

**This is a Court approved legal Notice.**

In re UKG Inc. Cybersecurity Litigation

Master Docket No. 3:22-cv-00346-SI

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**KRONOS PRIVATE CLOUD  
CLASS ACTION SETTLEMENT**

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**IF YOU WERE IMPACTED BY THE DECEMBER 2021 CYBERATTACK ON  
THE KRONOS PRIVATE CLOUD (“KPC”), YOU MAY BE ELIGIBLE FOR  
BENEFITS FROM A CLASS ACTION SETTLEMENT**

A class action settlement has been proposed in a case against UKG Inc. (with Kronos Incorporated, “UKG”) relating to a ransomware attack on the Kronos Private Cloud (“KPC”) in December of 2021 (the “December 2021 KPC Cyberattack”). If you are a Settlement Class Member, there may be benefits available to you from the proposed settlement. **The easiest way to submit a claim under the Settlement is online at [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com).** If you are unsure of whether you are eligible for benefits, visit the Settlement Website or call **1-833-747-6267**.

Both sides agreed to a settlement after a lengthy mediation process to avoid the costs and uncertainty of a trial, while more quickly providing benefits to Settlement Class Members. UKG denies any wrongdoing and no judgment or determination of wrongdoing has been made. In addition to other benefits, as part of the proposed settlement, UKG has agreed to establish a “Settlement Fund” of five million five hundred thousand dollars (\$5,500,000) which may be supplemented by up to five hundred thousand dollars (\$500,000) should Approved Claims exhaust the initial funding (after the deduction of Settlement Administrator Expenses, Fee Award, Litigation Costs, and Service Awards). Depending on whether you are a Nationwide Class Member, Exfiltration Subclass Member or a California Subclass Member, settlement relief includes:

- **Nationwide Class:** All natural U.S. persons who are current or former employees or contractors, including their dependents, of UKG customers, whose data was stored in the KPC at the time of the December 2021 KPC Cyberattack and who were impacted by the interruption of KPC applications resulting from the December 2021 KPC Cyberattack. Each Nationwide Class Member is eligible to receive compensation for Ordinary Losses (as defined below);
- **Exfiltration Subclass:** All members of the Nationwide Class who were sent notice that their personal data was exfiltrated during the December 2021 KPC Cyberattack and were offered credit monitoring services for themselves or on behalf of their dependents. Each Exfiltration Subclass Member is eligible to receive a payment of \$100 plus compensation for Ordinary Losses (as defined below) and Extraordinary Losses (as defined below);
- **California Subclass:** All members of the Nationwide Class who are also California residents at the time of the December 2021 KPC Cyberattack. Each California Subclass Member is eligible to receive an additional payment of \$30 plus compensation for Ordinary Losses (as defined below) and Extraordinary Losses (if also an Exfiltration Subclass Member and as defined below).

Questions? Go to [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com) or call **1-833-747-6267**

- Compensation for Ordinary Losses: UKG will provide compensation for unreimbursed personal losses, not including lost wages, up to a total of \$1,000 per person, to Settlement Class Members upon submission of an Approved Claim and supporting documentation (if necessary) of the following categories of claimed losses:
  - *Out-of-pocket expenses*: UKG will provide compensation for long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), bank fees (documented), credit monitoring (documented), or late fees (documented), all of which must be more likely than not caused by and fairly traceable to the December 2021 KPC Cyberattack and subsequent interruption of applications hosted in the KPC, must not have been previously reimbursed by a third party, and are supported by documentation if necessary and sworn attestation that substantiated the full extent of the amount claimed.
  - *Lost time*: Settlement Class and Subclass Members may submit claims for up to four hours of lost personal time that has not been previously reimbursed by a third party, at \$25/hour, with an attestation that they spent the claimed time responding to issues raised by the December 2021 KPC Cyberattack, including time spent responding to interruption of applications hosted in the KPC.
- Compensation for Extraordinary Losses: UKG will provide compensation, up to a total of \$7,500 per person, to Settlement Class Members in the Exfiltration Subclass, upon submission of an Approved Claim and supporting documentation for proven personal monetary loss associated with fraud or identity theft if:
  - The loss is an actual, documented, and unreimbursed monetary loss;
  - The loss was more likely than not caused by and fairly traceable to the December 2021 KPC Cyberattack;
  - The loss is not already covered by the Compensation for Ordinary Losses outlined above; and,
  - The Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring services and identity theft insurance.
- UKG Security-Hardening Measures: UKG has represented that it has taken and will continue to take measures to harden the security of KPC environment impacted by the December 2021 KPC Cyberattack. Those measures include, for various periods of time depending on the measure: expanding the scanning and monitoring program using insights from its investigation; supplementing UKG's Security Operations Center monitoring with additional third-party managed service monitoring; deploying additional malware scanning tools across all products and UKG's corporate IT environment; and expanding cold storage backups. The estimated cost of such measures is in excess of \$1,500,000.
- This Settlement expressly excludes any statutory, contractual, or common law claims for wages brought against UKG related to the December 2021 KPC Cyberattack. UKG denies any legal obligation for wage claims of any kind related to the December 2021 KPC Cyberattack.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>File a claim as a Nationwide, Exfiltration and/or California Class Member</b>	<p>You must submit a claim in order to receive reimbursement for Ordinary (out-of-pocket expenses and lost time) and/or Extraordinary Losses and to receive any additional cash payments should you be a Nationwide Class Member, Exfiltration Subclass Member or California Subclass Member.</p> <p>For more detailed information, see <b>Question 7</b>.</p>	<b>October 3, 2023</b>
<b>Exclude yourself from the Settlement</b>	<p>You can exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt-out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to separately sue UKG for claims related to the December 2021 KPC Cyberattack (as defined in the Settlement Agreement). If you opt-out, you may not make a claim for benefits under the Settlement.</p> <p>For more detailed information, see <b>Question 17</b>.</p>	<b>September 18, 2023</b>
<b>Object or comment on the Settlement</b>	<p>You may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue UKG on certain claims described in the Settlement Agreement, which is available at:</p> <p><a href="http://www.KronosPrivateCloudSettlement.com">www.KronosPrivateCloudSettlement.com</a>.</p> <p>For more detailed information, see <b>Question 18</b>.</p>	<b>September 18, 2023</b>
<b>Do nothing</b>	<p>If you do nothing, you will not be entitled to any benefits provided under the Settlement. If the Settlement becomes final, you will give up your right to sue UKG separately for claims relating to the December 2021 KPC Cyberattack (excluding claims for the recovery of wages) or to continue to pursue any such claims you have already filed.</p>	

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## **BASIC INFORMATION AND OVERVIEW**

### **1. What is this Notice?**

A Court authorized this Notice to inform potential class members of this proposed settlement. This Notice describes the lawsuit, the general terms of the proposed settlement and what it may mean to you. This Notice also explains how to participate in, or exclude yourself from, the Settlement if your information was stored in the KPC at the time of the December 2021 KPC Cyberattack and you were impacted by the interruption of applications hosted in the KPC resulting from the December 2021 KPC Cyberattack.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this Settlement, see **Question 5**.

### **2. What is this lawsuit about?**

On December 2021 UKG was a target of a ransomware attack on its KPC, which affected the availability of KPC applications. When UKG detected the December 2021 KPC Cyberattack, UKG took immediate action to contain it by, among other things, taking the KPC environment offline.

Following the December 2021 KPC Cyberattack, multiple putative class action lawsuits were filed against UKG by employees of KPC customers. As to the Nationwide Class, the lawsuits allege that the December 2021 KPC Cyberattack caused personal losses to Settlement Class Members responding to the December 2021 KPC Cyberattack. Furthermore, as to the Exfiltration Subclass, the lawsuits allege that the December 2021 KPC Cyberattack caused additional losses to individuals associated with the two KPC customers who had personal data exfiltrated. The most recent version of the lawsuit, which describes the specific legal claims alleged by the Plaintiffs, is available at [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com). UKG denies any wrongdoing. No court or other judicial entity has made any judgment or other determination of any wrongdoing by UKG.

### **3. Why is this a class action?**

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” Because this is a class action settlement, even persons who did not file their own lawsuit can obtain benefits provided under the settlement, except for those individuals who exclude themselves from the settlement class by the deadline.

### **4. Why is there a Settlement?**

The Court has not decided in favor of Plaintiffs or UKG. Instead, both sides agreed to a settlement after a lengthy mediation process overseen by a neutral mediator. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The Class Representatives appointed to represent the class and the attorneys for the settlement class (“Class Counsel,” see **Question 14**) believe that the Settlement is in the best interests of the Settlement Class Members.

## **WHO IS PART OF THE SETTLEMENT**

### **5. How do I know if I am part of this Settlement?**

You are a Nationwide Class Member if you are a natural U.S. person who was or is an employee or contractor of a UKG customer, or a dependent of either, whose data was stored in the KPC at the time of the December 2021 KPC Cyberattack and you were impacted by the resulting interruption of KPC products and services. You also may be a California Subclass Member if you were a California resident at the time of the December 2021 KPC Cyberattack, You also may be an Exfiltration Subclass Member if you were sent notice that your personal data was exfiltrated during the December 2021 KPC Cyberattack and were offered credit monitoring services for yourself and/or your dependent(s). If you received a notice of this settlement directly by mail identifying you and/or your dependent(s) as an Exfiltration Subclass Member, you are likely a member of the Exfiltration Subclass.

You can also inquire as to whether you are a member of any class and eligible for benefits, by:

- Visiting the secure web page [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com); or
- Calling **1-833-747-6267**

Excluded from the Settlement are:

- Officers, directors, and employees of UKG;
- The presiding judge and any judicial staff involved in the lawsuit and their families;
- Non-natural persons;
- Any Settlement Class Member who opts-out (*see Question 17*)

## **THE SETTLEMENT BENEFITS**

### **6. What does the Settlement provide?**

UKG will pay \$5,500,000 into a Settlement Fund which may be supplemented by up to \$500,000 should Approved Claims exhaust the initial funding (after the deduction of Settlement Administrator Expenses, Fee Award, Litigation Costs, and Service Awards). The Settlement Fund will be used to:

- Make cash payments for Ordinary Losses (Out-Of-Pocket Expenses and Lost Time) (*see Question 7*)
- Make cash payments for Extraordinary Losses (*see Question 8*)
- Make additional cash payments to Exfiltration Subclass Members of \$100 and California Subclass Members of \$30 (these amounts can be combined if a member of both subclasses);
- Pay the costs of notifying Settlement Class Members and administering the Settlement;
- Pay Service Awards to Settlement Class Representatives, as approved by the Court (*see Question 16*)
- Pay attorneys' Fee Award and Litigation Costs, as approved by the Court (*see Question 15*)

Questions? Go to [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com) or call **1-833-747-6267**

**7. How will the Settlement compensate me for unreimbursed out-of-pocket expenses or personal time spent responding to the December 2021 KPC Cyberattack?**

**Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Expenses:** If you spent money as a result of the December 2021 KPC Cyberattack that has not been previously reimbursed by a third party, then you can submit a claim for reimbursement of up to \$1,000 (including your claim for Lost Time). Out-of-Pocket Expenses that are eligible for reimbursement include, the following:

- Long distance phone charges, cell phone charges (only if charged by the minute) and data charges (only if charged based on the amount of data used);
- Unreimbursed banks fees (documented), credit monitoring (documented), or late fees (documented), all of which must be more likely than not caused by and fairly traceable to the December 2021 KPC Cyberattack and subsequent interruption of applications hosted in the KPC;

This list provides examples only, and other losses or costs that you believe are fairly traceable to the December 2021 KPC Cyberattack may also be eligible for reimbursement. Lost wages are not an unreimbursed out-of-pocket expense.

Claims for Out-of-Pocket Expenses must be supported by a sworn attestation that substantiates the full amount of the claim that has not been previously reimbursed by a third party being. To claim reimbursement for bank fees, credit monitoring or late fees, you must also provide “Reasonable Documentation.” Reasonable Documentation means documentation supporting your claim, including, but not limited to credit card statements, bank statements, invoices and receipts.

The Settlement Administrator will decide if your claim for Out-of-Pocket Expenses is valid. Only valid claims will be paid. The deadline to file a claim for Out-of-Pocket Expenses is **October 3, 2023**.

**The amount of your claim may be reduced or increased depending on the total number and amount of Approved Claims. See Questions 9 and 10.**

**Settlement Benefit: Cash Payment for Lost Time:** If you spent personal time responding to issues resulting from the December 2021 KPC Cyberattack that has not been previously reimbursed by a third party, including time spent responding to interruption of applications hosted in the KPC (not including lost or unreimbursed wages), you may submit a claim for up to four hours of lost personal time at \$25/hour, which may include, but is not limited to, time spent: (i) dealing with delayed payments; (ii) dealing with interruption of access to information stored in the KPC, or (iii) taking preventative measures (for example, time spent reviewing your accounts, placing or removing security freezes on your credit report, or purchasing credit monitoring or identity protection) or (iv) if you are a member of the Exfiltration Subclass, remedying fraud, identity theft, or other alleged misuse of your personal information that you believe is fairly traceable to the December 2021 KPC Cyberattack, then you may make a claim for reimbursement for Lost Time at \$25 per hour. Valid claims for Lost Time will be reimbursed in one hour increments.

The deadline to file a claim for Lost Time is **October 3, 2023**.

**The amount of your claim may be reduced or increased depending on the total number and amount of Approved Claims. See Questions 9 and 10.**

**8. How will the Settlement compensate me, as a member of the Exfiltration Subclass, if I suffered identity theft following the December 2021 KPC Cyberattack?**

If you spent money trying to recover from fraud or identity theft that was more likely than not caused by and fairly traceable to the December 2021 KPC Cyberattack and you are a member of the Exfiltration Subclass, then you can submit a claim for reimbursement up to \$7,500. Monetary losses for Extraordinary Losses that are eligible for reimbursement may include, without limitation, the following:

- Unreimbursed costs, expenses, losses or charges you paid on or after December 2021, because of identity theft or identity fraud, falsified tax returns, or other alleged misuse of your personal information that you believe was fairly traceable to the December 2021 KPC Cyberattack;
- Professional fees incurred in connection with addressing identity theft, fraud, or falsified tax returns that you believe were fairly traceable to the December 2021 KPC Cyberattack.

This list provides examples only, and other losses or costs that are fairly traceable to the December 201 KPC Cyberattack may also be eligible for reimbursement. To make a claim for Extraordinary Losses you must have made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring services and identity theft insurance.

To claim reimbursement for Extraordinary Losses as an Exfiltration Subclass Member, you must also provide “Reasonable Documentation.” Reasonable Documentation means documentation supporting your claim, including, but not limited to credit card statements, bank statements, invoices, telephone records, and receipts. Except as expressly provided in this notice, personal certifications, declarations, or affidavits from the claimant do not constitute Reasonable Documentation but may be included to provide clarification, context or support for other submitted Reasonable Documentation.

The Settlement Administrator will decide if your claim for Out-of-Pocket Losses is valid. Only Approved Claims will be paid. The deadline to file a claim for Out-of-Pocket Losses is **October 3, 2023**.

**The amount of your claim may be reduced or increased depending on the total number and amount of Approved Claims. See Questions 9 and 10.**

**9. What happens if there are leftover Settlement Funds?**

The Settlement Fund will be used to pay claims for all Ordinary and Extraordinary Losses, additional cash compensation for Exfiltration and California Subclass Members, Settlement Administration Expenses, and Service Awards for Settlement Class Representatives and Attorneys’ Fee Award and Litigation Costs, as approved by the Court.

If there are leftover Settlement Funds, Settlement Class Members who submit Approved Claims will receive an equal share as an enhancement of their cash compensation up to the Net Settlement Fund (not including the \$500,000 supplemental settlement payment) on a per person basis.

Any remaining Settlement Funds resulting from the failure of Settlement Class Members to timely negotiate a Settlement Check shall be paid to the *Cy Pres* recipient such that no funds revert to UKG.



**10. What happens if the Settlement Fund runs out of money?**

If the payments described in **Questions 7 and 8** exceed the Settlement Fund, the cash payments will be reduced on a *pro rata* basis. To satisfy a *pro rata* reduction, counsel for the Parties intend to decrease the hourly rate of lost time. Exfiltration Subclass Members will be compensated first for the additional cash benefit and Extraordinary Losses.

**HOW TO GET SETTLEMENT BENEFITS**

**11. How do I file a claim for Ordinary Losses, Extraordinary Losses or additional cash benefits to Subclass Members?**

To file a claim for Ordinary Losses (including Lost Time), Extraordinary Losses, and/or cash benefits to Exfiltration and California Subclass Members, you will need to file a Claim Form. The easiest way to submit a Claim Form is online, by filling out the form at [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com). You can also download a paper Claim Form and return a completed Claim Form by mail.

The deadline to file a claim is **October 3, 2023** (this is the last day to file online and the postmark deadline for mailed claims).

**12. When and how will I receive the benefits I claim from the Settlement?**

Payments for Approved Claims will be made after the Court enters a final judgment and the Settlement becomes final. This may take several months or more; please be patient. Periodic updates will be posted on the Settlement Website.

Payments for Approved Claims will be made by the Settlement Administrator in the manner you select (various electronic payment options or a paper check).

**LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT**

**13. What am I giving up to stay in the Settlement class?**

If you make a claim under the Settlement, or if you do nothing, you will be releasing all of your legal claims against UKG relating to the December 2021 KPC Cyberattack as defined in the Settlement Agreement when the Settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from UKG for any harm related to the December 2021 KPC Cyberattack or the claims alleged in the lawsuits—whether or not you are currently aware of those claims—except the release does not include claims for wages of any kind.

Unless you exclude yourself from the Settlement (*see* **Question 17**) all of the decisions by the Court will bind you. That means you will be bound to the terms of the Settlement and accompanying court orders, and cannot bring a lawsuit or be part of another lawsuit against UKG regarding the December 2021 KPC Cyberattack.

Paragraph 60 of the Settlement Agreement defines the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com).

If you have any questions, you can contact the Settlement Administrator (*see* **Question 19**).

## **THE LAWYERS REPRESENTING YOU**

### **14. Do I have a lawyer in this case?**

Yes. The Court appointed the following attorneys to represent you and other Settlement Class Members as “Class Counsel.”

Michael Morrison  
**ALEXANDER MORRISON + FEHR LLP**  
1900 Avenue of the Stars, Suite 900  
Los Angeles, California 90067

Jason M. Wucetich  
Dimitrios V. Korovilas  
**WUCETICH & KOROVILAS LLP**  
222 N. Pacific Coast Hwy.  
Suite 2000  
El Segundo, CA 90245

Ronald A. Marron  
Alexis M. Wood  
Kas L. Gallucci  
**LAW OFFICES OF RONALD A. MARRON**  
651 Arroyo Drive  
San Diego, CA 92103

Jonathan M. Lebe  
Zachary T. Gershman  
**LEBE LAW, APLC**  
777 S. Alameda St.  
Los Angeles, CA 90019

You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

If you have questions about making a claim, please contact the Settlement Administrator (*see* **Question 19**).

### **15. How will these lawyers be paid?**

Class Counsel have undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them Attorneys’ Fee Award of up to thirty-three and 1/3 (33.33%) of the Settlement Fund provided under this Settlement and reimbursement for Litigation Costs and expenses to be paid from the Settlement Fund not to exceed \$50,000. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel’s request for Attorneys’ Fee Award and Litigation Costs (which must be approved by the Court) will be filed by **August 14, 2023** and will be available to view on the Settlement Website at [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com).

**16. Will the Class Representatives receive any additional money?**

The Class Representatives in this action are listed in the Settlement Agreement, which is available at [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com). Class Counsel will ask the Court to award the Class Representatives “Service Awards” of \$7,500 each for the time that they spent, and the risks that they undertook, in bringing this lawsuit on behalf of the class. This amount will have to be approved by the Court. Any amount approved by the Court will be paid from the Settlement Fund.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**17. How do I exclude myself from the Settlement?**

If you are a Settlement Class Member but do not want to remain in the class, you may exclude yourself from the Settlement Class (also known as “opting out”). If you exclude yourself from the Settlement Class, you will lose any right to participate in the Settlement, including any right to receive the benefits outlined in this notice.

If you decide to exclude yourself, you may keep any rights you have, if any, against UKG, and you may file your own lawsuit against UKG based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult with an attorney.

**IMPORTANT:** You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the Settlement. To exclude yourself from the Settlement you must do so online ([www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com)) by **September 18, 2023**, or mail a “request for exclusion,” postmarked no later than **September 18, 2023**, to:

***Kronos Private Cloud Settlement***  
**c/o Kroll Settlement Administration**  
**Attn: Exclusion**  
**P.O. Box 225391**  
**New York, NY 10150-5391**

This statement must contain the following information:

- (1) The name of this action (*In re UKG Inc. Cybersecurity Litigation*, Master Docket No. 3:22-cv-00346 (N.D. Cal.));
- (2) Your full name and current address;
- (3) Your personal signature (lawyer’s signature is not sufficient);
- (4) A statement clearly indicating your intent to be excluded from the Settlement; and
- (5) A statement that your request for exclusion applies only to you, the one Settlement Class Member whose personal signature appears on the request. (Requests seeking exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator.)

**If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement Class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court.**

Questions? Go to [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com) or call 1-833-747-6267

## **OBJECTING TO OR COMMENTING ON THE SETTLEMENT**

### **18. How do I tell the Court that I like or don't like the Settlement?**

If you are a Settlement Class Member, you have the right to tell the Court what you think of the Settlement. You can object to the Settlement if you don't think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can't ask the Court to order a larger settlement; the Court can only approve or deny the Settlement as set forth in Settlement Agreement.

To object, you must send a written objection stating that you object to the Settlement. Your objection must include:

- (1) The case name and number of this action (*In re UKG Inc. Cybersecurity Litigation*, Master Docket No. 3:22-cv-00346 (N.D. Cal.));
- (2) Your full name and current address and telephone number, and if you are represented by counsel, those of your counsel;
- (3) A statement whether the objection applies only to you, to a specific subset of a class, or to the entire class;
- (4) A statement that you believe yourself to be a member of the Settlement Class;
- (5) A statement of the specific grounds for the objection and any documents or writings you desire the Court to consider; and
- (6) A statement of whether you intend to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

In addition, for any objection made with the assistance of any attorney, law firm staff, or other person who may profit from the pursuit of the objection to be valid, the objection must include the following:

- (7) A written statement of any legal support for such objection;
- (8) Copies of any papers, briefs, or other documents upon which the objection is based that the objector wishes the judge to consider when reviewing the objection;
- (9) A list of all persons who will be called to testify in support of the objection, if any; and
- (10) A detailed list of any other objections and any orders pertaining to the prior objections, the objector, or his or her counsel or other person who may profit from the pursuit of the objection submitted in any action in the previous five (5) years. If the Settlement Class Member or his or her counsel or other person who may profit from the pursuit of the objection has objected to any other class action Settlement in the previous five (5) years, he, she, or it shall affirmatively state so in the written materials provided in connection with the objection to this Settlement.

To be considered by the Court, your written objection must be filed electronically with the Court by **September 18, 2023**, or mailed (and postmarked) no later than **September 18, 2023**, to the following address:

**Class Action Clerk of the Court  
United States District Court Northern District of California  
450 Golden Gate Avenue  
San Francisco, CA 94102**

**If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive Settlement benefits if the Settlement becomes final even if you object to the Settlement.**

The Court has scheduled a Final Approval Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement. That hearing is currently scheduled to take place on **November 17, 2023, at 10:00 a.m. PT**, before the Honorable Susan Illston, at the United States District Court for the Northern District of California located in Courtroom 1 – 17 Floor of the San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. This hearing date and time may be moved. Please refer to the Settlement Website, [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com).

### **GETTING MORE INFORMATION**

<b>19. Where can I get more information?</b>
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If you have questions about this Notice or the Settlement, you may go to the Settlement Website at [www.KronosPrivateCloudSettlement.com](http://www.KronosPrivateCloudSettlement.com). For more information or to request a copy of this document be sent to you in the mail, you may contact the Settlement Administrator at **1-833-747-6267** or by mailing a letter to:

*Kronos Private Cloud Settlement*  
c/o Kroll Settlement Administration  
P.O. Box 225391  
New York, NY 10150-5391

If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in **Question 14**). You may also seek advice and guidance from your own private lawyer at your own expense, if you wish to do so.

This Notice is only a summary of the lawsuit and the Settlement. Other related documents can be accessed through the Settlement Website. If you have questions about the proposed Settlement or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this Notice, the lawsuit, or the proposed Settlement.

*Please do not contact the Court, its Clerks, or UKG.*

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