

## **STIPULATION AND AGREEMENT OF SETTLEMENT**

This Stipulation and Agreement of Settlement is entered into by and between Brian Douglas Larson and Ronald J. Miller as representatives of the Settlement Class (collectively, “Class Representatives”), on the one hand, and Trans Union LLC (“TransUnion”),<sup>1</sup> on the other hand, subject to preliminary and final approval by the Court.

### **I. RECITALS**

This Agreement is made with reference to and in contemplation of the following facts and circumstances.

1.1 The Pending Actions. Class Representatives claim or claimed in the Actions that TransUnion erroneously suggested in 2011 that they and Settlement Class Members were potential matches to a list of Specially Designated Nationals maintained by the U.S. Treasury, Office of Foreign Assets Control, allegedly in violation of CCRAA §§ 1785.10, 1785.14 and 1785.15; and/or FCRA §§ 1681g(a) and/or 1681e(b); and/or FCRA-State Analogs.

1.2 TransUnion’s Denial Of Liability. TransUnion vigorously denies all claims asserted against it in the Actions, denies all allegations of wrongdoing and liability and has denied all material allegations of the operative complaints in the Actions. TransUnion contends that it complied with all laws, including, without limitation, the FCRA, CCRAA and FCRA-State Analogs. TransUnion nevertheless desires to settle all claims that are asserted, or which could have been asserted, in the Actions, on the terms and conditions set forth herein, solely for the purpose of avoiding the burden, expense and uncertainty of continuing litigation and for the purpose of putting to rest the controversies engendered by the Actions. Nothing in this Agreement or any other document shall be construed as an admission or evidence of any violation of any federal or state statute, rule or regulation, or principle of common law or equity, or of any liability or wrongdoing whatsoever, or of the truth of any of the claims or facts asserted

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<sup>1</sup> Section II below contains the definitions of capitalized terms utilized herein unless otherwise noted.

or to be asserted in the Actions, or of the infirmity of any defenses that TransUnion raised or could have raised against the operative complaints or any other pleading or document filed in the Actions or any other litigation related to the Actions. Further, TransUnion is not estopped from challenging any such claim not yet asserted in the Actions if the Settlement is not finally approved.

1.3 Settlement Through Mediation. Class Representatives, Class Counsel, TransUnion and TransUnion's Counsel engaged in extensive, good faith arm's-length negotiations, including by participating in private mediations before the Hon. William Cahill (Ret.) and the Hon. Diane M. Welsh (Ret.) of JAMS, and in a formal settlement conference before the Hon. Maria-Elena James. It is the desire and intention of the Parties by entering into this Agreement to effect a full, complete and final Settlement and resolution of all claims alleged or that could have been alleged in the Actions.

1.4 Class Counsel's Investigation. Class Counsel has concluded that this Settlement with TransUnion on the terms set forth herein is fair, reasonable, adequate and in the best interests of the Settlement Class based upon their investigation and discovery, and takes into account the sharply contested issues involved, the uncertainty and cost of further prosecution of the Actions and the substantial benefits to be received by the Settlement Class pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, it is hereby STIPULATED AND AGREED, subject to the Court's approval as required by Federal Rule of Civil Procedure 23, that the Actions and each and every Released Claim shall be fully and finally settled, compromised, dismissed with prejudice, and shall be fully discharged and released as set forth herein.

## II. DEFINITIONS

2.1 "Actions" means the Larson Action and the Miller Action.

2.2 “Activation Code” means the alphanumeric code to be provided by TransUnion and distributed by the Settlement Administrator to each Settlement Class Member, solely for that Settlement Class Member’s personal use, to activate a Credit Monitoring Subscription.

2.3 “Agreement” means this Stipulation and Agreement of Settlement, including all exhibits hereto.

2.4 “CAFA Notice” means the notice requirements imposed by 28 U.S.C. § 1715(b).

2.5 “CCRAA” means the California Consumer Credit Reporting Agencies Act, Cal. Civ. Code § 1785.1 *et seq.*

2.6 “Certified Class” means the class certified by this Court in the Larson Action, which consists of 18,082 individuals in California to whom TransUnion provided a personal credit report online from September 22, 2011 to October 27, 2011, substantially similar in form to the one TransUnion provided to Plaintiff Larson dated October 26, 2011, and who may have been subject to the events described in Section 1.1 above.

2.7 “Class Counsel” means Francis & Mailman, P.C. and Ogilvie & Brewer, LLP.

2.8 “Class Notice” means the method of notice to the Settlement Class set forth in Section 7.2 below.

2.9 “Class Representatives” means Brian Douglas Larson and Ronald J. Miller.

2.10 “Corrective Disclosure” means the communication to Settlement Class Members, substantially in the form attached hereto as Exhibit A.

2.11 “Court” means the United States District Court, Northern District of California, where the Larson Action is pending.

2.12 “Credit Monitoring Subscription” means an internet-based, single-bureau, three-year TransUnion credit monitoring subscription from the date of activation, which includes daily access to TransUnion credit reports and daily access to a score calculated using the VantageScore™ credit scoring model (or, within TransUnion’s sole discretion, a comparable credit scoring model), and is subject to the terms and conditions of similar credit monitoring subscriptions offered by TransUnion to paying consumers as of the time of activation.

2.13 “Effective Date” means five (5) business days after the Judgment has become Final.

2.14 “FCRA” means the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

2.15 “FCRA-State Analogs” means any and all similar or analogous state laws to the FCRA, including, without limitation, the common law of defamation and invasion of privacy.

2.16 “File” has the same meaning as set forth in 15 U.S.C. § 1681a(g).

2.17 “Final” means the date the Judgment becomes final for all purposes, except as set forth in Section 5.4, because either (a) no objection has been made to the Settlement and no party has sought to intervene, or (b) if any objection or motion to intervene was made, no appeal has been filed and thirty (30) days have lapsed since entry of the Judgment, and if a timely appeal has been filed, the appeal is finally resolved with no possibility of further appellate or other review, resulting in final judicial approval of the Settlement.

2.18 “Final Approval Order” means the order to be entered by the Court finally approving the Settlement and resolving all issues between the Parties, as provided for in Section 9.1, substantially in the form attached hereto as Exhibit E.

2.19 “Final Fairness Hearing” means the hearing at which the Court will consider and finally decide whether to approve the Settlement, enter Judgment and make such rulings contemplated by this Agreement.

2.20 “Judgment” means a final judgment and order of dismissal with prejudice to be entered by the Court concurrently with the Final Approval Order.

2.21 “Larson Action” means *Larson v. Trans Union, LLC*, Case No. 3:12-cv-05726-WHO (N.D. Cal.).

2.22 “Long-Form Notice” means the notice informing Settlement Class Members of the Settlement, substantially in the form attached hereto as Exhibit B.

2.23 “Miller Action” means *Miller v. Trans Union, LLC*, Case No. 3:12-cv-01715-WJN (M.D. Pa.).

2.24 “Parties” means TransUnion and Class Representatives in the Actions.

2.25 “Postcard Notice” means the summary notice informing Settlement Class Members of the Settlement, substantially in the form attached hereto as Exhibit C.

2.26 “Preliminary Approval Order” means an order to be entered by the Court, as provided for in Section 8.1, substantially in the form attached hereto as Exhibit D.

2.27 “Released Claims” means any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys’ fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration or otherwise, and whether triable before a judge or jury or otherwise, that was alleged or that could have been alleged in the Miller Action or the Larson Action. Notwithstanding the foregoing, a claim is not a Released Claim if all of the following conditions are satisfied: (i) the claim is filed within thirteen (13) months of entry of the Final Approval Order; and (ii) the claim seeks only individual actual damages under 15 U.S.C. § 1681o; (iii) the Settlement Class Member pursuing such claim does not join or pursue the claim in litigation with any other person; and (iv) no remedy other than individual actual damages is sought in connection with such claim.

2.28 “Released Parties” means TransUnion and each of its members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of TransUnion’s assets, stock, units or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents (including, without limitation, holding companies), subsidiaries and affiliates of any of the above; and the past, present and future principals, trustees, partners, insurers, officers, directors, employees, independent contractors, agents, advisors, attorneys, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above, as

well as all of TransUnion's third party software vendors, including but not limited to Saksoft Limited (and its past, present and future principals, trustees, partners, insurers, officers, directors, employees, independent contractors, agents, advisors, attorneys, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators), who may have had any involvement in or responsibility for the events described in Section 1.1 above.

2.29 "Settlement" means this Agreement between the Class Representatives, on behalf of themselves and as representatives of the Settlement Class, on the one hand, and TransUnion, on the other hand, to settle, compromise and release all of the Released Parties from all of the Released Claims, fully, finally and forever.

2.30 "Settlement Administrator" means RSM US LLP or such other administrator as may be agreed to by the Parties for the purpose of giving notice to the Settlement Class of this Settlement and the Final Fairness Hearing as described in Section 7.2, subject to the Court's approval.

2.31 "Settlement Class" means the Certified Class in the Larson Action along with the additional 13,104 persons in Pennsylvania, New Jersey, Delaware and the U.S. Virgin Islands, described in TransUnion's response to Interrogatory No. 10 served in the Miller Action, who the Class Representatives contend were subject to the same events, described in Section 1.1 above, as were the members of the Certified Class.

2.32 "Settlement Class Member" means any individual within the Settlement Class who does not validly request exclusion from the Settlement.

2.33 "Settlement Website" means the website dedicated to the Settlement, on which will be posted the Postcard Notice, the Long-Form Notice, this Agreement, contact information for the Settlement Administrator, contact information for Class Counsel, the process for obtaining an Activation Code and any other material the Parties agree in writing to include.

2.34 "TransUnion" means Trans Union LLC.

2.35 “TransUnion’s Counsel” means Stroock & Stroock & Lavan LLP; Myers, Brier & Kelly, LLP; and Sherman, Silverstein, Kohl, Rose & Podolsky, P.A.

### **III. THE SETTLEMENT CLASS**

3.1 Conditional Certification Of The Settlement Class. The Class Representatives will file a motion in the Larson Action to modify the definition of the Certified Class and to conditionally certify the Settlement Class described above, for settlement purposes only, and TransUnion will not oppose such motion, but TransUnion’s non-opposition may not be used to establish the elements of class certification in any other action (including without limitation the Miller Action), to estop TransUnion from challenging class certification in any other action (including without limitation the Miller Action) or (if the Settlement does not become Final) to preclude TransUnion from seeking to decertify the Certified Class in the Larson Action.

### **IV. SETTLEMENT CONSIDERATION**

4.1 Corrective Disclosure. Beginning fourteen (14) days after the Effective Date, the Settlement Administrator will mail the Corrective Disclosure to each Settlement Class Member whose Postcard Notice was not returned as undeliverable. Corrective Disclosures will be mailed in batches of eight thousand or less, at least one (1) week apart, with the Corrective Disclosure mailings completed within sixty (60) days of the Effective Date.

4.2 Credit Monitoring Subscriptions. All Settlement Class Members will be entitled to request a Credit Monitoring Subscription.

(a) TransUnion will provide the Settlement Administrator with a sufficient number of Activation Codes to be distributed to Settlement Class Members with the Corrective Disclosure. Activation Codes will remain valid for one year after the mailing of the Corrective Disclosure.

(b) To activate a Credit Monitoring Subscription, the Settlement Class Member must provide TransUnion with a valid Activation Code, a valid electronic mail address and a valid mailing address.

(c) If TransUnion reasonably believes that a Credit Monitoring Subscription is being used by someone other than a Settlement Class Member or is being used to engage in identity theft, invasion of privacy, violations of the federal Credit Repair Organizations Act, or fraud, including, without limitation, the kind of activity described under the “Credit Repair Scams” and “Identity Theft” sections of the Federal Trade Commission’s website located at <https://www.consumer.ftc.gov/> (or a similar Federal Trade Commission website or other publication), then TransUnion may initially decline to activate or may temporarily suspend the Credit Monitoring Subscription for a maximum of twenty (20) days pending its investigation of the suspected activity. TransUnion will give notice to Class Counsel of such action within five (5) business days thereof along with the reason(s) for suspension. If TransUnion files a motion with the Court and shows good cause, the Court may order an extension of the period for which TransUnion may decline to activate or temporarily suspend a Credit Monitoring Subscription for a period determined by the Court. The Parties agree to cooperate to have any such motion pursuant to this Section heard and decided on an expedited basis.

**V. ATTORNEYS’ FEES AND COSTS AND SERVICE AWARDS**  
**TO CLASS REPRESENTATIVES**

5.1 Subject to Court approval, Class Counsel intend to seek up to one million, four hundred and eighty thousand dollars (\$1,480,000.00) in attorneys’ fees and costs, and a service award of up to ten thousand dollars (\$10,000.00) for each of the two Class Representatives (*i.e.*, total service awards of up to twenty thousand dollars (\$20,000.00)). Motions requesting approval of such amounts shall be filed no later than ten (10) days before the Final Fairness Hearing. Class Representatives and Class Counsel will not request attorneys’ fees, costs or service awards in excess of the foregoing amounts, and TransUnion will not oppose Class Counsel’s petition for fees, costs and service awards in the foregoing amounts.

5.2 Failure by the Court to approve attorneys’ fees, costs or the service awards shall not be grounds for Class Representatives to withdraw from the Settlement, and shall not delay

the Settlement's becoming Final as set forth in Section 2.17, and shall not delay the Effective Date of the releases described in Section 6.1.

5.3 THE CLASS REPRESENTATIVES RECOGNIZE AND UNDERSTAND THAT THE COURT MAY NOT APPROVE ANY SERVICE AWARDS TO THEM WHATSOEVER AND THAT THEIR SUPPORT OF THE SETTLEMENT IS IN NO WAY CONTINGENT ON ANY SERVICE AWARD. THE CLASS REPRESENTATIVES REPRESENT AND WARRANT THAT NO PROMISES OF ANY KIND HAVE BEEN MADE TO THEM WITH RESPECT TO ANY SERVICE AWARD.

5.4 Payment of attorneys' fees, costs and service awards shall occur on the later of seven (7) business days after the Effective Date or, if there is a challenge to attorneys' fees, costs and/or service awards that is not resolved prior to the Effective Date, seven (7) business days after such challenge is Final.

## **VI. RELEASE AND DISMISSAL**

6.1 Release Of Released Claims. As of the Effective Date of the Settlement, each Class Representative and each Settlement Class Member, their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and all persons acting for or on their behalf, hereby remise, release, acquit, satisfy and forever discharge all of the Released Parties from all of the Released Claims. The Class Representatives and each Settlement Class Member understand and agree that this Agreement fully and finally releases and forever resolves the Released Claims, including claims that may be unknown, unanticipated and/or unsuspected. The Class Representatives and each Settlement Class Member expressly waive any right to assert hereafter that any claims were excluded from this Agreement through ignorance, oversight, error or otherwise. The Parties, and all Settlement Class Members, agree that this paragraph constitutes a waiver of California Civil Code section 1542 and any similar or comparable provisions, rights and benefits conferred by the law of any state or territory of the United States or any jurisdiction, and any principle of common law. California Civil Code section 1542 provides:

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.

Class Representatives and each Settlement Class Member understand and acknowledge the significance of these waivers of California Civil Code section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, Class Representatives and each Settlement Class Member acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, but that they release fully, finally and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. The Parties acknowledge (and all Settlement Class Members by operation of law shall be deemed to have acknowledged) that the release of unknown Released Claims was separately bargained for and was a key element of the Settlement.

6.2 Dismissal. Entry of the Final Approval Order in the form attached hereto as Exhibit E shall operate to dismiss with prejudice all litigation by Class Representatives against TransUnion in any court, including without limitation, the Actions.

## **VII. NOTICE AND SETTLEMENT ADMINISTRATION**

7.1 Costs Of Notice And Administration. The costs of Class Notice and administration shall be paid by TransUnion.

7.2 Class Notice. Notice to the Settlement Class shall be provided as follows:

(a) Postcard Notice will be mailed by the Settlement Administrator, promptly after entry of the Preliminary Approval Order, to Settlement Class Members at their most recent address shown in TransUnion's reasonably accessible electronic records, as maintained in the ordinary course of business. The Postcard Notice will direct the Settlement Class to the

Settlement Website and will contain a toll-free telephone number for Settlement Class Members to contact the Settlement Administrator.

(b) The Long-Form Notice will be posted on the Settlement Website promptly after entry of the Preliminary Approval Order.

(c) The Settlement Administrator shall maintain a physical address and toll-free telephone number which the Settlement Class may write or call to obtain information about the Settlement. An IVR or VRU system, and not live telephone operators, will be used by the Settlement Administrator.

7.3 TransUnion To Administer Credit Monitoring Subscriptions. Except for delivering the Activation Codes, the Settlement Administrator will not be involved in the activation or administration of the Credit Monitoring Subscriptions.

7.4 CAFA Notice. All relevant approvals and court filing dates will be scheduled to ensure compliance with the Class Action Fairness Act. Class Representatives will cooperate reasonably with TransUnion to ensure compliance so that the releases described in Section 6.1 above are fully enforceable. TransUnion reserves the right, at its own expense, to have the Settlement Administrator send such CAFA Notice as may be prepared by, or at the direction of, TransUnion.

## **VIII. PRELIMINARY APPROVAL**

8.1 Preliminary Approval Order. Class Representatives will seek the Court's approval of this Agreement by filing an appropriate Motion for Preliminary Approval and seeking entry of the Preliminary Approval Order. The Parties shall cooperate in presenting such papers to the Court as may be necessary to effectuate the intent and purposes of this Agreement.

(a) At a minimum, the Preliminary Approval Order shall include the following:

(i) Conditionally certify the Settlement Class for settlement purposes only, appoint Class Counsel as counsel for the Settlement Class for settlement purposes only and appoint Ronald J. Miller as an additional Class Representative;

(ii) A finding that the Class Notice as described in Section 7.2 is the only notice to the Settlement Class that is required, and that such notice satisfies the requirements of Due Process, the Federal Rules of Civil Procedure and any other applicable laws;

(iii) A preliminary finding that the Settlement is fair, reasonable, adequate for the Settlement Class and within the range of possible approval;

(iv) A preliminary finding that Class Representatives fairly and adequately represent the interests of the Settlement Class;

(v) A preliminary appointment of Class Counsel finding that Class Counsel are adequate to act as counsel for the Settlement Class;

(vi) Set a date for the Final Fairness Hearing, to determine whether there exists any reasonable basis why the Settlement should not be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class, and why Judgment should not be entered thereon;

(vii) Establish a procedure for the Settlement Class to opt-out of the proposed Settlement and setting a postmark deadline of thirty days before the Final Fairness Hearing, after which no Settlement Class Member shall be allowed to opt-out of the Settlement Class;

(viii) Establish a procedure for Settlement Class Members to object to the proposed Settlement and setting a filing and service deadline of thirty days before the Final Fairness Hearing, after which no Settlement Class Member shall be allowed to object to the proposed Settlement; and

(ix) Entry of a preliminary injunction as to Class Representatives, the Settlement Class and any person or entity allegedly acting on behalf of the Settlement Class, either directly, representatively or in any other capacity, enjoining them from commencing or prosecuting against the Released Parties, any action or proceeding in any court or tribunal asserting any of the Released Claims.

(b) Stay Following Preliminary Approval Order. Upon entry of the Preliminary Approval Order, the Parties shall promptly cooperate in filing such papers as may be necessary to obtain a stay of the proceedings in the Actions, except as may be necessary to implement the Settlement or comply with the terms of the Agreement.

(c) Denial Of Preliminary Approval Order. If the Court fails for any reason to enter the Preliminary Approval Order substantially in the form attached hereto as Exhibit D, this Agreement shall terminate and be of no further force or effect without any further action by the Parties. In the event that the Court fails to enter the Preliminary Approval Order substantially in the form attached hereto as Exhibit D, the Parties shall return to the status quo ante as of May 1, 2018, as if no Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses as of May 1, 2018 and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any individual within the proposed Settlement Class. In such an event, nothing in this Agreement or filed in connection with seeking entry of the Preliminary Approval Order shall be construed as an admission or concession by TransUnion of the allegations raised in the Action, or any other action, of any fault, wrongdoing or liability of any kind, nor is TransUnion estopped from challenging those allegations in further proceedings in the Action or in any other action.

8.2 Conditional Transfer Of Putative Class In The Miller Action To The Northern District Of California. If necessary to effectuate the Settlement, Class Representatives will file a motion in the Miller Action under 28 U.S.C. § 1404(a) to conditionally transfer the Miller Action to the Northern District of California for settlement purposes only. If the Settlement does not become Final, the Parties will jointly file a motion under 28 U.S.C. § 1404(a) to transfer the Miller Action back to the Middle District of Pennsylvania.

8.3 Opt-Outs/Requests For Exclusion From Settlement.

(a) Requests For Exclusion. Settlement Class Members shall be given the opportunity to request exclusion from the Settlement Class. All requests by the individuals

within the Settlement Class to be excluded must be in writing, sent to the Settlement Administrator and postmarked no later than thirty (30) days before the Final Fairness Hearing. To be valid, a request for exclusion must be personally signed and must include: (i) the individual's name, address and telephone number; (ii) a sentence stating that he or she is a member in the Settlement Class; and (iii) a statement that he or she requests to be excluded from the Settlement. No individual within the Settlement Class, or any person acting on behalf of or in concert or participation with that individual, may exclude any other individual within the Settlement Class from the Settlement Class.

(b) Delivery To Parties; Certification To The Court. The Settlement Administrator shall provide copies of the requests for exclusion to the Parties no later than ten (10) days after the opt-out deadline. No later than twelve (12) days before the Final Fairness Hearing, the Settlement Administrator shall file with the Court a declaration verifying that Class Notice has been provided to the Settlement Class as set forth herein and listing all of the valid opt-outs received.

(c) Effect Of Opt-Out. All individuals within the Settlement Class who timely exclude themselves from the Settlement Class will not be eligible to receive any of the benefits of the Settlement but will not be bound by any further orders or judgments in the Actions, and will preserve their ability to independently pursue, at their own expense, any individual, non-class claims they may have against TransUnion.

(d) Unclear Communications From Settlement Class Members. In the event of ambiguity as to whether a Settlement Class Member has requested to be excluded from the Settlement (such as through contradictory submissions to the Settlement Administrator), the Settlement Class Member shall be presumed not to have requested exclusion.

(e) Right To Withdraw For Excessive Opt-Outs. If the number of exclusion requests exceeds 900, then TransUnion may terminate the Agreement in its sole discretion and the Parties shall be returned to the status quo ante as of May 1, 2018, for all litigation purposes, as if no Settlement had been negotiated or entered into. If TransUnion exercises this right to

declare the Agreement void, then TransUnion shall provide Class Counsel with written notice of this election no later than twelve (12) days before the Final Fairness Hearing. If TransUnion declares this Agreement void, nothing in this Agreement or filed in connection with seeking entry of the Preliminary Approval Order shall be construed as an admission or concession by TransUnion of the allegations raised in the Actions, or any other action, of any fault, wrongdoing or liability of any kind, nor is TransUnion estopped from challenging those allegations in further proceedings in the Actions or in any other action.

8.4 Objections To Settlement.

(a) Right To Object. Any Settlement Class Member may appear at the Final Fairness Hearing to argue that the proposed Settlement should not be approved and/or to oppose the application of Class Counsel for an award of attorneys' fees and costs and the service award to Class Representatives.

(b) Deadline. Not later than thirty (30) days before the Final Fairness Hearing, any objection to the Settlement must be filed with the Clerk of the United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102 (or electronically via the CM/ECF system) and shall be served on Class Counsel and TransUnion's Counsel. Notwithstanding the foregoing, objections solely as to attorneys' fees or service awards may be made no later than seven (7) days after the filing of a motion for the award of attorneys' fees and/or service awards.

(c) Content Of Objections. All objections must include: (i) the objector's name, address and telephone number; (ii) a sentence stating that to the best of his or her knowledge he or she is a member of the Settlement Class; (iii) the factual basis and legal grounds for the objection to the Settlement; (iv) the identity of witnesses whom the objector may call to testify at the Final Fairness Hearing; (v) the name and address of any attorney who has drafted or helped draft the objection; and, (vi) copies of exhibits the objector may seek to offer into evidence at the Final Fairness Hearing.

**IX. FINAL APPROVAL OF SETTLEMENT**

9.1 Final Fairness Hearing. On a date to be set by the Court, but no later than ten (10) days before the Final Fairness Hearing, Class Representatives will move for entry of the Final Approval Order granting final approval of the Settlement and entering Judgment in the Actions. The Final Approval Order shall provide:

(a) That the Settlement Class is certified for settlement purposes only, and that Ronald J. Miller is appointed as an additional Class Representative in the Actions;

(b) That Class Representatives fairly and adequately represent the interests of the Settlement Class;

(c) That Class Counsel adequately represents Class Representatives and the Settlement Class;

(d) That notice was provided in satisfaction of the requirements of Due Process, the Federal Rules of Civil Procedure and any other applicable laws;

(e) That the Settlement is fair, reasonable and adequate to the Settlement Class and that each Settlement Class Member shall be bound by the Settlement, including the releases contained in Section 6.1 above;

(f) That the Settlement represents a fair resolution of all Released Claims asserted on behalf of the Settlement Class and fully and finally resolves and releases all such Released Claims;

(g) That the Settlement should be, and is, approved;

(h) The amount of attorneys' fees and cost and a service award that may be paid;

(i) Confirm the opt-outs from the Settlement;

(j) Overrule any objections;

(k) Dismiss, on the merits and with prejudice, all claims in the Actions, and permanently enjoin each and every Settlement Class Member from bringing, joining or

continuing to prosecute against the Released Parties any Released Claims, and enter Judgment thereon; and,

(l) Retain jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of this Agreement and the Settlement.

## **X. TERMINATION OF AGREEMENT**

10.1 Non-Approval Of Agreement. This Agreement is conditioned upon final approval without material modification by the Court. In the event that the Agreement is not so approved or the Settlement does not become Final, the Parties shall return to the status quo ante as of May 1, 2018, as if no Agreement had been negotiated or entered into. Among other things, the Settlement Class shall be partially decertified and the Certified Class shall be reinstated (without waiver of TransUnion's right to later move for decertification of the Certified Class), and the Parties shall request a prompt decision from the assigned District Judge in the Middle District of Pennsylvania in the Miller Action on TransUnion's pending objection to the report and recommendation on the motion for class certification. No doctrine of waiver, estoppel or preclusion shall be asserted in any litigated class certification proceedings or otherwise asserted in any other aspect of the Actions or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with this Agreement may be used by Class Representatives, any proposed Settlement Class Member, TransUnion, or any other person to establish liability, any defense and/or any of the elements of class certification in any other proceeding.

10.2 Preservation Of Parties' Rights. Should the Agreement not be finally approved by the Court, the Parties shall be deemed to have preserved all of their rights or defenses as of May 1, 2018, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class. In the event that the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have the right to withdraw from the

Agreement and return to the status quo ante as of May 1, 2018, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class.

## **XI. MISCELLANEOUS PROVISIONS**

11.1 Further Assurances. Each of the Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement.

11.2 Dispute Resolution. The Parties agree to meet and confer in good faith in regard to any dispute relating to the Settlement or to administration of the Settlement, prior to seeking relief from the Court. The Parties shall bear their own attorneys' fees and costs with respect to any dispute arising under this Settlement.

11.3 Publicity And Non-Disparagement. The Parties shall refrain from disparaging each other or taking any action designed to harm the public perception of each other regarding any issue related to the Settlement or the Actions. The Parties, TransUnion's Counsel and Class Counsel further agree not to issue press releases or otherwise initiate communications with the media regarding this Settlement or the Actions. Nothing in this section shall be construed to preclude Class Counsel from communicating with Class Representatives or any Settlement Class Member in regard to the Settlement or the benefits provided thereunder.

11.4 Entire Agreement. This Agreement constitutes the entire agreement between and among the Parties with respect to the Settlement. This Agreement supersedes all prior negotiations and agreements, including without limitation all proposals made by the mediators, all prior drafts of this Agreement and all correspondence relating thereto. The Parties represent and warrant that no other party or any agent or attorney of any of the Parties has made any promise, representation or warranty whatsoever not contained in this Agreement to induce them to execute the same. The Parties represent and warrant that they have not executed this Agreement in reliance on any promise, representation or warranty not contained in this Agreement.

11.5 Confidentiality. Any and all drafts of this Agreement and other settlement documents relating to the negotiations between the Parties will remain confidential and will not be disclosed or duplicated except as necessary to obtain preliminary and/or final Court approval. This provision will not prohibit the Parties from submitting this Agreement to the Court in order to obtain preliminary and/or final approval of the Settlement. It is agreed that, within thirty (30) days after the Effective Date, the originals and all copies of all confidential or highly confidential documents and/or information subject to protective order in any of the Actions shall be destroyed or returned to the designating Parties.

11.6 Successors and Assigns. The Agreement shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the Parties.

11.7 Competency Of Parties. The Parties, and each of them, acknowledge, warrant, represent and agree that in executing and delivering this Agreement, they do so freely, knowingly and voluntarily, that they had an opportunity to and did discuss its terms and their implications with legal counsel, that they are fully aware of the contents and effect of the Agreement and that such execution and delivery is not the result of any fraud, duress, mistake or undue influence whatsoever.

11.8 Authority. The persons signing this Agreement on behalf of TransUnion warrant and represents that he or she is authorized to sign on its behalf. The Class Representatives have personally signed this Agreement.

11.9 Modification. No modification of or amendment to this Agreement shall be valid unless it is in writing and signed by all Parties hereto.

11.10 Construction. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provision valid to the fullest extent possible consistent with applicable precedent so as to find all provisions of this Agreement valid and enforceable. After applying this rule of construction and still finding a provision invalid, the Court shall thereupon interpret the invalid provision to the fullest extent possible to otherwise enforce the invalid

provision. The invalidity of any one provision shall not render this Agreement otherwise invalid and unenforceable unless the provision found to be invalid materially affects the terms of this Agreement after application of the rules of construction set forth in this paragraph.

11.11 No Waiver. The failure of any of the Parties to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, or any other provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of any of the Parties thereafter to enforce that provision or each and every other provision. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other breach.

11.12 Notices/Communications. All requests, demands, claims and other communications hereunder shall: (a) be in writing; (b) be delivered by U.S. Mail; (c) be deemed to have been duly given on the date received; and, (d) be addressed to the intended recipients as set forth below:

If to Class Representatives or the Settlement Class:

John Soumilas, Esq.  
Francis & Mailman, P.C.  
Land Title Building, Suite 1902  
100 South Broad Street  
Philadelphia, PA 19110  
Fax: (215) 940-8000

and

Andrew J. Ogilvie, Esq.  
Ogilvie & Brewer LLP  
4200 California Street, Suite 100  
San Francisco, CA 94118  
Fax: (415) 956-3233

If to TransUnion:

Stephen J. Newman, Esq.  
Stroock & Stroock & Lavan LLP  
2029 Century Park East  
Los Angeles, CA 90067  
Fax: (310) 556-5959

and

TransUnion – Law Department  
555 West Adams Street  
Chicago, IL 60661

Each of the Parties may change the address to which requests, demands, claims or other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth herein.

11.13 Counterparts. This Agreement may be executed in one or more counterparts and, if so executed, the various counterparts shall be and constitute one instrument for all purposes and shall be binding on each of the Parties that executed it, provided, however, that none of the Parties shall be bound unless and until all Parties have executed this Agreement. For convenience, the several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies of executed copies of this Agreement may be treated as originals.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

Agreed and accepted:

Dated: May 31, 2018

  
\_\_\_\_\_  
Brian Douglas Larson

Dated: May \_\_, 2018

\_\_\_\_\_  
Ronald J. Miller

Dated: May \_\_, 2018

\_\_\_\_\_  
TRANSUNION LLC

By: \_\_\_\_\_  
Name:  
Title:

Approved as to form and content:

Dated: May \_\_, 2018

\_\_\_\_\_  
FRANCIS & MAILMAN, P.C.

By: \_\_\_\_\_  
John Soumilas  
Attorneys for Class Representatives  
and the Settlement Class

Dated: May \_\_, 2018

\_\_\_\_\_  
OGILVIE & BREWER LLP

By: \_\_\_\_\_  
Andrew Ogilvie  
Attorneys for Class Representatives  
and the Settlement Class

Agreed and accepted:

Dated: May \_\_, 2018

\_\_\_\_\_  
Brian Douglas Larson

Dated: May 31, 2018

*Ronald J. Miller Jr.* *Ronald J. Miller Jr.*  
\_\_\_\_\_  
Ronald J. Miller

Dated: May \_\_, 2018

TRANSUNION LLC

By: \_\_\_\_\_

Name:  
Title:

Approved as to form and content:

Dated: May \_\_, 2018

FRANCIS & MAILMAN, P.C.

By: \_\_\_\_\_

John Soumilas  
Attorneys for Class Representatives  
and the Settlement Class

Dated: May \_\_, 2018

OGILVIE & BREWER LLP

By: \_\_\_\_\_

Andrew Ogilvie  
Attorneys for Class Representatives  
and the Settlement Class

Agreed and accepted:

Dated: May \_\_, 2018

\_\_\_\_\_  
Brian Douglas Larson

Dated: May \_\_, 2018

\_\_\_\_\_  
Ronald J. Miller

Dated: May \_\_, 2018

TRANSUNION LLC

By:   
\_\_\_\_\_  
Name: Denise A Norgle  
Title: SVP & Division General Counsel

Approved as to form and content:

Dated: May \_\_, 2018

FRANCIS & MAILMAN, P.C.

By: \_\_\_\_\_  
John Soumilas  
Attorneys for Class Representatives  
and the Settlement Class

Dated: May \_\_, 2018

OGILVIE & BREWER LLP

By: \_\_\_\_\_  
Andrew Ogilvie  
Attorneys for Class Representatives  
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Ronald J. Miller

Dated: May \_\_, 2018

TRANSUNION LLC

By: \_\_\_\_\_

Name:

Title:

Approved as to form and content:

Dated: May 31, 2018

FRANCIS & MAILMAN, P.C.

By: \_\_\_\_\_

John Soumilas

Attorneys for Class Representatives  
and the Settlement Class

Dated: May 31, 2018

OGILVIE & BREWER LLP

By: \_\_\_\_\_

Andrew Ogilvie

Attorneys for Class Representatives  
and the Settlement Class

Approved as to form:

Dated: May 31, 2018

STROOCK & STROOCK & LAVAN LLP

By:

  
\_\_\_\_\_  
Stephen J. Newman  
Attorneys for TransUnion LLC