

EXHIBIT D

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IRAM BAKHTIAR, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

INFORMATION RESOURCES, INC.,

Defendant.

Case No.: 3:17-cv-04559-JST

**NOTICE OF CLASS AND
COLLECTIVE ACTION
SETTLEMENT TO FAIR LABOR
STANDARDS ACT COLLECTIVE
ACTION MEMBERS**

Honorable Jon S. Tigar

IMPORTANT NOTIFICATION TO COLLECTIVE ACTION MEMBERS

TO: ALL PERSONS WHO WERE EMPLOYED BY INFORMATION RESOURCES, INC., AND CLASSIFIED AS EXEMPT CLIENT SERVICE MANAGERS, CLIENT SOLUTIONS MANAGERS, CLIENT SERVICE ANALYSTS, AND CLIENT SERVICE CONSULTANTS, AND OTHER SIMILAR, NON-MANAGEMENT POSITIONS, INCLUDING CLIENT INSIGHTS ANALYSTS AND CLIENT INSIGHTS CONSULTANTS WITHIN THE UNITED STATES AT ANY TIME FROM AUGUST 9, 2014, THROUGH [date of the preliminary approval order], AND WHO TIMELY FILED A CONSENT FORM IN THIS MATTER (“FLSA Collective Members”).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

ACCORDING TO COMPANY RECORDS, YOU ACTIVELY WORKED AS AN EXEMPT FLSA COLLECTIVE MEMBER IN THE UNITED STATES BETWEEN [three years before the date of opt-in or August 9, 2014, whichever is later] AND MARCH 6, 2019, FOR [XXX] WEEKS. ACCORDING TO COURT RECORDS, YOU HAVE ALREADY FILED A CONSENT TO JOIN THIS LAWSUIT.

YOUR ESTIMATED ALLOCATION OF THE SETTLEMENT IS \$[XXXXX] (“FLSA Collective Payment”). YOU WILL RECEIVE AT LEAST \$[XXXXX] IF YOU DO NOT WITHDRAW YOUR FLSA CONSENT-TO-JOIN AND THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT. YOUR FINAL ALLOCATION MAY BE MORE THAN \$[XXXXX] IF OTHERS ELECT NOT TO PARTICIPATE IN THIS SETTLEMENT.

- The settlement fund will pay claims of 129 former Client Service Managers, Client Solutions Managers, Client Service Analysts, Client Service Consultants, and other similar, non-management positions, including Client Insights Analysts and Client Insights Consultants who worked for Information Resources, Inc. (“IRI”) and whom IRI classified as exempt at any point

from August 9, 2014, until March 6, 2019, in the United States and timely joined the federal Fair Labor Standards Act (“FLSA”) Collective Action.

- The settlement pertains to a lawsuit asserting causes of action against IRI for failure to pay overtime wages and a host of California state law claims inapplicable to you.
- IRI denies that it is liable for any of these claims. IRI contends that, at all times, it properly classified and paid the employees subject to this settlement. However, in light of the risk and expense of protracted litigation, IRI, Class and Collective Counsel, and Plaintiff believe that this is a fair settlement of the class and collective claims.

YOUR OPTIONS AND LEGAL RIGHTS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you do nothing, and assuming that the Court approves the settlement, you will receive a settlement payment approximating your estimated FLSA Collective payment stated above. If you do nothing, a check will arrive in the mail (to the same address to which this Notice was sent). Even if you do not cash the check, you will agree that you are releasing your claims covered by this Settlement, including your claims under the federal FLSA.
WITHDRAW YOUR CONSENT-TO-JOIN	If you take the affirmative steps described in this notice to withdraw your consent-to-join and exclude yourself from the settlement, you will receive no payment from this settlement. However, you would be free to pursue any claims separately against IRI. The steps to withdraw your consent-to-join are explained below.

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BASIC INFORMATION

1. Why did I get this notice package?

IRI's records indicate that the company employed you and classified you as an exempt Client Service Manager, Client Solutions Manager, Client Service Analyst, Client Service Consultant, and/or other similar, non-management positions, including Client Insights Analyst and/or Client Insights Consultant in the United States at some point between August 9, 2014 and March 6, 2019 (the "Collective Action Period"), and Court records reflect that you timely filed a consent-to-join form.

You received this notice because you have a right to know about a proposed settlement of a class and collective action lawsuit, and about your options, before the Court decides whether to finally approve the settlement. If the Court approves it, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement requires.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Bakhtiar v. Information Resources, Inc.*, Case No. 3:17-cv-04559-JST (N.D. Cal.). The person who brought the suit is called the Plaintiff, and the entity the suit was brought against (IRI) is the Defendant.

2. What is this lawsuit about?

The Plaintiff in this lawsuit claims that IRI misclassified as "exempt" from state and federal overtime laws Client Service Managers, Client Solutions Managers, Client Service Analysts, Client Service Consultants, and other job titles performing the same or similar non-management positions, including Client Insights Analysts and Client Insights Consultants. Plaintiff thereby alleges that IRI failed to pay overtime when people in these positions worked more than forty hours in a week, along with various California claims inapplicable to you. This lawsuit involves a collective action for claims under the federal Fair Labor Standards Act and a class action under California state law. You are not a part of the California class action.

The Court has not issued any ruling on the merits of Plaintiff's claims, and IRI takes the position that its pay practices, including the exempt classifications at issue in this lawsuit, have been appropriate under all applicable law, and were made in good faith.

3. What is a collective action?

In a FLSA collective action, the Representative Plaintiff (in this case Iram Bakhtiar), sues on behalf of people who have similar claims (the FLSA Collective). The Court can make rulings affecting

the FLSA Collective (such as approving the parties' settlement), which only effect those who have filed a consent-to-join.

4. Why is there a settlement?

The Court did not issue a judgment, or make any rulings on the merits, in favor of Plaintiff or Defendant. Instead, the parties reached a negotiated settlement, which avoids the uncertainties, costs, and delays associated with further litigation and which compensates the FLSA Collective members sooner, rather than later, if at all. The Representative Plaintiff and the attorneys believe that this settlement is in the best interests of all FLSA Collective Members.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the settlement?

Everyone who fits the following description is a FLSA Collective Member: All individuals employed by Defendant at any time from August 9, 2014, through March 6, 2019, and who have been employed by Defendant as Client Service Managers, Client Solutions Managers, Client Service Analysts, Client Service Consultants, and other similar, non-management positions, including Client Insights Analysts and Client Insights Consultants, within the United States, who submitted a consent-to-join form in this matter prior to March 6, 2019.

6. Are there exceptions to being included?

You are not a FLSA Collective Member if you did not work for IRI as an exempt Client Service Manager, Client Solutions Manager, Client Service Analyst, Client Service Consultant, or other similar non-management position, including Client Insights Analyst and Client Insights Consultant, within the United States during the Collective Action Period. You may also exclude yourself from the FLSA Class settlement by timely withdrawing your consent-to-join form, as described below.

You are not a FLSA Collective Member if you did not previously submit a FLSA consent-to-join in this case.

7. I am still not sure if I am included.

If you are receiving this notice, it is most likely that you do qualify to participate, and unless you timely withdraw your consent-to-join form, you will receive a settlement payment, assuming that the Court approves the settlement. If you have questions about whether you qualify, you may contact Class Counsel at the contact information provided below.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

IRI has agreed to create a settlement fund of \$2,250,000. This fund will be divided among all California Class Members and FLSA Collective Members who participate in the settlement, and fund Plaintiff's attorney's fees and costs, an enhancement payment to the named Plaintiff, administrative expenses, and other payments made pursuant to this Settlement. After attorneys' fees and costs, the named Plaintiff enhancement, administrative expenses, and other payments, approximately \$1,615,625 is expected to be available for distribution to those participating in the Settlement.

Participants in the settlement will receive a payment based on the number of workweeks during the Collective Action Period that they worked as exempt employees in the relevant positions for IRI. The more workweeks a FLSA Collective Member worked as an exempt employee for IRI, the more that or FLSA Collective Member will receive as a result of the settlement, assuming the Court approves the settlement.

California participants will receive payment that is 1.75 times larger per workweek than participants who worked outside of California, to reflect the additional claims asserted on behalf of those individuals, and differences between California and federal wage and hour laws. Members of both the California Class and the FLSA Collective will receive payment that is 2.0 times larger per workweek than participants who worked outside California.

The Settlement provides for corporate changes, too. In particular, IRI agrees to review the job responsibilities of persons currently in the following job classifications:

- Client Service, Analyst;
- Client Service, Consultant, Level 1;
- Client Insights, Analyst; and
- Client Insights, Consultant, Level 1.

IRI has created a new job title, "Junior Analyst," for the Client Service and Client Insights employees that have been reclassified as nonexempt or will be hired as nonexempt.

IRI has begun to analyze the job responsibilities of persons employed in all of the job classifications listed above (including all Analysts regardless of Level). Based on that analysis, IRI will either: (1) classify those employees as non-exempt and assign them a job title of Client Service Junior Analyst, or Client Insights Junior Analyst; (2) modify the job duties performed by those employees so that they remain exempt employees and assign them a job title other than of Client Service Junior Analyst, or Client Insights Junior Analyst; or (3) determine that the employees are correctly classified. When newly hired or reassigned employees are placed as Analysts or Consultants, IRI will determine whether at the time of hire or reassignment those employees should be classified as a nonexempt Client Service Junior Analyst, Level 1 or Client

Insights Junior Analyst, Level 1, or assigned a different, exempt classification.

IRI will provide reports to Class Counsel concerning the classification of employees in the four job classifications listed above, and for each person explain whether that person has been reclassified as non-exempt or has remained in or been reassigned to an exempt position. If and to the extent that any incumbent employee in any of the four Classifications listed above has not been examined, the status report will set forth a schedule for that examination. For a period of two years after entry of Final Judgment, IRI will provide Class Counsel with four updated reports, six months, twelve months, 18 months, and 24 months after Final Approval.

Within the 24-month period after Final Approval, if the nomenclature of the job classifications at issue changes, IRI will review the exempt status of the employees in substantially similar positions.

9. How much will my payment be?

Your estimated share of the fund is listed on the first page of this Notice. The amount is based on the number of workweeks during which you were actively employed as a FLSA Collective Member during the Collective Action Period.

For tax reporting purposes, one-half of the settlement amount you receive will be considered wages and one-half will be considered liquidated damages. The claims administrator will issue you associated tax reporting documents. You alone are responsible to pay any appropriate taxes on your settlement amount.

YOU WILL LIKELY RECEIVE A PAYMENT UNLESS YOU AFFIRMATIVELY WITHDRAW YOUR CONSENT-TO-JOIN FORM

10. How can I get a payment?

If you are receiving this notice, and the settlement receives final approval from the Court, unless you affirmatively withdraw your FLSA consent-to-join form by **[date – 45 days after notice is mailed]**, you will automatically receive a payment.

11. When would I get my payment?

The Court will hold a hearing on **[date]** at **[time]** p.m. to decide whether to grant final approval of the settlement. If the Court approves the settlement, there may be appeals. Resolving any appeals can take time, perhaps more than a year. Please be patient.

However, if the Court approves the settlement at the hearing and there are no appeals, payments will be made within several months after the hearing.

12. What am I giving up to get a payment?

Unless you affirmatively and timely withdraw your FLSA consent-to-join form, you are part of the FLSA Collective. That means you cannot sue, continue to sue, or be part of any other lawsuit against IRI concerning the wage and hour claims covered by this settlement. It also means that all of the Court's orders will apply to you and legally bind you.

Unless you affirmatively and timely withdraw your FLSA consent-to join form, you will be releasing all wage and hour claims covered by this settlement under the FLSA, whether you cash your check or not.

You can review the exact language of the release by reviewing the Settlement Agreement online, at the web address listed in the "Getting More Information" section of this Notice, below. The relevant portion begins in Page 6 of the Settlement Agreement.

13. What if I believe I am not being credited for the right number of workweeks?

If you dispute the information shown on your Notice of Settlement regarding the total number of weeks that you actively worked during the Collective Action Period as an exempt Client Service Manager, Client Solutions Manager, Client Service Analyst, Client Service Consultant, or other similar non-managerial position, you may indicate and explain such disagreement within forty-five (45) days of the mailing of the Notice of Settlement. You can do so by notifying the Claims Administrator pursuant to the following procedures:

- a) You must timely submit employment documentation relating to your dispute, such as such as time or pay slips, offer letters, termination notices, performance evaluations or reviews, signed employment policies or handbooks, work communications such as time-stamped emails, or other documentation indicating your period of employment with IRI;
- b) The Claims Administrator shall notify IRI's Counsel and Class Counsel of any such dispute no later than five (5) days after receiving notice of the dispute;
- c) In case of a dispute, IRI's records shall control and will have a rebuttable presumption of correctness. This means that you have the burden to prove, with records such as those described above, that the work weeks listed are wrong; and
- d) The Claims Administrator will notify you whether or not your dispute has been successful.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. What does it mean to exclude myself from the settlement?

If you do not want a payment from the Settlement, but you want to keep the right to pursue claims (or continue to pursue claims) against IRI on your own regarding the legal issues in this case, then you must exclude yourself from the settlement of FLSA Collective claims by withdrawing your FLSA consent-to-join form. If you withdraw your FLSA consent-to-join form, you will not receive any money at all from the settlement.

15. How do I withdraw my consent?

To exclude yourself from the settlement, you must send a letter by mail to the Claims Administrator setting forth your name, the case name and number, and a statement that you request to withdraw your consent-to-join form, and your signature. You must mail your withdrawal request postmarked no later than **[date 45 days after notice is mailed]** to:

Bakhtiar v. Information Resources, Inc. Claims Administrator
c/o Rust Consulting Inc.
P.O. Box 2396
Fairbault, MN 55021-9096

If you withdraw your consent-to-join form, you will not get any settlement payments of any kind in this case. You will not be legally bound by anything that happens in this lawsuit. You will be able to pursue claims (or continue to pursue claims) against IRI for the wage claims at issue in this case in the future.

If you have a pending claim or lawsuit, speak to your lawyer in that case immediately. You may need to exclude yourself from this settlement to continue your own claim or lawsuit.

16. What happens if I do nothing?

If you do nothing regarding this notice, you will be sent a check for your allocated amount, provided the Court grants final approval of the Settlement. Even if you do not cash the check, your rights will still be affected, in that you will give up your right to sue IRI for claims that this settlement resolves.

17. What are claims under the Fair Labor Standards Act?

The Fair Labor Standards Act (“FLSA”) is a federal law governing the payment of overtime for hours worked past 40 in a week.

If you do not timely withdraw your consent-to-join form, you will release your claims under the

FLSA, regardless of whether you cash your check.

THE LAWYERS REPRESENTING THE COLLECTIVE

18. Do I have a lawyer in this case?

Bryan Schwartz Law represents the FLSA Collective. The lawyers of this office are called Class Counsel. These lawyers will be paid from the settlement amount, so you will not be charged personally for these lawyers' work on this case and in negotiating this settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers, claims administrator, Representative Plaintiff, and the State of California be paid?

Class Counsel will ask the Court to approve the payment of one-quarter of the settlement amount for attorneys' fees (up to \$562,500), as well as litigation costs.

The Claims Administrator administering the settlement will be compensated at the fair market rate of those services from the settlement, and capped at \$15,000.

A payment of up to \$15,000 will be made to Class Representative Iram Bakhtiar for her work in bringing this lawsuit and in exchange for her waiving a much broader array of personal claims than those you are waiving.

Plaintiff's Counsel will also ask the Court to approve a payment of \$16,875 to the State of California's Labor and Workforce Development Agency ("LWDA") to satisfy alleged California Labor Code violations pursuant to the California Labor Code Private Attorneys General Act of 2004. A payment to the LWDA is required by statute.

The Court may award less than these amounts. IRI has agreed not to oppose Plaintiff's Counsel's request for fee, expense, and Representative Plaintiff service payments. If the Court awards less than the amounts described in this section, that money will be redistributed to Class Members and FLSA Collective Members or distributed to an appropriate charity, depending upon the amount of the money. No money from hypothetically reduced attorneys' fees and costs will revert to IRI.

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 Approval Fairness Hearing at [XXX] on [XXX], at the United States District Court for the Northern District of California, 1301 Clay Street, Courtroom 6, 2nd Floor, Oakland, CA, 94612, before the Honorable Jon S. Tigar. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections from California Class Members, the Court will consider them. FLSA Collective members may not object to the

settlement; they may only choose whether or not to participate in the settlement. After the hearing, the Court will decide whether to approve the settlement.

Please note that the hearing may be postponed without further notice. Thus, if you plan to attend the hearing, you should check the website listed in the “Getting More Information” section of this Notice, below, or access the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

21. Do I have to come to the hearing?

No. But, you are welcome to come at your own expense. You may also pay your own lawyer to attend, but it is not necessary.

GETTING MORE INFORMATION

22. Are there more details about the settlement?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at <http://www.bryanschwartzlaw.com/irisettlement>, by contacting Class Counsel as set forth at Section 24, below, by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court at any location of the United States District Court for the Northern District of California, during business hours. In addition to the settlement agreement, the website <http://www.bryanschwartzlaw.com/irisettlement> provides access to the Class Notice, the motions for approval of the settlement and for attorneys’ fees, the operative Complaint, and other documents relevant to the settlement. If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement will control.

23. How do I get more information?

You can call 1-XXX-XXX-XXXX toll free, write to *Bakhtiar v. Information Resources, Inc.* Claims Administrator, c/o Rust Consulting Inc., P.O Box 2396 Fairbault, MN 55021-9096, or go to <http://www.bryanschwartzlaw.com/irisettlement>.

You may also call Class Counsel: Bryan Schwartz Law, (510) 444-9300.

DO NOT CALL THE COURT

CONCLUSION

THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, THE HONORABLE JON S. TIGAR, UNITED STATES DISTRICT COURT JUDGE.

The Honorable Judge Jon S. Tigar

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