

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

DUANE E. NORMAN, SR.,
on behalf of himself and all others similarly situated,

v.

TRANS UNION, LLC.

No. 2:18-cv-05225-GAM

**INTERIM FINDINGS AND ORDER PRELIMINARILY APPROVING
SETTLEMENT
AND DIRECTING NOTICE TO CLASS**

The Court, having reviewed the Plaintiff's unopposed motion and the Settlement Agreement, hereby enters an Order incorporating the following interim findings and conclusions:

1. The Court has considered the proposed settlement of the claim asserted under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* ("FCRA") by a Settlement Class of consumers defined as follows:

All consumers with an address in the United States and its territories to whom TransUnion sent its "502 Letter" in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.¹

2. The Settlement Agreement entered between the parties as of February 24, 2025 appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. The terms and deadlines for filings set forth in the Settlement Agreement, and attachments to the Settlement Agreement, are hereby fully incorporated by reference.

3. For settlement purposes only, the proposed settlement is preliminarily approved, pending a Final Approval Hearing, as provided for herein.

4. The Parties agree that the Settlement Class includes approximately 485,000 consumers.

¹ The class definition is hereby amended to reflect a Class Period of December 5, 2016 to January 31, 2025.

5. The Court has previously appointed Duane E. Norman, Sr. as the class representative.

6. The Court has also previously appointed the firms Francis Mailman Soumilas, P.C. and Flitter Milz, P.C. as counsel for the Class (“Class Counsel”).

7. The Court appoints American Legal Claims Services, LLC as the Settlement Administrator.

8. The Court will hold a Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e) on Monday, July 21, 2025, at the United States District Court, Eastern District of Pennsylvania, at U.S. Courthouse, 601 Market Street, Philadelphia, PA, at 10 a.m. for the following purposes:

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

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

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

9. As is provided in Section 5(c) of the Settlement Agreement, Defendant will provide an updated class list to the Settlement Administrator within thirty (30) days of the date of this Order.

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

11. The Court also approves the parties’ Notices, which are attached to the Settlement Agreement as Exhibit C and Exhibit D. To the extent the parties or Settlement Administrator

determine that ministerial changes to the Notice are necessary before disseminating it to the Class Members, they may make such changes without further application to the Court.

12. The Court approves the parties' Notice plan, as set forth in Section 5(e)-(f) of the Settlement Agreement. The Court finds this manner of giving notice fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process.

13. If a Settlement Class Member chooses to request exclusion from the class, such Settlement Class Member is required to submit a request for exclusion to the Settlement Administrator, post-marked on or before the Exclusion Deadline, specified in the Settlement Notice. The request for exclusion must include the items identified in the Settlement Agreement pertaining to requests for exclusion. A Settlement Class Member who submits a valid request for exclusion using the procedure identified, and does not otherwise submit a Claim Form, shall be excluded from the Settlement Class for all purposes. No later than seven (7) days after the Objection Deadline, the Settlement Administrator shall prepare a declaration listing all the valid Exclusion Requests received and shall provide the declaration and list to Class Counsel and Defendant's counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

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

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

Class United States Mail to the Settlement Administrator, and sent to the Clerk of the Court either by First Class United States Mail or filed with the Court via CM/ECF.

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

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

16. All briefs, memoranda, petitions, and affidavits to be filed in support of an individual service award to the Class Representative and/or in support in support of Class Counsel’s application for fees, costs and expenses, shall be filed not later than fourteen (14) days prior to the Objection Deadline. All other briefs, memoranda, petitions and affidavits that Class

Counsel intends to file in support of final approval shall be filed not later than fourteen (14) days before the Final Approval Hearing.

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

18. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

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

BY THE COURT:

/s/ Gerald Austin McHugh
United States District Judge

Dated: February 24, 2025