

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

*In re Pawn America Consumer Data Breach Litig., No. 21-cv-02554*

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

**If you resided in the United States at the time of the September 2021 data incident involving Pawn America Minnesota, LLC, Payday America, Inc., and PAL Card Minnesota, LLC (collectively, “Pawn America”), and your Private Information was potentially compromised, you could be eligible for a payment from a class action settlement, including if you received notice from Pawn America about the data incident.**

- You may be eligible to receive a payment from a proposed \$3,185,000 non-reversionary class action settlement (the “Settlement Fund”).<sup>1</sup>
- The class action lawsuit concerns a data incident experienced by Pawn America in September 2021 (the “Data Incident”). An unauthorized third party gained access to certain Pawn America files containing customers’ names, Social Security numbers, driver’s license numbers, passport numbers, government identification numbers, dates of birth, and financial account information (collectively referred to in this Settlement as “Private Information”). Pawn America sent a notification in October 2021 to persons whose Private Information may have been accessed during the Data Incident.
- Pawn America denies any wrongdoing and denies that it has any liability but has agreed to settle the lawsuit through this Settlement to avoid further cost and uncertainty.
- Persons whose Private Information was potentially accessed or compromised as a result of the Data Incident are referred to in this Notice as “Settlement Class Members.”
- Settlement Class Members may be eligible to receive one or more of the following Settlement Payments by submitting a Valid Claim:
  - ❖ **Documented Loss Payment:** Up to **\$5,000** for documented out-of-pocket expenses or other losses reasonably traceable to the Data Incident. Proof of loss is required. This payment may be increased or decreased proportionally depending on the Total Amount of Valid Claims.
  - ❖ **Classwide Cash Payment:** A cash payment initially valued at **\$30** available to all Settlement Class Members who submit a Valid Claim. No other documentation is required. This payment may be increased or decreased proportionally depending on the Total Amount of Valid Claims.
  - ❖ **California Cash Payment:** A cash payment initially valued at **\$50** for Settlement Class Members who lived in California in September or October of 2021 and who submit a Valid Claim. No documentation is required. This payment may be increased or decreased proportionally depending on the Total Amount of Valid Claims.

To receive any Settlement Payment, you must submit a Valid Claim by July 6, 2026. The Claim Form deadline will be listed later in this Notice and posted on the Settlement Website at [www.pawnamericasettlement.com](http://www.pawnamericasettlement.com). No documentation is required.

- For more information or to submit a claim, visit **[www.pawnamericasettlement.com](http://www.pawnamericasettlement.com)**, or call 1-888-266-7074 Monday through Saturday, between 8:30 a.m. and 5:00 p.m. CT.
- **Please read this Notice carefully. Your legal rights will be affected, and you have choices to make.**

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<sup>1</sup> All capitalized terms in this Notice have the same meaning as those defined in the Settlement Agreement, found at [www.pawnamericasettlement.com](http://www.pawnamericasettlement.com).

	<b>Summary of Legal Rights</b>	<b>Deadline(s)</b>
<b>Submit a Claim Form</b>	The only way to receive a Settlement Payment.	Submitted online or Postmarked on or before <b>July 6, 2026</b>
<b>Exclude Yourself (Opt Out)</b>	You will not receive a Settlement Payment. This is the only option that allows you to keep your right to bring your own lawsuit later about the Released Claims (as defined in the Settlement Agreement).	Postmarked on or before <b>June 5, 2026</b>
<b>Object to the Settlement or Attend the Final Approval Hearing</b>	If you do not exclude yourself, you may write to the Court about why you support or oppose the Settlement. The Court cannot order a different Settlement. You may also ask to speak at the Final Approval Hearing, with or without a lawyer.	Received on or before <b>June 5, 2026</b>
<b>Do Nothing</b>	You will not receive a Settlement Payment. You will still be bound by the Court’s judgment and will give up your right to sue about the Released Claims.	No action required

- Your rights and options as a Settlement Class Member—and the deadlines to exercise your rights—are explained in this Notice.
- Settlement Payments will be made only after the Court approves the Settlement and after any appeals are resolved.

**What This Notice Contains**

**Basic Information**..... 2

**Who is included in the Settlement?** ..... 3

**The Settlement Benefits—What You Get if You Submit a Valid Claim**..... 3

**How do You Submit a Claim?** ..... 4

**What Do Defendants Get?**..... 5

**Excluding Yourself from the Settlement**..... 5

**Objecting to the Settlement**..... 5

**The Lawyers Representing You**..... 6

**The Court’s Final Approval Hearing** ..... 6

**If You Do Nothing**..... 6

**Getting More Information**..... 6

**BASIC INFORMATION**

The Court authorized this Notice because you have a right to know about the proposed Settlement and your options before the Court decides whether to grant final approval. 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.

The Honorable Patrick J. Schiltz of the United States District Court for the District of Minnesota is the judge presiding over the case captioned: *In re Pawn America Consumer Data Breach Litigation*, Case No. 21-cv-02554. The individuals who brought the lawsuit, Melissa Thomas, Randell Huff, Megan Murillo, Monique Derr, and Paola Manzo, are called the Plaintiffs or Class Representatives. The entities being sued, Pawn America Minnesota, LLC, Payday America, Inc., and PAL Card Minnesota, LLC (collectively referred to herein as “Pawn America”) are called the Defendants.

The lawsuit alleges that Defendants were responsible for the Data Incident and that Plaintiffs were injured as a result of the Data Incident.

Defendants deny all wrongdoing and deny that they are liable for the claims. No court has made any judgment or other determination that Defendants have any liability or did anything wrong.

In a class action, one or more people called class representatives sue on behalf of other 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 decide to exclude themselves from the class.

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 Class (“Settlement Class Members”). The Class Representatives and the attorneys appointed to represent the Class (“Class Counsel”) believe the Settlement is in the best interest of all Settlement Class Members.

## WHO IS INCLUDED IN THE SETTLEMENT?

You are a member of the Settlement Class if you resided in the United States at the time of the September 2021 Data Incident and your Private Information was potentially compromised as a result of the Data Incident, including if you received notification of the Data Incident from Pawn America.

Only Settlement Class Members are eligible to receive benefits under the Settlement. Specifically excluded from the Settlement Class are: (1) the judge presiding over the class action lawsuit and his immediate family members and court staff; (2) directors and officers of Defendants; and (3) Settlement Class Members who submit a valid Request for Exclusion (also called “opting out”) prior to the Opt-Out Deadline.

If you are not sure whether you are included in the Settlement, you may call 1-888-266-7074 with questions. You may also write with questions to:

*Pawn America Data Breach Litigation* Settlement Administrator  
P.O. Box 301132  
Los Angeles, CA 90030-1132

[www.pawnamericasettlement.com](http://www.pawnamericasettlement.com)

## THE SETTLEMENT BENEFITS – WHAT YOU GET IF YOU SUBMIT A VALID CLAIM

The Settlement provides that Defendants will pay \$3,185,000 into a non-reversionary Settlement Fund. The Settlement Fund will be used to pay: (1) Court-approved attorneys’ fees (up to \$1,061,666.67) and litigation expenses (up to \$50,000); (2) Court-approved Service Awards to the Class Representatives (up to \$20,000 total); (3) Settlement Administration Costs; and (4) Settlement Payments to Settlement Class Members who submit Valid Claims.

After attorneys’ fees, expenses, Service Awards, and Settlement Administration Costs are paid, the remainder of the Settlement Fund is the Distribution Pool. The Settlement Administrator will determine whether each claim is a Valid Claim.

Settlement Class Members who submit a Valid Claim may receive one or more of the following Settlement Payments:

### **1. Documented Loss Payment (up to \$5,000)**

A Documented Loss Payment reimburses out-of-pocket expenses or other losses reasonably traceable to the Data Incident. These payments cannot exceed your actual documented losses or \$5,000, whichever is lower, and may be decreased if the Total Amount of Valid Claims exceeds the Distribution Pool. Claims for a Documented Loss Payment must be supported by third-party documentation (such as receipts, account statements, or similar records). “Self-prepared” documents (such as handwritten receipts) may supplement but will not alone be sufficient.

Examples of documented losses include unreimbursed fraudulent charges or identity theft losses; instances of verified fraud, such as fraudulent bank or credit card charges, fraudulent tax filings, or fraudulent opening or closing of bank or credit accounts, unemployment filings, or other fraudulent actions taken using the Settlement Class Member’s information resulting from the Data Incident; professional fees (*e.g.*, attorneys, accountants, credit-repair services); costs to freeze or unfreeze credit; credit-monitoring costs incurred after the Data Incident; transportation or parking expenses for trips to a financial institution; miscellaneous expenses such as postage, copying, mileage, or long-distance telephone charges; and other expenses reasonably attributable to the Data Incident and not reimbursed elsewhere.

### **2. Classwide Cash Payment (initially valued at \$30)**

All Settlement Class Members may request a Classwide Cash Payment by submitting a Valid Claim. No other documentation is required. This payment may be increased or decreased proportionally depending on the Total Amount of Valid Claims.

### **3. California Cash Payment (initially valued at \$50)**

Settlement Class Members who lived in California in September or October of 2021 may request an additional California Cash Payment by submitting a Valid Claim. No other documentation is required. This payment may be increased or decreased proportionally depending on the Total Amount of Valid Claims.

### **Proportional Adjustment**

If the Distribution Pool is less than the Total Amount of Valid Claims, then all Valid Claims will be adjusted proportionally downward—that is, the amount payable on each Valid Claim will be multiplied by the ratio of the Distribution Pool to the Total Amount of Valid Claims.

By way of example: if the Distribution Pool available to Settlement Class Members with Valid Claims equals \$1,350,000, and the Total Amount of Valid Claims equals \$1,500,000, then the ratio of the Distribution Pool to the Total Amount of Valid Claims equals 0.90. This means that the Distribution Pool covers 90% of the Total Amount of Valid Claims, and all such amounts will therefore be multiplied by 0.90. Under this example: (i) a Valid Claim for a Documented Loss Payment approved at \$1,000 would be paid \$900; (ii) a Valid Claim for the California Cash Payment (nominally \$50) would be paid \$45; and (iii) a Valid Claim for the Classwide Cash Payment (nominally \$30) would be paid \$27.

However, if the Distribution Pool exceeds the Total Amount of Valid Claims, then all Valid Claims other than Valid Claims for a Documented Loss Payment will be adjusted proportionally upward—that is, the amount payable on each of those Valid Claims will be multiplied by the ratio of the Distribution Pool to the Total Amount of Valid Claims. Valid Claims for a Documented Loss Payment will be paid at their approved amounts (up to \$5,000) and will not increase.

By way of example: if the Distribution Pool available to Settlement Class Members with Valid Claims equals \$1,350,000, and the Total Amount of Valid Claims equals \$1,200,000, then the ratio of the Distribution Pool to the Total Amount of Valid Claims equals 1.125 (or 112.5%). This means the Distribution Pool exceeds the Total Amount of Valid Claims by 12.5%, and all such amounts (other than Valid Claims for a Documented Loss Payment) will therefore be multiplied by 1.125. Under this example: (i) a Valid Claim for the California Cash Payment (nominally \$50) would be paid \$56.25; (ii) a Valid Claim for the Classwide Cash Payment (nominally \$30) would be paid \$33.75; and (iii) a Valid Claim for a Documented Loss Payment approved at \$1,000 (or at the \$5,000 cap) would be paid \$1,000 (or \$5,000), with no upward adjustment.

After all Settlement Payments have been issued and the deadline to redeem them has expired, any remaining Residual Funds may be redistributed among Settlement Class Members who redeemed their payments; or, if redistribution is not economically feasible, donated to a Court-approved nonprofit organization that promotes consumer privacy or data security.

### HOW DO YOU SUBMIT A CLAIM?

To receive a Settlement Payment, you must submit a Valid Claim by the deadline. You may obtain and submit a Claim Form in any of the following ways: (1) Online at [www.pawamericasettlement.com](http://www.pawamericasettlement.com), where you can complete the Claim Form and upload any required documentation; (2) By mail, using the short Claim Form included with the Postcard Notice or the Claim Form downloadable from the Settlement Website (Claims for Documented Loss Payments **cannot** be submitted via Postcard Notice); or (3) By requesting the Claim Form from the Settlement Administrator:

*Pawn America Consumer Data Breach Litigation* Settlement Administrator  
P.O. Box 301132  
Los Angeles, CA 90030-1132

Your Claim Form must be submitted online or postmarked no later than July 6, 2026.

You may request one or more types of Settlement Payments. No documentation other than a valid Claim Form is required for the Classwide Cash Payment or, if eligible, the California Cash Payment. If you wish to submit a claim for a Documented Loss Payment, you must provide receipts or other third-party documents supporting your losses. Self-prepared documents may supplement but not replace third-party documentation.

The Settlement Administrator may contact you if additional information is needed. If you do not provide requested information, your claim will be treated only as a claim for a Classwide Cash Payment (and California Cash Payment if applicable).

If your contact information changes after submitting your Claim Form, please provide written notification to the Settlement Administrator as soon as possible to ensure you receive any payment you may be eligible for.

For questions or help submitting a claim, you may call 1-888-266-7074 or visit [www.pawamericasettlement.com](http://www.pawamericasettlement.com).

Payments will not be made until after the Effective Date of the Settlement. The Effective Date occurs only after the Court grants Final Approval and any appeals are resolved. The Court will hold a Final Approval Hearing on **September 9th, 2026, at 8:30 a.m. CT**. The hearing date or time may change without additional notice, so please check the Settlement Website for updates. Please be patient since this process can take time.

## WHAT DO DEFENDANTS GET?

If the Court grants Final Approval and the Settlement becomes final, Defendants and other Released Parties will receive a release of the Released Claims. This means that if you do not exclude yourself (opt out), you will give up your right to sue or continue to sue Defendants and the Released Parties for any claims arising out of or relating to the Data Incident that were or could have been brought in the lawsuit.

The full scope of the release and the definitions of Released Claims and Released Parties are contained in the Settlement Agreement, which is available on the Settlement Website at [www.pawnamericasettlement.com](http://www.pawnamericasettlement.com).

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you decide that you do not want to be part of this Settlement, you must take steps to exclude yourself—this is also called “opting out.” If you exclude yourself, you will not receive any money from the Settlement, and you will not be legally bound by the Court’s orders or by the release of claims. This means you keep your right to sue Pawn America on your own for claims related to the Data Incident.

You should exclude yourself if you want to bring your own lawsuit or join another lawsuit about the issues in this case. If you choose to exclude yourself, do not submit a Claim Form.

To exclude yourself, you must send a written Request for Exclusion that: (1) Includes your name, mailing address, telephone number, and email address (if you have one); (2) States clearly that you want to be excluded from the Settlement, for example: “I request to be excluded from the Settlement in *In re Pawn America Consumer Data Breach Litigation*, Case No. 21-cv-02554”; and (3) Is signed by you personally.

You must mail your Request for Exclusion so it is postmarked no later than June 5th, 2026. Send it to:

*Pawn America Consumer Data Breach Litigation* Settlement Administrator  
Attn: Requests for Exclusion  
P.O. Box 301132  
Los Angeles, CA 90030-1132

You may confirm the deadline or download a template Request for Exclusion at [www.pawnamericasettlement.com](http://www.pawnamericasettlement.com).

## OBJECTING TO THE SETTLEMENT

If you do not exclude yourself from the Settlement, you may write to the Court to explain why you oppose (or support) the Settlement. This is called objecting. The Court will consider your views when deciding whether to approve the Settlement. The Court cannot change the Settlement’s terms; it can only approve or deny the Settlement.

To object, you must mail a written objection to both the Clerk of Court and the Settlement Administrator at the addresses listed below. Your objection must be postmarked by June 5th, 2026:

<b>Court</b>	<b>Settlement Administrator</b>
Office of the Clerk Diana E. Murphy United States Courthouse 300 South Fourth Street Suite 202 Minneapolis, MN 55415	<i>Pawn America Consumer Data Breach Litigation</i> Settlement Administrator P.O. Box 301132 Los Angeles, CA 90030-1132

Your objection must include: your name, mailing address, telephone number, and email address (if available); a statement of all reasons for your objection and any legal support you know of; the identity of any attorneys who represent or have represented you in connection with the objection; whether any such attorney intends to appear at the Final Approval Hearing; a list of any other class action settlement objections you or your counsel have submitted; a list of any witnesses you may call at the Final Approval Hearing; a statement indicating whether you intend to appear at the Final Approval Hearing; and your personal signature; an attorney’s signature alone is not sufficient.

Objecting is different from excluding yourself. If you exclude yourself, you will not receive a Settlement Payment, and you cannot object because you will no longer be part of the Settlement Class. If you submit both an objection and a request to be excluded, you will be treated as having excluded yourself.

## THE LAWYERS REPRESENTING YOU

The Court has appointed Bryan L. Bleichner of Chestnut Cambronne P.A. and Nathan D. Prosser of Hellmuth & Johnson PLLC to serve as Class Counsel for the Settlement Class. You may hire your own lawyer at your own expense if you wish.

Class Counsel will ask the Court to approve an award of attorneys' fees up to \$1,061,666.67 and reimbursement of litigation expenses up to \$50,000. Defendants agreed not to oppose a request up to those amounts. Any approved fees and expenses will be paid from the Settlement Fund, and will be the only compensation for Class Counsel's work in investigating the case, litigating the Action, and negotiating the Settlement.

The five Class Representatives will also ask the Court to approve Service Awards of \$4,000 each for the time and effort they spent on behalf of the Settlement Class.

These amounts must be approved by the Court, and the Court may award less than requested. Class Counsel's motion for final approval of the Settlement will be filed no later than August 26, 2026, and their application for attorneys' fees, expenses, and Service Awards will be filed July 29, 2026. Both filings will be available on the Settlement Website: [www.pawnamericasettlement.com](http://www.pawnamericasettlement.com).

## THE COURT'S FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing at **8:30 a.m. CT on September 9, 2026**, at the United States District Court, 300 South Fourth Street, Courtroom 15, Minneapolis, MN 55415, or by remote means if the Court so orders. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any timely and valid objections and will hear from Settlement Class Members who wish to speak at the hearing and who have properly requested to do so.

The Court will also decide whether to approve the request for attorneys' fees, expenses, and Service Awards. We do not know how long it will take for the Court to make these decisions.

The hearing date or time may change without additional notice. Please check [www.pawnamericasettlement.com](http://www.pawnamericasettlement.com) or call 1-888-266-7074 for updates.

You may attend the Final Approval Hearing at your own expense, either in person or through an attorney you hire. You are not required to attend. If you submitted a timely written objection, the Court will consider it even if you do not attend the hearing.

If you would like to speak at the Final Approval Hearing, you must mail a written objection that includes all necessary information and is postmarked no later than June 5th, 2026. Your objection must be mailed to the Clerk of the Court and the Settlement Administrator as described in the section titled "Objecting to the Settlement."

## IF YOU DO NOTHING

If you do nothing, you will not receive a Settlement Payment. If the Court grants Final Approval of the Settlement and the judgment becomes final, and you are a member of the Settlement Class, you will still be bound by the terms of the Settlement and the release of the Released Claims. This means you will give up your right to sue or continue to sue Defendants or the other Released Parties for any claims related to the Data Incident that were or could have been brought in this case.

## GETTING MORE INFORMATION

This Notice provides only a summary of the Settlement. More detailed information is available on the Settlement Website at [www.pawnamericasettlement.com](http://www.pawnamericasettlement.com), including the full Settlement Agreement, important Court filings, and additional answers to frequently asked questions. You can also submit a Claim Form online or download a printable version from the website.

If you prefer, you may call the Settlement Administrator toll-free at 1-888-266-7074 for assistance. You may also write to the Settlement Administrator at:

*Pawn America Consumer Data Breach Litigation* Settlement Administrator  
P.O. Box 301132  
Los Angeles, CA 90030-1132

This Notice is approved by United States District Court for the District of Minnesota.

**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.