

Wilson v. TransUnion, LLC

United States District Court for the Southern District of Indiana

Case No. 1:23-cv-131-JPH-MJD

Settlement and Release Agreement

This Settlement and Release Agreement (the “Agreement”) dated as of May 22, 2025, 2025 is entered into by Plaintiff Mandy Wilson (“Plaintiff”) on behalf of the Settlement Class defined herein, and TransUnion, LLC (“TransUnion”). Plaintiff and TransUnion are each individually a “Party” and are collectively the “Parties.” The Parties hereby agree to the following terms in full settlement of the action titled *Mandy Wilson v. TransUnion, LLC*, Case No. 1:23-cv-131-JPH-MJD (S.D. Ind.) (the “Action”), subject to Final Approval, as defined below, by the United States District Court for the Southern District of Indiana (the “Court”).

I RECITALS

WHEREAS, on January 20, 2023, Plaintiff filed the Action and alleges in the Complaint that TransUnion violated the Fair Credit Reporting Act (“FCRA”) by disclosing certain consumer report data to a third party through its Triggers for Collection (“TFC”) service without a permissible purpose;

WHEREAS, TransUnion has denied, and continues to deny, each and every claim and allegation of wrongdoing asserted in the Action, and TransUnion believes it would ultimately be successful in its defense of all claims asserted in the Action;

WHEREAS, the Parties have concluded that because further litigation involves risks and could be protracted and expensive, settlement of the Action is advisable;

WHEREAS, Plaintiff also, in consultation with her counsel, believes that the Settlement set forth in this Agreement and as defined below provides substantial benefits to Plaintiff and the Settlement Class, is fair, reasonable, and adequate, and is in the best interests of Plaintiff and the Settlement Class.

NOW THEREFORE, the Parties agree that the Action shall be fully and finally compromised, settled, released, and dismissed with prejudice, subject to the terms and conditions of this Agreement and subject to Final Approval as set forth herein.

II TERMS OF THE SETTLEMENT

Section 1. Definitions

In addition to the terms defined elsewhere in this Agreement, the following capitalized terms used in this Agreement shall have the meanings specified below:

1.1 “Administrative Costs” means all costs, fees, and expenses of the Administrator that are associated with providing notice of the Settlement to the Settlement Class, administering and distributing the Settlement Amount to Class Members, or otherwise administering or carrying out the terms of the Settlement, including but not limited to postage and telecommunications costs.

1.2 “Administrator” means Continental DataLogix.

1.3 “Adjustments” means, collectively, the Class Representative Service Award, the Administrative Costs, and the Fee & Expense Award.

1.4 “TransUnion Releasees” has the meaning ascribed to it in Section 2.3(a).

1.5 “Class Counsel” means SmithMarco, P.C. and Bardo Law, P.C.

1.6 “Class Member” means a person who falls within the definition of the Settlement Class.

1.7 “Class Member Award” means an award to a Class Member of funds from the Net Cash Settlement Amount.

1.8 “Class Notice” means Exhibit B hereto.

1.9 “Class Period” means the period between January 20, 2021 and December 31, 2023.

1.10 “Class Representative Service Award” has the meaning ascribed to it in Section 3.1.

1.11 “Complaint” means the First Amended Complaint filed in the Action on April 12, 2023.

1.12 “Cy Pres Recipients” means the National Center for Law and Economic Justice and the National Consumer Law Center.

1.13 “Data Productions” mean, collectively, the files produced by TransUnion in the Action on February 27, 2024 with Bates numbers TU_0000630 through TU_0000633 and the Excel file produced by PRA in the Action on May 1, 2024 titled “2024-05-01 - TU_DELETE_FINAL_DOCUMENT_05012024.”

1.14 “Effective Date” shall mean when the last of the following has occurred: (1) the day following the expiration of the deadline for appealing Final Approval if no timely appeal is filed, or (2) if an appeal of Final Approval is taken, the date upon which all appeals (including any requests for rehearing or other appellate review), as well as all further appeals therefrom (including all petitions for certiorari) have been finally resolved with an affirmance of the Final Approval Order, and the deadline for taking any further appeals has expired such that no future appeal is possible; or (3) such date as the Parties otherwise agree in writing.

1.15 “Fee & Expense Award” has the meaning ascribed to it in Section 3.2.

1.16 “Final Approval” means entry of the Final Approval Order.

1.17 “Final Approval Hearing” means the date the Court holds a hearing on Plaintiff’s motion seeking Final Approval.

1.18 “Final Approval Order” means the document attached as Exhibit C hereto.

1.19 “National Change of Address Database” means the change of address database maintained by the United States Postal Service.

1.20 “Net Cash Settlement Amount” means the Settlement Amount, less the Adjustments.

1.21 “Objection Deadline” means ninety (90) calendar days after Preliminary Approval (or other date as ordered by the Court).

1.22 “Opt-Out Deadline” means ninety (90) calendar days after Preliminary Approval (or other date as ordered by the Court).

1.23 “PRA” means third party Portfolio Recovery Associates, LLC.

1.24 “Preliminary Approval” means entry of the Preliminary Approval Order.

1.25 “Preliminary Approval Order” means the document attached as Exhibit A hereto.

1.26 “Released TransUnion Claims” has the meaning ascribed to it in Section 2.3(a).

1.27 “Settlement” means the settlement of the Action by the Parties and the terms thereof contemplated by this Agreement.

1.28 “Settlement Amount” means Two Million Five-Hundred Thousand Dollars (\$2,500,000.00).

1.29 “Settlement Class” has the meaning ascribed to it in Section 2.1.

1.30 “Settlement Fund Account” means the account into which TransUnion will deposit the Net Cash Settlement Amount.

1.31 “TFC” means Triggers for Collection.

1.32 “URN” means the User Reference Number assigned by PRA to consumers which it monitored through TFC.

Section 2. The Settlement

2.1 The Settlement Class

(a) Solely for purposes of this Settlement, the Parties agree to certification of the following Settlement Class under Fed. R. Civ. P. 23(b)(3):

All natural persons within the United States and its territories who: (1) were assigned a User Reference Number (“URN”) listed within the Data Productions provided by TransUnion and third party collection agency Portfolio Recovery Associates LLC (“PRA”); (2) which Data Productions show that TransUnion sent PRA data through its Triggers For Collection (“TFC”) product for that URN, (3) more than two business days after PRA submitted a request to delete that URN from TFC; (4) between January 20,

2021 and December 31, 2023.

(b) In the event that the Settlement does not receive Final Approval, or in the event the Effective Date does not occur, the Parties shall not be bound by this definition of the Settlement Class, shall not be permitted to use it as evidence or otherwise in support of any argument or position in any motion, brief, hearing, appeal, or otherwise, and TransUnion shall retain its right to object to the maintenance of this Action as a class action and the suitability of the Plaintiff to serve as a class representative.

2.2 Settlement Benefits

(a) Monetary Relief

(1) Settlement Amount. TransUnion will provide the \$2.5 million Settlement Amount in cash.

(2) Calculation of Class Member Awards. Each Class Member whose consumer-report data was furnished to PRA through TFC more than two business days after PRA's deletion request for them during the Class Period shall be entitled to receive a cash payment from the Net Cash Settlement Amount. The Net Cash Settlement Amount will be divided by the URNs associated with unique individuals, to yield a per-person figure. Each Class Member Award shall equal the per-person figure.

2.3 Releases.

(a) Class Member Release. Upon the Effective Date, Plaintiff and each Class Member who has not opted out of the Settlement Class pursuant to the procedures set forth in Section 2.5 releases, waives, and forever discharges TransUnion and each of its present, former, and future parents, predecessors, successors, assigns, assignees, affiliates, conservators, divisions, departments, subdivisions, owners, partners, principals, trustees, shareholders, joint ventures, co-venturers, officers, and directors (whether acting in such capacity or individually), attorneys, vendors, insurers, accountants, nominees, agents (alleged, apparent, or actual), representatives, employees, managers, administrators, and each person or entity acting or purporting to act for them or on their behalf (collectively, "TransUnion Releasees") from any and all claims they have or may have against the TransUnion Releasees with respect to furnishing of their consumer-report data through TFC including, but not limited to, (i) any claim or issue which was or could have been brought relating to TFC against any of the TransUnion Releasees in the Action and (ii) any claim that the disclosure of their consumer-report data to PRA through TFC violated Section 1681b of the FCRA in all cases, including any and all claims for damages, injunctive relief, interest, attorney fees, and litigation expenses (the "Released TransUnion Claims").

(b) Unknown Claims. Subject to and in accordance with this Agreement, even if the Plaintiff and/or Class Members may discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released TransUnion Claims, Plaintiff and each Class Member, upon entry of Final Approval of the Settlement, shall be deemed to have and by operation of the Final Approval Order, shall have, fully, finally, and forever settled and released all of the Released TransUnion

Claims. This is true whether such claims are known or unknown, suspected, or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

(c) **Covenant Not to Sue.** Plaintiff and the Settlement Class covenant not to sue or otherwise assert any claims for violations of the FCRA against TransUnion challenging TransUnion's conduct or practices with respect to the transmission of consumer-report data to PRA through TFC including, but not limited to, any claims arising under the FCRA or any state credit reporting statute, during the Class Period.

2.4 Notice Procedures

(a) **Class Action Administrator.** The Administrator shall perform the duties, tasks, and responsibilities associated with providing notice and administering the Settlement. All Administrative Costs will be paid out of the Settlement Amount.

(b) **Provision of Information to Administrator.** Within ten (10) calendar days of Preliminary Approval, TransUnion will provide the Administrator with the following information from the Data Productions provided by TransUnion, which will be kept strictly confidential between the Administrator and the Parties, for each Class Member: (i) name and (ii) last known mailing address. The (i) name and (ii) last known address for the Class Members identified in the Data Productions provided by PRA will be provided to the administrator by PRA, which will be kept strictly confidential between the Administrator and the Parties. The Administrator shall use the data provided by TransUnion and PRA—which shall be considered conclusive—to make the calculations required by the Settlement. The Administrator shall use this information solely for the purpose of administering the Settlement.

(c) **Class Notice.** Within thirty (30) calendar days of Preliminary Approval, or by the time specified by the Court, the Administrator shall send the Class Notice in the form attached hereto as Exhibit B by U.S. Mail, or in such form as is approved by the Court, to the Class Members. The Administrator shall also maintain a website containing the Complaint, Class Notices, Plaintiff's motion seeking Preliminary Approval, the Preliminary Approval Order, Plaintiff's motion seeking Final Approval, and the Final Approval Order until at least ninety (90) calendar days after Final Approval. It will be conclusively presumed that the intended recipients received the Class Notices if the Administrator did not receive a bounce-back message and if mailed Class Notices have not been returned to the Administrator as undeliverable within fifteen (15) calendar days of mailing. No later than one hundred eleven (111) calendar days after Preliminary Approval, the Administrator shall provide the Parties with a declaration that Class Notice was given.

(d) Within thirty (30) calendar days of Preliminary Approval, TransUnion will fund the Settlement Fund Account with funds sufficient for the Administrator to send the Class Notice.

2.5 Opt-Outs and Objections.

As set forth below, Class Members shall have the right to opt out of the Settlement Class and this Settlement or to object to this Settlement.

(a) **Requirements for Opting Out.** If a Class Member wishes to be excluded from the Settlement Class and this Settlement, that Class Member is required to submit to the Administrator at the website address or the postal address listed in the Class Notices, a written, signed, and dated statement that he or she is opting out of the Settlement Class and understands that he or she will not receive a Class Member Award from the Settlement of the Action. To be effective, this opt-out statement (i) must be received by the Administrator by the Opt-Out Deadline, (ii) include the Class Member's name, last four digits of his or her social security number, and (iii) must be personally signed and dated by the Class Member. The Administrator will, within five (5) business days of receiving any opt-out statement, provide counsel for the Parties with a copy of the opt-out statement. Further, the Administrator will, within one hundred eleven (111) calendar days of Preliminary Approval, provide the Parties with a list of all persons who timely submitted opt-out statements. The Parties will, no later than one hundred twenty-five (125) calendar days after Preliminary Approval, file a list of all persons that submitted a valid opt-out statement. The Settlement Class will not include any individuals who send timely and valid opt-out statements, and individuals who opt out are not entitled to receive a Class Member Award under this Settlement. If 2% or more of the Class Members opt out of the settlement in accordance with this provision, TransUnion shall have the right to terminate this Agreement and the Settlement and will have no further obligations under the Agreement unless TransUnion waives in writing its right to terminate the Agreement under this section.

(b) **Objections.** Any Class Member who has not submitted a timely opt-out form and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement must both file a written objection with the Court by the Objection Deadline and send that written objection to TransUnion's counsel and to Class Counsel at the addresses listed below.

To be valid and considered by the Court, an objection must (i) be received on or before the Objection Deadline; (ii) state each objection the Class Member is raising and the specific legal and factual bases for each objection; (iii) include proof that the individual is a member of the Settlement Class; (iv) identify, with specificity, each instance in which the Class Member or his or her counsel has objected to a class action settlement in the past five (5) years; and (v) be personally signed by the Class Member. All evidence and legal support a Class Member wishes to use to support an objection must be filed with the Court and sent to the Parties by the Objection Deadline.

The Administrator will, no later than one hundred eleven (111) calendar days after Preliminary Approval, provide the Parties with a list of all persons who timely objected to the Settlement. The Parties will, no later than one hundred twenty-five (125) calendar days after Preliminary Approval, file with the Court a list of persons who validly objected to the Settlement. Plaintiff and TransUnion may file responses to any objections that are submitted. Any Class Member who timely files and serves an objection in accordance with this Section may appear at the Final Approval Hearing, either in person or through an attorney, if the Class

Member files a notice indicating that he/she wishes to appear at the Final Approval Hearing with the Clerk of Court no later than twenty (20) calendar days before the Final Approval Hearing. A Class Member who wishes to appear at the Final Approval Hearing must also send a copy of the notice indicating that he/she wishes to appear to TransUnion's counsel and to Class Counsel twenty (20) calendar days before the Final Approval Hearing. Failure to adhere to the requirements of this section will bar a Class Member from being heard at the Final Approval Hearing, either individually or through an attorney, unless the Court otherwise orders.

The Parties shall have the right to take discovery, including via subpoenas *duces tecum* and depositions, from any objector.

(c) Waiver of Objections. Except for Class Members who opt out of the Settlement Class in compliance with the foregoing, all Class Members will be deemed to be members of the Settlement Class for all purposes under this Agreement, the Final Approval Order, and the releases set forth in this Agreement and, unless they have timely asserted an objection to the Settlement, shall be deemed to have waived all objections and opposition to its fairness, reasonableness, and adequacy.

(d) No Encouragement of Objections. Neither the Parties nor any person acting on their behalf shall seek to solicit or otherwise encourage anyone to object to the Settlement or appeal from any order of the Court that is consistent with the terms of this Settlement.

2.6 Benefit Distribution

(a) Within fourteen (14) calendar days of Final Approval, the Administrator shall provide to the Parties a list of the Class Members who are entitled to receive Class Member Awards and the per-person figure. The information provided by the Administrator shall be considered conclusive as to which individuals are entitled to receive a Class Member Award.

(b) Within thirty (30) calendar days of the Effective Date, TransUnion will pay the Administrator the remainder of the Settlement Amount not already provided pursuant to Section 2.4(d).

(c) Distribution of Class Member Awards. Within forty-five (45) calendar days of the Effective Date, the Administrator shall send Class Member Awards from the Settlement Fund Account to all Class Members entitled to Class Member Awards.

(d) Mailing Addresses. Prior to mailing Class Member Award checks, the Administrator shall attempt to update the last known addresses of the Class Members through the National Change of Address Database or similar databases. No skip-tracing shall be done as to any Class Notices that are returned by the postal service with no forwarding address. Class Member Award checks returned with a forwarding address shall be re-mailed to the new address within seven (7) calendar days. The Administrator shall not mail Class Member Award checks to addresses from which Class Notices were returned as undeliverable with no forwarding address.

(e) Interest. All interest on the Settlement Fund shall be used first to pay any taxes on the interest and, thereafter, divided equally between the Cy Pres Recipients. Any interest shall not be subject to withholding and shall, if required, be reported appropriately to the Internal Revenue Service by the Administrator. The Administrator is responsible for the payment of all taxes on interest on the Settlement Fund.

(f) Time for Depositing Class Member Award Checks. If a Class Member's Class Member Award check is not deposited (or cashed) within ninety (90) calendar days after the check is issued, (a) the check will be null and void; (b) the Class Member will be barred from receiving a further Class Member Award under this Settlement; and (c) the amount of such a check will be divided equally between the Cy Pres Recipients.

(g) Deceased Class Members. Any Class Member Award paid to a deceased Class Member shall be made payable to the estate of the deceased Class Member, provided that the Class Member's estate informs the Administrator of the Class Member's death at least thirty (30) calendar days before the date that Class Member Award checks are mailed and provides a death certificate confirming that the Class Member is deceased. If the Class Member's estate does not inform the Administrator of the Class Member's death at least thirty (30) calendar days before Class Member Award checks are mailed, the deceased Class Member will be barred from receiving a Class Member Award under this Settlement.

(h) Tax Obligations. The Parties shall have no responsibility or liability for any federal, state, or other taxes owed by Class Members as a result of, or that arise from, any Class Member Awards or any other term or condition of this Agreement.

(i) Tax Reporting. The Administrator shall prepare, send, file, and furnish all tax information reporting forms required for payments made by the Settlement Fund as required by the Internal Revenue Service pursuant to the Internal Revenue Code and related Treasury Regulations. The Parties hereto agree to cooperate with the Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this section.

(j) Reports. The Administrator shall provide the Parties with a reconciliation and accounting of the Settlement Fund Account at each of the following times: (i) no later than ten (10) calendar days after the Class Member Award checks are mailed, and (ii) no later than ten (10) calendar days after the expiration of the 90-day period for depositing Class Member Award checks.

Section 3. Class Representative Service Award and Class Counsel's Fee & Expense Award

3.1 Class Representative Service Awards. Plaintiff, through her undersigned counsel, shall be entitled to apply to the Court for an award from the Settlement Fund of up to \$5,000 for her participation in the Action and her service to the Settlement Class ("the Class Representative Service Award"). TransUnion shall not oppose or appeal such application that does not exceed the \$5,000 cap. The Class Representative Service Award shall be paid from the Settlement Fund within seven (7) calendar days of the Effective Date. Any objections to the

Class Representative Service Award must be filed with the Court within ninety (90) calendar days after Preliminary Approval.

3.2 **Fee & Expense Award.** The Parties consent to the Court appointing Class Counsel in this Action for purposes of the Settlement. Class Counsel shall be entitled to apply to the Court for an award from the Settlement Fund not to exceed 33% of the Settlement Amount (i.e., not to exceed a total of \$833,333.33) to reimburse Class Counsel for costs and expenses, including attorneys' fees, incurred in researching, preparing for, and litigating this Action ("the Fee & Expense Award"). TransUnion agrees not to oppose or appeal any such application that does not exceed the 33% cap. The Fee & Expense Award shall constitute full satisfaction of any obligation on the part of TransUnion to pay any person, attorney, or law firm for costs, litigation expenses, attorneys' fees, or any other expense incurred on behalf of Plaintiff or the Settlement Class. The Fee & Expense Award shall be paid from the Settlement Fund within forty-five (45) calendar days of the Effective Date. Any objections to the Fee & Expense Award must be filed with the Court within ninety (90) calendar days after Preliminary Approval.

3.3 **Demarcation.** It is the intention of the Parties to demarcate clearly between proceeds from the Settlement in which Class Members have an interest, which may subject them to tax liability, and the Fee & Expense Award. Accordingly, the amount paid separately to Class Counsel for the Fee & Expense Award is independent of and apart from the amounts paid to Class Members, and Class Members shall at no time have any interest in the Fee & Expense Award. The Parties make no representation regarding and shall have no responsibility for the tax treatment of the Fee & Expense Award, or any other payments paid to Class Counsel or the tax treatment of any amounts paid under this Agreement.

3.4 **Residual.** In the event that there is any residual in the Settlement Fund Account after the distributions required by this Agreement are completed, said funds shall be divided equally between the Cy Pres Recipients. The Administrator shall transmit any such equally divided residual funds on a 50/50 split basis to the Cy Pres Recipients within one hundred and five (105) calendar days of issuance of the check.

Section 4. Settlement Approval

4.1 **Preliminary Approval.** On or before May 23 2025, Plaintiff will submit for the Court's consideration a motion seeking Preliminary Approval of the Settlement and apply to the Court for entry of the Preliminary Approval Order attached as Exhibit A. In the event the Court does not enter the Preliminary Approval Order in the same form as Exhibit A, TransUnion has the right to terminate this Agreement and the Settlement and will have no further obligations under the Agreement unless TransUnion waives in writing its right to terminate the Agreement due to any changes or deviations from the form of the Preliminary Approval Order. In Plaintiff's motion seeking Preliminary Approval, Plaintiff shall request that the Court approve the Class Notice attached at Exhibit B. The Court will ultimately determine and approve the content and form of the Class Notices to be distributed to Class Members.

The Parties further agree that in Plaintiff's motion seeking Preliminary Approval, Plaintiff will request that the Court enter the following schedule governing the Settlement: (i) deadline for sending the Class Notices: thirty (30) calendar days from Preliminary Approval;

(ii) deadline for filing motions for Class Representative Service Award and Fee & Expense Award: seventy-six (76) calendar days from Preliminary Approval; (iii) deadline for opting out or serving objections: ninety (90) calendar days from Preliminary Approval; and (iv) Final Approval Hearing shall be set by the Court.

4.2 Final Approval. Plaintiff will submit for the Court's consideration, by the deadline set by the Court, the Final Approval Order attached as Exhibit C. The motion for Final Approval of this Settlement shall include a request that the Court enter the Final Approval Order and, if the Court grants Final Approval of the Settlement and incorporates the Agreement into the final judgment, that the Court dismiss this Action with prejudice, subject to the Court's continuing jurisdiction to enforce the Agreement. In the event that the Court does not enter the Final Approval Order in the same form as Exhibit C, TransUnion has the right to terminate this Agreement and the Settlement and will have no further obligations under the Agreement unless TransUnion waives in writing its right to terminate the Agreement due to any changes or deviations from the form of the Final Approval Order. In the event that the Effective Date does not come to pass, the Final Approval Order is vacated or reversed or the Settlement does not become final and binding, the Parties agree that the Court shall vacate any dismissal with prejudice. The motion for Final Approval must be filed no later than one hundred twenty-one (121) calendar days of Preliminary Approval.

4.3 Effect of Disapproval. If the Settlement does not receive Final Approval or the Effective Date does not come to pass, TransUnion shall have the right to terminate this Agreement and the Settlement and will have no further obligations under the Agreement unless TransUnion waives in writing its right to terminate the Agreement under this section. In addition, the Parties agree that if this Agreement becomes null and void, TransUnion shall not be prejudiced in any way from opposing class certification in the Action, and Plaintiff and the Class Members shall not use anything in this Agreement, in any terms sheet, or in the Preliminary Approval Order or Final Approval Order to support a motion for class certification or as evidence of any wrongdoing by TransUnion. No Party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions, including but not limited to, claims or objections to class certification, or claims or defenses on the merits. Each Party reserves the right to prosecute or defend this Action in the event that this Agreement does not become final and binding.

Section 5. General Provisions

5.1 Cooperation. The Parties agree that they will cooperate in good faith to effectuate and implement the terms and conditions of this Settlement.

5.2 Judicial Enforcement. If the Court enters the Final Approval Order in substantially the same form as Exhibit C to this Agreement, then the Court shall have continuing authority and jurisdiction to enforce this Agreement. The Parties shall have the authority to seek enforcement of this Agreement and any of its aspects, terms, or provisions under any appropriate mechanism, including contempt proceedings. The Parties will confer in good faith prior to seeking judicial enforcement of this Agreement.

5.3 Effect of Prior Agreements. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the Settlement of this Action, contains the final and complete terms of the Settlement of the Action and supersedes all prior agreements between the Parties regarding Settlement of the Action. The Parties agree that there are no representations, understandings, or agreements relating to the Settlement of this Action other than as set forth in this Agreement. Each Party acknowledges that it has not executed this Agreement in reliance upon any promise, statement, representation, or warranty, written or verbal, not expressly contained herein.

5.4 No Drafting Presumption. All Parties hereto have participated, through their counsel, in the drafting of this Agreement, and this Agreement shall not be construed more strictly against any one Party than the other Parties. Whenever possible, each term of this Agreement shall be interpreted in such a manner as to be valid and enforceable. Headings are for the convenience of the Parties only and are not intended to create substantive rights or obligations.

5.5 Notices. All notices to the Parties or counsel for the Parties required or desired to be given under this Agreement shall be in writing and sent as follows:

To Plaintiff and the Settlement Class:

David Marco
SmithMarco, P.C.
7204 Kyle Court
Sarasota, FL 34240

Stacy Bardo
Bardo Law, P.C.
203 North LaSalle Street
Suite 2100
Chicago, IL 60601

To TransUnion:

Danielle Morris
O'Melveny & Myers LLP
610 Newport Center Drive
Suite 1700
Newport Beach, CA 92660

Elizabeth L. McKeen
O'Melveny & Myers LLP
610 Newport Center Drive
Suite 1700
Newport Beach, CA 92660

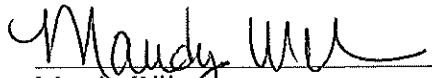
5.6 Modifications. No modifications to this Agreement may be made without written agreement of all Parties and Court approval.

5.7 No Third-Party Beneficiaries. This Agreement shall not inure to the benefit of any third party.

5.8 Execution in Counterparts. This Agreement may be executed in counterparts. Each signed counterpart together with the others shall constitute the full Agreement. Each signatory warrants that the signer has authority to bind his/her party.

5.9 CAFA. The Administrator shall timely send the notices required by 28 U.S.C. § 1715 within fifteen (15) calendar days after the order preliminarily approving the settlement.

FOR PLAINTIFF AND THE SETTLEMENT CLASS:


Mandy Wilson

5/23/2025
Date

Agreed as to Form:


David Marco
SmithMarco, P.C.
7204 Kyle Court
Sarasota, FL 34240
(312) 546-6539

05/22/2025
Date

Stacy Bardo
Bardo Law, P.C.
203 North LaSalle Street
Suite 2100
Chicago, IL 60601
(312) 219-6980

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

FOR TRANSUNION, LLC:

Signed by:

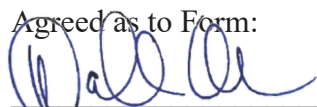
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5/22/2025

Title: Executive Vice President, Chief Legal Officer

Date

Agreed as to Form:



5/23/2025

Danielle Morris
O'Melveny & Myers LLP
610 Newport Center Drive
Suite 1700
Newport Beach, CA 92660

Date

Elizabeth L. McKeen
O'Melveny & Myers LLP
610 Newport Center Drive
Suite 1700
Newport Beach, CA 92660

EXHIBIT “A”

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

MANDY WILSON, on behalf of	)	
herself and all other similarly situated,	)	Case No. 1:23-cv-00131-JPH-MJD
	)	
Plaintiff,	)	Judge Hanlon
	)	Magistrate Judge Dinsmore
v.	)	
	)	
TRANSUNION, LLC	)	
	)	
Defendant.	)	

**ORDER PRELIMINARILY APPROVING THE PARTIES' CLASS ACTION
SETTLEMENT AGREEMENT AND DIRECTING NOTICE TO THE CLASS**

The Court, having reviewed the parties' Class Action Settlement Agreement and supporting materials, including the brief filed in support of preliminary approval, hereby Orders as follows:

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 now defined as follows:

All natural persons within the United States and its territories who: (1) were assigned a User Reference Number ("URN") listed within the Data Productions provided by TransUnion and third party collection agency Portfolio Recovery Associates LLC ("PRA"); (2) which Data Productions show that TransUnion sent PRA data through its Triggers For Collection ("TFC") product for that URN, (3) more than two business days after PRA submitted a request to delete that URN from TFC; (4) between January 20, 2021 and December 31, 2023.

2. The Settlement Agreement entered between the parties as of May 23, 2025 appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. The terms of the Settlement Agreement are incorporated fully herein into this Order by reference.

3. Accordingly, 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 38,805 consumers identified by URN.

5. The Court appoints Mandy Wilson as the representative of the Settlement Class.

6. The Court appoints the law firms of Smith Marco, P.C. and Bardo Law, P.C. as counsel for the Settlement Class (“Class Counsel”).

7. The Court appoints Continental DataLogix as the Settlement Administrator and approves the initial costs distribution to the Administrator.

8. The Court will hold a Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e) on _____, 2025, at the Birch Bayh Federal Building & U.S. Courthouse, 46 East Ohio Street, Indianapolis, IN 46204, Courtroom 329, at _____.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 attorneys’ fees, costs, and expenses, and for a service award to the class representative.

9. As is provided in Section 2.4(b) of the Settlement Agreement, within ten (10) calendar days of Preliminary Approval, TransUnion will provide the Administrator with the following information from the Data Productions provided by TransUnion, which will be kept strictly confidential between the Administrator and the Parties, for each Class Member: (i) name and (ii) last known mailing address. The (i) name and (ii) last known address for the Class

Members identified in the Data Productions provided by PRA will be provided to the administrator by PRA, which will be kept strictly confidential between the Administrator and the Parties.

10. The Settlement Administrator shall mail the agreed upon Postcard Notice to the Settlement Class Members in accordance with the terms of the Settlement Agreement, publish the website, and administer the toll-free number for class member inquiries. The Court finds that this Settlement Notice plan, as set forth in greater detail in Section 2.4 of the Settlement Agreement, satisfies the requirements of Federal Rule of Civil Procedure 23 and due process.

11. The Court approves the parties' proposed Postcard Notice form, which is attached to the Settlement Agreement as Exhibit B. 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. 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, received on or before the Exclusion Deadline, as specified in the Settlement Notice. The request for exclusion must include the items identified in the Settlement Agreement at Section 2.5(a), specifically: (a) be a written, signed, and dated statement that he or she is opting out of the Settlement Class and understands that he or she will not receive a Class Member Award from the Settlement of the Action; (b) include the Class Member's name and last four digits of his or her social security number; and (c) must be personally signed and dated by the Class Member. A Settlement Class Member who submits a valid request for exclusion shall be excluded from the Settlement Class for all purposes. No later than one hundred and eleven (111) days after entry of this Order, the Settlement Administrator shall prepare a declaration listing all the valid Exclusion Requests received and no later than one hundred and twenty-five (125) days after entry of this

Order, the parties shall file such list with the Court. 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.

13. If a Settlement Class Member chooses to object to the fairness of the Settlement Agreement, the class member must file a written objection with the Court no later than ninety (90) days after entry of this Order (“Objection Deadline”) and send that written objection to TransUnion’s counsel and to Class Counsel. To be valid and considered by the Court, an objection must include the items identified in the Settlement Agreement at Section 2.5(b), specifically: (a) be received on or before the Objection Deadline; (b) state each objection the Class Member is raising and the specific legal and factual bases for each objection; (c) include proof that the individual is a member of the Settlement Class; (d) identify, with specificity, each instance in which the Class Member or his or her counsel has objected to a class action settlement in the past five (5) years; and (e) be personally signed by the Class Member. The parties may file responses to any objections that are submitted. Any Class Member who timely files and serves an objection in accordance with this Order and the Settlement Agreement may appear at the Final Approval Hearing, either in person or through an attorney, if the Class Member files a notice indicating that he/she wishes to appear at the Final Approval Hearing with the Clerk of Court no later than twenty (20) calendar days before the Final Approval Hearing. A Class Member who wishes to appear at the Final Approval Hearing must also send a copy of the notice indicating that he/she wishes to appear to TransUnion’s counsel and to Class Counsel twenty (20) calendar days before the Final Approval Hearing. 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, unless otherwise ordered by this Court.

14. All briefs, memoranda, petitions, and affidavits to be filed in support of an individual service award to the Class Representative and in support of Class Counsel's application for fees, costs and expenses, shall be filed not later than seventy-six (76) days after entry of this Order, which is 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 one hundred and twenty-one (121) days after entry of this Order.

15. 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.

16. 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.

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

SO ORDERED:

EXHIBIT “B”

NOTICE OF SETTLEMENT:

YOU HAVE BEEN IDENTIFIED
AS SOMEONE WHO IS ELIGIBLE
TO PARTICIPATE IN A CLASS
ACTION SETTLEMENT
INVOLVING YOUR CREDIT
DATA

TO OBTAIN MORE
INFORMATION AND
UNDERSTAND YOUR RIGHTS
AND OPTIONS:

PLEASE VISIT

www.[INSERT WEBSITE].com

OR CALL 1-[INSERT PHONE #]

THIS IS NOT A SOLITICATION, BUT
IS SENT BY COURT ORDER.

Wilson v. TransUnion, LLC Administrator
[insert address]

«Barcode»

Postal Service: Please do not mark barcode

Claim #: UJT - «ClaimID» «MailRec»

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «ST» «Zip»

«Country»

This is to inform you that a settlement has been reached in *Wilson v. TransUnion, LLC*, No. 23-cv-131-JPH-MJD (S.D. Ind.), a class action alleging that TransUnion violated the Fair Credit Reporting Act by continuing to send credit reporting monitoring updates to a third party collection agency through its Triggers for Collection service without a permissible purpose for doing so.

You are receiving this notice because TransUnion's records show you are one of the consumers about whom TransUnion communicated credit reporting information.

What Are The Settlement Terms? By settling, TransUnion is not admitting any wrongdoing, but due to the cost and risks of litigation, the parties negotiated a \$2,500,000.00 settlement to pay notice and administrative costs, attorneys' fees and costs (capped at 33%), and Plaintiff's award for serving as the Class Representative (capped at \$5,000.00). All remaining funds will be divided equally among class members who do not opt-out.

My Options? (1) Do nothing and receive a check; (2) Timely exclude yourself and you will not be part of the settlement; (3) If you think the settlement is unfair, you may timely object. An approval hearing for the settlement is set for _____ a/p.m. on _____, 2025, at the Birch Bayh Federal Building & U.S. Courthouse, 46 East Ohio Street Indianapolis, IN 46204.

All Opt-Out Requests & Objections Must Be Received by _____, 2025.
Visit [www.\[insert website\].com](#) for more information and the case documents.

EXHIBIT “C”

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

MANDY WILSON, on behalf of	)	
herself and all other similarly situated,	)	Case No. 1:23-cv-00131-JPH-MJD
	)	
Plaintiff,	)	Judge Hanlon
	)	Magistrate Judge Dinsmore
v.	)	
	)	
TRANSUNION, LLC	)	
	)	
Defendant.	)	

FINAL APPROVAL ORDER

This matter, having come before the Court on Plaintiff's Motion for Final Approval of the proposed class action settlement with Defendant Trans Union, LLC, the Court having considered all papers filed and arguments made with respect to the settlement, and having preliminarily certified, by Order dated _____, 2025, a class for settlement purposes, with due notice being provided to the settlement class members, now hereby finds that:

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

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

3. Notification of this settlement has been timely filed with the appropriate officials

pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, (“CAFA”).

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

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

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

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

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

9. This action was filed as a putative class action against Trans Union, on behalf of a group now defined as follows:

All natural persons within the United States and its territories who: (1) were assigned a User Reference Number (“URN”) listed within the Data Productions provided by TransUnion and third party collection agency Portfolio Recovery Associates LLC (“PRA”); (2) which Data Productions show that TransUnion sent

PRA data through its Triggers For Collection (“TFC”) product for that URN, (3) more than two business days after PRA submitted a request to delete that URN from TFC; (4) between January 20, 2021 and December 31, 2023.

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

11. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

12. As agreed by the parties in the Settlement Agreement, upon the Effective Date, each Class Member who has not timely opted out is enjoined and permanently barred from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts any claims released by Settlement Class Members under the Settlement Agreement.

13. Upon consideration of Class Counsel’s application for fees and costs and other expenses, the Court awards a total of \$_____ as reasonable attorneys’ fees and as reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Settlement Fund.

14. Upon consideration of the named Plaintiff’s application for an individual settlement and incentive award, the Court awards a total of \$_____ to Mandy Wilson for the services she performed on behalf of the settlement class.

15. The Settlement Administrator’s final expenses, as set forth in the Administrator’s affidavit, are also approved for distribution.

16. After the distributions required by this Order and the Settlement Agreement are completed, any remaining funds shall be divided equally between the Cy Pres Recipients, approved as the National Center for Law and Economic Justice and the National Consumer Law Center.

17. The Court overrules any objections to the settlement. After carefully considering each objection, the Court concludes that none of the objections create questions as to whether the settlement is fair, reasonable, and adequate.

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

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

20. Without affecting the finality of this judgment, the Court hereby reserves and

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

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

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

SO ORDERED: