

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement, dated as of the Effective Date, is made and entered into by and among the following Settling Parties (defined below): (i) Plaintiffs Cory Rehmsmeyer and Toni Hyde (“Representative Plaintiffs”), individually and on behalf of the Settlement Class (defined below), by and through Cohen & Malad, LLP and Milberg Coleman Bryson Phillips Grossman, PLLC (“Class Counsel”), on the one hand; and (ii) Defendant Premium Mortgage Corporation (“PMC” or “Defendant”), by and through its counsel of record, Mullen Coughlin LLC (“Defendant’s Counsel” or “PMC’s Counsel”) on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Litigation (defined below) and the Released Claims (defined below), upon and subject to the terms and conditions below.

RECITALS

WHEREAS, PMC was the target of a cyberattack that occurred from August 24, 2023 to August 31, 2023 (the “Data Incident”). The personally identifiable information or “PII” of the Representative Plaintiffs and of 10,835 customers of PMC was potentially impacted by the Data Incident (defined below). The impacted information may include, but is not limited to, full names, Social Security numbers, payment card information, and financial account information (collectively “Personal Information”).

WHEREAS, after PMC learned of the Data Incident, PMC notified approximately 10,835 individuals that their Personal Information (defined above) may have been impacted by the Data Incident.

WHEREAS, after PMC provided its notice, the Representative Plaintiffs each filed lawsuits in the Supreme Court of the State of New York, County of Monroe. The two lawsuits were subsequently consolidated under the case style *Cory Rehmsmeyer and Toni Hyde, on behalf of themselves and all others similarly situated v. Premium Mortgage Corporation*, Index No.: E2024001652, in the Supreme Court of the State of New York, County of Monroe (the “Litigation”).

WHEREAS, Plaintiffs filed a Consolidated Class Action Complaint in the Litigation asserting the following claims: (i) negligence, (ii) breach of contract including the covenant of good faith and fair dealing, (iii) breach of implied contract, (iv) trespass to chattels, (v) bailment, (vi) violation of the New York General Business Law § 349, (vii) unjust enrichment, and (viii) conversion.

WHEREAS, 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.

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the above-referenced actions on the terms set forth below to avoid the associated burdens, risks, and

extensive costs.

WHEREAS, following the resolution of motions to dismiss and to strike, and over a period of several months, the Parties engaged in voluntary discovery and good faith, arm's-length negotiations between experienced counsel, and reached an agreement in principle to resolve the Litigation, as outlined herein.

WHEREAS, PMC provided Class Counsel with certain additional factual information to aid in negotiations and agreed to provide further confirmatory information as required to confirm the size of the class.

WHEREAS, PMC denies any wrongdoing whatsoever, and this Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of PMC with respect to any claim of any fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that PMC has asserted or would assert.

WHEREAS, based on their investigation and their substantial experience in data breach cases, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to Settlement Class Members (defined below) and are in their best interests, and they have agreed to settle the claims that were asserted or could have been asserted in the Litigation arising out of or relating to the Data Incident pursuant to the terms and provisions of this Agreement after considering (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided by this Agreement.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action asserted, or that could have been asserted, against PMC relating to the Data Incident, by and on behalf of Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other individuals originating, or that may originate, in jurisdictions in the United States of America against PMC relating to the Data Incident.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and PMC that, subject to the Court's approval, when Judgment becomes Final (defined herein), the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms and conditions of this Settlement Agreement.

1. Definitions.

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

- 1.1 "Agreement" or "Settlement" or "Settlement Agreement" means this agreement.

1.2 “Claims Administration” means providing notice to the Settlement Class Members and the processing and payment of claims received from Settlement Class Members by the Claims Administrator (defined below).

1.3 “Claims Administrator” means Angeion Group (“Angeion”) a notice and claims administrator with recognized expertise in class action notice and claims generally and data security litigation specifically, as jointly agreed upon by the Settling Parties and approved by the Court.

1.4 “Claims Deadline” means the postmark or online submission deadline for Valid Claims (as defined below), which is sixty (60) days after Notice is mailed to Settlement Class Members.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim (as defined below) for reimbursement. The Claim Form will be substantially in a form as shown in Exhibit C attached hereto, which will be available on both the Settlement Website (as defined below) and in paper format, if specifically requested by Settlement Class Members.

1.6 “Claims Period” means the sixty (60) day period of time during which Settlement Class Members may submit Claim Forms to receive Settlement benefits, which will end on the Claims Deadline.

1.7 “Class Counsel” means Cohen & Malad, LLP and Milberg, Coleman, Bryson, Phillips, Grossman, PLLC.

1.8 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

1.9 “Court” means the Supreme Court of the State of New York, County of Monroe.

1.10 “Data Incident” means the potential unauthorized access of certain information on PMC’s computer systems between August 24, 2023 and August 31, 2023, which gave rise to the Litigation.

1.11 “Effective Date” means the date upon which the Settlement contemplated by this Agreement shall become effective as set forth in ¶ 9.1.

1.12 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is finally approved by the Court; (ii) the Court has entered a Judgment (as defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award or service award made in this case shall not affect whether the Judgment is Final or any other aspect of the Judgment.

1.13 “Final Fairness Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to New York Civil Practice Law and Rules Article 9 and for the Court to determine whether to issue the Judgment.

1.14 “Judgment” means a judgment rendered by the Court, after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Litigation with prejudice, and is consistent with all material provisions of this Settlement Agreement. Class Counsel and Defendant’s Counsel will work together on a proposed Judgment, which PMC must approve before filing

1.15 “Long Notice” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit B hereto.

1.16 “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members pursuant to the Preliminary Approval Order. Notice includes the Short Notice and Long Notice.

1.17 “Notice Deadline” means 30-days after entry of the Preliminary Approval Order and is the date by which the Claims Administrator shall establish the Settlement Website, toll-free telephone line, and complete the initial mailing of the Short Notice as set forth in ¶ 3.2.

1.18 “Objection Date” means 60-days after the Notice Deadline and is the date by which Settlement Class Members must mail their objection to the settlement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.19 “Opt-Out Date” means 60-days after the Notice Deadline and is the date by which Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

1.21 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.22 “Plaintiffs” or “Class Representatives” or “Representative Plaintiffs” means Cory Rehmsmeyer and Toni Hyde.

1.23 “Preliminary Approval Order” means the Court order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached hereto as Exhibit D.

1.24 “Released Claims” shall 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.

1.25 "Released Parties" means Premium Mortgage Corporation and its past, present, and future parent companies, partnerships, subsidiaries, affiliates, divisions, employees, contractors, agents, servants, members, managers, providers, partners, principals, directors, shareholders, successors, assigns, and owners, and all of their attorneys, heirs, executors, administrators, insurers, writing companies, coinsurers, reinsurers, joint ventures, personal representatives, predecessors, successors, transferees, trustees, and assigns, and including, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in the Litigation.

1.26 "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

1.27 "Settlement Claim" means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.28 "Settlement Class" means all individuals whose PII was potentially compromised as a result of the Data Incident which was announced by Premium Mortgage Corporation on or around January 10, 2024. 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.

1.29 “Settlement Class List” means the list generated by PMC containing the full names, current or last known addresses for all persons who fall under the definition of the Settlement Class, which PMC shall provide to the Settlement Administrator within seven (7) days of entry of the Preliminary Approval Order and engagement of a Settlement Administrator.

1.30 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

1.31 “Settlement Website” means the website described in ¶ 3.2.3.

1.32 “Settling Parties” means, collectively, PMC and Representative Plaintiffs, individually and on behalf of the Settlement Class.

1.33 “Short Notice” means the content of the postcard mailed notice to the proposed Settlement Class Members, substantially in the form as shown in Exhibit A attached hereto. The Short Notice will direct recipients to the Settlement Website and inform Settlement Class Members, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys’ fees, and the date of the Final Fairness Hearing.

1.34 “Unknown Claims” means any of the Released Claims that any Settlement Class Member, including Plaintiffs, 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 Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs, expressly shall have, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims,

including but not limited to any Unknown Claims they may have. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.35 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.36 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the claims processing and/or dispute resolution process described in ¶¶ 2.5 and 2.7.

2. Settlement Benefits.

2.1 Monetary Relief. As set forth in more detail below, 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 (i.e. the relief enumerated in Sections 2.1(a), 2.1(b), and 2.1(c)).

2.1.1 Expense Reimbursements

- a) Documented Ordinary Out-of-Pocket Losses. All Settlement Class Members who submit a Valid Claim using the Claim Form 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 the Claims Deadline, except for reimbursement for credit monitoring service costs, which must have been incurred between January 10, 2024 and the Claims Deadline. To receive reimbursement for ordinary out-of-pocket losses, Settlement Class Members must submit a Valid Claim, including supporting third-party documentation, to the Claims Administrator. 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 the Claims Deadline (or for reimbursement for credit monitoring service costs, between January 10, 2024 and the Claims Deadline).

- b) Documented Extraordinary Losses. All members of the Settlement Class who have suffered a proven monetary loss and who submit a Valid Claim using the Claim Form 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, in the form of third-party documentation, under penalty of perjury; (2) the loss was caused by the Data Incident; (3) the loss occurred between August 23, 2023, and the Claims Deadline; and (4) the loss is not already covered by one or more of the reimbursement categories listed in ¶ 2.1.1(a); 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.
- c) 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.

2.1.2 Alternative Cash Payment. As an alternative to seeking reimbursement of Expense Reimbursements and Lost Time in ¶ 2.1.1, Settlement Class Members may receive a one-time cash payment of \$50.

2.2 Credit Monitoring and Identity Theft Protection. In addition to, and regardless of whether they submit a claim for, the Expense Reimbursements or Lost Time described in ¶ 2.1.1 or the Alternative Cash Payment in ¶ 2.1.2, Settlement Class Members may claim three (3) years of one-bureau credit monitoring and identity theft protection services. The identity theft monitoring will include identity theft insurance of at least \$1 million.

2.3 Settlement Class Members seeking reimbursement under ¶¶ 2.1 and 2.2 must complete and submit a Claim Form to the Claims Administrator, postmarked or submitted online on or before the Claims Deadline. 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. The Settlement Class Member must submit reasonable documentation that the out-of-pocket expenses, charges and/or losses claimed were both actually incurred and plausibly arose from the Data Incident. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in denial of a claim.

2.4 Business Practices 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.

2.5 Duties of Settlement Administrator. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

2.5.1 Administering and overseeing the Settlement funds provided by PMC to pay Approved Claims.

2.5.2 Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;

2.5.3 Performing National Change of Address searches and/or skip tracing on the Settlement Class List;

2.5.4 Providing Notice to Settlement Class Members via U.S. mail or email;

2.5.5 Establishing and maintaining the Settlement Website;

2.5.6 Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within one (1) business day;

2.5.7 Responding to any mailed or emailed Settlement Class Member inquiries within one (1) business day;

2.5.8 Reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members and transmitting to Class Counsel and PMC's Counsel a list of Approved Claims, both periodically during the Claims Period and after the Claims Deadline;

2.5.9 Receiving Requests for Exclusion and Objections from Settlement Class Members and providing Class Counsel and PMC's Counsel a copy thereof immediately upon receipt. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and to PMC's Counsel;

2.5.10 Working with the provider(s) of Credit Monitoring Services to receive and send activation codes within thirty (30) days of the Effective Date;

2.5.11 After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;

2.5.12 Providing bi-weekly or other periodic reports to Class Counsel and the PMC's Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable

information, and any other requested information relating to Settlement Payments;

2.5.13 In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

2.5.14 Performing any function related to Settlement Administration at the agreed-upon instruction of Class Counsel or PMC's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

2.6 Limitation of Liability. The Parties, Class Counsel, and PMC'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 formulation, design or terms of the disbursement of the Settlement funds; (iii) the determination, administration, calculation or payment of any claims asserted against the Settlement funds; or (iv) the payment or withholding of any taxes and tax-related expenses.

2.7 Dispute Resolution for Claims.

2.7.1 The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the expenses described in ¶ 2.1; and (iii) the information submitted could lead a reasonable person to conclude that more likely than not the claimant has suffered the claimed losses as a result of the Data Incident. In assessing what losses qualify as more likely than not caused by the Data Incident, the Claims Administrator will consider (i) whether the timing of the loss occurred on or after August 23, 2023 (or for reimbursement for credit monitoring service costs, after January 10, 2024); and (ii) whether the personal information used to commit identity theft or fraud consisted of the type of personal information identified in PMC's notices of the Data Incident. The Claims Administrator may, at any time, request from the claimant, in writing, additional information as the Claims Administrator may reasonably require to evaluate the claim, *e.g.*, documentation requested on the Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will submit those claims to counsel for the Settling Parties. If the Settling Parties do not agree with the Claims Administrator's determination, after meeting and conferring, then the claim shall be referred to a claims referee for resolution. The Settling Parties will mutually agree on the claims referee should one be required.

2.7.2 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information ("Claim Supplementation") and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or

thirty (30) days from the Effective Date, whichever comes later. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information, etc.), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply; however, in no event shall the deadline be extended to later than ninety (90) days from the Effective Date. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.7.3 Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claim Administrator determines that such a claim is not facially valid because the claimant has not provided all information needed to complete the Claim Form and enable the Claim Administrator to evaluate the claim, then the Claim Administrator may reject the claim without any further action.

2.7.4 If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within fifteen (15) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Data Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. Any claimant referred to the claims referee shall reasonably cooperate with the claims referee, including by either providing supplemental information as requested or, alternatively, signing an authorization allowing the claims referee to verify the claim through third-party sources, and failure to cooperate shall be grounds for denial of the claim in full. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: its receipt of the submitted dispute and receipt of all supplemental information requested.

2.8 Settlement Expenses. In addition to the monetary relief described in ¶ 2.1 and the costs of credit monitoring and identity theft protection described in ¶ 2.2, PMC will also be responsible for any costs associated with business practice changes described in ¶ 2.4; the costs of dispute resolution described in ¶ 2.7; attorneys' fees and costs as well as service awards described in the subsections of ¶ 7; and the costs of claims administration described under ¶¶ 8.1, 8.2, and 8.3.

2.9 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the Court does not issue the Preliminary Approval Order or the Judgment; (2) the Effective Date does not occur, or (3) the Settlement Agreement is terminated or cancelled pursuant to the terms of the Settlement Agreement, the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall

proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved.

3. Preliminary Approval and Notice of Fairness Hearing.

3.1. Preliminary Approval. As soon as practicable after the execution of the Settlement Agreement, Class Counsel and Defendant's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, or an order substantially similar to such form in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 2.9;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Cohen & Malad, LLP and Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel;
- d) appointment of Plaintiffs Cory Rehmsmeyer and Toni Hyde as Class Representatives;
- e) approval of the Short Notice to be mailed by U.S. mail to Settlement Class Members in a form substantially similar to Exhibit A, attached hereto.
- f) approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to Exhibit B, attached hereto, which, together with the Short Notice, shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making claims to the extent contemplated herein, the requested attorneys' fees, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a form substantially similar to Exhibit C, attached hereto; and
- h) appointment of Angeion as the Claims Administrator.

The Short Notice, Long Notice, and Claim Form shall be reviewed by the Claims Administrator and may be revised as agreed upon by the Settling Parties before such submissions to the Court for approval.

3.2 Notice. Notice shall be provided to Settlement Class Members by the Claims Administrator in a manner that satisfies constitutional requirements and due process. The notice

plan shall be subject to approval by the Court as meeting the requirements of New York law and constitutional due process requirements.

- 3.2.1 Within seven (7) days after the date of the Preliminary Approval Order, PMC shall provide the Settlement Class List to the Settlement Administrator.
- 3.2.2 The Claims Administrator shall provide direct and individual notice to Settlement Class Members via U.S. Mail, to the extent mailing addresses are available, by the Notice Deadline by mailing the Short Notice to the last known mailing addresses for Settlement Class Members. Alternatively, direct and individual notice to Settlement Class Members may be provided by email. Prior to providing notice by U.S. mail, the Claims Administrator shall check and update all addresses through the National Change of Address (“NCOA”) Database. Where postcards are returned with a forwarding address prior to the claims deadline, the Claims Administrator shall forward the postcards to the forwarding address. Where postcards are returned with no forwarding address prior to the claims deadline, the Claims Administrator shall undertake reasonable means to ascertain a valid forwarding address and forward the postcard.
- 3.2.3 The Claims Administrator shall establish a dedicated Settlement Website and shall maintain and update the website throughout the Claims Period, with the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement. The Settlement Website shall also include links to relevant filings including but not limited to the operative complaint; preliminary approval motion and order; motion for attorneys’ fees, costs, and service awards; and motion for final approval.
- 3.2.4 A toll-free help line staffed with a reasonable number of live operators shall be made available to address Settlement Class Members’ inquiries.
- 3.2.5 The Claims Administrator will also provide copies of the forms of Short Notice, Long Notice, and Claim Form approved by the Court, as well as this Settlement Agreement, upon request.
- 3.2.6 Before the Final Approval Hearing, Class Counsel shall file with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice. The Short Notice, Long Notice, and Claim Form approved by the Court may be adjusted by the Claims Administrator in consultation with an agreement by the Settling Parties, as may be reasonable and necessary and not materially inconsistent with such approval.

3.3 PMC shall pay for providing notice to the Settlement Class in accordance with the Preliminary Approval Order, and the costs of such notice, together with the Costs of Claims Administration. Any attorneys’ fees, costs, and expenses of Plaintiffs’ Counsel, and a service award to the Class Representatives, as approved by the Court, shall be paid by PMC as set forth in Section 7.4 below.

- 3.4 Class Counsel shall move the Court for a Judgment of this Settlement, to be issued

(1) following the Final Fairness Hearing, and (2) within a reasonable time after the Notice Deadline, Objection Date, and Opt-Out Date. In connection with the motion for preliminary approval described in ¶ 3.1, counsel for the Settling Parties shall request that the Court set a date for the Final Fairness Hearing that is no earlier than one hundred five (105) days after entry of the Preliminary Approval Order.

4. Opt-Out Procedures.

4.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class. To be effective, this written notice (a Request for Exclusion) must be postmarked no later than the Opt-Out Date.

4.2 All Persons who submit valid and timely Requests for Exclusion, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," 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 in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within 10 days after the Opt-Out Date, there have been Requests for Exclusion totaling more than 200 individuals, Defendant shall have the right to terminate the Settlement Agreement in its entirety.

4.4 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.

5. Objection Procedures.

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (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). To be timely, written notice of an objection must be sent to the designated Post Office Box established by the Claims Administrator and postmarked by the Objection Date.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 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. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1.

6. Releases.

6.1 Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims including Unknown Claims, against each of the Released Parties. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, and each of their respective heirs, executors, administrators, representatives, agents, predecessors, successors, and assigns, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

6.2 Upon the Effective Date, PMC shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses PMC may have against such Persons including, without limitation, any claims based upon or arising out of any debtor-creditor, contractual, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

6.3 Notwithstanding any term herein, neither PMC nor their Released Parties, shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Plaintiffs, each and all of the Settlement Class Members and Plaintiffs' Counsel.

7. Attorneys' Fees, Costs, and Expenses; Service Awards to Plaintiffs.

7.1 The Settling Parties did not discuss the payment of attorneys' fees, costs, expenses and/or service awards to Plaintiffs, as provided for in ¶¶ 7.2 and 7.3 until after the substantive terms

of the settlement had been agreed upon, other than that PMC would not object to a request for reasonable attorneys' fees, costs, expenses, and a service award to Plaintiffs as may be ordered by the Court. PMC and Class Counsel then negotiated and agreed to the provision described in ¶ 7.2.

7.2 Class Counsel may petition the court for attorneys' fees, inclusive of any costs and expenses of the Litigation, in an amount not to exceed \$295,000.00.

7.3 Subject to Court approval, PMC has agreed not to object to a request for a service award in the amount of \$2,500 to each of the two named Plaintiffs, for a total of \$5,000 in Service Awards.

7.4 If awarded by the Court, PMC shall pay the attorneys' fees, costs, expenses, and service awards to the Claims Administrator, as set forth above in ¶¶ 7.2 and 7.3 within thirty (30) days after the Effective Date. The Claims Administrator shall thereafter distribute the award of attorneys' fees, costs, and expenses to Plaintiffs' Counsel and service awards to Plaintiffs consistent with ¶¶ 7.2 and 7.3.

7.5 The Settling Parties agree that PMC will not in any event or circumstance be required to pay any amounts to Class Counsel for attorneys' fees, costs, and expenses in excess of the combined amount identified above in ¶ 7.2, or to pay any amounts to the Class Representatives for service awards in excess of the amount identified above in ¶ 7.3.

7.6 Any award of attorneys' fees, costs, and expenses, and the service award to Plaintiffs, are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any attorneys' fees, costs, expenses, and/or service awards ordered by the Court to Class Counsel or Plaintiffs shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Administration of Claims.

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under Section 2. The Claims Administrator's and claims referee's, as applicable, determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the dispute resolution process set forth in ¶ 2.7. All claims agreed to be paid in full by PMC shall be deemed a Valid Claim.

8.2 Payment for Valid Claims shall be issued, via check or electronically, within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

8.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise expressly allowed by law or the Settling Parties' written agreement, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement

Agreement, the releases contained herein and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, claims referee, PMC, Released Parties, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or Defendant's Counsel based on distributions of benefits to Settlement Class Members or any alleged failure by PMC to implement the business practice changes in ¶ 2.4.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, claims referee, Class Counsel, and Defendant's Counsel.

9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination.

9.1 The Effective Date of the settlement shall be ten (10) days after the date when each and of all of the following conditions have occurred:

- a) This Settlement Agreement has been fully executed by all Settling Parties and their counsel;
- b) the Court has entered the Preliminary Approval Order, as required by ¶ 3.1, without material change;
- c) The Court-approved Short Notice has been sent and the Settlement Website has been duly created and maintained as ordered by the Court;
- d) PMC has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- e) the Court has entered the Judgment granting final approval to the Settlement as set forth herein; and
- f) the Judgment has become Final, as defined in ¶ 1.12.

9.2 If all conditions specified in ¶ 9.1(a)–(f) are not satisfied, the Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid Requests for Exclusion ("Opt-Out List").

9.4 In the event that the Settlement Agreement or the releases set forth in ¶ 6 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling 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 to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling 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*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, PMC shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, and Claims Administration, and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

10. Miscellaneous.

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Agreement contains the entire understanding between PMC and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between PMC provided herein, each party shall bear its own costs. This Agreement supersedes all previous agreements made between PMC

and Plaintiffs. Any agreements reached between PMC, Plaintiffs, and any third party, are expressly excluded from this provision.

10.6 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.

10.7 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.8 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto warrants that such Person has the full authority to do so.

10.9 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.10 The Settlement Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. No assignment of this Settlement Agreement will be valid without the other party's prior, written permission.

10.11 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.12 All dollar amounts are in United States dollars (USD).

10.13 All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. Settlement Checks that are not negotiated within ninety (90) days of their date of issue shall not be reissued, unless a Settlement Check is returned as undeliverable. If a Participating Settlement Class Member fails to cash a Settlement Check issued under this Settlement Agreement before it becomes void, the Participating Settlement Class Member will have failed to meet a condition precedent to recovery of Settlement benefits, the Participating Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Participating Settlement Class Member for compensation or loss reimbursement or to make any other type of monetary relief to the Participating Settlement Class Member. Such Settlement Class Members remain bound by all terms of the Settlement Agreement.

10.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

10.15 This Agreement shall be deemed to have been drafted by the Settling Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement. Plaintiffs and PMC each acknowledge that each have been advised and are represented by legal counsel of their own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

10.16 Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality or enforceability of any other provision hereunder.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed by their duly authorized attorneys.

/s/ Lynn Toops

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Counsel for Plaintiffs and the Putative Class

EXHIBIT A

**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.*

**If you received notice from
Premium Mortgage Corporation
indicating that your PII may have
been impacted in a data incident,
a proposed class action
settlement may affect your rights.**

Premium Mortgage Data Incident Settlement
c/o Claims Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «**Notice ID**»
Confirmation Code: «**Confirmation Code**»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

A proposed Settlement has been reached with Premium Mortgage Corporation ("PMC" or "Defendant") arising out of the potential unauthorized access of certain information on **certain PMC email accounts** between August 24, 2023 and August 31, 2023.

Who is Included? 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. You are receiving this Notice because Defendant's records indicate that you are a Settlement Class Member.

What does the Settlement Provide? All Settlement Class Members may submit a Claim Form to receive Credit Monitoring Services, and Monetary Relief in the form of either: Compensation for Ordinary Out-of-Pocket Losses of up to \$325 per person, Extraordinary Losses up to \$5,000, and/or Lost Time up to four (4) hours at \$25 per hour, **or** an Alternative Cash Payment in the amount of \$50. In addition to these benefits, **PMC has adopted, paid for, implemented, and will maintain certain business practice changes related to information security to safeguard personal information on its systems.** For a full description of the Settlement benefits, visit **WEBSITE**.

How To Get Benefits: Visit **WEBSITE** 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 **DATE**, or submitted by mail must be postmarked no later than **DATE**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. If you do not exclude yourself, you will release any claims you may have against the Defendant related to the Data Incident, as more fully described in the Settlement Agreement, available at **WEBSITE**. If you do not exclude yourself, you may **object** to the Settlement, Attorneys' Fees, Costs, and Expenses, or the Service Awards by **DATE**. For complete details on how to exclude yourself from or object to the Settlement, please visit **WEBSITE**.

The Lawyers Representing You. 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. Class Counsel shall apply to the Court 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 Final Approval Hearing: The Court has scheduled a hearing for **DATE/TIME** at **ADDRESS**, to consider whether to approve the Settlement, Service Awards, Attorneys' Fees, Costs, and Expenses, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check **WEBSITE** for updates.

This Notice is only a Summary. Please visit **WEBSITE or call toll-free 1-XXX-XXX-XXXX for more information.**

EXHIBIT B

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: DATE	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: DATE	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: DATE	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 DATE	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 **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

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 [WEBSITE](#), or call toll-free 1-[XXX-XXX-XXXX](#). You may also email the Claims Administrator at [EMAIL](#).

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 [the Claims Deadline](#), except for reimbursement for credit monitoring service costs, which must have been incurred between January 10, 2024 and [the Claims Deadline](#). 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 [the Claims Deadline](#) (or for reimbursement for credit monitoring service costs, between January 10, 2024 and [the Claims Deadline](#)).
- **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 [the Claims Deadline](#); 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 [WEBSITE](#).

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

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

Visit [WEBSITE](#) 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 [DATE](#). Claim Forms submitted by mail must be postmarked no later than [DATE](#).

Settlement Class members can also request a Claim Form by calling toll-free 1-[XXX-XXX-XXXX](#) or by writing to the Claims Administrator.

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

Email: [EMAIL](#)

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 [DATE](#).

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 via the payment selection made on the Claim Form. It is your responsibility to inform the Claims Administrator of any updates to your payment information after the submission of your 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 [WEBSITE](#) for updates.

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 **DEADLINE**:

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.

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 **the Objection Date**, 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 **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

The date and time of the Final Fairness Hearing is subject to change without further notice to the Settlement Class, so please check **WEBSITE** 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 **WEBSITE**. You may also contact the Claims Administrator by mail: Premium Mortgage Data Incident, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, or by email: **Email Address**.

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

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

EXHIBIT C

Your claim must
be submitted
online or
postmarked by:
DEADLINE

Rehmsmeyer et al. v. Premium Mortgage Corporation
Index No.: E2024001652
Supreme Court of the State of New York, County of Monroe
CLAIM FORM

PMC-CLAIM

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are a member of the **Settlement Class**, defined as:

All individuals whose PII was potentially compromised as a result of the Data Incident 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, which gave rise to the Litigation.

You can submit a Claim Form online at **WEBSITE** or by completing this Claim Form and mailing it to the Claims Administrator, so it is postmarked no later than **DEADLINE**.

SETTLEMENT BENEFITS

Settlement Class Members may submit a Claim Form for one of the monetary relief options below:

OPTION 1

Settlement Class Members can claim one or more of the following options:

- Documented Out-of-Pocket Losses
- Documented Extraordinary Losses
- Lost Time

OPTION 2

Settlement Class Members who do not claim any of the monetary benefits under Option 1 may elect to receive a one-time cash payment:

- Alternative Cash Payment of \$50

In addition to one of the monetary relief options, all Settlement Class Members may claim three (3) years of one-bureau credit monitoring and identity theft protection services.

- **Documented Ordinary Out-of-Pocket Losses.** Reimbursement for 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 **the Claims Deadline**, except for reimbursement for credit monitoring service costs, which must have been incurred between January 10, 2024 and **the Claims Deadline**.

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 **the Claims Deadline** (or for reimbursement for credit monitoring service costs, between January 10, 2024 and **the Claims Deadline**).

- **Documented Extraordinary Losses.** All members of the Settlement Class who have suffered a proven monetary loss 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

QUESTIONS? VISIT **WWW. .COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

Your claim must
be submitted
online or
postmarked by:
DEADLINE

Rehmsmeyer et al. v. Premium Mortgage Corporation
Index No.: E2024001652
Supreme Court of the State of New York, County of Monroe
CLAIM FORM

PMC-CLAIM

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 **the Claims Deadline**; and (4) the loss is not already covered by the Ordinary Out-of-Pocket Losses; 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 and Identity Theft Protection.** 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. The identity theft monitoring will include identity theft insurance of at least \$1 million.

**Your claim must
be submitted
online or
postmarked by:
[DEADLINE]**

Rehmsmeyer et al. v. Premium Mortgage Corporation
Index No.: E2024001652
Supreme Court of the State of New York, County of Monroe
CLAIM FORM

PMC-CLAIM

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Claims Administrator if you contact information changes after you submit your Claim Form. In the event your claim is approved, payment will be mailed to the address provided.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID

II. CREDIT MONITORING

☐ Check this box if you wish to receive Credit Monitoring. Submitting this Claim Form will not automatically enroll you into Credit Monitoring. To enroll, you must follow the instructions sent to your email address (that you provide in Section I above) after the Settlement is approved and becomes Final (the "Effective Date").

III. ORDINARY OUT-OF-POCKET LOSSES

☐ Check this box if you are seeking reimbursement for Ordinary Out-of-Pocket Losses of up to \$325.

You must submit supporting documentation for unreimbursed out-of-pocket expenses directly associated with dealing with the Data Incident, and were incurred more likely than not as a result of the Data Incident. Complete the chart below describing the supporting documentation you are submitting, and the reimbursement amount you are seeking.

<i>Description of Documentation Provided</i>	<i>Amount</i>

QUESTIONS? VISIT WWW.NYSCEF.COM OR CALL TOLL-FREE 1-XXX-XXX-XXXX

Your claim must
be submitted
online or
postmarked by:
[DEADLINE]

Rehmsmeyer et al. v. Premium Mortgage Corporation
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CLAIM FORM

PMC-CLAIM

Total Documented Ordinary Out-of-Pocket Losses:

IV. EXTRAORDINARY LOSSES

☐ Check this box if you are seeking reimbursement for Extraordinary Losses of up to \$5,000.

You **must** submit supporting documentation for actual, documented, and unreimbursed monetary loss(es) from identity theft or fraud caused by the Data Incident. Complete the chart below describing the supporting documentation you are submitting, and the reimbursement amount you are seeking.

<i>Description of Documentation Provided</i>	<i>Amount</i>
Total Documented Extraordinary Out-of-Pocket Losses:	

V. LOST TIME

☐ Check this box if you are seeking reimbursement for actual time spent dealing with the Data Incident. You must have spent at least one full hour. You may claim up to 4 hours at \$25.00 per hour.

I swear and affirm that I spent (**check one**): ☐ 1 hour ☐ 2 hours ☐ 3 hours ☐ 4 hours dealing with the Data Incident. Briefly describe how the Lost Time was spent:

VI. ALTERNATIVE CASH PAYMENT

☐ Check this box if you wish to receive the Alternative Cash Payment in the amount of \$50.00.

If you claimed reimbursement in Sections III, IV, or V, above, you are not eligible to select this option.

QUESTIONS? VISIT **WWW. .COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

**Your claim must
be submitted
online or
postmarked by:
[DEADLINE]**

Rehmsmeyer et al. v. Premium Mortgage Corporation
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CLAIM FORM

PMC-CLAIM

VII. CERTIFICATION

I swear and affirm under penalty of perjury that I am a Settlement Class Member, and the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Claims Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form, including any supporting documentation to:

Premium Mortgage Data Incident Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EXHIBIT D

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

CORY REHMSMEYER and TONI HYDE,
on behalf of themselves and all other
similarly situated,

Plaintiff,

Index No.: E2024001652

vs.

PREMIUM MORTGAGE CORPORATION,

Defendant.

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (**Doc. No. __**) (the "Motion"). The terms of the proposed class action settlement are set forth in a Settlement Agreement (the "Settlement Agreement") by, between and among Plaintiffs Cory Rehmsmeyer and Toni Hyde ("Plaintiffs"), individually and on behalf of the Settlement Class, and Defendant Premium Mortgage Corporation ("PMC" or "Defendant") (together with Plaintiffs, the "Parties"), which is attached, with accompanying exhibits, as **Exhibit 1** to Plaintiffs' Memorandum of Law in Support of their Motion.¹ Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.**

The Settlement Agreement provides for a Settlement Class defined as follows:

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

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement have the same meaning as set forth in the Settlement Agreement unless otherwise indicated.

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.

2. Certification of the Settlement Class is Warranted.

The Court also finds that, for settlement purposes only, it will likely be able to certify the Settlement Class because it meets all of the requirements of Federal Rule of Civil Procedure 23(a) and the requirements of Rule 23(b)(3).² Specifically, the Court finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representative are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

² CPLR § 908 requires the court to approve any compromise of a class action. Although the statute “does not define the criteria for such approval, New York’s courts have recognized that its class action statute is similar to the federal statute and have looked to federal case law for guidance. Hence, court approval is determined by the fairness of the settlement, its adequacy, its reasonableness and the best interests of the class members.” *Fiala v. Metro. Life Ins. Co., Inc.*, 899 N.Y.S.2d 531, 537 (Sup. Ct. 2010) (internal citations omitted). As a result, the Court cites the Federal Rules for support in this Order.

3. **Notifying Settlement Class Members regarding the Settlement is Warranted.**

The Court finds, further to Federal Rule of Civil Procedure 23(e)(1), that the provision of notice is justified and warranted because the Court further finds that it will likely be able to approve the proposed Settlement as fair, reasonable and adequate.

4. **Findings Concerning the Notice Documents & Plan.**

The Court finds that the proposed form, content and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law including CPLR § 908 and Federal Rule of Civil Procedure 23(c); and (e) meet the requirements of the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notices provided for in the Settlement Agreement are written in plain language, use simple terminology and are designed to be readily understandable by Settlement Class Members. The proposed Notice program set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement as **Exhibits A, B, and C** are therefore **APPROVED**, and the Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.³

³ Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties but without further order of the Court.

5. **Claims Process.**

Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notices.

The Settlement Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notices and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notices and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment including the releases contained therein.

6. **Exclusion from Class.**

Any Settlement Class Member who wishes to be excluded from the Settlement Class must:

(a) state the Settlement Class Member's full name, current address, and signature; and (b) specifically state his or her desire to be excluded from the Settlement and from the Settlement Class. To be effective, such requests for exclusion must be postmarked no later the Opt-Out Deadline, which is 60 days after the Notice Date, as stated in the Notices.

The Settlement Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion within 7 days following the Opt-Out Date.

7. Objections and Appearances.

A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date. As stated in the Short Notice, the Long Notice and the Settlement Website, Settlement Class Members who wish to object to the Settlement Agreement are instructed to send their written objections to the Settlement Administrator at the address indicated in the Long Notice. The Notices shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Date”—which is 60 days after the Notice Date. An objection must set forth the following: (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 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 judgments in the Litigation. As outlined in Paragraph 5.2 of the Settlement Agreement, the provisions stated in Paragraph 5.1 are the exclusive means for any challenge to the Settlement Agreement.

8. Effect of Release.

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

9. Settlement Administrator.

The Court appoints Angeion Group (“Angeion”) as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator’s fees will be paid pursuant to the terms of the Settlement Agreement.

10. Class Representatives & Class Counsel.

The Court finds that Plaintiffs will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representatives. Additionally, the Court finds that CohenMalad, LLP and Milberg Coleman Bryson Phillips Grossman PLLC will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed Class Counsel pursuant to Rule 23(g)(1).

11. Preliminary Settlement Approval.

Upon preliminary review, the Court finds the Settlement is fair, reasonable and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and

non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the Settlement treats the Settlement Class Members equitably and all of the other factors required by Rule 23 and relevant case law.

12. Termination of Settlement.

In the event that the Final Approval Order is not entered, or a Final Approval Order is subsequently reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, the Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into. The Settlement Agreement may also be terminated by Defendant under the terms of the Settlement Agreement.

13. Use of Order.

This Preliminary Approval Order shall have no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession or declaration by or against Defendant of any fault, wrongdoing, breach or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession or declaration by or against the Class Representatives or any other Settlement Class

Member that his or her claims lack merit or that the relief requested is inappropriate, improper unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

14. Continuance of Hearing.

The Court reserves the right to adjourn or continue the Final Fairness Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. Stay of Litigation.

All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. Final Approval Hearing.

A Final Approval Hearing shall be held on _____, 202____, at the Monroe County Hall of Justice, 99 Exchange Blvd Ste 6, Rochester, NY 14614, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to CPLR § 908 and Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable and adequate and finally approved pursuant to CPLR § 908 and Fed. R. Civ. P. 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the

releases set forth in the Settlement Agreement; (e) the application of Class Counsel for an award of Attorneys' Fees, Costs and Expenses should be approved pursuant to CPLR § 909 and Fed. R. Civ. P. 23(h); and (f) the application of the Class Representatives for a Service Award should be approved.

17. Schedule and Deadlines.

The Court orders the following schedule of dates for the specified actions/further proceedings:

SETTLEMENT TIMELINE

<u>Grant of Preliminary Approval</u>	
Defendants provide Settlement Class Member Information to the Settlement Administrator	Within 7 days following entry of Preliminary Approval Order
Notice Date	30 days after Preliminary Approval
Objection Deadline	60 days after Notice Date
Opt-Out Deadline	60 days after Notice Date
Claims Deadline	60 days after Notice Date
<u>Final Approval Hearing</u>	105 days after Preliminary Approval Order (at minimum)

SO ORDERED THIS _____ DAY OF _____, 2025.

Hon. Daniel J. Doyle
Supreme Court Justice



NYSCEF Confirmation Notice

Monroe County Supreme Court



The NYSCEF website has received an electronic filing on 12/22/2025 12:23 PM. Please keep this notice as a confirmation of this filing.

E2024001652

Cory Rehmsmeyer et al v. Premium Mortgage Corp.

Assigned Judge: Daniel J. Doyle

Documents Received on 12/22/2025 12:23 PM

Doc #	Document Type
63	NOTICE OF MOTION
64	MEMORANDUM OF LAW IN SUPPORT
65	EXHIBIT(S) 1
66	EXHIBIT(S) 2
67	ORDER (PROPOSED)

Filing User

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E-mail Service Notifications

An email regarding this filing has been sent to the following on 12/22/2025 12:23 PM:

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Jamie Romeo, Monroe County Clerk

Phone: 585-753-1600 Fax: 585-753-1650 Website: <https://www.monroecounty.gov/clerk-court>

NYSCEF Resource Center, nyscef@nycourts.gov

Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: www.nycourts.gov/efile



NYSCEF Confirmation Notice

Monroe County Supreme Court



E2024001652

Cory Rehmsmeyer et al v. Premium Mortgage Corp.

Assigned Judge: Daniel J. Doyle

Email Notifications NOT Sent

Role	Party	Attorney
Plaintiff / Petitioner	Toni Hyde	No consent on record.

* Court rules require hard copy service upon non-participating parties and attorneys who have opted-out or declined consent.

Jamie Romeo, Monroe County Clerk

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