

Exhibit D

From: Administrator@powerschoolnaviancesettlement.com

To: <<Email Address>>

Re: Legal Notice of Class Action Settlement

Student's Class Member ID: <<Student RefNum>>

Student's Name: <<Student First Name>> <<Student Last Name>>

Parent or Guardian's Class Member ID: <<Refnum>>

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Q.J. v. PowerSchool Holdings LLC, et al., Case No. 1:23-cv-05689
(United States District Court for the Northern District of Illinois)

Our Records Indicate that, while a Student, You or a Minor for Whom You Have Legal Responsibility Logged into Naviance and May Be Entitled to a Payment from a Class Action Settlement.

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

This Notice is to inform you that a settlement has been reached in a class action lawsuit against PowerSchool Holdings LLC ("PowerSchool Holdings"); Hobsons, Inc. ("Hobsons"); Heap Inc. ("Heap"); and the Board of Education of the City of Chicago ("CPS") (collectively, the "Defendants"). The class action lawsuit seeks to recover against the Defendants for their alleged roles in the alleged non-consensual interception of students' confidential and sensitive communications while using education technology products offered by Hobsons and, later, PowerSchool Holdings, including a product commonly referred to as Naviance (the "Naviance Platform"). The class action lawsuit alleges violations of the Electronic Communications Privacy Act ("ECPA"), 18 U.S.C. § 2511(a); the California Invasion of Privacy Act ("CIPA"), Cal. Penal Code §§ 631-632; the Illinois Eavesdropping Act ("IEA"), 720 Ill. Comp. Stat. 5/14-1, *et seq.*; the Stored Communications Act ("SCA"), 18 U.S.C. § 2702(a)(1); the Illinois School Student Records Act ("ISSRA"), 5 Ill. Comp. Stat. 10/1, *et seq.*; and common law. The Defendants deny that they violated any law but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Class Member? Our records indicate you or a minor for whom you have legal responsibility may be a Settlement Class Member. The Settlement Class includes all persons in the United States who, while a student, logged into the product offered by Hobsons and, later, PowerSchool Holdings, that is commonly referred to as Naviance (the "Naviance Platform") at least once during the period beginning on August 18, 2021 and continuing through January 23, 2026 (the "Class Period").

If you have legal responsibility for multiple minor students who are included in the Settlement Class, you may receive multiple emails, each containing a unique Student Class Member ID located at the top of this Notice.

What Can I Get? If approved by the Court, the Defendants will establish a Settlement Fund of \$17,250,000 to pay all valid claims submitted by the Settlement Class, together with the cost to administer the settlement, the cost to inform people about the settlement, attorneys' fees, costs, and expenses, and a service award to the Class Representative. If you are entitled to relief, you

may submit a claim to receive a *pro rata* (meaning equal) share of the Settlement Fund. The settlement also requires that:

- within thirty (30) days of entry of final judgment by the Court (“Final Judgment”), PowerSchool Holdings shall establish a web governance committee and for the next two years, it will not use within the Naviance Platform any analytics or advertising software, technology, and/or code offered or provided by any third party unless the committee determines that such use is consistent with applicable law at that time;
- within thirty (30) days of entry of Final Judgment, PowerSchool Holdings shall supplement its existing disclosures within the Privacy Statement on the student.naviance.com landing page of the Naviance Platform to notify students about third-party analytics and advertising technologies implemented within the Naviance Platform;
- upon entry of Final Judgment, PowerSchool Holdings shall instruct various third parties to delete within ten (10) days of Final Judgment all data and communications of Settlement Class Members who used the Naviance Platform during the Class Period and shall make a similar request to Gainsight, Inc. within ten (10) days of any decision to cease use of Gainsight’s analytics technology;
- Within thirty (30) days of entry of Final Judgment, for a nine-month period, PowerSchool Holdings shall display via a banner on the student.naviance.com landing page of the Naviance Platform and a banner on the www.powerschool.com website a prominent notice about PowerSchool Holdings’ commitment to privacy;
- CPS shall: (i) modify the terms of its future agreements with third parties that handle certain student data, student confidential information, and school student records to require compliance with various federal and state laws; and (ii) require annual attestations confirming that compliance; and
- within thirty (30) days of the entry of Final Judgment, Heap shall delete all data and communications obtained from Settlement Class Members during the Class Period.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than [DATE]**. You can file a claim using the Student Class Member ID located above on the settlement website, located at www.powerschoolnaviancesettlement.com (the “Settlement Website”). Your payment will come by check unless you submit your claim online and elect to receive payment electronically by PayPal, Venmo, or Zelle. Only one claim may be submitted per Student Class Member ID.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator, which must be postmarked or received no later than **[DATE]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendants over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than **[DATE]**. Specific instructions about how to object to, or exclude yourself from (or “opt out” of), the settlement are available on the Settlement Website. If you file a claim or do nothing, and the Court approves the settlement, you will be bound by all of

the Court's orders and judgments. In addition, all of your claims relating to the Defendants' alleged acts and/or omissions will be released.

Who Represents Me? The Court has appointed lawyer Scott R. Drury of Drury Legal, LLC, to represent the Settlement Class. This attorney is called Class Counsel. You will not be charged for Class Counsel. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at [TIME] CT on [DATE], in Courtroom 1903 at the Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, IL 60604. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and reimbursement of costs and expenses; and decide whether to award the Class Representative a service award of up to \$5,000 from the Settlement Fund for his service in helping to bring and settle this case. Class Counsel may request reasonable attorneys' fees in an amount not to exceed 37% of the Settlement Fund, less Settlement Administration Expenses, litigation costs and expenses, and any service award, but the Court may award less than this amount. Class Counsel may also seek reimbursement of reasonable costs and expenses, as approved by the Court.

How Do I Get More Information? For more information, including the full Notice, Claim Form, and the operative settlement agreement go to www.powerschoolnaviancesettlement.com, contact the Settlement Administrator at (833) 447-8852 or *Q.J. v. PowerSchool Holdings LLC*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391.

Unsubscribe