

NOTICE OF PROPOSED CLASS LITIGATION SETTLEMENT

United States District Court for the District of Utah

In re Progressive Leasing Breach Litigation

Case No. 2:23-cv-00783

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

If your Private Information was potentially involved in a Data Incident that took place at Prog Leasing, LLC on or around September 11, 2023, and announced on or around September 21, 2023, you could receive benefits from a class action Settlement.

- A Settlement has been reached in a class action lawsuit against Prog Leasing, LLC (“Prog” or “Defendant”) alleging an unauthorized user gained access to Defendant’s systems on or around September 11, 2023 (the “Data Incident”).
- You are a “Settlement Class Member” if you are a living individual residing in the United States who was sent a Notice of Data Incident from Prog indicating your Private Information may have been involved in the Data Incident.
- Defendant has agreed to pay \$3,250,000 which will be used to pay for Settlement Class Member Benefits, Settlement Administration Costs, Attorneys’ Fees Award and Costs, and Service Awards to the Class Representatives as awarded by the Court.
- Settlement Class Members are eligible to receive credit monitoring services and cash payments for (1) Documented Losses up to \$5,000, (2) a California Statutory Payment up to \$100, or (3) a Residual Cash Payment up to \$400, subject to a pro rata adjustment based upon the total number of valid claims.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
DO NOTHING	You will receive no payment or credit monitoring and will no longer be able to sue Defendant over the claims resolved in the Settlement. You will remain a member of the Settlement Class and be subject to the terms of the Settlement if approved by the Court.	No Deadline
SUBMIT A CLAIM FORM	The only way to receive a cash payment or credit monitoring. Claims must be submitted by January 22, 2026 .	January 22, 2026
EXCLUDE YOURSELF	If you ask to be excluded, you will not receive a cash payment or credit monitoring, but you may be able to file your own lawsuit against Defendant, for the same claims. This is the only option that leaves you the potential to file your own lawsuit against Defendant for the claims that are being resolved by the Settlement. To be effective, you must submit a request for exclusion by the deadline.	February 3, 2026
OBJECT	If you do not exclude yourself from the Settlement Class, you may submit an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement.	January 7, 2026

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested Attorneys’ Fees Award and Costs and Service Awards. No Settlement benefits or payments will be provided unless and until the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A federal court authorized this Notice because you have the right to know about the 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 get them.

The United States District Court for the District of Utah is overseeing this class action. The lawsuit is known as *In re Progressive Leasing Breach Litigation*, Case No. 2:23-cv-00783. The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Prog Leasing, LLC is called the “Defendant.”

2. What is this lawsuit about?

This matter is a putative class action (the “Action”) alleging a third-party gained unauthorized access to certain of Defendant’s systems, potentially resulting in access to personal information of putative Class Members. The lawsuit asserts common law claims against Defendant for alleged negligent data security practices and California statutory claims.

Defendant denies any allegation of wrongdoing and denies that Plaintiffs would prevail or be entitled to any relief should this matter proceed to be litigated.

3. Why is the lawsuit a class action?

In a class action, the Class Representatives sue on behalf of all people who are alleged to have similar claims. Together, in the context of a settlement like this one, all these people are called a Settlement Class or Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt-out) from the Settlement Class.

4. Why is there a Settlement?

Plaintiffs and Defendant do not agree about the claims made in this Action. The Action did not go to trial, and the Court did not decide in Plaintiffs’ or Defendant’s favor. Instead, Plaintiffs and Defendant agreed to settle the Action. Plaintiffs and the attorneys for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the Settlement benefits made available under the Settlement, the risks and uncertainty associated with continuing the Action, and the nature of the defenses raised by Defendant.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you are a living individual residing in the United States who was sent a Notice of Data Incident from Prog indicating your Private Information may have been involved in the Data Incident. Defendant previously began providing notice of the Data Incident to Class Members on or about October 23, 2023. If you are not sure whether you are a Settlement Class Member, you may contact the Settlement Administrator at 1-888-453-0434 or by email at PLSettlement@cptgroup.com.

6. Are there exceptions to being included in the Settlement?

Yes, the following are not included in the Settlement Class: (1) Prog, and any entity in which Prog has a controlling interest, and Prog's parents, successors, subsidiaries, affiliates, and assigns; (2) any judge, justice, or judicial officer presiding over this Action, and the members of their immediate families and judicial staff; (3) any persons who have released claims relating to the Action; and (4) all Settlement Class Members who submit a valid Request for Exclusion prior to the close of the Opt-Out Period.

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 www.PLSettlement.com or contact the Settlement Administrator's toll-free number at 1-888-453-0434 or by email at PLSettlement@cptgroup.com.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

Under the Settlement, Defendant will establish a Settlement Fund in the amount of \$3,250,000. These funds will be used to pay for all valid Claims made by Settlement Class Members, Settlement Administration Costs, Attorneys' Fees Award and Costs and Service Awards.

Settlement Class Members that submit a valid and timely Claim Form may select one or more of the following settlement benefits:

- a. Reimbursement for Documented Losses:** All Settlement Class Members who submit a claim for reimbursement for documented losses fairly traceable to the Data Incident, if not already reimbursed through any other source, not to exceed \$5,000 per Settlement Class Member. To receive a documented loss payment, a Settlement Class Member will be required to submit reasonable documentation supporting the losses. If approved Documented Loss claims exceed the remaining Settlement Fund after all fees, costs, and awards are paid, each claim will be reduced proportionally.

Documented Losses may include, without limitation, the following: (i) unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud, falsified tax returns, or other misuse of Class Member's Private Information; (ii) costs incurred on or after September 11, 2023, associated with purchasing or extending additional credit monitoring or identity theft protection services and/or accessing or freezing/unfreezing credit reports with any credit reporting agency; and (iii) other miscellaneous expenses incurred related to any Documented Losses such as notary, fax, postage, copying, mileage, and long-distance telephone charges.

Settlement Class Members who elect to submit a claim for reimbursement for Documented Losses must submit a claim form with signed verification of their contact information, supporting documentation, a brief description of the loss, and confirmation of whether the Settlement Class Member has been reimbursed from another source. Acceptable proof includes receipts or other third-party records of costs incurred; self-prepared documents alone are not sufficient. No reimbursement will be provided for losses already covered by another source, including identity protection or credit monitoring services previously offered.

- b. California Statutory Payment:** In addition to, or in the alternative to, making Claims for Documented Losses, Settlement Class Members who resided in California at the time of the Data Incident may elect to receive a statutory cash payment of up to \$100. Claimants must provide documentation of their residence in California on September 11, 2023. Documentation includes, but is not limited to, utility bills, tax

documents, and pay stubs from September 2023 that reflect the Claimant's name and valid California address. If total approved California Statutory Payment claims exceed the remaining Settlement Fund after all fees, costs, and awards are paid, each claim will be reduced proportionally.

- c. **Residual Cash Payment:** In the alternative to making Claims for Documented Losses and/or a Claim for a California Statutory Payment, Settlement Class Members may elect to receive a Cash Payment of up to \$400. The amount of the payment will be calculated by dividing the funds remaining in the Settlement Fund after payment of approved Claims for Documented Losses, approved claims for Credit Monitoring services, approved Claims for a California Statutory Payment, Settlement Administration Costs, Service Award payments approved by the Court, and Attorneys' Fees Award and Costs awarded by the Court by the number of Settlement Class Members with a Valid Claim, and thus could be less than \$400.

In addition to electing a cash payment, the settlement also provides:

- d. **Credit Monitoring:** All Settlement Class Members may claim (2) two years of three bureau Credit Monitoring services. Credit Monitoring services will include 24 month, 3-bureau credit monitoring with Credit Monitoring & Alerts, CyberScan Dark Web Monitoring, \$1M Reimbursement Insurance, Fully Managed Identity Restoration, Member Advisory Services, Lost Wallet Assistance, and immediate support to class members who elect Credit Monitoring services. These services will be made available to all Settlement Class Members who choose to enroll regardless of whether they submit a claim for Documented Losses, California Statutory Payment or a claim for a Residual Cash Payment under the settlement. Enrollment instructions will be provided following final approval of the settlement.

HOW TO GET BENEFITS FROM THE SETTLEMENT

9. Do I need to submit a claim?

If you would like to receive benefits under the Settlement, you must submit a Claim Form. If you do not want to give up your right to sue Defendant about the Data Incident or the issues raised in this case, you must exclude yourself (or "opt out") from the Settlement Class. See Question 17 below for instructions on how to exclude yourself. If you wish to object to the Settlement, you must (a) remain a Settlement Class Member (*i.e.*, you may not exclude yourself from the Settlement Class by opting out and also object to the Settlement) and (b) submit a written objection. See Question 20 below for instructions on how to submit an objection.

10. How do I get a settlement benefit?

To receive a settlement benefit, you must complete and submit a Claim Form online at www.PLSettlement.com or by mail to *Progressive Leasing Breach Litigation*, P.O. Box 19504, Irvine, CA 92623. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online or by mail postmarked by January 22, 2026. To receive an electronic payment for your valid claim, you must file a claim form online at www.PLSettlement.com.

11. What am I giving up by receiving settlement benefits or remaining in the Settlement Class?

Unless you timely submit a request for exclusion to exclude yourself (opt-out), you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue or be part of any other lawsuit against Defendant and Released Parties about the legal issues in the Action that are released by this Settlement. The specific rights you are giving up are called "Released Claims."

12. What are the Released Claims?

The Settlement Agreement describes the Release in Section XII, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.PLSettlement.com, in the public Court records on file in this Action. You can also request a copy of the Settlement Agreement be mailed to you by calling or writing to the Settlement Administrator. For questions regarding the Releases or Released Claims and what the language in the Settlement Agreement means, you can also contact one of the lawyers listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

13. What happens if my contact information changes after I submit a claim or receive the Notice?

If you change your mailing address or email address after you submit a Claim Form or after you received the Notice, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Progressive Leasing Breach Litigation
c/o CPT Group, Inc.
P.O. Box 19504
Irvine, CA 92623
PLSettlement@cptgroup.com

14. When will I receive my Settlement Benefits?

If you received notice in the mail, or if you file a timely and valid Claim Form, benefits will be provided by the Settlement Administrator approximately 60 days after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.PLSettlement.com or call the Settlement Administrator or the attorneys in Question 15, below, for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed Daniel Srourian of Srourian Law Firm, P.C., 468 N. Camden Dr., Suite 200, Beverly Hills, California 90210 and Tyler J. Bean of Siri & Glimstad LLP, 745 Fifth Avenue, Suite 500 New York, New York 10151 as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in the Action.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees up to one-third of the Settlement Fund, plus reimbursement of costs. They will also ask the Court to approve Service Awards not to exceed \$3,000 to the Class Representatives for their service to the Action. If awarded by the Court, Attorneys' Fees Award and Costs and the Service Awards will be paid out of the Settlement Fund. The Court may award less than these amounts.

A copy of Class Counsel's application for Attorneys' Fee Award and Costs and the Service Awards will be

made available on the settlement website at www.PLSettlement.com before the deadline for submission of objections. You may also request a copy be mailed to you by emailing the Settlement Administrator.

OPTING-OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendant on your own based on the claims raised in the Action 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.

17. How do I get out of the Settlement?

To opt-out of the Settlement, you must mail or email a written notice of intent to opt-out, also referred to as a “Request for Exclusion” in the Settlement Agreement. The written notice must be signed by you, include your name, mailing address, and clearly state that you wish to be excluded from the Settlement. You cannot exclude yourself by telephone or email. The opt-out request must be postmarked and sent to the Settlement Administrator at the following address by February 3, 2026:

Progressive Leasing Breach Litigation
c/o CPT Group, Inc.
P.O. Box 19504
Irvine, CA 92623

18. If I opt-out, can I get anything from the Settlement?

No. If you opt-out, you are telling the Court you do not want to be part of the Settlement. You can only get Settlement benefits if you stay in the Settlement. If you opt-out, do not submit a Claim Form.

19. If I do not opt-out, can I sue the Defendant for the same thing later?

No. Unless you opt-out, you give up any right to sue Defendant and Released Parties for the claims this Settlement resolves and releases relating to the Data Incident. You must opt-out of the Action to start your own lawsuit against the Defendant or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement or requested Attorneys’ Fees Award and Costs and Service Awards. You can also give reasons why you think the Court should not approve the Settlement or Attorneys’ Fees Award and Costs and Service Awards. To object, you must mail timely written notice to the Settlement Administrator as provided below no later than January 7, 2026, stating you object to the Settlement.

The objection must include all the following additional information:

- a. the name of this Action, *In re Progressive Leasing Breach Litigation*, Case No. 2:23-cv-00783;
- b. the objector’s full name, mailing address, telephone number, and email address (if any);
- c. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector’s counsel;

- d. a statement of whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- e. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or application for Attorneys' Fee Award and Costs and the Service Awards;
- f. a statement of whether the objector and/or his/her attorney(s) intend to appear and/or testify at the Final Approval Hearing
- g. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);
- h. the number of times the objector, the objector's counsel and/or counsel's law firm has objected to a class action settlement within the 5 years preceding the date of the objection, the caption of each case in which the objection was made, and a copy of any orders related to or ruling upon the prior objections that were issued by the trial and appellate courts in each listed case; and
- i. the objector's signature (an attorney's signature is not sufficient).

To be timely, written notice of an objection in the appropriate form must be mailed, postmarked by no later than January 7, 2026 to the Court, Class Counsel, Defendant's Counsel and the Settlement Administrator at the following addresses:

COURT	CLASS COUNSEL	DEFENDANT'S COUNSEL	SETTLEMENT ADMINISTRATOR
United States District Court for the District of Utah 351 S. West Temple Room 10.420 Salt Lake City, UT 84101	Daniel Srourian Srourian Law Firm, P.C. 468 N. Camden Drive Suite 200 Beverly Hills, CA 90210 Tyler Bean Siri & Glimstad LLP 745 Fifth Avenue, Suite 500 New York, New York 10151	Lisa Ghannoum Baker & Hostetler LLP 127 Public Square Suite 2000 Cleveland, OH 44114	Progressive Leasing Breach Litigation c/o CPT Group, Inc. P.O. Box 19504 Irvine, CA 92623

Any Settlement Class Member who fails to comply with the requirements for objecting in the Settlement Agreement waives and forfeits any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Action.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about the Settlement or requested Attorneys' Fees Award and Costs and the Service Awards. You can object only if you stay in the Settlement Class (meaning you do not opt-out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt-out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **February 6, 2026 at 10:30 a.m.** before Judge David Barlow at the United States District Court for the District of Utah located at 351 S W Temple St, Salt Lake City, UT 84101.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for their Fees Award and Costs and Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court may also listen to people who have asked to speak at the hearing. You may attend the hearing at your own expense, or you may pay your own lawyer to attend, but it is not necessary.

Note: The date and time of the Final Approval Hearing are subject to change. Any change will be posted at www.PLSettlement.com.

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself (opt-out), you can (but do not have to) participate and speak for yourself in the Action about the Settlement. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 and specifically include a statement whether you and your counsel (if any) will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. 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 benefits. You will give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, or be part of any other lawsuit against Defendant or any of the Released Parties about the legal issues in the Action that are released by the Settlement Agreement.

GETTING MORE INFORMATION

26. 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 www.PLSettlement.com, by calling 1-888-453-0434 or by writing to:

Progressive Leasing Breach Litigation
c/o CPT Group, Inc.
P.O. Box 19504
Irvine, CA 92623
PLSettlement@cptgroup.com

**PLEASE DO NOT CALL THE COURT OR ITS CLERK'S
OFFICE REGARDING THIS NOTICE**