EXHIBIT 2

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF UTAH

In re Progressive Leasing Breach Litigation	Case No.: 2:23-CV-00783-DBB-CMR
	Judge David Barlow
	Magistrate Judge Cecilia M. Romero

DECLARATION OF DANIEL SROURIAN IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

I, Daniel Srourian, declare under penalty of perjury as follows:

1.   I am an attorney who is duly admitted to the Bar of the state of California. I am the founder and member of the law firm Srourian Law Firm, P.C. and proposed Class Counsel for Plaintiffs and Settlement Class Members in the above-referenced action. I submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and Memorandum of Law in Support.

2.   Since the Court granted preliminary approval of the Settlement, there has been no intervening change in law or fact to disturb this Court's findings that the Settlement is fair, reasonable, and adequate.

3.   The Settlement creates a non-reversionary $3,250,000.00 Settlement Fund and provides a timely, comprehensive benefits package. Under the Settlement, Settlement Class Members may submit claims (i) for reimbursement of up to $5,000.00 in Documented Losses; and (ii) if a member of the California Subclass, they can elect to receive a California Statutory Payment of up to $100.00 on a claims-made basis. SA, ¶¶ 90–91. Additionally, and in lieu of receiving

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reimbursement for Documented Losses and/or Claims for a California Statutory Payment, Settlement Class Members may elect to receive a Cash Payment of up to $400.00 on a claims-made basis, which may be reduced *pro rata*. *Id*. ¶ 93. Finally, all Settlement Class Members who submit a Valid Claim are eligible to receive two (2) years of three bureau Credit Monitoring services with $1 million in reimbursement insurance. *Id*. ¶ 91. This Settlement is an outstanding result for Plaintiffs and the Class.

4.   The Settlement presented to the Court was reached at arm's-length following extensive negotiations without collusion and should be finally approved. Settlement negotiations did not occur until Settlement Class Counsel were well informed of the strengths and weaknesses of the case. Before settlement negotiations, Settlement Class Counsel fully briefed and survived Defendant's Motion to Dismiss and sought and obtained substantial, meaningful discovery, including the exchange of multiple interrogatories, requests for production, and requests for admission following the bifurcation of class discovery from merits discovery.

5.   The discovery received from Defendant allowed Class Counsel, who are experienced in data breach class actions, to conduct settlement negotiations with a thorough understanding of the strengths and weaknesses of Plaintiffs' claims, the size and scope of the class, the ability to give notice to the class, and the financial resources available to facilitate a settlement. Equipped with this knowledge and their significant experience litigating and resolving similar data breach class actions, Settlement Class Counsel negotiated what they believe to be a fair, adequate, and reasonable settlement worthy of presentation to the Court for final approval.

6.   This Settlement resulted from good faith, arm's-length settlement negotiations. On June 30, 2025, the Parties engaged in a full-day, in-person mediation with Michael N. Ungar. Prior to participating in mediation, the Parties engaged in additional informal discovery and exchanged

detailed mediation briefs detailing their respective positions. On June 30, 2025, the Parties reached an agreement in principle with the help of Michael N. Ungar. Following the mediation, the Parties continued to work diligently over the next few months to finalize the Settlement Agreement and, on October 20, 2025, Plaintiffs filed their Motion for Preliminary Approval of the Settlement (ECF No. 86), which was ultimately approved by the Court on November 5, 2025 (ECF No. 87).

7.   The Parties did not discuss attorneys' fees, expenses, or service awards for the Plaintiffs prior to reaching an agreement as to the material terms of the relief. The requested attorneys' fees did not impact the substantive terms of the Settlement and will be paid from the non-reversionary Settlement Fund.

8.   While Class Counsel believe Plaintiffs' case against Defendant is strong, there would be many hurdles to overcome in a case of this size and scope. Indeed, absent a settlement, this case will continue on for years with the need for additional discovery, briefing and arguing motions for class certification and summary judgment, engaging and retaining experts, participating in additional mediation sessions, and months of continued settlement negotiations. The Settlement confers immediate and substantial benefits on the Settlement Class without the delay of protracted litigation that could last years. Indeed, the certainty of the Settlement eliminates the risk that continued litigation might yield little or nothing for the Settlement Class, given the difficulties of obtaining class certification and establishing causation and damages.

9.   The Settlement Class Member Benefits available here compare favorably to what Settlement Class Members could recover if successful at trial and provide meaningful benefits to the Settlement Class, considering the uncertainties presented by continued litigation and trial. It is Settlement Class Counsel's opinion that the Settlement achieved here represents an excellent result

considering the significant benefits to the Settlement Class as well as the risks and delays attendant to further protracted litigation.

10.   Settlement Class Counsel's opinion is informed by years of experience litigating complex class actions, including data breach class actions. Indeed, Settlement Class Counsel have successfully prosecuted and settled numerous data breach class actions, consumer class actions, and other complex litigation throughout the country. (ECF No. 90, pp. 41–59).

11.   Settlement Class Counsel were instrumental in researching the case, developing the factual background and claims, working with Plaintiffs, working with counsel for Defendant to facilitate exchanges of relevant information, and ultimately settling the case. Additionally, Settlement Class Counsel have adequately represented the class by: (i) fully investigating the facts and legal claims, including interviewing and vetting multiple potential plaintiffs; (ii) preparing the complaints, including a comprehensive Consolidated Complaint; (iii) briefing a response in opposition to Defendant's Rule 12(b) motion to dismiss; (iv) briefing and presenting Plaintiffs' position regarding the bifurcation of discovery; (v) requesting, obtaining, and reviewing numerous documents from Prog regarding the Data Incident; (vi) drafting a detailed mediation brief; (vii) participating in an in-person mediation and months long settlement negotiations to reach and finalize the Settlement Agreement; (viii) developing the Notice Program and distribution plans for the Settlement; (ix) soliciting bids from several settlement administrators to ensure the class was getting the best notice at a cost-effective price; (x) obtaining preliminary approval; (xi) aiding Settlement Class Members with questions about the claims process and submitting claims; and (xii) working with the Settlement Administrator to implement the Notice Program.

12.   The Class Representatives have also demonstrated their adequacy by: (i) providing essential information to Class Counsel throughout the litigation; (ii) collecting documents and

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other evidence that supported the claims alleged in the complaints and Consolidated Complaint; (iii) participating in invasive and time consuming discovery, including responding to multiple interrogatories and requests for production; (iv) reviewing pleadings and coordinating with Class Counsel as to the status of, and strategy for, the case and settlement; (v) conferring with Class Counsel and Plaintiffs' Counsel about the settlement negotiations and provided meaningful input about what potential benefits were most important to them; and (vi) considering and approving the settlement terms on behalf of the Settlement Class. There is nothing to suggest that, for purposes of this Settlement, Plaintiffs have interests antagonistic to those of absent Settlement Class Members in pursuit of the legal claims in the Litigation.

13.   The Settlement involved a comprehensive Notice Program and user-friendly claim process, which have been, and are being, implemented by the Settlement Administrator, CPT Group, Inc. The reaction from Settlement Class Members has been overwhelmingly positive and strongly supports final approval. The deadline for Class Members to request exclusion from the Settlement Class is on February 3, 2026. To date, only two opt-out requests have been received. The deadline to object to the Settlement was January 7, 2026. To date, *no* objections have been received. Further, the deadline to submit a Claim was January 22, 2026. As of January 22, 2026, 10,925 Claims were submitted, which represents an excellent claims rate of approximately 6.54%.

14.   In Class Counsel's professional opinion, the Settlement represents an excellent result for the Settlement Class and merits final approval.

I declare under penalty of perjury of the laws of the State of California and the United States that the foregoing is true and correct, and that this declaration was executed in Beverly Hills, California on January 23, 2026.

/s/ Daniel Srourian
Daniel Srourian

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