

US DISTRICT COURT FOR THE CENTRAL DISTRICT OF ILLINOIS

KNOX COUNTY CIRCUIT COURT IN THE NINTH JUDICIAL DISTRICT

*Doe et al. v. Knox College, Inc., Case No. 2023LA9, Knox County Circuit Court in the Ninth Judicial Circuit, State of Illinois*

**This Notice May Affect Your Rights. Please read it carefully.**

*A Court has authorized this Notice. You are not being sued.*

*This is not a solicitation from a lawyer.*

- A settlement has been reached in a class action lawsuit filed against Knox College, Inc. (the “Defendant”) regarding a security breach of their IT system (the “Data Incident”) that occurred in approximately November 2022, when an unauthorized party accessed its computer system which contained names, dates of birth, addresses, driver’s license numbers, passport numbers, and Social Security numbers (“Private Information”) of some current and former students, applicants, and family members of students and applicants.
- On January 20, 2023, Jane Doe (the “Plaintiff”) filed a Class Action Complaint against the Defendant in the United States District Court for the Central District of Illinois, Case No. 4:23-cv-04012-SLD-JEH (“Doe Class Action”). On February 2, 2023, Rachael Morrissey filed a Complaint, and then a First Amended Class Action Complaint, against Defendant in the same Court, Case No. 4:23-cv-04019-SLD-JEH. On February 3, 2023, Le’Andra Mosley filed a Class Action Complaint against the Defendant in the same Court, Case No. 4:23-cv-04023-SLDS-JEH. These three actions were subsequently consolidated into the Doe Class Action. The consolidated Doe Class Action was voluntarily dismissed and Plaintiffs Jane Doe, Rachel Morrissey, Le’Andra Mosley, and Catherine Peck (“Plaintiffs” or “Settlement Class Representatives”) refiled a Class Action Complaint in the Circuit Court of Knox County, Illinois, Ninth Judicial District, Case No. 2023LA9 (“Litigation”). Defendant and Plaintiffs in the Litigation are collectively referred to herein as the “Parties.”
- Following arms-length negotiations, the Parties negotiated a settlement with the assistance of Hon. Morton Denlow (ret.) at a mediation on April 24, 2023, by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiffs and Class Members have or may have had against Defendant and related persons and entities, as set forth herein.
- Class Members are eligible to receive the following relief: (1) compensation for Unreimbursed Economic Losses, up to a total of \$2,500 per person, upon submission of a valid and timely Claim with supporting documentation, for unreimbursed monetary losses incurred as a result of the Data Incident; (2) compensation for up to four (4) hours of Lost Time, at \$25.00/hour (\$100.00 cap), for time spent mitigating the effects of the Data Incident - Claims for Lost Time can be combined with Claims for Unreimbursed Economic Loss but are subject to the \$2,500.00 cap; and (3) three (3) years of one-bureau Credit Monitoring Services provided by Experian or other comparable provider, regardless of whether the Class Member submits a Claim for reimbursement of Unreimbursed Economic Losses or Lost Time. In the alternative to compensation for Unreimbursed Economic Losses, Lost Time, or Credit Monitoring, Class Members can elect to make a Claim for a \$100 Alternative Cash Payment. To receive this benefit, Class Members must submit a timely and valid Claim Form. In the event that Approved Claims for Settlement Benefits (*i.e.*, Credit Monitoring Services, Unreimbursed Economic Losses, Lost Time, and Alternative Cash Payments) exceeds the amount of the Net Settlement Fund, the amount to be paid for Approved Claims shall be reduced on a *pro rata* basis and paid in accordance with the terms and conditions in the Settlement Agreement. In the event the Net Settlement Fund exceeds the Approved Claims for Settlement Benefits (*i.e.*, Credit Monitoring Services, Unreimbursed Economic Losses, Lost Time, and Alternative Cash Payments), then the Residual Funds shall be paid in accordance with the terms of the Settlement Agreement. The Settlement Administrator will post additional information about the payment amount on [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com) For complete details, please see the Settlement Agreement, whose terms control, available at [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com)

- Your legal rights are affected regardless of whether you act or do not act. Please read this Long Form Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way you may receive benefits from this Settlement. The Claims Deadline is <b>January 24, 2024</b> .
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT “OPT-OUT”</b>	Get out of the lawsuit and the settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no payment or Credit Monitoring Services under this settlement. You may download a Request for Exclusion form at <a href="http://www.KnoxDataSecuritySettlement.com">www.KnoxDataSecuritySettlement.com</a> . The Opt-Out Deadline to exclude yourself from the settlement is <b>December 26, 2023</b> .
<b>OBJECT TO THE SETTLEMENT</b>	Write to the Court, with a copy to Class Counsel and Defendant’s Counsel, about any aspect of the settlement you don’t like or you don’t think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection and that Objection must be received by the Deadline. Your Objection must follow the Objection Procedures stated herein. The deadline to object to the Settlement is <b>December 26, 2023</b> .)
<b>ATTEND THE FINAL APPROVAL HEARING</b>	You may ask the Court for permission for you or your attorney to speak about your objection at the Final Approval Hearing. (If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline noted above. If you Opt-Out of the settlement you cannot object.) The Final Approval Hearing will be held on <b>January 19, 2024</b> .
<b>DO NOTHING</b>	If you do nothing you will not receive any payment or the free Credit Monitoring Services. You will have no right to sue the Defendant later for the claims released by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Long Form Notice. For complete details, please see the Settlement Agreement, whose terms control, available at [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com).
- The Court in charge of this case still has to decide whether to approve the settlement. No Settlement Benefits or payments will be provided unless the Court approves the settlement, and it becomes Final.

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## BASIC INFORMATION

### 1. What is this Long Form Notice and why should I read it?

The Court authorized this Long Form Notice to inform you about a proposed settlement with Defendant. You have legal rights and options that you may act on before the Court decides whether to approve the proposed settlement. You may be eligible to receive a cash payment and free Credit Monitoring Services as part of the settlement. This Notice explains the lawsuit, the settlement, and your legal rights.

Jane Doe, Rachael Morrissey, Le'Andra Mosley, and Catherine Peck (“Plaintiffs” or “Settlement Class Representatives”), individually and on behalf of the Settlement Class (defined below); and (ii) Knox College, Inc. (“Knox” or “Defendant”), in the case of *Doe et al. v. Knox College, Inc.*, Case No. 2023LA9, pending in the Knox County Circuit Court in the Ninth Judicial Circuit, State of Illinois. Knox and Plaintiffs are collectively referred to herein as the “Parties.” The lawsuit being resolved is referred to herein as the “Litigation.”

### 2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Jane Doe, Rachael Morrissey, Le'Andra Mosley, and Catherine Peck, sue on behalf of a group of people who have similar claims. In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. In this case, the Class is defined as:

All individuals whose personally identifiable information “PII” was compromised or potentially compromised in the Data Breach disclosed by Knox beginning in January 2023.

## THE CLAIMS IN THE LITIGATION AND THE SETTLEMENT

### 3. What is this lawsuit about?

Knox fell victim to a cyberattack in November 2022 when certain of its IT systems containing Private Information stored by Knox was potentially compromised. The Plaintiffs filed the Lawsuit claiming that Defendant failed to implement and maintain reasonable security measures necessary to protect their Private Information that it maintained on its computer systems, in order to prevent the Data Incident from occurring.

Defendant denies all allegations that its data security practices were improper or insufficient, or that its actions in any way led to the Data Incident. The Court has not determined whether Plaintiffs or Defendant are correct. More information about the Class Action Complaint filed in the Lawsuit can be found on the Settlement Website at [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com).

### 4. Why is there a Settlement?

On April 24, 2023, the Parties participated in a mediation with the assistance of Hon. Morton Denlow (retired). Following arms-length negotiations, the Parties negotiated a settlement by which they agreed to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiffs and the Settlement Class Members have or may have had against Knox and related persons and entities. Throughout the mediation the Parties engaged in an extensive evaluation and discussion of the relevant facts and law. The Parties agreed to this settlement, and dismissal of the Lawsuit under the term of the Settlement Agreement, to avoid the uncertainty, risks, and expense of ongoing Litigation. The Settlement Class Representatives and Class Counsel, attorneys for the Class Members, believe the terms of the settlement are fair, reasonable, adequate, and equitable, and that the settlement is in the best interests of the Settlement Class Members. The settlement is not an admission of any wrongdoing by Defendant nor that the Lawsuit is without merit.

## WHO'S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

This Lawsuit involves personally identifiable information (“PII”) stored by Knox that was potentially compromised by unauthorized entities in a cyberattack against Knox’s computer systems in November 2022 and which Knox disclosed beginning in January 2023 (“Data Incident”). Current and former students, applicants, and family members of students and applicants of Knox whose Personal Information was stored on Knox’s computer system and potentially compromised in the Data Incident will be affected by the settlement. Specifically, members of the Settlement Class, defined below, will be affected.

The Settlement Class Representatives and Defendant will ask the Court to certify a Settlement Class defined as “all individuals whose PII was compromised or potentially compromised in the Data Incident disclosed by Knox beginning in January 2023.” The Settlement Class specifically excludes: (1) the judge(s) presiding over this Lawsuit and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline; and (4) successors or assigns of any such excluded natural persons.

If the settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then the Litigation will continue.

## THE SETTLEMENT BENEFITS

### 6. What benefits does the settlement provide?

All Settlement Class Members are eligible to receive a cash payment and/or free Credit Monitoring Services. To receive benefits from the settlement, you must complete and return the Claim Form which is available on the Settlement Website at [www.knoxdatasecuritysettlement.com](http://www.knoxdatasecuritysettlement.com).

Settlement Benefits for eligible Settlement Class members include: (1) compensation for Unreimbursed Economic Losses, up to a total of \$2,500 per person, upon submission of a timely and valid Claim with supporting documentation for Unreimbursed Economic Losses incurred as a result of the Data Incident; (2) compensation for up to four (4) hours of Lost Time, at \$25.00/hour (\$100.00 cap), for time spent mitigating the effects of the Data Incident - Claims for Lost Time can be combined with Claims for Unreimbursed Economic Loss but are subject to the \$2,500.00 cap; and (3) three (3) years of one-bureau Credit Monitoring Services which includes identity restoration services and \$1 million in identity theft insurance, provided by Experian or other comparable provider, regardless of whether the Settlement Class Member submits a Claim for reimbursement of Unreimbursed Economic Losses or Lost Time. In the alternative to compensation for Unreimbursed Economic Losses, Lost Time, and/or Credit Monitoring, Settlement Class Members can elect to make a Claim for a \$100.00 Alternative Cash Payment. To receive this benefit, Settlement Class Members must submit a timely and valid Claim Form.

#### 6.A. Who May Recover for Unreimbursed Economic Losses and Lost Time and for How Much?

- If you are a Settlement Class Member and you incurred out-of-pocket costs or expenditures that are supported by Reasonable Documentation. “Unreimbursed Economic Losses” must be fairly traceable to the Data Incident, and such expenses have not already been reimbursed by a third party. Unreimbursed Economic Losses incurred as a result of the Data Incident may include, without limitation, expenses unreimbursed costs associated with fraud or identity theft, including professional fees and fees for credit repair services and miscellaneous expenses, such as (i) notary, (ii) fax, (iii)

postage, (iii) copying, (iii) mileage, and (iv) long-distance telephone charges, as well as costs for credit monitoring costs or other mitigative services that were incurred on or after November 2022.

- For Lost Time spent remedying the issues related to the Data Incident, you may receive compensation for up to four (4) hours at \$25 per hour (\$100.00 cap). You must attest that any claimed Lost Time was spent remedying the issues related to the Data Incident.
- For complete details, please see the Settlement Agreement, whose terms control, available at [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com). Claims will be subject to a verification process and will be denied if they do not meet the verification requirements. The Settlement Administrator will post additional information about the payment amount on [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com), if necessary.

#### 6.B. Who may receive three years of Credit Monitoring Services?

- All Settlement Class Members are eligible to enroll for three (3) years of one-bureau Credit Monitoring Services, identity restoration services, and \$1 million in identity theft insurance, provided by Experian or other comparable provider, regardless of whether the Settlement Class Member submits a Claim for reimbursement of Unreimbursed Economic Losses or Lost Time. However, if a Settlement Class Member elects to receive the Alternative Cash Payment, they are not eligible to enroll in the Credit Monitoring Services.
- The Settlement Administrator will make best efforts to send an activation code to each valid Credit Monitoring Services Claimant with Approved Claims within thirty (30) days of the Effective Date which can be used to activate Credit Monitoring Services.

#### 6.C. Who May Receive \$100 Alternative Cash Payment?

- In the alternative to compensation for Unreimbursed Economic Losses, Lost Time, and Credit Monitoring, Settlement Class Members may make a Claim for a cash payment of \$100. To receive this benefit, Class Members must submit a valid and timely Claim Form selecting this option, but no documentation is required to make a Claim.

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

To qualify for a settlement benefit, you must complete and submit a Claim Form. Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com) or by USPS mail. Claim Forms are available through the Settlement Website at [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com) or Settlement Class Members may call the Settlement Administrator and request that a copy of the Claim Form be mailed to them.

Claims will be subject to a verification process. If you received a Notice with a Unique ID you must include it on your Claim Form. **All Claim Forms must be received online or postmarked on or before the Claims Deadline of January 24, 2024.**

### 8. When will I get my payment?

The Final Approval Hearing when the Court considers the fairness of the settlement is scheduled for **January 24, 2024**. If the Court approves the settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent payment within sixty (60) days after: (i) the Effective Date; or (ii) the date when all Claim Forms have been processed subject to the terms and conditions of the Settlement Agreement, whichever date is later.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, The Court Has Appointed Raina Borrelli And Samuel Strauss Of Turke & Strauss LLP, Gary Klinger Of Milberg Coleman Bryson Phillips Grossman, PLLC, and Carl Malmstrom of Wolf Haldenstein Adler Freeman & Herz LLC As “Class Counsel.”

#### Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel are working on your behalf. These lawyers and their firms are experienced in handling similar cases. You will not be charged for these lawyers. You can retain your own lawyer to appear in Court for you, at your own cost, if you want someone other than Class Counsel to represent you.

### 10. How will the lawyers be paid?

Class Counsel will file with the Court a Fee and Expense Application that will be paid from the Settlement Fund. Class Counsel will not seek more than 35% of the Settlement Fund, or \$161,875.00 in Fee Award and Expenses and up to \$20,000.00 in Litigation costs and expenses. Class Counsel will also request Service Awards of up to \$3,000.00 for each of the Settlement Class Representatives. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any Service Award to the Settlement Class Representative. The Court may award less than the amounts requested.

## YOUR RIGHTS AND OPTIONS

### 11. What claims do I give up by participating in this settlement?

If you do not exclude yourself from this settlement, you will not be able to sue the Defendant or any of the Released Parties about the Claims in the settlement and you will be bound by all decisions made by the Court in this case and the terms of the settlement, including its Release. This is true regardless of whether you submit a Claim Form. Please read the Settlement Agreement at [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com) for all details. However, you may exclude yourself from this settlement (see Question 14). If you exclude yourself from the settlement, you will not be bound by the Settlement Agreement, including, the Released Claims.

“Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys’ fees, costs, interest or expenses) that Releasing Parties had, have or may claim now or in the future to have (including but not limited to, assigned claims and any and all “Unknown Claims”) that were or could have been asserted or alleged arising out of the same nucleus of operative facts as any of the claims alleged or asserted in the Action, including but not limited to the facts, transactions, occurrences, events, acts, omissions, or failures to act that were alleged, argued, raised or asserted in any pleading or court filing in the Action, including but not limited to those concerning the Data Incident. The Released Claims include the release of Unknown Claims.

The Settlement Agreement describes the Release, Released Claims, and Unknown Claims so please read it carefully. The Settlement Agreement is available at [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com) or in the public Court records on file in this lawsuit. For questions regarding Release and what they mean, you can also contact one of the lawyers listed in Question 17 for free, or you can, talk to your own lawyer at your own expense.

The Released Claims do not include the right of Plaintiffs, any Settlement Class Member, or any Releasing Party to enforce the terms of the Settlement Agreement.

**12. What happens if I do nothing at all?**

If you do nothing, you will not receive any payment or free Credit Monitoring Services under the settlement. You will be in the Class, and if the Court approves the settlement, you will also be bound by all orders and judgments of the Court and the Settlement Agreement, including the Release. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendant or the Released Parties for any of the claims or legal issues resolved in this settlement.

**13. What happens if I ask to be excluded from the settlement?**

If you exclude yourself from the settlement, you will receive no benefits, payment, or free Credit Monitoring Services under the settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's orders and judgments related to the Class and Defendant in this Lawsuit or the terms of the Settlement Agreement, including the Release.

**14. How do I opt-out of the settlement?**

You can opt-out of the settlement by submitting a Request for Exclusion to the Settlement Administrator online or postmarked no later than the Opt-Out Deadline. You can get a copy of the Request for Exclusion to opt-out of the settlement from the website [www.knoxdatasecuritysettlement.com](http://www.knoxdatasecuritysettlement.com), by calling the Settlement Administrator at 1-833-383-9695 and requesting a Request for Exclusion form be mailed to you, or by submitting a document that includes the name of the proceeding, the individual's full name, current address, personal signature, and the words "Request for Exclusion" or a comparable statement that the individual does not wish to participate in the settlement in the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the settlement and will be bound by the settlement. You must submit your Request for Exclusion to the Settlement Administrator either online or by mail postmarked no later than **December 26, 2023** to the following address:

*Knox College Data Breach*  
c/o Kroll Settlement Administration LLC  
P.O. Box 5324  
New York, NY 10150-5324

You cannot exclude yourself by phone or email. Each Class Member who wants to be excluded from the settlement must submit his or her own Request for Exclusion. No group opt-outs shall be permitted.

**15. If I don't exclude myself, can I sue Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Defendant or the Released Parties for the claims being resolved by this settlement.

**16. If I exclude myself, can I get anything from this settlement?**

No. If you exclude yourself, you are not eligible to submit a Claim Form or request any Settlement Payment or free Credit Monitoring Services.

**17. How do I object to the settlement?**

If you do not exclude yourself from the Class, you can object to the settlement if you do not agree with any part of it. You can also object to Class Counsel' You can give reasons why you think the Court should deny approval of the settlement by filing a written objection. To object, you must file written notice with the Court stating that you object to the settlement in *Doe et al. v. Knox College, Inc.*, Case No. 2023LA9, Knox County Circuit Court



in the Ninth Judicial Circuit, State of Illinois by **December 26, 2023**. Your objection must be filed with the Court, which you can do by mailing your objection and any supporting documents to the Knox County Circuit Court in the Ninth Judicial Circuit, State of Illinois, at the following address:

Knox County Circuit Court  
200 South Cherry Street  
Galesburg, Illinois 61401

If you are represented by a lawyer, the lawyer may file your objection through the Court’s e-filing system. If you are represented, you must include the identity of any and all attorneys representing you in the objection.

The objection must be in writing and include the case name, *Doe et al. v. Knox College, Inc.*, Case No. 2023LA9, Knox County Circuit Court in the Ninth Judicial Circuit, State of Illinois. Your objection must also include the following information: (i) the case name and number; (ii) the objector’s full name, current mailing address, and telephone number, and any email address; (iii) a signed statement by the objector that he or she believes they are a member of the Settlement Class and all information and proof that the objector is a Settlement Class Member (e.g., copy of Notice, copy of original notice of the Data Incident, etc.); (iv) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the objector or his/her attorney intends to appear at the Final Approval Hearing; (vi) specify whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (vii) list all persons who will be called to testify at the Final Approval Hearing in support of the objection; (viii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement within the last three (3) years; (ix) a list, by case number, court, and docket number, of all other cases in which the objector has been named a plaintiff in any class action or served as a lead plaintiff or class representative; and (vii) the signature of the objector and his/her attorney.

In addition to filing your objection with the Court, you must also mail copies of your objection and any supporting documents to both Class Counsel and Defendant’s Counsel at the addresses listed below, postmarked no later than **December 26, 2023**:

Class Counsel	Defense Counsel
Raina Borrelli TURKE & STRAUSS LLP 613 Williamson St., #201 Madison, WI 53703	Anjali Das and Jennifer Stegmaier of Wilson Elser Moskowitz Edelman & Dicker, LLP 55 West Monroe Street Suite 3800 Chicago, Illinois 60603
Gary Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 221 W. Monroe Street, Suite 2100 Chicago, IL 60606	
Carl Malmstrom WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC 111 W. Jackson Blvd., Suite 1700 Chicago, Illinois 60604	

**18. What's the difference between objecting and excluding myself from the settlement?**

Objecting means that you are telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself from the Class means that you don't want to be part of the Class. If you exclude yourself, you have no basis to object.

**THE COURT'S FINAL APPROVAL HEARING**

**19. When and where will the Court have the Final Approval Hearing to determine the fairness of the settlement?**

The Court will hold the Final Approval Hearing on **January 19, 2024** at the Knox County Circuit Court. The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed settlement, including those related to the amount requested by Class Counsel for Fee Award and Expenses and the Service Award payment to the Settlement Class Representatives.

**Note:** The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com) or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

**20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have, but you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was timely filed and mailed and meets all of the requirements described in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend on your behalf at your own expense, but you don't have to.

**21. May I speak at the Final Approval Hearing?**

Yes. If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed settlement.

**GETTING MORE INFORMATION**

**22. Where can I get additional information?**

This Long Form Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available on the Settlement Website at [www.KnoxDataSecuritySettlement.com](http://www.KnoxDataSecuritySettlement.com).

YOU MAY CONTACT THE SETTLEMENT ADMINISTRATOR ONLINE AT [WWW.KNOXDATASECURITSETTLEMENT.COM](http://WWW.KNOXDATASECURITSETTLEMENT.COM). BY CALLING TOLL-FREE AT, **833-383-9695** OR WRITING TO:

*Knox College Data Breach*  
c/o Kroll Settlement Administration LLC  
P.O. Box 5324  
New York, NY 10150-5324

**PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**