

# Consumers with Public Records on Their Experian Credit Reports

## *Could Be Affected by a Class Action Settlement Involving Credit Reporting*

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

- **There is a proposed settlement in class action lawsuits against Experian involving the reporting of certain public record information on Experian credit reports.**
- You are included if you: (a) requested and received a copy of your credit report from Experian between January 15, 2011 and September 21, 2018 that included a public record (such as a bankruptcy, judgment or tax lien); and/or (b) between January 15, 2014 and September 21, 2018, had a credit report communicated by Experian to a third party (such as a lender) where the credit report contained a tax lien or civil judgment, and where such lien or judgment was reported inaccurately or did not belong to you.
- This settlement does not release your individual claim(s) unless you accept a payment under the Mediation Program or participate in the Arbitration Program.
- The settlement establishes a Mediation Program and a binding Arbitration Program for consumers who had a tax lien or civil judgment reported inaccurately by Experian, and/or a tax lien or civil judgment reported about them that did not actually belong to them. If you are able to provide certain types of documentation showing harm resulting from Experian's reporting, you could receive a monetary payment from Experian. You will have the assistance of Class Counsel to determine if you are eligible for the Program(s) and their representation throughout the Programs' processes, at no cost to you. The Programs will be available for 18 months following the Effective Date of the settlement.
- The settlement also provides Settlement Class Members with the ability to request an activation code for two years' worth of Experian IdentityWorks<sup>SM</sup> Plus, a credit monitoring service.
- The settlement further includes significant changes to Experian's business practices. Experian will stop reporting civil judgments and tax liens and will provide consumers the identity and contact information of its vendor from whom it obtained its records.
- **Your legal rights are affected by the proposed settlement even if you do nothing.**
- **Your rights and options – and the deadlines to exercise them – are explained in this notice. Please read this entire notice carefully.**
- If you have further questions, you may call 1-866-893-8437 or visit the Settlement Website at [www.ExperianPublicRecordSettlement.com](http://www.ExperianPublicRecordSettlement.com).
- You may contact the attorneys representing you for further information or assistance at: [info@ExperianPublicRecordSettlement.com](mailto:info@ExperianPublicRecordSettlement.com), or write to: *Experian Settlement Class Counsel*, 763 J Clyde Morris Blvd., Suite 1A, Newport News, VA 23601.

**Please do not send any questions about the settlement to the Court or the Clerk's office. They are not permitted to answer your questions.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>Do Nothing</b>	If the settlement is approved, you will benefit from the proposed settlement. Experian will remove civil judgments and tax liens from your credit reports for a period of time and will provide consumers requesting their credit reports with the identity of the vendor who provided Experian with such records. You will not release your individual claims, but you will not be able to sue Experian on a class action basis for the claims at issue in the settlement. (See Questions 7, 9 below.)
<b>Object</b>	You can write to the Court about why you do not like the proposed settlement. All objections must be submitted by <b>January 15, 2019</b> . (See Question 13 below.)
<b>Submit a Request for a Mediation Payment</b>	If the settlement is approved, you may be eligible to submit a request for payment if you suffered harm from inaccurate reporting of a judgment or tax lien by Experian, but no monetary award is guaranteed. (See Question 7 below.) If you accept a payment, or if you choose to participate in the Arbitration Program, you will be required to sign a release of your individual claims against Experian.
<b>Submit a Request for an Activation Code for Credit Product</b>	You may go online to the Settlement Website or call the toll-free number. After verifying your identity and Settlement Class membership, you can request a credit monitoring product. If the settlement is approved, you will receive an activation code for two years of credit monitoring product from Experian. You will not release your individual claims by accepting this product.

### **Basic Information**

#### **1. What is this notice about?**

This notice has been made available because members of the Settlement Class have a right to know about a proposed settlement of a class action lawsuit before the Court decides whether to approve the settlement. This notice explains the lawsuits, the settlement, your legal rights, and what benefits are available. A full copy of the Settlement Agreement may be reviewed at the Settlement Website, [www.ExperianPublicRecordSettlement.com](http://www.ExperianPublicRecordSettlement.com). This notice contains only a summary of the Settlement Agreement.

The Court in charge of this settlement is the United States District Court for the Eastern District of Virginia in front of Judge M. Hannah Lauck. Two lawsuits settled, *Clark v. Experian Info. Sols., Inc.*, No. 3:16-cv-00032 (E.D. Va.) and *Brown v. Experian Info. Sols., Inc.*, No. 3:16-cv-00670 (E.D. Va.), and they have now been consolidated. The people who brought the lawsuits are called the Named Plaintiffs or Class Representatives, and Experian is the Defendant.

## **2. What are the lawsuits about?**

The lawsuits claim that Experian failed to disclose its third-party vendor from which it obtains its public record information and Experian reported inaccurate and out-of-date tax lien or civil judgment information in violation of the Fair Credit Reporting Act.

Experian has disputed that it has any liability and contends that it acted lawfully and in compliance with the Fair Credit Reporting Act at all times.

The Court did not decide whether Experian violated the law. Instead, both sides agreed to the settlement to resolve the cases and provide benefits to consumers.

## **3. What is a class action?**

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. One court resolves the issues for everyone in the class. The Class Representatives filed the cases as proposed class actions.

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

The Court has not decided which side is right or wrong in the cases. Instead, both sides agreed to a settlement to avoid the costs and risks of a lengthy trial and appeals process.

### **Who Is In The Settlement**

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

You are included in the proposed settlement if either:

(a) you requested and received a copy of your credit report from Experian between January 15, 2011 and September 21, 2018 and the credit report contained a tax lien, civil judgment, or bankruptcy, but the identity of the vendor who provided the information to Experian was not disclosed;

AND/OR

(b) between January 15, 2014 and September 21, 2018, Experian communicated your credit report to a third party (such as a lender) and the credit report contained a tax lien or civil judgment that was not accurately described or did not belong to you. The settlement includes state tax liens, federal tax liens, and civil judgments, and includes claims that Experian misreported those liens or judgments as unpaid, when they had in fact been paid, dismissed, or vacated.

## **6. What if I am not sure whether I am included in the Class?**

If you are still not sure whether you are included in the Class, you can call 1-866-893-8437 or visit [www.ExperianPublicRecordSettlement.com](http://www.ExperianPublicRecordSettlement.com) for more information.

You may contact the attorneys representing you for further information or assistance at: [info@ExperianPublicRecordSettlement.com](mailto:info@ExperianPublicRecordSettlement.com), or write to: *Experian Settlement Class Counsel*, 763 J Clyde Morris Blvd., Suite 1A, Newport News, VA 23601.

## **The Settlement Benefits—What You Get**

### **7. What does the settlement provide?**

The parties agreed to this “Injunctive Relief” settlement. An injunction occurs when a court orders a person or company to do or not do something – in this case, changes to Experian’s business practices, including stopping reporting tax liens and judgments through at least December 31, 2019, and disclosing to consumers the third-party vendor(s) hired by Experian to collect those records.

The settlement requires Experian, at its own expense, to design, implement, and maintain specific and substantial procedures that address the lawsuits’ concerns about how Experian reports public records. All members of the Class will receive the benefit from these changes in business practices.

The settlement does not guarantee that you will be paid money, but it does create an opportunity for monetary recovery for some people. You will not give up any rights you have to bring an individual claim against Experian unless you ultimately receive a payment in the Mediation Program or participate in the Arbitration Program (which bind the parties to accept the Arbitrator’s decision).

#### **A. Changes to Experian’s Reporting and Disclosure Practices.**

Specifically, the changes in Experian’s business practices will require Experian to do the following:

- Experian will stop reporting state and federal tax liens and civil judgments until the later of (a) December 31, 2019 or (b) 18 months following the date the settlement becomes final (“Effective Date”) or such earlier date as Experian stops reporting such records.
- After that date and for three years from the Effective Date, Experian may only report newly acquired civil judgments and state and federal tax liens after providing Class Counsel with the details of the new record collection process. If Class Counsel objects to the new proposal, Experian will be required to obtain Court approval.
- At a minimum, any new process must ensure that sufficient information is gathered about public records and their current status, so the records are conclusively matched to a consumer’s file. This match must include, at a minimum, first and last name, full date of birth, and/or at least the last four digits of the consumer’s social security number. Further, all public records must be collected at a frequency of every 60 days or less, and the collection process must be sufficiently standardized and rigorous to ensure the accuracy and completeness of the records (including updates) obtained.
- For all consumer file disclosures that contain a civil judgment or state or federal tax lien, Experian will provide the name, mailing address, and web address for its public records vendor, currently LexisNexis.

Because these procedures are being accomplished through a Court injunction, District Judge Lauck will retain ongoing supervision of these changes. The specific terms of the changes are included in the Settlement Agreement, a copy of which is available at [www.ExperianPublicRecordSettlement.com](http://www.ExperianPublicRecordSettlement.com).

**Settlement Class Members do not have to pay or buy anything to benefit from the changes in business practices or the other options provided under the settlement.**

#### **B. Mediation and Binding Arbitration Programs.**

Under the settlement, all Settlement Class Members will have 18 months following the Effective Date to determine, with the assistance of Class Counsel, whether or not they have a viable individual claim against Experian regarding civil judgment and/or tax lien reporting, and if so, mediate such claim with Experian.

Class Counsel will assist the Settlement Class Member in preparing a Mediation Request, with necessary documentation and an initial monetary demand. Only Class Counsel may represent Settlement Class Members in the Mediation and Arbitration Programs, but there will be no additional attorneys' fees charged or demanded for such representation.

Information on the types of claims eligible for mediation and the documentary evidence needed for purposes of making a claim in the Mediation Program will be posted on the Settlement Website and be available by contacting Class Counsel at [info@ExperianPublicRecordSettlement.com](mailto:info@ExperianPublicRecordSettlement.com).

Should a Mediation Payment be accepted, the Settlement Class Member will give a full, general release of his or her individual claims relating to civil judgment and/or tax lien reporting against Experian.

Should a Mediation Request not be resolved in the Mediation Program, the Settlement Class Member will have the option to proceed to the binding Arbitration Program, where the claim would then be submitted to Magistrate Judge Novak of the United States District Court for the Eastern District of Virginia for binding arbitration. Class Counsel will continue to represent the Settlement Class Member and submit a proposal on his or her behalf to the Magistrate, as will Experian. Judge Novak will select one of the two proposals to resolve the claim. Binding Arbitration Program participants will give a full, general release of his or her individual claims relating to civil judgment and/or tax lien reporting against Experian.

Participation in these Programs is voluntary and will be available for an 18-month period after the Effective Date of the settlement. This will save you the expense and difficulty of having to file your own lawsuit to obtain damages. The provision of these Programs does not limit the right of any Settlement Class Member who does not choose to participate to bring their individual claims in federal or state court.

#### **C. Credit Monitoring.**

All Settlement Class Members will also have the ability to claim two years of Experian IdentityWorks<sup>SM</sup> Plus credit monitoring.

To receive a free activation code for the product, Settlement Class Members will need to verify their identity, either through the Settlement Website's online form or through Class Counsel (*see* Question 11) and certify that they fall within the Settlement Class definition. Settlement Class Members will also need to provide an email address that can be used to send them an activation code. Activation codes will be provided to Settlement Class Members by email after the Effective Date.

Settlement Class Members may request an activation code beginning on the date the Settlement Website goes online and ending 18 months after the Effective Date. The activation code, once sent to the Settlement Class Member, will be good for 180 days and then it will expire. Once activated, the Settlement Class Member will be enrolled in the Credit Monitoring for two years, after which the enrollment will end without further action by the Settlement Class Member.

Experian has agreed to pay for the costs of providing initial notice, implementing the procedures described in the Court's injunction, administration of the Mediation and Arbitration Programs, the credit monitoring product, and Class Counsel's attorneys' fees and expenses.

#### **8. When will the proposed settlement go into effect?**

The Court will hold a fairness hearing on **February 1, 2019**, to decide whether to approve the proposed settlement. Even if the Court approves the proposed settlement, there could be appeals to the Court's decision. The time for an appeal varies and could take more than a year. The date when all appeals are completed and the proposed settlement becomes final is called the Effective Date. You can visit the Settlement Website at [www.ExperianPublicRecordSettlement.com](http://www.ExperianPublicRecordSettlement.com) after February 1, 2019 to check on the progress of the Court-approval process.

#### **9. How does the proposed settlement affect my rights?**

If the proposed settlement is finally approved by the Court, then you will be giving up the right to file a class or mass action against Experian related to Experian's reporting of public records. You keep your right to bring any and all claims for any kinds of damages and other relief against Experian related to public record reporting on an individual basis. If you participate in the Mediation Program and accept an offer of a monetary payment, or if you participate in the binding Arbitration Program, you will be required to sign a release of individual claims against Experian.

The precise terms of the release are explained in the Settlement Agreement, which you can view on the Settlement Website, [www.ExperianPublicRecordSettlement.com](http://www.ExperianPublicRecordSettlement.com).

The Court's decisions in this settlement will apply to you even if you object to the settlement or have any other claim, lawsuit, or proceeding pending against Experian relating to the same claims. If you have any questions about the release, you should visit the Settlement Website for more information or consult with a lawyer.

#### **10. Can I choose not to be in the proposed settlement?**

No. This is an Injunctive Relief settlement under Fed. R. Civ. P. 23(b)(2). The proposed settlement requires Experian to change its business practices and implement procedures to benefit all members of the Class equally. As explained in Question 7, this type of benefit is injunctive. Therefore, under this type of class action, you cannot exclude yourself from the Class or this proposed settlement.

However, as explained in Question 9, if you are not paid through the Mediation Program and do not participate in the Arbitration Program, you will retain the right to file an individual lawsuit against Experian for any damages and have your case and Experian's defenses heard in court.

## The Lawyers Representing You

### 11. Do I have a lawyer in this case?

Yes. The Court approved the following lawyers as “Class Counsel” to represent you and the Settlement Class:

- Leonard Bennett and Matthew Erausquin of Consumer Litigation Associates, P.C. in Newport News, Virginia;
- Jim Francis and John Soumilas of Francis & Mailman, P.C. in Philadelphia, Pennsylvania;
- Kristi Kelly, Andrew Guzzo, and Casey Nash of Kelly & Crandall, PLC in Fairfax, Virginia;
- E. Michelle Drake of Berger Montague PC in Minneapolis, Minnesota; and
- Micah Adkins of The Adkins Firm, P.C. in Nashville, Tennessee.

You will not be charged for these lawyers. You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying that attorney’s fees and may not participate in the Mediation or Arbitration Programs.

You may contact the attorneys representing you for further information or assistance at: [info@ExperianPublicRecordSettlement.com](mailto:info@ExperianPublicRecordSettlement.com), or write to: *Experian Settlement Class Counsel*, Consumer Litigation Associates, 763 J Clyde Morris Blvd, Suite 1A, Newport News, VA 23601.

### 12. How will the lawyers and Class Representatives be paid?

The Settlement requires Experian to pay the attorneys’ fees of the law firms that will serve as Class Counsel and additional law firms that are counsel in other lawsuits pending against Experian for the same issues as in these cases. Collectively, these law firms will ask the Court for an award of attorneys’ fees and expenses for the time, effort, and money they have spent on these cases. This amount will not exceed \$15,935,000. Class Counsel will also request service awards for the Class Representatives who helped the lawyers on behalf of the whole Class. Class Counsel will seek a service award of \$5,000 for each Class Representative, not to exceed \$65,000 for all Class Representatives. Under the terms of the settlement, Experian is not obligated to pay any amount for attorneys’ fees, expenses, and Class Representative service awards that exceed \$16 million.

Class Counsel and the other settling law firms have worked on these cases entirely on a contingent basis. They have also financed all of the litigation, paying all applicable court fees, as well as all litigation costs and expenses. Thus far, the attorneys have not received any payment for their work. Had the attorneys not succeeded in settling or winning this lawsuit, they would have recovered nothing.

Experian will pay the approved amount of attorneys’ fees and expenses and service awards, and no Settlement Class Member will owe or pay anything for the attorneys’ fees and expenses or the Class Representative service awards.

## Objecting To The Settlement

### 13. How do I tell the Court that I don't like the settlement?

If you are a Settlement Class Member, you can object to the settlement if you do not think it is fair, reasonable, or adequate.

All written objections must include:

- The objector's name, address, and telephone number;
- A sentence stating the objector believes he or she is a member of the Settlement Class;
- The factual basis and legal grounds for the objection to the Settlement;
- The identity of witnesses whom the objector may call to testify at the final approval hearing;
- The name and address of any attorney who has drafted or helped draft the objection; and
- Copies of exhibits the objector may seek to offer into evidence at the final approval hearing. Your objection must be signed, filed, and/or postmarked on or before **January 15, 2019**.

To object, you must file and/or mail your objection with the Court and mail to the other two addresses listed here no later than **January 15, 2019**:

COURT	CLASS COUNSEL	EXPERIAN COUNSEL
Clerk's Office United States District Court for the Eastern District of Virginia 701 East Broad Street Richmond, VA 23219	Leonard A. Bennett Consumer Litigation Associates 763 J Clyde Morris Blvd. Suite 1A Newport News, VA 23601	Daniel J. McLoon Jones Day 555 S Flower Street FL 50 Los Angeles, CA 90071

You may also appear at the final approval hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

Objectors may be required to answer discovery, including appearing at a deposition, to explain the basis for their objection. Any member of the Settlement Class who does not file and serve an objection in the time and manner described above will not be permitted to raise that objection later.

### 14. Where and when will the Court decide whether to approve the settlement?

The Court will hold a hearing to decide whether to approve the settlement. The hearing will be held on February 1, 2019 at 2:00 p.m. at the United States District Court for the Eastern District of Virginia, 701 East Broad Street, Richmond, Virginia 23219 in front of District Judge Lauck. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the settlement terms; whether the Settlement Class is adequately represented by the Class Representatives and Class Counsel; and whether an order and Final Judgment should be entered approving the proposed settlement. The Court also will consider Class Counsel's application for an award of attorneys' fees and expenses and the Class Representatives' compensation.

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

The hearing may be postponed to a later date without further notice; Settlement Class Members should check [www.ExperianPublicRecordSettlement.com](http://www.ExperianPublicRecordSettlement.com) regularly for any changes to this date.

You will be represented at the final approval hearing by Class Counsel, unless you choose to enter an appearance in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the hearing.

#### **15. Do I have to come to the hearing?**

No. Class Counsel will represent the Settlement Class at the final approval hearing, but you are welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it, but you may if you wish. As long as you filed and mailed your written objection on time, and it complies with Section 8.4 of the Settlement Agreement, as set forth above in Question 13, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

#### **16. May I speak at the hearing?**

You may ask the Court for permission to speak at the final approval hearing. To do so, you must send with your objection a notice that you or your lawyer would like to speak at the hearing. You cannot speak at the hearing if you do not follow this procedure.

#### **17. What happens if I do nothing at all?**

You are not required to do anything to get the benefits of the settlement. If the Court approves the proposed settlement, then you will be bound by the Court's final judgment and the release of claims explained in the Settlement Agreement.

### **Getting More Information**

#### **18. How do I get more information?**

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and when the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [www.ExperianPublicRecordSettlement.com](http://www.ExperianPublicRecordSettlement.com).

The website also provides answers to commonly asked questions, plus other information, to help you determine whether you are a member of the Settlement Class. In addition, some of the key documents in the cases will be posted on the website.

You may contact the attorneys representing you for further information or assistance at: [info@ExperianPublicRecordSettlement.com](mailto:info@ExperianPublicRecordSettlement.com), or write to: *Experian Settlement Class Counsel*, 763 J Clyde Morris Blvd., Suite 1A, Newport News, VA 23601.

**Do not write or call the judge or any court personnel concerning this lawsuit or notice.**