

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by and between (i) 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 (“Knox” or “Defendant”), in the case of *Doe et al. v. Knox College, Inc.*, Case No. 2023LA9, 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.”

### **I. FACTUAL BACKGROUND AND RECITALS**

1. Plaintiffs assert that Knox suffered a ransomware attack on its IT network systems in a November 2022 (“Incident”) that resulted in an unauthorized third party accessing the names, dates of birth, addresses, driver’s license numbers, passport numbers, and Social Security numbers (“Private Information”) of current and former students, applicants, and employees of Knox.

2. On January 20, 2023, Plaintiff Jane Doe 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 the 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-SLD-JEH. These three actions were subsequently consolidated into the Doe Class Action.

3. 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 Settlement Class Members have or may have had against Knox and related persons and entities, as set forth herein.

4. Throughout their mediation session, the Parties engaged in an extensive evaluation and discussion of the relevant facts and law, and the Parties carefully considered the risk and uncertainties of continued litigation and all other factors bearing on the merits of settlement

5. After the mediation, the consolidated Doe Class Action was voluntarily dismissed and Plaintiffs Jane Doe, Rachael Morrissey, Le’Andra Mosely, and Catherine Peck (“Plaintiffs”) subsequently refiled a Class Action Complaint styled *Doe et al., Individually and on Behalf of All Similarly Situated v. Knox College*, Case No. 2023LA9, in the Circuit Court of Knox County, Illinois, Ninth Judicial Circuit (“Litigation”). The Litigation alleges claims for damages and equitable relief based on theories of negligence, breach of an implied contract, unjust enrichment, invasion of privacy, state consumer protection law violations, and for declaratory judgment.

6. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for the Parties.

7. Knox denies all claims of wrongdoing or liability that Plaintiffs, Settlement Class Members, or anyone else have asserted in this Litigation or may assert in the future. Despite Knox's position that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Knox desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action relating to the matters being fully settled and finally resolved and released in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

8. The Parties now enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiffs' determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.

9. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

10. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasers release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

## II. DEFINITIONS

As used in this Settlement Agreement, the following terms have the meanings specified below:

11. **"Agreement"** or **"Settlement Agreement"** means this Settlement Agreement, exhibits, and the settlement embodied herein.

12. **"Alternative Cash Payment"** means a cash payment of One Hundred Dollars and Zero Cents (\$100.00), which a Class Member may claim in lieu of any other benefits under this Settlement Agreement, as set forth in Paragraph 73(iv).

13. **"Approved Claims"** shall mean Claim Forms submitted by Settlement Class Members that (a) are timely and submitted in accordance with the directions on the Claim Form

and the terms of this Settlement Agreement; (b) is physically signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) have been approved by the Settlement Administrator.

**14. “Business Days”** means Monday, Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the United States federal government.

**15. “Claim”** means a claim for Settlement Benefits made under the terms of this Settlement Agreement.

**16. “Claimant”** means a Settlement Class Member who submits a Claim Form for Settlement Benefits under this Settlement Agreement.

**17. “Claim Form”** shall mean the form that Settlement Class Members may submit to obtain compensation under this Settlement Agreement, which is attached as Exhibit A, to be approved by the Court. The Claim Form must be submitted physically (*via* U.S. Mail) or electronically (*via* the Settlement Website) by Settlement Class Members who seek to file a Claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Settlement Agreement. The Claim Form shall be available for download from the Settlement Website. The Settlement Administrator shall mail a Claim Form, in hardcopy form, to any Settlement Class Member who so requests.

**18. “Claims Deadline”** shall mean the final date and time by which all Claim Forms must be postmarked (if mailed) or submitted (if filed electronically to the Settlement Website) in order to be considered timely and to be entitled to any of the settlement consideration contemplated by this Settlement Agreement for purposes of submitted valid Claims. The Claims Deadline shall be ninety (90) days after the Notice Commencement Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

**19. “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member”** shall mean each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class or Settlement Subclass.

**20. “Class Counsel”** shall mean 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.

**21. “Counsel for the Parties”** means both Class Counsel and Defendant’s Counsel, collectively.

**22. “Costs of Claims Administration”** means all actual costs associated with or arising from Claims Administration, including all charges and expenses incurred by the Settlement Administrator in the administration of this Settlement and all expenses and associated with the Notice to the Settlement Class. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Claims Administrator in administering the terms of this Settlement Agreement.

23. “**Court**” shall mean the Knox County Circuit Court in the Ninth Judicial Circuit, State of Illinois, presiding over this Litigation.

24. “**Credit Monitoring Services**” means three (3) years of one-bureau credit monitoring services provided by Experian (or other comparable provider) to Settlement Class Members who are entitled to such benefit under the Settlement and who select such services on their Claim Form. These services include one-bureau credit monitoring, identity restoration services, and \$1 million in identity theft insurance.

25. “**Data Incident**” means the cyberattack against Knox computer systems which contained personal information stored by Knox that occurred in approximately November 2022.

26. “**Defendant**” shall mean Knox College, Inc.

27. “**Defendant’s Counsel**” shall mean Anjali C. Das and Jennifer S. Stegmaier of Wilson Elser Moskowitz Edelman & Dicker, LLP.

28. “**Effective Date**” means the date by which the Settlement contemplated by this Settlement Agreement shall become effective and when all of the events and conditions specified in Paragraph 117 below have occurred and been met.

29. “**Fee and Expense Application**” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, as well as a Service Award for the Class Representative.

30. “**Fee Award and Expenses**” means the amount of reasonable attorneys’ fees and reimbursement of litigation expenses awarded by the Court to Class Counsel.

31. “**Final**” means the occurrence of all the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Final Approval Order and Judgment; and (iii) the time to appeal, petition, rehearing, or other review of such order has expired and no appeal has been timely filed; or (iv) if an appeal, petition, request for rehearing, or other review has been filed, the Final Approval Order and Judgment are affirmed without material change or the appeal is dismissed or otherwise disposed of, no other appeal, petition, rehearing, or other review is pending, and the time for further appeals, petitions, requests for rehearing, or other review has expired.

32. “**Final Approval Hearing**” means the hearing before the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to the Illinois rules and procedure, and where the Plaintiffs will request a Final Approval Order and Judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving a Service Award to the Class Representative.

33. “**Final Approval Order**” shall mean the order to be entered by the Court after the Final Approval Hearing, which approves the Settlement Agreement. The Final Approval Order will be in substantially the same form as the one attached hereto as Exhibit DB

**34. “Judgment” or “Final Judgment”** means a final judgment entered by the Court, which will be substantially similar to the form attached as Exhibit C.

**35. “Litigation”** means all claims and causes of action asserted, or that could have been asserted, against Knox and the Released Parties in the action captioned *Doe et al. v. Knox College, Inc.*, Case No. 2023LA9, Knox County Circuit Court in the Ninth Judicial Circuit, State of Illinois, and any and all appellate rights, as well as any other such actions by and on behalf of any other individuals originating, or that may originate, in the jurisdictions of the United States against Knox relating to the Incident. The Parties represent that they are unaware of any such actions pending other than the instant Litigation.

**36. “Long Form Notice”** means the long form notice of settlement, substantially in the form as Exhibit D, which includes the robust details about the Settlement and shall be posted on the Settlement Website.

**37. “Lost Time”** means time spent by the Settlement Class Members to remedy issues related to the Data Incident.

**38. “Net Settlement Fund”** means the amount of funds that remain in the Settlement Fund after funds are used to pay, or allocated to pay, the following: (1) Notice and Administrative Expenses; (2) Fee Award and Expenses; (3) Service Awards; and (4) Taxes and Tax-Related Expenses.

**39. “Notice”** means the notice of the proposed Settlement consisting of the Short Form Notice and Long Form Notice, which is to be provided substantially in the manner set forth in this Settlement Agreement and Exhibits D and F, and approved by the Court.

**40. “Notice Commencement Date” or “Notice Deadline” or “Notice Date”** means the last day in which Notice must be commenced to the Settlement Class Members, and which must occur no later than thirty-five (35) days after entry of the Preliminary Approval Order.

**41. “Notice and Administrative Expenses”** means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

**42. “Objection Deadline”** means the date by which Settlement Class Members must submit electronically (if filed on Settlement Website) or postmark-required (if mailed) copies of any written objections, pursuant to the terms and conditions herein, to this Settlement Agreement and to any application and motion for the Fee Award and Expenses and Service Awards, which shall be sixty (60) days after Notice Date, or such other date as ordered by the Court. This Deadline will also be known as the Objection Date.

**43. “Opt-Out Deadline” or “Exclusion Deadline”** is the last day on which a Settlement Class Member may submit electronically (if filed on Settlement Website) or postmark-

required (if mailed) a request to be excluded from the Settlement Class, which will be sixty (60) days after the Notice Deadline. The deadline to file a Request for Exclusion will be clearly set forth in the Settlement Class Notice.

**44. “Participating Settlement Class Member” or “Settlement Class Member”** means a Settlement Class Member who is a Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

**45. “Parties”** shall mean Plaintiffs and Defendant, collectively.

**46. “Plaintiffs” or “Settlement Class Representatives”** shall mean the named class representatives, Jane Doe, Rachael Morrissey, Le’Andra Mosely, and Catherine Peck.

**47. “Person” or “Individual”** means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, government or any political subdivision thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents, and/or assignees.

**48. “Preliminary Approval Order”** shall mean an order by the Court that preliminarily approves the Settlement (including, but not limited to, the forms and procedure for providing Notice to the Settlement Class), certifies the Settlement Class for settlement purposes, and permits Notice to the proposed Settlement Class, establishes a procedure for the Settlement Class Members to object to or opt out of the Settlement, and sets a date for the Final Approval Hearing, without material change to the Parties’ agreed-upon proposed preliminary approval order attached hereto Exhibit E.

**49. “Private Information” or “Personal Information”** means information that is or could be used, whether on its own or in combination with other information, to identify, locate, or contact a person, including, without limitation, names, dates of birth, addresses, driver’s license numbers, passport numbers, and Social Security numbers, and additional personally identifiable information (“PII”) and protected health information (“PHI”), if any, that Defendant may have collected and maintained, as those terms are defined by applicable data breach notification laws.

**50. “Reasonable Documentation”** means documentation supporting a claim for Unreimbursed Economic Loss including, but not limited to, credit card statements, bank statements, invoices, telephone records, and receipts. Unreimbursed Economic Loss costs cannot be documented solely by a personal certification, declaration, or affidavit from the Claimant; a Settlement Class Member must provide supporting documentation.

**51. “Released Claims”** means any and all claims and causes of action of every nature and description (including Unknown Claims” as defined herein), whether arising under federal, state, statutory, regulatory, common, foreign, or other law, that arise in any way from or relate to the Lawsuit against Knox and the Incident (other than claims to enforce the Settlement).

**52. “Released Parties”** shall mean Knox and all of its respective past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, servants, members, providers, partners, principals, directors, shareholders, and owners, and all of their respective attorneys, heirs, executors, administrators, insurers (including, but not limited to

Hiscox), coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and includes, without limitation, any Person related to any such entities who is, was, or could have been named as a defendant in the Action.

**53. “Releasers”** shall refer, jointly and severally, and individually and collectively, to Plaintiffs, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing, and anyone claiming by, through, or on behalf of them.

**54. “Remainder Funds”** means any funds that remain in the Settlement Fund after all payments are made on Approved Claims from the Net Settlement Fund and after a second round of *pro rata* distributions are completed. The funds remaining in the Settlement Fund after these deductions are made, and after the time for cashing and/or depositing checks has expired will be Remainder Funds. The Remainder Funds will be sent to one or more court-approved charitable organizations as a *cy pres* distribution. The Parties will jointly recommend the entity or entities to the Court that will be the recipients of the *cy pres* distribution.

**55. “Settlement Administrator”** means the third-party class action settlement administrator, subject to Court approval, Kroll Settlement Administration which is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation, to be jointly agreed upon by Class Counsel and Defendant’s Counsel and approved by the Court.

**56. “Settlement Agreement”** means this Settlement Agreement, exhibits, and the settlement embodied herein.

**57. “Service Award”** means the amount awarded by the Court and paid to the Class Representatives in recognition of their role in this Litigation. The Service Awards requested in this matter will be \$3,000 to each Plaintiff, subject to Court approval.

**58. “Settlement Benefit(s)”** means any Settlement Payment, Credit Monitoring Services, payment for Unreimbursed Economic Loss and Lost Time or Alternative Cash Payments, as set forth in this Settlement Agreement, and any other benefits that the Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, including injunctive relief and payment of the Fee Award and Expenses and Administrative Expenses.

**59. “Settlement Class” or “Class”** means all Individuals whose Private Information was compromised or potentially compromised in the Data Incident disclosed by Knox beginning in January 2023. Excluded from the Settlement Class are: (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, and directors; (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline; and (4) the successors or assigns of any such excluded natural person.

**60. “Settlement Class List”** means the data file(s) which includes each Settlement Class Member’s name, current or last known address, if known, which Defendant used in

providing notice to the Class of the underlying Incident. Defendant shall provide the data file(s) to the Settlement Administrator within seven (7) days of the entry of the Preliminary Approval Order.

**61. “Settlement Class Member”** means an individual who falls within the definition of the Settlement Class.

**62. “Settlement Fund”** means the amount of four hundred sixty-two thousand five hundred dollars (\$462,500.00) to be paid by, or on behalf of, Defendant, and which includes any interest accrued thereon after payment, this being the full and complete limit and extent of Defendant’s obligations with respect to the Settlement.

**63. “Settlement Payment”** means the cash payment to be made *via* mailed check and/or electronic payment to a Settlement Class Member on Approved Claims by the Settlement Administrator from the Settlement Fund.

**64. “Settlement Website”** means the website to be created, launched, and maintained by the Settlement Administrator, which shall contain information about the Settlement, including electronic copies of Exhibits A-F (or any forms of these exhibits that are approved by the Court), this Settlement Agreement, will provide access to other relevant case documents related to the Settlement, and will allow for the electronic submission of Claim Forms and Requests for Exclusion. The Settlement Website will remain active until 90 days after the Effective Date.

**65. “Short Form Notice”** is a postcard notice that will be mailed (or emailed) to each Settlement Class Member for which contact information is available. include a copy of the Claim Form, in the same or substantially similar form as Exhibit F hereto.

**66. “Taxes and Tax-Related Expenses”** means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Defendant with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund. All Taxes and Tax-Related Expenses will be paid from the Settlement Fund.

**67. “Unknown Claims”** means any of the Released Claims that any Settlement Class Members, including any of the Class Representatives, does not know or suspect to exist in his/her favor at the time of the release of the Released Parties that, if known by him or her, might have affected his or her settlement with, and release of, the Released Parties, or might have affected his or her decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, the Class Representatives expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Final Approval Order and Final judgment shall have, waived the provisions, right, and benefits conferred by federal law or the law of any state, province, or territory.

**68. “Unreimbursed Economic Losses”** means out-of-pocket costs or expenditures that actually incurred by Settlement Class Members that are unreimbursed, supported by Reasonable Documentation, and can be claimed by Class Members who elect this Settlement



Benefit on their Claim Form. “**Unreimbursed Economic Losses**” include things such as losses related to fraud and identity theft, the purchase of identity protection services or credit monitoring services, and ID theft insurance different than the services and benefits offered by Defendant, they must be fairly traceable to the Data Incident, and these expenses have not already been reimbursed by a third party.

### III. SETTLEMENT FUND

**69. Non-Reversionary Settlement Fund.** The maximum amount that Knox is obligated to pay in total for this Settlement shall consist of a non-reversionary settlement fund totaling \$462,500.00 (“Settlement Fund”). The Settlement Fund will be used to pay for all expenditures pertaining to this Settlement: (1) Credit Monitoring Services; Unreimbursed Economic Losses; Lost Time; and Alternative Cash Payments; (2) Notice and Administrative Expenses; (3) Fee Award and Expenses, as awarded by the Court; (4) Service Award payments, as approved by the Court; and (5) transfer of Remainder Funds to the extent any exist following the preceding administration of payments. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court. Responsibility for effectuating payments described in this paragraph shall rest solely with the Settlement Administrator and neither Defendant nor Defendant’s agents shall have any responsibility whatsoever with respect to effectuating such payments.

**70.** The Settlement Administrator will create an account (into which Knox will deposit the total sum of \$462,500.00 for the Settlement Fund) within fourteen (14) days after the Court’s entry of the Preliminary Approval Order. The Settlement Administrator shall provide wiring and/or other payment instructions and a properly completed and duly executed IRS Form W-9 to Defendant within five (5) days of the entry of the Preliminary Approval Order. Knox shall provide the Settlement Administrator, for deposit into the Settlement Fund, the total sum of \$462,500.00 within thirty (30) days after the Court’s entry of the Preliminary Approval Order.

**71. Qualified Settlement Fund.** The Parties agree that the Settlement Administrator shall place the Settlement Fund into an interest-bearing account created by order of the Court which is intended to constitute a “qualified settlement fund (“QSF”) within the meaning of Treasury Regulation § 1.468 B-1 of the Treasury Regulations (“Treasury Regulations”) promulgated under the U.S. Internal Revenue Code of 1986, as amended (the “Code”). Knox shall be the “transferor” to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund or any other amount transferred to the QSF pursuant to this Settlement Agreement. The Settlement Administrator shall be the “administrator” of the QSF within the meaning of Treasury Regulation § 1.468 B-2(k)(3) of the Treasury Regulations and shall be responsible for filing all tax returns with respect to the QSF, and any other tax reporting for or in respect of the Settlement Fund, paying from the QSF any Taxes and Tax-Related Expenses owed with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Knox and the Settlement Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirement for qualification as a QSF, including any relation-back election within the meaning of Section 1.468B-1(j) of the Treasury Regulations.

**72. Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund, if any, shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty, and have no responsibility, with respect to the tax treatment by any Settlement Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Settlement Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

#### **IV. SETTLEMENT BENEFITS TO CLASS MEMBERS**

**73.** Subject to the caps described below, Settlement Class Members may submit a claim to receive the following benefits: (1) Credit Monitoring Services; (2) payment for Unreimbursed Economic Losses; (3) payment for Lost Time; or, in the alternative to benefits (1)-(3), an Alternative Cash Payment of \$100.00.

- i. **Credit Monitoring:** All Settlement Class Members are eligible to enroll in three (3) years of one-bureau Credit Monitoring Services, which will include identity restoration services and \$1 million in identity theft insurance, provided by Experian, or any other comparable provider, regardless of whether the Class Member submits a claim for reimbursement of Unreimbursed Economic Losses or Lost Time.

Settlement Class Members must affirmatively request credit monitoring by electing this benefit on the Claim Form, which must be postmarked or electronically submitted to the Settlement Administrator on or before the Claims Deadline. Codes for credit monitoring will be sent either to an email address provided by the Settlement Class Member or, if they do not have an email address, mailed to the address provided by the Class Member on the Claim Form. This Settlement Benefit may be selected in addition to compensation for Lost Time and Unreimbursed Economic Losses. All costs associated with Credit Monitoring Services shall be paid out of the Settlement Fund.

- ii. **Compensation for Unreimbursed Economic Losses:** All Settlement Class Members may submit a Claim Form for payment of up to \$2,500 as compensation for documented unreimbursed economic losses resulting from and which are “fairly traceable” to the Data Incident. Unreimbursed Economic Losses will be deemed “fairly traceable” if: (1) the timing of the loss occurred on or after November 6, 2022 (or the earliest verifiable date the Data Incident occurred) and the Claims Deadline; and (2) the Personal Information used to

commit identity theft or fraud consisted of the same type of Personal Information that was provided to Knox prior to the Data Incident.

Unreimbursed Economic Losses may include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Incident through the date of claim submission; and miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Settlement Class Members seeking payment for Unreimbursed Economic Losses must complete and submit either a written or online Claim Form to the Settlement Administrator, postmarked or electronically submitted on or before the Claims Deadline. The Claim Form must be verified by the Settlement Class Member with an attestation that he or she believes that the losses or expenses claimed were incurred as a result of the Data Incident. Settlement Class Members must submit Reasonable Documentation supporting their claimed Unreimbursed Economic Losses. This can include receipts or other documentation not "self-prepared" by the claimant that document the costs incurred. "Self-prepared" documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support other submitted documentation. The reasonableness of such documentation will be determined by the Settlement Administrator in its professional judgment. Nothing in this Settlement Agreement shall be construed to provide for any double payment for the same loss or injury that was reimbursed or compensated by any other source. To be valid, Claims for payment or reimbursement of Unreimbursed Economic Losses must be complete and submitted to the Claims Administrator on or before the Claims Deadline. No payment shall be made for emotional distress, personal/bodily injury, or punitive damages. All Unreimbursed Economic Losses shall be paid out of the Settlement Fund.

- iii. **Compensation for Lost Time**: All Settlement Class Members may submit a Claim Form for compensation of up to four hours of Lost Time, compensable at a rate of \$25.00 per hour, for a maximum of \$100.00, for time spent in attempting to mitigate and prevent fraud or to remedy actual fraud or identity theft as a result of the Data Incident. Settlement Class Members who make a Claim for Lost Time payments must affirmatively indicate their election of this Settlement Benefit on the Claim Form, and attest that the claimed Lost Time is accurate and not otherwise reimbursable. This attestation is also to be made on the Claim Form. Claims for Lost Time must be complete and submitted to the Claims Administrator on or before the Claims Deadline. All Lost Time payments shall be paid out of the Settlement Fund.
- iv. **\$100 Alternative Cash Payment**: Settlement Class Members can elect to make a claim for a \$100 Alternative Cash Payment in lieu of the Settlement Benefits

for Credit Monitoring Services, Unreimbursed Economic Losses, and Lost Time, as outlined above in subparagraphs (i)-(iii). Settlement Class Members who make a Claim for the \$100 Alternative Cash Payment must affirmatively indicate their election of this Settlement Benefit on the Claim Form. Claims for \$100 Alternative Cash Payments must be complete and submitted to the Claims Administrator on or before the Claims Deadline, but no additional documentation is required. All Claims for \$100 Alternative Cash Payment shall be paid out of the Settlement Fund.

**74. Equitable Relief and Security Enhancements.** In addition to all of the foregoing Settlement Benefits, Knox agrees to adopt, implement, continue, and maintain the following (or substantially similar) data security measures as of the Effective Date of this Settlement Agreement: implement a new firewall; upgrade virus and malware protection and monitors through SentinelOne, deploy SentinelOne Ranger Protection Platform monitoring service to monitor all network-connected devices and endpoints, and upgrade network hardware to further secure the environment and ensure Sentinel One support.

**75. Pro Rata Reduction.** In the event the amount of Approved Claims for Settlement Benefits (for Credit Monitoring Services, Unreimbursed Economic Losses, Lost Time, and Alternative Cash Payments) exceed the amount of the Net Settlement Fund, the amount of cash Settlement Payments to be paid for Approved Claims shall be proportionately reduced on a *pro rata* basis and paid in accordance with the Order of Distribution of Funds and Contingency Payment provisions herein.

## **V. CLAIMS ADMINISTRATION**

**76. Submission of Claims.** Settlement Class Members seeking Settlement Benefits must submit a valid Claim using the Claim Form attached hereto as **Exhibit A**.

**77. Claims Deadline.** All Settlement Class Members have ninety (90) days after the Notice Date to make Claims for Settlement Benefits by submitting a Claim Form to the Settlement Administrator. The Claim Form must be postmarked or electronically submitted online within 90 days after the Notice Date. The Notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required.

**78. Electronic and Hard Copy Claims.** Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website or may download Claim Forms (or request that the Settlement Administrator mail a copy of the Claim Form) to be filled out, signed, and submitted physically with any supporting documentation by mail to the Settlement Administrator.

**79. Untimely Claims.** Any Settlement Class Member who fails to submit a Claim for any Settlement Benefits pursuant to the terms and conditions of the Settlement Agreement within the time frames set forth herein, or such other period as may be ordered by the Court or otherwise allowed, shall be forever barred from receiving any Settlement Payments or Settlement Benefits

pursuant to this Settlement, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement, the releases contained herein, and, upon its entry, the Final Approval Order and Judgment.

**80. Review of Claim Forms.** The Settlement Administrator shall have the authority to determine whether a Claim Form is valid, timely, and complete and whether Settlement Class Members are eligible for a Settlement Payment.

**81. Fraudulent Submissions.** Settlement Administrator, with approval of Class Counsel and Defendant's Counsel, may reject Claims which it believes are fraudulent, or which carry with them indicia of being fraudulent (such as a claim that is filed as one of multiple claims from the same URL or bulk claims electronically submitted simultaneously).

**82. Denied Claims.** In the event the Settlement Administrator denies a claimant's Claim, the claimant shall have twenty-one (21) days from date denial or partial denial of a Claim from the Settlement Administrator to dispute such determination in writing and request an appeal. If a claimant disputes a determination in writing and requests an appeal, the Settlement Administrator shall review the Claim, provide a copy of the claimant's dispute, Claim Form and any necessary additional information to Class Counsel and Defendant's Counsel for their review, and make a final determination within ten (10) days without any further action.

**83. Dispute Resolution for Claims.** The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the claimant is a Settlement Class Member; (2) the Claim is timely submitted; and (3) the Claim includes all requisite information, requisite certification(s), and/or Reasonable Documentation required to complete a valid Claim Form, including, for example, any documentation that may be necessary to reasonably support the Settlement Benefits described herein and required for the Settlement Administrator to determine whether the claimed losses are fairly traceable to the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity. The Settlement Administrator is authorized to use best practices to determine the validity or invalidity of any Claim made by any Settlement Class Member.

**84. Order of Distribution of Funds.** The Settlement Administrator must first use the funds available in the Settlement Fund to pay Notice and Administrative Expenses, Taxes and Tax-Related Expenses, Fee Award and Expenses, and Service Awards. If the remaining Net Settlement Funds exceed the total amount of Approved Claims the Settlement Administrator shall pay the Settlement Benefits for all Approved Claims and disburse any Residual Funds in accordance with the provisions herein.

**85. Contingency Payments/Residual Funds.** If the Net Settlement Fund exceeds the total amount of Approved Claims for Settlement Benefits, Class Counsel and Knox College shall, by agreement, instruct the Settlement Administrator to disburse the remaining Residual Funds in any of the follow manners. First, the Settlement Administrator shall make additional monetary payments to the Settlement Class Members who submitted Approved Claims for cash payments (*i.e.*, compensation for Unreimbursed Economic Loss, Lost Time or Alternative Cash Payment) in equal amounts, provided that no Settlement Class Member receives more than two times the

amount of their payment in their original Approved Claim. Second, if there are funds remaining in the Settlement Fund, these residual funds shall be paid to a mutually agreeable charitable organization as a *cy pres* recipient, subject to Court Approval.

**86. Contingencies.** In the event that the total amount of Approved Claims exceeds the amount of the Net Settlement Fund, the Settlement Administrator shall pay Approved Claims for Settlement Benefits in the following order. First, all claims for Credit Monitoring Services shall be paid on Approved Claims. Second, all requests for cash payments in the remaining Approved Claims (*i.e.*, compensation for Unreimbursed Economic Loss, Lost Time and Alternative Cash Payments) shall be proportionately reduced on a *pro rata* basis.

**87. Settlement Payment Methods.** Settlement Class Members will be provided the option to receive any Settlement Payment due to them pursuant to the terms of this Settlement Agreement via various electronic methods. In the event that Class Members do not exercise this option for payment, they will receive their Settlement Payment via a physical check sent by first class U.S. Mail.

**88. Timing of Settlement Benefits.** Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide enrollment instructions for Credit Monitoring Services to Settlement Class Members who selected Credit Monitoring Services on their Claim Forms for all Approved Claims. Within sixty (60) days after: (1) the Effective Date; or (ii) the date when all Claim Forms have been processed subject to the terms and conditions of this Settlement, whichever date is later, the Settlement Administrator shall distribute Settlement Payments to Settlement Class Members who are entitled to these Settlement Benefits based on the selections made on their Claim Forms for all Approved Claims.

**89. Deadline to Deposit or Cash Physical Checks.** Settlement Class Members with Approved Claims who received a Settlement Payment *via* a physical check shall have sixty (60) days following the Settlement Administrator's distribution to deposit or cash the check. Any check not cashed or deposited within this time frame shall be unenforceable.

**90. Returned, Unclaimed or Uncashed/Undeposited Payments.** No portion of the Settlement Fund shall revert or be repaid to Knox after the Effective Date. For any Settlement Payment that is not claimed, not timely cashed or deposited, or returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the mailing address or the electronic account provided is invalid), the Settlement Administrator shall make reasonable efforts to locate a valid address and/or electronic account and re-issue the Settlement Payment within thirty (30) days after the original Settlement Payment is returned to the Settlement Administrator as undeliverable if such time permits before the Deadline to Deposit or Cash Physical Checks. The Settlement Administrator shall only make one attempt to re-issue a Settlement Payment. Settlement Class Members shall have sixty (60) days following the distribution date of any re-issued Settlement Payments to deposit or cash their Settlement Benefits.

**91. Distribution of Returned, Unclaimed or Uncashed Payments.** For any Settlement Payment that is not claimed, not timely cashed or deposited, or returned to the Settlement Administrator as undeliverable, these funds shall be distributed by the Claims

Administrator as Residual Funds pursuant to the terms and conditions set forth in this Settlement Agreement.

**92. Settlement Administration Fees.** The Settlement Fund will pay the entirety of the settlement administration fees, including the cost of Notice. The Parties agree to solicit competitive bids for the selection of a Settlement Administrator and for Notice of the Settlement to the Settlement Class Members.

**93.** Upon the Effective Date, and receipt of payee instructions and a Form W-9 for the payee, Defendant or its insurer shall provide the funding for the Settlement Fund to the Settlement Administrator as stated herein. Provided that Final Approval of this Settlement Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy Approved Claims for Settlement Class Members as provided herein in exchange for a full, fair, and complete release of all Released Parties from Released Claims, and dismissal of the Litigation with prejudice.

**94.** The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and shall be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund, except insofar as such obligations are explicitly provided for in this Settlement Agreement.

**95.** Once a Settlement Administrator is mutually agreed to by the Parties and after the Settlement is preliminarily approved by the Court, the Settlement Administrator will provide Notice to the Settlement Class Members in a manner mutually agreed upon by the Parties.

**96.** After the Court enters a Final Approval Order approving the Settlement Agreement, the Settlement Administrator shall provide the Settlement Benefits to Settlement Class Members on Approved Claims in accordance with the terms and conditions set forth herein.

**97. Limitation of Liability.** The Parties, Class Counsel, and Defendant's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

**98. Hold Harmless Clause.** The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Settlement Class Representatives, Knox, and Defendant's Counsel harmless for: (i) any act or omission or determination of the Settlement Administrator, or the Settlement Administrator's designees or agents, in connection with the Notice and administration of the Settlement; and (ii) the determination, administration, calculation, or payment of any Claims.

## **VI. NOTICE OF SETTLEMENT**

**99. Notice.** The Settlement Administrator shall provide Notice to the Settlement Class Members and administer the Settlement under the Parties' supervision pursuant to the Court's Preliminary Approval Order and subject to the exclusive jurisdiction of the Court. The Notice plan shall be subject to approval by the Court as satisfying constitutional due process requirements. All costs associated with the Notice plan shall be paid from the Settlement Fund.

**100. Notice Date.** Within seven (7) days after the Court's entry of the Preliminary Approval Order, Defendants shall provide the Settlement Class List to the Settlement Administrator. Within thirty-five (35) days after the Court's entry of the Preliminary Approval Order, or such other time as may be ordered by the Court (*i.e.*, Notice Date) the Settlement Administrator shall disseminate Notice to the Settlement Class Members as follows:

- i. In postcard form by U.S. mail, postage prepaid to Settlement Class Members using the postal addresses that Knox used to providing notice to the Settlement Class Member of the Data Incident.
- ii. For any Summary Notice provided in postcard form that was mailed by U.S. mail and returned by the U.S. Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the U.S. Postal Service on the face of the returned mail
- iii. For any Summary Notice provided in postcard form that was mailed by U.S. mail and returned by the U.S. Postal Service as undeliverable without forwarding address information, the Claims Administrator shall use reasonable efforts to identify updated mailing addresses, including using the National Change of Address database maintained by the U.S. Postal Service, in an attempt to identify current mailing addresses for the respective Settlement Class Members for purposes of re-mailing the Summary Notice and (i) re-mail the Summary Notice to the extent an updated address is identified, or (b) email the Summary Notice to the extent Knox has an email address on record for that Settlement Class Member.
- iv. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed as provided in this Paragraph.

**101. Settlement Website.** Prior to any dissemination of the Summary Notice and prior to the Notice Date, the Settlement Administrator shall launch a dedicated settlement website, and shall maintain and update the website on the internet in accordance with this Settlement Agreement. The Settlement Website shall contain information regarding how to submit Claim Forms (including downloading and submitting Claim Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Summary Notice, Long Notice, Claim Form, Settlement Agreement, the Preliminary Approval Order entered by the Court, and the operative Class Action Complaint in the Lawsuit, and will (on its URL landing page) notify the Settlement Class of the date, time, and place of the Final Approval Hearing. The Settlement Website shall also provide the toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly for any additional



information about the Settlement. The Settlement Administrator shall also provide copies of the Summary Notice, Long Notice, Claim Form, and Settlement Agreement to the Settlement Class Members upon request. The Settlement Website shall also allow for submission of Requests for Exclusion electronically through the Settlement Website.

**102. Settlement Toll Free Number.** The Settlement Administrator shall establish and maintain a toll-free telephone number with information relevant to this Settlement.

## **VII. OPT-OUT/REQUEST FOR EXCLUSION PROCEDURE**

**103. Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement is by notifying the Settlement Administrator, in writing (or by submitting a Request for Exclusion), postmarked no later than the Opt-Out Deadline. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the terms stated herein will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

**104.** Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time on or before the Opt-Out Deadline. To be valid, the Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) if mailed, postmarked on or before the Opt-Out Deadline. If the Settlement Class Member submits a Request for Exclusion to the Settlement Administrator via U.S. Mail, the Request for Exclusion must be in writing and must identify 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); state the name, current address, and telephone number of the Settlement Class Member seeking exclusion; be physically signed by the person seeking exclusion; and must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Doe et al. v. Knox College, Inc.*, Case No. 2023LA9 (Knox County Circuit Court in the Ninth Judicial Circuit, State of Illinois).” Within ten (10) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to counsel for the Settling Parties a complete list of all timely and valid Requests for Exclusion (the “Opt-Out List”).

**105.** In the event that within ten (10) days after the Opt-Out Deadline there is a total of 2% or more of the Settlement Class who have Opted-Out of the Class, Knox may, by notifying Class Counsel in writing, void this Settlement Agreement. If Knox voids the Settlement Agreement pursuant to this Paragraph, (a) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or their counsel; and (b) the terms and provisions of the Settlement Agreement and statements made in connection with seeking approval of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

## **VIII. OBJECTION PROCEDURES**

**106. Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by timely filing a written objection with the Court no later than the

Objection Deadline. Any Settlement Class Member may enter an appearance in the Litigation, at their own expense, individually or through counsel of their own choice. Any Class Member who wishes to object to the Settlement, the Settlement Benefits, Service Awards, and/or the Fee Award and Expenses, or to appear at the Final Approval Hearing and show cause for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why the Final Approval Order and Final Judgment should not be entered thereon, why the Settlement Benefits should not be approved, or why the Service Awards and/or the Fee Award and Expenses should not be granted, may do so, but must follow the Objection Procedures set forth herein.

**107. Objection Requirements.** All written objections and supporting papers must clearly include: (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; (vii) specify whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (viii) list all persons who will be called to testify at the Final Approval Hearing in support of the objection; (ix) 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; (x) 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 (xi) the signature of the objector and his/her attorney. The Notice will inform Settlement Class members that to be considered timely and valid, all objections must be filed with the Clerk for the Knox County Circuit Court in the Ninth Judicial Circuit no later than sixty (60) days following the Notice Date. The Notice will further inform Settlement Class Members that, to be considered timely and valid, they must mail a copy of their objection to the following different places, postmarked no later than sixty (60) days after the Notice Date:

<b>Court</b>	<b>Class Counsel</b>	<b>Defendant’s Counsel</b>
Attn: Clerk of the Court Knox County Circuit Court in the Ninth Judicial Circuit, State of Illinois [insert address]	Raina C. Borrelli and Samuel J. Strauss TURKE & STRAUSS LLP 613 Williamson St., #201 Madison, WI 53703  Gary Klinger MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 227 W. Monroe Street, #2100 Chicago, Illinois 60606  Carl Malmstrom	Anjali Das and Jennifer Stegmaier WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP 55 West Monroe Street Suite 3800 Chicago, IL 60603

	<p>WOLF HALDENSTEIN  ADLER FREEMAN &amp;  HERZ LLC  111 W. Jackson Blvd., Suite  1700  Chicago, Illinois 60604</p>	
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**108. Objection Deadline.** No Class Member or other person will be heard on such matters unless they have filed with the Court their objection, together with any briefs, papers, statements, or other materials they wish the Court to consider, by no later than sixty (60) days after the Notice Date, unless otherwise granted permission by the Court.

**109.** The Parties agree that Class Counsel will take the lead in drafting responses to any objections to the Settlement, including any appeals filed by the objectors. However, both Parties retain their rights to make any arguments in response to the objector.

**110. Failure to Adhere to Objection Procedure.** Any Settlement Class Member who fails to comply with the requirements for objecting herein shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgements in the Litigation. The sole and exclusive means for any challenge to the Settlement Agreement shall be provided herein. Without limiting the foregoing, any challenge to the Settlement Agreement, the Preliminary Approval Order, the Final Approval Order, or the Final Judgment to be entered upon final approval, shall be pursuant to appeal under applicable Court rules and not through a collateral attack.

## **IX. REQUIRED EVENTS AND COOPERATION BY PARTIES**

**111. Certification of the Settlement Class.** For purposes of this Settlement only, the Parties agree to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Final Judgment of this Settlement and the occurrence of the Effective Date.

**112. Confidentiality of Information Submitted by Settling Parties.** Information submitted by the Parties pursuant to this Settlement Agreement shall be deemed confidential and protected as such by Class Counsel, Knox, Defendant’s Counsel, Settlement Class Representatives, and Settlement Administrator. Any Class Member information received by the Settlement Administrator is provided solely for the purposes of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. As such, the Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Defendant’s Counsel to ensure that any information provided to it by Settlement Class Members, Class Counsel, Knox, or Defendant’s Counsel will be secure and used solely for the purpose of effecting this Settlement. As such, except to administer the Settlement as provided for in this Settlement Agreement, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class member’s information. The Settlement Administrator shall timely and permanently destroy the Class Members’ information once its

duties under the Settlement Agreement and related legal obligations have been completed. All documents, materials, and information, if any, provided by Knox in confirmatory discovery is confidential and may not be used for any purpose other than confirmatory discovery in this Litigation.

**113. Preliminary Approval.** As soon as practicable after the execution of the Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court by filing a motion for preliminary approval of the Settlement and request entry of a Preliminary Approval Order in the form attached hereto as Exhibit E

**114. Final Approval.** The Parties shall request that the Court schedule the Final Approval Hearing in compliance with all applicable laws and enter a Final Approval Order of this Settlement. The deadline for filing a motion with the Court seeking entry of a Final Approval Order shall be within fourteen (14) days after the Claims Deadline.

**115. Cooperation.** The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish all requirements of this Settlement Agreement on the schedule set by the Court, subject to the terms of this Settlement Agreement. If, for any reason, the Parties determine that the schedule set by the Court is no longer feasible, the Parties shall use their best efforts to amend the schedule to accomplish the goals of this Settlement Agreement.

**116. Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties.

## **X. EFFECTIVE DATE, MODIFICATION AND TERMINATION**

**117. Effective Date.** The Effective Date of the settlement shall be the first day after all of the following conditions have occurred:

- i. Knox and Class Counsel execute this Settlement Agreement;
- ii. The Court has entered the Preliminary Approval Order, without material change to the Parties' agreed-upon proposed Preliminary Approval Order attached as **Exhibit E**;
- iii. Notice is provided to the Settlement Class consistent with the Preliminary Approval Order;
- iv. Knox has not exercised its option to terminate the Settlement Agreement;
- v. The Court has entered the Final Approval Order and Final Judgment without material change from the forms attached as **Exhibit C** and **Exhibit D**, respectively; and,
- vi. The Final Approval Order and Final Judgment have become Final.

**118.** If all of the conditions specified in Paragraph 117 herein are not satisfied, the Parties will seek in good faith to revise the Settlement Agreement as needed, provided, however, that no party may use subsequent legal developments or other intervening events, other than the decision(s) denying or reversing approval of the Settlement Agreement, as justification for renegotiating the Settlement. Failing this, the Parties will be restored to their respective places in the Lawsuit. In such event, the terms and provisions of this Settlement Agreement will have no further force or effect with respect to the Parties and will not be used in this or any other proceeding for any purposes, and any Judgment or Order entered by the Court in accordance with the terms of this Settlement Agreement will be treated as vacated.

**119. Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Settlement Agreement.

**120. Settlement Not Approved.** In the event the Court declines to enter the Preliminary Approval Order, the Final Approval Order and Final Judgement, or the Final Approval Order and Final Judgement do not become final (as described herein), Knox may at its sole discretion terminate this Settlement Agreement on seven (7) days written notice from Defendant's Counsel to Class Counsel.

**121. Termination.** Knox may also unilaterally terminate this Agreement on seven (7) days written notice to Class Counsel if more than two percent of the Class submit valid Requests for Exclusion, as agreed to by the Parties and as communicated to the Court *in camera*.

**122. Material Modification by the Court.** In the event the terms or conditions of this Settlement Agreement are materially modified by any court, any Party in its sole discretion to be exercised within fourteen (14) days after such modification may declare this Settlement Agreement null and void. In the event of a material modification by any court, and in the event the Parties do not exercise their unilateral options to withdraw from this Settlement Agreement pursuant to this Paragraph, the Parties shall meet and confer within seven (7) days of such ruling to attempt to reach an agreement as to how best to effectuate the court-ordered modification. For the avoidance of doubt, a "material modification" shall not include any reduction by the Court of the Fee Award and Expenses and/or Service Awards.

**123. Effect of Termination.** In the event this Settlement Agreement is terminated pursuant to any provision herein, then the Settlement proposed herein shall become null and void and shall have no legal effect and may never be mentioned at trial or in dispositive or class motions or motion papers (except as necessary to explain the timing of the procedural history of the Lawsuit), and the Parties shall return to their respective positions existing immediately before the execution of this Settlement Agreement or the Settlement. Further, in the event of such a termination, the certification of the Settlement Class shall be void. Defendant reserves the right to contest class certification for all purposes other than this Settlement. Any orders preliminarily or

finally approving the certification of any class contemplated by the Settlement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity in support of claims or defenses or in support or in opposition to a class certification motion. In addition: (a) the fact that Defendant did not oppose certification of a class under the Settlement shall not be used or cited thereafter by any person or entity, including in a contested proceeding relating to class certification and (b) in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

**124.** Notwithstanding any provision in this Settlement Agreement, in the event this Settlement Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Settlement Agreement is declared null and void, or in the event the Effective Date does not occur, each Party shall bear its own attorneys' fees and costs.

## **XI. RELEASE**

**125.** Settlement Class Members who do not opt-out of the Settlement in accordance with Court approved opt-out procedures and deadlines release any and all claims arising from or related to claims asserted, or that could have been asserted, in the Lawsuit.

**126.** Upon Final Approval of this Settlement Agreement, Settlement Class members release, acquit, and forever discharge Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers (including but not limited to Hiscox), shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the data breach ("Released Parties") from all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to any release of Private Information from the Data Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information from the Data Incident (the "Released Claims"), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Incident.

**127.** The obligations incurred under this Settlement shall be in full and final disposition of the Lawsuit and of any and all Released Claims as against all Released Parties.

**128.** Notwithstanding any term herein, neither Knox nor the Released Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Settlement Class Representatives and each and all of the Settlement Class Members.

**129. Release of Class Representatives and Class Counsel.** Upon the Effective Date, and without further action, each Settlement Class Member, including Settlement Class

Representatives, and including themselves, their heirs, successors, representatives, assigns, attorneys, agents, executors, trustees and administrators, for good and valuable consideration, the adequacy of which is hereby acknowledged, shall fully, finally, and forever release, relinquish, and discharge Defendant and each of its present and former parents, subsidiaries, divisions, affiliates, predecessors, successors, and assigns, Board of Trustees, and the present and former directors, officers, employees, agents, insurers (including but not limited to Hiscox), shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, wholesalers, resellers, distributors, retailers, and the predecessors, successors, and assigns of each of them as well as covered entities associated with the data breach (“Released Parties”) of all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to any release of Private Information from the Data Incident, and conduct that was alleged or could have been alleged in the Litigation, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information from the Data Incident (the “Released Claims”) and shall forever be barred and enjoined, without the necessity of any of the Released Parties posting a bond, from commencing, instituting, prosecuting or maintaining any of the Released Claims. Upon the Effective Date, and without any further action, Settlement Class Representatives further agree not to knowingly and voluntarily assist in any way any third-party in commencing of prosecuting any suit against the Released Parties relating to any Released Claim.

## **XII. SERVICE AWARD PAYMENTS**

**130. Service Award Payments.** Within fourteen (14) days before the Opt-Out and Objection Deadlines, Class Counsel may file a Fee and Expense Application that may include a request for Service Awards for the Representative Plaintiffs in recognition for their contributions to this Lawsuit not to exceed Three Thousand Dollars (\$3,000.00) per representative, for a total service award of Twelve Thousand Dollars (\$12,000.00).

**131.** The Settlement Administrator shall make the payments for the Service Awards to the Settlement Class Representatives from the Settlement Fund. Such Service Awards shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than ten (10) days after the Effective Date

**132.** In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amount requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Service Awards shall constitute grounds for cancellation or termination of this Settlement Agreement.

**133.** The Parties did not discuss or agree upon the amount of the Service Awards, for which Settlement Class Representatives can apply, until after the substantive terms of the Settlement had been agreed upon. The amount of the Service Awards is intended to be considered by the Court separately from the Court’s consideration of the fairness, reasonableness, and adequacy of the Settlement.

### **XIII. ATTORNEYS' FEES, COSTS, EXPENSES**

**134.** Class Counsel shall request the Court to approve an award of attorneys' fees, costs, and expenses ("Fee Award and Expenses"), and Defendant's Counsel shall not object, in an amount not to exceed 35% of the value of the Settlement (\$161,875.00) plus litigation expenses not to exceed \$20,000.00 on or before the fourteen (14) days prior to the Objection Deadline.

**135.** Any Fee Award and Expenses approved by the Court shall be paid by the Settlement Administrator from the Settlement Fund upon receipt of sufficient payment instructions from Class Counsel and a W-9 for Class Counsel.

**136.** Any Fee Award and Expenses shall be paid by the Settlement Administrator in the amount approved by the Court within ten (10) days after the Effective Date.

**137.** The Settlement is not conditioned upon the Court's approval of an award of Class Counsel's attorneys' fees, costs, or expenses.

**138.** In the event the Court declines to approve, in whole or in part, the payment of the Fee Award and Expenses in the amounts requested, the remaining provisions of this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the Fee Award and Expenses shall constitute grounds for cancellation or termination of this Settlement Agreement.

**139.** Once paid, Class Counsel shall have the sole and absolute discretion to thereafter allocate the Fee Award and Expenses among Class Counsel.

**140.** The Parties did not discuss or agree upon the amount of the Fee Award and Expenses which Class Counsel can apply for until after the substantive terms of the Settlement had been agreed upon. The amount of the Fee Award and Expenses is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

### **XIV. SETTLEMENT ADMINISTRATOR'S DUTIES**

**141. Cost Effective Processing.** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner, and calculate Settlement Payments in accordance with this Settlement Agreement.

**142. Dissemination of Notices.** The Settlement Administrator shall disseminate the Notice as provided for in this Settlement Agreement.

**143. Maintenance of Records.** The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel



and Defendant's Counsel with information concerning Notice, administration, and implementation of the settlement. Without limiting the foregoing, the Settlement Administrator shall also:

- i. Receive Requests for Exclusion from Settlement Class Members and provide Class Counsel and Defendant's Counsel a copy thereof no later than ten (10) days following the Opt-Out Deadline. If the Settlement Administrator receives any Requests for Exclusion or other requests from Class Members after the expiration of the Opt-Out Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;
- ii. Provide weekly reports to Class Counsel and Defendant's Counsel that include, without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator (including a breakdown of what types of Claims were received and approved) and the categorization and description of Claim Forms rejected by the Settlement Administrator;
- iii. Make available for inspection by Class Counsel and Defendant's Counsel the Claim Forms and any supporting documentation received by the Settlement Administrator at any time upon reasonable notice;
- iv. Cooperate with any audit by Class Counsel or Defendant's Counsel who shall have the right but not the obligation to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Settlement Agreement; and
- v. In general, the Settlement Administrator shall keep Class Counsel and Defendant's Counsel informed regarding all material aspects of the claims process and settlement administration. Upon request by any Settlement Class Members, Class Counsel or Defendant's Counsel may assist such Settlement Class Members with the claims process and intercede with the Settlement Administrator on their behalf.

**144. Requests for Additional Information.** In the exercise of its duties outlined in this Settlement Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member who submits a Claim Form.

**145.** Within thirty (30) days after the Effective Date and thirty (30) days of the completion date when all Claims have been processed, if these dates differ, the Settlement Administrator shall provide a status update to Class Counsel and Defendant's Counsel regarding the Claims processed to date, and the amount of the approved Claims and denied Claims.

**146.** Within thirty (30) days of the Effective Date, the Settlement Administrator shall make best efforts to provide enrollment instructions for Credit Monitoring Services to Settlement Class Members who selected Credit Monitoring Services on their Claim Forms for all Approved Claims.

**147.** 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 this Settlement, whichever date is later, the Settlement Administrator shall distribute Settlement Payments to Settlement Class Members who are entitled to these Settlement Benefits based on the selections made on their Claim Forms for all Approved Claims

## **XV. NO ADMISSION OF WRONGDOING, LIABILITY, OR LACK OF MERIT**

**148.** This Settlement Agreement, any communications and negotiations relating to this Settlement Agreement or the Settlement, and any proceedings taken pursuant to this Settlement Agreement:

- i. Shall not be offered or received against Knox as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by Knox with respect to the truth of any fact alleged by any Plaintiffs or the validity of any claim that has been or could have been asserted in the Lawsuit or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Lawsuit or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Knox;
- ii. Shall not be offered or received against Knox as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Knox;
- iii. Shall not be offered or received against Knox as evidence of a presumption, concession or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Knox, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;
- iv. Shall not be construed against Knox as an admission or concession that the consideration to be given hereunder represents the relief that could be or would have been awarded after trial; and
- v. Shall not be construed as or received in evidence as an admission, concession or presumption against the Settlement Class Representatives or any Settlement Class Member that any of their claims are without merit, or that any defenses asserted by Knox have any merit.

## **XVI. MISCELLANEOUS PROVISIONS**

**149. Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

**150. Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties.

**151. Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

**152. Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

**153. Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Illinois, without regard to the principles thereof regarding choice of law.

**154. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically through e-mail of an Adobe PDF shall be deemed an original.

**155. Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Carl V. Malmstrom  
WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC  
111 W. Jackson Blvd., Suite 1700  
Chicago, Illinois 60604  
Tel: (312) 984-0000  
Fax: (212) 686-0114  
malmstrom@whalfh.com

All notices to Defendant provided for herein, shall be sent by overnight mail and email to:

Jennifer S. Stegmaier  
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP  
55 West Monroe Street, Suite 3800  
Chicago, Illinois 60603  
Tel: (312) 704-0550  
Fax: (312) 704-1522  
Jennifer.stegmaier@wilsonelser.com

The notice recipients and addresses designated above may be changed by written notice.

**156. Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party or Parties

on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

**SETTLEMENT CLASS REPRESENTATIVES:**

By: **AMY RIECKELMAN (“JANE DOE”)**

Dated: \_\_\_\_\_

\_\_\_\_\_  
AMY RIECKELMAN (“JANE DOE”)

By: **RACHAEL MORRISSEY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
RACHAEL MORRISSEY

By: **LE’ANDRA MOSLEY**

Dated: \_\_\_\_\_

\_\_\_\_\_  
LE’ANDRA MOSLEY

By: **CATHERINE PECK**

Dated: \_\_\_\_\_

\_\_\_\_\_  
CATHERINE PECK

**BY: CLASS COUNSEL**

**WOLF HALDENSTEIN ADLER FREEMAN & HERZ LLC**

Dated: \_\_\_\_\_

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Carl V. Malmstrom

Address: 111 W. Jackson Blvd., Suite 1700  
Chicago, Illinois 60604  
Tel: (312) 984-0000  
Fax: (312) 686-0114  
Email: malmstrom@whafh.com

**TURKE & STRAUSS LLP**

Dated: \_\_\_\_\_

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Raina C. Borrelli

Address: 613 Williamson St., Suite 201  
Madison, WI 53703  
Tel: (608) 237-1775  
Fax: (608) 509-4423  
Email: raina@turkestrauss.com

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC**

Dated: \_\_\_\_\_

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Gary M. Klinger

Address: 227 W. Monroe Street, Suite 2100  
Chicago, Illinois 60606  
Tel: (866) 252-0878  
Email: gklinger@milberg.com

**BY: DEFENDANT**

**KNOX COLLEGE, INC.**

Dated: \_\_\_\_\_

\_\_\_\_\_

Name:

Title:

**BY: DEFENDANT'S COUNSEL**

**WILSON ELSER MOSCOWITZ EDELMAN & DICKER LLP**

Dated: \_\_\_\_\_

\_\_\_\_\_

Jennifer S. Stegmaier

Address: 55 West Monroe Street, Suite 3800  
Chicago, Illinois 60603  
Tel: (312) 821-6167  
Fax: (312) 704-1522  
Email: Jennifer.stegmaier@wilsonelser.com