

Exhibit E

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the District of New Jersey
In re AnnieMac Data Breach Litigation, Civil Action No. 1:24-cv-10678-RMB-MJS

Were you notified that your Personal Information may have been impacted by a Data Security Incident at American Neighborhood Mortgage Acceptance Company, LLC (“AnnieMac”) on or around August 2024? You may be eligible for benefits from a class action settlement.

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

*Para una notificación en español, llamar (XXX) XXX-XXXX o visitar nuestro sitio web
[www.\[website\].com](http://www.[website].com).*

- A Settlement has been reached with American Neighborhood Mortgage Acceptance Company, LLC (“AnnieMac” or “Defendant”) in a class action lawsuit about a data security incident on or around August 2024 in which an unknown third party gained access to AnnieMac's computer system and potentially viewed or copied files containing the personally identifiable information of current and former customers (the “Data Security Incident”). The Plaintiffs allege negligence, unjust enrichment, and violations of consumer protection act statutes, among other claims. The Defendant denies all allegations and any wrongdoing.
- The Settlement Class consists of all individuals residing in the United States whose Personal Information was compromised in the Data Security Incident affecting AnnieMac on or around August 2024, including all those who received notice of the Data Security Incident.
- If approved by the Court, the Defendant will pay \$2,000,000 into a Settlement Fund to resolve the lawsuit. The Settlement Fund will provide Settlement benefits as well as all costs of Settlement Administration, Service Awards, and attorneys’ fees and costs. Monetary benefits will include compensation of up to \$5,000 per person for documented Unreimbursed Economic Losses and/or a Pro Rata Cash Payment estimated at \$75. Additionally, all Settlement Class Members can also submit a claim for two (2) years of Credit Monitoring Services. The Defendant has also made security enhancements to its systems and environments.
- Your rights are affected whether you do or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to receive benefits from this Settlement is to submit a valid and timely Claim Form.	Month XX, 2026
OPT OUT OF THE SETTLEMENT	If you opt out, you will not be bound by the terms of the Settlement and you keep the right to sue the Defendant about the claims resolved by this Settlement. You will not receive any benefits from the Settlement.	Month XX, 2026
OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	If you do not opt out of the Settlement, you may object to it and tell the Court what you do not like about it. You may also ask the Court for permission to speak about your objection at the Final Approval Hearing. If you object, you can still submit a Claim Form for benefits.	Month XX, 2026
DO NOTHING	If you do nothing, you will not get any benefits and you give up the right to sue the Defendant about the claims resolved by this Settlement.	No deadline

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still must decide whether to approve the Settlement.

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

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BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action and about all of your options before the Court decides whether to grant final approval of the Settlement. This Notice explains the Action, your legal rights, what benefits are available, and who can receive them.

The Action is called *In re AnnieMac Data Breach Litigation*, Civil Action No. 1:24-cv-10678-RMB-MJS pending in the United States District Court for the District of New Jersey. The people who filed this Action are called the “Plaintiffs” and the company they sued, American Neighborhood Mortgage Acceptance Company, LLC (“AnnieMac”), is called the “Defendant.”

2. What is this Action about?

On or around August 2024, an unknown third party gained access to AnnieMac’s computer system and potentially viewed or copied files containing the personally identifiable information of current and former customers (“Data Security Incident”). This Personal Information potentially impacted includes, but is not limited to, names, Social Security numbers, dates of birth, and official State or government issued driver’s license or identification numbers. On or around November 14, 2024, the Defendant began notifying potentially impacted individuals about the Data Security Incident. The Plaintiffs claim AnnieMac failed to implement adequate cybersecurity measures and allege: (i) negligence; (ii) negligence *per se*; (iii) breach of implied contract; (iv) unjust enrichment; (v) invasion of privacy; (vi) breach of fiduciary duty; and (vii) violations of the New Jersey Consumer Fraud Act (N.J.S.A.) §§ 56:8 *et seq.* The Defendant denies all of the Plaintiffs’ claims and maintains that they did not do anything wrong.

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 who sue are known as “Settlement Class Representatives” or Plaintiffs. 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 exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Settlement Class Representatives are William Sojka, David Jacob, Paul ValenCourt, Jaime Keefer, Sherice Dudley, Sean Long, Micah Ellis, Seana Greene, Samuel Graves, Franklin Montenegro, and Alec Wray.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendant. The Defendant denies all claims and contends that it has not violated any laws. The Plaintiffs and Defendant agreed to a Settlement to avoid the costs and risks of a trial, and through the Settlement, Settlement Class Members are eligible to claim benefits. The Plaintiffs and their attorneys, who also represent Settlement Class Members as “Settlement Class Counsel,” believe the Settlement is in the best interests of all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class consists of all individuals residing in the United States whose Personal Information was compromised in the Data Security Incident affecting AnnieMac on or around August 2024, including all those who received notice of the Data Security Incident.

6. Are there exceptions to being included?

Yes. Excluded from the Settlement Class are (i) Defendant, its agents, affiliates, parents, subsidiaries, any entity in which Defendant has a controlling interest, any Defendant officer or director, and any successor or assign; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and immediate family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or

abetting the criminal activity occurrence of the Data Security Incident or who pleads *nolo contendere* to any such charge.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

If approved by the Court, the Defendant will pay \$2,000,000 to provide benefits to Settlement Class Members as well as all costs of Settlement Administration, Service Awards, and attorneys' fees and costs. The Settlement includes the following benefits:

- **Compensation for Unreimbursed Economic Losses:** A cash payment of up to \$5,000 per person for Out-of-Pocket Losses that are actually incurred as a result of or are fairly traceable to the Data Security Incident and have not already been reimbursed by a third party (documentation is required); and/or
- **Pro Rata Cash Payment:** A *pro rata* (proportional) cash payment currently estimated to be \$75 (no documentation is required);
- **Credit Monitoring:** Two (2) years of single bureau Credit Monitoring with \$1,000,000 in identity theft protection insurance; and
- **Security Enhancements:** Information security enhancements to secure systems and environments since the Data Security Incident.

Settlement benefits may be subject to *pro rata* (proportional) adjustment based on the number of Approved Claims (see Question 11).

8. Tell me more about the Compensation for Unreimbursed Economic Losses.

All Settlement Class Members may submit a claim for up to \$5,000 per person for Unreimbursed Economic Losses that are actually incurred as a result of or that are fairly traceable to the Data Security Incident with supporting documentation.

Examples of eligible Unreimbursed Economic Losses include, but are not limited to, the following:

- Losses associated with fraud or identity theft;
- Professional fees including attorneys' fees, accountant fees, and fees for credit repair services;
- Costs associated with freezing or unfreezing credit with any credit reporting agency;
- Credit monitoring costs that were incurred on or after November 14, 2024, through the date you submit your Claim; and
- Miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Supporting documentation means third-party documentation that supports the losses. Valid third-party documentation includes, without limitation, receipts, bank statements, or other official documentation that was not "self-prepared" by the Settlement Class Member. You may submit "self-prepared" documents (*e.g.*, handwritten receipts or notes) to provide clarity, but such documents are insufficient by themselves to qualify for compensation.

You must submit a Claim Form with sufficient supporting documentation to receive Compensation for Unreimbursed Economic Losses. If you submit a claim for Unreimbursed Economic Losses but fail to provide sufficient third-party documentation and then fail to cure the deficiencies, you will automatically receive the Pro Rata Cash Payment.

9. Tell me more about the Pro Rata Cash Payment.

Additionally, Settlement Class Members may submit a claim for a *pro rata* (proportional) cash payment which is estimated to be \$75. The value of the Pro Rata Cash Payment will depend on the number of

Approved Claims filed. You must submit a Claim Form to receive a Pro Rata Cash Payment, but no documentation is required to make a claim for this Settlement Payment.

10. Tell me more about the Credit Monitoring Services.

In addition to the monetary benefits above, all Settlement Class Members may file a claim for two (2) years of single bureau Credit Monitoring Services which will include \$1 million in identity theft protection insurance. If you submit a valid claim for Credit Monitoring, once the Settlement receives Final Approval, you will receive an activation code by email that may be used to enroll in the Credit Monitoring Services.

11. How will benefit amounts be calculated?

After all costs of Settlement Administration, Service Awards, and attorneys' fees and costs have been deducted, the remaining balance of the Settlement Fund (the "Net Settlement Fund") will be used to pay for Settlement benefits in the following order: Approved Claims for Unreimbursed Economic Losses, Approved Claims for Credit Monitoring, and, lastly, Approved Claims for Pro Rata Cash Payments.

If at any point, the amount of Approved Claims exceeds the remaining balance of the Net Settlement Fund for the category of benefit being calculated, the Settlement Payment amount or benefit duration will be reduced *pro rata* (proportionally) and/or not distributed as described in the Settlement Agreement available at [www.\[website\].com](http://www.[website].com). The Pro Rata Cash Payment amount will be determined after all other Settlement costs, expenses, awards, and benefits have been calculated. Settlement Class Members who submit a valid claim selecting this benefit will receive an equal share of the remaining balance (if any) with the aim of exhausting the Net Settlement Fund.

12. What claims am I releasing if I stay in the Settlement?

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant about any of the legal claims this Settlement resolves. The Releases section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [www.\[website\].com](http://www.[website].com).

HOW TO GET SETTLEMENT BENEFITS – MAKING A CLAIM

13. How do I submit a Claim Form to get Settlement Benefits?

You must submit a Claim Form, with any necessary supporting documentation, to receive Settlement Benefits. Claim Forms may be submitted online at [www.\[website\].com](http://www.[website].com), or mailed postmarked by **Month XX, 2026** to the Settlement Administrator at:

In re AnnieMac Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXXXX
New York, NY 10150-XXXX

14. When will I get Settlement Benefits?

The short answer is – after the Settlement is “finally approved” and any challenges to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026**, to decide whether to approve the Settlement, the request for attorneys' fees and costs, and the Service Awards for the Settlement Class Representatives who brought this Action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement benefits will be distributed as soon as possible, if and when the Court grants Final Approval of the Settlement and after any appeals are resolved.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Questions? Call (XXX) XXX-XXXX or visit [www.\[website\].com](http://www.[website].com).

Yes, the Court appointed James E. Cecchi of Carella, Byrne, Cecchi, Brody & Agnello, P.C. Gary Klinger of Milberg PLLC, and Raina Borrelli of Strauss Borelli PLLC to represent you and other members of the Settlement Class as Settlement Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

16. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Settlement Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Settlement Class Counsel will ask the Court to approve attorneys' fees up to one-third of the Settlement Fund (\$666,666.66), plus reimbursement of reasonable expenses, as well as a \$5,000 Service Award to each of the Settlement Class Representatives. If approved, these amounts will be paid from the Settlement Fund before making payments to Settlement Class Members who submit valid claims.

EXCLUDING YOURSELF FROM THE SETTLEMENT

18. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class.

To exclude yourself from the Settlement, you must submit a written Request for Exclusion to the Settlement Administrator that includes the following information:

- A statement indicating your intent to request exclusion "Request for Exclusion: I wish to opt out of the Settlement in *In re AnnieMac Data Breach Litigation*, Civil Action No. 1:24-cv-10678-RMB-MJS";
- Your full name and current address; and
- Your signature.

Your Request for Exclusion must be mailed to the Settlement Administrator at the address below, postmarked no later than **Month XX, 2026**.

In re AnnieMac Data Breach Litigation
c/o Kroll Settlement Administration LLC
ATTN: Requests for Exclusion
P.O. Box XXXXXX
New York, NY 10150-XXXX

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You may only exclude yourself – not any other person. If you do not exclude yourself from the Settlement as described above, you will lose the opportunity to opt out and will be bound by the Settlement.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member Benefits, request for the attorneys' fees and costs, Service Awards, Release provided to the Defendant, or some other aspect of the Settlement. Through an objection, you give reasons why you think the Court should not approve the Settlement.

To be considered by the Court, your objection must include:

- The case name and number, *In re AnnieMac Data Breach Litigation*, Civil Action No. 1:24-cv-10678-RMB-MJS;
- Your full name and current mailing address;
- A statement that states with specificity the grounds for the objection, as well as any documents supporting the objection, and whether your objection is to the Settlement in part or in whole, and if in part, which part;
- The identity of any attorneys representing the objector, if any;
- A statement regarding whether you (or your attorney) intend to appear at the Final Approval Hearing;
- Information that identifies you as a Settlement Class Member, including proof that you are within the Settlement Class (e.g., copy of the Notice or copy of original notice of the Data Security Incident); and
- Your signature or that of your attorney.

Objections must be filed with the Court no later than **Month XX, 2026**.

Clerk of the Court
U.S. District Court for the District of New Jersey
Street Address
City, NJ Zip Code

A copy of your objection also must be sent to Class Counsel, Defendant's Counsel, and the Settlement Administrator at the addresses below, postmarked no later than **Month XX, 2026**.

CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
James E. Cecchi CARELLA, BYRNE, CECCHI, OLSTEIN, BRODY & AGNELLO, P.C. 5 Becker Farm Road Roseland, New Jersey 07068	Richard M. Haggerty MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, Suite 200 Devon, PA 19333	<i>In re AnnieMac Data Breach Litigation</i> c/o Kroll Settlement Administration LLC ATTN: Objections P.O. Box XXXXXX New York, NY 10150- XXXX

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

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from it. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself or opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court is scheduled to hold a Final Approval Hearing on **Month XX, 2026 at XX:X0 a.m./p.m. ET** at **[Courthouse name and address]** to decide whether to approve the Settlement, Class Counsel's request for \$666,666.66 for attorneys' fees and costs, plus reimbursement of reasonable expenses, and a \$5,000 Service Award to each of the Settlement Class Representatives. The date and time of this hearing may change without further notice. Please check **www.[website].com** for updates.

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

Questions? Call **(XXX) XXX-XXXX** or visit **www.[website].com**.

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an objection, you may, but you do not have to, come to the Final Approval Hearing to talk about it. If you file your written objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Release in the Settlement and will not be eligible to receive any Settlement benefits.

GETTING MORE INFORMATION

24. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [www.\[website\].com](http://www.[website].com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by telephone at (XXX) XXX-XXXX, or by mail at:

In re AnnieMac Data Breach Litigation
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX