

Exhibit A

Settlement Agreement and Release

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into by and between Demeta Reyes (“Plaintiff”), individually and on behalf of Participating Settlement Class Members (as defined in Paragraph 18) (together “Plaintiffs”), and (2) Experian Information Solutions, Inc. (“Defendant” or “Experian”) (collectively the “Parties”), in the action *Reyes v. Experian Information Solutions, Inc.*, Case No. 8:16-cv-563-AG-AFM, pending in the U.S. District Court for the Central District of California.

RECITALS

WHEREAS, on February 16, 2016, Plaintiff filed a one-count putative class action against Experian in the Superior Court of California, Orange County alleging that Experian willfully violated § 1681e(b) of the Fair Credit Reporting Act (“FCRA”) by reporting accounts furnished by Delbert Services Corp. (“Delbert”) on loans originated by Western Sky Financial, LLC. (Dkt. 1-1). Following removal to this Court, Plaintiff filed a first amended complaint on November 23, 2016. (Dkt. 48). Experian answered the amended complaint on December 7, 2016. (Dkt. 49).

WHEREAS, following the close of discovery, on October 13, 2017, the Court granted summary judgment in favor of Experian, holding that (1) Plaintiff’s report was not materially misleading; and (2) “the evidence presented in this case doesn’t appear to support a claim that Defendant ‘willfully’ failed to comply with the FCRA.” (Dkt. 97). The Court simultaneously denied Plaintiff’s motions for class certification and partial summary judgment as moot. (*Id.*).

WHEREAS, following a timely appeal, on May 17, 2019, the U.S. Court of Appeals for the Ninth Circuit reversed the Court’s grant of summary judgment in Experian’s favor, finding that Plaintiff raised genuine issues of material fact as to inaccuracy and willfulness under the FCRA. (Dkt. 112). The Ninth Circuit vacated the Court’s order denying Plaintiff’s motions for partial summary judgment and class certification and remanded for further proceedings consistent with its opinion.

WHEREAS, following remand, Plaintiff renewed her motion for class certification and the Parties engaged the Honorable Jay C. Gandhi (Ret.) of JAMS ADR as a mediator to oversee settlement negotiations in this Action. On October 1, 2019, the district court issued an order granting class certification and certifying the following class of individuals: “All persons whose Experian consumer report contained an account from Delbert Services Corp. reflecting delinquency on a loan originated by Western Sky Financial, LLC after January 21, 2015.” (Dkt. 132).

WHEREAS, following extensive arm’s length settlement negotiations conducted through Judge Gandhi that included an in-person mediation session in Irvine, California on September 18, 2019, the Parties executed a binding term sheet setting forth the essential terms of settlement on November 14, 2019. On November 15, 2019, the Court entered an order vacating pending motions, pretrial deadlines, and the trial date in light of settlement.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action, subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the class action lawsuit captioned *Reyes v. Experian Information Solutions, Inc.*, Case No. 8:16-cv-563-AG-AFM, currently pending before the Honorable Andrew J. Guilford in the United States District Court for the Central District of California.

2. “Class Counsel” means Norman E. Siegel and J. Austin Moore of Stueve Siegel Hanson LLP.

3. “Class Representative” and “Plaintiff” mean Demeta Reyes.

4. “Court” means the United States District Court for the Central District of California.

5. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any appeal of the Judgment; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys’ fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Judgment.

6. “Experian’s Counsel” means Richard J. Grabowski, John A. Vogt, and Ryan D. Ball of Jones Day.

7. “Fee Award and Costs” means the amount of attorneys’ fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Class Counsel.

8. “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23.

9. “Final Approval Hearing” means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to issue the Final Approval Order and Judgment.

10. “Litigation Costs and Expenses” means costs and expenses incurred by counsel for Plaintiff in connection with commencing, prosecuting, and settling the Action.

11. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) Notice and Administrative Expenses, (ii) Taxes and Tax-Related Expenses, (iii) Service Awards Payments approved by the Court, and (iv) Fee Award and Costs approved by the Court.

12. “Non-Profit Residual Recipient” means a non-profit organization approved by the Court following distribution of Settlement Payments.

13. “Notice” means notice of the proposed class action Settlement to be provided to Settlement Class Members in connection with a motion to direct issuance of notice of the Settlement to the Settlement Class, substantially in the form attached hereto as Exhibit 1.

14. “Notice Deadline” means the last day by which Notice must issue to the Settlement Class Members, and will occur thirty (30) days after entry of the Preliminary Approval Order.

15. “Notice and Administrative Expenses” means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, processing claims, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Settlement Fund to Settlement Class Members. Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

16. “Objection Deadline” means thirty (30) days after the Notice Deadline.

17. “Opt-Out Deadline” means thirty (30) days after the Notice Deadline.

18. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline.

19. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and determining that the Court will likely be able to certify the Settlement Class for purposes of judgment. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing.

20. “Released Claims” means any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including,

but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had or have (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) that have been or could have been asserted in the Action related to a Delbert account or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action related to a Delbert account. For the avoidance of doubt, "Released Claims" do not include claims that have or may be asserted in the action *Smith v. Experian Information Solutions, Inc.*, Case No. 8:17-cv-00629-CJC-AFM, currently pending in the U.S. District Court for the Central District of California, so long as such claims do not relate to the Delbert accounts embraced within this Action.

21. "Released Parties" means Defendant and its respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the foregoing, as well as the Class Representative and Class Counsel. Each of the Released Parties may be referred to individually as a "Released Party."

22. "Releasing Parties" means the Class Representative, Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns.

23. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

24. "Service Award Payment" means compensation awarded by the Court and paid to the Class Representative in recognition of her role in this litigation.

25. "Settlement" means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

26. "Settlement Administrator" means a notice and administration provider agreed upon by the Parties and approved by the Court. Class Counsel and Experian may, by agreement, substitute a different Settlement Administrator, subject to Court approval.

27. "Settlement Class" means the 56,375 persons who are identified on the Settlement Class List, including all individuals whose Experian consumer report contained an account from Delbert Services Corp. reflecting delinquency on a loan originated by Western Sky Financial, LLC

after January 21, 2015. Excluded from the Settlement Class are: (1) the Judges presiding over this Action, and members of their direct families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, and employees; (3) Settlement Class Members who submit a valid a Request for Exclusion prior to the Opt-Out Deadline.

28. “Settlement Class List” means the list generated by Experian containing the last known name and mailing address, as well as phone number(s) and email address(es) where known, for all persons who fall under the definition of the Settlement Class, which Experian will provide to the Settlement Administrator within three (3) days of the Preliminary Approval Order.

29. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

30. “Settlement Fund” means the sum of twenty-four million dollars (\$24,000,000.00) to be paid by Experian as specified in Paragraphs 34-39, including any interest accrued thereon after payment.

31. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check to a Participating Settlement Class Member pursuant to Paragraph 40.

32. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the mailing of the Notice, as a means for Settlement Class Members to obtain notice of and information about the Settlement and relevant case documents and deadlines. The Settlement Website shall contain relevant documents, including, but not limited to, the Notice, this Agreement, Plaintiff’s motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff’s motion for an award of attorneys’ fees, costs and expenses, and/or service awards, the class certification order, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

33. “Taxes and Tax-Related Expenses” means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund, including, without limitation, any taxes that may be imposed upon Experian with respect to any income or gains earned by or in respect of the Settlement Fund for any period while it is held in the Settlement Fund.

II. SETTLEMENT FUND

34. **Establishment of Settlement Fund.** Experian shall make a payment of twenty-four million dollars (\$24,000,000.00) and deposit that payment into the Settlement Fund as follows: (i) Experian shall pay five hundred thousand dollars (\$500,000.00) into the Settlement

Fund within seven (7) days after the Court enters the Preliminary Approval Order to cover Notice and Administrative Expenses incurred prior to entry of the Final Approval Order and Judgment; and (ii) Experian shall pay an additional twenty-three million five-hundred dollars (\$23,500,000.00) into the Settlement Fund within ten (10) days after the Effective Date.

35. **Non-Reversionary.** The Settlement Fund is non-reversionary. As of the Effective Date, all rights of Experian in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 57.

36. **Qualified Settlement Fund.** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes and Tax-Related Expenses owed with respect to the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

37. **Custody of Settlement Fund.** The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Settlement Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 57.

38. **Use of the Settlement Fund.** As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for the following: (i) Notice and Administrative Expenses; (ii) Taxes and Tax-Related Expenses; (iii) Service Awards Payments; (iv) Fee Award and Costs; (v) Settlement Payments, and (vi) any payment to a Non-Profit Residual Recipient. No amounts may be withdrawn from the Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

39. **Taxes and Representations.** Taxes and Tax-Related Expenses relating to the Settlement Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for Taxes and Tax-Related Expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Participating Settlement Class Member shall be solely responsible for the federal, state, and local tax

consequences to him, her or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

III. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

40. **Automatic Cash Payments.** The Settlement Fund will be used to make automatic payments each Participating Settlement Class Member without the need to file a claim. All Participating Settlement Class Members shall receive equal distributions of the Net Settlement Fund in the form of a physical check sent via U.S. Mail to the Participating Settlement Class Member's last known address by the Settlement Administrator no later than forty-five (45) days after the Effective Date.

41. **Timing.** Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue. If a Settlement Check is not cashed within sixty (60) days after the date of issue, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member reminding him/her of the deadline to cash such check.

42. **Returned Checks.** For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

43. **Uncashed Checks.** To the extent that a Settlement Check is not cashed within ninety (90) days after the date of issue, the Settlement Administrator shall undertake the following actions: (1) attempt to contact the Participating Settlement Class Member by e-mail and/or telephone to discuss how to obtain a reissued check; (2) if those efforts are unsuccessful, make reasonable efforts to locate an updated address for the Participating Settlement Class Member using advanced address searches or other reasonable methods; and (3) reissuing a check or mailing the Participating Settlement Class Member a postcard (either to an updated address if located or the original address if not) providing information regarding how to obtain a reissued check. Any reissued Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Participating Settlement Class Members within that time.

44. **Deceased Class Members.** If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof the Participating Settlement Class Member is deceased and after consultation with Class Counsel.

45. **Residue of Settlement Fund.** No portion of the Settlement Fund shall revert or be repaid to Defendant after the Effective Date. To the extent any monies remain in the Net Settlement Fund more than 150 days after the distribution of Settlement Payments to the Participating Settlement Class Members, or 30 days after all reissued Settlement Checks are no longer negotiable, whichever occurs later or as otherwise agreed to by the Parties, any remaining monies shall be distributed as required by state law or to the Non-Profit Residual Recipient.

IV. SETTLEMENT CLASS NOTICE

46. **Notice.** Within three (3) days after the date of the Preliminary Approval Order, Experian shall provide the Settlement Class List to the Settlement Administrator. Within twenty-one (21) days after receipt of Settlement Class List, the Settlement Administrator shall disseminate Notice to the members of the Settlement Class via U.S. Mail.

V. OPT-OUTS AND OBJECTIONS

47. **Opt-Outs.** The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than thirty (30) calendar days after the Notice Deadline. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication. The Notice must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

48. **Objections.** The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by submitting written objections to the Settlement Administrator postmarked no later than thirty (30) calendar days after the Notice Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; and (vii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney. The Notice must set forth the time and place of the Final Approval Hearing (subject to change) and state that any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

49. **Duties of Settlement Administrator.** The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Creating, administering, and overseeing the Settlement Fund;
- b. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- c. Providing Notice to Settlement Class Members via U.S. mail;
- d. Establishing and maintaining the Settlement Website;
- e. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries within twenty-four (24) hours;
- f. Responding to any mailed or emailed Settlement Class Member inquiries within twenty-four (24) hours;
- g. Receiving Requests for Exclusion and objections from Settlement Class Members and providing Class Counsel and Experian's Counsel a copy thereof no later than three (3) days following the deadline for submission of the same. If the Settlement Administrator receives any Requests for Exclusion, objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Experian's Counsel;
- h. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members and, if necessary, a Non-Profit Residual Recipient;
- i. Providing weekly or other periodic reports to Class Counsel and Experian's Counsel that include information regarding the number of Settlement Checks mailed and delivered, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments. The Settlement Administrator shall also, as requested by Class Counsel or Experian's Counsel and from time to time, provide the amounts remaining in the Net Settlement Fund;
- j. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and

- k. Performing any function related to Settlement administration at the agreed-upon instruction of Class Counsel or Experian's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

50. **Limitation of Liability.** The Parties, Class Counsel, and Experian's Counsel shall not have any liability whatsoever with respect to (i) any act, omission or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

51. **Indemnification.** The Settlement Administrator shall indemnify and hold harmless the Parties, Class Counsel, and Experian's Counsel for (i) any act or omission or determination of the Settlement Administrator, or any of Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund; or (vi) the payment or withholding of any Taxes and Tax-Related Expenses.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

52. **Certification of the Settlement Class.** For purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should: (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur, the certification of the Settlement Class shall be void. Experian reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Class Representative as the representative for the Settlement Class.

53. **Preliminary Approval.** Following execution of this Agreement, Class Counsel shall file a motion to permit issuance of class notice of the Settlement and for certification of the Settlement Class with the Court on or before December 30, 2019. The Parties agree that if the Court does not grant either preliminary approval or final approval of this Settlement, or if the Settlement is terminated in accordance with Paragraph 57, the stipulation regarding class certification will be void and of no further force or effect.

54. **Final Approval.** Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing; within a reasonable time after the Notice Deadline, Objection Deadline, and Opt-Out Deadline; and at least 90 days after Experian notifies the appropriate government officials of this Settlement Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

55. **Jurisdiction.** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

VIII. MODIFICATION AND TERMINATION

56. **Modification.** The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

57. **Termination.** Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice") within seven (7) days of: (1) the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (2) within 14 days of any of the following: (i) the Court's refusal to enter the Judgment in any material respect, or (ii) the date upon which the Judgment is modified or reversed in any material respect by any appellate or other court.

58. **Effect of Termination.** In the event of a termination as provided in Paragraph 57, this Agreement shall be considered null and void; all of the Parties' obligations under the Agreement shall cease to be of any force and effect and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved.

IX. RELEASES

59. **The Release.** Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims.

60. **Unknown Claims.** The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiff, any

member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Class Representative, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph.

61. **Release of Class Representative and Class Counsel.** As of the Effective Date, Experian and its representatives, officers, agents, directors, affiliates, employees, insurers, and attorneys absolutely and unconditionally release and discharge the Class Representative and Class Counsel from any and all liabilities, rights, claims, actions, causes of action, demands, damages, penalties, costs, attorneys' fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, or relate to prosecution of the Action, the Settlement Agreement, or the Settlement claims process (provided, however, that this release and discharge shall not include claims by the Parties hereto to enforce the terms of the Settlement).

X. SERVICE AWARD

62. **Service Award.** At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion seeking a service award payment for the Class Representative in recognition for her contributions to this Action. Experian agrees not to oppose Class Counsel's request for a service award not to exceed \$15,000.00. The Settlement Administrator shall make the Service Award Payment to the Class Representative from the Settlement Fund. Such Service Award Payment shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than forty-five (45) days after the Effective Date.

63. **No Effect on Agreement.** In the event the Court declines to approve, in whole or in part, the payment of a service award in the amount requested, the remaining provisions of this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service award shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, COSTS, EXPENSES

64. **Attorneys' Fees and Costs and Expenses.** At least twenty-one (21) days before the Opt-Out and Objection Deadlines, Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid from the Settlement Fund. Experian agrees not to oppose Class Counsel's request for an award of attorneys' fees not to exceed 35% of the Settlement Fund and reimbursement of litigation costs and expenses not to exceed \$200,000.00. Prior to the disbursement or payment of the Fee Award and Costs under this Agreement, Class Counsel shall provide to Experian and the Settlement Administrator a properly completed and duly executed IRS Form W-9. Fee Award and Costs (plus any interest accrued thereon) shall be paid by the Settlement Administrator, in the amount approved by the Court, no later than forty-five (45) days after the Effective Date.

65. **Allocation.** Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee Award and Costs amongst Plaintiffs' counsel and any other attorneys for Plaintiffs. Experian shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

XII. NO ADMISSION OF LIABILITY

66. **No Admission of Liability.** The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

67. **No Use of Agreement.** Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Plaintiffs; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by Experian in the Actions or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

68. **Integration of Exhibits.** The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

69. **Entire Agreement.** This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing signed by all Parties, subject to Court approval. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Settlement Class Notice to the Settlement Class.

70. **Deadlines.** If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to “days” in this agreement shall refer to calendar days unless otherwise specified.

71. **Singular and Plurals.** As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

72. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

73. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Experian.

74. **Construction.** For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

75. **Cooperation of Parties.** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

76. **Obligation to Meet and Confer.** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

77. **No Conflict Intended.** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

78. **Governing Law.** The Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, without regard to the principles thereof regarding choice of law.

79. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures

are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

80. **Notices.** All notices to Class Counsel provided for herein, shall be sent by overnight mail and email to:

Norman E. Siegel
siegel@stuevesiegel.com
J. Austin Moore
moore@stuevesiegel.com
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112

All notices to Experian provided for herein, shall be sent by overnight mail and email to:


Richard J. Grabowski
rgrabowski@JonesDay.com
John A. Vogt
javogt@JonesDay.com
Ryan D. Ball
rball@JonesDay.com
JONES DAY
3161 Michelson Drive, Suite 800
Irvine, California 92612

The notice recipients and addresses designated above may be changed by written notice.

81. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**EXPERIAN INFORMATION SOLUTIONS,
INC.**


[TITLE] *Vice President and
Associate General Counsel*

12/17/19
Date

CLASS REPRESENTATIVE


Demeta Reyes

12/20/19
Date

Approved as to form and content:



By: Austin Moore

Date: 12/20/19

STUEVE SIEGEL HANSON LLP

Norman E. Siegel

J. Austin Moore

Counsel for Plaintiff and the Class

Approved as to form and content:



By: Richard Grabowski

Date: 12/31/19

JONES DAY

Richard J. Grabowski

John A. Vogt

Ryan D. Ball

*Counsel for Defendant Experian
Information Solutions, Inc.*

EXHIBIT 1

(Class Notice)

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

Reyes v. Experian Information Solutions, Inc.
Case No. 8:16-cv-563-AG-AFMx

**YOU ARE A MEMBER OF A CLASS ACTION SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY**

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

You are receiving this notice because you are a class member in a proposed settlement of a class action lawsuit pending in the U.S. District Court for the Central District of California captioned *Reyes v. Experian Information Solutions, Inc.*, Case No. 8:16-cv-563-AG-AFMx.

The plaintiff in the case, Demeta Reyes (“Plaintiff”), asserts that defendant Experian Information Solutions, Inc. (“Experian”) violated the Fair Credit Reporting Act by preparing consumer credit reports that were inaccurate because they included delinquent loan accounts from Delbert Services, Corp. (“Delbert”), a debt collector for loans originated by Western Sky Financial, LLC (“Western Sky”) after Delbert went out of business and instructed Experian to stop reporting its data.

Under the terms of the settlement, Experian has agreed to establish a \$24,000,000.00 fund that will be used to pay class members. You do not need to file a claim or take any additional action in order to receive an automatic payment under this settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
DO NOTHING	Automatically receive a settlement check for at least \$270.00.	[DATE]
EXCLUDE YOURSELF	You can exclude yourself from the settlement by informing the settlement administrator that you want to “opt-out” of the settlement. If the settlement becomes final, this is the only option that allows you to retain your rights to separately sue Experian for claims relating to a Delbert account. If you opt-out, you will not receive an automatic payment under this settlement. For more detailed information, see Question 9.	[DATE]
OBJECT	You may object to the settlement by writing to the settlement administrator and explaining why you don’t think the settlement should be approved. If you object, you will remain a settlement class member, and if the settlement is approved, you will be eligible for the benefits of the settlement and give up your right to sue on certain claims described in the settlement agreement. For more detailed information, see Question 10.	[DATE]

BASIC INFORMATION AND OVERVIEW

1. Why did I get this Notice?

A Court authorized the notice because you have a right to know about a proposed settlement of this class action lawsuit and all of your options before the Court decides whether to give “final approval” to the settlement. This notice explains the lawsuit, the settlement, and your legal rights. The Honorable Andrew J. Guilford of the U.S. District Court for the Central District of California (“Court”) is overseeing this class action. The case is known as *Reyes v. Experian Information Solutions, Inc.*, Case No. 8:16-cv-563-AG-AFMx (the “Lawsuit”).

2. What is this lawsuit about?

The Lawsuit asserts that Experian violated the Fair Credit Reporting Act (“FCRA”) failing to ensure the “maximum possible accuracy” of the information it included on consumers’ credit reports. Plaintiff alleges that Experian failed to timely delete delinquent loan accounts reported by Delbert even after Delbert went out of business and instructed Experian to stop reporting its data. Plaintiff alleges that the presence of these accounts threatened consumers’ credit scores and credit opportunities.

Experian denies all allegations of wrongdoing. The Court has not decided who is right or wrong.

3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” Because this is a class action, even persons who did not file their own lawsuit can obtain relief from harm that may have been caused by the FCRA violation alleged in the Lawsuit, except for those individuals who timely exclude themselves from the settlement class.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiff or Experian. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The class representative appointed to represent the class and the attorneys for the settlement class (“Class Counsel,” see Question 11) believe that the settlement is in the best interests of the class members.

WHO IS PART OF THE SETTLEMENT

5. How do I know if I am part of the settlement?

The Court decided that everyone who fits this description is a class member: “All persons whose Experian consumer report contained an account from Delbert reflecting delinquency on a loan originated by Western Sky after January 21, 2015.”

Experian’s records indicate that you are a class member entitled to an automatic payment under the settlement.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

The Settlement Agreement provides that Experian will pay the sum of \$24,000,000.00 into a settlement fund.

The settlement fund will be used to make automatic payments of at least \$270.00 to each class member without the need to file a claim.

Subject to the approval of the Court, the settlement fund shall also be used to pay a service award to the Class Representative in the amount of \$15,000.00 and Class Counsel's fees and expenses not to exceed 35% of the settlement fund. The settlement fund shall also be used to pay the costs of notice and settlement administration.

No portion of the settlement fund shall revert to Experian. The settlement provides that uncashed checks shall be paid to a non-profit organization to be approved by the Court. More details on all of the settlement benefits are set forth in the settlement agreement which is available at [www.\[SETTLEMENTWEBSITE\].com](http://www.[SETTLEMENTWEBSITE].com).

7. When will I receive my payment?

The Court will hold a Final Approval Hearing on **[DATE AND TIME]** to decide whether to approve the settlement. If the Court approves the settlement at or following the hearing, you will be mailed a check once the appeals period has expired and in accordance with the Settlement Agreement.

If there is an appeal, payments will be delayed until the appeal is resolved. It's always uncertain what the outcome of any appeals will be, and resolving them can take time, perhaps more than a year. Please be patient.

LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT

8. What am I giving up to stay in the settlement class?

If you do nothing, you will receive an automatic payment in exchange for releasing all of your legal claims relating to the FCRA violation alleged in the Lawsuit when the settlement becomes final. By releasing your legal claims, you are giving up the right to file separate lawsuits against, or seek further compensation from Experian for any harm related to a Delbert account—whether or not you are currently aware of those claims.

Unless you exclude yourself from the Settlement (see Question 9), all of the decisions by the Court will bind you. That means you will be bound to the terms of the settlement, and accompanying court ruling, and cannot bring a lawsuit, or be part of another lawsuit against Experian for any harm related to a Delbert account.

Paragraphs 20-22 and 59-61 of the Settlement Agreement contain the scope of the releases and define the claims that will be released by class members who do not exclude themselves from the Settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at [www.\[SETTLEMENTWEBSITE\].com](http://www.[SETTLEMENTWEBSITE].com).

If you have any questions, you can contact the Settlement Administrator (see Question 16).

EXCLUDING YOURSELF FROM THE SETTLEMENT

9. How do I exclude myself from the Settlement?

If you do not want to remain in the class, you may exclude yourself from the class (also known as "opting out"). If you exclude yourself, you will waive and lose any right to obtain money or benefits as part of this case, if there are any, either as a result of the trial or a settlement.

If you decide on this option, you may keep any rights you have, if any, against Experian and you may file your own suit against Experian based upon the same legal claims that are asserted in this lawsuit, but

you will need to find your own attorney at your own cost to represent you in that suit if you wish to be represented by legal counsel. If you are considering this option, you may want to consult an attorney to determine the extent of your rights, including whether your claim is barred by any applicable statute of limitations.

IMPORTANT: You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the settlement. To exclude yourself from the settlement you must mail a request for exclusion, postmarked no later than **[DATE]**, to:

Class Action Settlement Administrator
Attn: Request for Exclusion
[ADDRESS LINE 1]
[ADDRESS LINE 2]

This statement must contain the following information:

- (1) The name of this proceeding (*Reyes v. Experian Information Solutions, Inc.*, Case No.: 8:16-cv-563-AG-AFMx or similar identifying words such as “Experian Lawsuit”);
- (2) Your full name;
- (3) Your current address;
- (4) The words “Request for Exclusion” at the top of the document or a statement that you do not wish to participate in the settlement; and
- (5) Your signature.

If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the settlement class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court, and you may not recover under any other individual settlement agreement regarding the claims released as part of the settlement.

OBJECTING OR COMMENTING ON THE SETTLEMENT

10. How do I object or tell the Court that I like or don’t like the Settlement?
--

If you are a class member, you have the right to tell the Court what you think of the settlement, including Class Counsel’s motion for an award of attorneys’ fees and costs and expenses, and/or their request for a “service award” to the class representative. You can object to the settlement if you don’t think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can’t ask the Court to order a larger settlement; the Court can only approve or deny the settlement. The Court will consider your views.

To object, you must send a letter stating that you object to the Settlement. Your objection must include:

- (1) The name of this proceeding (*Reyes v. Experian Information Solutions, Inc.*, Case No.: 8:16-cv-563-AG-AFMx or similar identifying words such as “Experian Lawsuit”);
- (2) Your full name, current address, and telephone number;
- (3) State with specificity the grounds for the objection, as well as any documents supporting the objection;
- (4) A statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class;
- (5) The identity of any attorneys representing you with respect to the objection;

- (6) A statement regarding whether you or your attorney intends to appear at the Final Approval Hearing; and
- (7) You or your attorney's signature.

To be considered by the Court, your objection must be mailed, postmarked no later than **[DATE]**, to the following address:

Class Action Settlement Administrator
Attn: Request for Exclusion
[ADDRESS LINE 1]
[ADDRESS LINE 2]

You must not submit your objections directly to the Court. **If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Final Approval Hearing or otherwise to contest the approval of the settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the settlement becomes final even if you object to the settlement.**

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

Yes. The Court appointed the following attorneys to represent you and other class members as "Class Counsel."

Norman E. Siegel
J. Austin Moore
STUEVE SIEGEL HANSON LLP
460 Nichols Road, Suite 200
Kansas City, Missouri 64112
experianlawsuit@stuevesiegel.com
816-714-7100
www.stuevesiegel.com

You will not be charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will class counsel be compensated?

Class Counsel has undertaken this case on a contingency-fee basis and therefore has not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them attorneys' fees of up to thirty-five percent (35%) of the settlement fund, and reimbursement for costs and expenses up to \$200,000.00 to be paid from the settlement fund. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed by **[DATE]** and will be available to view on the settlement website at [www.\[SETTLEMENTWEBSITE\].com](http://www.[SETTLEMENTWEBSITE].com).

13. Will the class representatives receive any additional money?

The class representative in this action is Demeta Reyes. Class Counsel will ask the Court to award Ms. Reyes a service award of up to \$15,000 for her time and effort spent representing the interests of the class as part of the Lawsuit. This amount is also subject to Court approval. Any amount approved by the Court will be paid from the Settlement Fund.

FINAL APPROVAL HEARING

14. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [DATE AND TIME], 2020 in Courtroom 10D, Tenth Floor of the Ronald Reagan Federal Building and United States Courthouse, located at 411 West Fourth Street, Santa Ana, CA 92701. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and whether the requested payments to Class Counsel and Class Representative are proper. If there are objections, the Court will consider them. This hearing date and time may be moved. Please refer to the settlement website for notice of any changes.

15. Do I have to come to the final approval hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also ask your own lawyer to attend, but it's not necessary.

GETTING MORE INFORMATION

16. Where can I get more information?

If you have questions about this Notice or the Settlement, you should contact the Settlement Administrator at [ADDRESS AND E-MAIL ADDRESS], for more information or to request that a copy of this Notice be sent to you in the mail. You may also view the Notice on the settlement website at [www.\[SETTLEMENTWEBSITE\].com](http://www.[SETTLEMENTWEBSITE].com). If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in Question 11). You may also seek advice and guidance from your own private attorney at your own expense, if you wish to do so.

This Notice is only a summary of the lawsuit and the Settlement Agreement. Other related documents can be accessed through the settlement website. If you have questions about the proposed settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact Class Counsel. The Court cannot respond to any questions regarding this Notice, the lawsuit, or the proposed settlement.

Please do not contact the Court or its Clerk.