Deadline to Submit Claims>> or by mail postmarked by << Deadline to Submit Claims>>.

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 <<Deadline to Submit Claims.>>

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 prove to the Settlement Administrator that the loss is fairly traceable to the Data Incident.

A claim for an Alternative Cash Payment will be valid so long as it meets the Basic Claim Requirements.

A valid claim by a claimant who is identified on the Class List as being eligible to receive a California Additional Cash Payment will automatically also receive such payment.

The Settlement Administrator will 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. 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 Parties 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 and other persons, including its insurers, and including but not limited to their current and former officers, directors, employees, attorneys and agents 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 benefits from the Settlement and you will not be bound by any Judgment.

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 any Released Party for the claims that this Settlement resolves. You must exclude yourself from the Class 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 letter that says you want to be excluded from the Settlement in *In Re CorrectCare Data Breach Litigation*, Case No. 5:22-319-DCR (E.D. Ky.). 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 Settlement. You must mail your exclusion request postmarked by the Deadline to Opt-Out **<<Deadline to Opt-Out>>**, to:

In Re CorrectCare Data Breach Litigation
c/o Kroll Settlement Administration
P.O. 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 Clerk of the Court, Class Counsel and CorrectCare’s counsel, at the mailing addresses listed below, postmarked by **no later** than the Deadline to Object, **<<Deadline to Object>>**:

Court	CorrectCare’s Counsel
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United States District Court Eastern District of Kentucky 101 Barr Street Lexington, KY 40507 (859) 233-2503	Devin S. Anderson Kirkland & Ellis LLP 95 S. State St. Salt Lake City, UT 84111
Class Counsel	
Lynn A. Toops Cohen & Malad, LLP; <p style="text-align: center;"><<Address>></p> Gary M. Klinger Milberg Coleman Bryson Phillips Grossman, PLLC; <p style="text-align: center;"><<Address>></p>	Benjamin F. Johns Shub & Johns LLC; and <p style="text-align: center;"><<Address>></p> J. Gerard Stranch, IV Stranch, Jennings & Garvey, PLLC <p style="text-align: center;"><<Address>></p>

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, *In Re CorrectCare Data Breach Litigation, Case No. 5:22-319-DCR (E.D. Ky.)*; (iii) information identifying you as a Class Member, including proof that you are a Class Member; (iv) a statement as to whether the objection applies only to you, to a specific subset of the Class, or to the entire Class; (v) a clear and 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 the 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; Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC; Benjamin F. Johns of Shub & Johns LLC; 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 one-third of the amount of

the Settlement Fund, plus reasonable expenses. Defendant has agreed to pay any award of attorneys' fees, costs and expenses up to those amounts, to the extent approved by the Court. This payment for attorneys' fees will be made out of the Settlement Fund. 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 up to \$2,500 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 Motino 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 United States District Court Eastern District of Kentucky, 101 Barr Street, Lexington, KY 40507 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 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 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 Clerk of the Court, Class Counsel and Defendants' Counsel, postmarked no later than **<<Deadline to Object>>**.

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 other Released Parties 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.