

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement is entered into by and between Olga Anderson, Kim Breeden, Brenda Walker and Carolyn Clark as putative representatives of the Settlement Class (collectively, “Class Representatives”),¹ on the one hand, and Trans Union LLC, on the other hand, subject to preliminary and final approval by the Court, by and through their respective counsel.

I. RECITALS

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

1.1 The Pending Actions.

Plaintiffs claim that TransUnion’s procedures for obtaining information about CJ/TL Public Records do not adequately capture information about subsequent events that bear on the CJ/TL Public Records, such as satisfaction or dismissal of a judgment, or release or withdrawal of a tax lien. Plaintiffs also claim that TransUnion does not adequately disclose to consumers its source of Public Record information. Accordingly, Plaintiffs contend on a class basis that TransUnion violated Sections 1681e(b) and 1681g(a)(2), and have sought remedy pursuant to Sections 1681n and 1681o of the Fair Credit Reporting Act, 15 U.S.C. 1681, et seq. (the “FCRA”).

1.2 TransUnion’s Denial Of Liability.

TransUnion vigorously denies all claims asserted against it in the Actions, denies all allegations of wrongdoing and liability and has denied all material allegations of the operative complaints on file in the Actions. TransUnion expressly and specifically contends that its past and current procedures with respect to collecting and reporting Public Records, handling disputes relating thereto and disclosing the sources of information, are and were reasonable and compliant

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

with all laws, including, without limitation, the FCRA. Moreover, TransUnion vigorously denies that a litigation class could be certified in the Actions. TransUnion nevertheless desires to settle all claims that are asserted, or which could have been asserted, in the Actions, on the terms and conditions set forth herein, solely for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Actions. Nothing in this Agreement or any other document shall be construed as an admission or evidence of any violation of any federal or state statute, rule or regulation, or principle of common law or equity, or of any liability or wrongdoing whatsoever, or of the truth of any of the claims or facts asserted or to be asserted in the Actions, or of the infirmity of any defenses that TransUnion raised or could have raised against the operative complaints or any other pleading or document filed in the Actions or any other litigation related to the Actions. Further, TransUnion is not estopped from challenging any such claim asserted in any Action or class certification in further proceedings in the Actions or in any other action if the Settlement is not finally approved.

1.3 Settlement Through Mediation.

Class Representatives, Class Counsel, TransUnion and TransUnion's Counsel engaged in extensive, good faith arms'-length negotiations under the supervision of the Magistrate, including by participating in multiple settlement conferences with the Magistrate as well as three day-long sessions and multiple telephonic conferences with a private mediator, Rodney Max. The negotiations and mediation sessions resulted in an agreement on the principal terms of a settlement. It is the desire and intention of the Parties by entering into this Agreement to effect a full, complete and final settlement and resolution of all existing disputes and claims that relate to or arise out of the facts and claims alleged in the Actions.

1.4 Class Counsel's Investigation.

Class Counsel has concluded that a settlement with TransUnion on the terms set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class based upon

their investigation and discovery, and taking into account the sharply contested issues involved, the uncertainty and cost of further prosecution of the Action, and the substantial benefits to be received by the Settlement Class pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, it is hereby STIPULATED AND 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 2.32 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

2.1 "Action" means any one of and "Actions" means all of the putative class actions identified in Exhibit A.

2.2 "ADR Administrator" means a third party administrator to process submissions to the ADR Program.

2.3 "ADR Participant" means a person who submits an ADR Request pursuant to the ADR Program, and who has not previously settled a claim against TransUnion pertaining to the reporting or disclosure of a Public Record. Employees of TransUnion may not be ADR Participants.

2.4 "ADR Proposed Payment" means the proposed payment described in Section 4.2(h) below.

2.5 "ADR Request" means a request for payment pursuant to the ADR Program.

2.6 "ADR Program" means the Alternative Dispute Resolution program described in Section 4.2 below.

2.7 "Adverse Action" shall have the meaning set forth in 15 U.S.C. § 1681a(k).

2.8 "Agreement" means this Stipulation and Agreement of Settlement, including all exhibits hereto.

2.9 "CAFA Notice" means the notice requirements imposed by 28 U.S.C. § 1715(b).

2.10 “CJ/TL Public Record” means a Public Record that is a record of a civil judgment, state tax lien or federal tax lien on file in a court or recorder of deeds.

2.11 “Class Counsel” means Consumer Litigation Associates, P.C., Kelly & Crandall PLC, Francis & Mailman, P.C. and Berger & Montague, P.C.

2.12 “Class Notice” means the method of notice to the Settlement Class set forth in Section 7.2 below.

2.13 “Consumer Report” means a consumer report (as defined in 15 U.S.C. § 1681a(d) of the FCRA) assembled or delivered by TransUnion in its capacity as a nationwide consumer reporting agency as set forth in 15 U.S.C. § 1681a(p) of the FCRA.

2.14 “Court” means the United States District Court, Eastern District of Virginia, the Honorable M. Hannah Lauck presiding.

2.15 “Disposition” means, with respect to a CJ/TL Public Record, the public recording of a satisfaction, appeal, vacatur, dismissal, withdrawal or other disposition, to the extent that it is more favorable to the consumer than the CJ/TL Public Record’s previously-recorded status.

2.16 “Effective Date” means fifteen (15) business days after the Judgment has become Final.

2.17 “FCRA” means the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., and, for purposes of the releases set forth herein, any and all similar or analogous state laws, including, without limitation, the common law of defamation and invasion of privacy.

2.18 “File” shall have the same meaning as set forth in 15 U.S.C. § 1681a(g).

2.19 “File Disclosure” shall have the same meaning as set forth in 15 U.S.C. § 1681g(a).

2.20 “Final” means the date the Judgment becomes final for all purposes, except as set forth in Section 5.4 below, because either (a) no objection has been made to the Settlement and no party has sought to intervene, or (b) if any objection or motion to intervene was made, no appeal has been filed and thirty (30) days have lapsed since entry of the Judgment, and if a

timely appeal has been filed, the appeal is finally resolved, with no possibility of further appellate or other review, resulting in final judicial approval of the Settlement.

2.21 “Final Approval Order” means the order to be entered by the Court finally approving the Settlement and resolving all issues between the Parties, as provided for in Section 9.1 below.

2.22 “Final Fairness Hearing” means the hearing at which the Court will consider and finally decide whether to approve the Settlement, enter Judgment and make such rulings contemplated by this Agreement.

2.23 “Judgment” means a final judgment and order of dismissal with prejudice to be entered by the Court concurrently with the Final Approval Order.

2.24 “Magistrate” means the Honorable David J. Novak or, if he is unable or unwilling to serve, such other United States Magistrate Judge as may be appointed as a substitute.

2.25 “Nationwide Database” means the database TransUnion maintains that requires TransUnion to be a 15 U.S.C. § 1681a(p) Consumer Reporting Agency from which TransUnion delivers File Disclosures to consumers or Consumer Reports.

2.26 “Notice Administrators” means such administrator(s) as may be appointed by the Court (or any successor or replacement administrator(s)) in regard to giving notice to the Settlement Class of this Settlement and the Final Fairness Hearing. The Class Representatives intend to propose RSM US LLP and Kinsella Media, LLC as the Notice Administrators.

2.27 “Ownership Claim” means a claim under the FCRA or comparable state law that TransUnion incorrectly attributed a CJ/TL Public Record to a consumer when it belonged to a different consumer.

2.28 “Parties” means TransUnion and the Class Representatives.

2.29 “Plaintiffs” means the persons identified on Exhibit A hereto, individually, and the Class Representatives.

2.30 “Preliminary Approval Order” means an order to be entered by the Court in the Action, as provided for in Section 8.1 below, substantially in the form attached hereto as Exhibit C.

2.31 “Public Record” means a record of a bankruptcy, civil judgment, state tax lien or federal tax lien, collected by TransUnion or a vendor hired by TransUnion, from a court or recorder of deeds, and reported by TransUnion on a Consumer Report as a public record item. Notwithstanding the foregoing, tradeline information (including without limitation a remark by a furnisher that an account has been included in bankruptcy) is not a “Public Record” for purposes of this Agreement.

2.32 “Released Claim” or “Released Claims” means any and all legal or equitable claims asserted on behalf of a purported class or otherwise asserted on an aggregate basis that were alleged or that could have been alleged in the Actions, the operative complaints in the Actions or any other complaints, pleadings or other papers filed or to be filed in any of the Actions or in any other proceeding, relating in any way to (a) TransUnion’s alleged failure to report correct and up-to-date CJ/TL Public Records because the records did not include satisfactions, appeals, vacatur, dismissals, withdrawals or other favorable Disposition or (b) identification of a Public Record vendor engaged by TransUnion as a source or furnisher of Public Record information, or (whether or not previously alleged) that are predicated on TransUnion’s alleged misattribution of a CJ/TL Public Record to the person to whom it did not belong. Notwithstanding the foregoing, a claim is not a “Released Claim” if it is asserted by an individual consumer solely on behalf of himself or herself, and only if such claim has not been joined with any other person’s claim (except for a spouse or other immediate family member) and has not been aggregated, mass-filed, mass-assembled or asserted in a class-like or representative capacity of any kind.

2.33 “Released Parties” means TransUnion and each of its members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all

or substantially all of TransUnion's assets, stock, units or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents (including, without limitation, holding companies), subsidiaries and affiliates of any of the above; and the past, present and future principals, trustees, partners, insurers, officers, directors, employees, agents, advisors, attorneys, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above. Released Parties also includes any and all resellers or retransmitters of TransUnion data from a Consumer Report, (the "Additional Released Parties"), but the release under this Agreement in favor of the Additional Released Parties shall only release derivative claims solely based on CJ/TL Public Record data delivered by TransUnion from a Consumer Report that otherwise would be subject to this Agreement, shall not release claims that might be asserted under FCRA § 1681k or 1681s-2(b), and shall otherwise be subject to the limitations set forth in Section 2.32 above.

2.34 "Settlement" means this Agreement between the Class Representatives, on behalf of themselves and as proposed representatives of the proposed Settlement Class, on the one hand, and TransUnion, on the other hand, to settle, compromise and release all of the Released Parties from all of the Released Claims, fully, finally and forever.

2.35 "Settlement Class," solely for purposes of this Settlement, means, includes and refers to all consumers in the United States who either: (a) received (between May 20, 2009, and the date of preliminary approval of the Settlement) a File Disclosure from TransUnion's Nationwide Database where such File Disclosure identified a Public Record but where the identity of the vendor who retrieved that item was not disclosed; or (b) had (between July 5, 2014, and the date of preliminary approval of the Settlement) a Consumer Report communicated by TransUnion to a third party where such Consumer Report contained a CJ/TL Public Record where the status of such CJ/TL Public Record was not accurately described or where the CJ/TL Public Record belonged to a different person.

2.36 “Settlement Class Member” means, includes and refers to any individual within the Settlement Class.

2.37 “Settling Counsel” means those law firms and attorneys who represent the plaintiffs in one or more of the Actions and more specifically identified in Exhibit B.

2.38 “Source Disclosure Webpage” means the webpage described in Section 4.3 below.

2.39 “TransUnion” means and refers to Trans Union LLC.

2.40 “TransUnion’s Counsel” means Stroock & Stroock & Lavan LLP; Spotts Fain, PC; and McCandlish Holton.

2.41 “Updating Claim” means a claim under the FCRA or comparable state law related to the status of a CJ/TL Public Record being reporting inaccurately.

III. THE SETTLEMENT CLASS

3.1 Certification Of Settlement Class For Settlement Purposes Only. TransUnion disputes that the elements of Federal Rule of Civil Procedure 23 are satisfied for purposes of a litigation class, disputes that a litigation class would be manageable and denies that any litigation class may be certified in the Actions. However, solely for purposes of avoiding the expense and inconvenience of further litigation, TransUnion does not oppose certification of the Settlement Class for settlement purposes only. No statements, representations or agreements made by TransUnion in connection with the Settlement may be used to establish any of the elements of class certification, other than for settlement purposes. Preliminary certification of the Settlement Class shall not be deemed a concession that certification of a litigation class is appropriate, nor is TransUnion estopped from challenging class certification in further proceedings in the Actions or in any other action, if the Settlement does not become Final.

IV. SETTLEMENT CONSIDERATION

4.1 Injunctive Relief. TransUnion agrees that the Judgment shall include terms enjoining TransUnion as follows:

- (a) For three years from the Effective Date, in the header that accompanies the Public Record section on all File Disclosures from its Nationwide Database where Public Records are disclosed, TransUnion shall include the following disclosure language (or language that is substantially similar): “This section includes public record items from local, state and federal courts and other public record sources that TransUnion may have obtained itself or through a third party vendor. In order to learn the identity of the third-party vendor (if any) that collected the public record item(s) in this section, please visit” the Source Disclosure Webpage; and
- (b) For three years from the Effective Date (or such earlier date, subsequent to the date of entry of the Preliminary Approval Order, as TransUnion may declare, within its sole discretion) TransUnion shall cease reporting CJ/TL Public Records (subject to Section 4.6 below); and
- (c) For eighteen (18) months from the Effective Date, TransUnion shall implement and maintain the ADR Program described in Section 4.2 below.

4.2 ADR Program.

- (a) All consumers meeting the criteria set forth in Sections 4.2(e) and 4.2(f) below shall have the right to participate, as an ADR Participant, in the ADR Program described herein, for the period described in Section 4.1(c) above, by submitting an ADR Request. TransUnion may, but is not required to, maintain the ADR Program for longer than is required pursuant to Section 4.1(c) above.
- (b) ADR Requests shall be submitted via U.S. Mail to the ADR Administrator or electronically via a website or portal to be maintained by the ADR Administrator. The Notice Administrator’s website will contain a weblink

to the ADR Administrator's system but the Notice Administrator will not have access to such system or to any consumer personal identifying information that might be submitted through that system (unless the same entity is selected to serve as both Notice Administrator and ADR Administrator).

- (c) TransUnion shall retain the ADR Administrator. The ADR Administrator shall be neutral and independent of TransUnion's governance. The cost of the ADR Administrator shall be borne by TransUnion. Any disputes or disagreements regarding the supervision of the ADR Administrator shall be summarily resolved by the Magistrate.
- (d) The ADR Administrator shall review each ADR Request and provide a recommendation to TransUnion, within twenty-one (21) days of receipt of the ADR Request, whether or not the requisite elements, set forth in Sections 4.2(e) and 4.2(f) below, are prima facie satisfied, and if so shall transmit the ADR Request (or a copy or electronic summary thereof) to TransUnion. If the ADR Administrator determines that the ADR Request is deficient but potentially capable of cure, then the ADR Administrator will notify the ADR Participant, using standardized formats to the extent reasonable, and will provide the ADR Participant with a reasonable opportunity to cure the deficiency. Notwithstanding the foregoing, ADR Requests that are repeatedly deficient, or that the ADR Administrator determines were generated or submitted en masse, through automated technology or otherwise, or that otherwise appear to be submitted in bad faith (such as by a credit repair organization) or without the personal involvement of the consumer, will be summarily rejected by the ADR Administrator, with no recommendation made, no further transmission of

the ADR Request to TransUnion and no requirement for TransUnion or the ADR Administrator to communicate further with the submitter of the ADR Request.

- (e) An ADR Participant must submit the following with his or her signed ADR Request regarding an Updating Claim:
- (i) The ADR Participant's full name, current address, date of birth and last four digits of his or her social security number, and a description of the CJ/TL Public Record, the CJ/TL Public Record's Disposition, the approximate date of the CJ/TL Public Record's Disposition, the name of the party taking Adverse Action and the approximate date of Adverse Action; and
 - (ii) Evidence (such as in the form of a date-stamped court record or similar document) demonstrating that the CJ/TL Public Record's accurate Disposition was publicly filed or recorded and reflecting the date it was publicly filed; and
 - (iii) Evidence of Adverse Action, occurring after July 5, 2014, and at least sixty (60) days after the Disposition of the CJ/TL Public Record was publicly filed or recorded, as required by Section 4.2(e)(ii) above, in the form of: (1) an Adverse Action notice (or other written statement from a creditor) referencing a CJ/TL Public Record, or (2) a written statement of the ADR Participant setting forth specific details regarding an Adverse Action, including identification of the creditor, date and nature of the Adverse Action, and stating that the Adverse Action occurred because TransUnion did not accurately report the CJ/TL Public Record; and

- (iv) If an enhancement is sought, information about when the CJ/TL Public Record had previously been disputed with TransUnion.
- (f) An ADR Participant must submit the following with his or her signed ADR Request regarding an Ownership Claim:
- (i) The ADR Participant's full name, current address, date of birth and the last four digits of his or her social security number, and a description of the CJ/TL Public Record that was allegedly misattributed to the ADR Participant, the name of the party taking Adverse Action by reason of the allegedly misattributed CJ/TL Public Record and the approximate date of Adverse Action; and
 - (ii) Evidence that the CJ/TL Public Record was inaccurately attributed to the ADR Participant in the form of: (1) a copy of the misattributed CJ/TL Public Record, or (2) a TransUnion Consumer Report or Consumer Disclosure reflecting the misattributed CJ/TL Public Record; and
 - (iii) Evidence of Adverse Action, occurring after July 5, 2014, and at least sixty (60) days after the misattributed CJ/TL Public Record was added to the Settlement Class Member's File in the form of: (1) an Adverse Action notice (or other written statement from a creditor) referencing a misattributed CJ/TL Public Record, or (2) a written statement of the ADR Participant setting forth specific details regarding the Adverse Action, including identification of the creditor, date and nature of the Adverse Action, and stating that the Adverse Action occurred because TransUnion reported the misattributed CJ/TL Public Record on a Consumer Report; and

- (iv) If an enhancement is sought, information about when the misattributed CJ/TL Public Record had previously been disputed with TransUnion.
- (g) TransUnion maintains the right to verify the information submitted in the ADR Request and shall evaluate all ADR Requests in good faith and make a determination whether to offer an ADR Proposed Payment within twenty-one (21) days of receipt of the ADR Request from the ADR Administrator. There shall be no entitlement to an ADR Proposed Payment if the requirements in Sections 4.2(e) and 4.2(f) above cannot be verified or are not satisfied.
- (h) Upon TransUnion's determination that all requirements of Sections 4.2(e) and 4.2(f) above have been satisfied, it shall offer to the ADR Participant an ADR Proposed Payment in the amount of \$1,500. TransUnion shall offer a \$500 enhancement to the ADR Proposed Payment (but only for otherwise qualifying ADR Requests) if the ADR Participant previously disputed the CJ/TL Public Record with TransUnion, TransUnion did not resolve the dispute in the ADR Participant's favor and the Adverse Action evidenced by the ADR Request occurred at least sixty (60) days following TransUnion's resolution of the ADR Participant's dispute. TransUnion may, but is not obligated to, offer an ADR Proposed Payment even if all the requirements of Sections 4.2(e) and 4.2(f) above have not been satisfied.
- (i) An ADR Participant who chooses to accept an ADR Proposed Payment will be required to give a full, general release of all FCRA and comparable state-law claims (including unknown claims) relating to the identified CJ/TL Public Record and its reporting and disclosure. The ADR

Participant also will be required to provide an IRS Form W-9 with a valid Social Security Number that matches the information originally submitted with the ADR Request. ADR Participants, and not TransUnion, shall be responsible for any taxes that might be owed on any payments made to the ADR Participants pursuant to this Settlement.

- (j) Upon receipt of an offer of an ADR Proposed Payment, the ADR Participant must accept the ADR Proposed Payment by submitting an executed release and executed IRS Form W-9 within ninety (90) days. If the ADR Participant fails to respond within ninety (90) days, the ADR Proposed Payment offer shall be deemed rejected.
- (k) TransUnion shall issue a check to the ADR Participant after receipt of the ADR Participant's executed release and IRS Form W-9. TransUnion shall prepare checks one time per month, to include payments to all ADR Participants whose executed releases and IRS Form W-9s were received by TransUnion at least twenty-one (21) days prior to the check preparation time. Payment will be made directly to the ADR Participant, not to his or her attorney, even if an attorney claims to represent the ADR Participant. No attorney lien on any payment shall be permitted or honored. TransUnion shall not be responsible for any attorneys' fees or costs incurred by any ADR Participant. To the extent any ADR Participant has an attorney, the ADR Participant shall be responsible for any attorneys' fees or costs that may be owed.
- (l) If an ADR Proposed Payment is not accepted by the ADR Participant, or if no ADR Proposed Payment is offered, the ADR Participant shall preserve his or her right to sue (if any) TransUnion, with the FCRA statute of limitations tolled between the period when the ADR Request is

transmitted to TransUnion and thirty (30) days after TransUnion transmits its response to the ADR Request, but claims that are time-barred as of the date of the ADR Request are not revived.

- (m) In the event that the ADR Administrator determines that an ADR Request prima facie satisfies the criteria within the scope of its initial review, but TransUnion nonetheless determines that no ADR Proposed Payment will be offered because the ADR Request does not meet all of the requirements set forth in Sections 4.2(e) and/or 4.2(f) above, was not valid, was not capable of verification or was found to be falsified, then TransUnion shall report to Class Counsel relevant information about each such ADR Request before declining to offer an ADR Proposed Payment. Such decisions may be held and presented to Class Counsel for review as a group, no less frequently than every thirty (30) days. If Class Counsel does not contact TransUnion about such ADR Request within fifteen (15) days of its being reported to Class Counsel, then TransUnion may instruct the ADR Administrator to deny such ADR Request. The deadline for TransUnion to respond to the ADR Participant, as set forth in Section 4.2(g) above, shall be suspended pending any review or potential review by Class Counsel pursuant to this subsection.
- (n) Information about the ADR Program shall be provided on the Notice Administrator's website, and after the Effective Date, instructions on how to make an ADR Request and a weblink to the ADR Administrator's website or portal will be provided on the Notice Administrator's website. The costs of providing notice of the ADR Program as set forth in this Section 4.2(n) shall be included in the total budget for costs of notice and administration set forth in Section 7.1 below.

- (o) Class Counsel agree to notify their clients, when appropriate, of the availability of the ADR Program, and if any Settlement Class Member presents to them a CJ/TL Public Records claim within the scope of this Agreement, they will participate in the ADR Program in the first instance before commencing litigation.
- (p) Either Class Counsel or TransUnion's Counsel may submit to the Magistrate concerns regarding the processing of submissions of ADR Requests, the receipt of mass-generated or fraudulent ADR Requests, or any other dispute or disagreement regarding the ADR Program.
- (q) The ADR Administrator shall provide Class Counsel access to all documents submitted by ADR Participants and all documents related to determinations made by the ADR Administrator. TransUnion shall provide data and information no less frequently than every thirty (30) days regarding the number of submissions the ADR Administrator finds to meet or fail to meet the ADR Program requirements, and TransUnion's subsequent decisions regarding whether to offer an ADR Proposed Payment. Class Counsel also shall have the right to review particular ADR Requests for the purposes of determining whether the terms of this Agreement are being performed.
- (r) Any deadlines set forth in this Section 4.2 may be extended for a reasonable period based on the volume or complexity of ADR Requests received, upon TransUnion's providing notice to Class Counsel, and subject to Class Counsel's right to request that the Magistrate approve only a shorter extension.

4.3 Source Disclosure Webpage. The Source Disclosure Webpage shall be maintained by TransUnion during the period set forth in Section 4.1(a), and shall disclose the

name, mailing address and web address (if any) for third-party vendors then used by TransUnion in a manner that will reasonably permit the consumer to locate and identify the specific vendor retained to collect the type (including jurisdiction) of Public Record found in the consumer's File Disclosure. The Source Disclosure Webpage also shall have a link to the Notice Administrator's website while it remains open. Subject to further good faith negotiations between Class Counsel and TransUnion, with any disputes to be resolved by the Magistrate, Trans Union will include information about the changes it is making to its CJ/TL Public Record reporting pursuant to this Agreement as well as other information that it typically makes available to consumers, such as how to dispute a Public Record, or otherwise provide links to TransUnion's other web pages providing such information.

4.4 Change in Law. The provisions of Section 4.1 above shall terminate prospectively and TransUnion shall have no further obligation or liability thereunder in the event of any change in federal law which prohibits or renders infeasible anything required by this Agreement; and, in such event, TransUnion shall be entitled to disclose and/or report in accord with federal law. In the event of any change covered by this Section, the remaining terms of this Agreement shall remain in force and effect. If TransUnion makes any such changes based on this provision, it shall first and promptly provide notice to Class Counsel, who may bring any objection to the Magistrate for decision.

4.5 Other Negotiated Changes to Industry Practice. Class Counsel have studied, developed and proposed the injunctive relief negotiated in this Agreement and believe it is the appropriate consideration necessary to satisfy the terms of the Released Claims and other consideration forgone by the Settlement Class. In the event that Class Counsel hereafter settles with Equifax Information Services, LLC ("Equifax") or Experian Information Solutions, Inc. ("Experian") on behalf of a substantially congruent class to the Settlement Class herein or a class that includes a substantial portion of the Settlement Class herein, and such settlement includes business practice change injunctive relief that is different from the injunctive relief set forth in

this Settlement, TransUnion may, upon reasonable notice to Class Counsel, and subject to Class Counsel's right to object to the Magistrate, conform its conduct to the injunctive relief negotiated with Equifax and/or Experian, without being deemed to be in violation of this Agreement or the Judgment contemplated to be entered pursuant to this Agreement.

4.6 Post-2019 Relief From Injunction Against Reporting CJ/TL Public Records.

Notwithstanding Section 4.1(b), TransUnion may report newly acquired CJ/TL Public Records beginning sixty (60) days after providing to Class Counsel notice and details of TransUnion's new collection process, and provided that the new collection process: (a) meets the agreed matching standards detailed herein, (b) Dispositions are collected at a frequency of sixty (60) days or less, and (c) where such new collection process is sufficiently standardized and rigorous to ensure the accuracy and completeness of the CJ/TL Public Records (including updates) obtained. Class Counsel shall have thirty (30) days after notice within which to assert an objection to this proposed change, which shall be decided by the Magistrate. TransUnion shall not include any CJ/TL Public Record on any Consumer Report unless the underlying CJ/TL Public Records, as well as the Dispositions, are made available to TransUnion with sufficient personal identifying information to conclusively match the record to a consumer File, including a matching first and last name, and a full date of birth and/or at least the last four SSN digits. TransUnion may not report newly acquired CJ/TL Public Records pursuant to this Section 4.6 until after the later of: (a) December 31, 2019, or (b) eighteen (18) months after either (i) the Effective Date or (ii) the earlier date TransUnion declares under Section 4.1(b), above (i.e., when deletion of CJ/TL Public Records is initially implemented).

V. ATTORNEYS' FEES AND COSTS, AND SERVICE AWARDS TO THE CLASS REPRESENTATIVES

5.1 Class Counsel will apply to the Court for attorneys' fees, costs and service awards for each Class Representative not to exceed \$16,200,000 in the aggregate and to be paid by or on behalf of TransUnion. This amount is intended by TransUnion to compensate in full Class Counsel and all of the Settling Attorneys in all of the Actions, and none of the Plaintiffs or their

counsel shall be entitled to apply or ask for any further fees or costs from the Court or any other court beyond this total amount. To the extent any Plaintiffs are represented by any other attorneys in any of the Actions, Class Counsel, and not TransUnion, shall be responsible to ensure that all fees due and owing to such other attorneys are paid. Prior to submission of this Settlement to the Court for Preliminary Approval, all Class Counsel shall confirm in writing to the Magistrate their unanimous agreement that they have reached their own agreement as to how such fees and costs reimbursement shall be paid and allocated between all cases and all counsel. TransUnion will not oppose the application for fees, costs and service awards so long as it does not exceed the total of \$16,200,000 in the aggregate. Class Representatives may seek a service award from the aggregate amount.

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

5.3 Payment of attorneys' fees, costs and service awards shall occur on the later of ten (10) business days after the Effective Date or, if there is a challenge to attorneys' fees, costs and/or service awards that is not resolved prior to the Effective Date, ten (10) business days after such challenge is Final.

5.4 TransUnion will not oppose Class Counsel's petition for fees, costs and service award, so long as the total amount requested does not exceed the amount set forth in Section 5.1 above. Failure by the Court to approve attorneys' fees, costs or the service award shall not be grounds for any person to withdraw from the Settlement, and shall not delay the Settlement becoming Final as set forth in Section 2.20 above, and shall not delay the Effective Date of the releases described in Section 6.1 below.

VI. RELEASE AND DISMISSAL

6.1 Release of Released Claims. As of the Effective Date of the Settlement, each Class Representative, each Plaintiff and each Settlement Class Member, and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and all persons acting for or on their behalf, shall be deemed to have fully, finally and forever released the Released Parties from all Released Claims described in Section 2.32 above.

6.2 Dismissal. Upon entry of the Final Approval Order, Plaintiffs shall take all actions necessary to dismiss with prejudice all litigation by Plaintiffs against TransUnion in any court, including, without limitation, all of the Actions.

VII. NOTICE AND SETTLEMENT ADMINISTRATION

7.1 Costs Of Notice And Administration. A budget not to exceed \$1,675,000 shall be established for all class notice and administration of the ADR Program (other than TransUnion's internal costs associated with administering the ADR Program, and costs incurred by the ADR Administrator).

7.2 Notice Plan. The Parties shall propose a notice plan to be approved by the Court (contemporaneous with entry of the Preliminary Approval Order or soon thereafter), to contain the following components, to be consistent with the requirements of applicable law, including both Federal Rule of Civil Procedure 23(e) and Due Process, and to ensure there is sufficient publicity of the ADR Program:

- (a) Direct Notice. Direct notice shall be sent by the Notice Administrator to approximately 2 million individuals via email compiled for providing notice of settlement in *Jenkins v. Equifax Information Services, LLC*, United States District Court for the Eastern District of Virginia, Case No. 3:15-cv-00443-MHL.
- (b) Website Notice. The Notice Administrator shall, promptly after entry of the Preliminary Approval Order, establish a website containing key

information and documents pertaining to the Settlement and the relief to be provided herein. The website will include a long-form notice in a format to be agreed by the Parties and to be presented to the Court for approval. The website shall remain live through completion of the ADR Program, and from time to time will be updated to reflect events in the Settlement approval process.

- (c) Publication Notice. The Notice Administrator shall develop a reasonable program of publication notice, to be presented to the Court for approval.
- (d) New Media Notice. The Notice Administrator shall develop a reasonable program of notice via additional media, which may potentially involve, without limitation, online media, paid search, social media campaigns or other technologies, to be presented to the Court for approval.
- (e) Toll-Free Telephone Information. The Notice Administrator shall also establish a toll-free telephone number, which shall connect Settlement Class Members with an Interactive Voice Response (IVR) system with a script explaining the nature and details of the Settlement. Live operators are not contemplated, and questions or requests for assistance will be referred to Class Counsel.
- (f) Post-Final Approval Publicity of the ADR Program. Class Counsel will ensure, through an announcement jointly drafted with TransUnion, that state and federal consumer protection agencies, attorneys general and military legal assistance contacts, appropriate consumer groups and organizations, including legal aid and other similar organizations, and private attorneys who focus on representing consumers are informed of the ADR Program. Class Counsel shall utilize their best efforts, including their personal and professional networks of consumer attorney

associations and advocacy organizations to ensure that reputable consumer advocacy organizations and practitioners are apprised of the ADR Program. Any disputes as to who shall receive such communications shall be resolved by the Magistrate.

7.3 Selection of the Administrators. Subject to the Court's approval, the Parties have agreed to the selection of the Notice Administrators. TransUnion still is considering its selection of the ADR Administrator, which is subject to Class Counsel's consent, which shall not be unreasonably withheld, and the Court's approval.

VIII. PRELIMINARY APPROVAL

8.1 Preliminary Approval Order. As set forth in the Preliminary Approval Order, the Class Representatives will seek the Court's approval of this Agreement by filing an appropriate Motion for Preliminary Approval and seeking entry of the Preliminary Approval Order in *Clark* Action (as defined in the Preliminary Approval Order) upon conditional consolidation of the *Clark* Action and the *Anderson* Action (as defined in the Preliminary Approval Order). The Parties shall cooperate in presenting such papers to the Court as may be necessary to effectuate the intent and purposes of this Agreement. Among other things, the Preliminary Approval Order shall specifically include the following:

- (a) A determination that, for settlement purposes only, the *Clark* Action and the *Anderson* Action, as conditionally consolidated only for purposes of effectuating the Settlement, may be maintained as a class action on behalf of the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(2);
- (b) An appointment of the Notice Administrator and a finding that the Class Notice as described in Section 7.2 above is the only notice to the Settlement Class that is required, and that such notice satisfies the

requirements of Due Process, the Federal Rules of Civil Procedure and any other applicable laws;

- (c) A preliminary finding that the Settlement is fair, reasonable and adequate for the Settlement Class and within the range of possible approval;
- (d) A preliminary finding that the Class Representatives fairly and adequately represent the interests of the Settlement Class;
- (e) A preliminary appointment of Class Counsel finding that Class Counsel are adequate to act as counsel for the Settlement Class;
- (f) Set a date for the Final Fairness Hearing, to determine whether there exists any reasonable basis why the Settlement should not be approved as being fair, reasonable and adequate, and in the best interests of the Settlement Class and why Judgment should not be entered thereon;
- (g) Establishment of a procedure for Settlement Class Members to object to the proposed Settlement and setting a deadline after which no Settlement Class Member shall be allowed to object to the proposed Settlement;
- (h) Entry of a preliminary injunction as to Plaintiffs, the Settlement Class and any person or entity allegedly acting on behalf of the Settlement Class, either directly, representatively or in any other capacity, enjoining them from commencing or prosecuting against the Released Parties, any action or proceeding in any court or tribunal asserting any of the Released Claims; and
- (i) Staying all proceedings in the Actions except as may be necessary to implement the Settlement or comply with the terms of the Agreement.

8.2 Stay Following Preliminary Approval Order. Upon entry of the Preliminary Approval Order, the Parties shall promptly cooperate in filing such papers as may be necessary

to obtain a stay of the proceedings in all of the Actions, except as may be necessary to implement the Settlement or comply with the terms of the Agreement.

8.3 Denial Of Preliminary Approval Order. If the Court fails for any reason to enter the Preliminary Approval Order substantially in the form attached hereto as Exhibit C or to certify the Settlement Class for settlement purposes consistent with the provisions hereof, and if all Parties do not agree jointly to appeal such ruling, this Agreement shall terminate and be of no further force or effect without any further action by the Parties. In the event that the Court fails to enter the Preliminary Approval Order substantially in the form attached hereto as Exhibit C, the Parties shall return to the status quo ante as of February 9, 2018, as if no Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses as of February 9, 2018, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any individual within the proposed Settlement Class. In such an event, nothing in this Agreement or filed in connection with seeking entry of the Preliminary Approval Order shall be construed as an admission or concession by TransUnion of the allegations raised in the Actions, or any other action, of any fault, wrongdoing or liability of any kind, nor is TransUnion estopped from challenging those allegations in further proceedings in the Actions or in any other action.

8.4 Objections To Settlement.

- (a) Right To Object. Any Settlement Class Member may appear at the Final Fairness Hearing to argue that the proposed Settlement should not be approved and/or to oppose the application of Class Counsel for an award of attorneys' fees and costs and the service award to the Class Representatives.
- (b) Deadline. Any such objection must be filed with the Clerk of the United States District Court, Eastern District of Virginia, 701 East Broad Street, Richmond, Virginia 23219, not later than thirty (30) days before the Final

Fairness Hearing. Notwithstanding this deadline, objections solely as to attorneys' fees or service awards may be made no later than seven (7) days after the filing of a motion for the award of attorneys' fees and/or service awards. Copies of all objections also must be served electronically via the Court's ECF system or mailed, postmarked no later than by the date due, to each of the following: Class Counsel, Leonard A. Bennett, Consumer Litigation Associates, 763 J Clyde Morris Boulevard, Suite 1A, Newport News, Virginia 23601; and TransUnion's Counsel, Stephen J. Newman, Esq., Stroock & Stroock & Lavan LLP, 2029 Century Park East, Los Angeles, California 90067.

- (c) Content Of Objections. All objections must include: (i) the objector's name, address and telephone number; (ii) a sentence stating that to the best of his or her knowledge he or she is a member of the Settlement Class; (iii) the factual basis and legal grounds for the objection to the Settlement; (iv) the identity of witnesses whom the objector may call to testify at the Final Fairness Hearing; (v) the name and address of any attorney who has drafted or helped draft the objection; and (vi) copies of exhibits the objector may seek to offer into evidence at the Final Fairness Hearing.

IX. FINAL APPROVAL OF SETTLEMENT AND OTHER CONDITIONS

9.1 Final Fairness Hearing. On a date to be set by the Court, but in no event earlier than June 22, 2018, in order to comply with 28 U.S.C. § 1715(d), the Class Representatives will seek entry of the Final Approval Order granting final approval of the Settlement and entering Judgment. The Final Approval Order will:

- (a) Provide that the *Clark* Action and the *Anderson* Action, as defined in the Preliminary Approval Order and conditionally consolidated only for purposes of effectuating the Settlement, may be maintained as a class

action only for purposes of the Settlement on behalf of the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(2);

- (b) Find that Class Representatives fairly and adequately represent the interests of the Settlement Class;
- (c) Find that Class Counsel adequately represents the Class Representatives and the Settlement Class;
- (d) Find that the Class Notice satisfied the requirements of Due Process, the Federal Rules of Civil Procedure and any other applicable laws;
- (e) Find that the Settlement is fair, reasonable and adequate to the Settlement Class and that each Settlement Class Member shall be bound by the Settlement, including the releases contained in Section 6.1 above;
- (f) Find that the Settlement represents a fair resolution of all Released Claims asserted on behalf of the Settlement Class and fully and finally resolves and releases all such Released Claims;
- (g) Find that the procedures required in Sections 4.1(a) and 4.1(b) comply with Section 1681e(b) and Section 1681g(a)(2) in regard to the reporting of CJ/TL Public Records and the disclosure of the sources of Public Records;
- (h) Order TransUnion to implement the procedures required in Sections 4.1 and 4.2;
- (i) Order that the Settlement should be, and is, approved;
- (j) Determine the amount of any attorneys' fees and costs awarded to Class Counsel and any service award to the Class Representatives that may be paid;
- (k) Overrule any objections;

- (l) Dismiss, on the merits and with prejudice, all claims in the Actions, 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;
- (m) Enjoin the prosecution of any and all Released Claims; and
- (n) 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 Section 6.1 above pursuant to the All Writs Act, 28 U.S.C. § 1651, or any other applicable law.

9.2 Upon the Effective Date: (a) Class Counsel and Plaintiffs will request that all cases pending outside the Eastern District of Virginia will be dismissed with prejudice; (b) in the Clark Action, the Parties will request that the Court vacate its prior Order (ECF No. 131) regarding class certification, and dismiss the First Amended Class Complaint (ECF No. 10) with prejudice; and (c) the Parties will request the Fourth Circuit to dismiss the appeal, Case No. 17-2208, as mooted by this Settlement.

X. TERMINATION OF AGREEMENT

10.1 Non-Approval Of Agreement. This Agreement is conditioned upon final approval without material modification by the Court. In the event that the Agreement is not so approved, the Parties shall return to the status quo ante as of February 9, 2018, as if no Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses as of February 9, 2018, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class. In the event that the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the

Parties shall have the right to withdraw from the Agreement and return to the status quo ante as of February 9, 2018, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class.

XI. MISCELLANEOUS PROVISIONS

11.1 Further Assurances. Each of the Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement.

11.2 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 Magistrate (or, if he is unavailable, to any magistrate judge of the Eastern District of Virginia) for binding resolution. The Parties shall bear their own attorneys' fees and costs, except the Magistrate shall have discretion to award attorneys' fees if he determines that the losing party has acted in bad faith or in unreasonable opposition to the opposing party's position.

11.3 Publicity. The Parties, Class Counsel and TransUnion's Counsel agree not to issue press releases or communicate with the media regarding this Settlement or the Action until after the Settlement is Final (except as may be permitted pursuant to Section 7.2 above). Any press release by Class Counsel not otherwise permitted shall be approved by TransUnion, or if not so approved only after obtaining approval by the Magistrate. Nothing in this Section shall be construed to preclude Class Counsel from communicating with Plaintiffs or any Settlement Class Member. In particular, nothing in this Section shall be construed to preclude Class Counsel from advising Settlement Class Members on how to submit an ADR Request or how to obtain any of the other benefits of the Settlement. Further, nothing in this Section shall be construed to preclude TransUnion from disclosing information regarding this Settlement with: (a) its subscribers for business-related purposes; (b) as required by law, statute, rule, regulation, order, or any other requirement or determination of any court, governmental entity or regulatory entity;

or (c) as may be authorized by Class Counsel in writing. Nothing in this section shall prohibit the Notice Administrators from issuing a press release or otherwise engaging with the media regarding the Settlement, consistent with this Agreement and subject to Class Counsel's, TransUnion's and TransUnion's Counsel's approval.

11.4 Entire Agreement. This Agreement constitutes the entire agreement between and among the Parties with respect to the Settlement. This Agreement supersedes all prior negotiations and agreements, including, without limitation, all proposals made by the Mediator, all term sheets exchanged at or prior to any mediation or settlement conference, the memorandum of understanding signed on or about February 23, 2018, all prior drafts of this Agreement, and all correspondence relating to any of the above. The Parties, and each of them, represent and warrant that no other party or any agent or attorney of any of the Parties has made any promise, representation or warranty whatsoever not contained in this Agreement to induce them to execute the same. The Parties, and each of them, represent and warrant that they have not executed this Agreement in reliance on any promise, representation or warranty not contained in this Agreement.

11.5 Confidentiality. Any and all drafts of this Agreement and other settlement documents relating to the negotiations between the Parties, including without limitation the memorandum of understanding signed on or about February 23, 2018, will remain confidential and will not be disclosed or duplicated except as necessary to obtain preliminary and/or final Court approval. This provision will not prohibit the Parties from submitting this Agreement to the Court in order to obtain preliminary and/or final approval of the Settlement or from submitting this Agreement to the Notice Administrator, ADR Administrator or TransUnion's insurance carrier(s) for purposes of effecting the Settlement as contemplated in this Agreement. It is agreed that, within thirty (30) days after the Effective Date, the originals and all copies of all confidential or highly confidential documents and/or information subject to protective order in any of the Actions shall be destroyed or returned to the designating Parties.

11.6 Successors And Assigns. The Agreement shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the Parties.

11.7 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.

11.8 Authority. The person signing this Agreement on behalf of TransUnion warrants and represents that he or she is authorized to sign on its behalf. The Class Representatives have personally signed this Agreement.

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

11.10 Construction. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any of the Parties. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision valid to the fullest extent possible consistent with applicable precedent so as to find all provisions of this Agreement valid and enforceable. After applying this rule of construction and still finding a provision invalid, the Court shall thereupon interpret the invalid provision to the fullest extent possible to otherwise enforce the invalid provision. The invalidity of any one provision shall not render this Agreement otherwise invalid and unenforceable unless the provision found to be invalid materially affects the terms of this Agreement after application of the rules of construction set forth in this paragraph.

11.11 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.

11.12 Notices/Communications. All requests, demands, claims and other communications hereunder shall: (a) be in writing; (b) be delivered by U.S. Mail and facsimile; (c) be deemed to have been duly given on the date received; and (d) be addressed to the intended recipients as set forth below:

If to Plaintiff or the Settlement Class:

Leonard A. Bennett, Esq.
Consumer Litigation Associates
763 J Clyde Morris Boulevard, Suite 1A
Newport News, VA 23601
Fax: (757) 930-3662

If to TransUnion:

Executive Vice President – Corporate General Counsel
Trans Union LLC
555 West Adams Street
Chicago, IL 60661
Fax: (312) 466-6307

and

Stephen J. Newman, Esq.
Stroock & Stroock & Lavan LLP
2029 Century Park East
Los Angeles, CA 90067
Fax: (310) 556-5959

Each of the Parties may change the address to which requests, demands, claims or other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth herein.

11.13 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 several signature pages 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.

Agreed and accepted:

Dated: _____, 2018

By: _____
Olga Anderson

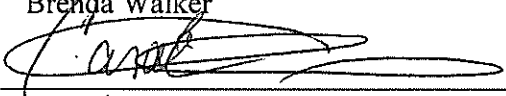
Dated: _____, 2018

By: _____
Kim Breeden

Dated: _____, 2018

By: _____
Brenda Walker

Dated: March 14, 2018

By:  _____
Carolyn Clark

Dated: _____, 2018

TRANS UNION LLC

By _____

Name: _____

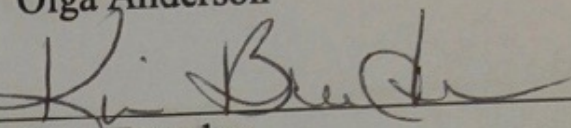
Title: _____

Agreed and accepted:

Dated: _____, 2018

By: _____
Olga Anderson

Dated: 3/14, 2018

By: 
Kim Breeden

Dated: _____, 2018

By: _____
Brenda Walker

Dated: _____, 2018

By: _____
Carolyn Clark

Dated: _____, 2018

TRANS UNION LLC

By: _____
Name:
Title:

Agreed and accepted:

Dated: 3-14, 2018

By: 
Olga Anderson

Dated: _____, 2018

By: _____
Kim Breeden

Dated: _____, 2018

By: _____
Brenda Walker

Dated: _____, 2018

By: _____
Carolyn Clark

Dated: _____, 2018

TRANS UNION LLC

By: _____

Agreed and accepted:

Dated: _____, 2018

By: _____
Olga Anderson

Dated: _____, 2018

By: _____
Kim Breeden

Dated: 3/14, 2018

By: Brenda Walker
Brenda Walker

Dated: _____, 2018

By: _____
Carolyn Clark

Dated: _____, 2018

TRANS UNION LLC

By _____
Name:
Title:

convenience, the several signature pages 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.

Agreed and accepted:

Dated: _____, 2018

By: _____
Olga Anderson

Dated: _____, 2018

By: _____
Kim Breeden


Dated: _____, 2018

By: _____
Brenda Walker

Dated: _____, 2018

By: _____
Carolyn Clark

Dated: March 14, 2018

TRANS UNION LLC
By: 
Name: John W. Blenke
Title: Executive Vice President,
Corporate General Counsel and
Assistant Secretary

Approved as to form and content:

Dated: 3/14, 2018

CONSUMER LITIGATION ASSOCIATES

By  _____

Leonard A. Bennett

Attorneys for Class Representatives and the Settlement Class

Dated: _____, 2018

BERGER & MONTAGUE, P.C.


By _____

E. Michelle Drake

Attorneys for Class Representatives and the Settlement Class

Dated: 3/14, 2018

KELLY & CRANDALL PLC

By  _____

Kristi Kelly

Attorneys for Class Representatives and the Settlement Class

Dated: _____, 2018

FRANCIS & MAILMAN, P.C.

By _____

James Francis

Attorneys for Class Representatives and the Settlement Class

Approved as to form:

Dated: _____, 2018

STROOCK & STROOCK & LAVAN LLP

By _____

Stephen J. Newman

Attorneys for Trans Union LLC

Approved as to form and content:

Dated: _____, 2018

CONSUMER LITIGATION ASSOCIATES


By _____

Leonard A. Bennett

Attorneys for Class Representatives and the Settlement Class

Dated: March 14, 2018

BERGER & MONTAGUE, P.C.

By  _____

E. Michelle Drake

Attorneys for Class Representatives and the Settlement Class

Dated: _____, 2018

KELLY & CRANDALL PLC

By _____

Kristi Kelly

Attorneys for Class Representatives and the Settlement Class

Dated: _____, 2018

FRANCIS & MAILMAN, P.C.

By _____

James Francis

Attorneys for Class Representatives and the Settlement Class

Approved as to form:

Dated: _____, 2018

STROOCK & STROOCK & LAVAN LLP

By _____

Stephen J. Newman

Attorneys for Trans Union LLC

Approved as to form and content:

Dated: _____, 2018

CONSUMER LITIGATION ASSOCIATES

By _____

Leonard A. Bennett

Attorneys for Class Representatives and the Settlement Class

Dated: _____, 2018

BERGER & MONTAGUE, P.C.

By _____

E. Michelle Drake

Attorneys for Class Representatives and the Settlement Class

Dated: _____, 2018

KELLY & CRANDALL PLC

By _____

Kristi Kelly

Attorneys for Class Representatives and the Settlement Class

Dated: _____, 2018

FRANCIS & MAILMAN, P.C.

By _____

James Francis

Attorneys for Class Representatives and the Settlement Class

Approved as to form:

Dated: _____, 2018

STROOCK & STROOCK & LAVAN LLP

By _____

Stephen J. Newman

Attorneys for Trans Union LLC

Approved as to form and content:

Dated: _____, 2018

CONSUMER LITIGATION ASSOCIATES

By _____

Leonard A. Bennett

Attorneys for Class Representatives and the Settlement Class

Dated: _____, 2018

BERGER & MONTAGUE, P.C.

By _____

E. Michelle Drake

Attorneys for Class Representatives and the Settlement Class

Dated: _____, 2018

KELLY & CRANDALL PLC

By _____

Kristi Kelly

Attorneys for Class Representatives and the Settlement Class

Dated: _____, 2018

FRANCIS & MAILMAN, P.C.

By _____

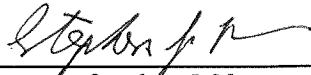
James Francis

Attorneys for Class Representatives and the Settlement Class

Approved as to form:

Dated: March 14, 2018

STROOCK & STROOCK & LAVAN LLP

By  _____

Stephen J. Newman

Attorneys for Trans Union LLC

Exhibit A

(Plaintiffs and Actions)

Case Name	Court / Case No.	No. of Named Plaintiffs
Olga Anderson et al. v. Trans Union LLC	E.D. Va. / 3:16-cv-00558	3
Carolyn Clark v. Trans Union LLC	E.D. Va. / 3:15-cv-00391	1
Deidre L. Dennis v. Trans Union LLC	E.D. Pa. / 2:14-cv-02865	1
Juan De La Rosa v. Trans Union LLC	S.D.N.Y. / 1:18-cv-0073	1
Brigitte A. Jakob v. Trans Union LLC	E.D. Wis. / 2:17-cv-01247	1
Treva Sudell Jones v. Trans Union LLC	W.D. Tenn. / 1:17-cv-01167	1
Herbert S. Lustig v. Trans Union LLC	E.D. Pa. / 2:17-cv-01175	1
David Matthews & Brenda Matthews v. Trans Union LLC	E.D. Pa. / 2:17-cv-01825	2
Paul K. Nair v. Trans Union LLC	S.D.N.Y. / 1:17-cv-05496	1
Wendy Newcomb v. Trans Union LLC	D. Mass. / 1:17-cv-11797	1
Rebecca Anne Peters v. Trans Union LLC	S.D. Ala. / 2:17-cv-01273	1
Edward J. Walsh, Jr. v. TransUnion, LLC	M.D. Fla. / 6:18-cv-00166	1

Exhibit B

(Settling Attorneys)

Consumer Litigation Associates, P.C.
Kelly & Crandall PLC
Francis & Mailman, P.C.
The Adkins Firm
Berger & Montague, P.C.
Mallon Consumer Law Group, PLLC
Lichten & Liss-Riordan
Kehoe Law Firm
Varnell & Warwick

Exhibit C

(Preliminary Approval Order)

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

CAROLYN CLARK, *on behalf of herself
and all others similarly situated,*

Plaintiff,

v.

Civil Action No. 3:15-cv-00391 (MHL)

TRANS UNION, LLC,

Defendant.

OLGA ANDERSON, et. al., *on behalf of herself
and all others similarly situated,*

Plaintiff,

v.

Civil Action No. 3:16-cv-00558 (MHL)

TRANS UNION, LLC,

Defendant.

**[PROPOSED] ORDER (1) CONDITIONALLY CERTIFYING A SETTLEMENT
CLASS, (2) PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,
(3) APPROVING NOTICE PLAN AND (4) SETTING FINAL APPROVAL HEARING**

This matter came before the Court on Plaintiffs’ Motion for Preliminary Approval of the proposed class action settlement (the “Settlement”) of the civil actions entitled Carolyn Clark v. TransUnion, LLC, United States District Court for the Eastern District of Virginia, Case No. 3:15-cv-000391 (the “*Clark Action*”), and Olga Anderson, et al. v. TransUnion, LLC, United States District Court for the Eastern District of Virginia, Case No. 3:16-cv-000558 (the “*Anderson Action*”).

The *Clark Action* was brought by plaintiff Carolyn Clark, alleging a class action claim pursuant to 15 U.S.C. § 1681g(a)(2) against Trans Union LLC (“TransUnion”). The *Anderson*

Action was brought by plaintiffs Olga Anderson, Kim Breeden and Brenda Walker (collectively with Clark, the “Plaintiffs”), alleging a class action claim pursuant to 15 U.S.C. § 1681e(b) against defendant TransUnion (together with Plaintiffs, the “Parties”). Based on this Court’s review of the Parties’ Stipulation and Agreement of Settlement (the “Agreement”), Plaintiffs’ Motion for Preliminary Approval of Settlement, and the arguments of counsel, THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:

1. Settlement Terms. Unless otherwise defined herein, all terms in this Order shall have the meanings ascribed to them in the Agreement.

2. Jurisdiction. The Court has jurisdiction over the subject matter of the *Clark* Action and the *Anderson* Action, the Parties, and all members of the Settlement Class.

3. Conditional Consolidation. For purposes of Settlement, the *Clark* Action and the *Anderson* Action are hereby consolidated and shall be hereafter styled as above. All further filings shall be docketed as and under Civil Action No. 3:15-cv-00391.

4. Class Certification for Settlement Purposes Only. The Court, pursuant to Federal Rule of Civil Procedure 23(b)(2), conditionally certifies, for purposes of this Settlement only, the following Settlement Class:

All consumers in the United States who either: (a) received (between May 20, 2009, and the date of preliminary approval of the Settlement) a File Disclosure from TransUnion’s Nationwide Database where such File Disclosure identified a Public Record but where the identity of the vendor who retrieved that item was not disclosed; or (b) had (between July 5, 2014, and the date of this Order) a Consumer Report communicated by TransUnion to a third party where such Consumer Report contained a Civil Judgment or Tax Lien Public Record where the status of such Civil Judgment or Tax Lien Public Record was not accurately described or where the Civil Judgment or Tax Lien Public Record belonged to a different person.

5. Fed. R. Civ. P. 23(a) is Satisfied. In connection with this conditional certification, the Court makes the following preliminary findings that the proposed Settlement Class satisfied Fed. R. Civ. P. 23(a):

(a) The Settlement Class appears to be so numerous that joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved;

(c) Plaintiffs' claims appear to be typical of the claims being resolved through the Settlement;

(d) Plaintiffs appear to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement; and

(e) Plaintiffs' counsel appear to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement.

6. Fed. R. Civ. P. 23(a) is Satisfied. In connection with this conditional certification, and only upon the agreement of the Parties for purposes of settlement, the Court preliminarily finds that the proposed Settlement Class satisfies Fed. R. Civ. P. 23(b)(2), as TransUnion has acted on grounds that apply generally to the Settlement Class, so that final injunctive relief would be appropriate respecting the class as a whole.

7. Class Representatives. The Court appoints Plaintiffs to act as representatives of the Settlement Class pursuant to Federal Rule of Civil Procedure 23.

8. Class Counsel. The Court appoints Consumer Litigation Associates, P.C., Kelly & Crandall PLC, Francis & Mailman, P.C., Berger & Montague, P.C. as Class Counsel pursuant to Federal Rule of Civil Procedure 23.

9. Scope of Settlement. The Agreement resolves all claims alleged in the *Clark* Action and *Anderson* Action, and such other claims as are described in the Agreement.

10. Preliminary Approval of Proposed Settlement. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement. Based on this preliminary evaluation, the Court preliminarily finds that: (a) the Settlement was fairly negotiated in good faith at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and (b) at this posture on Preliminary Approval, the Settlement appears fair, reasonable and adequate, and within the range of possible approval.

11. Notice Administrators. The Court hereby appoints RSM US LLP and Kinsella Media, LLC as the Notice Administrators in accordance with the Agreement.

12. The Notice Administrators are hereby ordered to use their best efforts to provide notice to the Settlement Class in an efficacious manner that is consistent with Fed. R. Civ. P. 23(e) and due process, the Parties' Agreement, and the amount allocated for Notice Program in the Parties' Agreement.

13. Class Notice. The Court approves the proposed plan for giving notice to the Settlement Class through electronic mail, internet and social media, and through establishment of a Settlement Website, as more fully described in Plaintiffs' Motion and the Agreement ("Notice Plan"). The Notice Plan, in form, method and content, complies with the requirements of Federal Rule of Civil Procedure 23 and due process, and constitutes the best notice practicable under the circumstances.

14. Approval of Notice Plan. With respect to the proposed notice plan, the Court finds that the proposed notice program constitutes appropriate notice under the circumstances and pursuant to Fed. R. Civ. P. 23(c)(2)(A). With respect to the forms of notice of the material

terms of the Settlement to persons in the Settlement Class for their consideration, that notice provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23.

15. All disputes regarding the Class Notice, whether before or after final approval of the Settlement, are hereby referred to and shall be summarily resolved by Magistrate Judge Novak.

16. The Notice Administrators will file with the Court, by no later than fourteen (14) days prior to the Final Approval Hearing, proof that notice was provided in accordance with the Agreement and this Order.

17. Final Approval Hearing. At _____ .m. on _____, 2018, in Courtroom _____ of the Spottswood W. Robinson III and Robert R. Merhige, Jr., Federal Courthouse, 701 East Broad Street, Richmond, Virginia 23219, or at such other date and time later set by Court Order, this Court will hold a Final Fairness Hearing on the fairness, adequacy and reasonableness of the Agreement and to determine whether to: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class; (b) find that the Class Notice as given was appropriate under Fed. R. Civ. P. 23(c)(2)(A) and under the circumstances, and is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) finally certify the Settlement Class; (d) confirm that Plaintiffs and the Settlement Class have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties (subject to the terms, conditions and limitations set forth in the Agreement); (f) decertify the contested Class in the *Clark* Action as previously ordered on March 1, 2017 (ECF No. 131) and (g) dismiss the Actions with prejudice, without costs to any

Party, except as provided in the Agreement. At the Final Fairness Hearing, the Court will also determine whether Class Counsel's application for attorneys' fees and expenses, and service awards to Plaintiffs, should be granted, and in what amount. No later than twenty-one (21) days before the Final Fairness Hearing, Plaintiffs must file papers in support of Class Counsel's (and their Co-Counsel's) application for attorneys' fees and expenses and the service awards to Plaintiffs. No later than fourteen (14) days prior to the Final Fairness Hearing, papers in support of final approval of the Settlement and response to any written objections must be filed.

18. Objection Deadline. Persons in the Settlement Class who wish to object to the Settlement must do so no later than Thirty (30) calendar days after the Notice Deadline ***not defined***. Objections solely as to any Motion for attorneys' fees or service awards shall be filed no later than Seven (7) days after the filing of such Motion.

19. Objections to the Settlement. To object to the Settlement, Settlement Class Members must follow the directions below and file a written objection with the Court by the Objection Deadline. Settlement Class Members also must mail the objection by the Objection Deadline to each of the following: (a) Class Counsel – Leonard Bennett, Consumer Litigation Associates, P.C., 763 J. Clyde Morris Boulevard, Suite 1-A, Newport News, Virginia 23601; and (b) TransUnion's Counsel – Stephen Newman, Stroock & Stroock & Lavan LLP, 2029 Century Park East, Los Angeles, California 90067. All objections must include: (i) the objector's name, address, telephone number and signature; (ii) a sentence stating that, to the best of his or her knowledge, he or she is a member of the Settlement Class; (iii) the factual basis and legal grounds for the objection to the Settlement; (iv) the identity of any witnesses whom the objector may call to testify at the Final Fairness Hearing; (v) the name and address of any attorney who has drafted or helped draft the objection; and (vi) copies of exhibits the objector may seek to

offer into evidence at the Final Fairness Hearing. The Court will not consider an objection unless the objection is filed with the Court, mailed to Class Counsel and TransUnion's Counsel and includes all of the foregoing information.

20. Any Settlement Class Member who fails to timely comply with Paragraphs 16 and 17 will not be permitted to object to the Settlement at the Final Fairness Hearing, will be foreclosed from seeking any review of the Settlement by appeal or other means, will be deemed to have waived his, her or its objections, and will be forever barred from making any objections in the Action or any other related action or proceeding.

21. For any objection filed, the Clerk of the Court is ordered to redact any social security number, the street address and telephone number to protect the objector's privacy. The objector's name and city, state and zip code, as well as the objection, will not be redacted.

22. Stay of Other Proceedings. Pending the final determination of whether the Settlement should be approved, the Parties shall cooperate in filing such papers as may be necessary to stay proceedings in all the Actions as defined in the Agreement, except as may be necessary to implement the Settlement or comply with the terms of the Agreement, as well as such other litigation as may attempt to prosecute Released Claims. Pending the final determination of whether the Settlement should be approved, Plaintiffs and all persons in the Settlement Class are hereby enjoined from commencing, pursuing, maintaining, enforcing or prosecuting, either directly or indirectly, any Released Claims in any judicial, administrative, arbitral or other forum, against any of the Released Parties. Such injunction will remain in force until the Court enters the Final Approval Order or until such time as the Parties notify the Court that the Settlement has been terminated. Nothing herein will prevent any person in the Settlement Class, or any person actually or purportedly acting on behalf of any such person(s),

from taking any actions to stay or dismiss any Released Claim(s). This injunction is necessary to protect and effectuate the Agreement, this Preliminary Approval Order, and the Court's flexibility and authority to effectuate the Agreement and the Settlement and to enter judgment when appropriate, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

23. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in the Agreement is not finally approved by the Court, the certification of the Settlement Class shall be void and the Parties and the Action will return to the status quo ante as set forth in the Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification or otherwise asserted at any other stage of the Actions or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Plaintiffs, any person in the proposed Settlement Class, TransUnion or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Actions or in any other proceeding.

24. In the event that the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, any remaining budget for costs for the Notice Plan and administration (including accrued interest), as set forth in the Agreement, less expenses and taxes incurred or due and owing and payable in accordance with this Agreement, shall (if paid or advanced by TransUnion) be returned to TransUnion within five (5) business days following the event triggering non-approval, termination, cancellation, or failure to become effective, or (if not already paid or advanced by TransUnion) shall no longer be due and owing by TransUnion.

25. No Admission of Liability. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an

admission or evidence of any violation of any statute, law, rule, regulation or principle of common law or equity, or of any liability or wrongdoing by TransUnion, or the truth of any of the claims. Evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing or enforcing the terms and conditions of the Agreement, this Order and the Final Approval Order.

26. Reasonable Procedures to Effectuate the Settlement. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without further approval of the Court, minor changes to the form or content of the Class Notice and other exhibits that they jointly agree are reasonable and necessary. The Court reserves the right to approve the Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to persons in the Settlement Class.

IT IS SO ORDERED.

Dated: _____

Hon. M. Hannah Lauck
United States District Judge