

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**SETTLEMENT AGREEMENT**

This Settlement Agreement is made and entered into by the Plaintiffs (defined below) and Defendant TransUnion Rental Screening Solutions, Inc. (“TURSS”), in the above-captioned multi-district litigation, and is subject to the Court’s approval pursuant to Fed. R. Civ. P. 23.

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## RECITALS

### **I. The Settled Claims**

This Settlement Agreement, constituting two Settlement Classes herein, resolves claims set forth in the Consolidated Amended Class Action Complaint ((“CAC”) ECF No. 81)<sup>1</sup> alleging TURSS violated the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”) through TURSS’s alleged failure to maintain reasonable procedures to assure maximum possible accuracy in its reporting of criminal and landlord-tenant records.

### **II. TURSS’s Denial of Liability; No Admission of Liability**

TURSS denies each and every one of the Plaintiffs’ allegations of wrongful conduct, injury and damages. TURSS has asserted numerous defenses to the Plaintiffs’ claims and disclaims any wrongdoing or liability whatsoever. TURSS

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<sup>1</sup> Specifically, the CAC consolidated the claims, superseded the complaints, and became the operative pleading for: *Robinson & Wright, v. TransUnion Rental Screening Solutions, Inc.*, No. 8:19-cv-01994 (C.D. Cal.), *Lewis v. TransUnion Rental Screening Solutions, Inc.*, No. 2:20-cv-00531 (C.D. Cal.), *McIntyre v. TransUnion, LLC*, No. 2:18-cv-03865 (E.D. Pa.), *Hector & Aird v. TransUnion Rental Screening Solutions, Inc.*, No. 3:19-cv-00790 (E.D. Va.), *Brown v. TransUnion Rental Screening Solutions, Inc.*, No. 8:21-cv-00889 (D. Md.), *Brown v. TransUnion Rental Screening Solutions, Inc.*, No. 1:21-cv-00431 (E.D. Va.), *Beard v. TransUnion Rental Screening Solutions, Inc.*, No. 7:21-cv-00201 (W.D. Va.), *Belluccia v. TransUnion Rental Screening Solutions, Inc.*, No. 8:21-cv-00809 (M.D. Fla.), *Turner v. TransUnion Rental Screening Solutions, Inc.*, No. 1:21-cv-01419 (N.D. Ga.), *Hernandez v. TransUnion Rental Screening Solutions, Inc.*, No. 9:21-cv-80676 (S.D. Fla.); *Hall v. TransUnion Rental Screening Solutions, Inc.*, No. 1:18-cv-05141 (N.D. Ga.).

further denies this matter satisfies the requirements to be certified or tried as a class action under Fed. R. Civ. P. 23. TURSS nevertheless desires to settle all claims that are asserted, or which could have been asserted, in this Litigation, 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 raised in or implicated by this Litigation.

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 litigation, or of the lack of merit of any defenses TURSS raised or could have raised against the CAC or any other pleading or document filed in this Litigation. Further, TURSS is not estopped from challenging any such claim asserted in further proceedings should the Settlement Agreement not be finally approved, and TURSS expressly reserves the right to challenge the merits of the claims, as well as the propriety of class certification, should the Court not finally approve the Settlement Agreement.

### **III. Settlement Through Mediation**

This Settlement Agreement has been reached after the Parties exchanged discovery and a substantial amount of documents and information relevant to the

claims of the Plaintiffs and those of the classes they purport to represent. The Parties recognize the outcome of this matter in litigation is uncertain, and that a final resolution through the litigation process would require several more years of protracted adversarial litigation and appeals, substantial risk and expense, the distraction and diversion of personnel and resources and the expense of any possible future litigation raising similar or duplicative claims.

Plaintiffs, TURSS, and their respective counsel have agreed to resolve this matter as a settlement class action according to the terms of this Settlement Agreement. The Settlement Agreement is the product of sustained, arms' length settlement negotiations and numerous mediation sessions including multiple sessions conducted by experienced third party neutral Nancy Lesser of Pax ADR. The negotiations and mediation sessions resulted in an agreement on the principal terms of a settlement.

NOW, THEREFORE, without (a) any admission or concession on the part of Plaintiffs of the lack of merit of the Litigation whatsoever, or (b) any admission or concession of liability or wrongdoing or the lack of merit of any defense whatsoever by TURSS, it is hereby stipulated and agreed by the undersigned, on behalf of the Plaintiffs, the Settlement Classes, and TURSS, that this matter and all claims of the Settlement Classes be settled, compromised, and dismissed on the merits and with

prejudice as to the Released Parties, subject to Court approval as required by Fed. R. Civ. P. 23, on the terms and conditions set forth herein.

The recitals stated above are true and accurate and are hereby made a part of this Settlement Agreement.

### **DEFINITIONS**

For the purposes of this Settlement Agreement, including the recitals stated above, the following terms will have the following meanings:

1. “Claim” and “claims” means all claims, counterclaims, demands (including, without limitation, demands for arbitration), actions, suits, causes of action, allegations of wrongdoing, and liabilities.

2. “Claim Form” means the form to be included with the Mail Notice to Rule 23(b)(3) Settlement Class Members who are in the State Criminal Group. The Claim Form shall also be made available for online submission on the Settlement Website. The Claim Form shall require members of the State Criminal Group to attest under penalty of perjury that TURSS incorrectly attributed at least one Criminal Record to the submitting Class Member, and shall be subject to verification by Class Counsel.

3. “Class Counsel” means the attorneys and firms listed on the signature page(s) of this Settlement Agreement representing the Plaintiffs and the Settlement Classes.

4. “Class List” means the list generated by Class Counsel and TURSS identifying the Rule 23(b)(3) Settlement Class Members, as further described herein.

5. “Consumer Report” means a report as defined in 15 U.S.C. § 1681a(d) and delivered to a third party by TURSS.

6. “Court” means the United States District Court for the Northern District of Georgia.

7. “Criminal Record” means a criminal record, record of being included on a sex offender registry, or any other publicly-available official record of a criminal violation. “Criminal Record” does *not* include Landlord-Tenant records, bankruptcy records, civil violations, licensure records, tax records (including tax liens), civil judgments, or any records related to public registries or lists other than sex offender registries.

8. “Effective Date” means the date when the last of the following with respect to the Final Approval Order has occurred:

- a. the expiration of fifteen (15) business days after the time to file a motion to alter or amend the Final Approval Order under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed;
- b. the expiration of fifteen (15) business days after the time in which to appeal the Final Approval Order has passed without any appeal having been filed; and



c. if such motion to alter or amend is filed, or if an appeal is taken, fifteen (15) business days after a final determination of any such motion or appeal that permits the consummation of the Settlement Agreement in substantial accordance with the terms and conditions of this Settlement Agreement without further opportunity for either an appeal or Rule 59(e) motion.

d. For purposes of this definition, the term “appeal” includes all writ proceedings.

9. “Final Approval Hearing” means the hearing required by Fed. R. Civ. P. 23(e)(B)(2). The parties shall jointly request the Court issue an order, in the form of Exhibit C, setting the date for the Final Approval Hearing after the parties have provided the Court with notice that the Class List has been agreed pursuant to Section II.B herein. To provide adequate time for notice, the parties shall also jointly request that the Court schedule a date for the Final Approval Hearing which is no less than 114 days from the date on which the order setting a date for the Final Approval hearing is entered.

10. “Final Approval Order” or “Final Judgment” means a final judgment and order of dismissal entered by the Court substantially in the form of Exhibit D granting final approval of this Settlement Agreement, including certifying the Settlement Classes, finding the benefits provided and releases and other

consideration to be fair, reasonable, and adequate, and ruling on Class Counsel's request for attorneys' fees, costs, and other expenses, and entering a judgment according to the terms set forth in this Settlement Agreement.

11. "Initial Notice Costs" means the amount of \$306,023 required by the Settlement Administrator to fund the Notice Plan for the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes. This amount shall be deposited with the Settlement Administrator within thirty (30) business days of both of the following occurring: issuance of the Preliminary Approval Order; and the Settlement Administrator providing counsel for TURSS with wiring instructions and an IRS Form W-9 for the Settlement Fund. The Settlement Administrator shall also provide TURSS with any other documents or information that TURSS requests in order to deposit the Initial Notice Costs into the Settlement Fund.

12. "Injunctive Relief" means the injunctive relief to which TURSS has agreed to and which benefits the Rule 23(b)(2) Settlement Class, as further described in the Injunctive Relief Order.

13. "Injunctive Relief Order" means the consent order attached as Exhibit A to this Settlement Agreement and proposed by the Parties with respect to the Rule 23(b)(2) Settlement Class for entry by the Court intended to require and accomplish the Injunctive Relief and that in no way imposes any obligation, duty or

responsibility on TURSS or creates a right on behalf of the Rule 23(b)(2) Settlement Class beyond what is described in the Injunctive Relief.

14. “Injunctive Relief Termination Date” means two (2) years from the date of the latest implementation of the Injunctive Relief specified in Paragraphs (a), (b), and (c) of the Injunctive Relief Order.

15. “Landlord-Tenant Records” means any public records involving disputes between landlords and their tenants.

16. “Litigation” means the multi-district litigation captioned *In re: TransUnion Rental Screening Solutions, Inc. FCRA Litigation*, No. 1:20-md-02933-JPB (N.D. Ga.), and all actions coordinated within that proceeding.

17. “Notice Plans” means the Rule 23(b)(2) Notice Plan and Rule 23(b)(3) Notice Plan.

18. “Party” or “Parties” means the Plaintiffs, the Rule 23(b)(2) Settlement Class, the Rule 23(b)(3) Settlement Class, and TURSS.

19. “Plaintiffs” means William Hall, Jr., Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Belluccia.

20. “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order preliminarily certifying for settlement purposes, the Settlement Classes, preliminarily approving the Settlement Agreement, approving and directing

implementation of the Notice Plans, appointing a Settlement Administrator, and appointing Class Counsel, substantially in the form of Exhibit B.

21. “Released Parties” means TransUnion Rental Screening Solutions, Inc. and each of its parents, members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of TransUnion Rental Screening Solutions Inc.’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.

22. “Rule 23(b)(2) Notice Plan” means the plan for providing notice to the Rule 23(b)(2) Settlement Class of the Injunctive Relief benefits, that Class’s rights, and the associated Rule 23(b)(2) Released Claims. The Rule 23(b)(2) Notice Plan includes the Internet Notice (Exhibit E) to be posted to the Settlement Website. The Notice Plan will be effectuated as recommended by the Settlement Administrator and as described in Section B.III below. At the Settlement Administrator’s recommendation, references to “Rule 23(b)(2)” when used to describe the Rule 23(b)(2) Settlement Class, Rule 23(b)(2) Settlement Class Members, or the Rule

23(b)(2) Settlement more generally will be referred to throughout the notices as “Policy” e.g., “Policy Settlement Class”, “Policy Settlement Class Members”, “Policy Settlement.”

23. Rule 23(b)(2) Objection Deadline” means the date by which Rule 23(b)(2) Settlement Class Members must postmark any objections to the settlement, with such date to be ninety-three (93) days from the date on which the Court issues an order scheduling the Final Approval Hearing.

24. “Rule 23(b)(2) Released Claims” means any claims against the Released Parties arising on or before the Injunctive Relief Termination Date relating in any way to (a) TURSS’s alleged failure to report up-to-date Landlord-Tenant Records because the records did not include satisfactions, appeals, vacatures, dismissals, withdrawals, or other favorable dispositions, or (b) TURSS’s reporting of multiple Landlord-Tenant Records items that pertain to a single landlord-tenant court proceeding that may inaccurately indicate the existence of more than one such proceeding, or (c) that are predicated on TURSS’s alleged misattribution of a Criminal Record to a person to whom it did not belong. Consistent with the scope of the Rule 23(b)(2) Settlement Class Release contained in Section B.VI.A, a claim is not a Rule 23(b)(2) Released Claim if it is asserted by an individual consumer solely on behalf of the consumer, or if such claim has only been joined with another related person’s claim (such as a spouse, or some other co-applicant). Any claim currently

asserted on behalf of both an individual Plaintiff and a putative class shall not be a Rule 23(b)(2) Released Claim as to the individual claim of the Plaintiff, but is a Rule 23(b)(2) Released Claim as to the claims of putative class members other than the Plaintiff. In other words, for purposes of the Rule 23(b)(2) Release, claims asserted by a Plaintiff on behalf of others are subject to release, claims asserted by a Plaintiff on his or her behalf are not subject to release as part of the Rule 23(b)(2) Settlement (but may be part of the Rule 23(b)(3) Released Claims if the Plaintiff is a Rule 23(b)(3) class member).

25. “Rule 23(b)(2) Settlement Class” means all individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party before the Injunctive Relief Termination Date.

26. “Rule 23(b)(3) Claims Deadline” means the date by which Rule 23(b)(3) Settlement Class Members who are required to submit a Claim Form must postmark their Claim Forms, with such date to be ninety-three (93) days from the date the Court issues an order scheduling the Final Approval Hearing.

27. “Rule 23(b)(3) Notice Plan” means the plan for providing notice to the Rule 23(b)(3) Settlement Class, and consists of the Mail Notice & Claim Form (Exhibit F), and the Long Form Notice (Exhibit G), and E-Mail Notice (Exhibit H) to be posted to the Settlement Website, as discussed further below. The Rule 23(b)(3) Notice Plan will be effectuated as recommended by the Settlement

Administrator and as described in Section C.II below. At the Settlement Administrator's recommendation, references to "Rule 23(b)(3)" when used to describe the Rule 23(b)(3) Settlement Class, Rule 23(b)(3) Settlement Class Members, or the Rule 23(b)(3) Settlement more generally will be referred to throughout the notices as "Money" e.g., "Money Settlement Class", "Money Settlement Class Members", "Money Settlement."

28. "Rule 23(b)(3) Opt Out & Objection Deadline" means the date by which any requests for exclusion or objections to the settlement by Rule 23(b) Settlement Class Member must be postmarked, such date to be ninety-three (93) days from the date on which the Court issues an order scheduling the Final Approval Hearing.

29. "Rule 23(b)(3) Released Claims" means all claims that were or could have been asserted in the Litigation under the FCRA or any state equivalent relating to the accuracy of TURSS's reporting of Criminal Records or Landlord-Tenant Records. The Rule 23(b)(3) Released Claims include claims for relief of any kind, including but not limited to relief pursuant to Sections 1681n or 1681o of the FCRA or any provisions of state equivalents providing for relief, claims for actual damages, statutory damages, punitive damages, nominal damages, injunctive relief, attorneys' fees, costs, or any other relief of any kind whatsoever.

30. "Rule 23(b)(3) Settlement Class" means

- (i) all individuals about whom TURSS reported a Criminal Record to a third party between November 7, 2016 and January 1, 2022 when TURSS had in its possession information about the age of the offender in the record where such age information indicated that the offender was older than the subject of the report based on the subject of the report's date of birth at the time of the report (hereinafter the "Age Mismatch Group");
- (ii) all individuals about whom TURSS reported a Criminal Record to a third party between May 14, 2019 and January 1, 2022, where at least one of the Criminal Records included in the report were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record (hereinafter the "State Criminal Group");
- (iii) all individuals about whom TURSS reported a Landlord-Tenant Record to a third party between May 14, 2019 and January 1, 2022 from any jurisdiction in Virginia or Pennsylvania but where subsequent review of public records by Class Counsel show that TURSS did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that



was recorded in the jurisdiction's public docket at least sixty (60) days prior to the date of the TURSS report containing such Landlord-Tenant Record (hereinafter the "State Eviction Group");

- (iv) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other," and where the resolution was categorized as "data modified," "data removed," "data suppressed," or "no record available," (hereinafter the "Eviction Disputes Group"); and,
- (v) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS's reporting of a Criminal Record that TURSS categorized as "record does not match," and where the resolution was categorized as "data suppressed," (hereinafter the "Criminal Disputes Group").

Members of the State Criminal Group will be required to submit a Claim Form.

31. “Settlement Administrator” means, subject to Court approval, JND Legal Administration. Class Counsel represent and warrant that they have contracted, or will contract, with the Settlement Administrator to perform all of the tasks specified and assigned to it in this Settlement Agreement, within the time limits specified herein. The Settlement Administrator shall ensure that the information that it receives from Class Counsel, TURSS, and Settlement Class Members is secured and managed in such a way as to protect the security and confidentiality of the information. Except as specifically provided in this Settlement Agreement, the Settlement Administrator shall not use or disclose any information that it receives in connection with its duties under the Settlement Agreement without the prior written consent of all Plaintiffs, Class Counsel and TURSS. At least seven days prior to the filing of the Motion for Preliminary Approval, the Settlement Administrator shall provide Class Counsel and counsel for TURSS with proposed Internet Advertisements for the Rule 23(b)(2) Notice Plan, shall review all Notices associated with the Settlement, and shall provide a sworn declaration setting forth the Administrator’s intended media and target audiences for effectuating the Rule 23(b)(2) Settlement, as well as the Administrator’s projected reach and frequency. No later than three (3) days before the Final Approval Hearing in this Litigation, the Settlement Administrator shall provide a declaration containing proof of the effectuation of the Notice Plans and Notice Plans’ effectiveness as well as a list opt

outs and objections received, to Class Counsel, who shall file same with the Court as part of the Motion for Final Approval.

32. “Settlement Agreement” means this Settlement Agreement, including its Exhibits.

33. “Settlement Classes” means the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes together.

34. “Settlement Class Member” means an individual member of either or both of the Settlement Classes.

35. “Settlement Fund” means the fund established by the Settlement Administrator, into which TURSS will deposit an amount equaling \$11,500,000, and from which the monetary relief for the Rule 23(b)(3) Settlement Class, any court-approved attorneys’ fees and costs, and the Settlement Administrator’s expenses, shall be paid. The Settlement Administrator will maintain the fund as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Administrator, on behalf of the Settlement Classes, shall be responsible for all administrative, accounting and tax compliance activities in connection with the Settlement Fund, including any filing necessary to obtain Qualified Settlement Fund status pursuant to Treas. Reg. § 1.468B-1. TURSS shall provide to the Settlement Administrator any documentation reasonably requested to facilitate the obtaining of Qualified Settlement Fund status. The Settlement Fund will either not

accrue interest or, if interest accrues, all interest must be paid into the Settlement Fund itself.

36. “Settlement Share” means the base *pro rata* allocation per Rule 23(b)(3) Settlement Class Member who does not opt out. Rule 23(b)(3) Settlement Class Members will receive allocations from the Settlement Fund in proportion to their shares as defined in Section C.V, below. Members of the State Criminal Group shall be required to file a valid Claim Form in order to receive a payment.

37. “Sex Offense” means either: (a) a Criminal Record from a sex offender registry; or (b) a Criminal Record relating to an offense that Plaintiffs’ Counsel has reasonably categorized as a sex offense.

38. “Source” means a particular courthouse, recorder’s office or other government agency responsible for the publication of Landlord-Tenant Records or providing access to Landlord-Tenant Records, and used by LexisNexis Risk Data Management LLC to gather Landlord-Tenant Records for delivery to TURSS.

39. “TURSS” or “Defendant” means TransUnion Rental Screening Solutions, Inc.

40. “Visit” means each date where LexisNexis Risk Data Management LLC or its vendor retrieves a Landlord-Tenant Record from a Source.

41. “Visit Interval” means the average number of days between Visits by Lexis Nexis Risk Data Management LLC to a Source calculated with respect to an assessment timeframe.

**A. PROVISIONS APPLICABLE TO BOTH SETTLEMENT CLASSES**

**I. Preliminary Approval**

As soon as reasonably practicable after the full execution of this Settlement Agreement, the Plaintiffs shall file with the Court a motion requesting entry of an order substantially in the form of Exhibit B that:

- a) preliminarily approves the Settlement Agreement;
- b) preliminarily certifies for settlement purposes the Rule 23(b)(2) Settlement Class and the Rule 23(b)(3) Settlement Class;
- c) appoints Class Counsel;
- d) approves the proposed Rule 23(b)(2) and (b)(3) Notice Plans, including the forms of Notice substantially similar to those attached as Exhibits E-H;
- e) appoints the Settlement Administrator.

**II. Settlement Website**

The Settlement Administrator will obtain and administer a Settlement Website, with such home page of the URL to require visitors to either enter the Rule 23(b)(2) Section or the 23(b)(3) Section of the site, at which point it will take visitors to that Class’s information as outlined below.

The Settlement Administrator will make the Settlement Website “go live” within five (5) days of the Court issuing an order scheduling the Final Approval Hearing as set forth in Section C.II.B.

The Settlement Website will include a feature by which Settlement Class Members can request information about the public records Defendant reported about them that led to their inclusion in the Settlement Classes. The Settlement Administrator will use information derived from the Class List and respond to all Settlement Class Members who make such a request through the Settlement Website within 3 business days.

The Settlement Administrator will maintain the Website for one year following the Effective Date.

The home page of the Settlement Website shall provide a general description of both the Rule 23(b)(2) Settlement and the Rule 23(b)(3) Settlement, and shall have links to separate pages providing more detail about each of the Settlements.

The Settlement Website shall include copies of all pertinent pleadings in this matter, including the Consolidated Amended Complaint, the Preliminary Approval Order, the Settlement Agreement, the forthcoming motion for attorneys’ fees and costs, and a section for frequently asked questions and procedural information regarding the deadline for objections, the status of the Court-approval process, and

the date of the Final Approval Hearing. After final approval is granted, a copy of the Final Approval Order and the Injunctive Relief Order will be posted.

### **III. Toll Free Phone Support**

The Settlement Administrator will implement a toll-free telephone number, concurrently with the Settlement Website “go live.” The toll-free number shall incorporate interactive voice response (“IVR”) and shall provide recorded information in both English and Spanish. The menu will allow callers to select to hear either Rule 23(b)(2)-specific information or Rule 23(b)(3) information, and shall also allow Class Members to request from the Settlement Administrator a return phone call or a copy of the information about the public record(s) Defendant reported about them that led to their inclusion in the Settlement Class(es). The Settlement Administrator will use information derived from the Class List and respond to all Settlement Class Members who make such a request within 3 business days. The phone number will be maintained for at least ninety (90) days following the check cashing period for Rule 23(b)(3) Settlement Class Members.

### **IV. CAFA Notice**

The Settlement Administrator shall, on behalf of TURSS, serve notice of the settlement in such form that meets the requirements of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715 and describes the features of the settlement, for both the Rule 23(b)(2) and (b)(3) components, on the appropriate federal and

state officials no later than ten (10) days following the filing of the motion for preliminary approval outlined above. TURSS shall file with the Court a certification of the date upon which the CAFA Notice was served.

#### **V. Settlement Administration Expenses**

Subject to court approval, the costs associated with the Settlement Administrator's work outlined herein, including all costs of notice, will be requested to be reimbursed by the Settlement Administrator from the Settlement Fund. TURSS shall have no responsibility for, or any liability with respect to, costs associated with the Settlement Administrator's work, and the sole source of reimbursement shall be the Settlement Fund.

#### **VI. Attorneys' Fees and Costs**

Class Counsel shall file a motion for attorneys' fees and costs no later than thirty (30) days prior to the Rule 23(b)(3) Opt-Out and Objections Deadline and the Rule 23(b)(2) Objections Deadline. Class Counsel shall request no more than one-third of the Settlement Fund as attorneys' fees for Class Counsel's work on behalf of both the Rule 23(b)(2) and Rule 23(b)(3) Classes (\$3,833,333). Class Counsel may additionally request reimbursement for Class Counsel's out-of-pocket expenses. Both Class Counsel's attorneys' fees and Class Counsel's expenses shall be paid from the Settlement Fund. TURSS shall have no responsibility for, or any liability with respect to, the payment of attorneys' fees and costs to Class Counsel,



and the sole source of any award of attorneys' fees or costs shall be from the Settlement Fund, pursuant to the terms of this Settlement Agreement.

By signing this Settlement Agreement the Parties attest that Class Counsel's attorneys' fees and expense reimbursement were not negotiated until after the substantive terms of the settlement, including the amount of the Settlement Fund and the components of the Injunctive Relief, had been negotiated and agreed upon. Class Counsel's fee motion will be separate from the motion for final approval and should be assessed separately from the Settlement Agreement.

## **VII. Final Approval**

Class Counsel shall file a motion for final approval fourteen (14) days prior to the Final Approval Hearing. The motion for final approval shall address/respond to all objections made at that time. The motion for final approval may also provide information about the work Class Counsel has performed since the Motion for Attorneys' Fees and Costs was filed. Class Counsel shall seek entry by the Court of a Final Judgment and Order in the form of Exhibit D.

### **B. RULE 23(b)(2) SPECIFIC SETTLEMENT PROVISIONS**

#### **I. Class Certification**

For settlement purposes only, and upon the express terms and conditions set forth in this Settlement Agreement, Plaintiffs shall seek certification of the Rule 23(b)(2) Settlement Class as an injunctive relief class.

## **II. No Right to Opt Out**

Because the Rule 23(b)(2) Settlement Class is being certified as a mandatory class under Fed. R. Civ. P. 23(b)(2), the Rule 23(b)(2) Settlement Class Members shall not be permitted to opt out of the Rule 23(b)(2) Settlement Class.

## **III. Rule 23(b)(2) Notice Plan**

The Parties and the Settlement Administrator have developed an appropriate and reasonable Rule 23(b)(2) Plan to provide Rule 23(b)(2) Settlement Class Members with notice of the terms of the Settlement Agreement before the Court conducts the Final Approval Hearing. The Parties will recommend to the Court this Rule 23(b)(2) Notice Plan, which will employ the following methods of notice and which shall satisfy the requirements of Rule 23 and due process:

- a) Internet-based advertisements that direct class members to the Settlement Website, in a form to be proposed by the Settlement Administrator and approved by both Parties. The Settlement Administrator shall use appropriate methodologies to effectively identify likely members of the Rule 23(b)(2) Settlement Class, and shall design a notice program that is intended to satisfy the requirements of both due process and Rule 23;
- b) Recorded information, in both English and Spanish, specific to the Rule 23(b)(2) Settlement Class and the Injunctive Relief, accessible to the Rule 23(b)(2) Class Members through the toll-free telephone number.

#### **IV. Injunctive Relief**

Subject to the terms and conditions of this Settlement Agreement, and following entry of the Final Approval Order in the form of Exhibit D, the Plaintiffs and Defendant have agreed to move jointly for the Court to enter the injunction applicable to TURSS by consent, which shall contain only the terms as set forth in the Injunctive Relief Order (Exhibit A).

#### **V. Objections from Rule 23(b)(2) Settlement Class Members**

Any Rule 23(b)(2) Settlement Class Member who wants to object to this Agreement may do so as set forth herein.

To be effective, an objection must

- a) be made by an individual Rule 23(b)(2) Settlement Class Member, not as a member of a group or subclass.
- b) be sent to the Settlement Administrator, postmarked no later than the Rule 23(b)(2) Objections Deadline. The Settlement Administrator shall notify the Parties of any objection within three (3) days of receipt.
- c) The objection must include all of the following:
  - i. The caption of the Litigation;
  - ii. The objector's name, address, and telephone number; and

- iii. A written statement, signed by the Rule 23(b)(2) Class Member, detailing the specific basis for each objection signed by the Rule 23(b)(2) Settlement Class Member.
- d) An objection submitted through an attorney must contain in addition:
- i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Rule 23(b)(2) Settlement Class Member is represented;
  - ii. A statement of whether the objecting Rule 23(b)(2) Settlement Class Member intends to appear at the Final Approval Hearing; and
  - iii. A written statement, signed by the attorney, detailing the specific basis for each objection, including any legal and factual support that the objecting Rule 23(b)(2) Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Rule 23(b)(2) Settlement Class Member wishes to introduce in support of the objection.
- e) Any objector to the Rule 23(b)(2) Settlement who does not properly and timely object in the manner set forth above will not be allowed to appear at the Final Approval Hearing and will not be allowed to object to or appeal the final approval of the proposed Settlement, the dismissal of the case, any award of attorneys' fees and expenses to Class Counsel. No Party or

Party's Counsel shall make any payments to any person or counsel who files an objection in exchange for the withdrawal, dismissal, or release of the objection, except with approval by the Court. This provision applies throughout the Litigation, including during the pendency of any appeal, and also operates to bar such payments in exchange for the withdrawal or dismissal of the appeal, unless such payment is approved by the Court or the applicable appellate court.

## **VI. Rule 23(b)(2) Settlement Class Release**

### **A. Scope of Release**

The Plaintiffs and Rule 23(b)(2) Settlement Class Members and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf waive their right to pursue any Rule 23(b)(2) Released Claims arising on or before the Injunctive Relief Termination Date against the Released Parties asserted on other than an individual basis, e.g., using the class action procedural device or on a mass, aggregate, or multi-plaintiff basis.

The Plaintiffs and Rule 23(b)(2) Settlement Class Members recognize that they have already availed themselves of the class action procedural device to obtain the Injunctive Relief, and in exchange for same, they agree that they shall not be allowed to avail themselves of the class action procedural device or on a mass,

aggregate, or multi-plaintiff basis, for any Rule 23(b)(2) Released Claims arising before the Injunctive Relief Termination Date.

Rule 23(b)(2) Settlement Class Members do not release and discharge, but instead preserve, the right of a Rule 23(b)(2) Settlement Class Member to file an individual lawsuit relating to Rule 23(b)(2) Released Claims on any basis whatsoever, including 15 U.S.C. §§ 1681o or 1681n, or state equivalents, for all relief available on an individual basis only, including but not limited to actual damages, statutory damages, punitive damages, and attorneys' fees, and costs, subject to the waiver of the class action procedural device, or on a mass, aggregate or multi-plaintiff basis, in the preceding paragraph.

### **B. State-Specific Waivers**

The Plaintiffs and Rule 23(b)(2) Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe to be true with respect to the subject matter of this Litigation and the Rule 23(b)(2) Settlement Class Released Claims, but it is their intention to, and they do upon the Effective Date of this settlement, fully, finally, and forever settle and release any and all Rule 23(b)(2) Released Claims, without regard to the subsequent discovery or existence of such different additional facts. Rule 23(b)(2) Settlement Class Members waive any and

all rights and benefits afforded by California Civil Code § 1542, which provides as follows:

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.

Plaintiffs and Rule 23(b)(2) Settlement Class Members further waive any and all rights and benefits afforded by South Dakota Code § 20-7-11, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Plaintiffs and Rule 23(b)(2) Settlement Class Members and Class Counsel understand and acknowledge the significance of this waiver of California Civil Code Section 1542, South Dakota Code Section 20-7-11, and/or any other applicable federal or state law relating to limitations on releases.

### **C. Binding Release**

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection therewith shall affect the dismissal of the Litigation, the res judicata effect of the Final Judgment and Order, the foregoing releases, or any other provision

of the Final Judgment and Order; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

**C. RULE 23(b)(3) SPECIFIC SETTLEMENT PROVISIONS**

**I. Class Certification**

For settlement purposes only, and upon the express terms and conditions set forth in this Settlement Agreement, the Plaintiffs shall seek certification of the Rule 23(b)(3) Settlement Class.

**II. Rule 23(b)(3) Notice Plan**

**A. Class Data**

On or before February 28, 2023, Defendant will employ commercially reasonable procedures to identify and provide Class Counsel with the following information (the “Initial Data”):

(1) As to the Age Mismatch Group, the following “Age Mismatch Group Initial Data”:

(a) the historical data reported by TURSS between November 7, 2016, and January 1, 2022, relating to Criminal Records where there was not age or date-of-birth data included in the reported data, but (at the time of the queries to provide such Age Mismatch Group Initial Data to Class Counsel) the



corresponding record in the TURSS database of Criminal Record data contains data in the “age” field;

(b) the data relating to the qualifying record in the TURSS database of Criminal Record data as of the date of the queries to provide such Age Mismatch Group Initial Data to Class Counsel; and

(c) (to the extent available) the name, Social Security Number, address, and email address contained in TURSS’s records and relating to the applicant about whom the report related.

Such Age Mismatch Group Initial Data will be akin to that produced in advance of mediation, e.g., TURSS 45170 and 45196,

(2) As to the State Criminal Group, the following State Criminal Group Initial Data:

(a) the historical data reported by TURSS between May 14, 2019, and January 1, 2022, relating to Criminal Records included in the report that were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record; and

(b) (to the extent available) the name, SSN, address, and email address contained in TURSS’s records and relating to the applicant about whom the report related.

Such State Criminal Group Initial Data will be akin to that produced in advance of mediation, e.g., TURSS 2713 and 2361;

(3) As to the Eviction Group, the following Eviction Group Initial Data:

(a) the historical data reported by TURSS between May 14, 2019, and January 1, 2022, relating to Landlord-Tenant Records from any jurisdiction in Virginia or Pennsylvania that reflect a judgment but no later (i.e., post-judgment) events; and

(b) (to the extent available) the name, SSN, address, and email address contained in TURSS's records and relating to the applicant about whom the report related.

Such Eviction Group Initial Data will be akin to that produced in advance of mediation, e.g., TURSS 48672;

(4) As to the Eviction Disputes Group, (to the extent available) the name, address, Social Security Number, date of birth and email address contained in TURSS's records relating to all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other," and where the resolution was categorized as "data modified," "data removed," "data

suppressed,” or “no record available” (this data shall be referred to hereinafter “Eviction Disputes Group Data”); and

(5) As to the Criminal Disputes Group, (to the extent available) the name, address, Social Security Number , date of birth and email address contained in TURSS’s records relating to all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS’s reporting of a Criminal Record that TURSS categorized as “record does not match,” and where the resolution was categorized as “data suppressed” (this data shall be referred to hereinafter “Criminal Disputes Group Data”)

To the extent maintained by TURSS, the data about the historical reporting of Criminal Records included in the Age Mismatch Group Initial Data and State Criminal Group Initial Data will include reported information about the level and type of underlying offense, including whether such offense was a felony, misdemeanor, or Sex Offense.

The Parties acknowledge that, to run the queries to provide the Age Mismatch Group Initial Data, State Criminal Group Initial Data, and Eviction Group Initial Data relating to SmartMove reports, TURSS must first attempt to un-archive such SmartMove report data. TURSS has never attempted to un-archive such SmartMove data, so is in the process of designing, testing, and implementing a process to un-archive and query such archived data. If such process is not successful, in whole or

in part (e.g., due to technical difficulties or the unavailability of archived data from certain time periods), the Parties agree that by making the effort, TURSS has employed the required commercially reasonable procedures to identify and provide Class Counsel with the required data.

After receiving the Initial Data, Class Counsel will review the Age Mismatch Group Initial Data, the Eviction Group Initial Data, and publicly available eviction data from Pennsylvania and Virginia to determine which individuals in those data sets are members of the Rule 23(b)(3) Settlement Class. To the extent Defendant's records do not already do so, Class Counsel will also demarcate which individuals in the Age Mismatch Group had felonies, Sex Offenses, or misdemeanors (or their equivalents) attributed to them. Class Counsel shall make no other use of the Initial Data.

Within forty-five (45) days of receiving the Initial Data, Class Counsel will provide Defendant with a proposed list of Settlement Class Members in the Age Mismatch and Eviction Groups. With respect to the Age Mismatch and Eviction Groups, Class Counsel will also provide to Defendant any supporting public records documentation that Class Counsel relied upon in determining Class membership.

Defendant will then have fourteen (14) days to suggest the removal of any individuals from the proposed list of Settlement Class Members or to propose any additions to the list from the Initial Data.

## **B. The Class List**

Once the Parties are in agreement as to the individuals who meet the definition of the Rule 23(b)(3) Settlement Class pursuant to Section C.II.A, that list shall become the Class List. The Parties shall work in good faith to resolve any disagreement as to whether an individual should be included on the Class List.

Within seven (7) days of the Parties reaching an agreement upon the composition of the Class List, the Parties shall notify the Court of their agreement and shall jointly request that the Court issue an order in the form attached hereto as Exhibit C scheduling the Final Approval Hearing.

Within seven (7) days of the Parties reaching an agreement upon the composition of the Class List, the Class List will be provided to the Settlement Administrator, which will include the following information for each Settlement Class Member, as reflected in Defendant's records:

- a) the Settlement Class Member's name;
- b) the Settlement Class Member's postal address, to the extent this information is reasonably available in Defendant's records and relating to the application/report;
- c) the Settlement Class Member's date of birth and Social Security Number, to the extent this information is reasonably available in Defendant's records and relating to the application/report; and

d) the Settlement Class Member's e-mail address, to the extent this information is reasonably available in Defendant's records and relating to the application/report.

The Class List shall be designated HIGHLY CONFIDENTIAL – SUBJECT TO CONFIDENTIALITY ORDER Confidential under the Stipulated Confidentiality Order entered by the Court (ECF 12-1, 14).

The Settlement Administrator shall update the address information included on the Class List and use its best efforts to obtain the most up to date address and email address for all Rule 23(b)(3) Settlement Class Members.

### **C. Form of Notice**

The proposed Notices and the Claim Form for members of the Rule 23(b)(3) Settlement Class are attached hereto as Exhibit F. Seven (7) days after the Order Scheduling the Final Approval Hearing is entered, the Administrator will send the Notices & Claim Form via U.S. mail, postage paid, requesting either forwarding service or change service, to each Rule 23(b)(3) Settlement Class Member on the Class List. Prior to sending notice by U.S. Mail, the Settlement Administrator shall utilize appropriate publicly available databases, including the United States Postal Service National Change of Address database, to obtain an updated address for all Rule 23(b)(3) Settlement Class Members. The Settlement Administrator will also perform a search for email addresses for all Rule 23(b)(3) Settlement Class

members, and shall also send notice by email to Rule 23(b)(3) Settlement Class Members. For up to forty-five (45) days following the mailing of the Mail Notice & Claim Forms, the Administrator will re-mail Notices to updated addresses received via address change notifications from the U.S. Postal Service. The Settlement Administrator may also send reminder notices to members of the Rule 23(b)(3) Settlement Class who are eligible to make claims, with such reminder notices to be as set forth in Exhibit F.

#### **D. Claim Forms**

The Mail Notice contains a business reply postcard Claim Form for State Criminal Group members, and the Settlement Website's Rule 23(b)(3) Section will allow for electronic submission of Claim Forms. The Settlement Website's Rule 23(b)(3) Settlement Website shall also provide a form for Age Mismatch Group members to submit if they believe they are eligible to receive more Settlement Shares than the shares determined by Class Counsel, based on their determination whether the qualifying Criminal Record was a felony, Sex Offense, or misdemeanor.

Within sixty (60) days of the Rule 23(b)(3) Claims Deadline, Class Counsel will review all claims for validity. Class Counsel shall be charged with reviewing all records provided by the claiming Settlement Class Member, as well as publicly available records relating to the offense included on the Settlement Class Member's report, to determine whether the available public records contain a date of birth,

social security number and/or address that indicates the reported record does not belong to the claiming Settlement Class Member. In the event that there are no publicly available records that relate to the crime attributed to the claiming class member that include a date of birth, social security number, or address that matches the claim shall be denied or does not match (in which case the claim shall be deemed valid) the claiming class member's information, the claim shall be deemed valid by Class Counsel. On or before the date 60 days after the Claim Deadline, Class Counsel will provide a list of State Criminal Group members and Age Mismatch Group members that possess claims eligible for an award under this Settlement Agreement. Defendant may challenge the inclusion of any such Class Member on the list by producing any publicly-available record indicating that the record reported by TURSS was correctly attributable to this Class Member within fourteen (14) days. Absent the production of such information, however, the claim shall be deemed valid.

### **III. Opt-Out Process**

A Rule 23(b)(3) Settlement Class Member may request to be excluded from the Rule 23(b)(3) Settlement Class by sending a written request for exclusion to the Settlement Administrator. To be valid, the proposed Rule 23(b)(3) Settlement Class Member's opt-out request must contain the proposed Rule 23(b)(3) Settlement Class Member's name, original signature, current postal address, and current telephone



number, and a statement that the Settlement Class Member wants to be excluded from the Rule 23(b)(3) Settlement Class, and must be submitted by the Rule 23(b)(3) Opt-Out & Objection Deadline. To be valid, an opt-out request must not purport to opt out of the Rule 23(b)(3) Settlement Class for more than one consumer, i.e., purported opt-out for a group of consumers is not valid. Requests for exclusions that do not substantially comply with the requirements herein are invalid.

#### **IV. Objections**

Any Rule 23(b)(3) Settlement Class Member who does not opt out but wants to object to this Agreement may do so only as follows:

To be valid, an objection must

- a) be made by an individual Rule 23(b)(3) Settlement Class Member on his or her own behalf
- b) be sent to the Settlement Administrator, postmarked no later than the Rule 23(b)(3) Opt-Out & Objection Deadline. The Settlement Administrator shall notify the Parties of any objection within three (3) days of receipt.
- c) Any objection must include all of the following:
  - i. The caption of the Litigation;
  - ii. The objecting Rule 23(b)(3) Settlement Class Member's name, address, and telephone number; and

- iii. A written statement detailing the specific basis for each objection, signed by the Settlement Class Member.
- d) An objection submitted through an attorney must contain in addition:
  - i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Rule 23(b)(3) Settlement Class Member is represented;
  - ii. A statement of whether the objecting Rule 23(b)(3) Settlement Class Member intends to appear at the final approval hearing; and
  - iii. A written statement detailing the specific basis for each objection, including any legal and factual support that the objecting Rule 23(b)(3) Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Rule 23(b)(3) Settlement Class Member wishes to introduce in support of the objection.
- e) Any lawyer who intends to appear or speak at the final approval hearing on behalf of a member of the Rule 23(b)(3) Settlement Class must enter a written notice of appearance of counsel with the Clerk of the Court no later than three days prior to the final approval hearing.
- f). Any objector to the Rule 23(b)(3) Settlement who does not properly and timely object in the manner set forth above will not be allowed to appear at the final approval hearing and will not be allowed to object to or appeal

the final approval of the proposed Settlement, the dismissal of the case, any award of attorneys' fees and expenses to Class Counsel.

g) Rule 23(b)(3) Settlement Class members who file exclusions may not object to the Settlement.

No Party or Party's Counsel shall make any payments to any person or counsel who files an objection in exchange for the withdrawal, dismissal, or release of the objection, except with approval by the Court. This provision applies throughout the Litigation, including during the pendency of any appeal, and also operates to bar such payments in exchange for the withdrawal or dismissal of the appeal, unless such payment is approved by the Court or the applicable appellate court.

Either TURSS or the Plaintiffs may respond to an objection.

#### **V. Settlement Fund**

Within forty (40) business days after the Effective Date, TURSS shall deposit the sum of \$11,500,000.00 less the Initial Notice Costs into the account established by the Settlement Administrator. Upon entry of the Final Approval Order, the Settlement Administrator shall provide counsel for TURSS with wiring instructions and an IRS Form W-9 for the Settlement Fund. The Settlement Administrator shall also provide TURSS with any other documents or information that TURSS requests in order to deposit the above-specified amount into the Settlement Fund.

In no event shall TURSS be obligated to pay more than \$11,500,000.00 in connection with this Settlement Agreement.

Fourteen (14) days following receipt of this payment, the Settlement Administrator shall distribute the Settlement Fund as follows:

a) Court-approved attorneys’ fees and costs shall be paid to Class Counsel;

b) The Settlement Administrator’s as-yet unreimbursed costs shall be reimbursed to the Settlement Administrator, in the amount approved by the Court; and

c) The initial distribution to the Rule 23(b)(3) Settlement Class Members will be made via checks, sent to the Rule 23(b)(3) Settlement Class Members’ mailing addresses as used for Mail Notice and updated by the Postal Service, or by the Rule 23(b)(3) Settlement Class Member, during the notice period. The checks shall be in an amount determined by dividing the amount remaining in the Settlement Fund after the Court-approved deductions in a) and b) in proportion to each Rule 23(b)(3) Settlement Class Member’s allocated Settlement Shares. Settlement Shares shall be allocated to Rule 23(b)(3) Settlement Class Members as follows:

Categories	Settlement Share Allocation
Age Mismatch Category (Felonies and Sex Offenses) State Criminal Record Category Valid Claimants (Felonies and Sex Offenses)	10

Criminal Disputes Category	
Age Mismatch Category (Misdemeanors, Non-Felonies, Non-Sex Offenses) State Criminal Record Claimants Valid Category (Misdemeanors, Non-Felonies, Non-Sex Offenses) Eviction Disputes	2
Evictions Group	1

d) Any Rule 23(b)(3) Settlement Class Member checks remaining uncashed after ninety (90) days from mailing and any checks returned undelivered after a second mailing attempt will remain in the Settlement Fund. Such amounts shall be redistributed in proportion to the original checks to Rule 23(b)(3) Settlement Class Members who cashed their initial check, so long as the amount of all such reimbursement would equal or exceed \$25.00. Such checks would have a void date of ninety (90) days following their mailing. Any administrative costs associated with a second distribution shall be deducted from the Settlement Fund before the proportional check amount is determined.

Class Members shall be solely responsible for complying with any and all income tax liabilities and obligations which are or may become due or payable in connection with the Settlement. The Settlement Administrator shall provide each Rule 23(b)(3) Settlement Class Member who receives a settlement payment with a notice advising him or her to seek personal tax advice regarding any tax consequences of the payment. The notice regarding the potential tax treatment to Rule 23(b)(3) Settlement Class Members shall be included with each payment to

Rule 23(b)(3) Settlement Class Members. For the avoidance of doubt, neither Defendant, Defendant's Counsel, nor Class Counsel, have made, or are making in connection with this Settlement, any representations regarding possible tax consequences relating to settlement payments to Rule 23(b)(3) Settlement Class Members, and neither Defendant, Defendant's Counsel nor Class Counsel shall be held responsible for any such tax consequences. The Settlement Administrator shall, as necessary, satisfy all reporting requirements, if any, to issue IRS Form 1099s to Settlement Class Members.

Within thirty (30) days following check negotiation period associated with any redistribution, the balance of the Settlement Fund shall be transferred in equal parts to the Parties' proposed *cy pres* recipients, the Southern Center for Human Rights, a non-profit legal organization which litigates cases on behalf of those wrongly accused of and convicted of crimes, and also advocates on behalf of those suffering collateral consequences from involvement with the criminal and civil justice systems and Inclusiv, an organization that works to close the gaps and remove barriers to financial opportunities for people living in distressed and underserved communities by developing products for and advocating on behalf of community development credit unions.

## **VI. Rule 23(b)(3) Settlement Class Release**

### **A. Scope of Release**

Plaintiffs and the Rule 23(b)(3) Settlement Class Members release the Rule 23(b)(3) Released Claims. This release includes a release of claims for relief of any kind, including but not limited to relief pursuant to Sections 1681n or 1681o of the FCRA or any provisions of state FCRA equivalents providing for relief, and includes but is not limited to claims for actual damages, statutory damages, punitive damages, nominal damages, injunctive relief, attorneys' fees, costs, or any other relief of any kind whatsoever.

### **B. State-Specific Waivers**

Plaintiffs and the Rule 23(b)(3) Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe to be true with respect to the subject matter of this Litigation and the Rule 23(b)(3) Settlement Class Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release any and all Rule 23(b)(3) Settlement Class Released Claims, without regard to the subsequent discovery or existence of such different additional facts. Plaintiffs and Rule 23(b)(3) Settlement Class Members waive any and all rights and benefits afforded by California Civil Code § 1542, which provides as follows:

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.

Rule 23(b)(3) Plaintiffs and Settlement Class Members further waive any and all rights and benefits afforded by South Dakota Code § 20-7-11, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Plaintiffs and Rule 23(b)(3) Settlement Class Members and Class Counsel understand and acknowledge the significance of this waiver of California Civil Code Section 1542, South Dakota Code Section 20-7-11, and/or any other applicable federal or state law relating to limitations on releases.

### **C. Binding Release**

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection with such shall affect the dismissal of the Litigation, the res judicata effect of the Final Judgment and Order, the foregoing releases, or any other provision of the Final Judgment and Order; provided, however, that all other legal and



equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

**D. General Release for Named Plaintiffs**

TURSS and Trans Union LLC (“TU”) seek to obtain a general release of claims from the Plaintiffs, to encompass all claims the Plaintiffs may have against either entity that are not released as part of this Settlement Agreement, including but not limited to disclosure claims against both TURSS and TU under 15 U.S.C. § 1681g. The Plaintiffs, TURSS, and TU have agreed to arbitrate the consideration to be provided for a release of such claims beginning within 30 days after the Effective Date, in a “baseball style” arbitration, to be conducted before Arbitrator Nancy Lesser.

The arbitration shall be mandatory and shall be conducted in writing without a hearing. The written submissions of each side (with TURSS and TU constituting a “side”) shall be limited to three pages per Plaintiff. No more than thirty (30) days after the Effective Date, Plaintiffs shall provide an initial arbitration monetary demand to TURSS, TU and the arbitrator. No more than 3 business days thereafter, TURSS and TU shall provide an initial arbitration settlement offer for each Plaintiff to Class Counsel and the arbitrator. In the event that TU/TURSS’s initial arbitration settlement offer exceeds a given Plaintiff’s demand, TU/TURSS shall pay that Plaintiff the amount of its arbitration settlement offer and the Plaintiff shall provide

and sign a general release in the form attached as Exhibit I. In the event that TU/TURSS's offer is less than the Plaintiff's initial arbitration settlement demand, TU/TURSS shall have the option to accept the Plaintiff's initial arbitration settlement demand to receive a general release in the form attached as Exhibit I.

In the event that the arbitrator determines TU/TURSS's initial settlement offer is less than a Plaintiff's initial arbitration settlement demand and that TU/TURSS decline to pay the amount of that Plaintiff's initial arbitration demand, the arbitrator shall request that each Plaintiff submit written arbitration statement to the arbitrator, TURSS, and TU not to exceed three pages per Plaintiff. Within seven (7) days of any such submission, TU/TURSS shall respond in writing. Within fourteen (14) days of TU/TURSS's response, the arbitrator shall issue an award, selecting either the monetary amount submitted by the Plaintiff or the amount proposed by the TURSS/TU. **The parties shall split equally the cost of such arbitration.** The Parties waive their right to appeal any decision made by the arbitrator and agree that the arbitrator's judgment is final upon its issuance.

TURSS/TU shall make payment to each Plaintiff as outlined in the general release set forth on Exhibit I. Upon payment, each Plaintiff shall be deemed to have released claims as outlined in the general release set forth on Exhibit I.

## **D. OTHER PROVISIONS**

### **I. Termination**

TURSS's willingness to settle this Litigation on a class-action basis and to agree to the accompanying certification of the Settlement Classes is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, TURSS may terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to Plaintiffs or Settlement Class Members if any of the following conditions subsequent occurs:

- a. The Court requires changes to the Settlement Agreement that alter in any way the Parties' rights or duties before approving the Settlement Agreement;
- b. the Parties fail to obtain and maintain Preliminary Approval of the Settlement Agreement;
- c. more than 2% (two percent) of the individuals in any of the Class List, Age Mismatch Group, the State Criminal Group, the State Eviction Group, the Eviction Disputes Group, or the Criminal Disputes Group opt out of the proposed Rule 23(b)(3) Settlement Class;

- d. the Court requires changes to the Final Approval Order that alter in any way the Parties' rights or duties before entering it consistent with the provisions of this Settlement Agreement;
- e. the Settlement Agreement or Final Judgment is not upheld on appeal, including review by the United States Supreme Court, or the Court's approval is otherwise later reversed, modified, or vacated;
- f. 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 Settlement Agreement; or
- g. Plaintiffs or Class Counsel commit a material breach of the Settlement Agreement before entry of the Final Approval Order.

The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, costs, and other expenses is not grounds for Plaintiffs, the Settlement Classes, or Class Counsel to cancel or terminate this Settlement Agreement.

If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Court shall decertify the Settlement Classes; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, will be without prejudice to any Party and may not be deemed

or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties would stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

## **II. Parties' Authority**

Class Counsel, on behalf of the Settlement Classes, are expressly authorized by the Plaintiffs and Settlement Class Members to take all appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms. Class Counsel also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Plaintiffs and Settlement Classes that they deem necessary and appropriate.

## **III. Use of the Initial Data, Class List and Notice Plan**

Class Counsel and Plaintiffs agree that the sole purpose for generating and producing the Initial Data and the Class List and of the Notice Plan is to effectuate this Settlement Agreement, and not for the purpose of identifying and soliciting potential clients. Further, to avoid even the appearance of impropriety, after receiving the Initial Data from Defendant, if Class Counsel is contacted by any individual identified in the Initial Data, Class Counsel shall refer any such individual who is seeking representation for individual claims against TURSS to the applicable state bar association or other referral organization for appropriate counsel in any subsequent litigation of such individual claims. Class Counsel shall do the same as

to any Rule 23(b)(2) Class Members who contact Class Counsel about the Settlement seeking representation between when Rule 23(b)(2) Notice is first published and the Effective Date. If TURSS produces the Initial Data in multiple parts, this Section D.III shall become effective as to individuals identified in each part of the Initial Data as of the time the relevant part of the Initial Data is produced to Class Counsel.

#### **IV. Complete Agreement**

This Settlement Agreement is the entire, complete agreement of the Parties and their respective counsel. In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein.

#### **V. Best Efforts to Obtain Court Approval**

The Parties and their Counsel, agree to use their best efforts to obtain Court approval of this Settlement Agreement, subject, however, to Defendant's right to terminate the Settlement Agreement as provided herein.

#### **VI. Court's Jurisdiction**

The Court shall retain jurisdiction only with respect to implementation and enforcement of the terms of the Settlement Agreement. Nothing herein, including the Court's retention of jurisdiction over the provision of the injunctive relief set forth herein, shall be a basis for any Party, including any Settlement Class Member, to assert personal jurisdiction over any other Party or Settlement Class Member in

the Northern District of Georgia for any Claim premised in whole or in part on the terms of this Settlement Agreement.

**VII. Admissibility of Settlement Agreement**

This Settlement Agreement shall not be offered or be admissible in evidence in any action or proceeding except: (1) the hearings necessary to obtain and implement Court approval of this Settlement; and (2) any hearing to enforce the terms of this Settlement Agreement or any related order in the Litigation.

**VIII. Settlement Notices**

Except for the Notice Plans, as provided for above, all other notices or formal communications under this Settlement Agreement must be in writing and given: (1) by hand delivery; (2) by registered or certified mail, return receipt requested, postage pre-paid; or (3) by overnight courier to counsel for the Party to whom notice is directed at the following addresses:

For Plaintiffs and the Settlement Classes:

E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
1229 Tyler Street NE, Suite 205  
Minneapolis, MN 55413

For TURSS:

Michael O'Neil  
Albert E. Hartmann  
REED SMITH LLP

10 South Wacker Drive, 40th Floor  
Chicago, IL 60606

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to counsel for Plaintiffs or Defendant, as applicable, in the manner described in this Section.

## **IX. Construction**

None of the Parties to this Settlement Agreement are the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter. Except as otherwise stated herein, each substantive term of this Settlement Agreement is a material term that the Parties have relied upon in making this Settlement Agreement. If the Court does not approve any substantive term, or if the Court effects a material change to the Settlement Agreement then the entire Settlement Agreement will be, at the Parties' discretion, void and unenforceable. Where this Settlement Agreement states that a term is not material, then the Court's refusal to approve that term leaves all the other terms of the Settlement Agreement in effect. Before declaring any provision of this Settlement Agreement invalid, the Parties intend that the Court first attempt to construe the provision valid to the fullest extent possible so as to render all provisions of this Settlement Agreement enforceable.



This Settlement Agreement includes the terms set forth in each attached Exhibit. Each Exhibit to this Settlement Agreement is an integral part of it.

The headings within this Settlement Agreement appear for the convenience of reference only and do not affect the construction or interpretation of any part of this Agreement.

This Settlement Agreement may not be modified except by a writing executed by all the Parties. Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement. This Settlement Agreement shall apply to and be binding upon and shall inure to the benefit of the Parties hereto, the Released Parties, and Class Counsel, as well as their respective successors, heirs and assigns.

**X. Execution in Counterparts**

Plaintiffs, Class Counsel, TURSS and TURSS’s counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument.

A Party may sign and deliver this Settlement Agreement by signing on the designated signature block and transmitting that signature page via facsimile or as an attachment to an email to counsel for the other Party. Any such signature shall be deemed an original for purposes of this Settlement Agreement and will be binding upon the Party who transmits the signature page.

This Settlement Agreement shall not be deemed executed until signed by Plaintiffs, by Class Counsel, and by counsel for and representatives of TURSS. The signatories hereto represent that they are fully authorized to consent to all terms of this Settlement Agreement. The Parties agree that the Settlement Class Members are so numerous that it is impossible or impractical to have each execute the Settlement Agreement. The Settlement Agreement may be executed on behalf of the Settlement Classes by the Plaintiffs.

Date: 9/8/2022

Date: \_\_\_\_\_

**PLAINTIFFS:**

DocuSigned by:  
William Hall Jr  
EB563F11BE4D49E...

Chris Robinson

**X. Execution in Counterparts**

Plaintiffs, Class Counsel, TURSS and TURSS’s counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument.

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**PLAINTIFFS:**

Date: \_\_\_\_\_

Date: Sep 7, 2022

\_\_\_\_\_  
William Hall, Jr.

CRobinson  
CRobinson (Sep 7, 2022 14:05 PDT)  
\_\_\_\_\_  
Chris Robinson

Date: Sep 8, 2022

Jennifer Brown  
Jennifer Brown (Sep 8, 2022 08:26 EDT)

Jennifer Brown

Date: \_\_\_\_\_

Patricia McIntyre

Date: \_\_\_\_\_

Kaila Hector

Date: \_\_\_\_\_

William Aird

Date: \_\_\_\_\_

Ramona Belluccia

**ON BEHALF OF TURSS:**

Date: \_\_\_\_\_

Printed Name

Title

**COUNSEL:**

Date: \_\_\_\_\_

E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
1229 Tyler Street NE, Suite 205  
Minneapolis, Minnesota 55413

Date: \_\_\_\_\_

Robert C. Khayat, Jr.  
KHAYAT LAW FIRM  
75 Fourteenth Street, N.E.  
Suite 2750  
Atlanta, Georgia 30309

Date: \_\_\_\_\_

\_\_\_\_\_  
Jennifer Brown

Date: Sep 8, 2022

\_\_\_\_\_  
  
\_\_\_\_\_  
Patricia McIntyre (Sep 8, 2022 17:55 EDT)  
Patricia McIntyre

Date: \_\_\_\_\_

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Kaila Hector

Date: \_\_\_\_\_

\_\_\_\_\_  
William Aird

Date: \_\_\_\_\_

\_\_\_\_\_  
Ramona Belluccia

**ON BEHALF OF TURSS:**

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**COUNSEL:**

Date: \_\_\_\_\_

\_\_\_\_\_  
E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
1229 Tyler Street NE, Suite 205  
Minneapolis, Minnesota 55413

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert C. Khayat, Jr.  
KHAYAT LAW FIRM  
75 Fourteenth Street, N.E.  
Suite 2750  
Atlanta, Georgia 30309

Date: \_\_\_\_\_

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Jennifer Brown

Date: \_\_\_\_\_

\_\_\_\_\_  
Patricia McIntyre

Date: 9/8/2022  
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*Kaila Hector*  
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Kaila Hector

Date: \_\_\_\_\_

\_\_\_\_\_  
William Aird

Date: \_\_\_\_\_

\_\_\_\_\_  
Ramona Belluccia

**ON BEHALF OF TURSS:**

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**COUNSEL:**

Date: \_\_\_\_\_

\_\_\_\_\_  
E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
1229 Tyler Street NE, Suite 205  
Minneapolis, Minnesota 55413

Date: \_\_\_\_\_

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KHAYAT LAW FIRM  
75 Fourteenth Street, N.E.  
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Atlanta, Georgia 30309

Date: \_\_\_\_\_

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Jennifer Brown


Date: \_\_\_\_\_

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Patricia McIntyre

Date: \_\_\_\_\_

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Kaila Hector

Date: Sep 8, 2022

  
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William Aird (Sep 8, 2022 11:38 EDT)  
William Aird

Date: \_\_\_\_\_

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Ramona Belluccia

**ON BEHALF OF TURSS:**

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**COUNSEL:**

Date: \_\_\_\_\_

\_\_\_\_\_  
E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
1229 Tyler Street NE, Suite 205  
Minneapolis, Minnesota 55413

Date: \_\_\_\_\_

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Robert C. Khayat, Jr.  
KHAYAT LAW FIRM  
75 Fourteenth Street, N.E.  
Suite 2750  
Atlanta, Georgia 30309

Date: \_\_\_\_\_

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Jennifer Brown

Date: \_\_\_\_\_

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Patricia McIntyre

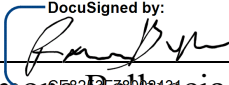
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Kaila Hector

Date: \_\_\_\_\_

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William Aird

Date: 9/8/2022  
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DocuSigned by:  
  
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Ramona Beluccia

**ON BEHALF OF TURSS:**

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**COUNSEL:**

Date: \_\_\_\_\_

\_\_\_\_\_  
E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
1229 Tyler Street NE, Suite 205  
Minneapolis, Minnesota 55413

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KHAYAT LAW FIRM  
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Suite 2750  
Atlanta, Georgia 30309



Date: \_\_\_\_\_

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Jennifer Brown

Date: \_\_\_\_\_

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Patricia McIntyre

Date: \_\_\_\_\_

\_\_\_\_\_  
Kaila Hector

Date: \_\_\_\_\_

\_\_\_\_\_  
William Aird

Date: \_\_\_\_\_

\_\_\_\_\_  
Ramona Belluccia

**ON BEHALF OF TURSS:**

Date: September 9, 2022



\_\_\_\_\_  
Michael O'Neil

\_\_\_\_\_  
Printed Name  
Counsel

\_\_\_\_\_  
Title

**COUNSEL:**

Date: \_\_\_\_\_

\_\_\_\_\_  
E. Michelle Drake  
Joseph C. Hashmall  
BERGER MONTAGUE PC  
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Minneapolis, Minnesota 55413

Date: \_\_\_\_\_

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Date: \_\_\_\_\_

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Jennifer Brown

Date: \_\_\_\_\_

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Patricia McIntyre

Date: \_\_\_\_\_

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Kaila Hector

Date: \_\_\_\_\_

\_\_\_\_\_  
William Aird

Date: \_\_\_\_\_

\_\_\_\_\_  
Ramona Belluccia

**ON BEHALF OF TURSS:**

Date: \_\_\_\_\_

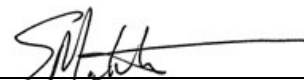
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\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**COUNSEL:**

Date: 9/9/2022



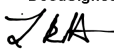
E. Michelle Drake  
Joseph C. Hashmall  
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Minneapolis, Minnesota 55413

Date: 09/09/2022



Robert C. Khayat, Jr.  
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Suite 2750  
Atlanta, Georgia 30309

Date: 9/8/2022 \_\_\_\_\_

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Leonard A. Bennett  
Craig C. Marchiando  
CONSUMER LITIGATION  
ASSOCIATES, P.C  
763 J. Clyde Morris Blvd, Ste 1-A  
Newport News, Virginia 23601

Date: \_\_\_\_\_

Kristi C. Kelly  
Andrew J. Guzzo  
Casey S. Nash  
KELLY GUZZO, PLC  
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Fairfax, Virginia 22030

Date: \_\_\_\_\_

James A. Francis  
John Soumilas  
Lauren KW Brennan  
FRANCIS MAILMAN SOUMILAS  
1600 Market St., Suite 2510  
Philadelphia, PA 19103

Date: \_\_\_\_\_

G. Blake Andrews, Jr.  
BLAKE ANDREWS LAW FIRM,  
1831 Timothy Dr.  
Atlanta, GA 30329


Date: \_\_\_\_\_

Robert B. Remar  
Austin J. Hemmer  
SMITH, GAMBRELL & RUSSELL,  
LLP  
1105 W. Peachtree St. NE  
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Atlanta, GA 30309

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\_\_\_\_\_  
Leonard A. Bennett  
Craig C. Marchiando  
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763 J. Clyde Morris Blvd, Ste 1-A  
Newport News, Virginia 23601

Date: September 7, 2022

  
\_\_\_\_\_  
Kristi C. Kelly  
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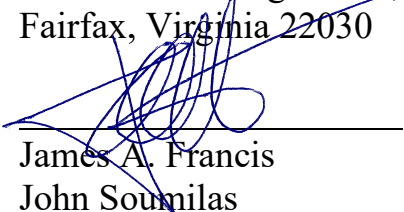
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Date: \_\_\_\_\_

\_\_\_\_\_  
Kristi C. Kelly  
Andrew J. Guzzo  
Casey S. Nash  
KELLY GUZZO, PLC  
3925 Chain Bridge Road, Suite 202  
Fairfax, Virginia 22030

Date: September 8, 2022

  
\_\_\_\_\_  
James A. Francis  
John Soumilas  
Lauren KW Brennan  
FRANCIS MAILMAN SOUMILAS  
1600 Market St., Suite 2510  
Philadelphia, PA 19103

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Date: \_\_\_\_\_

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Craig C. Marchiando  
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John Soumilas  
Lauren KW Brennan  
FRANCIS MAILMAN SOUMILAS  
1600 Market St., Suite 2510  
Philadelphia, PA 19103

Date: 09/09/2022

*Gary Blaylock Andrews, Jr.*  
\_\_\_\_\_  
G. Blake Andrews, Jr.  
BLAKE ANDREWS LAW FIRM,  
1831 Timothy Dr.  
Atlanta, GA 30329

Date: \_\_\_\_\_

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Robert B. Remar  
Austin J. Hemmer  
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LLP  
1105 W. Peachtree St. NE  
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Date: \_\_\_\_\_

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Craig C. Marchiando  
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ASSOCIATES, P.C  
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Date: \_\_\_\_\_

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Philadelphia, PA 19103

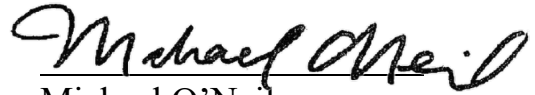
Date: \_\_\_\_\_

\_\_\_\_\_  
G. Blake Andrews, Jr.  
BLAKE ANDREWS LAW FIRM,  
1831 Timothy Dr.  
Atlanta, GA 30329

Date: September 9, 2022

\_\_\_\_\_  
s/ Robert B. Remar (w/ permission)  
Robert B. Remar  
Austin J. Hemmer  
SMITH, GAMBRELL & RUSSELL,  
LLP  
1105 W. Peachtree St. NE  
Suite 1000  
Atlanta, GA 30309

Date: September 9, 2022



Michael O'Neil  
Terence N. Hawley  
Albert E. Hartmann  
Kristen A. DeGrande  
REED SMITH LLP  
10 South Wacker Drive, 40th Floor  
Chicago, IL 60606



**EXHIBIT A**  
Injunctive Relief  
Order

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

---

**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**[PROPOSED] CONSENT INJUNCTIVE RELIEF ORDER**

On \_\_\_\_\_, 2022, Defendant TransUnion Rental Screening Solutions, Inc. (“TURSS”) and Plaintiffs entered into a Settlement Agreement. On [\_\_\_\_\_], 2023, the Court entered the Final Approval Order.

WHEREAS, Plaintiffs pursued this Litigation to address practices relating to TURSS’s reporting of criminal and landlord-tenant records, as Plaintiffs allege those practices violate the Fair Credit Reporting Act (“FCRA”);

WHEREAS, TURSS contests Plaintiffs’ allegations and denies that it has violated the FCRA, but to resolve this dispute, has agreed to implement certain business practice changes that represent a substantial shift from TURSS’s historical business practices;

WHEREFORE, pursuant to the Settlement Agreement, TURSS, without admitting any of the allegations made by Plaintiffs, consents to the entry of this Injunctive Relief Order:

For purposes of this Injunctive Relief Order, the following terms have the following meanings:

1. “Consumer Report” means a report as defined in 15 U.S.C. § 1681a(d) and delivered to a third party by TURSS.

2. “Criminal Record” means a criminal record, record of being included on a sex offender registry, or any other publicly-available official record of a criminal violation. “Criminal Record” does *not* include Landlord-Tenant records, bankruptcy records, civil violations, licensure records, tax records (including tax liens), civil judgments, or any records related to public registries or lists other than sex offender registries.

3. “Injunctive Relief Termination Date” means two (2) years from the date of the latest implementation of the injunctive relief specified in Paragraphs (a), (b), and (c) of this Injunctive Relief Order.

4. “Landlord-Tenant Records” means any public records involving disputes between landlords and their tenants.

5. “Rule 23(b)(2) Settlement Class” means all individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party before the Injunctive Relief Termination Date.

6. “Source” means a particular courthouse, recorder’s office or other government agency responsible for the publication of Landlord-Tenant Records or

providing access to Landlord-Tenant Records, and used by LexisNexis Risk Data Management LLC to gather Landlord-Tenant Records for delivery to TURSS.

7. “Visit” means each date where LexisNexis Risk Data Management LLC or its vendor retrieves a Landlord-Tenant Record from a Source.

8. “Visit Interval” means the average number of days between Visits by Lexis Nexis Risk Data Management LLC to a Source calculated with respect to an assessment timeframe.

The Court hereby orders that TURSS comply as follows:

a. Beginning sixty (60) days from the Effective Date, and for two (2) years thereafter, TURSS will implement matching procedures whereby Criminal Records will not be attributed to any consumer in a Consumer Report unless TURSS matches the following identifying information of the applicant received by TURSS from the applicant and/or its customer at the time of the matching to the following identifying information contained within the public Criminal Record maintained by TURSS at the time of the matching: (i) a qualifying match on name; plus (ii) a qualifying match on date of birth, address or Social Security Number.

b. Beginning sixty (60) days from the Effective Date, and for two (2) years thereafter, TURSS will implement changes in the formatting of its reporting of Landlord-Tenant Records in a Consumer Report to group records relating to a single legal proceeding between a landlord and tenant; and

c. On or before the later of sixty (60) days from (i) the Effective Date or (ii) LexisNexis Risk Data Management LLC's ("LNRDM") delivering the first monthly report described in the Injunctive Relief Order in *Stewart v. LexisNexis Risk Data Management LLC*, Case No. 3:20-cv-00903-JAG (E.D. Va.) ("*Stewart*"), and for two (2) years thereafter, TURSS will implement procedures to reasonably ensure that TURSS, no more than thirty (30) days after TURSS receives a monthly report, if any, from LNRDM, pursuant to LNRDM's obligations under the Injunctive Relief Order entered in *Stewart* on July 27, 2022, that the most recent Visit Interval for a Source is greater than sixty (60) days, does not report Landlord-Tenant Records from that Source in a Consumer Report until it receives a later monthly report from LNRDM that the most recent Visit Interval for that Source is sixty (60) days or less.

d. Any action by TURSS determined by TURSS in good faith to be reasonably necessary to comply with any federal, state or local law, enactment, regulation or judicial ruling shall not constitute a violation of this Order.

e. This Injunctive Relief Order shall not in any way impose any obligation, duty or responsibility on TURSS, or create a right on behalf of the Rule 23(b)(2) Settlement Class or any other person, beyond what is described in this Order.

**IT IS SO ORDERED**

ENTERED this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Hon. J.P. Boulee  
U.S. District Judge

**EXHIBIT B**  
Preliminary  
Approval Order

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

---

**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

---

**ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT, CERTIFYING CONDITIONAL SETTLEMENT CLASSES,  
APPOINTING CLASS COUNSEL, APPROVING AND DIRECTING  
NOTICE PLANS, APPOINTING SETTLEMENT ADMINISTRATOR**

WHEREAS, the Court has been advised that certain of the Parties to the coordinated and/or consolidated lawsuits in the above-captioned proceedings (“the Litigation”), Plaintiffs William Hall Jr, Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Belluccia, on behalf of themselves and all others similarly situated (hereinafter referred to as “Plaintiffs”), and TransUnion Rental Screening Solutions, Inc. (“Defendant” or “TURSS”) (collectively, the “Parties”), through their respective counsel, have agreed, subject to Court approval following notice to the Settlement Class Members and a hearing, to settle the Litigation upon the terms and conditions set forth in the Settlement Agreement, which has been filed with the Court, and the Court deeming that the definitions set forth in the Settlement Agreement are hereby incorporated by reference herein (with capitalized terms as set forth in the Settlement Agreement);



**NOW, THEREFORE**, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to the Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a hearing should and will be held after notice to the proposed Settlement Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Approval Order should be entered in this Litigation. The date for such hearing will be at least 114 days from the date of the entry of the Order Scheduling Final Fairness Hearing, with such Order to be requested for entry by the Parties after the Rule 23(b)(3) Class List is agreed upon.

**IT IS HEREBY ORDERED:**

1. The Court has jurisdiction over the subject matter of the Litigation and over all settling Parties hereto.

2. **RULE 23(b)(2) SETTLEMENT CLASS** — Pursuant to Fed. R. Civ. P. 23(b)(2), the Litigation is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following Rule 23(b)(2) Settlement Class:

All individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party from November 7, 2016 through the Injunctive Relief Termination Date.

3. **PRELIMINARY CERTIFICATION OF RULE 23(b)(2) SETTLEMENT CLASS** — The Court preliminarily finds that the Litigation and

Rule 23(b)(2) Settlement Class satisfy the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23. Namely, the Court preliminarily finds that:

- A. The members of the Rule 23(b)(2) Settlement Class (“Rule 23(b)(2) Settlement Class Members”) are so numerous that joinder of all of them in the lawsuit is impracticable;
- B. There are questions of law and fact common to the Rule 23(b)(2) Settlement Class Members,;
- C. The claims of the Plaintiffs are typical of the claims of the Rule 23(b)(2) Settlement Class Members;
- D. The Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the Rule 23(b)(2) Settlement Class Members; and
- E. Defendant had acted on grounds generally applicable to the Rule 23(b)(2) Settlement Class as a whole. The Litigation arises from Defendant’s practices concerning the matching of Criminal Records to subjects of Consumer Reports, and the reporting of the status of Landlord-Tenant Records. While Defendant maintains that it has always acted in compliance with the law, the fact that the Settlement Agreement, once finally approved by this Court, and the Consent Injunctive Relief Order is entered, modifies Defendant’s conduct as to

the Rule 23(b)(2) Settlement Class as a whole makes it appropriate for certification under Rule 23(b)(2). Any individual claims that Rule 23(b)(2) Settlement Class members may have under the FCRA or any provisions of state FCRA equivalent are preserved by the Settlement Agreement and thus do not preclude certification under Rule 23(b)(2). Consequently, the Court finds that the requirements for preliminary approval and certification of a settlement class under Rule 23(b)(2) are satisfied.

4. If the proposed Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, the Rule 23(b)(2) Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; and all parties shall stand in the same procedural position as if the Settlement Agreement and all associated proceedings had not been negotiated, made, or filed with the Court; and the Parties agree that the case will return to the status quo ante as of September 8, 2022.

5. **RULE 23(b)(3) SETTLEMENT CLASS** — Pursuant to Fed. R. Civ.

P. 23(b)(3), the Litigation is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following Rule 23(b)(3) Settlement Class:

(i) all individuals about whom TURSS reported a Criminal Record to a third party between November 7, 2016 and January 1, 2022 when TURSS had in its possession information about the age of the offender in the record where such age information indicated that the offender was older than the subject of the report based on the subject of the report's date of birth at the time of the report;

(ii) all individuals about whom TURSS reported a Criminal Record to a third party between May 14, 2019 and January 1, 2022, where at least one of the Criminal Records included in the report were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record;

(iii) all individuals about whom TURSS reported a Landlord-Tenant Record to a third party between May 14, 2019 and January 1, 2022 from any jurisdiction in Virginia or Pennsylvania but where subsequent review of public records by Class Counsel show that TURSS did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the jurisdiction's public docket at least sixty (60) days prior to the date of the TURSS report containing such Landlord-Tenant Record;

(iv) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other," and where the resolution was categorized as "data modified," "data removed," "data suppressed," or "no record available"; and,

(v) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS's reporting of a Criminal Record that TURSS categorized as "record does not match," and where the resolution was categorized as "data suppressed."

6. The Parties currently estimate that there are approximately 90,000 members of the Rule 23(b)(3) Settlement Class (“Rule 23(b)(3) Settlement Class Members”). The exact number of Rule 23(b)(3) Settlement Class Members will be determined through the preparation of the Class List, as described in the Settlement Agreement.

7. **PRELIMINARY CERTIFICATION OF RULE 23(b)(3) SETTLEMENT CLASS** — The Court preliminarily finds that the Litigation and Rule 23(b)(3) Settlement Class satisfy the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23. Namely, the Court preliminarily finds that:

- A. The Rule 23(b)(3) Settlement Class Members are so numerous that joinder of all of them in the Lawsuit is impracticable;
- B. There are questions of law and fact common to the Rule 23(b)(3) Settlement Class Members, which predominate over any individual questions;
- C. The claims of the Plaintiffs are typical of the claims of the Rule 23(b)(3) Settlement Class Members;
- D. The Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the Rule 23(b)(3) Settlement Class Members; and
- E. The Court finds that as to this Rule 23(b)(3) Settlement Class, class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient

adjudication of this controversy. Consequently, the Court finds that the requirements for certification of a conditional settlement class under Rule 23(b)(3) are satisfied.

8. If the proposed Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, the Rule 23(b)(3) Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; and all parties shall stand in the same procedural position as if the Settlement Agreement and all associated proceedings had not been negotiated, made, or filed with the Court; and the Parties agree that the case will return to the status quo ante as of September 8, 2022.

9. **CLASS REPRESENTATIVE APPOINTMENT** — Pursuant to Fed. R. Civ. P. 23, the Court preliminarily certifies Plaintiffs William Hall, Jr., Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Bellucia, as the class representatives for the Rule 23(b)(2) Settlement Class. The Court further preliminarily certifies Plaintiffs William Hall, Jr., Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Bellucia as the class representatives for the Rule 23(b)(3) Settlement Class. The Court finds that the Plaintiffs have no interests that are adverse or antagonistic to the interests of the Rule 23(b)(2) Settlement Class or the Rule 23(b)(3) Settlement Class. Both the Plaintiffs and the Rule 23(b)(2) Settlement Class Members share the

common interest of obtaining certain rights and benefits concomitant with Defendant's practices concerning the matching of Criminal Records to the subject of the Consumer Report, and the reporting of the statuses of Landlord-Tenant Records. Each Rule 23(b)(3) Settlement Class Member will benefit from the Settlement Fund, from which payments of any Court-approved attorneys' fees, costs and the Settlement Administrator's expenses. The proposed settlement also preserves the right of Rule 23(b)(3) Settlement Class Members to opt out of the monetary relief settlement and preserves the right of all Rule 23(b)(2) Settlement Class Members to bring individual suits for actual damages or punitive damages if they wish.

10. **CLASS COUNSEL APPOINTMENT** — Having considered the work Class Counsel has done in identifying and investigating potential claims in this Litigation, counsel's experience in handling class actions, other complex litigation, and claims of the type asserted in this Litigation, counsel's knowledge of the applicable law, and the resources counsel will commit to representing the classes, the following attorneys are designated Class Counsel under Rule 23(g)(1): E. Michelle Drake and Joseph C. Hashmall of Berger Montague PC , Leonard Bennett, Craig Marchiando of Consumer Litigation Associates, P.C., Kristi Kelly and Andrew Guzzo of Kelly Guzzo PLC, , James Francis, John Soumilas, Lauren KW Brennan of Francis Mailman Soumilas P.C., and Robert C. Khayat, Jr, of Khayat Law Firm.

11. **THIRD-PARTY SETTLEMENT ADMINISTRATOR** — The Parties have proposed JND Legal Administration as the Settlement Administrator

for the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes. The Court has reviewed the materials about this organization and concludes that it has extensive and specialized experience and expertise in class action settlements and notice programs. The Court hereby appoints JND Legal Administration as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notice Plans and other aspects of the settlement administration. JND Legal Administration shall also be responsible for maintaining any records of, and keeping the Court and the Parties apprised of, any objections or written statements filed by any Settlement Class Member or government officials.

12. **CLASS NOTICE** — The Court approves the form and substance of the Notice Plans proposed in the Settlement Agreement and the notices of class action settlement, attached as Exhibits E-H to the Settlement Agreement. The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement Agreement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notices concisely and clearly state, in plain, easily understood language, the nature of the action; the definition of the classes certified; the class claims, issues, and defenses; that a class member may enter an appearance through counsel if the member so desires; and the binding effect of a class judgment on class members. Such notice of a Rule 23(b)(2) class settlement and Rule 23(b)(3) class settlement is designed to



reach a significant number of class members and is otherwise proper under Rule 23(e)(1).

Based on the foregoing, the Court hereby approves the Notice Plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Settlement Agreement and the Notice Plans attached as exhibits thereto. The Court finds that the Notice Plans constitute reasonable notice under Rule 23(e)(1) and satisfies due process. The cost of the notice plans shall be paid according to the terms of the Settlement Agreement.

13. **EXCLUSIONS FROM RULE 23(b)(3) SETTLEMENT CLASS AND OBJECTIONS TO THE RULE 23(b)(3) SETTLEMENT** — As soon as practicable but no later than seven (7) days from the entry of the Order Scheduling Final Fairness Hearing, the Settlement Administrator will send the notice to each Rule 23(b)(3) Settlement Class Member identified on the Class List pursuant to the terms of the Settlement Agreement. No later than three (3) days before the Final Fairness Hearing in this Litigation, the Settlement Administrator will file proof of the distribution of Notice with the Court.

A. Any proposed Rule 23(b)(3) Settlement Class Member who desires to be excluded from the Rule 23(b)(3) Settlement Class must send a written request for exclusion to the Settlement Administrator with a postmark date no later than ninety-three (93) days from the entry of the Order Scheduling Final Fairness Hearing. Any proposed Rule 23(b)(3) Settlement Class Member who submits a valid and timely request for exclusion shall not be bound by the terms of the Settlement

Agreement. To be valid, the proposed Rule 23(b)(3) Settlement Class Member's opt-out request must contain the proposed Rule 23(b)(3) Settlement Class Member's name, original signature, current postal address, and current telephone number, and a statement that the Settlement Class Member wants to be excluded from the Rule 23(b)(3) Settlement Class by the Rule 23(b)(3) Opt-Out & Objection Deadline. An opt-out request must not purport to opt out of the Rule 23(b)(3) Settlement Class for more than one consumer, i.e., purported opt-outs for a group, aggregate, or class are invalid. Requests for exclusions that do not substantially comply with the requirements in are invalid.

- B. Any Rule 23(b)(3) Settlement Class Member who does not opt out who wishes to object to the Rule 23(b)(3) Settlement may do so by sending the objection to the Settlement Administrator, postmarked no later than ninety-three (93) days from the entry of the Order Scheduling Final Fairness Hearing.
- C. Any objection must include all of the following:
  - i. The caption of the Litigation;
  - ii. The objecting Rule 23(b)(3) Settlement Class Member's name, address, and telephone number; and
  - iii. A written statement detailing the specific basis for each objection, signed by the Settlement Class Member.
- D. An objection submitted through an attorney must contain in addition:

- i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Rule 23(b)(3) Settlement Class Member is represented;
- ii. A statement of whether the objecting Rule 23(b)(3) Settlement Class Member intends to appear at the Final Fairness Hearing; and
- iii. A written statement detailing the specific basis for each objection, including any legal and factual support that the objecting Rule 23(b)(3) Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Rule 23(b)(3) Settlement Class Member wishes to introduce in support of the objection.

E. TURSS or any Plaintiff may respond to an objection.

F. Any lawyer who intends to appear or speak at the final approval hearing on behalf of a member of the Rule 23(b)(3) Settlement Class must enter a written notice of appearance of counsel with the Clerk of the Court no later than three (3) days prior to the final approval hearing.

G. Any objector to the Rule 23(b)(3) Settlement who does not properly and timely object in the manner set forth above will not be allowed to appear at the final approval hearing and will not be allowed to object to or appeal the final approval of the proposed Settlement, the dismissal of the case, any award of attorneys' fees and expenses to Class Counsel, or any service awards to the Named Plaintiffs.

H. Rule 23(b)(3) Settlement Class members who submit exclusions may not object to the Settlement.

14. **OBJECTIONS TO THE RULE 23(B)(2) SETTLEMENT** — Any individual Rule 23(b)(2) Settlement Class Member, or a representative of a government entity, who wishes to object to the Settlement Agreement may do so by mailing a copy of the objection to the Settlement Administrator with a postmark date no later ninety-three (93) days from entry of the Order Scheduling Final Fairness Hearing. Objections may only be made by an individual Rule 23(b)(3) Settlement Class Member on his or her own behalf, and not as a member of a group or subclass. All properly submitted objections shall be considered by the Court.

A. The objection must include all of the following:

- i. The caption of the Litigation;
- ii. The objector's name, address, and telephone number; and
- iii. A written statement detailing the specific basis for each objection.

B. An objection submitted through an attorney must contain in addition:

- i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Rule 23(b)(2) Settlement Class Member is represented;
- ii. A statement of whether the objecting Rule 23(b)(2) Settlement Class Member intends to appear at the Final Fairness Hearing; and
- iii. A written statement detailing the specific basis for each objection, including any legal and factual support that the objecting Rule 23(b)(2) Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Rule 23(b)(2) Settlement Class Member wishes to introduce in support of the objection.

C. TURSS or any Plaintiff may respond to an objection.

D. Any objector to the Rule 23(b)(2) Settlement who does not properly and timely object in the manner set forth above will not be allowed to appear at the final approval hearing and will not be allowed to object to or appeal the final approval of the proposed Settlement, the dismissal of the case, or any award of attorneys' fees and expenses to Class Counsel.

15. **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT** — The Court preliminarily finds that the settlement of the Litigation, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members, especially in light of the benefits to the Settlement Class Members; the strength of the Parties' cases; the complexity, expense, and probable duration of further litigation; the risk and delay inherent in possible appeals; the risk of collecting any judgment obtained on behalf of the Settlement Classes; and the limited amount of any potential total recovery for Settlement Class Members if the Litigation continued.

16. **FINAL APPROVAL** — The Court shall conduct a hearing (hereinafter referred to as the "Final Fairness Hearing") to review and rule upon the following issues:

A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Fed. R. Civ. P. 23;

- B. Whether the proposed settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members and should be finally approved by the Court;
  - C. Whether the Final Approval Order, as provided under the Settlement Agreement, should be entered, dismissing the Litigation with prejudice, terminating all lawsuits coordinated or consolidated within the above-captioned proceedings, and releasing the Rule 23(b)(2) Released Claims and Rule 23(b)(3) Released Claims against the Released Parties; and
  - D. To discuss and review other issues as the Court deems appropriate.
17. The date for such hearing will be at least 114 days from the date of the entry of the Order Scheduling Final Fairness Hearing, with such Order to be requested for entry by the Parties after the Rule 23(b)(3) Class List is agreed upon.
18. Settlement Class Members need not appear at the Final Fairness Hearing or take any other action to indicate their approval of the proposed class action settlement. Settlement Class Members wishing to be heard are, however, required to indicate in their written objection whether or not they intend to appear at the Final Fairness Hearing. The Final Fairness Hearing may be postponed, adjourned, transferred, or continued without further notice to the Settlement Class Members.
19. Applications for attorneys' fees and reimbursement of costs and expenses by Class Counsel shall be filed with the Court no later than thirty (30) days prior to the Objections Deadlines for both Settlement Classes. Further

submissions by the Parties, including memoranda in support of the proposed settlement and responses to any objections, shall be filed with the Court no later than fourteen (14) days prior to the Final Fairness Hearing.

20. The Court may (i) approve the Settlement Agreement, with modifications to the Settlement Agreement that alter in any way the Parties' rights or duties as may be agreed to by the Parties, without further notice; and (ii) adjourn the final approval hearing from time to time, by oral announcement at the hearing without further notice. Class Counsel shall ensure that any rescheduled hearing dates are promptly posted to the Settlement Website. The Court retains exclusive jurisdiction over the Litigation to consider all further matters arising out of or in connection with the proposed Settlement.

21. The Court retains continuing and exclusive jurisdiction over the Litigation to consider all further matters arising out of or connected with the settlement, including the administration and enforcement of the Settlement Agreement.

**It is SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. J.P. BOULEE  
UNITED STATES DISTRICT JUDGE

**EXHIBIT C**  
Order Scheduling  
Final Approval  
Hearing



**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**ORDER SCHEDULING FINAL FAIRNESS HEARING**

Pursuant to the Court's Preliminary Approval Order in the above-captioned matter, the Parties have now notified the Court that the Rule 23(b)(3) Class List process has been completed and the List is agreed upon, and therefore the Court now ORDERS that a Final Approval Hearing should and will be held on [date to be at least 114 days following date of this Scheduling Order], at [ ] .m., after notice to the proposed Settlement Class Members, to confirm that the proposed settlement is fair, reasonable, and adequate, and to determine whether a Final Approval Order should be entered in this Litigation. The Parties are to direct the Settlement Administrator to insert this Hearing date and time as appropriate in the notices, and to implement the Notice Plans to the Settlement Classes accordingly.

**It is SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. J.P. BOULEE  
UNITED STATES DISTRICT JUDGE

**EXHIBIT D**  
Final Approval  
Order

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
Atlanta Division**

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**IN RE: TransUnion Rental Screening Solutions,  
Inc. FCRA Litigation**

**No. 1:20-md-02933-JPB  
ALL CASES**

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**ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING  
SETTLEMENT CLASSES, AND TERMINATING ALL ACTIONS**

Plaintiffs William Hall Jr, Chris Robinson, Jennifer Brown, Patricia McIntyre, Kaila Hector, William Aird, and Ramona Belluccia, on behalf of themselves and all others similarly situated (hereinafter referred to as “Plaintiffs”), have submitted to the Court a Motion for Final Approval of the Settlement Agreement (“Final Approval Motion”).

This Court has reviewed the papers filed in support of the Final Approval Motion, including the Settlement Agreement filed with Plaintiffs’ Preliminary Approval Motion, the memoranda and arguments submitted on behalf of the Settlement Classes, and all supporting exhibits and declarations thereto, as well as the Court’s Preliminary Approval Order. The Court held a Final Fairness Hearing on \_\_\_\_\_, 2023, at which time the Parties and other interested persons were given an opportunity to be heard in support of and in opposition to the proposed settlement. Based on the papers filed with the Court and the presentations made at

the Final Fairness Hearing, the Court finds that the Settlement Agreement is fair, adequate, and reasonable.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:**

1. This Final Approval Order incorporates herein and makes a part hereof the Settlement Agreement and the Preliminary Approval Order. Unless otherwise provided herein, the capitalized terms used herein shall have the same meanings and/or definitions given to them in the Preliminary Approval Order and Settlement Agreement, as submitted to the Court with the Preliminary Approval Motion.

2. This Court has jurisdiction over the subject matter of this action, the Class Representatives, the Settlement Classes, and Defendants.

**RULE 23(b)(2) SETTLEMENT CLASS**

3. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, a Rule 23(b)(2) Settlement Class defined as follows:

All individuals in the United States about whom TURSS reported a Criminal Record and/or Landlord-Tenant Record to a third party from November 7, 2016 through the Injunctive Relief Termination Date.

4. Certification of the Rule 23(b)(2) Settlement Class is hereby reaffirmed as a final Rule 23(b)(2) Settlement Class pursuant to Fed. R. Civ. P. 23(b)(2). For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Rule 23(b)(2) Settlement Class.

5. In the Preliminary Approval Order, this Court previously appointed Plaintiffs as class representatives, and hereby reaffirms that appointment, finding, on the record before it, that Plaintiffs have and continue to adequately represent the Rule 23(b)(2) Settlement Class Members.

**RULE 23(b)(3) SETTLEMENT CLASS**

6. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, a Rule 23(b)(3) Settlement Class defined as follows:

(i) all individuals about whom TURSS reported a Criminal Record to a third party between November 7, 2016 and January 1, 2022 when TURSS had in its possession information about the age of the offender in the record where such age information indicated that the offender was older than the subject of the report based on the subject of the report's date of birth at the time of the report;

(ii) all individuals about whom TURSS reported a Criminal Record to a third party between May 14, 2019 and January 1, 2022, where at least one of the Criminal Records included in the report were derived from any jurisdiction in California, Florida, Texas, or Utah and did not contain a date of birth, Social Security Number, or street address associated with the criminal record;

(iii) all individuals about whom TURSS reported a Landlord-Tenant Record to a third party between May 14, 2019 and January 1, 2022 from any jurisdiction in Virginia or Pennsylvania but where subsequent review of public records by Class Counsel show that TURSS did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the jurisdiction's public docket at least sixty (60) days prior to the date of the TURSS report containing such Landlord-Tenant Record;

(iv) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2019 and January 1, 2022 related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other," and where the resolution was

categorized as “data modified,” “data removed,” “data suppressed,” or “no record available”; and,

(v) all individuals from whom TURSS has a record of receiving a dispute between May 14, 2021 and January 1, 2022 related to TURSS’s reporting of a Criminal Record that TURSS categorized as “record does not match,” and where the resolution was categorized as “data suppressed.”

7. Certification of the Rule 23(b)(3) Settlement Class is hereby reaffirmed as a final Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3). For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Rule 23(b)(3) Settlement Class.

8. In the Preliminary Approval Order, this Court previously appointed Plaintiffs as class representatives for the Rule 23(b)(3) Settlement Class and hereby reaffirms that appointment, finding on the record before it, that Plaintiffs have and continue to adequately represent the Rule 23(b)(3) Settlement Class Members.

9. **CLASS COUNSEL APPOINTMENT** — In the Preliminary Approval Order, this Court previously appointed Leonard Bennett, Craig Marchiando of Consumer Litigation Associates, P.C., Kristi Kelly and Andrew Guzzo of Kelly Guzzo PLC, E. Michelle Drake and Joseph C. Hashmall of Berger Montague PC, James Francis, John Soumilas, Lauren KW Brennan of Francis Mailman Soumilas P.C., and Robert C. Khayat, Jr, of Khayat Law Firm as Counsel for the Settlement Classes and hereby reaffirms that appointment, finding, on the record before it, that Class Counsel have and continue to adequately and fairly represent Settlement Class Members.

10. **CLASS NOTICE** — The record shows, and the Court finds, that notice to the Rule 23(b)(2) Settlement Class and the Rule 23(b)(3) Settlement Class has been given in the manner approved by the Court in the Preliminary Approval Order. The Court finds that such notices (i) constituted the best notice practicable to the Settlement Classes under the circumstances; (ii) were reasonably calculated, under the circumstances, to apprise the Settlement Classes of the pendency of this action, the terms of the Settlement Agreement, their rights under the Settlement Agreement and deadlines by which to exercise them, and the binding effect of the Final Approval Order on the Rule 23(b)(2) Settlement Class Members, and those Rule 23(b)(3) Settlement Class Members who did not opt out; (iii) provided due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfy the requirements of the U.S. Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23, and any other applicable law.

11. Full opportunity has been afforded to members of the Rule 23(b)(2) Settlement Class and members of the Rule 23(b)(3) Settlement Class to participate in the Final Fairness Hearing. Accordingly, the Court determines that all Settlement Class Members, except the \_\_\_ individuals who have successfully opted out of the Rule 23(b)(3) Settlement Class, are bound by this Final Approval Order in accordance with the terms provided herein.

**FINAL APPROVAL OF THE SETTLEMENT AGREEMENT**

12. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in all respects the settlement as set forth in the Settlement Agreement, and finds the benefits to the Settlement Classes, and all other parts of the settlement are, in all

respects, fair, reasonable, and adequate, and in the best interest of the Settlement Classes, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors and the relative merits of the Plaintiffs' claims and any defenses of Defendant, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Class Action Fairness Act. Accordingly, the settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement, with each Settlement Class Member, except the \_\_\_ individuals who have successfully opted out of the Rule 23(b)(3) Settlement Class, being bound by the Settlement Agreement, including the releases set forth in the Settlement Agreement.

13. Specifically, the Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate given the following factors, among other things:

- A. All claims and all lawsuits consolidated and/or coordinated within the above-captioned proceeding are complex and time-consuming, and would have continued to be so through summary judgment and/or trial if it had not settled;
- B. Class Counsel had a well-informed appreciation of the strengths and weaknesses of the action while negotiating the Settlement Agreement;
- C. The relief provided for by the Settlement Agreement is well within the range of reasonableness in light of the best possible recovery and the risks the parties would have faced if the case had continued to trial;
- D. The Settlement Agreement was the result of arms' length, good faith negotiations and exchange of information by experienced counsel;



E. The reaction of the Settlement Classes has been positive.

14. All claims and all lawsuits consolidated and/or coordinated within the above-captioned proceeding are hereby dismissed with prejudice and terminated, and shall not be remanded to any transferor court. Except as otherwise provided herein or in the Settlement Agreement, such dismissals and terminations shall occur without costs to Plaintiffs or Defendants. All Rule 23(b)(2) Settlement Class Members are hereby enjoined from, asserting on other than an individual basis, e.g., using the class action device or on a mass, aggregate, or multi-plaintiff basis, to assert Rule 23(b)(2) Settlement Class Released Claims against any Released Party arising on or before the Injunctive Relief Termination Date and such claims may only be asserted on an individual basis. All Rule 23(b)(3) Settlement Class Members hereby release all Released Parties for Rule 23(b)(3) Released Claims, and are hereby enjoined from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit or Claim that asserts Rule 23(b)(3) Released Claims.

15. Pursuant to the Settlement Agreement, as of the Effective Date, Plaintiffs, the Rule 23(b)(2) Settlement Class Members, and the Rule 23(b)(3) Settlement Class Members shall be deemed to have fully, finally, and forever released and discharged the Released Parties from any and all Rule 23(b)(2) Released Claims and/or Rule 23(b)(3) Released Claims, respectively, as each of those terms are defined in the Settlement Agreement.

16. The Settlement Agreement contemplates that, following entry of this Order, the Court will enter the Parties' Consent Injunctive Relief Order, which the Court will separately enter later today.

17. **ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS** –

Pursuant to Fed. R. Civ. P. 23(h), Class Counsel applied to the Court for an award of attorneys' fees, and costs.

18. The Court notes that the requested amounts were included in the notice materials disseminated to the Settlement Classes and there have been no objections to the requested amounts.

19. The Court, having reviewed the declarations, exhibits, and memoranda submitted in support of the request for attorneys' fees and reimbursement of costs, approves an award of attorneys' fee and costs to Class Counsel in the amount of \$\_\_\_\_\_ and \$\_\_\_\_\_, respectively. The Court finds these amounts are reasonable and appropriate under all circumstances presented.

20. The Settlement Administrator is further approved to reimburse its reasonable costs from the Settlement Fund prior to the distribution to the Rule 23(b)(3) Settlement Class Members.

21. The Settlement Administrator is directed to distribute the balance of the Settlement Fund to participating Rule 23(b)(3) Settlement Class Members as expressly set forth in the Settlement Agreement. Should funds remain for *cy pres* distribution, the parties' selected organizations, the Southern Center for Human Rights and Inclusiv, are approved to each receive 50% of such residual funds.

22. The Court expressly retains exclusive and continuing jurisdiction, without affecting the finality of this Order, over the Settlement Agreement, including all matters relating to the implementation and enforcement of the terms of the Settlement Agreement. Nothing herein, including the Court's retention of

jurisdiction over the Settlement Agreement, shall be a basis for any Party, including any class member, to assert personal jurisdiction over any other Party or Trans Union LLC in the Northern District of Georgia in any matter other than a matter seeking to enforce the terms of the Settlement Agreement.

23. If the Effective Date, as defined in the Settlement Agreement does not occur for any reason whatsoever, this Final Approval Order shall be deemed vacated and shall have no force or effect whatsoever.

24. The parties are hereby directed to carry out their obligations under the Settlement Agreement.

25. There being no just reason for delay, the Court directs this Final Order be, and hereby is, entered as a final and appealable order.

**It is SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
HON. J.P. BOULEE  
UNITED STATES DISTRICT JUDGE

**EXHIBIT E**  
Rule 23(b)(2)  
Internet Notice

UNITED STATES DISTRICT COURT FOR NORTHERN DISTRICT OF GEORGIA

## **POLICY SETTLEMENT NOTICE**

### **Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement**

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

- There is a proposed settlement in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. (“TURSS” or “Defendant”) regarding its procedures reporting certain criminal and landlord-tenant records. TURSS denies it did anything wrong.
- You are included in the Policy Settlement Class if TURSS reported or reports a Criminal Record and/or Landlord-Tenant Record about you to a third party at any point between November 7, 2016 and the Injunctive Relief Termination Date, which will be two years after the policy changes required by the settlement are implemented.
- As part of the settlement, TURSS will make changes to its reporting practices (the “Policy Settlement”). The Policy Settlement does not include any payments to Policy Settlement Class Members.
- A separate settlement provides money to renters who meet criteria of several Class Groups and who were also affected by TURSS’s reporting practices (the “Money Settlement”). Class Members in the Money Settlement should have received a personalized notice by mail/email. To learn more about both settlements, visit [www.xxxx.com](http://www.xxxx.com).
- Your legal rights are affected by the proposed settlement even if you do nothing.
- Your rights and options in the Policy Settlement — and the deadlines to exercise them — are explained in this notice. Please read this entire notice carefully.
- The Money Settlement Notice is available at [www.xxxx.com](http://www.xxxx.com).

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE POLICY SETTLEMENT</b>	
<b>Do Nothing</b>	<ul style="list-style-type: none"><li>• Receive benefits</li><li>• Give up your right to sue TURSS in a class action lawsuit for the claims resolved by the settlement</li><li>• Keep your right to sue TURSS on an <i>individual</i> basis (see Question 17)</li></ul>
<b>Object by xxxxx</b>	<ul style="list-style-type: none"><li>• Write to the Court about why you do not like the proposed settlement (see Question 13)</li></ul>
<b>Request to appear by xxxxx</b>	<ul style="list-style-type: none"><li>• Ask to speak in Court about the fairness of the proposed settlement (see Questions 14-16)</li></ul>

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)

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QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.XXXX.com](http://www.XXXX.com)

## BASIC INFORMATION

### 1. Does this Notice apply to me?

You are included in the Policy Settlement Class if TURSS reported or reports a Criminal Record and/or Landlord-Tenant Record about you to a third party at any point between November 7, 2016 and the Injunctive Relief Termination Date, which will be two years after the policy changes required by the settlement are implemented.

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 proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [www.xxxxx.com](http://www.xxxxx.com).

The lawsuit is known as *In re: TransUnion Rental Screening Solutions, Inc. FCRA Litigation*, No. 1:20-md-02933-JPB. Judge J.P. Boulee of the United States District Court for the Northern District of Georgia is overseeing the case. The people who sued are called “Plaintiffs;” the company that they sued, TransUnion Rental Screening Solutions, Inc. or TURSS, is called the “Defendant.”

### 2. What is this lawsuit about?

The lawsuit claims that the TURSS failed to maintain reasonable procedures to ensure maximum possible accuracy in its reporting of Criminal Records and/or Landlord-Tenant Records. Plaintiffs claim that Defendant’s alleged practices violated the federal Fair Credit Reporting Act (“FCRA”). TURSS denies 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 Policy Settlement Class Members.

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

Class actions try to bring similar claims in one case and in one court. In a class action, the plaintiffs who bring the case are called “Class Representatives” or “Named Plaintiffs.” They have their names listed in the title of the case. They sue on behalf of themselves and people who have similar claims — called the Class or Class Members — which in this case may include you. The Class Representative filed this case as a proposed class action. When the parties reached this proposed settlement, the Court had not decided whether the case could be a 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

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)



a settlement to avoid the costs and risks of a lengthy trial and appeals process.

To settle the matter, the Plaintiffs and Defendant participated in a process called mediation. This is a formal way parties get together to see if they can resolve disputes with the help of a court-approved professional, called a mediator. An experienced mediator conducted lengthy sessions with the parties in this matter. The Class Representatives and the lawyers representing the Class think the proposed settlement is best for all Class Members.

## WHO IS INCLUDED IN THE POLICY SETTLEMENT?

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

You are included in the Policy Settlement Class if TURSS reported or reports a Criminal Record and/or Landlord-Tenant Record about you to a third party at any point between November 7, 2016 and the Injunctive Relief Termination Date, which will be two years after the policy changes required by the settlement are implemented.

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

If you are still not sure whether you are included in the Policy Settlement Class, you can call toll-free [\[insert telephone number\]](#), email [email address](#), or visit [www.xxxxx.com](#) for more information.

## THE PROPOSED POLICY SETTLEMENT BENEFITS

### 7. What benefits does the proposed settlement provide?

If the settlement is approved and becomes final, it will provide injunctive relief benefits to all Policy Settlement Class Members. An injunction occurs when a court orders a person or company to do or not to do something. In this case, the Court ordered TURSS to change its business practices. The settlement requires TURSS, at its expense, to design, implement, and maintain specific and substantial procedures that address the lawsuit's concerns about TURSS's reporting of criminal and landlord-tenant records.

Changes to TURSS's business practices will include:

- implementing matching procedures whereby Criminal Records will not be attributed to any consumer in a Consumer Report unless TURSS matches the following identifying information of the applicant received by TURSS from the applicant and/or its customer at the time of the matching to the following identifying information contained within the public Criminal Record maintained by TURSS at the time of the matching: (i) a qualifying match on name; plus (ii) a qualifying match on date of birth, address or Social Security Number;
- implement changes in the formatting of its reporting of Landlord-Tenant Records in a Consumer Report to group records relating to a single legal proceeding between a landlord and

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](#)

tenant

- implementation of changes to reasonably ensure that TURSS does not report Landlord-Tenant Records from sources that are visited less frequently than every sixty days

Judge Boulee will supervise and enforce these changes. The specific terms of these changes are included in the Settlement Agreement, a copy of which is available at [www.xxxxx.com](http://www.xxxxx.com).

TURSS also agreed to pay Plaintiffs' lawyers for their attorneys' fees and costs and settlement administration costs.

Class Members do not have to pay or buy anything to benefit from the changes in business practices provided by the Settlement Agreement.

### **8. When will the proposed settlement go into effect?**

The Court will hold a final approval hearing on [xxxxxx](http://www.xxxxx.com), to decide whether to approve the proposed settlement. Even if the Court approves the proposed settlement, there could be appeals to the Court's decision. The time for an appeal varies and could take more than a year. Please be patient.

The date when all appeals are completed, and the proposed settlement becomes final, is called the Effective Date. You can visit the settlement website at [www.xxxxx.com](http://www.xxxxx.com) to check on the progress of the Court-approval process.

The change in business practices will remain in effect for two (2) years from the **Effective Date**. During that time, the Court will continue to oversee the policy change and enforce the Settlement Agreement terms.

### **9. How does the proposed settlement affect my rights?**

If the Court approves the proposed settlement, you will give up your right to sue TURSS in a *class action* for claims relating in any way to:

- 1) TURSS's alleged failure to report up to date Landlord-Tenant Records; or
- 2) TURSS's reporting of multiple Landlord-Tenant Report items that pertain to a single landlord-tenant court proceeding; or
- 3) TURSS's alleged mis-attribution of a Criminal Record to a person to whom it did not belong.

This is called "releasing" your claims. You will keep your right to file an *individual* lawsuit for damages. TURSS will have the right to deny it is responsible for damages.

More details are explained in the Settlement Agreement available at [www.xxxxx.com](http://www.xxxxx.com).

You may not opt-out of the Policy Settlement. The Court's decisions in this case will apply to you

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)**

even if you object to the settlement or have any other claim, lawsuit, or proceeding pending against TURSS relating to the same claims. If you have any questions about the release, visit [www.xxxxx.com](http://www.xxxxx.com) for more information or consult with a lawyer (*See* Question 11).

**10. Can I choose not to be in the proposed settlement?**

No. The proposed settlement requires TURSS to change its business practices and implement procedures to benefit all Class Members equally. As explained in Question 7, this type of benefit is injunctive. Therefore, under this type of class action, you cannot exclude yourself from the Class or this proposed settlement.

However, as explained in Question 9, you still have the right to file an *individual* lawsuit against TURSS for your damages and have your case and TURSS's defenses heard in court.

**THE LAWYERS REPRESENTING YOU**

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

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

- Berger Montague PC,
- Khayat Law Firm,
- Consumer Litigation Associates, P.C.,
- Kelly Guzzo PLC,
- Francis Mailman Soumilas P.C., and
- Blake Andrews Law Firm.

You will not be charged for these lawyers. You may hire your own lawyer, if you so choose, but you will be responsible for paying your attorney's fees and expenses. You can contact Class Counsel at [email and phone](#).

**12. How will the lawyers be paid?**

You will not be charged for Class Counsel. You will not have to pay any of their fees and expenses. Class Counsel will ask the Court to approve attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses, for their time and effort spent on this case.

**OBJECTING TO THE PROPOSED SETTLEMENT**

**13. How do I tell the Court if I do not agree with the proposed settlement?**

If you are a Class Member, then you can object to the proposed 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 the settlement.

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)**

To object, you must mail your objection letter to:

XXXXXXXXXX

Your objection letter must be postmarked no later than XXXXXXXX.

Your objection letter must include all of the following:

- The name of the case: *In re: TransUnion Rental Screening Solutions, Inc. FCRA Litigation*;
- Your name, address, and telephone number;
- A written statement detailing the specific basis for each objection; and
- Your signature.

If you are submitting an objection through your attorney, in addition to the above information, your objection must include:

- Your attorney's name, mailing address, email address, fax number, and phone number;
- A written statement saying whether you intend to appear at the final approval hearing; and
- A written statement about why you object, including any legal and factual support that you wish to bring to the Court's attention and any evidence you wish to introduce in support of the objection.

You may also appear at the final approval hearing, either in person or through your own attorney. If you intend to have a lawyer present, then your lawyer must enter a written Notice of Appearance of Counsel with the Court no later than XXXXXX. If you appear through your own lawyer, you are responsible for paying that lawyer.

For more information about the final approval hearing, see Questions 14-16 below.

If you do not follow the process outlined above, you will not be allowed to object, appear at the final approval hearing, or appeal the final approval of the proposed settlement, the dismissal of the case, or the Court's award of attorneys' fees and costs to Class Counsel.

## THE COURT'S FINAL APPROVAL HEARING

### **14. 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, but you do not have to. Class Counsel will appear at the hearing on behalf of the Class.

The hearing will be on **date time and location**, before Judge Boulee, in the United States District Court for the Northern District of Georgia.

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.XXXX.com](http://www.XXXX.com)**

At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to award Class Counsel. After the hearing, the Court will decide whether to finally approve the proposed settlement. There may be appeals after that. 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 using remote means. Please check the settlement website, [www.xxxxx.com](http://www.xxxxx.com), for updates on the hearing date, the court-approval process, and the Effective Date.

**15. 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 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 mailed your written objection on time and it includes the required information, the Court will consider it.

**16. 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 13. You cannot speak at the hearing if you do not follow this procedure.

**IF YOU DO NOTHING**

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

You are not required to do anything to get the settlement benefits. If the Court approves the proposed settlement, then you will be bound by the Court's final judgment and the released claims explained in the Settlement Agreement.

**GETTING MORE INFORMATION**

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

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and when the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement.

You can get a copy of Settlement Agreement at [www.xxxx.com](http://www.xxxx.com). The website also provides answers to commonly asked questions, plus other information to help you determine whether you

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)**

are a Class Member. In addition, key documents in the case will be posted on the website.

You also may write with questions to the Settlement Administrator at x, P.O. Box 0000, City, ST 00000, email xxx, or call the toll-free number, 1-800-000-0000.

**Do not write or call the judge or any court personnel concerning this lawsuit or notice.**

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.xxxx.com](http://www.xxxx.com)**

**EXHIBIT F**  
Rule 23(b)(3)  
Mail Notices

Age Mismatch  
Group - Non Felony,  
Sex Offense



Court-Ordered Legal Notice

**Renters who had a Tenant  
Screening Report prepared  
on them by TransUnion  
Rental Screening may be  
affected by a class action  
settlement**

Records indicate you qualify to receive a payment from an \$11,500,000 Settlement.

*Para una notificación en Español, llamar xxxxxx  
o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)*

Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_



Postal Service: Please do not mark barcode

Notice ID: «Claimant ID»  
Confirmation Code: «Code»

«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip»

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. (“TURSS” or “Defendant”) regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS’s records indicate you are a Class Member within the Age Mismatch Group. This means, between November 7, 2016 and January 1, 2022, TURSS reported a Criminal Record about you to a third party that did not belong to you, even though TURSS had age information that indicated the offender was older than you were at the time of the report based on your date of birth. Class Counsel’s review of TURSS records indicates that the record TURSS reported about you was a misdemeanor or other non-felony non-sex offense violation.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys’ fees and the cost for settlement administration. The parties estimate Class Members in the Age Mismatch Group will each receive approximately \$xx. If you believe the record TURSS misreported about you was for a more serious offense than Class Counsel determined, you may seek an *additional* amount from the Settlement Fund. Go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) to request to review the information TURSS reported about you. The settlement also establishes changes to TURSS’s business practices that will benefit all Class Members.

**How do I get a payment?** You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If you would like to request an *additional* payment, you may complete the attached form or go to [www.RetailScreeningSettlement.com](http://www.RetailScreeningSettlement.com) to get a form to make that request. If your address changes, please email [xxxxxx](mailto:xxxxxx) to provide an updated address. All such requests will be reviewed by Class Counsel to determine the offense level.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [REDACTED]. If you stay in the settlement but do not agree with the terms, you may object to it by [REDACTED].

**The Hearing.** The Court will hold a hearing on [REDACTED] to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by [REDACTED].

**For more information: Call [REDACTED] or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

## **Additional Share Request**

**INSERT MAIL MERGE**

**To receive an additional share of payment, sign below and mail your request, or submit online at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com), by**

**[REDACTED]**

The incorrect Criminal Record TURSS reported on me was for a felony or sex offense.

I declare the statement above is correct.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

SSN (last 4): \_\_\_\_\_

Your check will be sent to the same address as this postcard. To change the mailing address for your check, write the new address on the Address Change Form or go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Address Change Form**

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

JND Legal Administration  
Attn: x Settlement  
P.O. BOX xxxxx  
Seattle, WA 98111



Age Mismatch  
Group - Felony,  
Sex Offense

Court-Ordered Legal Notice

**Renters who had a Tenant  
Screening Report prepared  
on them by TransUnion  
Rental Screening may be  
affected by a class action  
settlement**

Records indicate you qualify to receive a payment from an \$11,500,000 Settlement.

*Para una notificación en Español, llamar xxxxxx  
o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)*

Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_



Postal Service: Please do not mark barcode

Notice ID: «Claimant ID»

Confirmation Code: «Code»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip»



**What is this about?** A proposed settlement has been reached in a class action lawsuit against Trans Union Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the Age Mismatch Group. This means, between November 7, 2016 and January 1, 2022, TURSS reported a Criminal Record about you to a third party that did not belong to you, even though TURSS had age information that indicated the offender was older than you were at the time of the report based on your date of birth. TURSS records also indicate that the record TURSS reported about you was for a felony or sex offense.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the Age Mismatch Group who had felonies or sex offenses attributed to them will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**How do I get a payment?** You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by [redacted].

**For more information: Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

State Criminal  
Group

Court-Ordered Legal Notice

Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_

**Renters who had a Tenant  
Screening Report prepared  
on them by TransUnion  
Rental Screening may be  
affected by a class action  
settlement**

Records indicate you qualify to receive a payment from an \$11,500,000 Settlement.

*Para una notificación en Español, llamar xxxxxx  
o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)*



Postal Service: Please do not mark barcode

Notice ID: «Claimant ID»  
Confirmation Code: «Code»  
«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip»

What is this about? A proposed settlement has been reached in a class action lawsuit against Trans Union Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the State Criminal Group. This means between May 14, 2019 and January 1, 2022, TURSS provided a report to a third party about you which contained at least one criminal record from a jurisdiction in California, Florida, Texas, or Utah, and did not contain a date of birth, Social Security Number, or street address associated with the criminal record.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the State Criminal Group will each receive approximately \$ XXXX. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**How Do I Get a Payment?** As a member of the State Criminal Group, you must return a Claim Form by XXXX confirming that the criminal record TURSS reported was not yours. All claims will be evaluated and verified by reference to the original criminal record. If the criminal record TURSS reported was accurate, do not submit a Claim Form. If you would like to see the information TURSS reported, make a request at www.RentalScreeningSettlement.com. Complete and return the attached Claim Form or submit a Claim Form online at www.RentalScreeningSettlement.com by XXXX.

**Your Other Rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by [redacted].

**For more information: Call xxxxxxxx or visit www.RentalScreeningSettlement.com**

**Claim Form**

INSERT MAIL MERGE

To receive a payment, sign below and mail your Claim Form, or submit online at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com), by \_\_\_\_\_.

The Criminal Record TURSS reported on me was not mine.

I declare the statement above is correct.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

SSN (last 4): \_\_\_\_\_

In addition to returning this form, you may also submit additional information about your claim, such as any documentation you may have showing the charges are not yours, at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

Your check will be sent to the same address as this postcard. To change the mailing address for your check, write the new address on the Address Change Form or go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Place  
Stamp  
Here

**Address Change Form**

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

JND Legal Administration  
Attn: x Settlement  
P.O. BOX xxxxx  
Seattle, WA 98111

State Eviction  
Group

Court-Ordered Legal Notice

**Renters who had a Tenant  
Screening Report prepared  
on them by TransUnion  
Rental Screening may be  
affected by a class action  
settlement**

Records indicate you qualify to receive a payment from an \$11,500,000 Settlement.

*Para una notificación en Español, llamar xxxxxx  
o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)*

Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_



Postal Service: Please do not mark barcode

Notice ID: «Claimant ID»  
Confirmation Code: «Code»  
«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip»



What is this about? A proposed settlement has been reached in a class action lawsuit against Trans Union Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the State Eviction Group. This means, between May 14, 2019 and January 1, 2022, TURSS reported a Landlord-Tenant Record from Virginia or Pennsylvania on you to a third party that did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the public docket at least 60 days prior to the date of TURSS's Landlord-Tenant Record report.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the State Eviction Group will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**How do I get a payment?** You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by [redacted].

**For more information: Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

Eviction Disputes  
Group

Court-Ordered Legal Notice

**Renters who had a Tenant  
Screening Report prepared  
on them by TransUnion  
Rental Screening may be  
affected by a class action  
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Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_



Postal Service: Please do not mark barcode

Notice ID: «Claimant ID»  
Confirmation Code: «Code»  
«First1» «Last1»  
«C/O»  
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«City», «St» «Zip»

**What is this about?** A proposed settlement has been reached in a class action lawsuit against Trans Union Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the Eviction Disputes Group. This means, between May 14, 2019 and January 1, 2022, TURSS received a dispute from you related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other" and where the resolution was categorized as "data modified," "data removed," "data suppressed," or "no record available."

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the Eviction Disputes Group will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**How do I get a payment?** You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by [redacted].

**For more information: Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

Criminal Disputes  
Group

Court-Ordered Legal Notice

Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_

**Renters who had a Tenant  
Screening Report prepared  
on them by TransUnion  
Rental Screening may be  
affected by a class action  
settlement**

Records indicate you qualify to receive a payment from an \$11,500,000 Settlement.

*Para una notificación en Español, llamar xxxxxx  
o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)*



Postal Service: Please do not mark barcode

Notice ID: «Claimant ID»  
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«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip»

**What is this about?** A proposed settlement has been reached in a class action lawsuit against Trans Union Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the Criminal Disputes Group. This means, between May 14, 2021 and January 1, 2022, TURSS received a dispute from you related to TURSS's reporting of a Criminal Record that TURSS categorized as "record does not match," and where the resolution was categorized as "data suppressed."

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the Criminal Disputes Group will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**How do I get a payment?** You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by [redacted].

**For more information: Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

## Reminder Notice



## REMINDER NOTICE

File a Claim Form now to get a payment in the \$11,500,000 Settlement with TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant").

## CLAIM FORM DEADLINE IS

---

Settlement Administrator

ADDRESS  
ADDRESS

First-Class  
Mail  
US Postage  
Paid  
Permit #\_\_



Postal Service: Please do not mark barcode

Notice ID: «Claimant ID»  
Confirmation Code: «Code»  
«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip»

## REMINDER NOTICE

You previously received notice of a proposed settlement in a class action lawsuit regarding TURSS's procedures reporting certain criminal records and/or landlord-tenant records.

This is a reminder that as a member of the State Criminal Group, you must return a Claim Form by **XXXX** confirming that the criminal record TURSS reported on you was not yours. If the criminal record TURSS reported was accurate, do not submit a Claim Form. If you would like to see the information TURSS reported on you, make a request at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

To receive your payment, complete and return the attached Claim Form or submit a Claim Form online at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) by **XXXX**.

**For more information: Call xxxxxx or visit  
[www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

**Claim Form**

**INSERT MAIL MERGE**

**To receive a payment, sign below and mail your Claim Form, or submit online at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com), by \_\_\_\_\_.**

The Criminal Record TURSS reported on me was not mine.

I declare the statement above is correct.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

SSN (last 4): \_\_\_\_\_

In addition to returning this form, you may also submit additional information about your claim, such as any documentation you may have showing the charges are not yours, at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

Your check will be sent to the same address as this postcard. To change the mailing address for your check, write the new address on the Address Change Form or go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Address Change Form**

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

JND Legal Administration  
Attn: x Settlement  
P.O. BOX xxxxx  
Seattle, WA 98111

**EXHIBIT G**  
Rule 23(b)(3)  
Internet  
Notice

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA

## **MONEY SETTLEMENT NOTICE**

### **Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement**

*A federal court authorized this notice.*

*This is not a solicitation from a lawyer. You are not being sued.*

- There is a proposed settlement in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. (“TURSS” or “Defendant”) regarding its procedures reporting certain criminal and landlord-tenant records. TURSS denies it did anything wrong.
- You are included in the proposed settlement if you fit the criteria of one or more of Class Groups described in Question 1 of this notice.
- The settlement will provide \$11,500,000 to pay eligible Class Member benefits, any Court-approved attorneys’ fees and costs, and settlement administration expenses (the “Money Settlement”). Some Class Members will be paid automatically. Others will need to file a claim to be paid.
- If you are a Class Member in the Money Settlement, you are also a Class Member in a separate settlement in which TURSS agreed to make changes to its reporting practices (the “Policy Settlement”). There is no money available for Class Members in the Policy Settlement. To learn more about both settlements, visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).
- Your legal rights are affected by the proposed settlement even if you do nothing.
- Your rights and options in the Money Settlement — and the deadlines to exercise them — are explained in this notice. Please read this entire notice carefully.
- The Policy Settlement Notice is available at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**



<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE MONEY SETTLEMENT</b>	
<p>There are several Class Groups in the Money Settlement. The personal notice sent by mail/email will tell you which Class Group(s) you are in.</p>	
<p><b>Do Nothing</b></p>	<ul style="list-style-type: none"> <li>• Automatically receive a payment</li> </ul> <p><b><u>EXCEPTIONS:</u></b></p> <ul style="list-style-type: none"> <li>○ Class Members in the <b>State Criminal Group</b> must file a claim to receive a payment</li> <li>○ Class Member in the <b>Age Mismatch Group</b> must file a claim to request <i>additional</i> payments</li> </ul> <ul style="list-style-type: none"> <li>• Give up your right to sue TURSS for the same claims resolved by this settlement</li> </ul>
<p><b>State Criminal Group and Age Mismatch Groups ONLY</b></p> <p><b>Submit a Claim by</b> <b>XXXX</b></p>	<p><b><u>State Criminal Group ONLY</u></b></p> <ul style="list-style-type: none"> <li>• Submit a Claim Form to receive a payment — You must confirm that the Criminal Record TURSS reported on you was not yours</li> </ul> <p>If the Criminal Record TURSS reported is correct, do not return a Claim Form. You can ask to see the information TURSS reported on you at <a href="http://www.RentalScreeningSettlement.com">www.RentalScreeningSettlement.com</a>.</p> <p><b><u>Age Mismatch Group ONLY</u></b></p> <ul style="list-style-type: none"> <li>• Submit a Claim Form for an <i>additional payment</i> if the Criminal Record reported on you was a felony or sex offense but was not categorized as such on the personalized notice you received by mail/email.</li> </ul>
<p><b>Exclude Yourself by</b> <b>xxxxxx</b></p>	<ul style="list-style-type: none"> <li>• Receive no money</li> <li>• Keep certain rights to file a separate lawsuit against TURSS —</li> </ul>
<p><b>Object by</b> <b>xxxxxxxxxx</b></p>	<ul style="list-style-type: none"> <li>• Write to the Court about why you do not like the proposed settlement</li> </ul>
<p><b>Request to appear by</b> <b>xxxxxx</b></p>	<ul style="list-style-type: none"> <li>• Ask to speak in Court about the fairness of the proposed settlement</li> </ul>

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

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QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

## BASIC INFORMATION

### 1. Does this Notice apply to me?

You are a member of the Money Settlement Class in this case if you meet the criteria for one or more of the following Class Groups:

**Age Mismatch Group.** Between November 7, 2016 and January 1, 2022, TURSS reported a Criminal Record about you to a third party that did not belong to you, even though TURSS had age information that indicated the offender was older than you were at the time of the report based on your date of birth.

**State Criminal Group.** Between May 14, 2019 and January 1, 2022, TURSS provided a report to a third party about you which contained at least one Criminal Record from a jurisdiction in California, Florida, Texas, or Utah, and did not contain a date of birth, Social Security Number, or street address associated with the Criminal Record.

**State Eviction Group.** Between May 14, 2019 and January 1, 2022, TURSS reported a Landlord-Tenant Record from any jurisdiction in Virginia or Pennsylvania to a third party that did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the jurisdiction's public docket at least 60 days prior to the date of TURSS's Landlord-Tenant Record report.

**Eviction Disputes Group.** Between May 14, 2019 and January 1, 2022, TURSS received a dispute from you related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other" and where the resolution was categorized as "data modified," "data removed," "data suppressed," or "no record available."

**Criminal Disputes Group.** Between May 14, 2021 and January 1, 2022, TURSS received a dispute from you related to TURSS's reporting of a Criminal Record that TURSS categorized as "record does not match," and where the resolution was categorized as "data suppressed."

If you are a member of the Money Settlement Class, you are also a member of the Policy Settlement Class, which includes all individuals in the United States about whom TURSS reported or reports a Criminal Record and/or Landlord-Tenant Record to a third party from November 7, 2016 through the Injunctive Relief Termination Date, which will be two years from the date on which the agreed policy changes are fully implemented. Go to [www.xxxxx.com](http://www.xxxxx.com) to learn more about the Policy Settlement.

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 proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

The lawsuit is known as *In re TransUnion Rental Screening Solutions, Inc. FCRA Litigation*, No. 1:20-md-02933-JPB. Judge J.P. Boulee of the United States District Court for the Northern District of Georgia is overseeing the case. The people who sued are called “Plaintiffs;” the company that they sued, TransUnion Rental Screening Solutions, Inc. or TURSS, is called “Defendant.”

## **2. What is this lawsuit about?**

The lawsuit claims that TURSS failed to maintain reasonable procedures to ensure maximum possible accuracy in its reporting of certain Criminal and/or Landlord-Tenant Records. Plaintiffs claim that Defendant’s alleged practices violated the federal Fair Credit Reporting Act (“FCRA”). TURSS denies 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 Class Members.

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

Class actions try to bring similar claims in one case and in one court. In a class action, the plaintiffs who bring the case are called “Class Representatives” or “Named Plaintiffs.” They have their names listed in the title of the case. They sue on behalf of themselves and people who have similar claims — called the Class or Class Members — which in this case may include you. The Class Representatives filed this case as a proposed class action. When the parties reached this proposed settlement, the Court had not decided whether the case could be a 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 a lengthy trial and appeals process.

To settle the matter, the Plaintiffs and Defendant participated in a process called mediation. This is a formal way parties get together to see if they can resolve disputes with the help of a court-approved professional, called a mediator. An experienced mediator conducted lengthy sessions with the parties in this matter. The Class Representatives and the lawyers representing the Class think the proposed settlement is best for all Class Members.

### **WHO IS INCLUDED IN THE MONEY SETTLEMENT?**

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

You are included in the Money Settlement Class if you fit one or more of the Class Groups included in Question 1. If you are unsure whether you are Money Settlement Class Member, or which

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

Group you are a member of, you may call toll-free [insert telephone number], email **email address** or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) for more information.

## THE PROPOSED MONEY SETTLEMENT BENEFITS

### 6. What benefits does the proposed settlement provide?

TURSS has agreed to pay \$11,500,000 (the “Settlement Class Fund”) for the benefit of the Money Settlement Class. Payments will be made by check to each Money Settlement Class Member. The amount of each check will depend on the number of individuals that remain in the Money Settlement Class, the number of forms returned, and the Court’s decision with respect to attorneys’ fees and costs, and settlement administration expenses.

If you are a member of the Money Settlement Class, and fall in any Class Group *other than the State Criminal Group*, you are entitled to receive a payment from the Settlement Class Fund described above, as long as you do not exclude yourself from the settlement. With the exception of the State Criminal Group and some members of the Age Mismatch-Group, eligible Money Settlement Class Members do not need to do anything to receive a cash payment. If the settlement is finally approved, and you do not exclude yourself, you will automatically receive a payment.

If you are in the **State Criminal Group**, you must return a Claim Form, postmarked by **xxxx** to receive a payment. The Claim Form requires you to confirm that the Criminal Record TURSS reported was not yours. If the Criminal Record reported was correct, do not return a Claim Form. To review the information TURSS reported about you to determine whether it was accurate, go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) to make a request.

If you are in the **Age Mismatch Group**, you are not required to return a Claim Form to receive a payment. However, if the record that was reported about you was a felony or a sex offense but has not been so identified by Class Counsel, you may return a Claim Form by **xxxx** to receive the *additional* payment available for those circumstances.

The Settlement Class Fund will be allocated according to Settlement Shares. Class Members will receive shares based on the Class Group they belong. Each Class Member’s payment will be determined by dividing the amount remaining in the Settlement Fund after the Court-approved deductions for attorneys’ fees and costs, and settlement administration costs in proportion to each Class Member’s allocated Settlement Shares. Settlement Shares will be allocated to Class Members as follows:

QUESTIONS? CALL TOLL-FREE 1-**800-000-000** OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

Money Settlement Class Groups	Settlement Shares
<ul style="list-style-type: none"> <li>• Age Mismatch Group (Felonies and Sex Offenses and Sex Offender records)</li> <li>• State Criminal Group Valid Claimants (Felonies and Sex Offenses and Sex Offender records)</li> <li>• Criminal Disputes Group</li> </ul>	10
<ul style="list-style-type: none"> <li>• Age Mismatch Group (Misdemeanors, Non-Felonies, Non-Sex Offenses)</li> <li>• State Criminal Group Valid Claimants (Misdemeanors, Non-Felonies, Non-Sex Offenses)</li> <li>• Eviction Disputes Group</li> </ul>	2
<ul style="list-style-type: none"> <li>• State Eviction Group</li> </ul>	1

Your check will be mailed to the address appearing in TURSS’s records. If your address has changed or is changing, you may contact the Settlement Administrator at [XXXXXXXXXX](#).

Money Settlement Class Members will also benefit from the Policy Settlement. The Policy Settlement requires TURSS, at its expense, to design, implement, and maintain specific, substantial procedures that address the lawsuit’s concerns about the reporting of Criminal and Landlord-Tenant records. All Class Members will receive the benefit from these changes in business practices. More details about the changes in business practice are available at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

**7. When will the proposed settlement go into effect?**

The Court will hold a fairness hearing on [XXXXXX](#), to decide whether to approve the proposed settlement. Even if the Court approves the proposed settlement, there could be appeals to the Court’s decision. The time for an appeal varies and could take more than a year. Please be patient.

The date when all appeals are completed, and the proposed settlement becomes final, is called the Effective Date. You can visit the settlement website at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) to check on the progress of the Court-approval process.

The change in business practices will remain in effect for two (2) years from the **Effective Date**. During that time, the Court will continue to oversee the policy change and enforce the Settlement Agreement terms.

**QUESTIONS? CALL TOLL-FREE 1-[800-000-000](tel:800-000-000) OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

**8. If I am a member of the Money Settlement Class, when will I get my settlement check?**

Payments will be made to Money Settlement Class Members after the Court grants “final approval” to the settlement and after all appeals are resolved. It is always uncertain whether appeals can be resolved and resolving them can take time. Please be patient. You can visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) after [REDACTED] to check on the progress of the Court-approval process.

**9. How does the proposed settlement affect my rights?**

If you do not exclude yourself from the Money Settlement Class, you will be eligible to receive a payment from the Money Settlement, but you will *not* be able to sue TURSS *at all* for any claim under the FCRA, or any state equivalent, relating to the accuracy of TURSS’s reporting of Criminal or Landlord-Tenant Records during the dates for your Class Group listed in Question 1. All of the Court’s orders will apply to you and legally bind you. You will agree to a “Release of Claims,” stated below, which describes exactly the legal claims that you will give up:

All claims that were or could have been asserted by Plaintiffs in the Litigation under the FCRA or any state equivalent relating to the accuracy of TURSS’s reporting of Criminal Records or Landlord-Tenant Records. The Money Settlement Released Claims include claims for relief of any kind, including but not limited to relief pursuant to Sections 1681n or 1681o of the FCRA or any provisions of state equivalents providing for relief, claims for actual damages, statutory damages, punitive damages, nominal damages, injunctive relief, attorneys’ fees, costs, or any other relief of any kind whatsoever.

You can opt-out from the Money Settlement Class as described in Question 10. However, if you decide to exclude yourself from the Money Settlement Class, you will still remain a member of the Policy Settlement Class. You may not opt-out of the Policy Settlement.

The Court’s decisions in this case will apply to you even if you object to the settlement or have any other claim, lawsuit, or proceeding pending against TURSS relating to the same claims. If you have any questions about the release, visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) for more information or consult with a lawyer.

**10. Can I choose not to be in the proposed settlement?**

Yes, you may exclude yourself from the Money Settlement Class. If you do not want to remain a member of the Money Settlement Class, but you want to maintain your right to sue or continue to sue TURSS for actual damages on your own, you must take steps to exclude yourself from the Money Settlement Class. 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 Money Settlement Class, you must send a written request for

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

exclusion to the Settlement Administrator at the address below:

xxxxxxx

To be valid, the proposed opt-out request must contain:

- Your name, original signature, current postal address, and current telephone number, and
- A statement that you want to be excluded from the Money Settlement Class in *In re TransUnion Rental Screening Solutions, Inc. FCRA Litigation*.

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, aggregate, or class involving more than one consumer.

If you exclude yourself, you should promptly consult your own attorney about your rights as the time to file an individual lawsuit is limited.

**REQUESTS FOR EXCLUSION MUST BE POSTMARKED ON OR BEFORE** xxxxx.

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

No. Unless you exclude yourself from the Money Settlement Class, you will not be able to sue TURSS for any released claims of the Money 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 xxxxx.

**12. If I exclude myself from the Money Settlement, can I get a payment?**

No. If you exclude yourself from the Money Settlement Class, you will not receive a cash payment.

### THE LAWYERS REPRESENTING YOU

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

Yes. The Court approved the following firms as “Class Counsel” to represent you and other Class Members:

- Berger Montague PC
- Khayat Law Firm

QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)



- Consumer Litigation Associates, P.C
- Kelly Guzzo PLC
- Francis Mailman Soumilas P.C and
- Blake Andrews Law Firm.

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 can contact Class Counsel at [phone and email](#).

**14. How will the lawyers be paid?**

You will not be charged for Class Counsel. You will not have to pay any of their fees and expenses. Class Counsel will ask the Court to approve attorneys' fees in an amount not exceed \$3,833,333, plus out of pocket expenses, for the time and effort they have spent on this case.

**OBJECTING TO THE PROPOSED SETTLEMENT**

**15. 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 the proposed settlement if you think any part of the settlement is not fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views before deciding whether to grant final approval.

To object, you must mail your objection letter to:

[xxxxxxx](#)

Your letter must be postmarked no later than [xxxxxxx](#).

Your objection letter must include all of the following:

- The name of the case: *In re TransUnion Rental Screening Solutions, Inc. FCRA Litigation*;
- Your name, address, and telephone number;
- A written statement detailing the specific basis for each objection; and
- Your signature.

If you are submitting an objection through an attorney, in addition to the above information, your objection must include:

- Your attorney's name, mailing address, email address, and phone number;

**QUESTIONS? CALL TOLL-FREE 1-[800-000-000](#) OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

- A written statement of saying whether you intend to appear at the final approval hearing; and
- A written statement about why you object, including any legal and factual support that you wish to bring to the Court's attention and any evidence you wish to introduce in support of the objection.

You may also appear at the final approval hearing, either in person or through your own lawyer. If you intend to have a lawyer present, then your lawyer must enter a written Notice of Appearance of Counsel with the Court no later than **xxxxx**. If you appear through your own lawyer, you are responsible for paying that lawyer.

For more information about the final approval hearing, see Questions 17-19 below.

If you do not follow the process outlined above, you will not be allowed to object, appear at the final approval hearing, or appeal the final approval of the proposed settlement, the dismissal of the case, or the Court's award of attorneys' fees and costs to Class Counsel.

#### **16. 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 Money Settlement, 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. However, even if you exclude yourself from the Money Settlement Class, you can still object to the Policy Settlement.

### **THE COURT'S FINAL APPROVAL HEARING**

#### **17. 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, but you do not have to. Class Counsel will appear at the hearing on behalf of the Class.

The hearing will be on **date time and location**, before Judge Boulee, in the United States District Court for the Northern District of Georgia.

At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to award Class Counsel. After the hearing, the Court will decide whether to finally approve the proposed settlement. There may be appeals after that. We do not know how long these decisions will take.

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

The Court may change the date of the final approval hearing without further notice to the Class or may decide to conduct the hearing using remote means. Please check the settlement website, [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com), to check on the hearing date, the court-approval process, and the Effective Date.

**18. 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 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 mailed your written objection on time and it includes the required information, the Court will consider it.

**19. 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 15. You cannot speak at the hearing if you do not follow this procedure.

**IF YOU DO NOTHING**

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

With the exception of the State Criminal Group, if you are a member of the Money Settlement Class, you are not required to do anything to get the benefits of the settlement. If you are a member of the State Criminal Group and you do nothing, you will not receive a cash payment. If the Court approves the proposed settlement, then you will be bound by the Court's final judgment and the release of claims explained in the Settlement Agreement.

**GETTING MORE INFORMATION**

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

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and when the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement.

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

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

You also may write with questions to the Settlement Administrator at x, P.O. Box 0000, City, ST 00000, email xxx, or call the toll-free number, 1-800-000-0000.

**Do not write or call the judge or any court personnel concerning this lawsuit or notice.**

**QUESTIONS? CALL TOLL-FREE 1-800-000-000 OR VISIT [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

**EXHIBIT H**  
Rule 23(b)(3)  
Email Notices

Age Mismatch  
Group - Non Felony,  
Sex Offense

From: info@xxxx.com  
To: [Class Member email address]  
Subject: Notice of Tenant Screening Report Settlement

---

Dear [Class Member Name]:

## Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. (“TURSS” or “Defendant”) regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS’s records indicate you are a Class Member within the Age Mismatch Group. This means, between November 7, 2016 and January 1, 2022, TURSS reported a Criminal Record about you to a third party that did not belong to you, even though TURSS had age information that indicated the offender was older than you were at the time of the report based on your date of birth. Class Counsel’s review of TURSS records indicates that the record TURSS reported about you was a misdemeanor or other non-felony non-sex offense violation.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys’ fees and the cost for settlement administration. The parties estimate Class Members in the Age Mismatch Group will each receive approximately \$xx. If you believe the record TURSS misreported about you was for a more serious offense than Class Counsel determined, you may seek an *additional* amount from the Settlement Fund. Go to [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com) to request to review the information TURSS reported about you. The settlement also establishes changes to TURSS’s business practices that will benefit all Class Members.

**How do I get a payment?** You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If you would like to request an *additional* payment, go to [www.RentatailScreeningSettlement.com](http://www.RentatailScreeningSettlement.com) to get a form to make that request. If your address changes, please email xxxxxx to provide an updated address. All such requests will be reviewed by Class Counsel to determine the offense level.

**Your other rights.** Even if you do nothing, you will be bound by the Court’s decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys’ fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to

represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by                     .

**For more information: Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)**

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)



Age Mismatch  
Group - Felony,  
Sex Offense

From: info@xxxx.com  
To: [Class Member email address]  
Subject: Notice of Tenant Screening Report Settlement

---

Dear [Class Member Name]:

## Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the Age Mismatch Group. This means, between November 7, 2016 and January 1, 2022, TURSS reported a Criminal Record about you to a third party that did not belong to you, even though TURSS had age information that indicated the offender was older than you were at the time of the report based on your date of birth. TURSS records also indicate that the record TURSS reported about you was for a felony or sex offense.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the Age Mismatch Group who had felonies or sex offenses attributed to them will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**How do I get a payment?** You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by [redacted].

**For more information:** Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

State Criminal  
Group

From: info@xxxx.com  
To: [Class Member email address]  
Subject: Notice of Tenant Screening Report Settlement

---

Dear [Class Member Name]:

**Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement**

<b>YOUR UNIQUE ID:</b>	
<b>PLEASE SAVE THIS NUMBER TO FILE A CLAIM</b>	

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the State Criminal Group. This means between May 14, 2019 and January 1, 2022, TURSS provided a report to a third party about you which contained at least one criminal record from a jurisdiction in California, Florida, Texas, or Utah, and did not contain a date of birth, Social Security Number, or street address associated with the criminal record.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the State Criminal Group will each receive approximately \$ XXXX. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**How do I get a payment?** As a member of the State Criminal Group, you must return a Claim Form by XXXX confirming that the criminal record TURSS reported was not yours. All claims will be evaluated and verified by reference to the original criminal record. If the criminal record TURSS reported was accurate, do not submit a Claim Form. If you would like to see the information TURSS reported, make a request at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com). You must submit a Claim Form by [redacted].

**FILE A CLAIM**

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [REDACTED]. If you stay in the settlement but do not agree with the terms, you may object to it by [REDACTED].

**The Hearing.** The Court will hold a hearing on [REDACTED] to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by [REDACTED].

**For more information:** Call [REDACTED] or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

State Eviction  
Group

From: info@xxxx.com  
To: [Class Member email address]  
Subject: Notice of Tenant Screening Report Settlement

---

Dear [Class Member Name]:

## Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the State Eviction Group. This means, between May 14, 2019 and January 1, 2022, TURSS reported a Landlord-Tenant Record from Virginia or Pennsylvania on you to a third party that did not report a satisfaction, appeal, vacatur, dismissal, withdrawal, or other favorable disposition of such record that was recorded in the public docket at least 60 days prior to the date of TURSS's Landlord-Tenant Record report.

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the State Eviction Group will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**How do I get a payment?** You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by [redacted].

**For more information:** Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

Eviction Disputes  
Group



From: info@xxxx.com  
To: [Class Member email address]  
Subject: Notice of Tenant Screening Report Settlement

---

Dear [Class Member Name]:

## Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant") regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS's records indicate you are a Class Member within the Eviction Disputes Group. This means, between May 14, 2019 and January 1, 2022, TURSS received a dispute from you related to TURSS's reporting of a Landlord-Tenant Record that TURSS categorized as "action date dispute," "case type/outcome dispute," "judgment amount dispute," or "other" and where the resolution was categorized as "data modified," "data removed," "data suppressed," or "no record available."

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys' fees and the cost for settlement administration. The parties estimate Class Members in the Eviction Disputes Group will each receive approximately \$xx. The settlement also establishes changes to TURSS's business practices that will benefit all Class Members.

**How do I get a payment?** You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court's decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxx to consider whether to approve the settlement and a request for attorneys' fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by [redacted].

**For more information:** Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

Criminal Disputes  
Group

From: info@xxxx.com  
To: [Class Member email address]  
Subject: Notice of Tenant Screening Report Settlement

---

Dear [Class Member Name]:

## Renters who had a Tenant Screening Report prepared on them by TransUnion Rental Screening may be affected by a class action settlement

Para una notificación en Español, llamar xxxxxx o visitar [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

You are receiving this notice because records indicate you qualify to receive a payment from an \$11,500,000 Settlement class action settlement.

**What is this about?** A proposed settlement has been reached in a class action lawsuit against TransUnion Rental Screening Solutions, Inc. (“TURSS” or “Defendant”) regarding its procedures reporting certain criminal records and/or landlord-tenant records.

**Am I affected?** TURSS’s records indicate you are a Class Member within the Criminal Disputes Group. This means, between May 14, 2021 and January 1, 2022, TURSS received a dispute from you related to TURSS’s reporting of a Criminal Record that TURSS categorized as “record does not match,” and where the resolution was categorized as “data suppressed.”

**What does the settlement provide?** The settlement establishes an \$11,500,000 Settlement Fund for payments to eligible Class Members, after payment of attorneys’ fees and the cost for settlement administration. The parties estimate Class Members in the Criminal Disputes Group will each receive approximately \$xx. The settlement also establishes changes to TURSS’s business practices that will benefit all Class Members.

**How do I get a payment?** You do not have to do anything to get a payment. If the Court approves the settlement, you will automatically receive a payment. If your address changes, please email xxxxxx to provide an updated address.

**Your other rights.** Even if you do nothing, you will be bound by the Court’s decision. If you want to keep your right to sue TURSS, you must exclude yourself from the settlement by [redacted]. If you stay in the settlement but do not agree with the terms, you may object to it by [redacted].

**The Hearing.** The Court will hold a hearing on xxxxxxxx to consider whether to approve the settlement and a request for attorneys’ fees in an amount not to exceed \$3,833,333, plus out-of-pocket expenses. The Court appointed Berger Montague PC, Khayat Law Firm, Consumer Litigation Associates, P.C., Kelly Guzzo PLC, Francis Mailman Soumilas P.C., and Blake Andrews Law Firm to represent the Class as Class Counsel. You or your own attorney may appear at the hearing, at your own expense, but you must let the Court know by [redacted].

**For more information:** Call xxxxxx or visit [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

## Reminder Notice

From: info@xxxx.com

To: [Class Member email address]

Subject: REMINDER NOTICE - Tenant Screening Report Settlement

---

Dear [Class Member Name]:

## REMINDER NOTICE

*File a Claim Form now to get a payment in the \$11,500,000 Settlement with TransUnion Rental Screening Solutions, Inc. ("TURSS" or "Defendant").*

<b>YOUR UNIQUE ID:</b>	
<b>PLEASE SAVE THIS NUMBER TO FILE A CLAIM</b>	

**CLAIM FILING DEADLINE IS** \_\_\_\_\_

**FILE A CLAIM**

You previously received notice of a proposed settlement in a class action lawsuit regarding TURSS's procedures reporting certain criminal records and/or landlord-tenant records.

You must return a Claim Form by \_\_\_\_\_ confirming that the criminal record TURSS reported on you was not yours. If the criminal record TURSS reported was accurate, do not submit a Claim Form. If you would like to see the information TURSS reported on you, make a request at [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com).

**For more information: Call** \_\_\_\_\_ **or visit** [www.RentalScreeningSettlement.com](http://www.RentalScreeningSettlement.com)

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**EXHIBIT I**  
General Release

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## GENERAL RELEASE

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This General Release (the “Release”) is made and entered by and among [REDACTED] (“Plaintiff”), on the one hand, and Trans Union LLC (“Trans Union”) and TransUnion Rental Screening Solutions, Inc. (“TURSS”), on the other hand. Trans Union, TURSS and Plaintiff may be referred to individually as a “Party,” and collectively as the “Parties.”

### BACKGROUND

A. As set forth in the fully approved Settlement Agreement in IN RE: TransUnion Rental Screening Solutions, Inc. FCRA Litigation, No. 1:20-md-02933-JPB (N.D. Ga.) (the “Settlement Agreement”), Plaintiff agreed to resolve all claims Plaintiff may have against TURSS or Trans Union which were not released as part of the Settlement Agreement, including but not limited to disclosure claims against both TURSS and Trans Union under 15 U.S.C. § 1681g (the “Claims”), by way of a binding arbitration.

B. It is the intent of the Parties to resolve by this Release any such Claims, actions, and causes of action, which were or could have been asserted by Plaintiff against TURSS or Trans Union, and which were not released in the Settlement Agreement, as of the date Plaintiff receives payment from TURSS/Trans Union of the amount determined by the arbitrator.

C. The Parties wish to avoid the additional expense and disruption of litigation and have engaged in binding arbitration and have resolved all remaining disputes and Claims existing between them, as more fully described in and in accordance with the terms and conditions of this Release.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained in this Release, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS OF AGREEMENT

1. Nothing contained herein is to be construed as an admission by any of the Parties with respect to the Claims. The Parties agree that they have entered into this Release in compromise of any Claims to avoid further expense and protracted litigation, and that such compromise is not an admission of any liability or wrongdoing by any of the Parties as to the Claims.

2. The Parties agree to settle all of the Released Claims (as defined herein) for a total payment of [REDACTED] ([REDACTED] USD) (the "Settlement Payment"). Trans Union and TURSS will pay the Settlement Payment by issuing, or causing to be issued, one (1) check made payable to [REDACTED] in the amount of [REDACTED] ([REDACTED] USD). The check will be delivered to [REDACTED] within thirty (30) business days of receipt by counsel for Trans Union and TURSS, Reed Smith LLP, of all of the following: (a) IRS W-9 Forms fully executed by Plaintiff and Plaintiff's counsel; and (b) a copy of this Release executed by Plaintiff. The Settlement Payment is inclusive of any attorneys' fees and costs to all counsel for Plaintiff.

3. For and in consideration of the Settlement Payment described above in Paragraph 2, Plaintiff hereby releases and forever discharges TURSS and Trans Union and their parents, subsidiaries, successors, predecessors, officers, directors, stockholders, employees, representatives, agents, assigns, insurers, and attorneys, individually and collectively (collectively, the "Released Parties"), from any and all claims, actions, and causes of action, including claims for attorneys' fees, asserted or which could have been asserted as of the date of this Release, or which now exist or might arise out of any duties or obligations owed by TURSS and Trans Union to Plaintiff prior to the execution of this Release, including, without limitation, the Claims ("the Released Claims"). This release includes all claims, whether known or unknown, asserted or unasserted, which Plaintiff may currently have against TURSS and Trans Union and/or the Released Parties, or that may arise in the future up to and including the date of this Release.

4. For and in consideration of the Settlement Payment, Plaintiff further agrees not to initiate any lawsuit, complaint, investigation, or proceeding against TURSS or Trans Union with any state or federal court, the Federal Trade Commission, the Consumer Financial Protection Bureau, any state Attorney General, the Better Business Bureau, or any other federal, state or local law enforcement, regulatory or administrative commission, group, board or person, whether public or private, regarding any acts, failure to act, omissions, facts, events, misrepresentations, transactions, occurrences or other matters which are the subject matter of this Release.

5. Plaintiff further acknowledges that this Release is a full and final accord and release of each and every matter specifically and generally referred to herein. Plaintiff acknowledges that Plaintiff may hereafter discover facts in addition to or different from those which Plaintiff now knows or believes to be true with respect to the Released Claims, but it is Plaintiff's intention to fully and finally and forever settle and release any and all matters, disputes, and differences known or unknown, suspected or unsuspected, which heretofore have existed with or



relating to TURSS and Trans Union and the Released Parties with respect to any alleged acts or failures to act on the part of TURSS and Trans Union and the Released Parties. Plaintiff hereby acknowledges that Plaintiff may hereafter discover facts different from, or in addition to, those which Plaintiff now claims or believes to be true with respect to the claims released herein, and agrees that this Release shall be and remain in effect in all respects notwithstanding the discovery of such different or additional facts with respect to the Released Claims released herein.

6. The validity and enforceability of this Release is not contingent on any other events not set forth herein.

7. Plaintiff and Plaintiff's attorneys, agents, and representatives agree that this Release and its terms shall be kept confidential and that they will not disclose this Release or any of its terms except pursuant to court order, or as required by law, or as may be reasonably necessary to prepare state or federal income tax returns, or confidentially to Plaintiff's spouse. Plaintiff agrees to provide written notice to TURSS/Trans Union's counsel at least ten (10) business days prior to disclosing this Release or its terms to any court, person, or entity, except that they are not required to give notice before disclosing this agreement to their respective financial or tax advisors for the purpose of preparing state or federal income tax returns. Plaintiff further agrees that failure to provide this notice prior to disclosing this Release shall be deemed a material breach of this Release. Plaintiff agrees that it is a breach of this Release to publicize any charge or claim relating in whole or in part to the Claims, including alleged unlawful conduct by TURSS and Trans Union or any of the Released Parties, consistent with the general release of the Released Claims set forth in Paragraphs 4, 5, and 6 above.

8. Plaintiff warrants and represents that there has been no assignment, sale or transfer, by operation of law or otherwise, of any claim, right, or interest released herein, and that no person or entity has asserted a lien against any amounts which may be received by Plaintiff in connection with the Claims, in the Lawsuits, or as a result of this Release.

9. Plaintiff shall be solely responsible for complying with any and all income tax liabilities and obligations which are or may become due or payable in connection with this Release. Plaintiff shall indemnify and hold TURSS and Trans Union and the Released Parties harmless from and against liability for any taxes, penalties and interest, for withholding or otherwise, as a consequence of having paid monies to Plaintiff and/or Plaintiff's attorneys pursuant to the terms of this Release.

10. This Release is binding upon and inures to the benefit of each of the Parties, and their respective heirs, next of kin, executors, administrators, successors, assigns, officers, directors, shareholders, employees, insurers, and agents.

11. The undersigned have carefully read and do understand this Release and acknowledge that this Release is mutual, final and binding. The undersigned have investigated the matters they deem necessary prior to the execution of this Release and agree voluntarily and with the informed consent of counsel to this Release.

12. If any provision of this Release (other than Paragraphs 2, 4, 5, 6, 8, or 9) shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Release shall remain in full force and effect, and may be independently enforced to the fullest extent permitted by law.

13. This Release contains the entire agreement of the Parties with respect to Plaintiff's Claims and supersedes any and all prior negotiations, agreements or understandings, written or oral with respect to the settlement of the Claims. Each Party warrants that no promises or inducements for this Release have been made except as herein set forth.

14. This Release is the result of negotiations between the Parties and no Party shall be deemed to be the drafter of this Release. The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, and construed equally for all parties.

15. This Release may be executed in multiple counterparts, and all counterparts hereof so executed, whether or not such counterparts shall bear the execution of each of the parties, shall be deemed to be, and shall be construed as one in the same agreement. For the purpose of indicating acceptance and approval of the terms of this Release, facsimile, electronic, PDF, and e-mail signatures shall be deemed acceptable.

**AGREED AND ENTERED INTO  
AS OF THE LATEST DATE INDICATED BELOW.**

**Plaintiff** \_\_\_\_\_

\_\_\_\_\_

**Trans Union LLC**

**TransUnion Rental Screening  
Solutions, Inc.**

By: \_\_\_\_\_  
Its Authorized Representative

\_\_\_\_\_  
Its Authorized Representative

Dated: \_\_\_\_\_, 2023

Dated: \_\_\_\_\_, 2023