

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

IF YOU PROVIDED PERSONAL IDENTIFIABLE INFORMATION TO SNAP FINANCE LLC AND/OR SNAP RTO LLC, AND RECEIVED A NOTICE IN DECEMBER 2022 STATING THAT YOUR PERSONAL INFORMATION MAY HAVE BEEN IMPACTED IN A DATA INCIDENT, THIS SETTLEMENT MAY AFFECT YOUR RIGHTS AND MAY ENTITLE YOU TO A CASH PAYMENT AND/OR CREDIT MONITORING SERVICES.

*A court has authorized this notice. This is not a solicitation from a lawyer.
Please read this notice carefully and completely.*

- A class action lawsuit captioned *Tracy Tanner v. Snap Finance LLC & Snap RTO LLC*, Case No. 2 :22-cv-007 61-TS-JCB ("Lawsuit"), was filed in the United States District Court for the District of Utah ("Court"), on behalf of all U.S. residents whose personal information may have been impacted in a Snap Finance LLC and/or Snap RTO LLC (collectively, "Snap Finance") data incident that occurred between June 23, 2022, and September 8, 2022 ("Class"). The Lawsuit alleges that Snap Finance acted improperly in securing personal identifiable information ("PII").
- Snap Finance denies any wrongdoing and denies the claims and allegations asserted in the Lawsuit. The Court has not ruled on the merits of the plaintiffs' claims and has made no determination of violations or liability against Snap Finance. The parties nevertheless have agreed to settle the Lawsuit ("Settlement") to avoid the risks and uncertainties of continued litigation.
- You may receive a cash payment and two (2) years of credit monitoring and identity theft protection services if you are a member of the Class and timely submit an approved claim form.
- Your legal rights are affected by whether you act or don't act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	This is the only way to receive a cash payment and/or credit monitoring services. If you submit a Claim Form, you <i>will</i> be bound by the terms of the Settlement.	January 16, 2024
EXCLUDE YOURSELF	You <i>will not</i> receive either a cash payment or credit monitoring services under the Settlement and <i>you will</i> not be bound by the terms of the Settlement. This is the only option that allows you to ever be part of any other lawsuit against Snap Finance about the legal claims in this case.	Postmarked no later December 18, 2023
OBJECT TO THE SETTLEMENT	Write to the Court about why you don't like the Settlement.	Postmarked no later December 18, 2023
DO NOTHING	Get no Settlement benefits. Be bound by the Settlement.	N/A

The Court in charge of this case must still decide whether to grant final approval of the settlement. Payments and vouchers for credit monitoring services will be issued if the Court grants final approval and after appeals, if any, are resolved. Please be patient.

BASIC INFORMATION

1. WHY DID I GET A NOTICE?

Your personal information may have been impacted by a data incident at Snap Finance. The Court determined that you have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to grant final approval of the Settlement. If the Court approves it, and after any objections and appeals are resolved, the benefits will be distributed to eligible claimants in the manner described below.

This notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the District of Utah, and the case is known as *Tracy Tanner v. Snap Finance LLC & Snap RTO LLC*, Case No. 2:22-cv-00761-TS-JCB. The people who sued are called Plaintiffs. Snap Finance is called the Defendant.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiffs allege that between June 23, 2022, and September 8, 2022, unauthorized actors accessed the PII of approximately 61,302 consumers that was stored on Defendants' network. Defendant sent notification letters of the data incident to those consumers in or around December 2022. Starting December 9, 2022, Plaintiffs filed lawsuits claiming that Defendant acted improperly in securing their PII. Those multiple lawsuits have been consolidated into this Lawsuit. Defendant denies that it did anything wrong.

3. WHY IS THIS A CLASS ACTION?

In a class action, one or more people, called Class Representatives (in this case Tracy Tanner, Victor Sanchez, Tameka Montgomery, Sterling Simeon, Monique Grayes, Carolyn Sanders, Nick Peppelaar, and Tara Schulmeister), sue on behalf of people who have similar claims. All these people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The United States District Court for the District of Utah oversees this class action.

4. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of either Plaintiffs or Defendant. Instead, after numerous documents were exchanged and the Court made rulings, both sides agreed to a Settlement. By settling, they avoid the cost and uncertainty of a trial. The Class Representatives and the attorneys think the Settlement is best for everyone.

WHO IS IN THE SETTLEMENT

5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

The Court decided that everyone who fits this description is a Class Member:

U.S. residents who: (i) provided personal identifiable information to Snap Finance LLC and/or Snap RTO LLC; and (ii) received a letter from Snap in December 2022 with notification of the Data Incident.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to establish a settlement fund of \$1,800,000.00. All Class Members who timely submit an approved claim will receive two (2) years of credit monitoring and identity theft protection services. Class Members may also receive a cash payment, as described below.

Plaintiffs' attorneys' may be paid fees of up to 30% of the settlement fund, and up to \$50,000.00 in reimbursement for costs of litigation, from the settlement fund upon Court approval. Up to now, Plaintiffs' attorneys have not been compensated for the time, or reimbursed for the expense, of litigating this lawsuit.

7. WHAT CAN I GET FROM THE SETTLEMENT?

All Class Members who timely submit an approved claim will receive a voucher redeemable for two (2) years of credit monitoring services. Further, Class Members who incurred out-of-pocket expenses related to the data incident and who timely submit an approved claim will also receive a cash payment of up to \$5,000.00.

In addition, all class members may also submit a claim for a Pro Rata cash payment. Lastly, Class Members who are California residents may also receive a cash payment of up to \$200.00 under the California Consumer Protection Act ("CCPA"). The final amount of the CCPA and Pro Rata cash payments will be determined by the number of claims received.

8. HOW CAN I GET A CASH PAYMENT AND/OR CREDIT MONITORING SERVICES?

To receive the benefits described above you must timely submit a valid claim. You may do this by filling out and submitting the Claim Form online at www.SnapFinanceDataSettlement.com or downloading the Claim Form and submitting it by mail. You may also call **833-200-7006** to request that a Claim Form be mailed to you. If you are submitting a paper Claim Form, make sure that *all* fields are completed, including your full name, mailing address, email address, contact phone number, and Unique ID Number provided on the Notice, and that the declaration is signed and dated.

9. WHEN WOULD I GET MY CASH PAYMENT AND/OR VOUCHER FOR CREDIT MONITORING SERVICES?

The Court will hold a hearing on **January 23, 2024** to decide whether to approve the Settlement. If the Court approves the Settlement, there could be appeals afterward, which will take time to resolve. Please be patient.

10. WHAT AM I GIVING UP IF I GET A CASH PAYMENT AND/OR CREDIT MONITORING SERVICES UNDER THIS SETTLEMENT?

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. HOW DO I GET OUT OF THE SETTLEMENT?

To exclude yourself from the Settlement, you must submit a written statement clearly stating that you wish to be excluded from the Settlement reached in *Tracy Tanner v. Snap Finance LLC & Snap RTO LLC*, Case No. 2:22-cv-00761-TS-JCB. The written statement must include your full name, mailing address, and email address, and must be dated and physically signed.

Your written request for exclusion must be mailed and postmarked no later than **December 18, 2023** to:

Snap Finance Data Settlement
Claims Administrator
ATTN: OPT OUT
P.O. Box 25417
Santa Ana, CA 92799

You may also email a scanned copy of your written statement to info@SnapFinanceDataSettlement.com. You can't exclude yourself by telephone. If you ask to be excluded, you should not submit a claim for any benefits provided for in the Settlement, and you cannot object to the Settlement. If you exclude yourself, you will not be legally bound by anything that happens in this Lawsuit. You may be able to sue (or continue to sue) Defendant over these claims in the future.

12. IF I DON'T EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Class to continue your own lawsuit. Remember, the exclusion deadline is **December 18, 2023**.

13. IF I EXCLUDE MYSELF, CAN I GET A CASH PAYMENT AND/OR CREDIT MONITORING SERVICES FROM THIS SETTLEMENT?

No. If you exclude yourself, you cannot receive any of the benefits of this Settlement. However, you may sue, continue to sue, or be part of a different lawsuit against Defendant.

THE LAWYERS REPRESENTING YOU

14. DO I HAVE A LAWYERS IN THIS CASE?

Yes. The Court has appointed William B. Federman of Federman & Sherwood; M. Anderson Berry of Clayeo C. Arnold, APC; and Brian D. Flick of Dann Law, as "Class Counsel" to represent you and other Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for attorneys' fees of up to 30% of the settlement fund, and expenses of up to \$50,000.00. This amount will be paid from the settlement fund. Up to now, Class Counsel have not been compensated for the time, or reimbursed for the expense, of litigating this lawsuit.

Additionally, Class Counsel will ask for a service award of \$2,500.00 each for Plaintiffs Tracy Tanner, Victor Sanchez, Tameka Montgomery, Sterling Simeon, Monique Grayes, Carolyn Sanders, Nick Peppelaar, and Tara Schulmeister, because they are the Plaintiffs who brought this Lawsuit on behalf of all Class Members. Service awards are commonly granted to recognize the efforts of Plaintiffs in bringing and prosecuting lawsuits on behalf of others.

The cost of administering the Settlement will also be paid from the settlement fund.

OBJECTING TO THE SETTLEMENT

16. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?

You can tell the Court that you don't agree with the Settlement, or some part of it. This is called an "objection." You can give the reasons why you think the Court should not approve the Settlement. The Court will consider your views.

To object, you must send a letter stating that you object to the proposed Settlement in *Tracy Tanner v. Snap Finance LLC & Snap RTO LLC*, Case No. 2:22-cv-00761-TS-JCB. Be sure to include your full name, mailing address, the specific reasons you object to the Settlement, and any legal support for the objection. You must also provide proof that you are a member of Class, as defined above in question 5. If you have an attorney representing you in connection with this objection, identify who the attorney is, and whether they intend to appear at the Final Approval hearing. Make sure to sign and date your objection.

The objection must be postmarked no later than **December 18, 2023**, and sent to all three of the following:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Senior Judge Ted Steward Orrin G. Hatch U.S. Courthouse 351 S.W. Temple St., Room 10.320 Salt Lake City, Utah 84101	William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120	Christopher G. Dean McDonald Hopkins LLC 600 Superior Ave. E., Ste. 2100 Cleveland, OH 44114

17. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

18. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing on **January 23, 2024 at 11:00am**, at Orrin G. Hatch United States Courthouse, 351 South West Temple Street, Room 8.300, Salt Lake City, Utah 84101. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel, and whether to grant the requests for service awards. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense if you choose. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in Tracy Tanner v. Snap Finance LLC & Snap RTO LLC, Case No. 2:22-cv-00761-TS-JCB." You may include this notice in your written objection. Be sure to include your name and mailing address, and sign your letter. Your Notice of Intention to Appear must be postmarked no later than **December 18, 2023**, and be sent to:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Senior Judge Ted Steward Orrin G. Hatch U.S. Courthouse 351 S.W. Temple St., Room 10.320 Salt Lake City, Utah 84101	William B. Federman Federman & Sherwood 10205 N. Pennsylvania Ave. Oklahoma City, OK 73120	Christopher G. Dean McDonald Hopkins LLC 600 Superior Ave. E., Ste. 2100 Cleveland, OH 44114

IF YOU DO NOTHING

21. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do not exclude yourself and do nothing, you will not receive any of the benefits of the Settlement, and will still be bound by the terms of the Settlement.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

This notice summarizes the proposed Settlement. Full details are in the Settlement Agreement and other documents available on the Settlement website at www.SnapFinanceDataSettlement.com. You may also contact the Claims Administrator at **833-200-7006**.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT, THE DEFENDANT, OR THE DEFENDANT'S LAWYERS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.