

Exhibit D

United States District Court for the Eastern District of California

**IF YOU ARE LEGALLY BLIND AND ATTEMPTED TO ACCESS
INTER-CONTINENTAL HOTELS CORPORATION’S WEBSITE WITH
SCREEN READING SOFTWARE BETWEEN JANUARY 1, 2022 AND NOW, YOU
SHOULD READ THIS NOTICE AS YOUR RIGHTS MAY BE AFFECTED.**

The United States District Court for the Eastern District of California authorized this notice. Please read it carefully. It’s not junk mail, spam, an advertisement, or a solicitation by a lawyer. You are not being sued.

Basic Information	
<p><i>1. Why Was This Notice Issued?</i></p>	<p>A settlement was reached in the class action lawsuit, <i>Jimenez v. Inter-Continental Hotels Corporation, et al.</i>, No. 2:23-cv-03039-DC-JDP (the “Action”), by Plaintiff Flor Jimenez (“Plaintiff”) and Defendant Inter-Continental Hotels Corporation (“Defendant”).</p> <p>The United States District Court for the Eastern District of California authorized this Notice because you have a right to know about the proposed settlement and all of your options before the Court decides whether to approve the proposed settlement. This Notice explains the Action, the settlement, your legal rights, what benefits are available, and who can get them.</p>
<p><i>2. What Is a Class Action?</i></p>	<p>In a class action, one or more people called “Class Representatives” or “Plaintiffs” (in this case, Flor Jimenez) sue on behalf of people who may have similar claims. All these people are a “Class” and each is a “Class Member.” One court resolves the issues for all Class Members, except for those who opt out of the Class.</p>
<p><i>3. What Is This Action About?</i></p>	<p>Plaintiff brought this Action against Defendant, for herself and all others like her, alleging that Defendant’s website, https://www.ihg.com/hotels/us/en/reservation (“Defendant’s Website” or “Website”), is inaccessible to legally blind individuals using screen reading software, denying these individuals an experience equivalent to that of sighted individuals.</p> <p>Defendant denies these allegations and maintains that it did nothing wrong. The proposed settlement to resolve this Action is not an admission of guilt or wrongdoing by Defendant, and it is not an admission by Defendant of the truth of any of the allegations in the Action.</p>
<p><i>4. Why Was There a Settlement?</i></p>	<p>The Court has not decided in favor of the Classes or Defendant. Instead, the Plaintiff, as the Class Representative, and Defendant agreed to a settlement. This way, they avoid the cost, burden, and uncertainty of</p>

	<p>a trial and the individuals allegedly affected can get benefits. The Class Representative and her attorneys think the proposed settlement is best for all Class Members.</p> <p>The Court preliminarily approved the proposed settlement as fair, reasonable, and adequate; authorized this notice; and scheduled a hearing to determine whether to grant final approval.</p>
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The Settlement Benefits	
<p>5. <i>How Do I Know Whether I Am Part of the Settlement?</i></p>	<p>The Court preliminarily certified this matter as a class action on [Date of Preliminary Approval], and certified the following two Classes:</p> <p style="text-align: center;"><u>The Nationwide Class</u></p> <p>All legally blind or visually impaired individuals who have accessed or attempted to access Defendant’s Website using screen-reading software from January 2022 up to and including the date two years after final judgment is entered in this action.</p> <p style="text-align: center;"><u>The California Class</u></p> <p>All legally blind individuals in the State of California who have accessed or attempted to access Defendant’s Website using screen-reading software from January 2022 up to and including final judgment in this Action.</p> <p>If you fit either description, you are a Class Member, and are thus included in the settlement, except if you are one or more of the following: Defendant’s directors, officers, and employees; Defendant’s legal representatives, successors, and assigns; a judge assigned to this case or any members of their immediate families; the Parties’ counsel in this Action; a person who validly request exclusion from the California Class. .</p>
<p>6. <i>What Should I Do If I’m Still Unsure Whether I Am a Class Member?</i></p>	<p>If you are still unsure whether you are a Class Member, you can visit the website [Settlement Website URL], call toll-free [Settlement Admin Telephone Number], or write to the Settlement Administrator, [Insert contact information], for more information.</p>
<p>7. <i>What Does the Settlement Provide?</i></p>	<p>Plaintiff, as Class Representative, and Defendant (the “Parties”) have agreed to settle the Action. As part of the settlement, Defendant will pay \$2,250,000.00 (the</p>

	<p>“Gross Settlement Amount”) and has agreed to make changes to its Website so that it is reasonably accessible to legally blind individuals.</p> <p>Defendant will deposit the Gross Settlement Amount into an account controlled by the Settlement Administrator, a neutral company appointed by the Court to send this notice, calculate and make payments to California Class Members, process Class Members’ opt-out requests, and perform other tasks necessary to administer the settlement.</p> <p>The portion of the Gross Settlement Amount remaining after deducting any Court-approved attorneys’ fees and costs, service award to the Class Representative, and administrative and notice costs is the Net Settlement Amount. The Settlement Administrator will distribute from the Net Settlement Amount the Class Payment that will be made available to California Class Members in accordance with the description provided in the response to Question 8 below.</p> <p>It is possible the Court will decline to grant final approval of the settlement or decline to enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, should either of these events occur, the settlement will be void.</p>
<p>8. <i>Am I Eligible to Receive a Class Payment and, If So, How Much Will I Receive?</i></p>	<p>Pursuant to the settlement, California Class Members may receive a one-time payment of up to \$4,000.00. This payment is made to settlement Plaintiff’s claim, on her own behalf and on behalf of the California Classes, under California’s Unruh Act, California Civil Code § 51, <i>et seq.</i></p> <p>The exact amount of your payment will depend on certain circumstances. First, only one payment will be allowed per household. If there are two or more California Class Members in your household, you can only receive one payment for all household members.</p> <p>Second, payments may vary depending upon the number of California Class Members who make Approved Claims. If the Net Settlement Amount is sufficient to make a \$4,000 payment for each Approved Claim, each such Approved Claim will receive \$4,000. If the Net Settlement Amount is not sufficient to pay each Approved Claim \$4,000, the Settlement Administrator will divide the Net Settlement Amount equally among all</p>

	<p>Approved Claims, and in that event, your payment may be less than \$4,000.</p> <p>If the Net Settlement Amount is sufficient to pay \$4,000 to all Approved Claims, any remaining amounts will be paid to the American Foundation for the Blind, or one or more other charities selected by the Parties and approved by the Court.</p> <p>The Class Payments will be distributed to California Class Members who timely submit Approved Claims.</p> <p>Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the final approval hearing, which will determine the Net Settlement Amount:</p> <ul style="list-style-type: none"> • Up to \$562,500.00 to Class Counsel as attorneys’ fees plus their litigation expenses. To date, Class Counsel have worked and incurred expenses on this case without any payment. • Up to \$10,000 to the Class Representative as a service award for filing the Action, working with Class Counsel and representing the Classes. A service award will be the only monies the Class Representative will receive other than the Class Representative’s Class Payment, should she elect to receive a Class Payment. • Up to \$? to the Settlement Administrator for services administering the settlement. <p>Class Members have the right to object to any of these deductions. The Court will consider all objections.</p>
<p>9. <i>I Am a California Class Member, How Do I Get a Class Payment?</i></p>	<p>If you fit the description of the California Class and do not opt out of the California Class, you must submit a Claim Form to receive a Class Payment. In the Claim Form, to be eligible to receive a Class Payment, California Class Members must attest that: (a) they are legally blind, (b) they visited the Defendant’s Website with the intention of visiting an IHG property, (c) while visiting the Defendant’s Website they were unable to complete a purchase through the exercise of reasonable diligence, or otherwise had unreasonable difficulty completing a purchase as a result of their legal blindness, and (d) the approximate dates of their visit to Defendant’s Website.</p>

	<p>You have the option of electing to receive a Class Payment by either check or ACH transfer. To receive a Class Payment, you must inform the Settlement Administrator on the Claim Form and let the Settlement Administrator know whether you elect to receive the payment by check or ACH transfer and the corresponding mailing address or banking information for the payment’s distribution. You can access the Claim Form and submit a claim for a Class Payment by visiting URL TBD. The deadline to submit Claim Forms is [DATE]. If your claim is an Approved Claim, the Settlement Administrator will then issue a check that you can cash or will initiate an ACH transfer after the Court issues its final approval of the settlement.</p> <p>If you elect to receive a Class Payment by check, your check will show the date when the check expires (the “void date”). If you don’t cash your Class Payment by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you.</p> <p><i>If you choose to receive a check and change your address, be sure to notify the Settlement Administrator as soon as possible. Question 28 of this Notice has the Settlement Administrator’s contact information.</i></p>
<p><i>10. When Will Class Payments Be Made to California Class Members?</i></p>	<p>The Court will hold a hearing on [Date] to decide whether to grant final approval of the settlement. Class Payments will be distributed to California Class Members after the Court grants final approval of the settlement and any objections are overruled with finality. The Court may also elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Classes. The date and time of the final approval hearing can be confirmed at URL TBD. Class Payments will not be made if the Court does not grant final approval of the settlement.</p>
<p><i>11. I am a California Class Member, What If I Lose My Settlement Check?</i></p>	<p>If you lose or misplace your settlement check before cashing it, contact the Settlement Administrator, who will replace it as long as you request a replacement before the void date on the face of the original check. If you do not request a replacement check before the void date, you will have no way to recover the Class Payment.</p>

Claims Released by Class Members	
<p><i>12. What Rights Am I Giving Up to Stay in the Class?</i></p>	<p>If you are a member of the Nationwide Class, you must remain in that class and cannot opt out. If you are also a member of the California Class, you will remain in the Class unless you opt out. If the settlement is approved and becomes final, all the Court’s Orders will apply to you and legally bind you. You won’t be able to sue, continue to sue, or be part of any other lawsuit against Defendant that is related to the subject matter or remedies of the claims in this Action. The rights you are giving up are part of the Released Claims, which are explained in Question 13, below.</p>
<p><i>13. What Are the Released Claims?</i></p>	<p>Each Class Member, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Defendant and its past, present, and future successors and predecessors in interest, all of their past or present subsidiaries, affiliates, direct or indirect parents, divisions , partners, and privities, and each of the foregoing entities’ past, present, and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants , auditors, consultants , attorneys , and insurers, (the “Released Defendant Parties”), of all manner of action, causes of action, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, under any law , including but not limited to any federal common or statutory law or any state’s common or statutory law, known or unknown, in law or equity, fixed or contingent, which they have or may have, those claims that were alleged or that could have been pleaded based upon the factual allegations alleged in the Action and that arose during the Class Period (the “Class Released Claims”), except for claims relating to the enforcement of the Agreement. For the avoidance of doubt, the Released Defendant Parties include all individuals or entities who or which could be alleged to be liable for any of the alleged inaccessibility issues alleged in the operative Complaint against Defendant. As the sole exception to the above, California Class Members who have timely and properly requested to opt out from the California Class, and each of their respective successors, assigns, legatees, heirs, and personal representatives, will be deemed to have released Defendant and the Released Defendant Parties from all</p>

	Released Claims save only claims for damages arising under the Unruh Civil Rights Act, California Civil Code § 51, <i>et seq.</i> ; such California Class Members will release claims for any injunctive relief under the Unruh Civil Rights Act and all other Released Claims.
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Opting Out of the Settlement	
<i>14. Who can Opt Out of the Settlement?</i>	Only California Class Members may choose to opt-out of the Settlement, and they may only opt out of the monetary portion of the settlement.
<i>15. What Does It Mean to Opt Out of the Settlement?</i>	If you want to keep the right to sue or continue to sue Defendant at your expense for any claim related to the subject matter of this Action, and you do not want to receive a Class Payment from this settlement, you must take steps to get out of the settlement. This is called opting out of, or excluding yourself from, the settlement.
<i>16. How Can I Request to Opt Out of the Settlement?</i>	<p>To opt out, you must send a letter with the following information:</p> <ul style="list-style-type: none"> • Your full name, address, telephone number, and email address; • A statement that you wish to opt out of the Class in <i>Jimenez v. Inter-Continental Hotels Corporation, et al.</i>, No. 2:23-cv-03039-DC-JDP; and • Your signature. <p>You can download a form to use for your opt-out request at URL TBD.</p> <p>You must mail your signed opt-out request to: [Date].</p> <p><i>Your opt-out request must be postmarked no later than [Date] or it will be invalid.</i></p> <p>You must make the request yourself. If someone else makes the request for you, it will not be valid.</p>
<i>17. If I Opt Out, Can I Still Get a Class Payment as a California Class Member?</i>	No. If you opt out, you are telling the Court that you don't want to be part of the Class in this settlement. You can only get a Class Payment if you are a member of the California Class, remain in the California Class, and submit an Approved Claim. See Question 9 for more information.
<i>18. If I Do Not Opt Out, Can I Sue Defendant for the Same Claims Later?</i>	No. Unless you opt out, you are giving up the right to sue Defendant regarding any claims that are related to the subject matter of the claims in this Action. You must opt out of this Action to start or continue with your own

	lawsuit or be part of any other lawsuit against Defendant related to the subject matter of the claims in this Action.
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The Lawyers Representing the Classes	
<i>19. Do I Have a Lawyer in This Case?</i>	<p>Yes. The Court appointed the following attorneys to represent you as Class Counsel:</p> <p style="text-align: center;">Thiago M. Coelho Lauren M. Lenzion Jesenia A. Martinez Jesse S. Chen</p> <p style="text-align: center;">Wilshire Law Firm, PLC 660 S. Figueroa Street, Sky Lobby Los Angeles, California 90017</p> <p>You do not have to pay Class Counsel out of your own pocket. If you want to be represented by your own lawyer and have that lawyer appear in Court for you in this case, you may hire one at your own expense.</p>
<i>20. How Will Class Counsel Be Paid?</i>	<p>Class Counsel will ask the Court for an award of attorneys’ fees of up to \$562,500.00 plus their litigation expenses, as well as a service award of up to \$10,000 to the Class Representative. Class Counsel will move for both the service award and for attorneys’ fees and costs, and the Court will determine the amounts to be awarded. All these amounts, as well as the administrative and notice costs associated with the settlement, will be paid from the \$2,250,000 Gross Settlement Amount that the Parties settled for before making Class Payments to California Class Members.</p> <p>A copy of Class Counsel’s motion for attorneys’ fees and costs and for the Class Representative’s service award will be available at URL TBD by [Date].</p>
<i>21. May I Get My Own Lawyer?</i>	<p>If you are a Class Member, you are not required to hire your own lawyer because Class Counsel is representing you. However, if you want your own lawyer, you may hire one at your own expense. If you opt out of the settlement, you will no longer be represented by Class Counsel once the settlement is approved.</p>

Objecting to the Settlement	
<i>22. How Can I Tell the Court I Do Not Like the Settlement?</i>	<p>If you are a Class Member, you can tell the Court if there is something about the settlement that you do not like by</p>

	<p>submitting an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the proposed settlement. If the Court denies approval, no Class Payments will be sent out and the Action will continue.</p> <p>You may object to the settlement in writing by sending written notice to the Settlement Administrator. All written objections and supporting papers must (a) clearly identify the case name and number (<i>Jimenez v. Inter-Continental Hotels Corporation, et al.</i>, No. 2:23-cv-03039-DC-JDP); (b) include your full name, address, telephone number, and email address of your attorney (if you are represented by counsel); (c) state the grounds for the objection; (d) be mailed to the Settlement Administrator at [Settlement Admin contact info]; and (e) be postmarked on or before [Date].</p> <p>You may also appear and request to make an objection at the final approval hearing before the Court on [Date], either in person or through your lawyer, if you choose to retain your own lawyer. The Court may elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Classes. The date and time of the final approval hearing can be confirmed at URL TBD.</p> <p>Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. Before the final approval hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why they think the proposed settlement is fair. At least 30 days before [Objection and Opt-Out Deadline date], Class Counsel and/or Plaintiff will file in Court a motion stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses and (ii) the amount the Class Representative is requesting as an incentive award. You can access these documents on the settlement website at URL TBD.</p>
<p>23. <i>What Is the Difference Between Objecting and Opting Out?</i></p>	<p>Objecting is simply telling the Court that you don't like something about the settlement. Opting out is telling the Court that you don't want to be part of the Classes. If you opt out, you cannot object because the settlement no longer affects you. For the same reason, if you object, you cannot opt out.</p>

The Court’s Final Approval Hearing	
<i>24. What Is a Final Approval Hearing?</i>	The Court will hold a hearing, called the “final approval hearing,” to decide whether to approve the settlement. You may attend and you may ask to speak, but you don’t have to.
<i>25. When and Where Will the Court Decide Whether to Approve the Settlement?</i>	<p>The Court will hold the final approval hearing on [Date], at [Time], at the Robert T. Matsui Courthouse, 501 I Street, Courtroom 10, 13th Floor, Sacramento, California 95814. At this hearing, the Court will decide whether to approve the settlement, Class Counsel’s request for attorneys’ fees and costs, and any service award to the Class Representative. If there are objections, the Court will consider them. The Court may elect to move the final approval hearing to a different date or time in its sole discretion, without providing further notice to the Classes. The date and time of the final approval hearing can be confirmed at URL TBD.</p> <p>If the Court approves the settlement and enters judgment, the Court’s order and notice of judgment will be available on the settlement website at URL TBD.</p>
<i>26. Do I Have to Attend the Final Approval Hearing?</i>	No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the final approval hearing at your own expense and ask the Court to speak. If you send an objection by mail, you do not have to come to the final approval hearing to talk about it, but you may do so if you like. You may also pay your own lawyer to attend, but that is not necessary.
<i>27. May I Speak at the Final Approval Hearing?</i>	You may ask the Court for permission to speak at the final approval hearing. You can attend (or hire a lawyer at your expense to attend on your behalf)

If You Do Nothing	
<i>28. What Happens If I Do Nothing At All?</i>	If you are a Class Member and you do nothing, you will give up the rights explained in Question 13, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant related to the Action or for claims that in any way are related to the subject matter of the claims in this Action. If you are a California Class Member and do not timely submit a valid Claim Form, you will not receive a Class Payment, but you will still give up the rights explained in Question 13 and above.

More Information

Visit the website at **URL TBD**, where you will find the settlement agreement and other related documents. You may also call or write to Class Counsel or the Settlement Administrator using the information below.

Class Counsel

Thiago M. Coelho
Jesenia A. Martinez

Wilshire Law Firm, PLC

660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017

Email: thiago.coelho@wilshirelawfirm.com

Email: JeseniaMartinezsTeam@wilshirelawfirm.com

Settlement Administrator

[Contact Information]

29. How Can I Get More Information?

You may also view Court documents filed in this case by going to the Court's website at Court's electronic docket system at <https://ecf.caed.uscourts.gov> and entering the case number for this case, No. 2:23-cv-03039-DC-JDP. You can also inquire about reviewing court documents in the Clerk's Office at the at the Ronald V. Dellums Federal Building & United States Courthouse, 1301 Clay Street, Oakland, California 94612 or by calling (916) 930-4000.

Do NOT telephone the Court to obtain information about the settlement.