

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS**

*Q.J. v. PowerSchool Holdings LLC, et al.*, Case No. 1:23-cv-05689

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

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

- A Settlement has been reached in a class action lawsuit against PowerSchool Holdings LLC (“PowerSchool Holdings”); Hobsons, Inc. (“Hobsons”); Heap Inc. (“Heap”); and the Board of Education of the City of Chicago (“CPS”) (collectively, the “Defendants”). The class action lawsuit seeks to recover against the Defendants for their alleged roles in the alleged non-consensual interception of students’ confidential and sensitive communications while using education technology products offered by Hobsons, and later PowerSchool Holdings, including a product commonly referred to as Naviance (the “Naviance Platform”). The class action lawsuit alleges violations of the Electronic Communications Privacy Act (“ECPA”), 18 U.S.C. § 2511(a); the California Invasion of Privacy Act (“CIPA”), Cal. Penal Code §§ 631-632; the Illinois Eavesdropping Act (“IEA”), 720 Ill. Comp. Stat. 5/14-1, *et seq.*; the Stored Communications Act (“SCA”), 18 U.S.C. § 2702(a)(1); the Illinois School Student Records Act (“ISSRA”), 5 Ill. Comp. Stat. 10/1, *et seq.*; and common law. The Defendants deny that they violated any law but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You or a minor for whom you have legal responsibility are included if you are a person in the United States who, while a student, logged into the Naviance Platform offered by Hobsons and, later, PowerSchool Holdings, at least once during the period beginning on August 18, 2021, and continuing through January 23, 2026.
- If you have legal responsibility for multiple minor students who are included, you may receive multiple Notices via email or mail. Each Notice will contain a unique Student Class Member ID (one per student).
- If approved by the Court, the Defendants will establish a Settlement Fund of \$17,250,000 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses; attorneys’ fees, costs, and expenses; and a service award. If you or a minor for whom you have legal responsibility are entitled to relief, you may submit a claim to receive a *pro rata* (meaning equal) share of the Settlement Fund.
- Read this Notice carefully. Your legal rights are affected whether you act or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY MAY 26, 2026</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF BY MAY 11, 2026</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendants about the claims in this case.
<b>OBJECT BY MAY 11, 2016</b>	Write to the Court explaining why you don’t like the Settlement.
<b>GO TO THE HEARING ON JUNE 10, 2026, 10 A.M. CT</b>	Ask to speak in Court about your opinion of the Settlement.
<b>DO NOTHING</b>	You won’t get a share of the Settlement benefits and will give up your rights to sue the Defendants about the claims in this case.

- Your rights and options—and the deadlines to exercise them—are explained in this Notice.

QUESTIONS? CALL (833) 447-8852 TOLL FREE, OR VISIT [WWW.POWERSCHOOLNAVIANCESETTLEMENT.COM](http://WWW.POWERSCHOOLNAVIANCESETTLEMENT.COM)

## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Jorge L. Alonso, of the United States District Court for the Northern District of Illinois, is overseeing this case. The case is called *Q.J. v. PowerSchool Holdings LLC, et al.*, Case No. 1:23-cv-05689. The person who has sued is called the Plaintiff. The Defendants are PowerSchool Holdings LLC (“PowerSchool Holdings”); Hobsons, Inc. (“Hobsons”); Heap Inc. (“Heap”); and the Board of Education of the City of Chicago (“CPS”).

### 2. What is a class action?

In a class action, one or more people called the Class Representative(s) (in this case, Q.J.) sue on behalf of a group or a “Class” of people who have similar claims. In a class action, the Court resolves the issues for all Class members, except for those who exclude themselves from the Class.

### 3. What is this lawsuit about?

The class action lawsuit seeks to recover against the Defendants for their alleged roles in the allegedly non-consensual interception of students’ confidential and sensitive communications while using education technology products offered by Hobsons and, later, PowerSchool Holdings, including a product commonly referred to as Naviance or the Naviance Platform. The class action lawsuit alleges violations of the Electronic Communications Privacy Act (“ECPA”), 18 U.S.C. § 2511(a); the California Invasion of Privacy Act (“CIPA”), Cal. Penal Code §§ 631-632; the Illinois Eavesdropping Act (“IEA”), 720 Ill. Comp. Stat. 5/14-1, *et seq.*; the Stored Communications Act (“SCA”), 18 U.S.C. § 2702(a)(1); the Illinois School Student Records Act (“ISSRA”), 5 Ill. Comp. Stat. 10/1, *et seq.*; and common law. The Defendants deny that they violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### 4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendants should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

## WHO’S INCLUDED IN THE SETTLEMENT?

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

The **Settlement Class** is defined as:

All persons in the United States who, while a student, logged into the product offered by Hobsons and, later, PowerSchool Holdings, that is commonly referred to as Naviance (the “Naviance Platform”), at least once during the period beginning on August 18, 2021 and continuing through January 23, 2026 (the “Class Period”). For the avoidance of doubt, the Class Period includes times where Heap or other third-party analytics software were integrated and embedded into the Naviance Platform.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

**Monetary Relief:** If approved by the Court, the Defendants will establish a Settlement Fund totaling \$17,250,000. Settlement Class Member payments, as well as the cost to administer the Settlement; the cost to inform people about the Settlement; attorneys' fees, costs, and expenses; and a service award to the Class Representative will also come out of this fund (*see* Question 14).

**Prospective Relief:** The Defendants have also agreed to provide the following relief:

- Within thirty (30) days of entry of final judgment by the Court (“Final Judgment”), PowerSchool Holdings shall create a web governance committee (“Web Governance Committee”) that will assess the implementation and use of analytics and advertising technologies within the Naviance Platform to evaluate whether such use is consistent with applicable law. Additionally, while continuing to deny liability, PowerSchool Holdings agrees that for the next two years, it will not use within the Naviance Platform any software, technology, and/or code offered or provided by any third party, including but not limited to (a) Heap Inc.; (b) Google LLC; (c) Microsoft Corporation; (d) Hotjar Inc.; and (d) Gainsight, Inc., unless the Web Governance Committee determines that such use is consistent with applicable law at that time. This provision does not apply to software, technology, and/or code offered or provided by data subprocessors, such as Amazon Web Services, Azure, or Snowflake.
- Within thirty (30) days of entry of Final Judgment, PowerSchool Holdings shall supplement its existing disclosures in the Privacy Statement linked on the student.naviance.com landing page of the Naviance Platform to notify students about third-party analytics and advertising technologies implemented within the Naviance Platform, including but not limited to technologies offered by Heap Inc.; Google LLC; Microsoft Corporation; and Gainsight, Inc. PowerSchool Holdings is not required to supplement disclosures for outdated or cached versions of the student.naviance.com landing page that are outside of its control.
- Upon entry of Final Judgment, PowerSchool Holdings shall instruct (a) Heap Inc.; (b) Google LLC; (c) Microsoft Corporation; and (d) Hotjar Inc., to delete within ten (10) days of Final Judgment all data and communications of all Settlement Class Members who used the Naviance Platform during the Class Period to the extent the data and communications are in the possession, custody, or control of those parties. PowerSchool Holdings shall make a similar request to Gainsight, Inc. within ten (10) days of any decision to cease use of Gainsight’s analytics technology.
- Within thirty (30) days of entry of Final Judgment, for a nine-month period, PowerSchool Holdings shall display via a banner on the student.naviance.com landing page of the Naviance Platform and a banner on the www.powerschool.com website a prominent notice about PowerSchool Holdings’ commitment to privacy that states: “PowerSchool places great importance and value on the proper handling of personal data that flows within our product as we provide services to our customers. To learn more about our Privacy Principles, read our [Global Privacy Statement](#).” PowerSchool Holdings is not required to alter the appearance of outdated or cached versions of the www.powerschool.com website or the student.naviance.com landing page that are outside of its control.
- From the date of entry of Final Judgment until the earlier of: (i) the fourth anniversary of the date of entry of Final Judgment, or (ii) a substantive change in the law that would significantly alter CPS’s legal obligations described herein; CPS agrees to modify the contractual provisions it uses in contracts

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with third parties that handle Student Data, Student Confidential Information, and/or School Student Records, as those terms were defined in the July 1, 2020 Services Agreement between CPS and Hobsons to require compliance with various federal and state laws.

- CPS further agrees that it shall require any third party entering into a contract described in the bullet point above to provide, on at least an annual basis, a written attestation, made under penalty of perjury, that based on a reasonable and diligent investigation, the vendor reasonably believes that it is in full compliance with each provision of the contract, including, where applicable, provisions requiring compliance with the Illinois School Student Records Act (“ISSRA”), 105 ILCS 10/1, *et seq.*; the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and its implementing regulations; the Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h and its implementing regulations; the Student Online Personal Protection Act (“SOPPA”), 105 ILCS 85/1, *et seq.*; the Electronic Communications Privacy Act (“ECPA”), 18 U.S.C. § 2510, *et seq.*; and the Illinois Eavesdropping Act (“IEA”), 720 ILCS 5/14-1, *et seq.*
- Within ten (10) days of entry of Final Judgment, Heap shall delete all primary – as distinct from backup – data and communications of Settlement Class Members who used the Naviance Platform during the Class Period to the extent the data and communications are in Heap’s possession, custody, or control. Within thirty (30) days of entry of Final Judgment, Heap shall delete all backup data and communications. For the avoidance of doubt, upon the deletion of the backup data and communications described herein, all data and communications of Settlement Class Members in Heap’s possession, custody, or control shall have been deleted.

A detailed description of the Settlement benefits can be found in the [Settlement Agreement](#).

### **7. How much will my payment be?**

If you are member of the Settlement Class, you may submit a Claim Form to receive a portion of the Settlement Fund. The payment amount will depend on how many Settlement Class Members file valid claims. Each Settlement Class Member who files a valid Claim Form will receive a proportionate share of the Settlement Fund. You can contact Class Counsel at [contact@drurylegal.com](mailto:contact@drurylegal.com) to inquire as to the number of claims filed.

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

The Final Approval Hearing to consider the fairness of the Settlement is scheduled for **June 10, 2026**, at **10 a.m. CT**. If the Court approves the Settlement, eligible members of the Settlement Class whose claims were approved by the Settlement Administrator will receive their payment 45 days after the Settlement has been finally approved and/or any appeals process is complete. The payment will be made in the form of a check, unless you elect to receive payment by PayPal, Venmo, or Zelle, which may only be selected when submitting an online Claim Form. All checks will expire and become void 180 days after they are issued.

## **HOW TO GET BENEFITS**

### **9. How do I get a payment?**

If you are a Settlement Class Member and you want to get a payment, you **must** complete and submit a Claim Form by **May 26, 2026**. The online Claim Form can be found and submitted on the Settlement Website, or by printing and mailing a paper Claim Form, copies of which are available for download in the Documents section of the Settlement Website, [www.powerschoolnaviancesettlement.com](http://www.powerschoolnaviancesettlement.com).

We encourage you to submit your Claim Form online. Not only is it easier and more secure, but it is completely free and takes only minutes!

**10. How do Settlement Class Members that are minors (under the age of 18) file a claim?**

If a Settlement Class Member is a minor, their claim **must** be completed and signed by their parent or legal guardian. A minor is defined as a Person who is under the age of 18.

**REMAINING IN THE SETTLEMENT**

**11. What am I giving up if I stay in the Settlement Class?**

If the Settlement becomes Final, you will give up your right to sue the Defendants for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against the Defendants. You will be “releasing” the Defendants and certain of their affiliates described in Section 1.37 of the Settlement Agreement. Unless you exclude yourself (*see* Question 15), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the Documents section on [www.powerschoolnaviancesettlement.com](http://www.powerschoolnaviancesettlement.com) (the “Settlement Website”).

The Settlement Agreement describes the Released Claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyer listed in Question 13 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

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

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendants for the claims being resolved by this Settlement.

**THE LAWYERS REPRESENTING YOU**

**13. Do I have a lawyer in the case?**

The Court has appointed Scott R. Drury of Drury Legal, LLC to be the attorney representing the Settlement Class. He is called “Class Counsel.” Class Counsel believes, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for Class Counsel. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**14. How will the lawyers be paid?**

Class Counsel’s attorneys’ fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than 37% of the \$17.25 million Settlement Fund for attorneys’ fees, less Settlement Administration Expenses, litigation costs and expenses, and any service award, but the Court may award less than this amount. Class Counsel may also seek reimbursement of reasonable costs and expenses, as approved by the Court.

As approved by the Court, the Class Representative will be paid a service award from the Settlement Fund for helping to bring and settle the case. The Class Representative will seek no more than \$5,000 as a service award, but the Court may award less than this amount.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 15. How do I get out of the Settlement?

To exclude yourself from the Settlement (also called “opting out”), you must mail or otherwise deliver a letter (or “request for exclusion”) stating that you want to be excluded from the *Q.J. v. PowerSchool Holdings LLC, et al.*, Case No. 1:23-cv-05689, settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your request for exclusion, which must be postmarked or received no later than **May 11, 2026** to:

*Q.J. v. PowerSchool Holdings LLC*  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

### 16. If I don’t exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants for the claims being resolved by this Settlement.

### 17. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

## OBJECTING TO THE SETTLEMENT

### 18. How do I object to the Settlement?

If you’re a Settlement Class Member, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Q.J. v. PowerSchool Holdings LLC, et al.*, Case No. 1:23-cv-05689, and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name and address; an explanation of the basis upon which you claim to be a Settlement Class Member; the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection; and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendants’ Counsel at the addresses set forth below, as well as to the Settlement Administrator at the address set forth in Question 15, above.

Class Counsel will file with the Court and post on the Settlement Website its request for attorneys' fees and reimbursement of costs and expenses by **April 27, 2026**.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question 22), you must say so in your letter or brief. File the objection with the Court and mail a copy to Class Counsel, Defendants' Counsel, and the Settlement Administrator postmarked no later than **May 11, 2026**.

Court	Class Counsel	Defendants' Counsel
The Hon. Jorge L. Alonso Everett McKinley Dirksen U.S. Courthouse 219 South Dearborn Street Courtroom 1903 Chicago, IL 60604	Scott R. Drury Drury Legal, LLC 6 Carriage Lane Highwood, IL 60040	Martin L. Roth Kirkland & Ellis LLP 333 West Wolf Point Plaza Chicago, IL 60654  Zachary Sorman Esbrook P.C. 321 North Clark Street, Suite 1930 Chicago, IL 60654  Josh M. Kantrow Lewis Brisbois Bisgaard & Smith LLP 550 West Adams Street, Suite 300 Chicago, IL 60661

**19. What's the difference between objecting and excluding myself from the Settlement?**

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

**THE COURT'S FINAL APPROVAL HEARING**

**20. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing at 10:00 a.m. CT on **June 10, 2026**, in Courtroom 1903 at the Everett McKinley Dirksen U.S. Courthouse, 219 South Dearborn Street, Chicago, IL 60604. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider Class Counsel's request for attorneys' fees and reimbursement of costs and expenses; and to consider the request for a service award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check **[www.powerschoolnaviancesettlement.com](http://www.powerschoolnaviancesettlement.com)** or call **(833) 447-8852**. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

### 21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

### 22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that it is your "Notice of Intent to Appear in *Q.J. v. PowerSchool Holdings LLC, et al.*, Case No. 1:23-cv-05689." It must include your name, address, telephone number, and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **May 11, 2026**, and be sent to the addresses listed in Questions 15 and 18.

## GETTING MORE INFORMATION

### 23. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement on the Settlement Website at [www.powerschoolnaviancesettlement.com](http://www.powerschoolnaviancesettlement.com). You may also write with questions to:

*Q.J. v. PowerSchool Holdings LLC*  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

You can call the Settlement Administrator at **(833) 447-8852** or contact Class Counsel at **1-312-358-8225**, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the Settlement Website.