

United States District Court  
Northern District of California

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

ELETTRA MEEKS, JOSEPH DELACRUZ,  
STEPHANIE LAGUNA, and AMBER  
LEONARD, *on behalf of themselves and others  
similarly situated,*

Plaintiffs,

v.

EQUIFAX INFORMATION SERVICES, LLC,

Defendant.

Case No.: 3:21-cv-07727-CRB

**~~[PROPOSED]~~ ORDER PRELIMINARILY  
APPROVING SETTLEMENT AND  
DIRECTING NOTICE TO CLASS**

This matter comes before the Court on the Motion for Preliminary Approval of Class Action Settlement Agreement. (ECF No. \_\_\_\_\_.) The Settlement Agreement has been filed with the Court, (ECF No. \_\_\_\_\_), and the definitions and terms set forth in the Settlement Agreement are incorporated herein by reference.

The Court, having reviewed the Settlement Agreement entered by the Parties, hereby ORDERS that:

1. The Court has jurisdiction over the subject matter of the Lawsuit and over each settling Party.
2. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Settlement Agreement. The Settlement Agreement entered between the Parties as of \_\_\_\_\_, 2023 (ECF No. \_\_\_\_\_), appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. Accordingly, for settlement purposes only, the proposed Settlement is preliminarily approved, pending a Final Approval Hearing, as provided for herein.

**The Settlement Class**

3. The Court has considered the proposed settlement of the claims asserted by a class of consumers defined as follows (the “Settlement Class”):

All persons located in the United States identified by Equifax as having (i) an account pertaining to a Tribal Loan, which was furnished to Equifax by Midwest Recovery and/or CACI, reporting on their Equifax credit file at any time during the

1 Class Period and (ii) had a hard inquiry on their Equifax credit file by a third party  
2 during the Class Period and at a time when such an account was reporting on their  
Equifax credit file.

3 Excluded from the Settlement Class are (i) Equifax, any entity in which Equifax  
4 has a controlling interest, and Equifax's officers, directors, legal representatives,  
5 Successors, Subsidiaries, and assigns; (ii) any judge, justice, or judicial officer  
6 presiding over the Lawsuit and the members of their immediate families and  
7 judicial staff; and (iii) any individual who timely and validly opts out of the  
Settlement Class.

8 4. As to the Settlement Class, the prerequisites to a class action under Fed. R. Civ. P. 23(a)  
9 have been preliminarily satisfied, for settlement purposes only, in that:

- 10 a. The Settlement Class appears to consist of more than 100 members that are  
11 geographically dispersed such that joinder of all members is impracticable;  
12 b. The Settlement Class Representatives' claims appear to be typical of those of  
13 the other members of the Settlement Class;  
14 c. There appear to be questions of fact and law that are common to all members  
15 of the Settlement Class; and,  
16 d. the Settlement Class Representatives appear to be able to fairly and adequately  
17 protect the interests of the Settlement Class and have retained Class Counsel  
18 experienced in consumer class action litigation who appear to be able to  
adequately represent the Settlement Class.

19 For settlement purposes only, the Court finds that the Settlement Class is preliminarily maintainable  
20 as a class action under Fed. R. Civ. P. 23(b)(3) because it appears that class treatment of these claims  
21 will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and  
22 that a class action is superior to other available methods for a fair and efficient adjudication of this  
23 controversy.

24 5. As to class membership, the Class List is determinative. No individual shall be bound  
25 by the releases in the Settlement Agreement or entitled to the benefits of membership in the Settlement  
26 Class unless such individual appears on the Class List. Pursuant to the Settlement Agreement, Equifax  
27 shall provide the Settlement Administrator with the Class List no later than \_\_\_\_\_ (30  
28

1 days after entry of a Preliminary Approval Order).

2 6. The Court appoints Continental DataLogix, LLC as Settlement Administrator. The  
3 Settlement Administrator shall implement the agreed-upon notice plan in accordance with the  
4 Settlement Agreement. To the extent the Parties or Settlement Administrator determine that ministerial  
5 changes to the class notices are necessary before disseminating them to the Settlement Class Members,  
6 they may make such changes without further application to the Court.

7 7. The Court finds the proposed manner of giving notice, as further detailed in the  
8 Settlement Agreement and Motion for Preliminary Approval of Class Action Settlement Agreement,  
9 and as amended by the Court (see attached),  
10 satisfies the requirements of Fed. R. Civ. P. 23 and due process, and shall constitute due and sufficient  
11 notice to all persons entitled thereto. Initial notice to the Settlement Class shall be substantially  
12 completed by \_\_\_\_\_ (60 days after entry of a Preliminary Approval Order).

13 8. In addition to the injunctive relief to be provided to the Settlement Class, the Settlement  
14 Agreement establishes a process for Settlement Class Members to submit claims for a \$500 Settlement  
15 Payment. The Court approves of this claims process and directs that the Settlement Administrator  
16 effectuate the claims process according to the terms of the Settlement Agreement. The Claims  
17 Deadline shall be \_\_\_\_\_ (120 days after entry of a Preliminary Approval Order).

18 9. No later than \_\_\_\_\_ (194 days after entry of a Preliminary Approval Order),  
19 Class Counsel shall file a motion seeking any Attorneys' Fees and Service Awards in connection with  
20 the Settlement.  
21

22 10. All Settlement Class Members on the Class List shall be given the opportunity to opt  
23 out of the Settlement Class. Such a consumer may request to be excluded from the Settlement Class  
24 by sending a written request for exclusion to the Settlement Administrator (at the address listed on the  
25 class notice materials and website), postmarked no later than the Opt-Out Deadline, \_\_\_\_\_  
26 (215 days after entry of a Preliminary Approval Order). To be valid, the written request must:

- 27 a. Identify the case name and number of the Lawsuit;

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- b. Identify the name, address, and telephone number of the Settlement Class Member seeking exclusion;
- c. Be personally signed by the Settlement Class Member seeking exclusion;
- d. Include a statement clearly indicating the Settlement Class Member’s intent to be excluded from the Settlement; and
- e. Request exclusion only for that one Settlement Class Member whose personal signature appears on the request.

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

11. Any Settlement Class Member may object to the Settlement. Any objections must be postmarked no later than the Objection Deadline, \_\_\_\_\_ (215 days after entry of a Preliminary Approval Order). Objections must be submitted to the Court at the following address: Clerk of Court at Phillip Burton Federal Building & United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102. To be valid, objections must include the following information:

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

counsel.

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2 In addition to the foregoing requirements, if an objecting Settlement Class Member is represented  
3 by counsel and such counsel intends to speak at the Final Approval Hearing, the written objection  
4 must include the identity of any witnesses whom the objecting Settlement Class Member intends to  
5 call to testify at the Final Approval Hearing and a detailed description of any evidence the objecting  
6 Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits  
7 the objecting Settlement Class Member may introduce at the Final Approval Hearing.  
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9 12. Any Settlement Class Member who fails to object to the Settlement in the manner  
10 described above shall be deemed to have waived any such objection, shall not be permitted to object  
11 to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from  
12 seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.  
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14 13. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is  
15 otherwise terminated for any reason before the Effective Date, then the Settlement Class shall be  
16 decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and  
17 statements made in connection therewith, shall be without prejudice to any Party and shall not be  
18 deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition  
19 of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had  
20 not been negotiated, made, or filed with the Court.  
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22 14. The Court appoints Plaintiffs Meeks, Delacruz, Laguna, and Leonard as the Settlement  
23 Class Representatives. The Court also appoints the law firms of Consumer Litigation Associates, P.C.,  
24 Gupta Wessler, PLLC, and Kelly Guzzo, PLC as counsel for the Settlement Class (“Class Counsel”).  
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26 15. No later than \_\_\_\_\_ (229 days after entry of a Preliminary Approval  
27 Order), the Settlement Class Representatives shall file a motion seeking final approval of the  
28 Settlement and entry of a Final Approval Order and Judgment.

1           16.     The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on  
2           \_\_\_\_\_ (at least 243 days after entry of a Preliminary Approval Order) at \_\_\_\_\_AM/PM  
3 [in person in Courtroom 6 – 17th Floor, San Francisco Courthouse, 450 Golden Gate Avenue, San  
4 Francisco, CA 94102 / by Zoom. The credentials to access Judge Breyer’s online courtroom are:  
5 [https://cand-](https://cand-uscourts.zoomgov.com/j/1611472837?pwd=cy81NUdINWZmeEpFUjlHRXM3djZ5QT09)  
6 [uscourts.zoomgov.com/j/1611472837?pwd=cy81NUdINWZmeEpFUjlHRXM3djZ5QT09](https://cand-uscourts.zoomgov.com/j/1611472837?pwd=cy81NUdINWZmeEpFUjlHRXM3djZ5QT09), Webinar  
7 ID: 161 147 2837, and Password: 785243. That hearing will occur for the following purposes:

- 8
- 9                   a. To determine whether the proposed settlement is fair, reasonable, and adequate  
10                   and should be granted final approval by the Court;
  - 11                   b. To determine whether a final judgment should be entered dismissing the claims  
12                   of the Settlement Class Representatives and Settlement Class Members with  
13                   prejudice, as required by the Settlement Agreement;
  - 14                   c. To consider the application of Class Counsel for an award of Attorneys’ Fees  
15                   and for any Service Award to the Settlement Class Representatives; and  
16                   d. To rule upon other such matters as the Court may deem appropriate.
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18           17.     Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be  
19     construed or used as an admission or concession by or against the Defendant or any of the Released  
20     Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Settlement  
21     Released Claims. This Preliminary Approval Order is not a finding of the validity or invalidity of any  
22     claims in this Lawsuit or a determination of any wrongdoing by the Defendant or any of the Released  
23     Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion,  
24     position, or determination of this Court, one way or the other, as to the merits of the claims and  
25     defenses of Plaintiffs, the Settlement Class Members, or the Defendant.

26           18.     The Court retains exclusive jurisdiction over this action to consider all further matters  
27     relating to the enforcement of the Settlement and the injunctive relief provided therein.

28           19.     Summary of Deadlines. The Settlement Agreement shall be administered according to

1 its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and  
 2 this Order include, but are not limited to, the following:

<u>EVENT</u>	<u>TIMING</u>
Deadline for Equifax to provide Class List to Settlement Administrator	[30 days after entry of Preliminary Approval Order]
Notice Date	[60 days after entry of Preliminary Approval Order]
Claims Deadline	[180 days after entry of Preliminary Approval Order]
Deadline for Class Counsel for File Motion for Attorneys' Fees and Service Awards	[194 days after entry of Preliminary Approval Order]
Objection Deadline	[215 days after entry of Preliminary Approval Order]
Opt-Out Deadline	[215 days after entry of Preliminary Approval Order]
Deadline for Settlement Class Representatives to File Motion for Final Approval of Settlement	[229 days after entry of Preliminary Approval Order]
Final Approval Hearing	[At least 243 days after entry of Preliminary Approval Order]

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**It is SO ORDERED.**

DATED: August 21, 2023



Hon. Charles R. Breyer  
 United States District Judge

**EXHIBIT B** as modified by the Court



UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

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

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

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

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

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

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

## BASIC INFORMATION

### 1. Why was this notice issued?

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

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

### 2. What is this lawsuit about?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[Add brief summary of injunctive relief]**

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

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

**A claim form is attached.**

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

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

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

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

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

(See Q11)

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

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

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

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

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

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

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

**[insert name and address]**

To be valid, the proposed exclusion request must:

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

exclusion;

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

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

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

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

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

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

No. If you exclude yourself from the Settlement Class, you will not be eligible to receive a Settlement Payment. **[address what happens re injunctive relief]**

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

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

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

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

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

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

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

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

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

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

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

All objections must contain the following information:

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

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

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

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

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

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

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

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

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

If you do object, you remain a Class Member and you will be bound by the Settlement if the Court approves it.

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

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

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

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

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

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

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

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



not necessary.

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

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

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

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

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

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

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

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

You also may write with questions to the Settlement Administrator at ██████████, email ██████████, or call the toll-free number, ██████████.

**CONTACT**

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