

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

In re SitusAMC Holdings Corporation Data Breach Litigation

Case No. 1:25-cv-9748

United States District Court, Southern District of New York

IF SITUSAMC HOLDINGS CORPORATION SENT YOU A NOTICE THAT YOUR PERSONAL INFORMATION WAS INVOLVED IN A NOVEMBER 2025 DATA INCIDENT, A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND ENTITLE YOU TO A SETTLEMENT BENEFIT AND CASH PAYMENTS.

A court has authorized this notice. This is not a solicitation from a lawyer.

You are not being sued.

Please read this notice carefully and completely.

- A Settlement has been reached with SitusAMC Holdings Corporation, (“SitusAMC” or “Defendant”) in a class action lawsuit. This class action lawsuit concerned a data security incident that occurred on or about November 12, 2025 (the “Data Incident”), which involved the unauthorized access and exfiltration of certain information, including Personal Information, from Defendant’s systems. The Personal Information may have included names, dates of birth, Social Security or individual taxpayer identification numbers, driver’s license numbers, state identification numbers or other government issued identifiers, financial account numbers, medical records, and health insurance policy numbers.
- The lawsuit is captioned *In re SitusAMC Holdings Corporation Data Breach Litigation*, Case No. 1:25-cv-9748, pending in the United States District Court for the Southern District of New York (the “Action”).
- SitusAMC denies that it did anything wrong, and the Court has not decided in favor of any party.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the Action.
- Your rights are affected whether you act or don’t act. ***Please read this notice carefully and completely.***

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM	The only way to receive cash benefits from this Settlement is by submitting a valid and timely Claim Form. The fastest way to submit your Claim Form is online at www.SAMCDataSettlement.com. If you prefer, you can download the Claim Form from the Settlement Website and mail it to the Settlement Administrator. Your Claim Form must include your unique Class Member Login ID and PIN found on the postcard notice sent to you or available from the Settlement Administrator. For more detailed information, <i>see Question 9</i>.	November 6, 2026
OPT OUT OF THE SETTLEMENT	You can choose to exclude yourself from the Settlement by informing the Settlement Administrator that you want to “opt out” of the Settlement. If the Settlement becomes final, this is the only option that allows you to retain your rights to sue, continue to sue, or be part of another lawsuit against the Defendant and the other Released Parties related to the legal claims resolved by this Settlement. You can hire your own lawyer at your own expense. If you opt-out, you may not make a claim for benefits under the Settlement and will not receive any benefits under the Settlement. For more detailed information, <i>see Question 15</i>.	October 22, 2026
OBJECT TO THE SETTLEMENT	If you do not opt out of the Settlement, you may object to the Settlement by writing to explain to the Court why you don’t think the Settlement should be approved. If you object, you will remain a Settlement Class Member, and if the Settlement is approved, you will be eligible for the benefits of the Settlement and give up your right to sue, continue to sue, or be part of another lawsuit against the Defendant and the other Released Parties related to the legal claims resolved by this Settlement. For more detailed information, <i>see Question 16</i>.	October 22, 2026

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
DO NOTHING	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not receive cash benefits from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant and the other Released Parties related to the legal claims resolved by this Settlement.	No Deadline

- Your rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this Action will decide whether to approve the Settlement at the Final Approval Hearing on **November 11, 2026 at 10:00 am**. Check the Settlement Website at **www.SAMCDataSettlement.com** for updates.

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Basic Information

1. Why was this notice issued?

The United States District Court for Southern District of New York authorized this notice. You have a right to know about the proposed Settlement, and about all of your options, before the Court decides whether to grant Final Approval of the Settlement. This notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *In re SitusAMC Holdings Corporation Data Breach Litigation*, 1:25-cv-9748 (S.D.N.Y.). The people that filed this lawsuit are called the “Plaintiffs” or “Class Representatives” and the entity they sued, SitusAMC Holdings Corporation, is the “Defendant.”

2. What is this lawsuit about?

On or about November 12, 2025, Defendant discovered that it had been the victim of the Data Incident, which involved the unauthorized access and exfiltration of certain information, including Personal Information, from Defendant's systems. The information impacted varied on an individual-by-individual basis but included information such as names, dates of birth, Social Security or individual taxpayer identification numbers, driver's license numbers, state identification numbers or other government issued identifiers, financial account numbers, medical records, and health insurance policy numbers.

The lawsuit alleges Defendant is responsible for the Data Incident. Plaintiffs allege that Defendant failed to take reasonable steps to safeguard and protect the data that was compromised by the Data Incident. Plaintiffs assert a variety of common law and statutory claims, including claims for negligence, negligence per se, breach of third-party beneficiary contract, unjust enrichment, declaratory and injunctive relief, and for alleged violations of certain consumer protection statutes. Plaintiffs seek to recover actual damages, statutory damages, punitive damages, and attorneys' fees, in addition to equitable relief. Plaintiffs purport to bring these claims on behalf of a nationwide class and a California subclass of individuals whose Personal Information was purportedly compromised by the Data Incident. SitusAMC denies all material allegations in the Complaint and specifically denies that it failed to properly protect any data or Personal Information, had inadequate data security, was unjustly enriched, breached any duty or contract, or violated any state consumer protection statutes or other laws. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Defendant.

3. What is a class action?

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals are called the "Plaintiffs" or "Class Representatives." Together, the people included in the class action are called a "Settlement Class" or "Settlement Class Members." One court resolves the lawsuit for all Settlement Class Members, except for those who opt out of the settlement. In this Settlement, the Class Representatives are Joseph Constantino, Linda Rae Maccarone, Lawrence Girard Maccarone, Lorena Claxton, Robert Pak, and David Reischer.

4. Why is there a Settlement?

The Court did not decide in favor of either the Plaintiffs or the Defendant. Both sides have agreed to a Settlement to avoid the costs and risks of a trial and related appeals, and to allow the Settlement Class Members to receive benefits from the Settlement. The Plaintiffs and their attorneys think the Settlement is best for all Settlement Class Members.

Who is in the Settlement?

5. Who is included in the Settlement?

The Court has defined the Settlement Class as: "all persons in the United States who were sent notice of the Data Incident as identified in the Class List."

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are: (a) Defendant's executive leadership team; (b) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (c) any Settlement Class Member who timely and validly opts out of the Settlement.

If you are not sure whether you are a member of the Settlement Class, you can contact the Settlement Administrator at:

- Email: info@SAMCDataSettlement.com
- Call toll free, 24/7: 1-(833) 421-7329
- By mail: SitusAMC Data Incident Settlement
c/o Settlement Administrator
P.O. Box 25226, Santa Ana, CA 92799

You may also view the Settlement Agreement at www.SAMCDataSettlement.com.

The Settlement Benefits

7. What does the Settlement provide?

SitusAMC will establish a Settlement Fund of \$5,300,000. The Settlement Fund will first be used to pay court-approved attorneys' fees and costs, Service Awards for the Plaintiffs, and Settlement Administration Costs. The net remaining funds will be used to pay for the Settlement Class Member Benefits described below.

As a Settlement Class Member, you automatically received an enrollment code for one year of Credit Monitoring services. In addition to the Credit Monitoring, you may claim (a) reimbursement for Documented Losses, and (b) a Flat Cash payment. California residents may also claim an additional California Statutory Payment. These benefits are described in more detail below.

CREDIT MONITORING SERVICES. All Settlement Class Members automatically received an enrollment code for one year of Credit Monitoring. This includes:

- real time monitoring of the Settlement Class Member's credit file at a credit bureau;
- dark web scanning with immediate notification of potential misuse;
- comprehensive public record monitoring;
- identity restoration and recovery services; and
- \$1,000,000 identity theft insurance with no deductible.

CASH PAYMENTS.

Cash Payment A – Documented Losses. If you incurred actual, *documented* out-of-pocket losses as a result of the Data Incident that have not been reimbursed, you may file a claim for this benefit. The maximum amount of this benefit is \$5,000.

This benefit covers expenses like:

- unreimbursed charges from banks or credit card companies;

- unreimbursed costs to replace your driver's license, Social Security number, or other types of identification;
- unreimbursed costs for credit reports; and
- unreimbursed costs for credit monitoring and identity theft protection first purchased by Settlement Class Members between November 12, 2025 and the Claims Deadline. To receive reimbursement, you must provide (a) proof of purchase, and (b) an affirmative written statement that it was purchased primarily because of the Data Incident and not for other purposes.

Third Party Documentation Required: You must submit third-party documentation, such as receipts, to verify the costs you incurred. You may submit "self-prepared" documents to clarify or support other submitted documentation, but *self-prepared documents by themselves are not sufficient* to file a valid claim.

Cash Payment B – Flat Cash. In lieu of or in addition to submitting a claim for Cash Payment A – Documented Losses, you may elect to receive a one-time flat cash payment. You do not have to provide any proof or explanation to claim this payment. The amount of this cash payment is estimated to be \$75, but it could be higher or lower depending on, among other things, the number of valid claims submitted.

California Statutory Payment. In addition to Cash Payment A – Documented Losses and Cash Payment B – Flat Cash, Settlement Class Members who resided in California between November 12, 2025 and November 22, 2025 may also elect to receive a \$50 cash payment, subject to downward *pro-rata* based on the number of valid claims submitted.

The Settlement Administrator will decide if your Claim for these benefits is valid. Only valid Claims will be paid. The deadline to submit a Claim Form is **November 6, 2026**.

8. What claims am I releasing if I stay in the Class?

Unless you opt out of the Settlement, you won't be able to file a lawsuit, continue to sue, or be a part of any other lawsuit against the Defendant or any other Released Parties about claims relating to the Data Incident.

In particular, as set forth in Section XIII of the Settlement Agreement, unless you opt out, you will give up and release all of the Released Claims against the Released Parties. Those terms are defined below and in the Settlement Agreement.

"Defendant" means SitusAMC Holdings Corporation, the defendant in the Action.

"SitusAMC Persons" means Defendant, and its current and former shareholders, investors, partners, associates, attorneys, officers, employees, directors, divisions, and affiliated and related companies.

"Released Claims" means any and all claims, defenses, demands, actions, causes of action, rights, offsets, setoffs, suits, remedies, damages, lawsuits, costs, relief for contempt, losses, attorneys' fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damages for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, or punitive

damages, as well as any and all claims for treble damages, penalties, interest, attorneys' fees, costs, or expenses, whether a known or Unknown Claim, suspected or unsuspected, existing or potential, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to the Data Incident, any legal, factual, or other allegations in the Action, and/or any theories of recovery that were, or could have been, raised at any point in the Action.

For the avoidance of doubt, Released Claims are to be construed broadly and include, without limitation, any claims that the Releasing Parties may have under the law of any jurisdiction including, without limitation, those arising under state or federal law of the United States (including, without limitation, any causes of action under the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. and any similar statutes in effect in the United States or in any states in the United States); causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, bailment, conversion, negligence per se, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; any statutory claims under state or federal law; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief.

“Released Parties” means:

- a. All SitusAMC Persons, as well as SitusAMC Persons' respective predecessors, successors, assigns, current and former parents, subsidiaries, divisions, and affiliated companies, whether indirect or direct, as well as their directors, officers, members, managers, employees, agents, vendors, investors, insurers, reinsurers, sureties, shareholders, attorneys, advisors, consultants, representatives, partners, joint venturers, contractors, wholesalers, resellers, distributors, and service providers; and
- b. All entities and persons, including without limitation current and former clients and customers of the SitusAMC Persons, whose information was compromised, accessed, exfiltrated, or otherwise impacted by the Data Incident, as well as each such entity's and person's respective predecessors, successors, assigns, parents, subsidiaries, divisions, and affiliated companies (whether direct or indirect), and each of their respective directors, officers, members, managers, employees, agents, vendors, insurers, reinsurers, sureties, shareholders, attorneys, advisors, consultants, representatives, partners, joint ventures, contractors, and service providers. For the avoidance of doubt, the Released Parties include, without limitation: (a) all current and former clients and customers of the SitusAMC

Persons that provided information to the SitusAMC Persons that was compromised, accessed, exfiltrated, or otherwise impacted by the Data Incident; and (b) any business associates and/or covered entities that owned or controlled data accessed, compromised, or otherwise impacted by the Data Incident. The Parties expressly intend that all Released Parties are third-party beneficiaries of the Settlement and are entitled to enforce it fully and directly, including, without limitation, the Settlement's Releases.

As noted above, the "Release" section of the Settlement Agreement (Section XIII) describes the legal claims that you give up if you remain in the Settlement Class. The entirety of the Release can be found in Section XIII of the Settlement Agreement, available at www.SAMCDataSettlement.com.

Submitting a Claim Form for a Settlement Class Member Benefit

9. How do I submit a claim for a Settlement Class Member Benefit?

The fastest way to submit your Claim Form is online at www.SAMCDataSettlement.com. If you prefer, you can download the Claim Form from the website and mail it to the Settlement Administrator at:

SitusAMC Data Incident Settlement
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

You may also contact the Settlement Administrator to request a Claim Form by telephone, toll free, 1- (833) 421-7329, by email info@SAMCDataSettlement.com, or by U.S. mail at the address above.

10. Are there any important Settlement payment deadlines?

Yes. If you are submitting a Claim Form online, you must do so by **November 6, 2026**. If you are submitting a claim by U.S. mail, the completed and signed Claim Form, including supporting documentation, must be postmarked no later than **November 6, 2026**.

11. When will the Settlement Class Member Benefits be issued?

The Court will hold a Final Approval Hearing on **November 11, 2026 at 10:00 am** (*see Question 18*). If the Court approves the Settlement, there may be appeals. We do not know if appeals will be filed, or how long it will take to resolve them if they are filed. Settlement Class Member Benefits will be distributed if the Court grants Final Approval, and after any appeals are resolved.

The Lawyers Representing You

12. Do I have a lawyer in the case?

Yes, the Court appointed attorneys Mariya Weekes of Milberg, PLLC and Gregory Haroutunian of Emery Reddy, PC to represent you and the Settlement Class Members (“Class Counsel”).

13. Should I get my own lawyer?

You will not be charged for Class Counsel’s services. If you want your own lawyer, you may hire one at your expense.

14. How will Class Counsel be paid?

Class Counsel will ask the court to approve attorneys’ fees of up to one-third of the Settlement Fund as set forth in the Settlement Agreement, plus reimbursement of reasonable costs, which will be paid from the Settlement Fund.

Class Counsel will also ask for Service Awards of \$2,500 for each Class Representative. Service Awards will be paid from the Settlement Fund.

Excluding Yourself from the Settlement

15. How do I opt out of the Settlement?

If you do not want to be part of the Settlement, you must formally exclude yourself from the Settlement. This is called a request for exclusion or “opting out.”

If you exclude yourself or opt out, you are telling the Court that you do not want to be part of the Settlement. You will not be eligible to receive any Settlement Class Member Benefits if you exclude yourself, but you will keep any rights you may have to sue, continue to sue, or be part of another lawsuit against the Defendant and other Released Parties related to the legal issues in this Action.

The deadline to exclude yourself or opt out from the Settlement is **October 22, 2026**.

To be valid, your opt-out request must be in writing and have the following information:

- (1) the name of the Action: *In re SitusAMC Holdings Corporation Data Breach Litigation*, Case No. 1:25-cv-9748, United States District Court for the Southern District of New York;
- (2) your full name, mailing address, telephone number, and email address (if any);
- (3) your personal signature; and
- (4) a statement indicating that you want to be excluded from the Settlement.

You may only exclude yourself—not any other person.

You must mail your opt-out request via United States Mail to the Settlement Administrator at:

SitusAMC Data Incident Settlement
ATTN: Exclusion Request
P.O. Box 25226
Santa Ana, CA 92799

To be timely, your opt-out request must be postmarked by **October 22, 2026**.

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

Commenting on or Objecting to the Settlement

16. How do I tell the Court if I like or do not like the Settlement?

If you are a Settlement Class Member and do not like part or all of the Settlement, you can object to it. Objecting means telling the Court your reasons why you think the Court should not approve the Settlement. You cannot object if you have excluded yourself from the Settlement (*see Question 15*).

Any objection to the Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must include:

- a. the name of the Action: *In re SitusAMC Holdings Corporation Data Breach Litigation*, Case No. 1:25-cv-9748, United States District Court for the Southern District of New York;
- b. your full name, mailing address, telephone number, and email address (if any);
- c. all grounds for the objection, including all citations to legal authority and evidence supporting the objection known to you or your counsel;
- d. the number of times that you or your counsel has filed an objection to a class action settlement within the past 5 years, along with the nature of each such objection and the identity of each case, by name, court number, and docket number;
- e. the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- f. a statement indicating whether the objector intends to appear and/or testify at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and
- g. your signature (an attorney's signature is not sufficient).

For your objection to be valid, it must meet each of these requirements.

To be considered by the Court, you must either: (a) electronically file your objection in the Action's electronic docket on or before **October 22, 2026**; or (b) send your objection via United

States Mail, postmarked no later than the Objection Deadline, to: (i) the Clerk of Court; (ii) Class Counsel; (iii) Defendant's Counsel; and (iv) the Settlement Administrator at the addresses below:

Clerk of Court	Settlement Administrator
Clerk of the Court United States District Court for the Southern District of New York 500 Pearl Street New York, NY 10007	SitusAMC Settlement Attn: Objections P.O. Box 25226 Santa Ana, CA 92799
Class Counsel	Defendant's Counsel
Mariya Weekes Milberg, PLLC 333 S.E. 2 nd Ave., Ste. 2000 Miami, FL 33131 Gregory Haroutunian Emery Reddy, PC 600 Stewart Street, Suite 1100 Seattle, WA 98101	Kristine M. Brown Donald M. Houser Alston & Bird LLP 1201 West Peachtree Street Atlanta, GA 30309

To be timely, an objection must be electronically filed on the Court's docket, or if submitted by U.S. mail, postmarked, on or before **October 22, 2026**.

If you provide a written objection, you do not need to appear at the Final Approval Hearing, but you may. The Court will consider your written objection regardless of whether you appear at the Final Approval Hearing. If you wish to be heard orally at the Final Approval Hearing, you must file a timely written objection as set forth above, including a statement that you intend to appear at the Final Approval Hearing.

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

17. What is the difference between objecting and opting out?

Objecting is telling the Court that you do not like something about the Settlement. You cannot object to the Settlement if you choose to exclude yourself or opt out from the Settlement. Even if you object, you will remain a Settlement Class Member bound to the terms of the Settlement Agreement.

Excluding yourself from the Settlement is opting out and stating to the Court that you do not want to be part of the Settlement and you will not receive any benefits. If you opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

The Court's Final Approval Hearing

18. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing on **November 11, 2026, at 10:00 am ET** at the United States District Court for the Southern District of New York, **500 Pearl Street, New York, NY 10007**. You do not have to appear at the Final Approval Hearing.

At the Final Approval Hearing, the Court will decide whether to approve the Settlement. The Court will also decide how Class Counsel should be paid, and whether to award Service Awards to the Class Representatives who brought this Action on behalf of the Class. The Court will also consider any objections to the Settlement.

If you are a Settlement Class Member, you or your lawyer may ask permission to speak at the hearing at your own cost.

The date and time of this hearing may change without further notice. Please check **www.SAMCDataSettlement.com** for updates.

19. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish, but you do not have to.

If you file an objection, you do not have to come to the Final Approval Hearing to talk about it. You may also pay your own lawyer to attend, but you do not have to.

If I Do Nothing

20. What happens if I do nothing at all?

If you do nothing, you will not receive a cash benefit from this Settlement.

You will also give up the rights described in **Question 8**.

Getting More Information

21. How do I get more information?

This notice is a summary of the proposed Settlement. The full Settlement Agreement and other related documents are available at the Settlement Website, **www.SAMCDataSettlement.com**.

If you have additional questions, you can ask for free help any time by contacting the Settlement Administrator at:

- Email: info@SAMCDataSettlement.com
- Call toll free, 24/7: 1- (833) 421-7329

- By mail: SitusAMC Data Incident Settlement,
c/o Settlement Administrator
P.O. Box 25226, Santa Ana, CA 92799

You can obtain copies of publicly filed documents by visiting the Settlement Website at **www.SAMCDataSettlement.com** or by visiting the office of the Clerk of the Court, **500 Pearl Street, New York, NY 10007**.

PLEASE DO NOT CALL THE COURT, THE CLERK'S OFFICE, DEFENDANT, OR DEFENDANT'S COUNSEL ABOUT THIS ACTION OR THIS NOTICE. THEY CANNOT ANSWER ANY QUESTIONS OR DISCUSS THE ACTION. YOU SHOULD ONLY CONTACT THE COURT THROUGH A TIMELY-FILED OBJECTION OR MOTION TO INTERVENE.