

# EXHIBIT 1

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is made as of July 14, 2023, by and between, as herein defined, (a) Settlement Class Representatives, on behalf of themselves and the Settlement Class, and (b) Equifax.<sup>1</sup> This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted in the litigation styled *Meeks v. Equifax Information Services LLC*, No. 3:21-CV-07727-CRB (N.D. Cal.), except as expressly provided herein.

### **I. RECITALS**

This Agreement is made with reference to and in contemplation of the following facts and circumstances.

1.1 Plaintiffs filed their Complaint in the Lawsuit on October 4, 2021. In their Complaint, Plaintiffs allege that Equifax willfully and negligently violated the Fair Credit Report Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*, and California’s Consumer Credit Reporting Agencies Act (“CCRAA”), by improperly reporting allegedly adverse, outdated, and inaccurate information related to purportedly illegal Tribal Loans in Plaintiffs’ credit reports. First, Plaintiffs assert a claim under Section 1681c(a) of the FCRA, alleging that Equifax improperly reported information about their Tribal Loans that antedated the report by more than seven years. Specifically, Plaintiffs allege that such information was “re-aged” by debt collection agency Midwest Recovery and then furnished to Equifax. Second, Plaintiffs assert a related claim under Section 1681e(a) of the FCRA, alleging that Equifax failed to maintain reasonable procedures designed to avoid violations of Section 1681c. Third, Plaintiffs assert a claim under Section 1681e(b) of the FCRA, alleging

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<sup>1</sup> Section II below contains the definitions of capitalized terms utilized herein unless otherwise noted.

that Equifax failed to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the consumer reports and credit files it published and maintained concerning the Plaintiffs. Specifically, Plaintiffs allege that Equifax improperly reported information furnished by two debt collection agencies, Midwest Recovery and CACI, that related to Tribal Loans that Plaintiffs allege had been discharged in a nationwide class action settlement (the *Gibbs* settlement). Fourth, Plaintiffs assert a similar claim under Section 1785.13(b) of California's CCRAA based on Equifax having allegedly improperly reported information furnished by Midwest Recovery and CACI that related to Tribal Loans that Plaintiffs allege had been discharged in a nationwide class action settlement (the *Gibbs* settlement). Plaintiffs' Complaint seeks actual, statutory, and/or punitive damages; injunctive relief; and attorneys' fees and costs of suit.

1.2 Equifax filed its Answer to the Complaint on December 2, 2021, after which the Parties engaged in significant fact discovery. Both sides served and responded to written discovery requests and made numerous document productions. The Parties also engaged in a number of meet and confer discussions regarding discovery matters, Plaintiffs' claims, and Equifax's defenses. Near the end of fact discovery, the Parties jointly agreed to seek a temporary stay of the litigation to allow them time to conduct a mediation to try to resolve the Lawsuit. The Court granted the Parties' request and entered a stay on September 20, 2022.

1.3 To that end, on January 19, 2023, the Parties engaged in extensive, good faith arms-length negotiations under the supervision of the Honorable Judge Diane M. Welsh (Ret.). The

mediation session, along with subsequent negotiations between the Parties, resulted in an agreement on the principal terms of a settlement.

1.4 The Parties recognize the expense and length of proceedings necessary to continue litigation of the Lawsuit through completion of discovery, motion practice, trial, and any appeals. The Parties have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. The Parties are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Complaint and the defenses thereto. Based upon their investigation, discovery, and motion practice, as set forth above, the Parties have determined that the settlement set forth in this Agreement is in their best interests and that the Agreement is fair, adequate, and reasonable. The Parties have therefore agreed to settle the claims asserted in the Lawsuit pursuant to the terms and provisions of this Agreement.

1.5 By entering into this Agreement, it is the desire and intention of the Parties to effect a full, complete, and final settlement and resolution of all existing class disputes and claims that relate to or arise out of the facts and claims alleged in the Lawsuit.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, it is hereby AGREED, subject to the Court's approval as required by Federal Rule of Civil Procedure 23, that each and every Released Claim, as described in Section 7 below, shall be fully and finally settled and compromised and dismissed with prejudice, and shall be fully discharged and released, upon and subject to the following terms and conditions:

## II. DEFINITIONS

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

2.1 “Affiliate” means, with respect to any Entity, any other Entity that directly or indirectly controls or is controlled by, or is under common control with, such Entity. For purposes of this definition, “control” when used with respect to any Entity means an ownership interest of at least twenty-five percent (25%) and/or the power to direct the management and policies of such Entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.

2.2 “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release, including all exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Lawsuit between them and which is subject to approval by the Court.

2.3 “CACI” means Consumer Adjustment Company, Inc.

2.4 “Claim” means a claim submitted by a Settlement Class Member for a Settlement Payment in accordance with the terms of this Agreement.

2.5 “Claim Form” means the agreed upon Claim Form attached as Exhibit A to this Agreement, which will be made available in paper and electronic format, and which must be used by Settlement Class Members when submitting a Claim for a Settlement Payment.

2.6 “Claims Deadline” means the last day of the Claims Period (being 180 days after entry of a Preliminary Approval Order).

2.7 “Claims Period” means the 120-day period, commencing on the Notice Date, during which eligible Settlement Class Members may submit Claims to the Settlement Administrator.

2.8 “Class Counsel” means Consumer Litigation Associates, P.C., Gupta Wessler, PLLC and Kelly Guzzo, PLC.

2.9 “Class List” means the list to be provided by Equifax to the Settlement Administrator which shall contain a list of U.S. consumers identified by Equifax as having (i) an account pertaining to a Tribal Loan, which was furnished to Equifax by Midwest Recovery and/or CACI, reporting on their Equifax credit file at any time during the Class Period and (ii) had a hard inquiry on their Equifax credit file by a third party during the Class Period and at a time when such an account was reporting on their Equifax credit file. The Class List shall also include reasonably available contact information for such consumers (including full name, current address, and email address (to the extent available), as well as any other identifying information agreed upon by the Parties (in consultation with the Settlement Administrator).

2.10 “Class Period” means October 4, 2019 through and including the date on which the Court enters a Preliminary Approval Order.

2.11 “Complaint” means Plaintiffs’ Class Action Complaint for FCRA and CCRAA Violations filed in the Lawsuit on October 4, 2021.

2.12 “Court” means the United States District Court, Northern District of California, where the Lawsuit is pending.

2.13 “Effective Date” means the date when all of the conditions set forth in Section 11 of this Agreement have occurred.

2.14 “Entity” means any corporation, partnership, limited liability company, association, trust, or other organization of any type.

2.15 “Equifax” means Defendant Equifax Information Services LLC.

2.16 “Equifax’s Counsel” means King & Spalding LLP.

2.17 “Final Approval” means entry of a Final Approval Order and Judgment.

2.18 “Final Approval Hearing” means the hearing at which the Court will consider the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to approve the Settlement, enter a Final Approval Order and Judgment, and make such rulings as contemplated by this Agreement. The Final Approval Hearing shall take place no earlier than 243 days following entry of a Preliminary Approval Order.

2.19 “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, certifies the Settlement Class, dismisses the Lawsuit with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23 in all respects. Further details regarding the content of the Final Approval Order and Judgment are set forth in Section 8.

2.20 “Judgment” means the Final Approval Order and Judgment.

2.21 “Lawsuit” means the litigation styled *Meeks v. Equifax Information Services LLC*, No. 3:21-CV-07727-CRB (N.D. Cal.).

2.22 “Midwest Recovery” means Midwest Recovery Systems, LLC.

2.23 “Notice Date” means the date by which the Settlement Administrator substantially completes initial notice to the Settlement Class in accordance with this Settlement Agreement (being 60 days after entry of a Preliminary Approval Order).

2.24 “Notice and Administration Costs” means reasonable costs and expenses incurred by the Settlement Administrator in performing its obligations set forth in Section 5 and otherwise in this Agreement.

2.25 “Objection Deadline” means the deadline, as set forth in the Preliminary Approval Order, by which written objections to the Settlement must be filed with the Court (being 215 days after entry of a Preliminary Approval Order).

2.26 “Opt-Out Deadline” means the deadline, as set forth in the Preliminary Approval Order, by which written requests for exclusion from the Settlement must be postmarked for sending to the Settlement Administrator (being 215 days after entry of a Preliminary Approval Order).

2.27 “Parent” means, with respect to any Entity, any other Entity that owns or controls, directly or indirectly, at least a majority of the securities or other interests that have by their terms ordinary voting power to elect a majority of the board of directors, or a majority of others performing a similar function, of such Entity.

2.28 “Parties” means the Settlement Class Representatives, on behalf of themselves and the Settlement Class, and Equifax.

2.29 “Parties’ Counsel” means Class Counsel and Equifax’s Counsel.

2.30 “Plaintiffs” means the plaintiffs and proposed class representatives who filed the Complaint in the Lawsuit: Joseph De La Cruz, Stephanie Laguna, Amber Leonard, and Elettra Meeks.

2.31 “Preliminary Approval Order” means an order to be entered by the Court finding that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and concluding that the Court will likely be able to certify the Settlement Class for



purposes of entering a Judgment. Further details regarding the content of the Preliminary Approval Order are set forth in Section 8.

2.32 “Released Claims” means any and all claims, defenses, demands, actions, causes of action, rights, obligations, offsets, setoffs, suits, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever, in law or in equity, for any relief whatsoever, including monetary sanctions or damage for contempt, injunctive or declaratory relief, rescission, general, compensatory, special, liquidated, indirect, incidental, consequential, statutory, or punitive damages, as well as any and all claims for treble damages, penalties, interest, attorneys’ fees, costs, or expenses, whether a known or Unknown Claim, suspected or unsuspected, contingent or vested, accrued or not accrued, liquidated or unliquidated, matured or unmatured, that in any way concern, arise out of, or relate to (i) Equifax’s inclusion of information relating to a Tribal Loan in a consumer’s Equifax credit file or (ii) Equifax’s providing of information about a consumer relating to a Tribal Loan to a third party, the facts alleged in the Lawsuit, or any theories of recovery that were, or could have been, raised at any point in the Lawsuit. However, notwithstanding the foregoing, Released Claims shall not include any claim for damages (i) asserted under 15 U.S.C. § 1681i (or any state law equivalent) and (ii) brought solely in an individual capacity (*i.e.*, not on behalf of a putative class or in any other representative capacity).

2.33 “Released Parties” means Equifax and any of its current, former, and future Affiliates, Parents, Subsidiaries, representatives, officers, agents, directors, employees, contractors, vendors, insurers, Successors, assigns, and attorneys.

2.34 “Service Award” means any payment made, subject to Court approval, to a Settlement Class Representative in recognition of his or her role in litigating the Lawsuit.

2.35 “Settlement” means the settlement of the Lawsuit by and between the Parties, and pursuant to the terms and conditions set forth in this Agreement.

2.36 “Settlement Administrator” means, subject to approval by the Court, Continental DataLogix LLC. A different Settlement Administrator may be substituted if approved by order of the Court.

2.37 “Settlement Class” shall have the meaning set forth in Section 3 below.

2.38 “Settlement Class Member” means any individual within the Settlement Class.

2.39 “Settlement Class Representatives” means the Plaintiffs and proposed class representatives who filed the Complaint in the Lawsuit: Joseph De La Cruz, Stephanie Laguna, Amber Leonard, and Elettra Meeks.

2.40 “Settlement Payment” means a \$500 payment made to an eligible Settlement Class Member who submits a timely and valid Claim during the Claims Period.

2.41 “Settlement Website” means the website to be developed and operated by the Settlement Administrator, which will be accessible to Settlement Class Members and contain relevant Settlement information and documents, notice materials, important dates, and a web-based version of the Claim Form.

2.42 “Subsidiary” means, with respect to any Entity, any other Entity of which the first Entity owns or controls, directly or indirectly, at least a majority of the securities or other interests that have by their terms ordinary voting power to elect a majority of the board of directors, or others performing similar functions, of the other Entity.

2.43 “Successor” means, with respect to a natural person, that person’s heirs, successors, and assigns, and, with respect to an Entity, any other Entity that through merger, buyout,

assignment, or any other means or transaction, acquires all of the first Entity's duties, rights, obligations, shares, debts, or assets.

2.44 "Tribal Loan" means a loan issued to a consumer by Plain Green, LLC, Great Plains Lending, LLC, or MobiLoans, LLC.

2.45 "Unknown Claims" means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Settlement Class Representatives and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Settlement Class Representatives and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and was a key element of the Agreement.

### **III. THE SETTLEMENT CLASS**

3.1 **Settlement Class Definition.** The "Settlement Class" is defined as the U.S. consumers identified by Equifax as having (i) an account pertaining to a Tribal Loan, which was

furnished to Equifax by Midwest Recovery and/or CACI, reporting on their Equifax credit file at any time during the Class Period and (ii) had a hard inquiry on their Equifax credit file by a third party during the Class Period and at a time when such an account was reporting on their Equifax credit file. Excluded from the Settlement Class are (i) Equifax, any entity in which Equifax has a controlling interest, and Equifax's officers, directors, legal representatives, Successors, Subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Lawsuit and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement Class.

3.2 **Certification Of Settlement Class For Settlement Purposes Only.** Equifax denies that the elements of Federal Rule of Civil Procedure 23 are satisfied for purposes of a litigation class, denies that a litigation class would be manageable, and denies that any litigation class may be certified in the Lawsuit. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Equifax does not oppose certification of the Settlement Class for settlement purposes only.

#### IV. SETTLEMENT BENEFITS

4.1 **Injunctive Relief.** As relief provided to the Settlement Class, Equifax agrees to take the following steps, which shall be incorporated into the Final Approval Order and Judgment (or an accompanying order entered simultaneously therewith):

(a) No later than 45 days after the Effective Date, Equifax shall take reasonable steps to:

- (i) Delete any accounts currently reporting on U.S. consumers' Equifax credit files that pertain to a Tribal Loan and were furnished to Equifax by Midwest Recovery and/or CACI; and

(ii) Implement internal procedures reasonably designed to delete any account pertaining to a Tribal Loan reporting on a U.S. consumer's credit file upon receipt by Equifax of a dispute made by a consumer in accordance with the FCRA.

(b) No later than 90 days after the Effective Date, Equifax shall take reasonable steps to implement internal procedures reasonably designed to prevent accounts pertaining to Tribal Loans from being added to or reported on U.S. consumers' Equifax credit files.

4.2 **Monetary Relief.** In addition to the injunctive relief detailed above, eligible Settlement Class Members shall be entitled to submit claims for monetary payment under the Settlement as follows:

(a) Settlement Class Members shall be entitled to a one-time \$500 Settlement Payment, provided the following conditions are met:

(i) The Settlement Class Member timely submits a complete and accurate Claim Form to the Settlement Administrator during the Claims Period; and

(ii) The Settlement Class Member appears on the Class List.

(b) Claims must be submitted electronically by, or postmarked by, the last day of the Claims Period. Claims that are not submitted electronically by, or postmarked by, the last day of the Claims Period are invalid and will be denied by the Settlement Administrator.

(c) To be valid, a Claim Form must be personally signed by the Settlement Class Member (by physical signature, in the case of a paper Claim Form, or by electronic signature, in the case of a Claim submitted on the Settlement Website).

(d) Claims that are generated or submitted en masse, through automated technology or otherwise, or that appear to be submitted in bad faith (such as by a credit repair organization) or without the personal involvement of the Settlement Class Member, are invalid and will be denied by the Settlement Administrator. The Settlement Administrator shall have sole discretion to deem such Claims invalid.

#### 4.3 **Claims Process.**

(a) The Claim Form shall be provided, physically and/or electronically (via link or QR code) in Settlement notices described in Section 5 of this Agreement.

(b) The Settlement Administrator shall be responsible for receiving Claim Forms (in paper and electronically through the Settlement Website) and, by using the information in the Class List, determining which Claims are valid.

(i) When necessary, the Settlement Administrator may contact a Settlement Class Member to reasonably request additional information in order to evaluate a Claim or to complete an incomplete Claim Form.

(c) During the Claims Period, the Settlement Administrator shall provide the Parties with timely updates (at a cadence agreed upon by the Parties) regarding the total number of Claims, and the total number of valid Claims, received to date.

#### 4.4 **Settlement Payments.**

(a) Following conclusion of the Claims Period, the Settlement Administrator shall promptly notify the Parties of the total number of valid Claims received from Settlement Class Members.

(b) Within 10 days of receiving the notice set forth in Section 4.4(a) above, Equifax shall issue a single payment to an account to be identified by the Settlement Administrator in an amount equal to the total dollar amount of Settlement Payments to be made (being the total number of valid Claims x \$500).

(c) The Settlement Administrator shall then mail Settlement Payments to all Settlement Class Members who submitted valid Claims.

**V. NOTICE AND SETTLEMENT ADMINISTRATION**

**5.1 Costs Of Notice And Administration.** Equifax shall pay for Notice and Administration Costs incurred by the Settlement Administrator. The Settlement Administrator shall submit to Equifax monthly invoices for payment.

**5.2 Settlement Administrator's Duties.** The Parties agree that Equifax will retain, subject to Court approval, an independent Settlement Administrator. The Parties further agree that, subject to Court approval, they have selected Continental DataLogix LLC to serve as the Settlement Administrator. The Settlement Administrator shall perform the functions specified in this Agreement and any other functions approved by the Court. In addition to other responsibilities that are described elsewhere in this Agreement, the duties of the Settlement Administrator shall include:

- (a) Providing notice to Settlement Class Members identified on the Class List;
- (b) Receiving, and determining the validity of, all Claims submitted;
- (c) Establishing and maintaining a mailing address for receiving requests for exclusion from Settlement Class Members;
- (d) Establishing and maintaining the Settlement Website;
- (e) Responding to Settlement Class Member inquiries;

(f) Receiving and processing all written requests for exclusion from the Settlement Class Members and providing copies thereof to the Parties' Counsel;

(g) After the Effective Date, processing and distributing Settlement Payments to Settlement Class Members who submitted valid Claims (and establishing and administering any financial account(s) necessary to do so);

(h) Prior to the Final Approval Hearing, preparing and executing an affidavit to submit to the Court that identifies each Settlement Class Member who timely and validly requested exclusion from the Settlement Class; and

(i) Performing any other functions that the Parties jointly agree are necessary to accomplish administration of the Settlement.

5.3 **Notice Plan.** Notice will be provided to Settlement Class Members as identified on the Class List. Notice shall consist of:

(a) Settlement Website Notice. The Settlement Administrator shall, promptly after entry of a Preliminary Approval Order, establish the Settlement Website containing key information and documents pertaining to the Settlement and the relief to be provided herein. The Website will include (among other documents and information) a long-form notice in a format to be agreed upon by the Parties and to be presented to the Court for approval. A copy of the proposed long-form notice is attached as Exhibit B. The Website shall also provide a web-based version of the Claim Form which eligible Settlement Class Members can use to submit the Claim Form electronically. The Website will remain live through the completion of the Settlement process, and from time to time will be updated to reflect important events in the Settlement process.

(b) Direct Mail and Email Notice. The Settlement Administrator shall, dependent on contact information available in the Class List or otherwise, provide direct mail



notice (via U.S. mail) and email notice to Settlement Class Members. For direct mail notice, a copy of the Claim Form shall be included along with a QR code that links to the online Claim Form available on the Settlement Website. For email notice, a hyperlink to the online Claim Form shall be included. Initial Direct Mail and Email Notice shall be substantially completed by the Notice Date (being 60 days after entry of a Preliminary Approval Order).

(c) Reminder Postcard and Email Notice. Sixty (60) days after the initial Direct Mail and Email Notice (i.e., the Notice Date), the Settlement Administrator shall, dependent on contact information available in the Class List or otherwise, provide reminder notice via a postcard (U.S. mail) and email to those Settlement Class Members who have not yet submitted a Claim Form. The postcard notice shall include a QR code that links to the online Claim Form available on the Settlement Website. For email notice, a hyperlink to the online Claim Form shall be included.

5.4 **Class List.** Within 30 days after the Court's entry of a Preliminary Approval Order, Equifax shall provide the Class List to the Settlement Administrator.

5.5 **Notice Date.** The Settlement Administrator shall substantially complete its efforts to provide initial Direct Mail and Email Notice to the Settlement Class, pursuant to the terms of this Settlement Agreement, within 60 days of the entry of a Preliminary Approval Order.

5.6 Neither the Parties nor the Parties' Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of duties under this Agreement.

5.7 The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties' Counsel for any liability arising from any act or omission of the Settlement

Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement.

**VI. ATTORNEYS' FEES AND SERVICE AWARDS**

6.1 **Attorneys' Fees.** Class Counsel will apply to the Court for Attorneys' Fees incurred in connection with bringing and prosecuting the Lawsuit and effectuating this Settlement. Such motion shall be filed no later than 194 days after entry of a Preliminary Approval Order. Class Counsel's requested Attorneys' Fees will include two components:

- (a) \$300,000 for the injunctive relief obtained for the Settlement Class, as described in Section 4.1 of this Agreement; and
- (b) An amount equal to one-third (33.33%) of the total aggregate Settlement Payments made for valid Claims, as described in Section 4.2 of this Agreement.

6.2 **Service Awards.** Class Counsel will apply to the Court for Service Awards to be made by Equifax to each Settlement Class Representative in recognition of his or her role in litigating the Lawsuit. The Parties agree that Class Counsel will seek no more than \$5,000 in Service Awards per Settlement Class Representative.

6.3 THE SETTLEMENT CLASS REPRESENTATIVES RECOGNIZE AND UNDERSTAND THAT THE COURT MAY NOT APPROVE ANY SERVICE AWARD TO THEM WHATSOEVER AND THAT THEIR SUPPORT OF THE SETTLEMENT IS IN NO WAY CONTINGENT ON ANY SERVICE AWARD. THE SETTLEMENT CLASS REPRESENTATIVES REPRESENT AND WARRANT THAT NO PROMISES OF ANY KIND HAVE BEEN MADE TO THEM WITH RESPECT TO ANY SERVICE AWARD.

6.4 Payment of any Attorneys' Fees and/or Service Awards shall occur ten (10) business days after entry of any order by the Court approving of such Attorneys' Fees and/or

Service Awards, and shall be paid by Equifax via a single wire payment to Class Counsel (to an account to be identified by Class Counsel).

6.5 The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any requested Attorneys' Fees or Service Awards. If the Court declines to approve, in whole or in part, any request for Attorneys' Fees or Service Awards, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Attorneys' Fees or Service Awards, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

## **VII. RELEASES**

7.1 As of the Effective Date, all Settlement Class Members and all Settlement Class Representatives, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and Successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, and unconditionally release and discharge any and all Released Claims against the Released Parties, and any of their current, former, and future Affiliates, Parents, Subsidiaries, representatives, officers, agents, directors, employees, contractors, vendors, insurers, Successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement or this Agreement.

7.2 The Parties understand that if the facts upon which this Agreement is based are found hereafter to be different from the facts now believed to be true, each Party expressly assumes the risk of such possible difference in facts, and agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its

own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

7.3 The Parties agree that the Released Parties will suffer irreparable harm if any Settlement Class Member asserts any Released Claims against any Released Parties, and that in that event, the Released Parties may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

7.4 Promptly after the Effective Date, Class Counsel and the Settlement Class Representatives shall dismiss with prejudice all claims, actions, or proceedings that are released pursuant to this Agreement.

### **VIII. PRESENTATION TO THE COURT**

8.1 **Preliminary Approval.** No later than July 14, 2023, the Settlement Class Representatives and Class Counsel shall file this Agreement along with a motion seeking a Preliminary Approval Order pursuant to the requirements of Federal Rule of Civil Procedure 23(e)(1). In addition to finding that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and concluding that the Court will likely be able to certify the Settlement Class for purposes of entering a Judgment, the Preliminary Approval Order shall include, among other things:

- (a) A procedure for Settlement Class Members to object to the Settlement, along with the Objection Deadline;

- (b) A procedure for Settlement Class Members to request exclusion from the Settlement, along with the Opt-Out Deadline;
- (c) The date and time of the Final Approval Hearing;
- (d) Any pertinent information regarding notice to be provided to the Settlement Class;
- (e) Information on how eligible Settlement Class Members can submit Claims for Settlement Payments, along with the Claims Period; and
- (f) An order staying all proceedings related to class allegations in the Lawsuit except as may be necessary to implement the Settlement or comply with the terms of this Agreement.

8.2 **Final Approval.** No later than 229 days after entry by the Court of a Preliminary Approval Order, Settlement Class Representatives shall file a motion seeking final approval of the Settlement and entry of a Final Approval Order and Judgment. In addition to finally approving the Settlement, certifying the Settlement Class, and otherwise satisfying the settlement-related provisions of Federal Rule of Civil Procedure 23 in all respects, the Final Approval Order and Judgment shall, among other things:

- (a) Order Equifax to implement the injunctive relief procedures set forth in Section 4.1;
- (b) Dismiss, on the merits and with prejudice, all claims in the Lawsuit (except for the individual claims of Plaintiffs De La Cruz and Meeks under 15 U.S.C. § 1681i), and permanently enjoin each and every Settlement Class Member from bringing, joining or continuing to prosecute against the Released Parties any Released Claims, and enter Judgment thereon;

(c) Retain jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of this Agreement and the Settlement, which includes, without limitation, the Court's power to enforce the bar against Settlement Class Members' prosecution of Released Claims against Released Parties pursuant to the All Writs Act, 28 U.S.C. § 1651, or any other applicable law.

**IX. OBJECTIONS TO THE SETTLEMENT**

9.1 Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court on or before the Objection Deadline, which shall be 215 days following entry of a Preliminary Approval Order.

9.2 A written objection must include:

- (a) The case name and number of the Lawsuit;
- (b) The name, address, and telephone number of the objecting Settlement Class Member.
- (c) If the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her objection, the name, address, and telephone number of the attorney;
- (d) A statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- (e) A statement of the specific grounds for the objection; and
- (f) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

9.3 In addition to the foregoing requirements, if an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the

written objection must include the identity of witnesses whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing and a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

9.4 Any Settlement Class Member who fails to object to the Settlement in the manner described in this Agreement shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

## **X. OPT-OUTS**

10.1 Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a written request for exclusion to the Settlement Administrator, postmarked no later than the Opt-Out Deadline, which shall be 215 days following entry of a Preliminary Approval Order.

10.2 The written request for exclusion must:

- (a) Identify the case name and number of the Lawsuit;
- (b) Identify the name, address, and telephone number of the Settlement Class Member seeking exclusion;
- (c) Be personally signed by the Settlement Class Member seeking exclusion;
- (d) Include a statement clearly indicating the Settlement Class Member's intent to be excluded from the Settlement; and

(e) Request exclusion only for that one Settlement Class Member whose personal signature appears on the request.

10.3 Opt-out requests seeking exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator.

10.4 Any Settlement Class Member who submits a valid and timely request for exclusion in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement.

10.5 Any Settlement Class Member who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be part of the Settlement Class upon expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

## **XI. EFFECTIVE DATE AND TERMINATION**

11.1 **Effective Date.** The Effective Date of the Settlement shall be the first business day after all of the following conditions have occurred:

- (a) The Parties execute this Agreement;
- (b) The Court enters a Preliminary Approval Order;
- (c) Notice is provided to the Settlement Class in accordance with the Preliminary Approval Order;
- (d) The Court enters a Final Approval Order and Judgment; and
- (e) The Final Approval Order and Judgment have become final because (i) the time for appeal, petition, rehearing, or other review has expired; (ii) if any appeal, petition,



or request for rehearing or other review has been filed, the Final Approval Order and Judgment are affirmed without material change, or the appeal is dismissed or otherwise disposed of, and no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired.

11.2 **Termination.** Either Party may elect to terminate this Agreement upon five (5) business days written notice to the other Party if:

(a) The Parties fail to obtain and maintain a Preliminary Approval Order consistent with the material provisions of this Agreement, and after negotiating in good faith, the Parties are unable to modify the Settlement in a manner to obtain and maintain a Preliminary Approval Order;

(b) The Court fails to enter a Final Approval Order and Judgment under the provisions of this Agreement;

(c) The settlement of the Settlement Class claims, or the Final Approval Order and Judgment, is not upheld on appeal; or

(d) The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Agreement.

11.3 **Effect of Termination.** If this Agreement is terminated under Section 11.2 above, the following shall occur:

(a) The Parties shall return to the status quo in the Lawsuit as if the Parties had not entered into this Agreement;

(b) Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and

shall not be used in or cited by any person or entity in support of claims or defenses or in support or in opposition to a future class certification motion in connection with any further proceedings in the Lawsuit or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and

(c) This Agreement shall become null and void, and the fact of this Settlement and that Equifax did not oppose certification of a Settlement Class shall not be used or cited by any person or entity in support of claims or defenses or in support of or in opposition to a future class certification motion in connection with any further proceedings in the Lawsuit or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim.

## **XII. COVENANTS NOT TO SUE**

12.1 The Settlement Class Representatives covenant and agree:

(a) Not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any Released Claim against any of the Released Parties;

(b) Not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action based on or relating to any Released Claim or the facts and circumstances relating thereto, against any of the Released Parties; and

(c) That the foregoing covenants and this Agreement shall be a complete defense to any Released Claim against any of the Released Parties.

**XIII. REPRESENTATIONS AND WARRANTIES**

13.1 Each Party represents that:

(a) Such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;

(b) Such Party is voluntarily entering into this Agreement as a result of arm's-length negotiations conducted by its counsel;

(c) Such Party is relying solely upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;

(d) Such Party has been represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein;

(e) The execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;

(f) Except as provided herein, such Party has not been influenced to any extent whatsoever in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any party to the Agreement;

(g) Each of the Parties assumes the risk of mistake as to facts or law;

(h) This Agreement constitutes a valid, binding, and enforceable agreement; and

(i) No consent or approval of any person or entity (other than the Court) is necessary for such Party to enter into this Agreement.

13.2 The Settlement Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties, and further covenant that they will not assign or otherwise transfer any interest in any of the Released Claims against any of the Released Parties.

13.3 The Settlement Class Representatives represent and warrant that they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

#### **XIV. NO ADMISSION OF WRONGDOING**

14.1 This Agreement is made for the sole purpose of attempting to consummate a Settlement of the Lawsuit on a class-wide basis. This Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense.

14.2 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to this Agreement:

(a) Shall not be offered or received against Equifax as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Equifax with respect to the truth of any fact alleged by any Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been

asserted in the Lawsuit or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Lawsuit or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Equifax;

(b) Shall not be offered or received against Equifax as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Equifax;

(c) Shall not be offered or received against Equifax as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Equifax, in any other civil, criminal, or administrative action, or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) Shall not be construed against Equifax as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial in the Lawsuit;

(e) Shall not be construed as or received in evidence as an admission, concession, or presumption against any Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defenses asserted by Equifax have any merit, or that damages recoverable in the Lawsuit would not have exceeded the relief provided to the Settlement Class in this Settlement; provided, however, that if this Agreement is approved by the Court, Equifax may refer to it to enforce the release of claims granted to it hereunder; and

(f) Shall not be used by the Settlement Class Representatives or Class Counsel to argue or present any argument that Equifax could not contest class certification and/or proceeding collectively on any grounds if the Lawsuit were to proceed or to establish any of the elements of class certification in any litigated certification proceedings, whether in the Lawsuit or in any other judicial proceeding in which Equifax is a party.

14.3 The negotiation, terms, and entry of the Parties into this Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, any and all state statutes of a similar nature, and the mediation privilege.

14.4 Notwithstanding the foregoing, Equifax may use, offer, admit, or refer to this Agreement and to the Settlement reached herein where necessary to defend itself in any other action, or in any judicial, administrative, regulatory, arbitrative, or other proceeding, and as necessary to comply with regulatory and/or disclosure obligations.

#### **XV. CAFA NOTICE**

15.1 Equifax will serve the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, no later than ten (10) days after this Agreement is filed with the Court.

#### **XVI. MISCELLANEOUS PROVISIONS**

16.1 Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement.

16.2 Cooperation. The Parties (i) acknowledge that it is their intent to consummate this Agreement and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

16.3 Fair and Reasonable. The Parties and the Parties' Counsel believe this Agreement is a fair and reasonable compromise of the disputed claims and in the best interest of the Parties. The Parties have arrived at this Agreement as a result of extensive arms-length negotiations.

16.4 Dispute Resolution. The Parties agree to meet and confer in good faith in regard to any dispute relating to the Settlement or to administration of the Settlement. Any dispute that cannot be resolved by the Parties shall be submitted to the Court for resolution.

16.5 Confidentiality. The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed until the Agreement is publicly filed in connection with the Settlement Class Representatives' and Class Counsel's motion seeking a Preliminary Approval Order. Nothing in this Section shall be construed to preclude Class Counsel from communicating with the Settlement Class Representatives. Further, nothing in this Section shall be construed to preclude Equifax from disclosing information regarding this Settlement with: (a) its accountants, auditors, insurers, and attorneys; (b) its subscribers for business-related purposes; (c) as required by law, statute, rule, regulation, order, or any other requirement or determination of any court, governmental entity or regulatory entity; or (d) as may be authorized by Class Counsel in writing.

16.6 Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

16.7 Entire Agreement. This Agreement constitutes the entire agreement between and among the Parties with respect to the Settlement and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants expressly contained and memorialized herein.

16.8 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may

modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be severable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

16.9 Successors and Assigns. This Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, Successors, and assigns of the Parties hereto.

16.10 Competency of Parties. The Parties, and each of them, acknowledge, warrant, represent and agree that in executing and delivering this Agreement, they do so freely, knowingly and voluntarily, that they had an opportunity to and did discuss its terms and their implications with legal counsel, that they are fully aware of the contents and effect of the Agreement and that such execution and delivery is not the result of any fraud, duress, mistake or undue influence whatsoever.

16.11 Modification or Amendment. No modification of or amendment to this Agreement shall be valid unless it is in writing and signed by all Parties hereto, or their Successors.

16.12 Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement are contractual and are the product of negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party and any canon of contract interpretation to the contrary shall not be applied.

16.13 Interpretation. The following rules of interpretation shall apply to this Agreement:

- (a) Definitions apply to the singular and plural forms of each term defined.



(b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.

(c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

16.14 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

16.15 Dates. Where this Agreement provides for a deadline or event to occur a certain number of days following another deadline or event, the Parties may agree, or the Court may order, that any such date be modified as appropriate to account for weekends or holidays.

16.16 No Waiver. The failure of any of the Parties to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, or any other provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of any of the Parties thereafter to enforce that provision or each and every other provision. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other breach.

16.17 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.

16.18 Notices/Communications.

(a) All notices to Class Counsel provided for in this Agreement shall be sent by e-mail and First Class mail to the following:

Craig C. Marchiando  
Leonard A. Bennett  
CONSUMER LITIGATION ASSOCIATES, P.C.  
Four Embarcadero Center, Suite 1400

San Francisco, CA 94111  
lenbennett@clalegal.com  
craig@clalegal.com

Kristi C. Kelly  
Andrew Guzzo  
KELLY GUZZO, PLC  
3925 Chain Bridge Road, Suite 202  
Fairfax, VA 22030  
kkelly@kellyguzzo.com  
aguzzo@kellyguzzo.com

(b) All notices to Equifax or Equifax's Counsel provided for in this Agreement

shall be sent by e-mail and First Class mail to the following:

Zachary A. McEntyre  
John C. Toro  
Robert D. Griest  
KING & SPALDING LLP  
1180 Peachtree Street, N.E.  
Atlanta, GA 30309  
zmcentyre@kslaw.com  
jtoro@kslaw.com  
rgriest@kslaw.com

(c) All notices to the Settlement Administrator provided for in this Agreement

shall be sent by e-mail and First Class mail to the following:

Continental DataLogix LLC  
Class Action Services  
1684 S. Broad Street  
Suite 140  
Lansdale, PA 19446  
frank.barkan@continentaldlx.com  
sue.mouck@continentaldlx.com  
ritesh.patel@continentaldlx.com

(d) The above notice recipients and addresses designated in this Section may

be changed by written notice posted to the Settlement Website.

16.19 Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of California, without reference to its conflict of law

provisions, except to the extent the federal law of the United States requires that federal law governs.

16.20 No Precedential Value. The Parties agree and acknowledge that this Agreement carries no precedential value.

16.21 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement.

16.22 Counterparts. This Agreement may be executed in one or more counterparts and, if so executed, the various counterparts shall be and constitute one instrument for all purposes and shall be binding on each of the Parties that executed it; provided, however, that none of the Parties shall be bound unless and until all Parties have executed this Agreement. For convenience, the signature page(s) may be collected and annexed to one or more documents to form a complete counterpart. True and correct photocopies or electronic images (such as PDFs) of executed copies of this Agreement may be treated as originals.

16.23 No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Judgment is entered.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

**Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement Agreement) and the Settlement Class:**



Name: Leonard A. Bennett  
Firm: Consumer Litigation Associates, P.C.  
Date: July 14, 2023

DocuSigned by:



Name: Andrew Guzzo  
Firm: Kelly Guzzo, PLC  
Date: 7/14/2023

DocuSigned by:



Name: Matthew Wessler  
Firm: Gupta Wessler PLLC  
Date: 7/14/2023

**Equifax Information Services LLC**

Name:  
Title:  
Date:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

**Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement Agreement) and the Settlement Class:**

---

Name:  
Firm: Consumer Litigation Associates, P.C.  
Date:

---

Name:  
Firm: Kelly Guzzo, PLC  
Date:

---

Name:  
Firm: Gupta Wessler PLLC  
Date:

**Equifax Information Services LLC**

*Jennifer Fease*  
Jennifer Fease (Jul 14, 2023 14:26 EDT)

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Name: Jennifer Fease  
Title: SVP, Legal  
Date: 07/14/2023

# EXHIBIT A

Name  
Address Line 1  
Address Line 2  
City, State, Zip Code

Unique Claim Number: #####

---

**COMPLETE THIS FORM TO MAKE A CLAIM FOR A CASH PAYMENT**

**Instructions:**

1. Verify that your name and address information at the top of this form is correct. If not, please provide a corrected name and/or address in Section I below. Additionally, please provide your telephone number and email address.
2. Carefully review the statement in Section II below. If the statement is accurate, please sign to verify that it is accurate.

---

**THE DEADLINE TO SUBMIT A CLAIM IS: #####**

**Section I:** If the contact information at the top of this form is incorrect, please update it below. (Please note that the claims administrator may reach out to you for additional information, if necessary to identify you.)

Name (and any former names you have gone by):

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Please provide your telephone and email address:

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Section II: Claim for Cash Payment**

To the best of my knowledge, information, and belief:

- (1) Equifax included information in my credit file about a loan that I obtained from Great Plains Lending, LLC, Plain Green, LLC, or MobiLoans, LLC; and
- (2) I was harmed when that information was provided to a third party in connection with an application I made for a loan or credit.

*By signing your name, you are attesting to the truthfulness of this statement under penalty of perjury.*

---

Signature Printed Name Date

# EXHIBIT B



UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

## **Consumers Who Had Accounts for Plain Green, Great Plains Lending, or MobiLoans Debts Appearing on Their Equifax Credit Files**

### ***Could Get Money from a Class Action Settlement***

*A federal court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.*

- There has been a class action lawsuit filed against Equifax Information Services LLC (“Equifax”). The lawsuit claims that Equifax improperly reported accounts for certain Plain Green, LLC, Great Plains Lending, LLC, and MobiLoans, LLC debts. Equifax denies the allegations in the lawsuit, and the Court has not determined that Equifax did anything wrong.
- On [REDACTED], 2023, the Court preliminarily approved a settlement in this class action (the “Settlement”). This Notice is being provided to inform you about the proposed terms of the Settlement.
- You may be eligible for a payment from the Settlement if (1) your Equifax credit file contained a Plain Green, Great Plains Lending, or MobiLoans account and (2) you were harmed when that information was provided to a third party in connection with an application you made for a loan or credit between October 4, 2019 and [REDACTED] [date of Preliminary Approval Order].
- The Settlement will provide \$500 to all eligible class members who send in a valid claim form on or before [REDACTED].
- Class Counsel will ask the Court to pay it, as attorneys’ fees and expenses for litigating the case, one-third of the total of the \$500 payments Equifax makes to class members like you.
- Class Counsel will also ask the Court to pay them \$300,000 in attorneys’ fees for separate relief that does not involve payments of money to class members. This additional relief will require Equifax take steps to remove certain Plain Green, Great Plains Lending, and MobiLoans accounts from class members’ credit files, and to implement internal procedures to prevent such accounts from being added to consumers’ credit files in the future.
- If approved by the Court, Equifax will separately pay service awards to Settlement Class Representatives, and Equifax will also pay for settlement administration and notice costs.
- Your legal rights are affected by the proposed Settlement even if you do nothing.

- Your rights and options relating to the Settlement — and the deadlines to exercise them — are explained in this notice. Please read this entire notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Do Nothing</b>	Miss out on the chance for a settlement payment. Additionally, if the Settlement becomes final, you will give up your rights to sue Equifax separately for any claims released in the Settlement. ( <i>see</i> Question 21).
<b>Submit a Claim</b>	If you qualify, submit a claim form—there is one at the end of this notice, and on the settlement website—by [REDACTED] and get a payment from the Settlement. ( <i>see</i> Question ___).
<b>Object to the Settlement</b>	Write to the Court about why you do not like the proposed Settlement ( <i>see</i> Question 16). Objections are due on [REDACTED].
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the proposed Settlement ( <i>see</i> Questions 18-20).
<b>Exclude Yourself</b>	Ask to be excluded from the Settlement. This is also called “opting out.” You won’t receive a settlement payment, but also won’t release any claims against Equifax. ( <i>see</i> Question [REDACTED]).

## BASIC INFORMATION

### 1. Why was this notice issued?

A Court authorized this notice to inform you about the proposed Settlement and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to approve the Settlement. This notice is only a summary of the Settlement. More details about the proposed Settlement are in the Settlement Agreement available at [www.██████████.com](http://www.██████████.com).

The lawsuit is known as *Meeks v. Equifax Information Services, Inc.*, No. 3:21-cv-07727-CRB (N.D. Cal.). Judge Charles R. Breyer of the United States District Court for the Northern District of California is overseeing the case. The people who sued Equifax are called “Plaintiffs” or “Settlement Class Representatives”; the company that they sued is called “Equifax” or the “Defendant.”

### 2. What is this lawsuit about?

The lawsuit claims that Equifax violated the Fair Credit Reporting Act and California law when it reported certain Great Plains Lending, Plain Green, and MobiLoans debts to creditors and allowed some debt collectors to improperly change the dates relating to some debts to make them seem more recent. Equifax denies these claims and that it did anything wrong.

The Court did not decide whether either side was right or wrong. Instead, both sides agreed to the Settlement to resolve the case and provide benefits to consumers.

### 3. Why is this a class action?

A class action lawsuit tries to bring similar claims into one case in one court. In a class action, one or more people called “Class Representatives” (in this case, Elettra Meeks, Joseph Delacruz, Stephanie Laguna, and Amber Leonard) bring brought the case to court. They have their names listed in the title of the case. They sued on behalf of themselves and other people who have similar claims—called the Class or Class Members—which in this case may include you. One court resolves the issues for everyone in the Class. The Settlement Class Representatives filed this case as a proposed class action.

### 4. Why is there a proposed Settlement?

The Court has not decided which side is right or wrong in this case. Instead, both sides agreed to a settlement to avoid the costs and risks of further litigation. Class Members will receive the benefits described in this notice. The parties think the proposed Settlement is a fair and reasonable resolution of the lawsuit.

### 5. Are there different Settlements in this case?

There is only one Settlement in this case. The Settlement provides both injunctive relief and money payments to certain consumers. An injunction occurs when a court orders a person or company to do or not to do something.

The proposed Settlement provides for Court-ordered changes to Equifax’s business practices, as well as the possibility that certain consumers be paid money if Equifax reported the Plain Green, Great Plains Lending, and MobiLoans debts to creditors and they suffered harm as a result. The Court will hold a final hearing to decide whether to approve the Settlement on [REDACTED] (*see* Question 18).

Additional information can be found at [www.\[REDACTED\].com](http://www.[REDACTED].com).

#### **6. How do I know if I am part of the Settlement Class?**

The Court has decided that the following consumers are in the Settlement Class: all U.S. consumers identified by Equifax as having (i) an account pertaining to a Tribal Loan (meaning a loan issued to a consumer by Plain Green, LLC, Great Plains Lending, LLC, or MobiLoans, LLC), which was furnished to Equifax by Midwest Recovery Systems, LLC (“Midwest Recovery”) and/or Consumer Adjustment Company, Inc. (“CACi”), reporting on their Equifax credit file at any time during the Class Period and (ii) had a hard inquiry on their Equifax credit file by a third party during the Class Period and at a time when such an account was reporting on their Equifax credit file.

The complete criteria for who is included can be found in the Settlement Agreement, available at [www.\[REDACTED\].com](http://www.[REDACTED].com).

#### **7. What benefits does the Settlement provide?**

Equifax has agreed to pay \$500 (the “Settlement Payment”) to each Settlement Class Member who timely submits a valid claim form. Payments will be made by check to each Settlement Class Member who is eligible for a payment (*see* Question 8).

Settlement Class Members and other consumers will also benefit from the changes Equifax will make to its business practices if the Settlement is approved. More details about those benefits are available at [www.\[REDACTED\].com](http://www.[REDACTED].com).

#### **8. How can I get a payment?**

Settlement Class Members will only qualify to get a payment if they remain in the Settlement Class.

You have to submit a valid claim form to receive your Settlement Payment. If you submit a valid claim form before the [REDACTED] deadline and the Court approves the Settlement, after certain deadlines expire, a check will be mailed to the address on the notice you received. If your address has changed or is changing, you should contact the Settlement Administrator at [REDACTED].

#### **9. If I am a member of the Settlement Class, when will I get my payment?**

Payments will be made to Settlement Class Members after, and only if, the Court grants “final approval” to the Settlement and any appeals are resolved. It is always uncertain whether appeals

will be filed and whether they can be resolved—and resolving them can take time. Please be patient. You can visit [www.██████████.com](http://www.██████████.com) to check on the progress of the Court-approval process.

**10. How does the Settlement affect my rights?**

If the Court approves the Settlement and you do not timely and validly exclude yourself, you will give up the right to sue Equifax for any claims released in the Settlement. This is called “releasing” your claims.

The Court’s decisions in this case will apply to you even if you object to this Settlement or have any other claim, lawsuit, or proceeding pending against Equifax relating to the same claims. If you have any questions about the release, you should visit the Settlement website for more information or consult with a lawyer (*see* Question 14).

If you do not exclude yourself from the Settlement Class (*see* Question 11) you will *not* be able to sue Equifax for any “Released Claims” as described in the Settlement Agreement.

“Released Claims” includes claims of each member of the Settlement Class that relate to Equifax’s inclusion of allegedly inaccurate information concerning Plain Green, Great Plains Lending, or MobiLoans debts in their Equifax credit file; Equifax’s alleged inaccurate reporting of Plain Green, Great Plains Lending, or MobiLoans debts to third parties; and the facts alleged in the lawsuit. These Released Claims do not include claims separate and unrelated to the conduct that is the subject of the claims brought by the Settlement Class Representatives in this lawsuit. For example, this release does not include any claims that Settlement Class Members may have against any consumer reporting agency besides Equifax, any debt collector, or any future owner of the Great Plain Lending, Plain Green, or MobiLoans debts. Please carefully review the Settlement Agreement for more information regarding the claims released under the Settlement.

**11. Can I choose not to be in the Settlement Class?**

Yes, you may exclude yourself from the Settlement Class. If you do not want to remain a member of the Settlement Class and want to keep your right to sue or continue to sue Equifax for actual damages on your own, you must take steps to exclude yourself. This is sometimes referred to as “opting out” of the Settlement Class. Opting out gives you the right to bring your own lawsuit but does not guarantee that your own lawsuit will be successful.

To exclude yourself from the Settlement Class, you must send a written request for exclusion to the Settlement Administrator, at the address below:

**[insert name and address]**

To be valid, the proposed exclusion request must:

- (a) Identify the case name and number of the lawsuit (*Meeks v. Equifax Information Services, LLC*, No. 3:21-cv-07727-CRB (N.D. Cal.));
- (b) Identify the name, address, and telephone number of the Settlement Class Member seeking

exclusion;

- (c) Be personally signed by the Settlement Class Member seeking exclusion;
- (d) Include a statement clearly indicating the Settlement Class Member's intent to be excluded from the Settlement; and
- (e) Request exclusion only for that one Settlement Class Member whose personal signature appears on the request.

Your exclusion request must be postmarked no later than **Month 00, 0000**.

You cannot exclude yourself by telephone or by e-mail. You also cannot exclude yourself by mailing a request to any location other than the address specified above or by mailing a request after the deadline. You also cannot exclude yourself as part of a group or class involving more than one consumer.

**12. If I do not exclude myself from the Settlement Class, can I sue Equifax for the same thing later?**

No. Unless you exclude yourself from the Settlement Class, you will not be able to sue Equifax for any "Released Claims" under the Settlement, including any claims related to Equifax's allegedly inaccurate reporting of the Plain Green, Great Plains Lending, or MobiLoans debts that occurred before the Effective Date of the Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from this Settlement to continue your own lawsuit. Remember, your exclusion request must be postmarked by \_\_\_\_\_.

**13. If I exclude myself from the Settlement Class, can I get a payment?**

No. If you exclude yourself from the Settlement Class, you will not be eligible to receive a Settlement Payment.

**14. Do I have a lawyer in this case?**

Yes. The Court approved the following lawyers as "Class Counsel" to represent you and other Settlement Class Members:

- Leonard A. Bennett and Craig Marchiando, of Consumer Litigation Associates, P.C., in Newport News, Virginia and San Francisco, California; and
- Kristi Kelly and Andrew Guzzo, of Kelly Guzzo PLC, in Fairfax, Virginia.

You will not be charged for these lawyers. You may hire your own attorney, if you so choose, but you will be responsible for paying your attorney's fees and expenses.

You may contact the attorneys representing you for further information or assistance at: \_\_\_\_\_ or write to: \_\_\_\_\_.

**15. How will the lawyers be paid? What will the Class Representative receive?**

Class Counsel will ask the Court to approve attorneys' fees and expenses in an amount up to 33.33% of the total of \$500 Settlement Payments made to Settlement Class Members. They will also ask the Court for approval of Equifax to separately pay them \$300,000 in attorneys' fees for obtaining injunctive relief in the form of Equifax agreeing to change its practices with respect to reporting of certain Plain Green, Great Plains Lending, and MobiLoans debts.

Class Counsel will also ask the Court to approve service payments to each of the Settlement Class Representatives for up to \$5,000 each. If the Court approves these amounts, they will be paid separately by Equifax and will not reduce the amount Class Members receive.

**16. How do I tell the Court if I do not agree with the proposed Settlement?**

If you are a Class Member, you can object to this Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before deciding whether to approve this Settlement.

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no injunctive relief changes will be implemented, and the lawsuit will continue. If that is what you want to happen, you should object.

All objections must contain the following information:

- (a) The case name and number of the lawsuit (*Meeks v. Equifax Information Services, LLC*, No. 3:21-cv-07727-CRB (N.D. Cal.))
- (b) The name, address, and telephone number of the objecting Settlement Class Member.
- (c) If the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her objection, the name, address, and telephone number of the attorney;
- (d) A statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- (e) A statement of the specific grounds for the objection; and
- (f) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Additionally, if you are represented by an attorney and such attorney intends to speak at the Final Approval Hearing, the written objection must include the identity of any witnesses whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing and a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

All written objections and supporting papers must be submitted to the Clerk of Court at Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, and be filed or postmarked on or before [REDACTED].

For more information about the final approval hearing, *see* Questions 18-20 below.

The Court requires substantial compliance with the process outlined above, meaning if you do not substantially comply you may not be allowed to object, appear at the final approval hearing, or appeal the final approval of the proposed Settlement or the dismissal of the case.

**17. What is the difference between objecting and opting-out?**

Objecting is simply telling the Court that you do not like something about the Settlement. Opting out, or excluding yourself, means that you will not be included in the Settlement.

You can object **or** opt out of the Settlement Class but you cannot do both. If you exclude yourself, you have no basis to object to the Settlement because it will no longer affect you.

Go to [www.\[REDACTED\].com](http://www.[REDACTED].com) to learn more about your rights in the Settlement.

**18. When and where will the Court decide whether to finally approve the proposed Settlement?**

The Court will hold a final approval hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak at the hearing, but you do not have to.

The hearing will be on [REDACTED], at [REDACTED], before Judge Breyer [in person in Courtroom 6 – 17th Floor, San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102 / by Zoom. The credentials to access Judge Breyer’s online courtroom are: <https://cand.uscourts.zoomgov.com/j/1611472837?pwd=cy81NUdINWZmeEpFUjlHRXM3djZ5QT09>. You will also need to enter Webinar ID: 161 147 2837, and Password: 785243.]

At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will consider all timely and proper objections. The Court will listen to people who have asked for permission to speak at the hearing.

After the hearing, the Court will decide whether to approve the proposed Settlement. There may be appeals. We do not know how long these decisions will take.

The Court may change the date of the final approval hearing without further notice to the Class or may decide to conduct the hearing remotely. Please check the website, [www.\[REDACTED\].com](http://www.[REDACTED].com), for updates on the hearing date, the court-approval process, and the Effective Date.

**19. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the hearing at your own expense. You may also pay your own lawyer to attend, but it is



not necessary.

If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time and it includes the required information, the Court will consider it.

**20. May I speak at the hearing?**

You or your lawyer may ask the Court for permission to speak at the final approval hearing. To do so, you must tell the Court in your objection letter that you or your lawyer would like to speak at the hearing. You must also follow the process outlined in Question 16. You cannot speak at the hearing if you do not follow this procedure.

**21. What happens if I do nothing at all?**

If you do nothing, you will not receive a cash payment if you are eligible for one. If the Court approves the proposed Settlement, you will be bound by the Court's final judgment and the released claims explained in the Settlement Agreement.

**22. How do I get more information?**

This notice is only a summary of the Settlement. More details about this Settlement, relevant dates, and your rights are available in a longer document called the Settlement Agreement.

You can get a copy of the entire Settlement Agreement by visiting [www.██████████.com](http://www.██████████.com). The website also provides answers to commonly asked questions, plus other information, to help you determine whether you are a Settlement Class Member. In addition, some of the key documents in the case will be posted on the website.

You also may write with questions to the Settlement Administrator at [██████████](mailto:██████████), email [██████████](mailto:██████████), or call the toll-free number, [██████████](tel:██████████).

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**