

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

DUANE A. HINES, MARK NEUBAUER,
BRIAN JOSEPH OBLACK, and
FRANCISCO JOEL RIVERA on behalf of
themselves and all others similarly situated,

Plaintiff,

v.

EQUIFAX INFORMATION SERVICES LLC,

Defendant.

Case No. 1:19-cv-06701-RPK-JAM

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release (“Agreement”) is hereby entered into by and between the Class Representatives Duane A. Hines, Mark Neubauer, Brian Joseph Oblack and Francisco Joel Rivera, on behalf of themselves and all Settlement Class Members, and Defendant Equifax Information Services 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 Representatives 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. §§ 1681i(a)(1) and i(a)(2) and 1681e(a), and under the New York Fair Credit Reporting Act (“NYFCRA”), N.Y. Gen. Bus. Law 380-f, and state law analogues including N.J.S. § 56:11-36;

WHEREAS, the purpose of this Agreement is to settle the Released Claims of the Class Representatives 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;

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

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 Representatives' and the Class's allegations and 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 Amended Complaint, or otherwise incurred any liability, and has maintained that it has a number of defenses to the Class Representatives' 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 Representatives, 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 Representatives' or the Settlement Classes' allegations. Further, Defendant may challenge any claim 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 Representatives and the Settlement Class, or might result in a recovery that is less favorable to the Class Representatives and the Settlement Class, the Class Representatives 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 Representatives 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) **"CAFA"** means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715(a)-(d).
- (c) **"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 5(g) below.
- (d) **"Certified Group"** means the portion of the Settlement Class made up of "all persons residing in the United States and its Territories for whom (a) Equifax's records reflect that (i) Equifax received a mailed letter disputing one or more hard inquiries between October 4,

2016 and March 27, 2026, and (ii) whose inquiry dispute was coded as “not mine” (001) or “unauthorized” (383) by Equifax, and (iii) to whom Equifax sent a document containing “Cons Comm 664” (i.e., a statement that “inquiries are a factual record of file access”).

(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 asserted in the Litigation, arising out of the allegations set forth therein.

(h) “**Lead Class Counsel**” means James A. Francis, John Soumilas and Lauren KW Brennan of the law firm Francis Mailman Soumilas, P.C., and “**Class Counsel**” means Lead Class Counsel and Robert S. Sola of Robert S. Sola, P.C., James A. Feagle of Skaar & Feagle, LLP, and Micah S. Adkins of The Adkins Firm, P.C.

(i) “**Class Representatives**” means the named plaintiffs, Duane A. Hines, Mark Neubauer, Brian Joseph Oblack, and Francisco Joel Rivera.

(j) “**Court**” means the United States District Court for the Eastern District of New York.

(k) “**Defendant**” means Equifax Information Services LLC.

(l) “**Defendant’s Counsel**” means Zachary A. McEntyre of King & Spalding LLP and Ben W. Thorpe of Bondurant Mixson & Elmore LLP.

(m) “**Effective Date.**” If no appeal from the Final Approval Order is filed, then “Effective Date” means seven (7) calendar days after the time for filing an appeal from the Final Approval Order passes, and if an appeal from the Final Approval Order is filed, then “Effective Date” means seven (7) calendar days after the date on which all appeals from the Final Approval Order have been finally resolved and the Final Approval Order has been affirmed.

(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 6 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 9(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 A hereto.

(w) **“Final Judgment”** shall have the same meaning as Final Approval Order.

(x) **“General Dispute Group”** means the portion of the Settlement Class made up of all persons for whom Equifax’s records reflect that Equifax received one or more dispute of a hard inquiry between August 31, 2021 and March 27, 2026.

(y) **“Individual Settlement and Service Award”** means the payment made from the Settlement Fund to the Class Representatives for their service in the matter, as approved and directed by the Court.

(z) **“Litigation”** means the lawsuit filed by the Class Representatives in the United States District Court for the Eastern District of New York, captioned *Hines v. Equifax Information Services LLC*, Case No. 1:19-cv-06701, including the First Amended Complaint in said Litigation which incorporates in full the individual and class claims brought by the Class Representatives in *Rivera v. Equifax Info. Serv’s LLC*, No. 1:18-cv-4639-AT-CCB (N.D. Ga.), *Neubauer v. Equifax Info. Serv’s LLC*, No. 3:23-cv-01275-YY (D. Or.), and *Oblack v. Equifax Info. Serv’s LLC*, No. 3:25-cv-01997-ZNQ-TJB (D.N.J.). For the avoidance of doubt, all references to the Litigation in this Settlement Agreement incorporate in full the class and individual claims brought by Plaintiffs in these related cases, and all parties agree that the “Litigation” is not limited to the specific claims raised by the First Amended Complaint.

(aa) **“New York Subclass”** means the individuals who, during the period beginning November 27, 2017 and ending September 10, 2024, are consumers with an address in the State of New York to whom Equifax sent a document containing Cons Comm 664 (*i.e.*, a letter that includes the language, “inquiries are a factual record of file access”) in response to a mailed dispute of one or more hard inquiries, which Equifax coded as “not mine” (001) or “unauthorized” (383).

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

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

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

(ee) **“Parties”** means the Class Representatives and Defendant.

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

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

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

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

(jj) **“Previously Noticed Settlement Class Members”** means those members of the Settlement Class who were sent notice pursuant to the Court’s March 4, 2025 Order (ECF 76).

(kk) **“Released Claims”** means 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. §1681i(a)(1) and (2) and 1681e(a) and any state law analogues to those statutes, relating to hard inquiry disputes.

(ll) **“Released Parties”** means Equifax Information Services LLC and each of its members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of Equifax Information Services 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, attorneys, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above.

(mm) **“Settlement”** means the agreement between the Class Representatives, 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.

(nn) **“Settlement Administrator”** means Continental DataLogix, LLC.

(oo) **“Settlement Class”** means all persons residing in the United States and its Territories for whom (a) Equifax’s records reflect that (i) Equifax received a mailed letter disputing one or more hard inquiries between October 4, 2016 and March 27, 2026, and (ii) whose inquiry dispute was coded as “not mine” (001) or “unauthorized” (383) by Equifax, and (iii) to whom Equifax sent a document containing “Cons Comm 664” (i.e., a statement that “inquiries are a factual record of file access” (the “Certified Group”)); or (b) Equifax’s records reflect that Equifax received one or more dispute of a hard inquiry between August 31, 2021 and March 27, 2026 (the “General Dispute Group”).

(pp) **“Settlement Class Members”** means the individuals who make up the Settlement Class.

(qq) **“Settlement Fund”** means the Thirty Million Dollars and Zero Cents (\$30,000,000.00) to be paid by Defendant pursuant to the Agreement.

(rr) **“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.

(ss) “**Settlement Notice Date**” means the deadline for the Settlement Administrator to provide Settlement Notice to the Settlement Class Members pursuant to Section 4 herein.

(tt) “**Settlement Notice Plan**” means the plan for sending the Settlement Notice as provided for in Section 5 below.

(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, Plaintiffs 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 Plaintiffs file 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 Lead 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 4(g) below.

(B) On the day that it mails the CAFA Notice, the Settlement Administrator shall certify to Lead 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) Plaintiffs 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) Lead 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. THE SETTLEMENT FUND

(a) Creation and allocation of the Settlement Fund

The two installment payments described in this Section 3(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 Thirty Million Dollars and Zero Cents (\$30,000,000.00), in two installments as follows:

(i) First payment

The first payment into the Settlement Fund shall consist of the sum of One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00), 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 Twenty-Eight Million Five Hundred Thousand Dollars and Zero Cents (\$28,500,000.00) 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 fourteen (14) 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, who has submitted a Valid Claim, and who is not an Excluded Class Member, as calculated pursuant to Section 10(a) hereof.

(ii) Individual Settlement and Service Award

Within fourteen (14) calendar days of the Effective Date, the Settlement Administrator shall pay to each of the Class Representatives the amount of the Individual Settlement and Service Award as approved by the Court, up to a maximum of Twenty Thousand Dollars and Zero Cents (\$20,000.00) for Hines and Rivera and up to a maximum of Ten Thousand Dollars and Zero Cents (\$10,000.00) for Neubauer and Oblack.

(iii) Attorneys' Fees and Expenses

Within fourteen (14) calendar days after the Effective Date, the Settlement Administrator shall pay to Lead Class Counsel reasonable attorneys' fees and expenses in the amount awarded

by the Court, and Lead Class Counsel shall be responsible for distributions to additional Class Counsel.

(iv) Costs of Settlement Administration

Within fourteen (14) calendar days of the Settlement Administrator's receipt of the second payment described in section 3(a)(ii) above, the Settlement Administrator may make a payment to itself for further Notice and Administration Expenses with the written approval of Lead 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 Lead 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 Lead 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, and the funds shall be used for purposes of consumer credit education, counseling, advocacy, or financial literacy. 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-1(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.

4. 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 www.equifaxdisputeclaimaction.com is updated to reflect the Settlement not later than ten (10) 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 thirty (30) calendar days after the entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with a class list identifying all Settlement

Class Members other than the Previously Noticed Settlement Class Members, including the most recent email and mailing addresses available in Defendant's records (the "Class List").

(d) Email Addresses

The Settlement Administrator will obtain a current email address for each individual on the Class List for whom Defendant does not provide an email address pursuant to Section 4(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 4(c) or 4(d) above, the Administrator shall send notice via first-class USPS mail in the form of Exhibit D hereto to the address provided on the Class List, or for Previously Noticed Settlement Class Members, to the address the Settlement Administrator already has, by the Settlement Notice Date. For any Settlement Class Member whose email notice pursuant to Section 4(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 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 6 below.

(i) Processing Claim Forms

The Settlement Administrator shall receive and process Claim Forms in accordance with Section 8 below.

(j) Payments to Settlement Class Members

The Settlement Administrator shall prepare and deliver to Settlement Class Members payment in accordance with Section 10(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 3(a)(i) above.

(ii) Second payment

Within three (3) 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 3(a)(ii) above.

5. 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 9 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.

6. 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 – *Hines v. Equifax* 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.

7. 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 Lead 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.

8. CLAIMS PROCESS

All Settlement Class Members seeking compensation must submit a Claim Form on or before the Claims Submission Deadline, as set forth herein.

(a) Electronic Claim Form

To receive payment, 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 Lead 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 that does not include the required attestation of harm.

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 Lead 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.

9. FEE PETITION AND INDIVIDUAL SETTLEMENT AND SERVICE AWARD

(a) Fee Petition

Within the time specified by Section 2(c) above, Lead Class Counsel shall petition the Court for an award of attorneys' fees for all Class Counsel of up to Ten Million Dollars and Zero Cents (\$10,000,000.00), plus reimbursement of litigation costs and expenses of up to Two Hundred and Sixty Thousand Dollars and Zero Cents (\$260,000.00). 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 Representatives may, subject to Court approval, each receive from the Settlement Fund a one-time Individual Settlement and Service Award, up to a maximum of Twenty Thousand Dollars and Zero Cents (\$20,000.00) for Hines and Rivera and up to a maximum of Ten Thousand Dollars and Zero Cents (\$10,000.00) for Neubauer and Oblack. 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 Representatives agree to the releases in Section 11 below, regardless of the amount of any Individual Settlement and Service Award approved by the Court.

10. PAYMENTS TO SETTLEMENT CLASS MEMBERS

(a) Distribution Plan

Settlement Class Members who submit a Valid Claim (the "Claiming Class Members") will receive a *pro rata* share of the Net Settlement Proceeds 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 Net Settlement Proceeds 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 Certified Group will receive 3 Individual Pro Rata Points.
3. Claiming Class Members who are in the Certified Group and also in the New York Subclass will receive 4 Individual Pro Rata Points.
4. All other Claiming Class Members (including individuals in the General Dispute Group) will receive 1 Individual Pro Rata point.

Defendant's records will be the sole source of the information necessary for implementing the formula above, but the Settlement Administrator will be responsible for determining the application of the formula to each Claiming Class Member.

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

(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 14(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 4(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.

11. 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 Representatives 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 Representatives

Upon the Effective Date, the Class Representatives 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 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) Reservation of Rights

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

12. MODIFICATION

Except as limited by the provisions of Section 9 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.

13. TERMINATION OF AGREEMENT

(a) Non-Approval of Agreement

Except as limited by the provisions of Section 9 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 January 20, 2026, as if no Agreement had been negotiated or entered into and no First Amended Complaint had been filed. 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 Representatives, 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 January 20, 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.

14. 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 New York 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 New York, 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: **King & Spalding LLP**
1180 Peachtree Street, NE
Suite 1600
Atlanta, GA 30309
zmcentyre@kslaw.com
Attention: Zachary A. McEntyre

If to Plaintiff: Francis Mailman Soumilas, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103
jsoumilas@consumerlawfirm.com
Attention: John Soumilas

(o) Authorization of counsel

Lead Class Counsel, on behalf of the Settlement Class are expressly authorized by Class Counsel, the Class Representatives 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: 3/27/26, 2026


Duane A. Hines

Dated: _____, 2026

Mark Neubauer

Dated: _____, 2026

Brian Joseph Oblack

Dated: _____, 2026

Francisco Joel Rivera

FRANCIS MAILMAN SOUMILAS, P.C.

Dated: _____, 2026

By: _____

John Soumilas

*Attorneys for Plaintiff and
Settlement Class Members*

SKAAR & FEAGLE, LLP

Dated: _____, 2026

By: _____

James M. Feagle

*Attorney for Plaintiff and
Settlement Class Members*

THE ADKINS FIRM, P.C.

Dated: _____, 2026

By: _____

Micah S. Adkins

*Attorney for Plaintiff and
Settlement Class Members*

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Settlement Class Members*

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Dated: _____, 2026

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Dated: March 26, 2026

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Francisco Joel Rivera

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Dated: _____, 2026

By: _____

John Soumilas

*Attorneys for Plaintiff and
Settlement Class Members*

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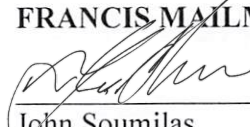
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Dated: _____, 2026

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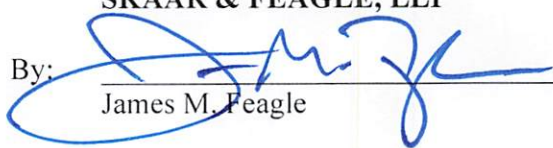

John Soumilas

*Attorneys for Plaintiff and
Settlement Class Members*

SKAAR & FEAGLE, LLP

Dated: March 26, 2026

By: _____


James M. Feagle

*Attorney for Plaintiff and
Settlement Class Members*

THE ADKINS FIRM, P.C.

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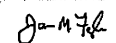
John Soumilas

*Attorneys for Plaintiff and
Settlement Class Members*

SKAAR & FEAGLE, LLP

Dated: MARCH 26, 2026

By: _____


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3/26/2026

James M. Feagle

*Attorney for Plaintiff and
Settlement Class Members*

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*Attorney for Plaintiff and
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By: _____

John Soumilas

*Attorneys for Plaintiff and
Settlement Class Members*

SKAAR & FEAGLE, LLP

Dated: _____, 2026

By: _____

James M. Feagle

*Attorney for Plaintiff and
Settlement Class Members*

THE ADKINS FIRM, P.C.

Dated: _March 26, 2026

By: _____

Micah S. Adkins

*Attorney for Plaintiff and
Settlement Class Members*

ROBERT S. SOLA, P.C.

Dated: _____, 2026

By: _____

Robert S. Sola

*Attorney for Plaintiff and
Settlement Class Members*

Dated: _____, 2026

Equifax Information Services LLCBy: Kristin ZielmanskiIts: VP, Litigation**KING & SPALDING LLP**

Dated: _____, 2026

By: _____

Zachary A. McEntyre
*Attorney for Defendant***BONDURANT MIXSON & ELMORE LLP**

Dated: _____, 2026

By: _____

Ben W. Thorpe
Attorney for Defendant

ROBERT S. SOLA, P.C.

Dated: _____, 2026

By: _____
Robert S. Sola

*Attorney for Plaintiff and
Settlement Class Members*

Dated: _____, 2026

Equifax Information Services LLC

By: _____

Its: _____

KING & SPALDING LLP

Dated: March 21, 2026

By: 

Zachary A. McEntyre
Attorney for Defendant

BONDURANT MIXSON & ELMORE LLP

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By: _____
Ben W. Thorpe
Attorney for Defendant

ROBERT S. SOLA, P.C.

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Robert S. Sola

*Attorney for Plaintiff and
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Its: _____

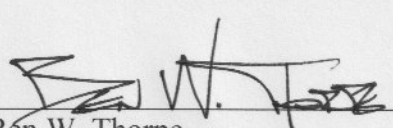
KING & SPALDING LLP

Dated: _____, 2026

By: _____

Zachary A. McEntyre
*Attorney for Defendant***BONDURANT MIXSON & ELMORE LLP**Dated: March 26, 2026

By: _____


Ben W. Thorpe
Attorney for Defendant

Dated: March 26, 2026

ROBERT S. SOLA, P.C.

By: Robert S. Sola
Robert S. Sola

*Attorney for Plaintiff and
Settlement Class Members*

Dated: _____, 2026

Equifax Information Services LLC

By: _____

Its: _____

KING & SPALDING LLP

Dated: _____, 2026

By: _____
Zachary A. McEntyre
Attorney for Defendant

BONDURANT MIXSON & ELMORE LLP

Dated: _____, 2026

By: _____
Ben W. Thorpe
Attorney for Defendant