EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

WILLIAM NORMAN BROOKS, III, *Plaintiff*, v. TRANS UNION, LLC, *Defendant*.	Civil Action No. 2:22-CV-00048-KSM

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release ("Agreement") is hereby entered into by and between the Class Representative William Norman Brooks, III on behalf of themselves and all Settlement Class Members, and Defendant Trans Union, LLC as those terms are defined herein.[1]

This Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle all Released Claims set forth below, subject to the terms and conditions set forth herein.

RECITALS

WHEREAS, by the Litigation, the Class Representative asserted claims, including the Class Claims, against Defendant for actual, statutory, and punitive damages under the federal Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681e(b) and i(a)(5)(B) and the California Consumer Credit Reporting Agencies Act ("CCRAA"), Cal. Civ. Code §§ 1785.25(a) and 1785.16(c).

WHEREAS, the purpose of this Agreement is to settle the Released Claims of the Class Representative and the Settlement Class Members;

WHEREAS, counsel for the Parties have conducted an extensive investigation of the facts and claims alleged in the Litigation, including, but not limited to, reviewing documents and data, deposition testimony, and expert opinions;

WHEREAS, the Parties have engaged in extensive arms'-length negotiations by telephone and in-person conferences, as well as mediation sessions with experienced mediators concerning the settlement of the Class Claims; and

WHEREAS**,** Defendant has denied and continues to deny the Class Representative's and the Class's allegations that it has committed any violations of law, including, without limitation, violations of the FCRA or its state law analogues, engaged in any wrongful acts alleged in the First

1 Capitalized terms shall have the meaning and definitions set forth in Section 1 of this Agreement.

Amended Complaint (ECF 13 in the Litigation), or otherwise incurred any liability, and has maintained that it has a number of defenses to the Class Representative's and Class's claims. Defendant nevertheless desires to settle the Litigation on the terms and conditions set forth herein, solely for the purpose of avoiding the further expense, inconvenience and distraction of burdensome and protracted litigation and to obtain the release, order and judgment contemplated by the Agreement; and

WHEREAS, the Class Representative, Settlement Class and Defendant agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed as an admission of liability by, or used against, Defendant for any purpose in any legal proceeding or as evidence of the merit or truth of the Class Representative's or the Settlement Class's allegations. Further, Defendant may challenge any claim or allegation asserted in the Litigation if the Settlement is not finally approved; and

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery for the Class Representative and the Settlement Class, or might result in a recovery that is less favorable to the Class Representative and the Settlement Class, the Class Representative and Class Counsel are satisfied that the terms and conditions of the Settlement are fair, reasonable and adequate and that this Agreement is in the best interests of the Class Representative and the Settlement Class.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth above and herein shall have the following meanings ascribed to them.

(a) "**Agreement**" means this Class Settlement Agreement and Release.

(b) **"Automatic Payment"** has the meaning set forth in Section 11(a)(i) below.

(c) "**CAFA**" means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715(a)-(d).

(d) "**CAFA Notice**" means notice of this proposed settlement to the appropriate federal and state officials, as required by CAFA, which shall be prepared and mailed as provided for in Section 2(b) below and Section 6(g) below.

(e) "**Claim Form**" means the document, in the form of Exhibit F hereto, to be made available to members of the Settlement Class.

(f) "**Claims Submission Deadline**" means the date sixty (60) calendar days after the Settlement Notice Date, by which all Claim Forms must be submitted.

(g) "**Class Claims**" means all claims under FCRA section 1681e(b) relating to the reporting of inaccurate bankruptcy remarks on tradelines asserted in the Litigation, arising out of the allegations set forth therein.

(h) "**Class Counsel**" means James A. Francis and Lauren KW Brennan of the law firm Francis Mailman Soumilas, P.C.

(i) "**Class Representative**" or "**Plaintiff**" means the named plaintiff, William Norman Brooks, III.

(j) "**Court**" means the United States District Court for the Eastern District of Pennsylvania.

(k) "**Defendant**" means Trans Union, LLC.

(l) "**Defendant's Counsel**" means Elizabeth L. McKeen and Danielle N. Morris of the law firm of O'Melveny & Myers LLP.

(m) "**Effective Date**" means seven (7) calendar days after the entry of the Final Approval Order if no Notices of Objection are submitted, or if any Notices of Objection are submitted, seven (7) calendar days after the time in which to appeal the Final Approval Order to the U.S. Court of Appeals for the Third Circuit has passed without any appeal having been filed, or if any appeal is filed, seven (7) days following a final resolution of the appeal that affirms the Final Approval Order.

(n) "**Excluded Class Members**" means all individuals within the definition of "Settlement Class Members" who are excluded from the Settlement by order of the Court.

(o) **"Exclusion Deadline"** means sixty (60) calendar days after the Settlement Notice Date, by which all Exclusion Requests must be submitted.

(p) **"Exclusion Request"** means a request to be excluded from the Settlement Class pursuant to Section 7 below.

(q) "**FCRA**" means the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq*.

(r) "**Fee Petition**" means the petition or motion for an award of fees and costs provided for in Section 10(a) below.

(s) "**Final Approval**" means the approval of the Agreement by the Court at or after the Final Approval Hearing, and entry on the Court's docket of the Final Approval Order.

(t) "**Final Approval Hearing**" means the hearing at which the Court will consider arguments relating to deciding whether to grant final approval of the Settlement and make other rulings contemplated by this Agreement.

(u) "**Final Approval Motion**" means the motion that Plaintiffs shall file seeking Final Approval.

(v) “**Final Approval Order**” means the final order and judgment entered by the Court giving Final Approval to the Settlement and dismissing with prejudice the claims of the Plaintiffs and the Settlement Class and entering a judgment according to the terms set forth in this Agreement, in the form of Exhibit B hereto.

(w) **“Individual Settlement and Service Award**” means the payment made from the Settlement Fund to the Class Representative for his service in the matter and in connection with his additional individual claims not shared by the members of the Settlement Class, as approved and directed by the Court.

(x) “**Litigation**” means the lawsuit filed by the Class Representative in the United States District Court for the Eastern District of Pennsylvania, captioned *Brooks v. Trans Union, LLC*, No. 2:22-CV-00048-KSM.

(y) **“No Bankruptcy Group**” means those members of the Settlement Class for whom, according to the analysis conducted by Plaintiff’s expert Jonathan Jaffe and set forth in his April 22, 2025 Supplemental Report, there is no locatable public record of a bankruptcy with the same nine-digit social security number as on the Trans Union consumer report giving rise to class membership.

(z) “**Notice of Objection**” means an objection made by a Settlement Class Member to this Settlement in writing and postmarked by the Objection Deadline.

(aa) “**Notice and Administration Expenses**” means the fees, costs, and expenses of the Settlement Administrator to carry out its obligations under this Agreement.

(bb) “**Objection Deadline**” means the date sixty (60) calendar days after the Settlement Notice Date, by which all objections must be submitted.

(cc) “**Parties**” means the Class Representative and Defendant.

(dd) “**Preliminary Approval**” means preliminary approval of the Agreement by the Court and approval of the Settlement Notice Plan and the Settlement Notice.

(ee) “**Preliminary Approval Hearing**” means any initial hearing held by the Court to consider preliminary approval of the Parties’ proposed Settlement.

(ff) “**Preliminary Approval Motion**” means the motion that Plaintiffs shall file seeking Preliminary Approval.

(gg) “**Preliminary Approval Order**” or “**Order Directing Notice**” means the order entered by the Court granting Preliminary Approval in the form of Exhibit A hereto.

(hh) **“Previously Noticed Settlement Class Members”** means those members of the Settlement Class who were sent notice pursuant to the Court’s February 3, 2025 Order (ECF 126).

(ii) **“Released Claims”** means any and all claims, demands, rights, actions, causes of action, suits, damages, losses, obligations, judgments, duties, and liabilities of every nature and description whatsoever, whether known or unknown, asserted or unasserted, matured or unmatured, accrued or unaccrued, that were asserted in the Litigation or that could have been asserted in the Litigation or that arise out of or relate in any way to the facts, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act that were alleged or could have been alleged in the Litigation relating to the reporting of bankruptcy remarks on tradelines, including claims under the Fair Credit Reporting Act or state law analogues, including claims under 15 U.S.C. §1681e(b)), negligence, contract, common law claims and any damages (including any compensatory damages, special damages, consequential damages, punitive damages, statutory damages and/or penalties, attorneys' fees, costs, and entitlement to equitable relief) proximately caused thereby or attributable thereto, direct or indirect, whether or not currently known, arising out of or relating in any way to the facts, transactions, events, occurrences, acts disclosures, statements, omissions or failures to act that were alleged or could have been alleged in the Litigation relating to the reporting of bankruptcy remarks on tradelines.

(jj) "**Released Parties**" means Trans Union, LLC and each of its members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of Trans Union, LLC'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, advisors, agents, attorneys, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above.

(kk) "**Settlement**" means the agreement between the Class Representative, on behalf of themselves and the Settlement Class Members, and Defendant to fully, finally and forever settle and compromise the Class Claims, as memorialized in this Agreement and the accompanying documents attached hereto.

(ll) "**Settlement Administrator**" means Continental DataLogix, LLC.

(mm) "**Settlement Class**" means all natural persons with an address in the United States and its Territories about whom Defendant sold a consumer report to a third party from January 6, 2020 to January 31, 2023, which included a bankruptcy remark on a tradeline, but with no reference to a bankruptcy record in the public record section of the same report, and for whom there is no government-held public record of a bankruptcy filing within ten (10) years prior to the date of the report.

(nn) "**Settlement Class Members**" means the individuals who make up the Settlement Class.

(oo) "**Settlement Fund**" means the Eight Million Three Hundred Ten Thousand Dollars and Zero Cents ($8,310,000.00) to be paid by Defendant pursuant to the Agreement.

(pp) "**Settlement Notice**" means the notice to be sent to the Settlement Class Members by the Settlement Administrator, pursuant to the terms of this Agreement and subject to the Court's approval thereof, and in the form of Exhibit C and Exhibit D hereto, and the Long Form Notice which is Exhibit E hereto, or in another form agreed to by the Parties containing substantially the same information.

(qq) **"Settlement Notice Date"** means the deadline for the Settlement Administrator to begin sending the Settlement Notice to the Settlement Class Members pursuant to Section 5 herein.

(rr) "**Settlement Notice Plan**" means the plan for sending the Settlement Notice as provided for in Section 5 below.

(ss) **"Settlement Website"** means https://brooksbankruptcyclassaction.com/.

(tt) **"Aged Bankruptcy Group"** means those members of the Settlement Class for whom, according to the analysis conducted by Plaintiff's expert Jonathan Jaffe and set forth in his April 22, 2025 Supplemental Report, the only locatable public record of a bankruptcy with the same nine-digit social security number as on the Trans Union consumer report giving rise to class membership was filed more than ten years prior to the date of that report.

(uu) "**USPS**" means the United States Postal Service.

(vv) "**Valid Claim**" means a claim made via a Claim Form by a Settlement Class Member which complies with the requirements set forth in Section 9 hereof.

2. SCHEDULING OF HEARINGS AND MOTIONS

(a) Within fourteen (14) calendar days of the date of this Agreement, or another date agreed to by the Parties and directed by the Court, Plaintiff shall file a Motion for Preliminary Approval and to Direct Notice to the Settlement Class.

(b) The date of any Final Approval Hearing shall be scheduled no earlier than one hundred forty-five (145) calendar days after the Court enters the Preliminary Approval Order.

(i) The Settlement Administrator shall mail the CAFA Notice within ten calendar days after Plaintiff files the Motion for Preliminary Approval, via First Class United States Mail, postage prepaid.

(A) Defendant shall prepare and provide a draft cover letter for the CAFA Notice to Class Counsel and the Settlement Administrator five (5) calendar days before the deadline for mailing such CAFA Notice. The Settlement Administrator shall prepare the exhibits to the cover letter, and identify the recipients of the CAFA Notice, in accordance with Section 5(g) below.

(B) On the day that it mails the CAFA Notice, the Settlement Administrator shall certify to Class Counsel and Defendant's Counsel that the CAFA Notice was mailed and to whom it was mailed.

(ii) Within five (5) calendar days of the time the Settlement Administrator mails the CAFA Notice, Defendant shall file a certification with the Court that the CAFA Notice has been served and upon whom it has been served.

(c) Plaintiff shall file the Final Approval Motion no later than fourteen (14) calendar days prior to the Final Approval Hearing, or within any other time set by the Court.

(d) Class Counsel shall file the Fee Petition no later than fourteen (14) calendar days prior to the Objection Deadline, or within any other time set by the Court.

(e) The Parties shall request that the hearing on the Fee Petition occur concurrently with the Final Approval Hearing.

3. INJUNCTIVE RELIEF

For a period of five (5) years after the date of this Agreement, Trans Union shall maintain reasonable procedures to prevent dissemination of consumer reports to third parties that contain any reference to bankruptcy (regardless of whether the reference to a bankruptcy is signified by words, code, or numbers) unless a bankruptcy is referenced in the public record section of the report or Trans Union's records otherwise indicate that bankruptcy should be reflected for the consumer who is the subject of the report.

4. THE SETTLEMENT FUND

(a) Creation and allocation of the Settlement Fund

The two installment payments described in this Section 4(a) shall constitute Defendant's sole financial obligation with respect to this Settlement.

Defendant shall create and pay to the Settlement Administrator a Settlement Fund in the amount of Eight Million Three Hundred Ten Thousand Dollars and Zero Cents ($8,310,000.00), in two installments as follows:

(i) First payment

The first payment into the Settlement Fund shall consist of the sum of Two Hundred Twenty-Five Thousand Dollars and Zero Cents ($210,000.00), to be paid by Defendant to the Settlement Administrator for deposit into the Settlement Fund within seven (7) calendar days after entry of the Preliminary Approval Order, to be used to pay Notice and Administration Expenses prior to the date of the Final Approval Hearing.

(ii) Second payment

The balance of the Settlement Fund, in the amount of Eight Million Eighty-Five Thousand Dollars and Zero Cents ($8,085,000.00) shall be paid by Defendant to the Settlement Administrator for deposit into the Settlement Fund within ten (10) calendar days after the Effective Date.

(b) Allocation of the Settlement Fund

The Settlement Fund shall be allocated as follows:

(i) Payments to Settlement Class Members

Within twenty (20) calendar days of the Effective Date, the Settlement Administrator shall send a payment to each Settlement Class Member whose Settlement Notice is not returned as undeliverable and who is not an Excluded Class Member, as calculated pursuant to Section 10(a) hereof.

(ii) Individual Settlement and Service Award

Within twenty (20) calendar days of the Effective Date, the Settlement Administrator shall pay to the Class Representative the amount of the Individual Settlement and Service Award as approved by the Court, up to a maximum of Fifty Thousand Dollars and Zero Cents ($50,000.00).

(iii) Attorneys' Fees and Expenses

Within twenty (20) calendar days after the Effective Date, the Settlement Administrator shall pay to Class Counsel reasonable attorneys' fees and expenses in the amount awarded by the Court.

(iv) Costs of Settlement Administration

Within fourteen (14) calendar days of the Settlement Administrator's receipt of the second payment described in section 4(a)(ii) above, the Settlement Administrator may make a payment to itself for further Notice and Administration Expenses with the written approval of Class Counsel, consistent with any orders of the Court pertaining to such costs.

(c) No reversion to Defendant

There shall be no reversion of any portion of the Settlement Fund to Defendant.

(d) *Cy pres* distribution

Any amounts remaining in the Settlement Fund after all other payments specified in this Agreement are made shall be distributed as a *cy pres* award. One-half of any unused or unclaimed funds shall be awarded to recipients chosen by Class Counsel subject to approval by Defendant, which approval shall not be withheld unless the recipients are manifestly unreasonable or inconsistent with Rule 23. One-half of any unused or unclaimed funds shall be awarded to recipients chosen by Defendant subject to approval by Class Counsel, which approval shall not be withheld unless the recipients are manifestly unreasonable or inconsistent with Rule 23. The *cy pres* recipients shall be non-profit charitable organizations whose goals are aligned with consumer interests. The *cy pres* recipients shall be identified in connection with the Motion for Final Approval.

The Settlement Administrator is responsible for securing from the *cy pres* recipients' wiring instructions, as well as all other information necessary to make the *cy pres* distributions.

The *cy pres* distribution shall occur not later than sixty (60) calendar days after the void date of the latest dated distribution to any Settlement Class Member.

(e) Qualified Settlement Fund

The Parties agree to treat the Settlement Fund as being at all times a "Qualified Settlement Fund" within the meaning of Treas. Reg. § 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section 3, including the relation-back election (as defined in Treas. Reg. § 1.468B-l(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1. The Settlement Administrator shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (1)). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Funds. Defendant shall not be responsible for the filing or payment of any taxes or expenses connected to the Qualified Settlement Fund.

5. RESPONSIBILITIES OF THE SETTLEMENT ADMINISTRATOR

(a) Information security

The Settlement Administrator shall ensure that the information that it receives from Defendant and Settlement Class Members is secured and managed in such a way as to protect its security and confidentiality. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from Defendant or Settlement Class Members without the prior written consent of all Parties.

(b) Settlement website and toll-free telephone number

The Settlement Administrator shall ensure that the existing website https://brooksbankruptcyclassaction.com/ is updated to reflect the Settlement not later than five (5) calendar days after entry of the Order Directing Notice. The website shall be substantially in the form of the Long Form Notice attached hereto as Exhibit E, and shall include the Agreement, the Preliminary Approval Motion, the Preliminary Approval Order, an online version of the Claim Form substantially in the form of Exhibit F hereto, and instructions on submitting a Claim.

Not later than thirty (30) calendar days after entry of the Order Directing Notice, the Settlement Administrator shall establish a toll-free number for Settlement Class Members to call the Settlement Administrator with questions.

The website and the toll-free number shall be maintained while the Settlement Administrator is administering the Settlement. The internet address of the website and the toll-free number shall be included in the Settlement Notice. The Settlement Administrator shall cause to be maintained a record of activities, including logs of inquiries to the internet website, downloads, phone calls and/or mailings, and shall ensure that a running tally is kept of the number and types of materials mailed by it or downloaded from the internet website in a computerized database form. The telephone line shall be capable of providing general information concerning deadlines for objecting to the Settlement, and the dates of relevant Court proceedings, including the Final Approval Hearing.

(c) Updated Class List

Within ten (10) calendar days after the entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with an updated class list providing the most recent email and mailing addresses available in Defendant's records for the individuals in the No Bankruptcy Group and the Aged Bankruptcy Group (the "Updated Class List").

(d) Email Addresses

The Settlement Administrator will obtain a current email address for each individual on the Updated Class List for whom Defendant does not provide an email address pursuant to Section 5(c) above, using a commercial vendor to identify email addresses.

(e) Emailed Settlement Notice

Within sixty (60) calendar days after the entry of the Preliminary Approval Order (the "Settlement Notice Date"), the Settlement Administrator shall send the Settlement Notice to each member of the Settlement Class for whom the Settlement Administrator has obtained an email address.

(f) Mailed Settlement Notice

For any Settlement Class Member for whom the Administrator is unable to obtain a viable email address pursuant to Section 5(c) or 5(d) above, the Administrator shall send notice via first-class USPS mail in the form of Exhibit E hereto to the address provided on the Updated Class List. For any Settlement Class Member whose email notice pursuant to Section 5(e) above is returned as undeliverable, the Administrator shall send notice via first-class USPS mail in the form of Exhibit D hereto to the address provided on the Updated Class List.

The address of the Settlement Administrator shall be used as the return address for the Settlement Notice. For any Settlement Notice that is returned by the USPS as undeliverable, the Settlement Administrator shall re-mail such notices to any updated address provided by the USPS. If the USPS does not provide an updated address, the Settlement Administrator shall attempt to obtain an updated address from one or more commercial search firms or databases, and shall then re-mail the notices to any such updated address.

(g) CAFA Notice

Defendant shall be responsible for submitting a legally compliant CAFA Notice to the Settlement Administrator. On behalf of Defendant, and in accordance with Section 2(b) above, the Settlement Administrator will mail the CAFA Notice to the appropriate federal and state officials not later than ten (10) calendar days after Plaintiffs file a Motion for Preliminary Approval with the Court.

(h) Processing Requests for Exclusion

The Settlement Administrator shall receive and process Exclusion Requests in accordance with Section 7 below.

(i) Processing Claim Forms

The Settlement Administrator shall receive and process Claim Forms in accordance with Section 9 below.

(j) Payments to Settlement Class Members

The Settlement Administrator shall prepare and deliver to Settlement Class Members payment in accordance with Section 11(a) below.

(k) Reporting

The Settlement Administrator shall provide regular reports to the Parties, no less frequently than every month, regarding the status of the mailing and emailing of the Settlement Notices, any re-mailing of Settlement Notices, the submission and processing of Exclusion Requests, the submission and processing of Claims Forms, the distribution and redemption of payments to Settlement Class Members, and other activities undertaken pursuant to this Agreement.

Within seven (7) calendar days after the Objection Deadline, the Settlement Administrator shall prepare for filing a declaration of mailing in connection with the Settlement Notice. The declaration will also include a summary of the Claim Forms received and processed including the number of Valid Claims, and an estimate of the anticipated payment per Settlement Class Member, taking into account future anticipated costs of settlement administration.

(l) IRS Form 1099

The Settlement Administrator shall, as necessary, satisfy all reporting requirements, if any, to issue IRS Form 1099s to Class Members for any payments to Settlement Class Members over $2,000.00.

(m) Notice and Administration Expenses

All Court-approved Notice and Administration Expenses shall be paid to the Settlement Administrator from the Settlement Fund, consistent with this Settlement Agreement.

(n) Provision of payment and wiring information to Defendant

(i) First payment

On or before the filing of the Preliminary Approval Motion, the Settlement Administrator shall provide to Defendant's Counsel (i) an executed IRS Form W-9 for the Settlement Administrator, as well as (ii) wiring instructions for the payment required by Section 4(a)(i) above.

(ii) Second payment

Within five (5) calendar days of the time the Final Approval Motion is filed, the Settlement Administrator shall provide to Defendant's Counsel wiring instructions for the payment required by Section 4(a)(ii) above.

6. THE SETTLEMENT NOTICE

(a) The primary form of Settlement Notice shall be in the form of emailed notice in the form of Exhibit C hereto, or in another form agreed to by the Parties that contains the same information as Exhibit C.

(b) To the extent that a valid email address is not available for a Settlement Class Member, or emailed notice is returned as undeliverable, mailed notice in the form of Exhibit D hereto, or in another form agreed to by the Parties that contains the same information as Exhibit D, shall be sent to the Settlement Class Member.

(c) Emailed and mailed notice shall contain a unique identifier and access code that will permit each Settlement Class Member to submit a claim electronically on the Settlement Website, consistent with Section 10 below.

(d) A long form notice in the form of Exhibit E hereto, or in another form agreed to by the Parties that contains the same information as Exhibit E, shall be available on the Settlement Website.

(e) The Settlement Administrator shall be responsible for sending the Settlement Notices in accordance with Section 5(e)-(f) above.

7. REQUESTS FOR EXCLUSION

(a) Any member of the Settlement Class may request exclusion from the Settlement by mailing a written request to the Settlement Administrator at the mailing address provided on the Settlement Website and in the Notice.

(b) All requests for exclusion must be directed to "Exclusion Requests – *Brooks v. Trans Union* Settlement Administrator" and must contain the Settlement Class Member's full name, current email address and mailing address and telephone number, the unique identifier included on the Settlement Class Member's notice, and a specific statement that the Settlement Class Member wants to be excluded from the Settlement.

(c) Exclusion requests must be postmarked no later than the Exclusion Deadline.

(d) In no event shall requests from persons who purport to request exclusion from the Settlement for or on behalf of a group, aggregation, or class involving more than one Settlement Class Member be considered valid requests.

(e) Any person who both requests exclusion and purports to object to the Settlement shall be deemed to have requested exclusion from the Settlement and their objection shall not be considered.

(f) Exclusion requests that do not comply with the provisions of this section shall be invalid.

(g) If 5% or more of the Class Members request exclusion from the Settlement in accordance with this provision, Trans Union shall have the right to terminate this Agreement and the Settlement and will have no further obligations under the Agreement unless Trans Union waives in writing its right to terminate the Agreement under this section.

8. OBJECTIONS AND REQUESTS TO APPEAR AT FINAL APPROVAL HEARING

(a) Any member of the Settlement Class who is not an Excluded Class Member and who wishes to object to the Settlement or Fee Petition at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a Notice of Objection by the Objection Deadline.

(i) The Notice of Objection shall be sent by First Class United States Mail to the Settlement Administrator, and sent to the Clerk of the Court either by First Class United States Mail or filed with the Court via CM/ECF.

(ii) Such objection shall be personally signed and state: the caption of the Litigation; the full name, address, email address, and telephone number of the Settlement Class Member objecting to the Settlement; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Settlement Class Member wishes to be considered in support of the objection; the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Petition; any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; the identity of all counsel representing the objector who will appear at the Final Approval Hearing; all relief sought; and identification of the number of times the Settlement Class Member has objected to a class action settlement in the past five (5) years, including the caption of each case in such objection was made.

(iii) Any objector wishing to be heard at the Final Approval Hearing must also file a notice of intent to appear with the Clerk of the Court no later than fourteen (14) calendar days before the Final Approval Hearing, and must provide both Class Counsel and Defendant's Counsel with copies of the notice of intent to appear.

(b) The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objections to the Settlement or Fee Petition, in accordance with such Settlement Class Member's due process rights.

(i) The Order Directing Notice shall further provide that persons who fail to properly or timely file their objections, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

(ii) Unless otherwise allowed by law, only Settlement Class Members who object to the Settlement by the Objection Deadline and pursuant to the terms of this Section may appeal any final judgment or ruling on the Fee Petition.

9. CLAIMS PROCESS

All Settlement Class Members may submit a Claim Form on or before the Claims Submission Deadline, as set forth herein. Members of the Aged Bankruptcy Group must submit a claim in order to receive compensation from the Settlement.

(a) Electronic Claim Form

Settlement Class Members must submit a completed Claim Form by the Claims Submission Deadline. Claims must be submitted electronically via the Settlement Website using the unique identifier and access code provided to each Settlement Class Member, and using an electronic form populated with the same information appearing in Exhibit F hereto.

However, the Settlement Administrator shall make available to a Settlement Class Member a paper version of the Claim Form if the Settlement Class Member validates their identity using the unique identifier and access code provided in connection with the Settlement Notice.

(b) Processing of Claim Forms

The Settlement Administrator shall receive and process all Claim Forms to determine whether it constitutes a Valid Claim.

The Settlement Administrator shall disallow any Claim that is not timely submitted, except where Class Counsel and Defendant mutually agree to approve the allowance of an untimely claim.

The Settlement Administrator shall disallow any Claim when the Claim Form is not completed in full.

The Settlement Administrator shall disallow any Claim which does not make the require attestation that the Settlement Class Member did not file for bankruptcy in the ten years preceding the report giving rise to their class membership.

The Settlement Administrator shall disallow any Claim if the person who submitted the form is not a member of the Settlement Class.

The Settlement Administrator's determination regarding the validity of a Claim Form is final.

(c) Untimely Claim Forms

With the written agreement of Class Counsel and Defendant's Counsel, the Settlement Administrator may allow a Claim submitted after the Claims Submission Deadline, if allowance of such Claim will not materially delay distribution of payments to Settlement Class Members.

(d) Claims Rate

If fewer than one half of one percent (0.5%) of Settlement Class Members submit completed Claim Forms by the Claim Submission Deadline, the Parties will meet and confer to agree upon the proper distribution of the Claims Fund, with any change to Section 11(a) below to be subject to Court approval.

10. FEE PETITION AND INDIVIDUAL SETTLEMENT AND SERVICE AWARD

(a) Fee Petition

Within the time specified by Section 2(c) above, Class Counsel shall petition the Court for an award of attorneys' fees for all Class Counsel of up to Two Million Seven Hundred Seventy Thousand Dollars and Zero Cents ($2,770,000.00), plus reimbursement of litigation costs and expenses of up to Three Hundred Eight Thousand Dollars and Zero Cents ($308,000.00). Defendant agrees not to object to such a request within this parameter.

Defendant shall have no responsibility for, or any liability with respect to, the payment of attorneys' fees and expenses to Class Counsel, and the sole source of any award of attorneys' fees or costs shall be the Settlement Fund.

The Fee Petition is to be considered separately from the Court's consideration of the fairness, reasonableness, and good faith of this Agreement. The outcome of any proceeding related to the Fee Petition shall not terminate or affect the validity of this Agreement.

(b) Individual Settlement and Service Award

The Settlement Class Representative may, subject to Court approval, each receive from the Settlement Fund a one-time Individual Settlement and Service Award, up to a maximum of Fifty Thousand Dollars and Zero Cents ($50,000.00). Any request for an Individual Settlement and Service Award shall be made as part of the Final Approval Motion. Defendant agrees not to object to such a request within this parameter.

The Class Representative agree to the releases in Section 12 below, regardless of the amount of any Individual Settlement and Service Award approved by the Court.

11. PAYMENTS TO SETTLEMENT CLASS MEMBERS

(a) Distribution Plan

(i) Automatic Payments to the No Bankruptcy Group

Settlement Class Members who are in the No Bankruptcy Group will be entitled to an automatic payment of One Hundred Dollars ($100) ("Automatic Payment"), without the need to submit a claim.

(ii) Payments Pursuant to Claims Process

All Settlement Class Members may make a claim. Individuals in the Aged Bankruptcy Group must make a claim to receive any payment from the Settlement. Individuals in the No Bankruptcy Group may choose to make a claim to receive a payment in addition to their Automatic Payment.

The amount of Two Million Eight Hundred Eighty-Two Thousand and Nine Hundred Dollar ($2,882,900.00) of the Settlement Fund shall be reserved for payments to Settlement Class Members who submit Valid Claims (the "Claiming Class Members") (the "Claims Fund").

Claiming Class Members will receive a *pro rata* share of the Claims Fund based upon the following formula:

1. After the claims process, each Claiming Class Member will be assigned a number of "Individual Pro Rata Points" as defined below. Each Claiming Class Member's *pro rata* share of the Claims Fund will be calculated by dividing the Claiming Class Member's Individual Pro Rata Points by the aggregate total number of *pro rata* points assigned to all Claiming Class Members.
    a. *i.e.* Claiming Class Member Pro Rata Share = (Claiming Class Member Individual Pro Rata Points)/(Total number of Individual Pro Rata Points assigned to all Claiming Class Members).

2. Claiming Class Members who are in the No Bankruptcy Group will receive 3 Individual Pro Rata Points.

3. Claiming Class Members who are in the Aged Bankruptcy Group will receive 1 Individual Pro Rata Point.

Within fourteen (14) calendar days after the Claims Submission Deadline, the Settlement Administrator shall calculate the amount of each such payment and notify Class Counsel of the dollar amount and total number of payments to be issued to Settlement Class Members.

(b) Methods of Payment

Payments will be delivered as paper checks via First Class United States Mail unless the Settlement Class Member timely notifies the Settlement Administrator of their preference to be paid through one of the alternative electronic payment methods offered by the Settlement

Administrator and provides the Settlement Administrator all the requisite information necessary to effectuate such payment.

(c) Uncashed Checks

Checks must clearly indicate that they shall be void if not presented for payment within sixty (60) calendar days from the date of mailing. To the extent that checks are not presented for payment within sixty (60) calendar days of mailing, such checks remaining uncashed on that date shall become null and void. However, the Settlement Administrator will have the discretion to reissue payments as necessary or appropriate.

(d) Second Distribution

Seventy-five (75) calendar days after the void date of the last payment issued to Settlement Class Members, the Settlement Administrator shall calculate the amount of funds remaining in the Settlement Fund. If the amount remaining is sufficient to deliver a second distributions of at least Ten Dollars and Zero Cents ($10.00) to each Settlement Class Member who cashed their initial payment and to cover the Notice and Administration Expenses of a second distribution, the Settlement Administrator shall effect such second distribution within fifteen (15) calendar days of the calculation At least five days before any second distribution, the Settlement Administrator shall provide notice to the Defendant in accordance with Section 15(n) below. If the amount remaining is insufficient to deliver second distributions of at least Ten Dollars and Zero Cents ($10.00) to each Settlement Class Member who cashed their initial payment and to cover the Notice and Administration Expenses of a second distribution, residual funds will be delivered to the *cy pres* recipients identified in Section 5(d) above.

(e) Tax consequences to Settlement Class Members

Settlement Class Members shall be solely responsible for complying with any and all tax liabilities and obligations which are or may become due or payable in connection with this Agreement and the Settlement.

The Settlement Administrator shall provide each Settlement Class Member with a notice advising him or her to seek personal tax advice regarding any tax consequences of the Settlement Fund disbursement. The notice regarding the potential tax treatment to Settlement Class Members shall be included with each disbursement to Settlement Class Members. For the avoidance of doubt, none of Defendant, Defendant's Counsel, or Class Counsel have made, or are making in connection with the Settlement, any representations regarding possible tax consequences relating to the Settlement Fund disbursements to Settlement Class Members, and none of the Defendant, Defendant's Counsel or Class Counsel shall be held responsible for any such tax consequences.

12. RELEASE OF CLAIMS

(a) Settlement Class Members

Upon the Effective Date, each Settlement Class Member and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest, assigns, and all persons acting for or on their behalf, hereby remise, release, acquit, satisfy and forever discharge all of the Released Parties from all of the Released Claims. The Class Representative and each Settlement Class Member understand and agree that this Agreement fully and finally releases and forever resolves the Released Claims, including such Released Claims that may be unknown, unanticipated and/or unsuspected.

(b) Class Representative

Upon the Effective Date, the Class Representative and his heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and all persons acting for or on their behalf, hereby remise, release, acquit, satisfy and forever discharges the Released Parties from all claims, known or unknown, that they may have against the Released Parties, up to the Effective Date of the Settlement.

(c) Release of Unknown Claims

The Class Representative and each Settlement Class Member waive and release any and all provisions, rights, and benefits conferred either: (i) by section 1542 of the California Civil Code; or (ii) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, with respect to the claims released pursuant to Section XIV hereto. Section 1542 of the California Civil Code reads:

> **Section 1542. Certain claims not affected by general release.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Class Representative and each Settlement Class Member may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the claims released, or the law applicable to such claims may change. Nonetheless, the Class Representative and each Settlement Class Member expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters and conduct described in or subsumed by this Paragraph 12. Further, he Class Representative and each Settlement Class Member agree and acknowledge that they shall be bound by this Agreement, including by the releases contained herein, and that all of their claims in the Litigation shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if they never receive actual notice of the Settlement or never receive a distribution of funds or credits from the Settlement.

(d) Reservation of Rights

Plaintiff and Defendant reserve their rights to prosecute or challenge any claim asserted in the Litigation if the Settlement is not finally approved.

13. MODIFICATION

Except as limited by the provisions of Section 10 regarding the Fee Petition and Individual Settlement and Service Award, this Agreement, and the Settlement shall be null and void if the Court requires changes to the Agreement that are not mutually approved by the Parties. The Parties, in their sole discretion, can consent to modify this Agreement, in accordance with Section 14(m) below, to be consistent with any modifications requested or required by the Court.

14. TERMINATION OF AGREEMENT

(a) Non-Approval of Agreement

Except as limited by the provisions of Section 10 regarding the Fee Petition and Individual Settlement and Service Award, this Agreement is conditioned on final approval by the Court. In the event that the Agreement is not so approved or the Settlement does not become Final, the Parties shall return to the *status quo ante* as of March 4, 2026, as if no Agreement had been negotiated or entered into. No agreements, documents, or statements made by or entered into by any Party in connection with this Agreement or any settlement discussion or negotiation may be used by the Class Representative, any proposed Settlement Class Member, Defendant, or any other person to establish liability, any defense and/or any of the elements of class certification in any other proceeding.

(b) Preservation of Parties' Rights

Should the Agreement not be finally approved by the Court, the Parties shall be deemed to have preserved all of their rights or defenses and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class. In the event that the Agreement is approved by the Court, but is later reversed or vacated on appeal, each of the Parties shall have the right to withdraw from the Agreement and return to the *status quo ante* as of March 4, 2026, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class.

15. MISCELLANEOUS PROVISIONS

(a) Cooperation between the Parties; Further acts

The Parties shall cooperate in good faith and, so far as is consistent with their respective rights and obligations under this Agreement, shall use their best efforts to obtain the Court's approval of the Settlement. The Parties shall work together, diligently and in good faith, to obtain expeditiously a Preliminary Approval Order, Final Approval Order, and final judgment and dismissal. Defendant has no obligation to join in any motion for Preliminary Approval or Final Approval.

(b) Admissibility of Agreement

This 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; (2) any proceeding to enforce the terms of this Agreement or to enforce any related order in the Litigation; or (3) to enforce the releases set forth in this Agreement.

(c) Entire agreement

This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties (including the Parties' settlement term sheet) shall be deemed merged into this Agreement.

(d) Binding effect

This 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. The Parties acknowledge it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

(e) Arms' length transaction; Materiality of terms

The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

(f) Captions

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

(g) Construction

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

(h) Dispute Resolution

The Parties agree to meet and confer in good faith in regard to any dispute relating to the Settlement or to administration of the Settlement, prior to seeking relief from the Court. The Parties hereby submit to the exclusive jurisdiction of the United States District Court for the

Eastern District of Pennsylvania for the purpose of any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement.

(i) Invalidity

Before declaring any provision of this Agreement invalid, illegal or unenforceable for any reason, the Court shall first attempt to construe the provision valid to the fullest extent possible consistent with applicable precedent so as to find all provisions of this Agreement valid and enforceable. After applying this rule of construction and still finding a provision invalid, the Court shall thereupon interpret the invalid provision to the fullest extent possible to otherwise enforce the invalid provision. The invalidity of any one provision shall not render this Agreement otherwise invalid and unenforceable unless the provision found to be invalid materially affects the terms of this Agreement after application of the rules of construction set forth in this paragraph.

(j) No claims arising from this Agreement

No person shall have any claim against the Released Parties, Defendant, Defendant's Counsel, the Class Representative, or Class Counsel based on distribution of benefits under this Agreement or any Settlement-related order(s) of the Court, or based on any act or omission of the Settlement Administrator.

(k) Governing law

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Pennsylvania, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

(l) Continuing Jurisdiction

The Court shall retain jurisdiction over the interpretation and implementation of this Agreement, and to enjoin any claims or threatened claims that are or would be barred by the releases set forth in this Agreement.

(m) Waivers, modifications, and amendments to be in writing

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement and the Settlement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this 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 Agreement.

(n) Notices

Any notice or other formal communication required or permitted to be delivered under this Agreement shall be in writing and sent by First Class United States Mail and email to counsel for the Party to whom the notice is directed at the following addresses:

If to Defendant:

O'Melveny & Myers LLP
610 Newport Center Dr., 17th Floor
Newport Beach, CA 92660
emckeen@omm.com
dmorris@omm.com
apavel@omm.com
Attention: Elizabeth L. McKeen, Danielle N. Morris, Ashley M. Pavel

If to Plaintiff:

Francis Mailman Soumilas, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103
jfrancis@consumerlawfirm.com
lbrennan@consumerlawfir.com
Attention: James A. Francis, Lauren Brennan

(o) Authorization of counsel

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

Each attorney or other person executing the Agreement on behalf of any Party hereto hereby warrants that such attorney or other person has the full authority to do so.

(p) Counterparts

The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

(q) Signatures

Any signature made and transmitted by facsimile, email, PDF or other electronic methods for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by such electronic means.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Settlement Agreement and Release to be executed as of the date written below.

Dated: 4-23-, 2026

William Norman Brooks, III

FRANCIS MAILMAN SOUMILAS, P.C.

Dated: April 23, 2026

By: James A. Francis

Attorneys for Plaintiff and Settlement Class Members

Dated: ______________, 2026

Trans Union, LLC

By: ______________________

Its: ______________________

O'MELVENY & MYERS LLP

Dated: ______________, 2026

By: ______________________
Elizabeth L. McKeen
Attorneys for Defendant

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Settlement Agreement and Release to be executed as of the date written below.

Dated: ______________, 2026

____
William Norman Brooks, III

FRANCIS MAILMAN SOUMILAS, P.C.

Dated: ______________, 2026

By: ______________________________
James A. Francis

Attorneys for Plaintiff and Settlement Class Members

Dated: April 23, 2026

Trans Union, LLC

By: Signed by: Bob Bailey ABBD7FE002E7453...

Its: *Senior Vice President, Deputy General Counsel*

O'MELVENY & MYERS LLP

Dated: April 23, 2026

By: ______________________________
Elizabeth L. McKeen
Attorneys for Defendant

4906-6125-2765.3

04/10/26

EXHIBIT A

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

WILLIAM NORMAN BROOKS, III, *on behalf of himself and all similarly situated consumers*, Plaintiff, v. TRANS UNION LLC, Defendants.	Civil Action No. 22-48-KSM

ORDER PRELIMINARILY APPROVING SETTLEMENT
AND DIRECTING NOTICE TO CLASS

Plaintiff has moved for preliminary approval of the Class Settlement Agreement and Release ("Settlement Agreement") attached to his motion and for an Order directing notice to the proposed Class. The Court, having reviewed the Settlement Agreement, hereby Orders that:

1. The Court has considered the proposed settlement of the claims asserted by a Settlement Class defined as follows:

> For the period beginning January 6, 2020 to January 31, 2023, all persons residing in the United States and its Territories to whom Trans Union sold a consumer report to a third party which included a bankruptcy remark on a tradeline, but with no reference to a bankruptcy record in the public record section of the same report, and for whom there is no government-held public record of a bankruptcy filing within ten (10) years prior to the date of the report.

2. The Settlement Agreement entered between the parties as of _______, 2026 appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. The terms of the Settlement Agreement are incorporated fully into this Order by reference.

3. Accordingly, for settlement purposes only, the Court hereby finds that it is likely to certify the Settlement Class identified above pursuant to Federal Rule of Civil Procedure 23(b)(3). The Court has already certified a class that involves these class members, and the Court further

finds that this Settlement Class meets the prerequisites of Rule 23(a) and the requirements of Rule 23(b)(3) as follows:

(a) The class is sufficiently numerous. The Parties agree that the Settlement Class includes approximately 57,233 people. Within the Settlement Class, 20,891 Class Members constitute the No Bankruptcy Group, with the remaining 36,342 members making up the Aged Bankruptcy Group. These numbers far exceed the numerosity required under Rule 23(a)(1).

(b) There are questions of law and fact common to the class for purposes of Rule 23(a)(2). These include legal questions regarding the interpretation of the Fair Credit Reporting Act and factual questions regarding Trans Union's practices and procedures regarding the reporting of certain bankruptcies.

(c) The named class representative's claims are typical of the Class, and he will fairly and adequately protect the interests of the Class. The Court has previously appointed William Norman Brooks, III as a class representative. The Court has also previously appointed class counsel and further appoints the same lawyers as counsel for the Settlement Class as discussed below. The Court finds that these Class Representatives meet the typicality requirement of Rule 23(a)(3) and the adequacy requirements of Rule 23(a)(4).

(d) In finding that the Class is likely to be certified at the time of the final approval hearing under Rule 23(b)(3), the Court finds that (i) the common questions of law and fact predominate over any individual issues and (ii) a class action is superior to other available methods of fairly and efficiently adjudicating the controversy.

4. The Court preliminarily approves the proposed Settlement, pending a Final Approval Hearing, as provided for herein.

5. The Court has previously appointed William Norman Brooks, III as a class representative. The Court now appoints him as class representative of the Settlement Class.

6. The Court has also previously appointed the firm Francis Mailman Soumilas, P.C. as counsel for the previously certified class ("Class Counsel") and now appoints this firm as counsel for the Settlement Class.

7. The Court appoints Continental DataLogix, LLC as the Settlement Administrator.

8. The Court will hold a Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e) on _______________, 2026, at the United States District Court, Eastern District of Pennsylvania at the James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, at _____.m. in Courtroom ____ for the following purposes:

(A) To determine whether the proposed settlement is fair, reasonable, and adequate and should be granted final approval by the Court;

(B) To determine whether a final judgment should be entered dismissing the claims of the Settlement Class with prejudice, as required by the Settlement Agreement; and

(C) To consider the application of Class Counsel for an award of attorney's fees, costs, and expenses, and for a service award to the class representative.

9. As is provided in Section 5(c) of the Settlement Agreement, Defendant will provide an updated class list to the Settlement Administrator within ten (10) days of the date of this Order.

10. The Settlement Administrator shall send the agreed upon Notices to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

11. The Court also approves the parties' Notices, which are attached to the Settlement Agreement as Exhibits D, F, and G. To the extent the parties or Settlement Administrator determine that ministerial changes to the Notices are necessary before disseminating them to the Class Members, they may make such changes without further application to the Court.

12. The Court approves the parties' Notice plan, as set forth in Section 6 of the Settlement Agreement. The Court finds this manner of giving notice fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process and is the best notice practicable under the circumstances, including providing individual notice to all members who can be identified through reasonable effort.

13. If a Settlement Class Member chooses to request exclusion from the class, such Settlement Class Member is required to submit a request for exclusion to the Settlement Administrator, post-marked on or before the Exclusion Deadline, as specified in the Settlement Notice and Settlement Agreement. The request for exclusion must include the items identified in the Settlement Agreement pertaining to requests for exclusion. A Settlement Class Member who submits a valid request for exclusion using the procedure identified shall be excluded from the Settlement Class for all purposes. No later than seven (7) days after the Objection Deadline, the Settlement Administrator shall prepare a declaration listing all the valid Exclusion Requests received and shall provide the declaration and list to Class Counsel and Defendant's counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

14. A Settlement Class Member who does not file a timely and valid request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action.

15. (a) Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a written notice of objection to be filed with the Court by the Objection Deadline specified in the Settlement Notice, stating that they intend to appear at the Hearing. The notice of objection shall be sent by First Class United States Mail to the Settlement Administrator and sent to the Clerk of the Court either by First Class United States Mail or filed with the Court via CM/ECF.

(b) The objection must be personally signed and state: the caption of the Litigation; the full name, address, email address, and telephone number of the Settlement Class Member objecting to the Settlement; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Settlement Class Member wishes to be considered in support of the objection; the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Petition; any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity; the identity of all counsel representing the objector who will appear at the Final Approval Hearing; all relief sought; and identification of the number of times the Settlement Class Member has objected to a class action settlement in the past five (5) years, including the caption of each case in such objection was made.

(c) Any Class Member who fails to timely file and serve a written objection pursuant to the terms of this paragraph shall not be permitted to object to the approval of the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

16. All briefs, memoranda, petitions, and affidavits to be filed in support of an individual service award to the Class Representative and/or in support in support of Class Counsel's application for fees, costs and expenses, shall be filed not later than fourteen (14) days prior to the Objection Deadline. Similarly, all other briefs, memoranda, petitions and affidavits that Class Counsel intends to file in support of final approval shall be filed not later than fourteen (14) days before the Final Approval Hearing.

17. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the claims released under the Settlement Agreement. This Preliminary Approval Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiffs, the Class Members, or the Defendant.

18. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, 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 had not been negotiated, made, or filed with the Court.

19. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

____
HON. KAREN SPENCER MARSTON
UNITED STATES DISTRICT JUDGE

Dated: ______________________

EXHIBIT B

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

WILLIAM NORMAN BROOKS, III, *on behalf of himself and all similarly situated consumers*, Plaintiff, v. TRANS UNION LLC, Defendants.	Civil Action No. 22-48-KSM

FINAL APPROVAL ORDER AND JUDGMENT

This matter, having come before the Court on Plaintiff's Motion for Final Approval of the proposed Class Action Settlement Agreement and Release ("Settlement") with Defendant Trans Union LLC ("Trans Union" or "Defendant"); the Court having considered all papers filed and arguments made with respect to the Settlement, and the Court, being fully advised, finds that:

1. On _____________, the Court held a Final Approval Hearing, at which time the parties were afforded the opportunity to be heard in support of or in opposition to the Settlement. The Court received _______ objections regarding the Settlement.

2. Notice to the Settlement Class required by Federal Rule of Civil Procedure 23(e) has been provided in accordance with the Court's Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances, including the dissemination of individual notice to all members who can be identified through reasonable effort; and satisfies Rule 23(e) and due process.

3. Defendant has timely filed notification of this Settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715.

4. The terms of the Settlement Agreement are incorporated fully into this Order by reference. The Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate in light of the complexity, expense and duration of the litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

5. The Court has considered the factors enumerated in Rule 23(e)(2) and finds they counsel in favor of final approval.

6. The Court finds that the relief provided under the Settlement constitutes fair value given in exchange for the release of claims.

7. The parties and each Settlement Class Member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

8. The Court finds that it is in the best interests of the parties and the Settlement Class and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Party which, in any way, relates to the applicability or scope of the Settlement Agreement or the Final Judgment and Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

9. This action is a class action against Trans Union, on behalf of the certified Settlement Class that is defined as follows:

> For the period beginning January 6, 2020 to January 31, 2023, all persons residing in the United States and its Territories to whom Trans Union sold a consumer report to a third party which included a bankruptcy remark on a tradeline, but with no reference to a bankruptcy record in the public record section of the same report, and

for whom there is no government-held public record of a bankruptcy filing within ten (10) years prior to the date of the report.

10. The Settlement Agreement submitted by the parties is finally approved pursuant to Federal Rule of Civil Procedure 23(e) as fair, reasonable, and adequate and in the best interests of the Class. The Settlement Agreement, including the monetary relief set forth therein, shall be deemed incorporated herein and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

11. Upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

12. Upon the Effective Date, each Class Member is enjoined and permanently barred from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts any claims released by Settlement Class Members under the Settlement Agreement.

13. The following are approved as *cy pres* recipients: _____________ and _____________.

14. Upon consideration of the application for individual settlement and service award, the Named Plaintiff William Norman Brooks, III is awarded the sum of fifty thousand dollars ($50,000.00), to be paid from the Settlement Fund, for the services he has performed for and on behalf of the Settlement Class and in connection with his separate individual claims against Trans Union.

15. The Court overrules all objections to the settlement. After carefully considering each objection, the Court concludes that none of the objections undermine the fairness, reasonableness, or adequacy of the Settlement.

16. Neither this Final Approval Order and Judgment, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the claims released by the Settlement Class. This Final Approval Order and Judgment is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The final approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or the Defendant.

17. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Settlement Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

18. This action is hereby dismissed on the merits, in its entirety, with prejudice and without costs.

19. The Court finds, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for delay, and directs the Clerk to enter final judgment.

20. The persons listed on **Exhibit 1** hereto have validly excluded themselves from the Settlement Class in accordance with the provisions of the Settlement Agreement and Preliminary Approval Order and are thus excluded from the terms of this Order. Further, because the settlement is being reached as a compromise to resolve this litigation, including before a final determination of the merits of any issue in this case, none of the individuals reflected on Exhibit 1 may invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in connection with any further litigation against Trans Union in connection with the claims settled by the Class.

BY THE COURT:

____
HON. KAREN SPENCER MARSTON
UNITED STATES DISTRICT JUDGE

Dated: ____________________

EXHIBIT C

EXHIBIT C - EMAIL NOTICE

To: **[class member email address]**

From: **BrooksBankruptcyClassAction@e.classinfosource.com [Brooks v. Tran Union Settlement Administrator]**

Sent: **TBD**

Subject: **Important notice of your rights in a class action settlement – Brooks v Tran Union, LLC**

LEGAL NOTICE OF CLASS ACTION SETTLEMENT

You are receiving this Notice because you are a member of a class in a class action lawsuit and you have a legal claim described in this Notice. You are entitled to benefits from a proposed class action settlement if you comply with the terms of the Settlement and the Court approves the Settlement.

This is a court-authorized Notice describing the Settlement and your rights. This is not a solicitation from an attorney, and you are not being sued.

PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

Claim Number: **-########**

PIN: **########**

Group: **No Bankruptcy/Aged Bankruptcy**

A Settlement has been reached in a class action lawsuit against Trans Union, LLC ("Trans Union") based on claims that Trans Union included inaccurate information regarding bankruptcy filings on consumer credit reports. The lawsuit is known as *Brooks v. Trans Union, LLC*, Civil Action No. 2:22-cv-00048-KSM (E.D. Pa.).

Plaintiff William Norman Brooks, III has alleged that Trans Union sold consumer credit reports about consumers that included a reference to a bankruptcy filing as part of a particular credit account (called a "remark"), where the credit report does not contain a public record of a bankruptcy court filing. Plaintiff asserts that where there is no publicly available record of a bankruptcy filing within ten years before the date of the credit report, it is inaccurate to report bankruptcy information in this way.

Plaintiff's legal claim is that Trans Union willfully violated a federal law called the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* ("FCRA"), by failing to follow reasonable procedures to assure the maximum possible accuracy of the information on these consumer credit reports. Trans Union denies that it violated the Fair Credit Reporting Act or any other law. The Court in this case decided that all the legal requirements for a class action were met and ordered that the case move forward as a class action. The Court here has determined that it will likely be able to certify the Settlement Class for purposes of the Settlement and final judgment.

Trans Union has denied and continues to deny Plaintiff's allegations and denies that it has violated the FCRA or that it has engaged in any wrongful acts. Nevertheless, Plaintiff and Trans Union have agreed to resolve the claims of all persons covered by the lawsuit. This group is called the "Settlement Class." The Settlement Class is defined as follows:

For the period beginning January 6, 2020 to January 31, 2023, all persons residing in the United States and its Territories to whom Trans Union sold a consumer report to a third party which included a bankruptcy remark on a tradeline, but with no reference to a bankruptcy record in the public record section of the same report, and for whom there is no government-held public record of a bankruptcy filing within ten (10) years prior to the date of the report.

According to Trans Union's records, you are a member of the Settlement Class. You may have received notice regarding this case in May or June 2025.

The Settlement Class includes some individuals for whom there was no locatable record of a bankruptcy filing at all, based on social security number searches of public records. These individuals make up the "No Bankruptcy Group." For the rest of the Settlement Class, public record searches identified only bankruptcies that were filed more than ten years before the date of the Trans Union credit report. These individuals make up the at the "Aged Bankruptcy Group."

Trans Union maintains that it was still accurate to report bankruptcy information about members of the Settlement Class. The Court has not decided which side is right about this issue. However, members of the Aged Bankruptcy Group would face additional risks if the case moved forward. Therefore, the members of the No Bankruptcy Group will receive preferred benefits under the Settlement as described below to reflect their better litigation position.

Your Group is identified above, underneath the unique Claim Number and PIN in this email. You can also use this information to log in to the Settlement website at **www.BrooksBankruptcyClassAction.com.**

To resolve the lawsuit, Trans Union has agreed to pay eight million three hundred ten thousand ($8,310,000) for the creation of a Settlement Fund that will be used for class member payments, administrative costs, attorneys' fees, litigation expenses, and a service award to Plaintiff. If the Court approves the Settlement and the Settlement becomes final and effective, members of the Settlement Class will give up their rights to assert claims against Trans Union related to Trans Union's reporting of bankruptcy information on credit reports. A summary of the terms of the Settlement is below – please read it carefully and note the deadlines to take action. You may enter an appearance in the case through an attorney if you so desire. There is more detailed information about the case and Settlement following the summary.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you are in the **No Bankruptcy Group**, you do not need to submit a claim form to receive an automatic payment of $100. If the Court approves the Settlement and it becomes final and effective, a check will be mailed to the address maintained by Trans Union for you, and you will give up your right to bring your own lawsuit against Trans Union about claims related to inaccurate bankruptcy remark information. If you are in the **Aged Bankruptcy Group, <u>you must make a claim to receive a payment.</u>** If you do not make a Valid Claim as described below, you will not receive any money, and you will give up your right to bring your own lawsuit against Trans Union about claims related to inaccurate bankruptcy remark information. You may update and/or confirm your address with the Settlement Administrator at the Settlement website located at **www.BrooksBankruptcyClassAction.com**.
SUBMIT A CLAIM	All Settlement Class Members may make a claim to receive payment. Members of the **No Bankruptcy Group** may make a claim to receive a higher payment in

	addition to the automatic payment. Members of the **Aged Bankruptcy Group <u>must</u>** make a claim in order to receive money from the Settlement. You must submit your claim form by [DATE]. You must submit your claim form at **www.BrooksBankruptcyClassAction.com**. The amount of the payments will depend on which group you are in and on the number of claims submitted. You can find out which group you are in listed above, or by using the unique Claim Number and PIN on your Notice to log in to the website. For the No Bankruptcy Group, the payment to members who submit a Valid Claim is expected to be approximately $1,000. For the Aged Bankruptcy Group, the payment is expected to be approximately $350. These estimates are based upon the typical claims rates in similar cases – the actual payment amounts will depend on the actual claims rates in this case and may be lower or higher. If the Court approves the Settlement and it becomes final and effective, you can choose to receive payment electronically through the website or a check will be mailed to the address listed on the claim form. You may update and/or confirm your address with the Settlement Administrator on the website.
EXCLUDE YOURSELF FROM THE SETTLEMENT	The Court will exclude from the Class any Class Member who requests exclusion in accordance with the terms of the Settlement Agreement. If you are excluded from the Class, you will receive no benefits from the Settlement or the lawsuit. Requesting exclusion is the only option that will retain your right to bring your own lawsuit against Trans Union about the claims described above. If you are not excluded from the Class, you will be bound by the judgment in the case. If you choose to request exclusion, you must do so by [DATE] and must do so by writing to the Settlement Administrator at the address below. For more information about how to exclude yourself, see **www.BrooksBankruptcyClassAction.com**.
OBJECT	You may object to any of the terms of the Settlement Agreement, including the proposed award of attorneys' fees of up to $2,770,000, the litigation expenses of up to $308,000 and/or the separate service award to Plaintiff of up to $50,000. For more information on these awards, including Class Counsel's request for fees which will be available on [date], see **www.BrooksBankruptcyClassAction.com**. Your deadline to object is [INSERT DATE]. You must do so by writing to the Settlement Administrator, and to the Court. For more information about how to submit an objection and what you must include, see **www.BrooksBankruptcyClassAction.com**.
GO TO A HEARING	You may speak at the Final Approval Hearing, set for [DATE] if you submit an objection by [DATE] and mail in a letter saying that you would like to appear and be heard at the hearing.

If you have questions, please visit the Settlement website at www.BrooksBankruptcyClassAction.com. You also may write with questions to the Settlement Administrator at Brooks v. Trans Union, LLC, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, or call the toll-free number, **[number]**. **Please do not contact Trans Union or the Court for information.**

EXHIBIT D

EXHIBIT D - MAIL NOTICE

Important Notice About
Class Action Settlement

You are receiving this Notice because you are entitled to benefits from a proposed class action settlement if you comply with the terms of the Settlement and the Court approves the Settlement. This Notice explains what the class action is about, what the Settlement will be, and how your rights may be affected. More information about the Settlement and the Settlement Agreement are available at **www.BrooksBankruptcyClassAction.com.**

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

QR

You are a member of the No Bankruptcy Group/Aged Bankruptcy Group

Brooks v. Trans Union, LLC
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

PRE-SORTED
First Class Mail
US Postage Paid
Permit No. XX

Claim Number: -##########
PIN: #########

<<MAIL ID>>
<<NAME 1>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<CITY, STATE ZIP>>

What is the Settlement about? A Settlement has been reached in a class action lawsuit against Trans Union, LLC ("Trans Union"). Plaintiff alleges that Trans Union violated the federal Fair Credit Reporting Act by selling consumer credit reports about consumers that contained inaccurate bankruptcy information. Trans Union denies any wrongdoing. You can read more about the lawsuit at **www.BrooksBankruptcyClassAction.com**.

Why am I being contacted? According to Trans Union's records, you are in the Settlement Class, which includes two groups. You can find out which group you are in by looking under the QR code on the other side of this card, or using the unique Claim Number and PIN on this Notice to log into the website.

What are the Settlement terms? Trans Union has agreed to pay $8,310,000.00 to resolve the case. This includes payments to Settlement Class Members, costs of administering the settlement, up to $50,000 in a service award to the named plaintiff, up to $2,770,000 in attorneys' fees, and up to $308,000 in litigation expenses. If the Court approves the Settlement and it becomes final, Settlement Class Members will give up their rights to assert claims against Trans Union related to reporting of bankruptcy remarks.

How do I get my Settlement payout? How you receive your payment depends on which group you are in. Members of the No Bankruptcy Group will automatically receive a $100 payment and can also submit a claim form to receive an additional higher payment. Members of the Aged Bankruptcy Group must submit a Claim Form. Claims must be submitted on the website. Payment amounts will depend on which group you are in. The Settlement website explains how payments are calculated, but all payments to persons who file a claim are expected to be over $350 but may be lower or higher.

You can exclude yourself or object to the Settlement. If you do not want to be bound by the Settlement, you must ask the Court to exclude you by sending written notice to the Settlement Administrator by [DATE], 2026. If you do not request exclusion, you will release your claims against Trans Union and you will be bound by the judgment in this action. You also have the option to object to the Settlement by [DATE], 2026. The Settlement website further explains how to exclude yourself or object.

Final Approval Hearing. The Court will hold a hearing on [DATE], 2026 to consider whether to approve the Settlement. Details about the hearing are on the settlement website. You may appear in this case through an attorney if you so desire.

Questions? If you have questions, please visit the Settlement website at **www.BrooksBankruptcyClassAction.com**. You may also write with questions to Brooks v. Trans Union, LLC, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486. **Please do not contact Trans Union or the Court for information.**

EXHIBIT E

LEGAL NOTICE OF CLASS ACTION SETTLEMENT

A Settlement has been reached in a class action lawsuit against Trans Union LLC, ("Trans Union") based on claims that Trans Union included inaccurate information regarding bankruptcy filings on consumer credit reports. The lawsuit is known as *Brooks v. Trans Union, LLC*, Civil Action No. 2:22-cv-00048-KSM (E.D. Pa.).

Plaintiff William Norman Brooks, III has alleged that Trans Union sold consumer credit reports about consumers that contained inaccurate bankruptcy information by including on the credit report a reference to a bankruptcy filing as part of a particular credit account (called a "remark"), where the same credit report does not contain a public record of a bankruptcy court filing. Plaintiff asserts that where there is no publicly available record of a bankruptcy filing within ten years before the date of the credit report, it is inaccurate to report bankruptcy information in this way.

Plaintiff's legal claim is that Trans Union willfully violated a federal law called the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* ("FCRA"), by failing to follow reasonable procedures to assure the maximum possible accuracy of the information on these consumer credit reports. Trans Union denies that it violated the Fair Credit Reporting Act or engaged in any wrongdoing. The Court in this case decided that all the legal requirements for a class action were met and ordered that the case move forward as a class action. The Court here has determined that it will likely be able to certify the Settlement Class for purposes of the Settlement and final judgment.

Trans Union has denied and continues to deny Plaintiff's allegations and denies that it has violated the FCRA or that it has engaged in any wrongful acts. Nevertheless, Plaintiff and Trans Union have agreed to resolve the claims of all persons covered by the lawsuit. This group is called the "Settlement Class." The Settlement Class is defined as follows:

> For the period beginning January 6, 2020 to January 31, 2023, all persons residing in the United States and its Territories to whom Trans Union sold a consumer report to a third party which included a bankruptcy remark on a tradeline, but with no reference to a bankruptcy record in the public record section of the same report, and for whom there is no government-held public record of a bankruptcy filing within ten (10) years prior to the date of the report.

According to Trans Union's records, you are a member of the Settlement Class. You may have received notice regarding this case in May or June 2025.

The Settlement Class includes some individuals for whom there was no locatable record of a bankruptcy filing at all, based on social security number searches of public records. These individuals make up the "No Bankruptcy Group." For the rest of the Settlement Class, public record searches identified only bankruptcies that were filed more than ten years before the date of the Trans Union credit report. These individuals make up the at the "Aged Bankruptcy Group."

Trans Union argues that it was still accurate to report bankruptcy information about members of the Settlement Class. The Court has not decided which side is right about this issue. However, members of the Aged Bankruptcy Group would face additional risks if the case moved forward. Therefore, the members of the No Bankruptcy Group will receive preferred benefits under the Settlement as described below to reflect their better litigation position.

Your Group is identified on your Notice, underneath the unique Claim Number and PIN. You can also use this information to log in to the Settlement website: **www.BrooksBankruptcyClassAction.com.**

To resolve the lawsuit, Trans Union has agreed to pay eight million three hundred ten thousand ($8,310,000) for the creation of a Settlement Fund that will be used for class member payments, administrative costs, attorneys' fees, litigation expenses, and a service award to Plaintiff. If the Court approves the Settlement and the Settlement becomes final and effective, members of the Settlement Class will give up their rights to assert claims against Trans Union related to Trans Union's reporting of bankruptcy remark information on credit reports. A summary of the terms of the Settlement is below – please read it carefully and note the deadlines to take action. You may enter an appearance in the case through an attorney if you so desire. There is more detailed information about the case and Settlement following the summary.

<table>
<tr><th colspan="2">SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</th></tr>
<tr><td>DO NOTHING</td><td>If you are in the No Bankruptcy Group, you do not need to submit a claim form to receive an automatic payment of $100. If the Court approves the Settlement and it becomes final and effective, a check will be mailed to the address maintained by Trans Union for you, and you will give up your right to bring your own lawsuit against Trans Union about claims related to inaccurate bankruptcy information reported by Trans Union.

If you are in the Aged Bankruptcy Group, <u>you must make a claim to receive a payment.</u> If you do not make a Valid Claim as described below,
you will not receive any money, and you will give up your right to bring your own lawsuit against Trans Union about claims related to inaccurate bankruptcy remark reporting.

You may update and/or confirm your address with the Settlement Administrator at the Settlement website located at www.BrooksBankruptcyClassAction.com.</td></tr>
<tr><td>SUBMIT A CLAIM</td><td>All Settlement Class Members can make a claim to receive a payment. Members of the No Bankruptcy Group can make a claim to receive a higher payment in addition to the automatic payment. Members of the Aged Bankruptcy Group <u>must</u> make a claim in order to receive money from the Settlement.

You must submit your claim form by [DATE]. You must submit your claim form at www.BrooksBankruptcyClassAction.com.

The amount of the payments will depend on which group you are in and on the number of claims submitted. You can find out which group you are in on your Notice, or by using the unique Claim Number and PIN on your notice to log in to the website.

For the No Bankruptcy Group, the payment to members who submit a Valid Claim is expected to be approximately $1,000. For the Aged Bankruptcy Group, the payment is expected to be approximately $350. These estimates are based upon the typical claims rates in similar cases – the actual payment amounts will depend on the actual claims rates in this case and may be lower or higher.

If the Court approves the Settlement and it becomes final and effective, you can choose to receive payment electronically through the website or a check will be mailed to the address listed on the claim form.</td></tr>
</table>

	You may update and/or confirm your address with the Settlement Administrator on the website.
EXCLUDE YOURSELF FROM THE SETTLEMENT	The Court will exclude from the Class any Class Member who requests exclusion in accordance with the terms of the Settlement Agreement. If you are excluded from the Class, you will receive no benefits from the Settlement or the lawsuit. Requesting exclusion is the only option that will retain your right to bring your own lawsuit against Trans Union about the claims described above. If you are not excluded from the Class, you will be bound by the judgment in the case. If you choose to request exclusion, you must do so by [DATE] and must do so by writing to the Settlement Administrator at the address below. For more information about how to exclude yourself, see **www.BrooksBankruptcyClassAction.com**.
OBJECT	You may object to any of the terms of the Settlement Agreement, including the proposed award of attorneys' fees of up to $2,770,000, the litigation expenses of up to $308,000 and/or the separate service award to Plaintiff of up to $50,000. For more information on these awards, including Class Counsel's request for fees which will be available on [date], see **www.BrooksBankruptcyClassAction.com**. Your deadline to object is [INSERT DATE]. You must do so by writing to the Settlement Administrator, and to the Court. For more information about how to submit an objection and what you must include, see **www.BrooksBankruptcyClassAction.com**.
GO TO A HEARING	You may speak at the Final Approval Hearing, set for [DATE] if you submit an objection by [DATE] and mail in a letter saying that you would like to appear and be heard at the hearing.

Read this notice carefully. This Notice advises you of the benefits that may be available to Settlement Class Members under the proposed Settlement and their rights and options. You may also review the full Settlement Agreement and the papers filed in support of approval of the Settlement at **www.BrooksBankruptcyClassAction.com**. These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The Court still has to decide whether or not to grant final approval to the Settlement. If it does, and any appeals are resolved, benefits will be distributed to members of the Settlement Class who comply with the terms of the Settlement Agreement, and all members remaining in the Settlement Class will be bound by the terms of the Settlement Agreement.

WHAT'S INCLUDED IN THIS NOTICE?

BASIC INFORMATION

1. Why is there a notice?

A court ordered that this Notice be provided because you have a right to know about the proposed Settlement of this class action lawsuit and its effect on you. This Notice explains the lawsuits, the Settlement, and your legal rights.

Judge Karen Spencer Marston, of the United States District Court for the Eastern District of Pennsylvania, is overseeing this case as *Brooks v. Trans Union, LLC*, Civil Action No. 2:22-cv-00048-KSM (E.D. Pa.).

The person who sued—William Norman Brooks, III—is the Plaintiff. Trans Union, LLC ("Trans Union") is the Defendant.

2. What is this case about?

Plaintiff alleges that Trans Union sold consumer credit reports about consumers that contained inaccurate bankruptcy information by including on the credit report a reference to a bankruptcy filing as part of a particular credit account (called a "remark,") where the same credit report does not contain a public record of a bankruptcy court filing. Plaintiff asserts that where there is no publicly available record of a bankruptcy filing within ten years before the date of the credit report, it is inaccurate to report bankruptcy information in this way.

Plaintiff asserts that Trans Union's actions violated sections 1681e(b) of the FCRA. Trans Union denies that it violated the FCRA or engaged in any wrongdoing. You can review the complaint and other documents filed in this lawsuit at **www.BrooksBankruptcyClassAction.com**.

3. Why is this a class action?

In a class action lawsuit, one or more people called the "Class Representatives," in this case William Norman Brooks, III, sue on behalf of other people who have similar claims. All of the people together are called a "Class" or "Class Members." The consumer reporting agency they sued, Trans Union, is called the Defendant. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class. The judge in this case decided that this lawsuit can proceed as a class action and move towards a trial.

You can read the court orders explaining why the case was allowed to proceed as a class action at **www.BrooksBankruptcyClassAction.com**.

4. Why is there a Settlement?

There has not been a decision in the case about whether Trans Union has violated the law, nor how much money, if any, should be awarded to anyone. Instead, the two sides have agreed to a Settlement that resolves all of the claims.

Trans Union has denied and continues to deny Plaintiffs' allegations and denies that it has violated the FCRA or that it has engaged in any wrongful acts. Nevertheless, Trans Union agreed to settle the litigation for the purpose of avoiding the further expense, inconvenience and distraction of burdensome and protracted litigation and to obtain the release, order and judgment contemplated by the Settlement.

WHO IS PART OF THE SETTLEMENT?

5. Who are the Settlement Class Members?

The Settlement Class Members include all persons who fall into the class definition. The Settlement Class is defined as:

> For the period beginning January 6, 2020 to January 31, 2023, all persons residing in the United States and its Territories to whom Trans Union sold a consumer report to a third party which included a bankruptcy remark on a tradeline, but with no reference to a bankruptcy record in the public record section of the same report, and for whom there is no government-held public record of a bankruptcy filing within ten (10) years prior to the date of the report.

The Settlement Class includes some individuals for whom there was no locatable record of a bankruptcy filing at all, based on social security number searches of public records. These individuals make up the "No Bankruptcy Group." For the rest of the Settlement Class, public record searches identified only bankruptcies that were filed more than ten years before the date of the Trans Union credit report. These individuals make up the "Aged Bankruptcy Group."

You can find out which group you are in by using the unique Claim Number and PIN on your notice to log in to the Settlement website located at **www.BrooksBankruptcyClassAction.com**. Class members may have received notice about this case in May or June 2025.

There are approximately 57,000 members of the Settlement Class. Approximately 21,000 of those members are in the No Bankruptcy Group. Approximately 36,000 of those members are in the Aged Bankruptcy Group.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Settlement Fund

Trans Union has agreed to establish a Settlement Fund of eight million three hundred ten thousand dollars ($8,310,000), which will be used to make payments to Settlement Class Members, including higher payments to the No Bankruptcy Group. The Settlement Fund will also cover the costs of administering the Settlement, up to $50,000 service award to Plaintiff William Norman Brooks, III, up to $2,770,000 in attorneys' fees and up to $308,000 in litigation expenses.

7. How much will my payment be?

The amount you receive in your payment will depend on which group you are in. If you are in the **No Bankruptcy Group**, and you do not exclude yourself from the Settlement, you will receive an automatic payment of $100. You can also submit a claim form to receive an additional higher payment, as described below. Members of the **Aged Bankruptcy Group** **must** make a claim in order to receive money from the Settlement.

The amount of the payments will depend on which group you are in and on the number of claims submitted. For the No Bankruptcy Group, the payment to members who submit a Valid Claim is expected to be approximately $1,000. For the Aged Bankruptcy Group, the payment is expected to be approximately $350. These estimates are based upon the typical claims rates in similar cases – the actual payment amounts will depend on the actual claims rates in this case and may be lower or higher.

8. When will I receive my payment?

Payments will be sent only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* "The Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient and check the settlement website for updates.

All Settlement Class Members can update their mailing address on the claim form. Settlement Class Members may also set up an electronic payment method through the website if preferred; otherwise, payment will be mailed via USPS as a paper check.

9. What am I giving up if I participate in the Settlement?

If the Settlement receives Final Approval from the Court, every Settlement Class Member agrees to release TransUnion and each of its members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of TransUnion's assets, stock, units or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents (including, without limitation, holding companies), subsidiaries and affiliates of any of the above; and the past, present and future principals, trustees, partners, insurers, officers, directors, employees, advisors, attorneys, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above (collectively, "Released Parties"), from any and all claims that were asserted in the Litigation or that could have been asserted in the Litigation, including claims under 15 U.S.C. §1681e(b) relating to the reporting of bankruptcies.

Sections 1(ii) and 12 of the Settlement Agreement describe the legal claims that you give up if you remain in the Settlement. You can view the Settlement Agreement on **www.BrooksBankruptcyClassAction.com**.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I exclude myself from the Settlement?

If you don't want to participate in the Settlement, and you want to keep the right to sue Trans Union on your own about the claims in this case, then you must take steps to request exclusion from the Settlement. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlement. If you are not excluded from the Settlement, you will be bound by the judgment in this action.

To request exclusion from the Settlement, you must submit a statement to the Settlement Administrator, directed to "Exclusion Requests – *Brooks v. Trans Union* Settlement Administrator," with the following information:

- Your full name, address, email address, and telephone number;
- A specific statement that you want to be excluded from the Settlement in this Action;
- The unique identifier included on the Notice you received via email or US Mail.

You must submit your exclusion request no later than [**DATE**], **2026** to Brooks v. Trans Union, LLC, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486

11. If I do not exclude myself, can I sue Trans Union for the same thing later?

No. If you do not exclude yourself, you will give up the right to sue Trans Union for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class if you want to pursue your own lawsuit.

12. If I exclude myself, will I receive a payment from the Settlement?

No. You will not receive a payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS

13. Do I have a lawyer in the case?

The Court has appointed counsel to represent you and others in the Settlement Class as "Class Counsel":

FRANCIS MAILMAN SOUMILAS, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these attorneys. If you want to be represented by your own lawyer, you may hire one at your own expense and appear in the case.

14. How will the lawyers be paid? What will the named plaintiff receive?

The attorneys representing the Class have handled this case on a contingency basis. To date, they have not been paid anything for their work since the case began in 2022. Class Counsel will request that the Court award attorneys' fees for the time and effort they have spent on this case and for reimbursement of the litigation expenses they have paid up front.

The amount that will be requested by Class Counsel will be $2,770,000 in attorneys' fees, up to $308,000 in litigation expenses, and up to $50,000 in service awards to William Norman Brooks, III.

Any approved amount of attorneys' fees and expenses or service award will be paid from the

Settlement Fund, and no Class Member will owe or pay anything directly for the attorneys' fees and expenses of Class Counsel.

<u>OBJECTING TO THE SETTLEMENT</u>

You can tell the Court that you do not agree with the Settlement or some part of it.

15. How do I tell the Court if I do not like the Settlement?

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, and/or Class Counsel's request for attorneys' fees and expenses. To object, you must either submit your objection on the case docket using the CM/ECF electronic filing system, or submit a letter to the Court at the following address:

Clerk of Court
U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA
601 Market Street
Philadelphia, PA 19106

You must also send a copy of your objection to the Settlement Administrator at: Brooks v. Trans Union, LLC, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486.

Your objection must be submitted on or before [DATE], 2026, and must include:

- The name of this action: *Brooks v. Trans Union, LLC*, Civil Action No. 2:22-cv-00048-KSM (E.D. Pa.);
- Your full name, address, email address and telephone number;
- A detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard;
- Any documents you wish to be considered in support of the objection;
- The identity of any lawyer representing you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement;
- Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between you or your counsel and any other person or entity;
- The identity of all counsel representing you who will appear at the Final Approval Hearing;
- All relief sought;
- The number of times you have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection;
- Whether you intend to appear and/or testify, or counsel representing you intends to appear, at the hearing that the Court has scheduled to determine whether to grant final approval of the Settlement and Class Counsel's request for attorneys' fees (the "Final Approval Hearing"); and,
- Your signature.

THE FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing to decide whether to grant final approval to the Settlement and whether to approve Class Counsel's request for attorneys' fees and expenses. You may attend and you may ask to speak, but you don't have to do so.

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

The Court has scheduled a Final Approval Hearing on **[DATE], 2026 at [TIME]** at the United States District Court, Eastern District of Pennsylvania, at the James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106. The hearing may be virtual or moved to a different date or time without additional notice, so check **www.BrooksBankruptcyClassAction.com** for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any requests by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement, as well as the request for attorneys' fees and expenses. We do not know how long these decisions will take.

17. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you may attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submit your written objection on time and it complies with the requirements set forth in Question 15 above and in Section 8 of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection that complies with the requirements set forth in Question 15 above and send a letter saying that you intend to appear and wish to be heard. Your notice of intention to appear must include the following:

- Your full name, address, and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for Settlement in *Brooks v. Trans Union, LLC*, Civil Action No. 2:22-cv-00048-KSM (E.D. Pa.);
- The reasons you wish to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

You must submit your Notice of Intention to Appear so that it is received no later than [DATE], 2026, to the addresses in Question 15 above. You must also send copies of the notice to Class Counsel and Defendant's Counsel.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

All Class Members who do nothing will give up the right to sue Trans Union for the claims that the Settlement resolves.

If you are a member of the **No Bankruptcy Group**, and you do nothing, you will still receive a $100 payment. If you are a member of the **Aged Bankruptcy Group**, and you do nothing, you will not receive any benefits from the Settlement.

GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain the complete Settlement Agreement at **www.BrooksBankruptcyClassAction.com**. You also may write with questions to the Settlement Administrator at Brooks v. Trans Union, LLC, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486 , or call the toll-free number, **[number]**. **Please do not contact TransUnion or the Court for information.**

EXHIBIT F

EXHIBIT F

First Name M.I. Last Name
Street Address 1
Street Address 2
City, ST Zip Code

CLAIM FORM

Complete this form to receive payment as described in the settlement notice and agreement.

I HEREBY CERTIFY AS FOLLOWS:

1. I AM THE PERSON IDENTIFIED ABOVE.

2. THE ADDRESS INFORMATION SET FORTH ABOVE IS CORRECT, OR MY CURRENT ADDRESS IS: ______________________________.

3. MY TELEPHONE NUMBER IS __________ AND MY E-MAIL ADDRESS IS _______________.

4. I DID NOT FILE FOR BANKRUPTCY IN THE TEN YEARS BEFORE [DATE].

5. TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, I EXPERIENCED THE FOLLOWING [CHECK ALL THAT APPLY]:

☐ My Trans Union credit score decreased as a result of the inclusion of bankruptcy information in my file

☐ I was denied credit, and one reason for the denial was the inclusion of bankruptcy information on a Trans Union credit report

I CERTIFY SUBJECT TO THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

___________________________ ___________________________
Signature Printed Name

Date: ___________________________

NOTE: FOR THIS CLAIM FORM TO BE VALID YOU MUST COMPLETE ALL PARTS, CHECK AT LEAST ONE BOX IN SECTION 5, AND SIGN UNDER OATH.

THIS CLAIM FORM MUST BE RETURNED TO THE FOLLOWING ADDRESS NO LATER THAN [________________*, 2026*]: [Settlement Administrator address]