

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

Smith v. Experian Information Solutions, Inc.
Case No. 8:17-cv-00629-CJC-AFM

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 *Smith v. Experian Information Solutions, Inc.*, Case No. 8:17-cv-00629-CJC-AFM.

The plaintiff in the case, Wanda Smith (“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 CashCall, Inc. (“CashCall”), a debt collector for loans originated by Western Sky Financial, LLC (“Western Sky”), on or after January 1, 2015. Plaintiff alleges that after Experian deleted all CashCall accounts from consumers’ credit reports in December 2014, Experian permitted a subset of those accounts to begin reporting again with inaccurate information.

Under the terms of the settlement, Experian has agreed to establish a \$5,000,000 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 approximately \$250.	
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 CashCall account. If you opt-out, you will not receive an automatic payment under this settlement. For more detailed information, see Question 9.	October 14, 2020
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.	October 14, 2020

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 Cormac J. Carney of the U.S. District Court for the Central District of California (“Court”) is presiding over this case. The case is known as *Smith v. Experian Information Solutions, Inc.*, Case No. 8:17-cv-00629-CJC-AFM (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 after Experian deleted all CashCall accounts from consumers’ credit reports in December 2014, Experian permitted a subset of those accounts to begin reporting again with inaccurate information. 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 Settlement Class is defined as “All persons whose Experian consumer report contained an account from CashCall, Inc. reflecting delinquency on a loan originated by Western Sky Financial, LLC on or after January 1, 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 \$5,000,000 into a settlement fund. The settlement fund will be used to make automatic payments of approximately \$250 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 not to exceed \$10,000 and Class Counsel’s fees and expenses not to exceed 25% 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.ExperianCashCallSettlement.com.

7. When will I receive my payment?

The Court will hold a Final Approval Hearing on **November 9, 2020 at 1:30 PM** 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 CashCall 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 CashCall account.

Section IX of the Settlement Agreement, including Paragraphs 20-22 and 59-61, 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.ExperianCashCallSettlement.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 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 **October 14, 2020**, to:

**CLASS ACTION OPT OUT
ATTN: Smith v. Experian Class Action
PO Box 58220
Philadelphia, PA 19102**

This statement must contain the following information:

- 1) The name of this proceeding (*Smith v. Experian Information Solutions, Inc.*, Case No. 8:17-cv-00629-CJC-AFM 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. The Court cannot order a larger settlement or award you more based on your individual circumstances; the Court can only approve or deny the Settlement as it is presented.

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

- 1) The name of this proceeding (*Smith v. Experian Information Solutions, Inc.*, Case No. 8:17-cv-00629-CJC-AFM 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 **October 14, 2020**, to the following address:

**CLASS ACTION OBJECTION
ATTN: Smith v. Experian Class Action
PO Box 58220
Philadelphia, PA 19102**

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 not to exceed 25% of the settlement fund, and reimbursement for costs and expenses not to exceed \$50,000 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 **October 19, 2020** and will be available to view on the settlement website at www.ExperianCashCallSettlement.com.

13. Will the class representatives receive any additional money?

The class representative in this action is Wanda Smith. Class Counsel will ask the Court to award Ms. Smith a service award not to exceed \$10,000 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 **November 9, 2020 at 1:30 PM**. The hearing may be conducted telephonically, by videoconference, or in-person in Courtroom 9C, Ninth Floor of the Ronald Reagan Federal Building and United States Courthouse, located at 411 West Fourth Street, Santa Ana, California, 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 by mail at Smith v. Experian Class Action, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, by email at info@ExperianCashCallSettlement.com, or by phone at 1-833-300-8215, 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.ExperianCashCallSettlement.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.