

Notice of Proposed Class Action Settlement

Rehmsmeyer et al. v. Premium Mortgage Corporation

Index No. E2024001652

Supreme Court of the State of New York, County of Monroe

This is not a solicitation from a lawyer. You are not being sued.

- A proposed Settlement has been reached with Premium Mortgage Corporation (“PMC” or “Defendant”) arising out of the potential unauthorized access of certain information on PMC’s systems between August 24, 2023 and August 31, 2023.
- The Settlement Class includes all individuals whose PII was potentially compromised as a result of the Data Incident which was announced by PMC on or around January 10, 2024.
- Under the Settlement, PMC has agreed to provide certain benefits to Settlement Class Members who submit valid and timely claims. In addition, Defendant has agreed to certain business practice changes, and has agreed to pay for the costs of Notice and Administrative Expenses; Service Awards for the Class Representatives; and Attorneys’ Fees, Costs and Expenses.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM FORM DEADLINE: <u>APRIL 21, 2026</u>	Submitting a valid Claim Form is the only way that you can receive benefits provided by the Settlement. If you submit a Claim Form, you will give up the right to sue Defendant or the Released Parties in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: <u>APRIL 21, 2026</u>	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendant and Released Parties, for the legal claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Class Member benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: <u>APRIL 21, 2026</u>	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you may also file a Claim Form to receive Settlement Class Member benefits.
GO TO THE FINAL FAIRNESS HEARING <u>MAY 14, 2026</u>	You may attend the Final Fairness Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Fairness Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Fairness Hearing.
DO NOTHING	If you do nothing, you will not receive any of the Settlement Class Member benefits and you will give up your rights to sue Defendant and Released Parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Class Member benefits will be provided unless the Court approves the Settlement, and it becomes final.

Questions? Visit www.PMCDDataLitigation.com or call toll-free 1-877-269-4189.

BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Rehmsmeyer et al. v. Premium Mortgage Corporation*, Index No. E2024001652, pending in the Supreme Court of the State of New York, County of Monroe. The individuals who filed this lawsuit are called the “Plaintiffs” and the company they sued, Premium Mortgage Corporation, is called the “Defendant” or “PMC.”

2. What is this lawsuit about?

On or around January 10, 2024, PMC announced the potential unauthorized access of certain information on PMC’s systems. In the lawsuit, Plaintiffs allege the personally identifiable information or “PII” of the Plaintiffs and of 10,835 customers of PMC was impacted by the Data Incident. The potentially impacted information may include, but is not limited to, full names, Social Security numbers, payment card information, and financial account information.

3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs”, or “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “class” or “class members.” One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

The Plaintiffs and Class Representatives in this case are Cory Rehmsmeyer and Toni Hyde.

4. Why is there a Settlement?

The Plaintiffs filed a Consolidated Class Action Complaint in the Litigation asserting several legal claims. PMC denies each and all of the claims and contentions alleged against it in the Litigation, denies any and all liability or wrongdoing of any kind, and denies all charges of wrongdoing or liability as alleged, or which could be alleged.

Plaintiffs and the Defendant have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have agreed to a settlement to avoid the associated burdens, risks, and extensive costs.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

All individuals whose PII was potentially compromised as a result of the Data Incident with Premium Mortgage Corporation which was announced by Premium Mortgage Corporation on or around January 10, 2024.

Data Incident means the potential unauthorized access of certain information on PMC’s systems between August 24, 2023 and August 31, 2023.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, the Settlement Class specifically excludes: (i) PMC and its subsidiaries and affiliates, (ii) PMC's officers, directors and members of their immediate families and any entity in which they have a controlling interest, (iii) the legal representatives, heirs, successors or assigns of any such excluded party, (iv) the judicial officer(s) to whom this action is assigned, and the members of their immediate families.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.PMCDDataLitigation.com, or call toll-free 1-877-269-4189. You may also email the Claims Administrator at Info@PMCDDataLitigation.com.

THE SETTLEMENT CLASS MEMBER BENEFITS

8. What does the Settlement provide?

Settlement Class Members may claim (a) documented ordinary out-of-pocket expenses of up to \$325; (b) documented extraordinary losses of up to \$5,000; (c) reimbursement for up to 4 hours lost time at a rate of \$25 per hour, OR (d) a \$50 Alternative Cash Payment in lieu of both ordinary and extraordinary documented losses categories and lost time. In addition to, and regardless of whether they submit a claim for the Expense Reimbursements or Lost Time, or the Alternative Cash Payment, Settlement Class Members may claim three (3) years of one-bureau credit monitoring and identity theft protection services.

Expense Reimbursements

- **Documented Ordinary Out-of-Pocket Losses.** All Settlement Class Members who submit a Valid Claim are eligible for any documented and attested-to out-of-pocket expenses directly associated with dealing with the Data Incident, not to exceed \$325 per Settlement Class Member, that were incurred more likely than not as a result of the Data Incident, including but not limited to (i) unreimbursed expenses, charges and/or losses relating to fraud or identity theft such as unreimbursed bank fees; 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); postage; gasoline for local travel; fees for credit repair or similar services; and costs associated with freezing or unfreezing credit; and/or any other charge or loss reasonably related to the Data Incident incurred by Class Members between August 23, 2023 and April 21, 2026, except for reimbursement for credit monitoring service costs, which must have been incurred between January 10, 2024 and April 21, 2026. To receive reimbursement for ordinary out-of-pocket losses, Settlement Class Members must submit a Valid Claim, including supporting documentation. Reimbursement for out-of-pocket expenses is subject to the following terms: (1) the loss is an actual, documented, and unreimbursed monetary loss; (2) the loss was more likely than not caused by the Data Incident; and (3) the loss occurred between August 23, 2023, and April 21, 2026 (or for reimbursement for credit monitoring service costs, between January 10, 2024 and April 21, 2026).
- **Documented Extraordinary Losses.** All members of the Settlement Class who have suffered a proven monetary loss and who submit a Valid Claim are eligible for up to \$5,000 if: (1) the loss is an actual, documented, and unreimbursed monetary loss from identity theft or fraud caused by the Data Incident, and requiring the submission of a proof of loss under penalty of perjury; (2) the loss was caused by the Data Incident; (3) the loss occurred between August 23, 2023, and April 21, 2026; and (4) the loss is not already covered by one or more of the reimbursement categories listed the Ordinary Out-of-Pocket Losses section; and (5) the member of the Settlement Class made reasonable efforts to avoid, or seek

reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

- **Lost Time.** Class Members are also eligible to receive reimbursement for up to four hours of lost time spent dealing with the Data Incident, rounded to the nearest whole hour, calculated at the rate of \$25 per hour. Class Members may receive up to four hours of lost time if the Class Member attests that any claimed lost time was spent responding to issues raised by the Data Incident, and briefly describes how the lost time was spent. Claims for reimbursement of lost time may be combined with claims for documented ordinary out-of-pocket losses and documented extraordinary losses.

Alternative Cash Payment. As an alternative to seeking reimbursement of Expense Reimbursements and Lost Time, Settlement Class Members may receive a one-time cash payment of \$50.

Credit Monitoring. In addition to electing a Cash Payment, Settlement Class Members may make a Claim for Credit Monitoring for three years with one bureau, including at least \$1,000,000.00 in theft protection insurance.

9. Are there other Settlement Class Member Benefits?

Business Practice Changes. The Settling Parties agree that as part of the settlement consideration, PMC has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems. PMC will detail these business practice changes to Class Counsel in a confidential declaration.

10. What am I giving up to receive a Settlement Class Member benefit or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues in this Litigation, resolved by this Settlement, and released by the Settlement Agreement. The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

Released Claims collectively mean any and all past, present, and future rights, liabilities, actions, demands, damages, penalties, costs, attorneys' fees, losses, remedies, claims, and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 et seq., and all similar statutes in effect in any states in the United States; New York General Business Law § 349; all New York State consumer protection statutes; violations of any federal or state data breach notification statute; negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, existing or potential, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal statutory, or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Parties (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) based on, relating to, concerning or arising out of the Data Incident or the allegations, transactions, occurrences, facts, or circumstances alleged in or

otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class consistent with the terms and requirements of this Agreement. Released Claims shall not include any claims for medical malpractice that Plaintiffs and Settlement Class Members have, or may have in the future, against PMC.

Complete information is provided in the Settlement Agreement, available at www.PMCDDataLitigation.com.

HOW TO GET SETTLEMENT CLASS MEMBER BENEFITS— SUBMITTING A CLAIM FORM

12. How do I make a claim for Settlement Class Member benefits?

Visit www.PMCDDataLitigation.com to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **April 21, 2026**. Claim Forms submitted by mail must be postmarked no later than **April 21, 2026**.

Settlement Class members can also request a Claim Form by calling toll-free 1-877-269-4189 or by writing to the Claims Administrator.

Mail: Premium Mortgage Data Incident, Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: Info@PMCDDataLitigation.com

13. Where do I send my completed Claim Form?

Completed Claim Forms, along with supporting documentation may be mailed to the Settlement Administrator at: Premium Mortgage Data Incident, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Remember, Claim Forms submitted by mail must be postmarked no later than **April 21, 2026**.

14. What happens if my contact information changes after I submit a claim?

If you need to update your contact information after you submit a Claim Form, you may notify the Claims Administrator of any changes by writing to the Claims Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Claims Administrator in identifying you.

15. When and how will I receive the Settlement Class Member benefits?

If you submit a Valid Claim for Credit Monitoring Services, the Claims Administrator will send you an email with instructions on how to activate those services after the Settlement becomes Final.

Settlement Class Payments will be issued by the Claims Administrator after the Settlement is approved and becomes Final. Payments will be issued for approved claims to the address provided on the Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Class Member benefits can be issued. Please be patient and check www.PMCDDataLitigation.com for updates.

Questions? Visit www.PMCDDataLitigation.com or call toll-free 1-877-269-4189.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Cohen & Malad, LLP and Milberg, Coleman, Bryson, Phillips, Grossman, PLLC as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Litigation.

17. How will Settlement Class Counsel be paid?

Class Counsel shall apply to the Court for an award of Attorneys' Fees, Costs and Expenses not to exceed \$295,000, and a Service Award for the two Class Representatives in the amount of \$2,500 each.

The Court may award less than these amounts.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class member and want to keep any right you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the claims raised in this Litigation or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

18. How do I get out of the Settlement?

Settlement Class members who do not want to remain in the Settlement must submit an out-opt request.

The opt-out request must be personally signed by the Settlement Class member and contain the requestor's name, address, telephone number, and email address (if any), and include a statement indicating a request to be excluded from the Settlement Class.

The opt-out request must be mailed so it is postmarked or received by the Claims Administrator at the address below no later than **April 21, 2026**:

Premium Mortgage Data Incident
Attn: Opt Outs
P.O. Box 58220
Philadelphia, PA 19102

You cannot exclude yourself by telephone or by email.

No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported requests to Opt-Out as a group or in the aggregate shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

Questions? Visit www.PMCDDataLitigation.com or call toll-free 1-877-269-4189.

Persons who submit a valid and timely Opt-Out shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner set forth above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

19. If I exclude myself, can I still receive Settlement Class Member benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement Class Member benefits if you stay in the Settlement and submit a valid Claim Form.

20. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Litigation to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by **April 21, 2026**, mailed to the address below:

Premium Mortgage Data Incident
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

For an objection to be considered by the Court, the objection must include:

(i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vii) a list of all settlements to which the objector and/or their counsel have objected in the preceding three (3) years; and (viii) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation.

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion (opting out) is telling the Court you

do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL FAIRNESS HEARING

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

The Court will hold a Final Fairness Hearing on **May 14, 2026 at 9:30a.m.** via Teams.

The date and time of the Final Fairness Hearing is subject to change without further notice to the Settlement Class, so please check [**www.PMCDDataLitigation.com**](http://www.PMCDDataLitigation.com) for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Class Counsel's application for Attorneys' Fees, Costs and Expenses, and a Service Award for the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

24. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Fairness Hearing?

Yes. If you wish to attend and speak at the Final Fairness Hearing, you must indicate this in your written objection (see Question 21).

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Class Member benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Litigation and released by the Settlement Agreement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [**www.PMCDDataLitigation.com**](http://www.PMCDDataLitigation.com). You may also contact the Claims Administrator by mail: Premium Mortgage Data Incident, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or by email: [**Info@PMCDDataLitigation.com**](mailto:Info@PMCDDataLitigation.com).

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**