

To: All individuals identified by SN Servicing Corporation and to whom SN Servicing Corporation sent notice that their information may have been exposed in the Security Incident defined below (the “Settlement Class Members”).

A proposed Settlement has been reached in a class action lawsuit titled, *Schmitt v. SN Servicing Corporation, Inc.*, Case No. 3:21-cv-03355-WHO (N.D. Cal.). The lawsuit asserted claims against Defendant SN Servicing Corporation related to a data security incident whereby third parties may have accessed Defendant’s customers’ personal information in connection with unauthorized access to Defendant’s electronic files on or about October 15, 2020 (the “Security Incident”). SN Servicing Corporation notified consumers about the Security Incident in January and July 2021. Defendant denies all of the claims and denies that it did anything wrong.

The Settlement offers payments to Settlement Class Members who were sent notice that they were potentially affected by the Security Incident. The amount paid will depend upon how many people submit valid claims and whether:

- 1) the Settlement Class Member potentially had their Social Security Number exposed in the Security Incident (preliminarily set at **\$75.00** per Settlement Class Member in this category and subject to adjustment based on the number of claims made); or
- 2) the Settlement Class Member potentially had their personal information, but not Social Security Number, exposed in the Security Incident (preliminarily set at **\$25.00** per Settlement Class Member and subject to adjustment based on the number of claims made).

If you are a Settlement Class Member, your options are:

SUBMIT A CLAIM FORM DEADLINE:	You must submit a valid claim form to receive a payment from this Settlement. The deadline to submit a Claim Form is October 16, 2022.
DO NOTHING	You will receive no payment and will no longer be able to sue Defendant over the claims resolved in the Settlement.
EXCLUDE YOURSELF DEADLINE:	You may exclude yourself from this Settlement and keep your right to sue separately. If you exclude yourself, you receive no payment. Exclusion instructions are provided in this notice. The deadline to exclude yourself is September 21, 2022.
OBJECT DEADLINE:	If you do not exclude yourself, you may write to the Court to state why you do not like the Settlement by following the instructions in this notice. The Court may reject your objection. You must still file a claim if you desire any monetary relief under the Settlement. The deadline to object to the Settlement is September 21, 2022.

The court must give final approval to the settlement before it takes effect, but has not yet done so. No payments will be made until after the court gives final approval and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting **www.SN-DataBreachSettlement.com** or by calling **1-844-846-4648**.

Further Information about this Notice and the Lawsuit

1. Why was this Notice issued?

You received this notice because you may be a Settlement Class Member able to receive payment from a proposed settlement of the class action lawsuit *Schmitt v. SN Servicing Corporation, Inc.*, Case No. 3:21-cv-03355-WHO (the “Lawsuit”), filed in United States District Court for the Northern District of California. The Court authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that settlement.

2. What is the Lawsuit about?

The Lawsuit is a proposed class action lawsuit brought on behalf of SN Servicing Corporation customers whose Personal Information may have been accessed and/or compromised by unauthorized individuals as part of the Security Incident. The potentially-exposed information (“Personal Information”) may include borrowers’ names, address, billing information, social security number, date of birth, driver’s license information, and bank account information.

The Lawsuit claims Defendant is legally responsible for the Security Incident and asserts various legal claims, including negligence and violations of Unfair Competition Law, Bus. & Prof. Code § 17200, *et seq.* Defendant denies these claims and denies that it did anything wrong.

3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit on behalf of others who have similar claims. Together, all of these people are the “class” and each individually is a “class member.” There is one Representative Plaintiff in this case: Desiree Schmitt. The class in this case is referred to in this Notice as the “Settlement Class.”

4. Why is there a Settlement?

The Representative Plaintiff in the Lawsuit, through her attorneys, investigated the facts and law relating to the issues in the Lawsuit. The Representative Plaintiff and Class Counsel believe that the settlement is fair, reasonable, and adequate and will provide substantial benefits to the Class. The Court has not decided whether the Representative Plaintiff’s claims or Defendant’s defenses have any merit, and it will not do so if the proposed settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive compensation. The settlement does not mean that Defendant did anything wrong, or that the Representative Plaintiff and the Class would or would not win their case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined by the Court as all Persons whose Personal Information was accessed by unknown third parties during the Security Incident.

6. *What are the terms of the Settlement?*

The proposed Settlement would create a Settlement Fund of \$900,000.00 that would be used to pay all costs of the settlement, including: (i) payments to Settlement Class Members who submit valid claims; (ii) costs of Claims Administration; (iii) any attorneys' fees and expenses awarded by the Court to Class Counsel (up to \$270,000); and (iv) any service award to the Representative Plaintiff awarded by the Court (up to \$5,000). The Settlement also releases all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Security Incident, as detailed in the Settlement Agreement.

7. *What claims are Settlement Class Members giving up under the Settlement?*

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and any final judgment entered by the Court, and will give up their right to sue Defendant for the claims being resolved by the Settlement, including all claims or potential claims of Settlement Class Members against Defendant arising from or related to the Security Incident. The claims that Settlement Class Members are releasing are described in Section 1.30 of the Settlement Agreement, and the persons and entities being released from those claims are described in Section 1.31 of the Settlement Agreement. Section VIII of the Settlement Agreement explains when such releases will occur.

Settlement Benefits to Settlement Class Members

8. *What kind of payments can Settlement Class Members receive?*

Settlement Class Members who submit valid claims may receive one of two types of payments to be paid from the Settlement Fund: (1) a Tier 1 Award; or (2) a Tier 2 Award. Settlement Class Members may receive only one Award. Depending on how many valid claims are submitted, the amount of each Award may be adjusted upward or downward proportionally among Settlement Class Members submitting valid claims, as explained further below in Question 11. Only one Settlement Claim may be submitted per Settlement Class Member.

9. *What is a Tier 1 Award?*

Settlement Class Members who potentially had their Social Security number exposed in the Security Incident will receive \$75.00, subject to upward or downward adjustment depending upon how many Settlement Class Members file claims.

10. *What is a Tier 2 Award?*

Settlement Class Members who potentially had Personal Information, but not their Social Security number, exposed in the Security Incident will receive \$25.00, subject to upward or downward adjustment depending upon how many Settlement Class Members file claims.

11. *When and how will the amount of Settlement Payments be adjusted?*

The amounts paid for both Tier 1 & 2 Awards will be adjusted upward or downward from the amounts listed in Questions 9-10 above depending on how many Settlement Class Members submit valid claims.

If the total dollar value of all valid claims is less than the amount of money available in the Settlement Fund for payment of Settlement Class Member claims at the amounts listed in Questions 9-10 above, the amount of payment for Tier 1 & 2 Awards will be adjusted upward proportionally among all valid claims.

If the total dollar value of all valid claims is more than the amount of money available in the Settlement Fund for payment of Settlement Class Member claims at the amounts listed in Questions 9-10 above, the Tier 1 & 2 Awards will be adjusted downward proportionally among all valid claims.

12. *What happens after all claims are processed and there are funds remaining?*

If there are any funds remaining after all valid claims are processed and the time to cash any payment checks has passed, those funds shall be distributed as directed by the Court, including potential distribution to a charitable organization. No remaining funds will be returned to Defendant.

13. *Credit Monitoring and Identity Theft Protection.*

As additional relief provided in this Settlement, the parties have agreed that Defendant shall purchase one additional year of myTrueIdentity credit monitoring and identity theft protection services for all Settlement Class Members who affirmatively opt into myTrueIdentity protection on their Claim Form. There is no charge to you if you choose to accept this service.

Your Options as a Settlement Class Member

14. *If I am a Settlement Class Member, what options do I have?*

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. **However, if you wish to seek a Settlement Award, you must complete and submit a Claim Form postmarked or submitted online by October 16, 2022.** You may submit a Claim Form online at **www.SN-DataBreachSettlement.com**.

If you do not want to give up your right to sue Defendant about the Security Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 18 below for instructions on how to exclude yourself.

If you object to the settlement, you must remain a Settlement Class Member (*i.e.*, you may not also exclude yourself from the Settlement Class by opting out) and file a written objection with the Clerk of the Court at the address in Question 21 below. If you object, you must still submit a claim if you want any monetary relief.

15. *What happens if I do nothing?*

If you do nothing, you will get no Settlement Award from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant related to the claims released by the Settlement.

16. *How do I submit a claim?*

You may complete the Claim Form online at **www.SN-DataBreachSettlement.com**. You may also obtain a paper Claim Form by downloading it at **www.SN-DataBreachSettlement.com** or by calling the claims administrator at **1-844-846-4648**. If you choose to complete a paper Claim Form you may either submit the completed and signed Claim Form and any supporting materials electronically at **www. SN-DataBreachSettlement.com** or mail them to:

**SN Servicing Data Breach Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103**

Who decides my Settlement claim and how do they do it?

The Claims Administrator will initially decide whether a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

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

You must make a written request that (a) lists the caption of this Litigation, *Desiree Schmitt v. SN Servicing Corp., Case No. 21-cv-3355*; (b) states your full name, address and telephone number; (c) contains your personal and original signature or the original signature of a person authorized by law to act on your behalf with respect to a claim or right such as those asserted in the Litigation, such as a trustee, guardian or person acting under a power of attorney; and (d) states unequivocally your intent to be excluded from the Settlement. You must mail your request to this address:

**SN Servicing Data Breach Settlement Administrator
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102**

Your request must be postmarked by **September 21, 2022**.

18. *If I exclude myself, can I receive any payment from this Settlement?*

No. If you exclude yourself, you will not be entitled to any Award. However, you will also not be bound by any judgment in this Lawsuit.

19. *If I do not exclude myself, can I sue Defendant for the Security Incident later?*

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a payment.

20. *How do I object to the settlement?*

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing and it, and any supporting papers, must be submitted to the Court by mailing it to the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, or by filing it in person at any location of the United States District Court for the Northern District of California. Objections must be filed or postmarked no later than **September 21, 2022**.

To be considered by the Court, your objection must list the name of this Lawsuit, *Schmitt v. SN Servicing Corporation*, Case No. 3:21-cv-03355-WHO, and include all of the following information: (i) your name, address, phone number, and an email address (if you have one); (ii) a statement that you are a member of the Settlement Class and any proof of your membership (e.g., a copy of a notice of the Security Incident sent to your physical or email address); (iii) a statement as to whether your objection applies only to yourself, to a specific subset of the Settlement Class, or to the entire Settlement Class; (iv) a detailed statement of the specific legal and factual bases for all of your objections, along with any applicable legal support; (v) the identity of any lawyer representing you; (vi) a statement whether you intend to appear at the Final Approval Hearing, and the identity of any lawyer(s) who will attend that hearing with you or on your behalf; (vii) a list of anyone you plan to have testify at the Final Approval Hearing in support of your objection; and (viii) your signature and the signature of your attorney or other authorized representative.

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.

Court Approval of the Settlement

21. *How, when and where will the Court decide whether to approve the Settlement?*

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **November 16, 2022 at 2:00 p.m.** at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. Please visit the Court's website at <https://www.cacd.uscourts.gov> for current information regarding courthouse access, court hearings, and filing information. At the Final Approval Hearing, the Court

will consider whether the settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court will also consider Class Counsel's request for attorneys' fees and expenses, and the request for a service award for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.SN-DataBreachSettlement.com or access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.ecf.cand.uscourts.gov> to confirm the schedule if you wish to attend.

22. *Do I have to attend the hearing?*

No. You do not need to attend the Final Approval Hearing unless you object to the settlement and wish to appear in person. It is not necessary to appear in person in order to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 21. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

23. *What happens if the Court approves the Settlement?*

If the Court approves the Settlement and no appeal is taken, the Settlement Fund will be funded. The Claims Administrator will pay any Attorney Fees' Award and any Representative Plaintiff Award from the Settlement Fund. Then, within the later of 90 days after the Effective Date or 30 days after all disputed claims have been resolved, the Claims Administrator will send Settlement Payments to Settlement Class Members who submitted timely and valid Settlement Claims. No distributions will be made without authorization from the parties.

If any appeal is taken, it is possible the Settlement could be disapproved on appeal.

24. *What happens if the Court does not approve the Settlement?*

If the Court does not approve the Settlement, no Settlement Fund will be created, there will be no Settlement Payments to Settlement Class Members, Class Counsel or the Representative Plaintiff, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class and Defendant

25. *Who represents the Settlement Class?*

The Court has appointed the following Class Counsel to represent the Settlement Class and Settlement Class Members in this Lawsuit:

Mitchell Chyette Law Office of Mitchell Chyette 125 12th Street, Suite 100-BALI

Oakland, CA 94607-3699
Phone: (510) 388-3748
Fax: (510) 680-3760
Email: mitch@chyettelaw.com

Marc E. Dann
Dann Law
15000 Madison Avenue
Cleveland, OH 44107
Phone: (216) 373-0539
Fax: (216) 373-0536
Email: mdann@dannlaw.com; notices@dannlaw.com

Thomas A. Zimmerman, Jr.
Zimmerman Law Offices, P.C.
77 West Washington Street, Suite 1220
Chicago, Illinois 60602
Phone: (312) 440-0020
Fax: (312) 440-4180
Email: tom@attorneyzim.com

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid out of the Settlement Fund, subject to Court approval. However, you may hire your own attorney at your own cost to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

26. *How will the lawyers for the Settlement Class be paid?*

Class Counsel will request the Court's approval of an award for attorneys' fees up to 30% of the Settlement Fund (or up to \$270,000), plus reasonable expenses, which shall be paid from the Settlement Fund. Class Counsel will also request approval of service award of up to \$5,000 for the Representative Plaintiff, which shall also be paid from the Settlement Fund.

27. *Who represents Defendant in the Lawsuit?*

Defendant is represented by the following lawyers:

Joshua Briones
jbriones@mintz.com
Arameh Zargham O'Boyle
azoboyle@mintz.com
E. Crystal Lopez
eclopez@mintz.com
Matthew Novian
mjnovian@mintz.com
MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO P.C.
2029 Century Park East, Suite 3100
Los Angeles, CA 90067
Telephone: (310) 586-3200
Facsimile: (310) 586-3202

For Further Information

29. *What if I want further information or have questions?*

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.SN-DataBreachSettlement.com, by contacting Class Counsel at the phone numbers provided in Question 26 above, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Angeion Group, LLC will act as the Claims Administrator for the Settlement. You can contact the Claims Administrator at:

SN Servicing Data Breach Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
info@ SN-DataBreachSettlement.com
1-844-846-4648