

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
UNITED STATES DISTRICT COURT, DISTRICT OF SOUTH CAROLINA**

***Hernandez et al. v. Purpose Financial, Inc. f/k/a Advance America
Cash Advance Centers, Inc., et al., No. 7:23-CV-04256-JDA***

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

**If You Were Subject to Purpose Financial's Data Incident and
Previously Received a Notice Letter Notifying You of the Data Incident,
You Could be Eligible for a Payment from a Class Action Settlement**

- You may be eligible to receive a payment from a proposed \$7,750,000 non-reversionary class action settlement (the "Settlement Fund").
- The class action lawsuit concerns a data incident that occurred on or about February 7, 2023 (the "Data Incident") involving Purpose Financial, Inc. f/k/a Advance America Cash Advance Centers, Inc., and its nine subsidiary companies¹ (collectively, "Defendants" or "Purpose Financial") in which it was determined that an unauthorized third party may have gained access to its corporate network and, specifically to files containing the names in conjunction with Social Security numbers ("Private Information") of certain consumers. Purpose Financial denies any wrongdoing and denies that it has any liability but has agreed to settle the lawsuit on a class wide basis.
- To be eligible to make a claim for benefits under the Settlement, you must have received a notice letter of the Data Incident that occurred in February 2023, and your name and Social Security number must appear in Purpose Financial's impacted files.
- Eligible claimants under the Settlement Agreement will be eligible to receive one, two and/or three of the following Settlement benefits:
 - ❖ **Out-of-Pocket Losses:** Reimbursement for the actual amount of unreimbursed out-of-pocket losses or expenses up to \$5,000, with supporting documentation of the monetary losses or expenses; and/or
 - ❖ **Pro Rata Cash Payment:** approximate \$50 cash payment from the Settlement Fund that will be increased or decreased pro rata depending on the amount remaining in the Settlement Fund after allocation of the Settlement Fund for reimbursement of documented Out-of-Pocket Losses, California Resident Cash Payments, attorneys' fees and expenses, service awards, and Notice and Administrative Expenses; and/or

¹ Advance America, Cash Advance Centers of California, LLC; Advance America, Cash Advance Centers of Florida, LLC; Advance America, Cash Advance Centers of Indiana, Inc.; Advance America, Cash Advance Centers of Kentucky; ACSO of Michigan, Inc.; Advance America, Cash Advance Centers of Mississippi, LLC; Advance America, Cash Centers of Nevada, Inc.; Advance America, Cash Advance Centers of Ohio, Inc.; and Advance America, Cash Advance Centers of Tennessee, Inc.

- ❖ **California Resident Cash Payment:** additional approximate \$50 cash payment from the Settlement fund that may be decreased pro rata depending on the amount remaining in the Settlement Fund after allocation for reimbursement of documented Out-of-Pocket Losses, attorneys' fees and expenses, service awards, and Notice and Administrative Expenses.

- For more information or to submit a claim visit www.PurposeFinancialSettlement.com or call (833) 417-4921 **Monday through Saturday, between 9 a.m. and 5 p.m. E.T.**
- Please read this notice carefully. Your legal rights will be affected, and you have a choice to make at this time.

| | Summary of Legal Rights | Deadline(s) |
|--|--|---|
| Submit a Claim Form | The only way to receive payment. | Submitted Online or Postmarked on or before February 2, 2026 |
| Exclude Yourself by Opting Out of the Class | Receive no payment. This is the only option that allows you to keep your right to bring any other lawsuit against Defendants for the same claims if you are a Settlement Class Member. | Submitted Online or Postmarked on or before January 2, 2026 |
| Object to the Settlement and/or Attend the Fairness Hearing | You can write the Court about why you agree or disagree with the Settlement. The Court cannot order a different Settlement. You can also ask to speak to the Court at the Final Approval Hearing on March 17, 2026 about the fairness of the Settlement, with or without your own attorney. | Received on or before January 2, 2026 |
| Do Nothing | Receive no payment. Give up rights if you are a Settlement Class Member. | No Deadline. |

- Your rights and options as a Settlement Class Member – **and the deadlines to exercise your rights** – are explained in this notice.
- The Court still will have to decide whether to approve the Settlement. Payments to Settlement Class Members who make an Approved Claim will be made if the Court approves the Settlement and after any possible appeals are resolved.

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BASIC INFORMATION

1. Why is there a notice?

The Court authorized this notice because you have a right to know about the Settlement, and all of your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the nature of the lawsuit that is the subject of the Settlement, the general terms of the Settlement, and your legal rights and options.

United States District Court Judge Jacquelyn D. Austin of the District of South Carolina is overseeing this case captioned as *Hernandez, et al. v. Purpose Financial, Inc. f/k/a Advance America Cash Advance Centers, Inc., et al.*, No. 7:23-CV-04256-JDA. The people who brought the lawsuit are called the Plaintiffs, Heather McCreedy, Scott Gibson, Kathryn Rohrer, Latoya Lindsey, Michael Smelley, Robert Durham, Stacy Lowe, Stephanie Jennings, Tirance Kennedy, Brian James, Brooke Pennington, Charles Lee Carlisle, Connie Montalvo, Don Shilling, David Turben, Dana Jones, Jose Garcia, Joseph Dodson, Howard R. Herships, John R. Wilkinson III, Jamila Hunter, Eric Speach, Juan Sanchez, Crystal Hernandez, Salvador Flores Hernandez, Kevin Ferguson, and Steven Smith. The entities being sued, Purpose Financial, Inc. f/k/a Advance America Cash Advance Centers, Inc., and its nine subsidiary companies, Advance America, Cash Advance Centers of California, LLC; Advance America, Cash Advance Centers of Florida, LLC; Advance America, Cash Advance Centers of Indiana, Inc.; Advance America, Cash Advance Centers of Kentucky, Inc.; ACSO of Michigan, Inc.; Advance America, Cash Advance Centers of Mississippi, LLC; Advance America, Cash Centers of Nevada, Inc.; Advance America, Cash Advance Centers of Ohio, Inc.; and Advance America, Cash Advance Centers of Tennessee, Inc., are called the Defendants.

2. What is this lawsuit about?

The lawsuit claims that Defendants were responsible for the Data Incident and asserts claims such as: negligence; breach of implied contract; unjust enrichment; violations of the California Consumer Privacy Act, violations of the California Unfair Competition Law, violations of the Tennessee Consumer Protection Act, violations of the Florida Deceptive and Unfair Trade Practices Act, violations of the Michigan Identity Theft Protection Act, violations of the Indiana Deceptive Consumer Sales Act, and declaratory judgement and injunctive relief.

Defendants deny these claims and say they did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendants have any liability for these claims or did anything wrong.

3. Why is this lawsuit a class action?

In a class action, one or more people called class representatives or representative plaintiffs sue on behalf of all people who have similar claims. Together, all of these people are called a class, and the individuals are called class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides agreed to the Settlement. The Settlement avoids the cost and risk of a trial and related appeals, while providing benefits to members of the Settlement Class (“Settlement Class Members”). The Plaintiffs appointed to represent the Settlement Class and the attorneys for the Settlement Class (“Class Counsel,” see Question 18) think the Settlement is best for all Settlement Class Members.

WHO IS IN THE SETTLEMENT?

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

You are affected by the Settlement and potentially a member of the Settlement Class if you reside in the United States and your Private Information was accessed or acquired, or potentially accessed or acquired, as a result of the Data Incident, including if you were mailed a notification regarding the Data Incident by or on behalf of Purpose Financial.

Settlement Class Members are only those persons whose name in conjunction with their Social Security number (together, “Private Information”) appeared in Defendants’ files impacted by the Data Incident.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are (1) the judge presiding over this Action, and members of the presiding judge’s direct family; (2) the Defendants, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or its parents have a controlling interest and their current or former officers and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call **1- (833) 417-4921** with questions. You may also write with questions to:

**Purpose Financial Data Incident
c/o Simpluris, Inc.
P.O. Box 25226
Santa Ana, CA 92799**

THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

The Settlement provides that Defendants will create a settlement fund of \$7,750,000, to be used

for payments on Approved Claims, of: (a) up to \$5,000 for reimbursement of your documented Out-of-Pocket Losses reasonably traceable to the Data Incident; (b) *Pro Rata* Cash Payments of approximately \$50, subject to adjustment as set forth below, and (c) Settlement Class Members who were living in California at the time of the Data Incident (California Subclass Members) may claim an additional pro rata \$50 California Resident Cash Payment.

The \$50 *Pro Rata* Cash Payment and \$50 California Resident Cash Payment will be dispersed after the distribution of attorneys' fees, Class Counsel's litigation expenses, Notice and Administrative Expenses, Service Awards, and Approved Claims for Out-of-Pocket Losses. The other Settlement benefits are also subject to pro rata reduction as needed in the event that the total claims exceed the \$7,750,000 cap on payments to be made by Defendants, and Pro Rata Cash Payments may also be increased on a pro rata basis until the Settlement Fund is distributed. Payment of (1) attorneys' fees, costs, and expenses, and service awards (see Question 19) and (2) the costs of notifying potential members of the Settlement Class and administering the Settlement will also be paid out of the Settlement Fund.

8. What payments are available under the Settlement?

Settlement Class Members who submit a claim are eligible to receive one or more of the following benefits:

- a) Reimbursement of actual, documented, unreimbursed Out-of-Pocket Losses resulting from the Data Incident (up to \$5,000 each), such as the following incurred on or after February 7, 2023: unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' 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 the Data Incident through the date of claim submission; and/or miscellaneous expenses such as notary, fax, postage, copying, mileage, and long-distance telephone charges, as well as any other expenses that are reasonably attributable to the Data Incident that were not reimbursed; and/or
- b) A *Pro Rata* Cash Payment, which is estimated to be \$50 but may be adjusted upward or downward pro rata based on how many other Approved Claims are made; and/or
- c) A cash payment for Settlement Class Members who were living in California at the time of the Data Incident (Feb. 2023), which is estimated to be \$50, and which may also be adjusted downward pro rata based on how many other Approved Claims for Out-of-Pocket Losses and California Resident Claims are made.

HOW DO YOU SUBMIT A CLAIM?

9. How do I get a benefit?

To receive a benefit under the Settlement, you must complete and submit a claim for that benefit (a "Claim"). Every Claim must be made on a form ("Claim Form") available at **www.PurposeFinancialSettlement.com** or you can receive a Claim Form by mail by calling **1-(833) 417-4921**. Read the instructions carefully, fill out the Claim Form, provide any required documentation, and submit it according to the instructions on the Claim Form.

10. How will claims be decided?

The Settlement Administrator will decide whether and to what extent any Claim made on each Claim Form is valid. The Settlement Administrator may require additional information. If you do not provide the additional information in a timely manner then the Claim will be considered invalid and will not be approved or paid.

11. When will I get my payment?

The Court will hold a Final Approval Hearing on **March 17, 2026, at 10:00 a.m.** to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals from that decision and resolving those can take time, perhaps more than a year. It also takes time for all the Claim Forms to be processed. Please be patient.

WHAT DO DEFENDANTS GET?

12. What am I giving up as part of the Settlement?

The Defendants get a release from all claims covered by this Settlement. Thus, if the Settlement becomes final and you do not exclude yourself from the Settlement, you will be a Settlement Class Member and you will give up your right to sue Defendants and other persons (“Released Parties”) as to all claims (“Released Claims”) arising out of or relating to the Data Incident. This release is described in the Settlement Agreement, which is available at **www.PurposeFinancialSettlement.com**. If you have any questions you can talk to the law firms listed in Question 18 for free or you can talk to your own lawyer.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to be part of this Settlement, then you must take steps to exclude yourself from the Settlement Class. This is sometimes referred to as “opting out” of the Settlement Class.

13. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you will not be entitled to receive any benefits from the Settlement, but you will not be bound by any judgment in this case.

14. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants (and any other Released Parties) 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 want to exclude yourself, then do not submit a Claim Form asking for any benefit under the Settlement.

15. How do I exclude myself from the Settlement?

To exclude yourself, send a letter that says you want to be excluded or opt-out from the Settlement in *Hernandez, et al. v. Purpose Financial, Inc. f/k/a Advance America Cash Advance Centers, Inc., et al.*, No. 7:23-CV-04256-JDA (D.S.C.). The letter must: (1) state your full name, current address, and telephone number; (2) provide the last four digits of your Social Security number; (3) contain your personal and original signature or the original signature of a person authorized by law to act on your behalf; and (4) state unequivocally your intent to be excluded from the Settlement. You must

mail your exclusion request postmarked by **January 2, 2026**, to:

**Purpose Financial Data Incident
c/o Simpluris, Inc.
Attn: Exclusion Request
P.O. Box 25226
Santa Ana, CA 92799**

Requests for Exclusion must be submitted individually and cannot be made on behalf of a group of Settlement Class Members.

OBJECTING TO THE SETTLEMENT

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

You can tell the Court that you do not agree with the Settlement or some part of it by objecting to the Settlement. The Court will consider your views in its decision on whether to approve the Settlement. The Court can only approve or deny the Settlement and cannot change its terms. To object, you must mail your objection to the Clerk of the Court and the Settlement Administrator, at the mailing addresses listed below, postmarked by **no later** than the Objection Deadline, **January 2, 2026**:

| Court | Settlement Administrator |
|---|--|
| Clerk of the Court Carroll A. Campbell, Jr. U.S. Courthouse 250 East North Street Greenville, SC 29601 | Purpose Financial Data Incident c/o Simpluris, Inc. Attn: Objection Request P.O. Box 25226 Santa Ana, CA 92799 |

Your objection must be written and must include all of the following: (1) the name of the proceedings; (2) the Settlement Class Member's full name, current mailing address, and telephone number; (3) last four digits of Social Security number to confirm a member of the Settlement Class (last 4 of SSN may be redacted from public filings); (4) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (5) the identity of any attorneys representing the objector; (6) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (7) a statement identifying all class action settlements objected to by the Settlement Class Member in the previous five (5) years; and (8) the signature of the Settlement Class Member or the Settlement Class Member's attorney. Objections must be submitted individually and cannot be made on behalf of a group of Settlement Class Members.

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like the Settlement and why you do not think it should be approved. You can object only if you are a Settlement Class Member. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class and do not want to receive any payment from the Settlement. If you exclude yourself, then you have no basis to object because you are no longer a member of the Settlement Class and the case no longer affects you. If you

submit both a valid objection and a valid request to be excluded, you will be deemed to have only submitted the request to be excluded.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court appointed Patrick A. Barthle II of Morgan & Morgan Complex Litigation Group; Terence R. Coates of Markovits Stock & DeMarco, LLC; and Gary M. Klinger of Milberg Bryson Phillips Grossman PLLC as Class Counsel to represent the Settlement Class. If you want to be represented by your own lawyer, then you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will ask the Court for an award for attorneys' fees up to \$2,583,333.33, plus litigation expenses not to exceed \$75,000. This payment for any attorneys' fees and expenses to Class Counsel will be made out of the Settlement Fund. Any such award would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement and will be the only payment to them for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. Class Counsel will also request a Service Award of up to \$3,000 for each named Plaintiff. The Court will determine the proper amount of any attorneys' fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Class Representative. The Court may award less than the amounts requested.

Class Counsel's papers in support of final approval of the Settlement will be filed no later than **January 20, 2026**, and their application for attorneys' fees, costs, and expenses will be filed no later than **December 18, 2025**, and will be posted on the settlement website.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at **10:00am ET on March 17, 2026**, at the Carroll A. Campbell Jr. U.S. Courthouse, 250 East North Street, Greenville, South Carolina 29601, Courtroom #6200 or by remote or virtual means as ordered by the Court. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely and valid objections, then the Court will consider them and will listen to people who have asked to speak at the hearing if such a request has been properly made. The Court will also rule on the request for an award of attorneys' fees and reasonable costs and expenses. After the hearing the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The hearing may be moved to a different date or time without additional notice, so Class Counsel recommend checking **www.PurposeFinancialSettlement.com** or calling **1- (833) 417-4921**.

21. Do I have to attend the hearing?

No. Class Counsel will present the Settlement Agreement to the Court. You or your own lawyer are welcome to attend at your expense, but you are not required to do so. If you send an objection, you do not have to visit the Court to talk about it. As long as you filed your written objection on time with the Court and mailed it according to the instructions provided in Question 16, the Court will consider it.

22. 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 file an objection according to the instructions in Question 16, including all the information required. Your objection must be **mailed** to the Clerk of the Court and Settlement Administrator postmarked no later than **January 2, 2026**.

IF YOU DO NOTHING

23. What happens if I do nothing?

If you do nothing you will not get any money from this Settlement. If the Settlement is granted final approval and the judgment becomes final, then Settlement Class Members will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the other Released Parties based on any of the Released Claims related to the Data Incident, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement itself. A copy of the Settlement Agreement is available at **www.PurposeFinancialSettlement.com**. You may also call the Settlement Administrator with questions or to receive a Claim Form at **(833) 417-4921**.

This Notice is approved by the United States District Court for the District of South Carolina. **DO NOT CONTACT THE COURT DIRECTLY IF YOU HAVE QUESTIONS ABOUT THE SETTLEMENT**. Please contact the Settlement Administrator or Class Counsel if you have any questions about the Settlement.