

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is made as of November 17, 2025, by and between, as herein defined, (a) Settlement Class Representative, on behalf of herself and the Settlement Class, and (b) Equifax.<sup>1</sup> This Agreement fully and finally compromises and settles any and all claims that are, were, or could have been asserted in the litigation styled *Bradberry v. Equifax Information Services LLC*, No. 1:22-cv-04574 (N.D. Ga.), except as expressly provided herein.

### **I. RECITALS**

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

1.1 Plaintiff filed her Complaint in the Lawsuit on December 1, 2022. In her Complaint, Plaintiffs allege that Equifax willfully and negligently violated the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 *et seq.*, by allegedly reporting Duplicate Collection Accounts on Plaintiff’s consumer reports. Plaintiff asserts a claim under Section 1681e(b), alleging that Equifax failed to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the consumer reports it published concerning Plaintiff. Specifically, Plaintiff alleges that Equifax improperly reported her Cavalry collections account #21885251 more than once in consumer reports it allegedly provided about her to certain third parties. Plaintiff’s Complaint seeks actual, statutory, and/or punitive damages; injunctive relief; and attorneys’ fees and costs of suit.

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

1.2 Equifax filed its Answer to the Complaint on February 14, 2023. On June 27, 2023, the Parties jointly agreed to seek a temporary stay of the litigation to allow them time to conduct a mediation to try to resolve the Lawsuit. The Court granted the Parties' request and entered a stay on July 6, 2023. In October 2023, the Parties engaged in mediation before the Honorable Wayne R. Andersen (Ret.). The Parties failed to resolve the Lawsuit at that time.

1.3 Following the October 2023 mediation, the Parties engaged in extensive discovery. Both sides served and responded to written discovery requests and made numerous document productions. The Parties served document subpoenas on several third parties and took the depositions of those third parties. Equifax also took the deposition of Plaintiff twice. The Parties also engaged in a number of meet and confer discussions regarding discovery matters, Plaintiff's claims, and Equifax's defenses. Near the end of fact discovery, the Parties jointly agreed to seek a temporary stay of litigation to allow them time to conduct a second mediation to try to resolve the Lawsuit. The Court granted the Parties' request and entered a stay on March 26, 2025.

1.4 To that end, on June 23, 2025, the Parties engaged in extensive, good faith, arms-length negotiations under the supervision of the Honorable Judge Diane M. Welsh (Ret.). The mediation session resulted in an agreement on the principal terms of a settlement.

1.5 Equifax denies all allegations of wrongful conduct as asserted in the Lawsuit, denies any liabilities in the Lawsuit, and denies that Plaintiff or any Settlement Class Member is entitled to any relief. Equifax contends that it complied with all relevant provisions of the FCRA at all times relevant to the Lawsuit. Nevertheless, the Parties recognize the expense and length of proceedings necessary to continue litigation of the Lawsuit through completion of discovery, motion practice, trial, and any appeals. The Parties have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation.

The Parties are also aware of the burdens of proof necessary to establish liability and damages for the claims alleged in the Complaint and the defenses thereto. Based on these factors, the Parties have determined that the settlement set forth in this Agreement is in their best interests and that the Agreement is fair, adequate, and reasonable. The Parties have therefore agreed to settle the claims asserted in the Lawsuit pursuant to the terms and provisions of this Agreement.

1.6 By entering into this Agreement, it is the desire and intention of the Parties to affect a full, complete, and final settlement and resolution of all existing class disputes and claims that relate to or arise out of the facts and claims alleged in the Lawsuit.

NOW, THEREFORE, in consideration of the promises, covenants, and agreements set forth herein, and for other good and valuable consideration acknowledged by each of the Parties to be satisfactory and adequate, it is hereby AGREED, subject to the Court's approval as required by Federal Rule of Civil Procedure 23, that each and every Released Claim, as described in Section 9 below, shall be fully and finally settled and compromised and dismissed with prejudice, and shall be fully discharged and released, upon and subject to the following terms and conditions:

## **II. DEFINITIONS**

As used in all parts of this Agreement, including the recitals above, and the exhibits hereto, the following terms have the meanings specified below:

2.1 "Affiliate" means, with respect to any Entity, any other Entity that directly or indirectly controls or is controlled by, or is under common control with, such Entity. For purposes of this definition, "control" when used with respect to any Entity means an ownership interest of at least twenty-five percent (25%) and/or the power to direct the management and policies of such Entity, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.

2.2 “Agreement” or “Settlement Agreement” means this Settlement Agreement and Release, including all exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Lawsuit between them and which is subject to approval by the Court.

2.3 “Benefit Code” means the code that the Settlement Class Members will be provided in order to access their free Equifax Complete product.

2.4 “Cavalry” means Cavalry Investments LLC.

2.5 “Claim Form” means the document in the form of Exhibit F to be made available to members of the Settlement Class.

2.6 “Claims Submission Deadline” means the date by which all Claim Forms must be submitted (being one hundred and twenty days (120) days after entry of a Preliminary Approval Order).

2.7 “Class Counsel” means Marcus & Zelman, LLC and Francis Mailman Soumilas, P.C.

2.8 “Class List” means the list to be provided by Equifax to the Settlement Administrator, which shall contain a list of U.S. consumers identified by Equifax as having been mailed the Duplicate Reporting Letter. The Class List shall also include reasonably available contact information for such consumers (including full name and current address (to the extent available)), as well as any other identifying information agreed upon by the Parties (and to the extent available), such as email addresses (in consultation with the Settlement Administrator).

2.9 “Class Period” means March 1, 2022 to September 30, 2022.

2.10 “Complaint” means Plaintiffs’ Class Action Complaint for FCRA violations filed in the Lawsuit on December 1, 2022.

2.11 “Court” means the United States District Court, Northern District of Georgia, where the Lawsuit is pending.

2.12 “Duplicate Collection Account(s)” refers to a duplicate collection account caused by the issue identified in the Duplicate Reporting Letter.

2.13 “Duplicate Reporting Letter” means the letter attached hereto as Exhibit G.

2.14 “Effective Date” means the date when all of the conditions set forth in Section 13 of this Agreement have occurred.

2.15 “Entity” means any corporation, partnership, limited liability company, association, trust, or other organization of any type.

2.16 “Equifax” means Defendant Equifax Information Services LLC.

2.17 “Equifax’s Counsel” means King & Spalding LLP.

2.18 “Final Approval” means entry of a Final Approval Order and Judgment.

2.19 “Final Approval Hearing” means the hearing at which the Court will consider the fairness, adequacy, and reasonableness of the Settlement pursuant to Federal Rule of Civil Procedure 23 and whether to approve the Settlement, enter a Final Approval Order and Judgment, and make such rulings as contemplated by this Agreement. The Final Approval Hearing shall take place no earlier than one hundred and fifty-five (155) days following entry of a Preliminary Approval Order.

2.20 “Final Approval Order and Judgment” means an order and judgment that the Court enters after the Final Approval Hearing, which, among other things, finally approves the Agreement, certifies the Settlement Class, dismisses the Lawsuit with prejudice, and otherwise satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23 in all respects, substantially in the form of Exhibit A hereto.

2.21 “Lawsuit” means the litigation styled *Bradberry v. Equifax Information Services LLC*, No. 1:22-cv-04754 (N.D. Ga.).

2.22 “Notice Date” means the date by which the Settlement Administrator substantially completes initial notice to the Settlement Class in accordance with this Settlement Agreement (being sixty (60) days after entry of a Preliminary Approval Order).

2.23 “Notice and Administration Costs” means reasonable costs and expenses incurred by the Settlement Administrator in performing its obligations set forth in Section 5 and otherwise in this Agreement.

2.24 “Objection Deadline” means the deadline, as set forth in the Preliminary Approval Order, by which written objections to the Settlement must be filed with the Court (being one hundred and twenty days (120) days after entry of a Preliminary Approval Order).

2.25 “Opt-Out Deadline” means the deadline, as set forth in the Preliminary Approval Order, by which written requests for exclusion from the Settlement must be postmarked for sending to the Settlement Administrator (being one hundred and twenty days (120) days after entry of a Preliminary Approval Order).

2.26 “Parent” means, with respect to any Entity, any other Entity that owns or controls, directly or indirectly, at least a majority of the securities or other interests that have by their terms ordinary voting power to elect a majority of the board of directors, or a majority of others performing a similar function, of such Entity.

2.27 “Parties” means the Settlement Class Representative, on behalf of themselves and the Settlement Class, and Equifax.

2.28 “Parties’ Counsel” means Class Counsel and Equifax’s Counsel.

2.29 “Plaintiff” means Charmayne Bradberry who filed the Complaint in the Lawsuit.

2.30 “Preliminary Approval Order” means an order to be entered by the Court finding that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2) and concluding that the Court will likely be able to certify the Settlement Class for purposes of entering a Final Approval Order and Judgment, substantially in the form of Exhibit B hereto.

2.31 “Released Claims” means any and all claims, defenses, demands, actions, causes of action, rights, obligations, offsets, setoffs, suits, damages, lawsuits, costs, relief for contempt, losses, attorneys’ fees, expenses, or liabilities of any kind whatsoever under FCRA section 1681e(b) arising out of, or relating to (i) Equifax’s inclusion of a Duplicate Collection Account in a consumer’s Equifax credit file or (ii) Equifax’s reporting of a Duplicate Collection Account to a third party, the facts alleged in the Lawsuit, or any theories of recovery that were, or could have been, raised at any point in the Lawsuit existing on the Effective Date of the Agreement.

2.32 “Released Parties” means Equifax and any of its current, former, and future Affiliates, Parents, Subsidiaries, representatives, officers, agents, directors, employees, contractors, vendors, insurers, Successors, assigns, and attorneys.

2.33 “Settlement” means the settlement of the Lawsuit by and between the Parties, and pursuant to the terms and conditions set forth in this Agreement.

2.34 “Settlement Administrator” means, subject to approval by the Court, Angeion Group. A different Settlement Administrator may be substituted if approved by order of the Court.

2.35 “Settlement Class” shall have the meaning set forth in Section 3 below.

2.36 “Settlement Class Member” means any individual within the Settlement Class.

2.37 “Settlement Class Representative” means the Plaintiff.

2.38 “Settlement Fund” means the non-reversionary fund of Two Million Two Hundred Thousand Dollars (\$2,200,000.00) common fund for the benefit of the Settlement Class. The Settlement Fund includes payment to Settlement Class Members, notice to Settlement Class Members and administration expenses, and payment of attorneys’ fees of up to one-third (1/3) of the Settlement Fund, plus Plaintiff’s litigation costs and expenses.

2.39 “Settlement Website” means the website to be developed and operated by the Settlement Administrator, which will be accessible to Settlement Class Members and contain relevant Settlement information and documents, notice materials, and important dates.

2.40 “Subsidiary” means, with respect to any Entity, any other Entity of which the first Entity owns or controls, directly or indirectly, at least a majority of the securities or other interests that have by their terms ordinary voting power to elect a majority of the board of directors, or others performing similar functions, of the other Entity.

2.41 “Successor” means, with respect to a natural person, that person’s heirs, successors, and assigns, and, with respect to an Entity, any other Entity that through merger, buyout, assignment, or any other means or transaction, acquires all of the first Entity’s duties, rights, obligations, shares, debts, or assets.

2.42 “Unknown Claims” means any and all Released Claims that any Settlement Class Representative or Settlement Class Member does not know or suspect to exist in his or her favor as of the Effective Date and which, if known by him or her, might have affected his or her decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Settlement Class Representative, and Settlement Class Members shall have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, the District of Columbia, or principle of common law

or otherwise, which includes or is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

The Settlement Class Representative and Class Counsel acknowledge, and each Settlement Class Member by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and was a key element of the Agreement.

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

3.1 **Settlement Class Definition.** The “Settlement Class” is defined as the U.S. consumers identified by Equifax as having been mailed a Duplicate Reporting Letter. Excluded from the Settlement Class are (i) Equifax, any entity in which Equifax has a controlling interest, and Equifax’s officers, directors, legal representatives, Successors, Subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Lawsuit and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly opts out of the Settlement Class.

3.1 **Certification of Settlement Class for Settlement Purposes Only.** Equifax denies that the elements of Federal Rule of Civil Procedure 23 are satisfied for purposes of a litigation class, denies that a litigation class would be manageable, and denies that any litigation class may be certified in the Lawsuit. However, solely for purposes of avoiding the expense and inconvenience of further litigation, Equifax does not oppose certification of the Settlement Class for settlement purposes only. Preliminary certification of the Settlement Class for settlement

purposes shall not be deemed a concession that certification of the putative class or any litigation class is appropriate, nor would Equifax be precluded from opposing class certification in further proceedings in the Lawsuit if this Agreement does not receive final approval. If the Final Approval Order and Judgment does not occur for any reason whatsoever, the certification of the Settlement Class will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any proceedings involving Equifax. No agreements made by or entered into by Equifax in connection with this Agreement may be used by Settlement Class Representative, any Settlement Class Member, or any other persons or entities to establish any of the elements of class certification in any other proceedings against Equifax.

#### IV. SETTLEMENT BENEFITS

4.1 **Injunctive Relief.** The Parties have negotiated practice changes and enhancements by Equifax relating to the issue identified in the Duplicate Reporting Letter. These practice changes are an integral component of the Settlement. As relief provided to the Settlement Class, Equifax agrees to take the following steps, which shall be incorporated into the Final Approval Order and Judgment (or an accompanying order entered simultaneously therewith):

(a) No later than forty-five (45) days after the Effective Date, Equifax shall take reasonable steps to:

- (i) Affirm that all Duplicate Collection Accounts have been removed from the Settlement Class Members' Equifax credit files; and
- (ii) Remove any Duplicate Collection Accounts from the Settlement Class Members' Equifax credit files to the extent not already removed.

(b) Equifax shall continue any implemented changes to its practices to avoid reporting the same collection account more than once on the same Equifax consumer report for a period of six (6) months.

4.2 **Six Months of Equifax Complete.** Equifax shall provide all Settlement Class Members with complimentary access to Equifax Complete for a period of six (6) months following the Effective Date at a face value of \$2,247,764.70.

(a) To obtain the six (6) months of Equifax Complete, the Settlement Class Member must access myEquifax and complete the sign-up process that is required of every other Equifax Complete user. All Settlement Class Members shall be deemed to have opted out of any arbitration clause included within the sign-up process. When the Settlement Class Member is asked for a credit card number for payment, the Settlement Class Member may enter the Benefit Code that will be provided to each Settlement Class Member as described below. The ability of a Settlement Class Member to log on to myEquifax and sign up for the free six (6) months of Equifax Complete shall extend six (6) months from the mailing of the Benefit Code Notice. After the expiration of the six-month period, no Settlement Class Member will be eligible for the six (6) months of free Equifax Complete.

(b) **Benefit Code Notice:** No later than sixty (60) days after the Effective Date, Claims Administrator shall begin sending the Benefit Code Notice (in a form substantially similar to that mutually agreed upon by the Parties) by the same method which the Settlement Class Member's notice was delivered. To the extent a Settlement Class Member does not receive or claims not to have received a Benefit Code Notice, the Settlement Class Member may request a duplicate Benefit Code Notice from the Claims Administrator. The Benefit Code Notice will provide each Settlement Class Member with the website address

at which the Equifax Complete may be obtained, a Benefit Code that will be used in place of payment, and instructions on how to obtain the six (6) months of free Equifax Complete. In order for the Settlement Class Members to obtain the six (6) months of free Equifax Complete, they will be required to successfully complete the sign-up process required by Equifax for all purchasers of Equifax Complete. All Settlement Class Members shall be deemed to have opted out of any arbitration clause included within the sign-up process. Equifax shall not have any further obligation to provide Equifax Complete other than as set forth in this Settlement Agreement.

#### **4.3 Settlement Fund.**

Equifax shall create and pay to the Settlement Administrator a Settlement Fund in the amount of Two Million Two Hundred Thousand Dollars and Zero Cents (\$2,200,000.00), in two installments as follows:

(a) First payment

The first payment into the Settlement Fund shall consist of the sum of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), to be paid by Equifax to the Settlement Administrator within thirty (30) calendar days after entry of the Preliminary Approval Order, to be used to pay Notice and Administration Expenses prior to the date of the Final Approval Hearing.

(b) Second payment

The balance of the Settlement Fund, in the amount of Two Million One Hundred Thousand Dollars and Zero Cents (\$2,100,000.00) shall be paid by Equifax to the Settlement Administrator for deposit into the Settlement Fund within thirty (30) calendar days after the date of the Final Approval Order.

The Settlement Administrator shall hold these funds in escrow and shall disburse them in accordance with the terms of this Agreement.

#### 4.4 Allocation of the Settlement Fund

The Settlement Fund shall be allocated as follows:

(a) Payments to Settlement Class Members

Within forty-five (45) calendar days of the Effective Date, the Settlement Administrator shall pay to each Settlement Class Member whose Settlement Notice is not returned as undeliverable and who is not an Excluded Class Member, and who makes a claim pursuant to Section 7 hereof.

(b) Attorneys' Fees and Expenses

The Settlement Administrator shall pay to Class Counsel from the Settlement Fund the attorneys' fees and costs consistent with section 8.2 below.

(c) Costs of Settlement Administration

Within fourteen (14) calendar days of the Settlement Administrator's receipt of the second payment described in section 4.3(b) above, the Settlement Administrator may make a payment to itself for further Notice and Administration Expenses with the written approval of Class Counsel, consistent with any orders of the Court pertaining to such costs.

(d) No reversion to Equifax

There shall be no reversion of any portion of the Settlement Fund to Equifax.

(e) Any amounts remaining in the Settlement Fund after all other payments specified in this Agreement are made shall be distributed as a *cy pres* award. Class Counsel selects the National Consumer Law Center as *cy pres* recipient. The *cy pres* distribution shall occur not later

than sixty (60) calendar days after the void date of the latest dated distribution to any Settlement Class Member.

4.5 **Qualified Settlement Fund.** The Parties agree to treat the Settlement Fund as being at all times a “Qualified Settlement Fund” within the meaning of Treas. Reg. § 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section 4.4, including the relation-back election (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. All provisions of this Agreement shall be interpreted in a manner that is consistent with the Settlement Fund being a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1. The Settlement Administrator shall timely and properly file all information and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k), (1)). Such returns shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Funds. Equifax shall not be responsible for the filing or payment of any taxes or expenses connected to the Qualified Settlement Fund.

4.6 **No Responsibility or Liability for Administration of Settlement Fund.** Equifax shall have no responsibility or liability relating to the administration, investment, or distribution of the Settlement Fund.

**V. NOTICE AND SETTLEMENT ADMINISTRATION**

5.1 **Costs of Notice and Administration.** Equifax shall pay for Notice and Administration Costs as part of the Settlement Fund. Equifax shall make an initial payment of One Hundred Thousand Dollars (\$100,000) to cover expected Notice and Administration Costs within ten (10) days of entry of a Preliminary Approval Order by the Court. This initial payment is not intended as a cap on the total amount paid for Notice and Administrations Costs, all of which will be paid out of the Settlement Fund. Thereafter, the Settlement Administrator shall submit monthly invoices to the Parties, which will be paid from the Settlement Fund. Equifax has no obligation to pay any Notice and Administration Costs except through the Settlement Fund.

5.2 **Settlement Administrator's Duties.** The Parties agree that Class Counsel will retain an independent Settlement Administrator, subject to Court approval. Class Counsel has selected, subject to Court approval, Angeion Group to serve as the Settlement Administrator. The Settlement Administrator shall perform the functions specified in this Agreement and any other functions approved by the Court. In addition to other responsibilities that are described elsewhere in this Agreement, the duties of the Settlement Administrator shall include:

- (a) Providing notice to Settlement Class Members identified on the Class List;
- (b) Establishing and maintaining a mailing address for receiving requests for exclusion from Settlement Class Members;
- (c) Establishing and maintaining the Settlement Website;
- (d) Responding to Settlement Class Member inquiries;
- (e) Receiving and processing all written requests for exclusion from the Settlement Class Members and providing copies thereof to the Parties' Counsel;
- (f) Processing Claim Forms pursuant to Section 7 below;

(g) Within ten (10) days after the Opt-Out Deadline, preparing and executing an affidavit to submit to the Court that identifies each Settlement Class Member who timely and validly requested exclusion from the Settlement Class and certifying that the Notice Plan has been effectuated consistent with the Settlement Agreement; and

(h) Performing any other functions that the Parties jointly agree are necessary to accomplish administration of the Settlement.

(i) The costs and expenses of claims administration shall be overseen by Class Counsel. Equifax's Counsel may also oversee the claims administration process as they deem necessary.

**5.3 Settlement Class Member Payments Requiring Form W9.** If the size of the payments to any Settlement Class Member requires the Settlement Administrator to obtain a Form W9 from Settlement Class Members, the Settlement Administrator shall use all reasonable efforts to obtain those forms from Settlement Class Members, including the mailing of additional communications to Settlement Class Members.

**5.4 Notice Plan.** Notice will be provided to Settlement Class Members as identified on the Class List. Notice shall consist of:

(a) Settlement Website Notice. The Settlement Administrator shall, promptly after entry of a Preliminary Approval Order, establish the Settlement Website containing key information and documents pertaining to the Settlement and the relief to be provided herein. The Website will include (among other documents and information) a long-form notice in a format to be agreed upon by the Parties and to be presented to the Court for approval. A copy of the proposed long-form notice is attached as Exhibit E. The Website will remain live through the completion of

the Settlement process, and from time to time will be updated to reflect important events in the Settlement process.

(b) Email and Direct Mail Notice. The Settlement Administrator shall, dependent on contact information available in the Class List or otherwise, provide direct mail notice (via U.S. mail) to Settlement Class Members (“Direct Mail Notice”) in the form of Exhibit C hereto, or email notice to Settlement Class Members (“Email Notice”) in the form of Exhibit D hereto. Notice shall be substantially completed by the Notice Date (being sixty (60) days after entry of a Preliminary Approval Order).

5.5 **Class List**. Within thirty (30) days after the Court’s entry of a Preliminary Approval Order, Equifax shall provide the Class List to the Settlement Administrator.

5.6 **Notice Date**. The Settlement Administrator shall substantially complete its efforts to provide initial Email and/or Direct Mail Notice to the Settlement Class, pursuant to the terms of this Settlement Agreement, within sixty (60) days of the entry of a Preliminary Approval Order.

5.7 Neither the Parties nor the Parties’ Counsel shall have any liability whatsoever with respect to any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of duties under this Agreement.

5.8 The Settlement Administrator shall indemnify and hold harmless the Parties and the Parties’ Counsel for any liability arising from any act or omission of the Settlement Administrator, or any of its designees or agents, in connection with its performance of its duties under this Agreement.

## VI. CLAIMS PROCESS

6.1 All Settlement Class Members may submit a Claim Form on or before the Claims Submission Deadline, as set forth herein.

6.2 **Electronic Claim Form.** To receive a payment amount, members of Settlement Class must submit a completed Claim Form by the Claims Submission Deadline. Claims will be submitted electronically via the Settlement Website using the unique identifier and access code provided to each Settlement Class Member, and using an electronic form populated with the same information appearing in Exhibit F hereto. The Settlement Administrator shall make available to Settlement Class Members a paper version of the Claim Form if the Settlement Class Member validates their identity using the unique identifier and access code provided in connection with the Settlement Notice.

6.3 **Processing of Claim Forms** The Settlement Administrator shall receive and process all Claim Forms to determine whether it constitutes a Valid Claim.

- (a) The Settlement Administrator shall disallow any Claim that is not timely submitted.
- (b) The Settlement Administrator shall disallow any Claim when the Claim Form is not completed in full.
- (c) The Settlement Administrator shall disallow any Claim if the person who submitted the form is not a member of the Settlement Class.
- (d) The Settlement Administrator's determination regarding the validity of a Claim Form is final.

6.4 **Untimely Claim Forms.** With the written agreement of Class Counsel and Equifax's Counsel, the Settlement Administrator may allow a Claim submitted after the Claims Submission Deadline, if allowance of such Claim will not materially delay distribution of payments to Settlement Class Members.

**VII. CALCULATION OF PAYMENTS TO SETTLEMENT CLASS MEMBERS**

7.1 **Entitlement To Credit Monitoring.** Each Settlement Class Member who is not an Excluded Class Member will be entitled to a code for six (6) months complimentary access to Equifax Complete valued at \$59.70.

7.2 **Payments to Settlement Class Members Who Submit Valid Claims** The amount remaining in the Settlement Fund, after attorney fees, expenses, and class administration costs are taken out, shall be used to make payments to Settlement Class Members who submit Valid Claims.

(a) Each Settlement Class Member who submits a Valid Claim shall be entitled to a per capita, pro rata share of the fund. This is in addition to the six (6) months complimentary access to Equifax Complete

(b) Within seven (7) calendar days after the Claims Submission Deadline, the Settlement Administrator shall calculate the amount of each such payment and notify Class Counsel of the dollar amount and total number of payments be issued to Settlement Class Members who have submitted a Valid Claim.

7.3 **Methods of Payment.** Payments will be delivered as paper checks via first class mail unless the Settlement Class Member timely notifies the Settlement Administrator of their preference to be paid through one of the alternative electronic payment methods offered by the Settlement Administrator and provides the Settlement Administrator all the requisite information necessary to effectuate such payment.

7.4 **Uncashed Checks.** Checks must clearly indicate that they shall be void if not presented for payment within sixty (60) calendar days from the date of mailing. To the extent that checks are not presented for payment within sixty (60) calendar days of mailing, such checks remaining uncashed on that date shall become null and void.

7.5 **Second Distribution.** Not later than ten (10) calendar days after the void date of the last payment issued to a Settlement Class Member, the Settlement Administrator shall calculate the amount of funds remaining in the Settlement Fund. If the amount remaining is sufficient to deliver redistributions of at least Ten Dollars (\$10.00) to each Settlement Class Member who cashed their initial payment, together with the Notice and Administration Expenses of such redistribution, the Settlement Administrator shall effect such redistribution within twenty-five (25) calendar days of the void date of the last payment issued to a Settlement Class Member. If it is not possible to deliver redistributions of at least \$10.00, residual funds will be delivered to the *cy pres* recipient identified in Section 4.4(f) above.

#### VIII. ATTORNEYS' FEES

8.1 **Attorneys' Fees.** Subject to the Court's approval, Equifax will pay Class Counsel a sum of Four Hundred and Twenty-Five Thousand Dollars (\$425,000.00) in attorneys' fees within thirty (30) days of the Effective Date. Marcus. & Zelman, LLC and mailed to 701 Cookman Avenue, Suite 300, Asbury Park, New Jersey 07712. The payment of \$425,000.00 is separate from the Settlement Fund and solely intended to acknowledge the injunctive relief component of the Settlement. Class Counsel will file an application with the Court seeking approval of this payment of \$425,000.00.

8.2 Class Counsel will separately petition the Court for an award of attorneys' fees from the Settlement Fund not to exceed one-third (1/3) of the Settlement Fund, as well as an additional amount to be paid from the Settlement Fund for litigation costs and expenses. Class Counsel shall file such motion or petition supporting their request for attorneys' fees and costs with the Court no later than thirty-five (35) days prior to the deadline for Settlement Class Members to object to the settlement as set forth in Section 11.

8.3 Within ten (10) business days after entry of any order by the Court approving of such attorneys' fees, the Settlement Administrator shall remit to Class Counsel the entire amount of the attorneys' fees and costs awarded by the Court via a single wire payment to Class Counsel (to an account to be identified by Class Counsel).

8.4 Except as otherwise provided in this Settlement Agreement, the Parties agree to bear their own costs and expenses incurred in litigating and settling the Lawsuit.

8.5 The amount of attorneys' fees and expenses to be paid to Class Counsel was not determined by the Parties until agreement was reached in principle on the other terms of this Settlement Agreement.

8.6 The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any requested attorneys' fees. If the Court declines to approve, in whole or in part, any request for attorneys' fees, all remaining provisions in 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 payment of attorneys' fees, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

## **IX. RELEASES**

9.1 As of the Effective Date, all Settlement Class Members and the Settlement Class Representative, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and Successors, and any other person purporting to claim on their behalf, hereby expressly, generally, absolutely, and unconditionally release and discharge any and all Released Claims against the Released Parties, and any of their current, former, and future Affiliates, Parents, Subsidiaries, representatives, officers, agents, directors, employees, contractors, vendors, insurers,

Successors, assigns, and attorneys, except for claims relating to the enforcement of the Settlement or this Agreement.

9.2 Each Party expressly assumes the risk that facts upon which this Agreement is based may be found hereafter to be different from the facts now believed to be true, and each Party agrees that this Agreement, including the releases contained herein, shall remain effective notwithstanding any such difference in facts. The Parties agree that in entering this Agreement, it is understood and agreed that each Party relies wholly upon its own judgment, belief, and knowledge and that each Party does not rely on inducements, promises, or representations made by anyone other than those embodied herein. Notwithstanding any other provision of this Agreement (including, without limitation, this Section), nothing in this Agreement shall be deemed to in any way impair, limit, or preclude the Parties' rights to enforce any provision of this Agreement, or any court order implementing this Agreement, in a manner consistent with the terms of this Agreement.

9.3 The Parties agree that the Released Parties will suffer irreparable harm if any Settlement Class Member asserts any Released Claims against any Released Parties, and that in that event, the Released Parties may seek an injunction as to such action without further showing of irreparable harm in this or any other forum.

## **X. PRESENTATION TO THE COURT**

10.1 **Preliminary Approval.** No later than November 17, 2025, the Settlement Class Representative and Class Counsel shall file this Agreement along with a motion seeking a Preliminary Approval Order pursuant to the requirements of Federal Rule of Civil Procedure 23(e)(1). In addition to finding that the Court will likely be able to approve the Settlement under Federal Rule of Civil Procedure 23(e)(2), and concluding that the Court will likely be able to

certify the Settlement Class for purposes of entering a Final Approval Order and Judgment, the Preliminary Approval Order shall include, among other things:

- (a) A procedure for Settlement Class Members to object to the Settlement, along with the Objection Deadline;
- (b) A procedure for Settlement Class Members to request exclusion from the Settlement, along with the Opt-Out Deadline;
- (c) The date and time of the Final Approval Hearing;
- (d) Any pertinent information regarding notice to be provided to the Settlement Class;
- (e) An order staying all proceedings in the Lawsuit except as may be necessary to implement the Settlement or comply with the terms of this Agreement.

10.2 **Final Approval.** No later than one hundred and forty-one (141) days after entry by the Court of a Preliminary Approval Order, Settlement Class Representative shall file a motion seeking final approval of the Settlement and entry of a Final Approval Order and Judgment. In connection with the motion for final approval of the Settlement and entry of a Final Approval Order and Judgment, the Parties shall submit to the Court a proposed order granting final approval of the Settlement and dismissal of the Lawsuit against Equifax with prejudice (the “Proposed Final Approval Order”). The Parties shall jointly agree on the contents of the Proposed Final Approval Order, which shall, among other things:

- (a) Finally approve the Settlement;
- (b) Certify the Settlement Class satisfies the settlement-related provisions of Federal Rule of Civil Procedure 23 in all respects;

(c) Order Equifax to implement the injunctive relief procedures set forth in Section 4.1;

(d) Dismiss, on the merits and with prejudice, all claims in the Lawsuit, 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 a Final Approval Order and Judgment thereon;

(e) Retain jurisdiction of all matters relating to the modification, interpretation, administration, implementation, effectuation and enforcement of this Agreement and the Settlement, which includes, without limitation, the Court's power to enforce the bar against Settlement Class Members' prosecution of Released Claims against Released Parties pursuant to the All Writs Act, 28 U.S.C. § 1651, or any other applicable law.

## **XI. OBJECTIONS TO THE SETTLEMENT**

11.1 Any Settlement Class Member who wishes to object to the Settlement must submit a written objection to the Court on or before the Objection Deadline, which shall be one hundred and twenty days (120) days following entry of a Preliminary Approval Order.

11.2 A written objection must include:

(a) The case name and number of the Lawsuit;

(b) The name, address, email address, and telephone number of the objecting Settlement Class Member.

(c) If the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her objection, the name, address, and telephone number of the attorney;

- (d) A statement of whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- (e) A statement of the specific grounds for the objection;
- (f) A statement of whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel;
- (g) Identification of any documents the objector wishes to be considered;
- (h) A statement of all relief sought; and
- (i) The signature of the objector.

11.3 In addition to the foregoing requirements, if an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written objection must include the identity of witnesses whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing and a detailed description of any evidence the objecting Settlement Class Member may offer at the Final Approval Hearing, as well as copies of any exhibits the objecting Settlement Class Member may introduce at the Final Approval Hearing.

11.4 Any Settlement Class Member who fails to object to the Settlement in the manner described in this Agreement shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement or the terms of this Agreement by appeal or any other means.

## **XII. OPT-OUTS**

12.1 Any Settlement Class Member who wishes to be excluded from the Settlement Class must submit a written request for exclusion to the Settlement Administrator, postmarked no

later than the Opt-Out Deadline, which shall be one hundred twenty (120) days following entry of a Preliminary Approval Order.

12.2 The written request for exclusion must:

- (a) Identify the case name and number of the Lawsuit;
- (b) Identify the name, address, email address, and telephone number of the Settlement Class Member seeking exclusion;
- (c) Include the unique identifier on the Notice provided to the Settlement Class Member;
- (d) Be personally signed by the Settlement Class Member seeking exclusion;
- (e) Include a statement clearly indicating the Settlement Class Member's intent to be excluded from the Settlement; and
- (f) Request exclusion only for that one Settlement Class Member whose personal signature appears on the request.

12.3 Opt-out requests seeking exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator.

12.4 Any Settlement Class Member who submits a valid and timely request for exclusion in the manner described herein shall not: (i) be bound by any orders or judgments entered in connection with the Settlement; (ii) be entitled to any relief under, or be affected by, the Agreement; (iii) gain any rights by virtue of the Agreement; or (iv) be entitled to object to any aspect of the Settlement.

12.5 Any Settlement Class Member who does not submit a valid and timely request for exclusion in the manner described herein shall be deemed to be part of the Settlement Class upon

expiration of the Opt-Out Deadline, and shall be bound by all subsequent proceedings, orders, and judgments applicable to the Settlement Class.

### **XIII. EFFECTIVE DATE AND TERMINATION**

13.1 **Effective Date.** The Effective Date of the Settlement shall be seven (7) calendar days after the entry of the Final Approval Order if no Notices of Objection are submitted, or if any Notices of Objection are submitted, the first business day after the Final Approval Order and Judgment have become final because (i) the time for appeal, petition, rehearing, or other review has expired; (ii) if any appeal, petition, or request for rehearing or other review has been filed, the Final Approval Order and Judgment are affirmed without material change, or the appeal is dismissed or otherwise disposed of, and no other appeal, petition, rehearing or other review is pending, and the time for further appeals, petitions, and requests for rehearing or other review has expired.

13.2 **Termination.** Either Party may elect to terminate this Agreement upon five (5) business days written notice to the other Party if:

(a) The Parties fail to obtain and maintain a Preliminary Approval Order consistent with the material provisions of this Agreement, and after negotiating in good faith, the Parties are unable to modify the Settlement in a manner to obtain and maintain a Preliminary Approval Order;

(b) The Court fails to enter a Final Approval Order and Judgment under the provisions of this Agreement;

(c) The settlement of the Settlement Class claims, or the Final Approval Order and Judgment, is not upheld on appeal; or

(d) The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Agreement.

13.3 **Right to Set Aside Settlement.** Equifax shall have the right to set aside or rescind this Agreement, in the sole exercise of its discretion, if more than fifteen percent (15%) of the Settlement Class Members opt out of the Settlement. In order to exercise this right, Equifax must inform Class Counsel of its decision to set aside the settlement in writing within fourteen (14) days after the Opt-Out Deadline. In the event Equifax exercises its discretion to set aside the Settlement, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Settlement and this Agreement shall have been made without prejudice to the Parties, shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose. All Parties shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court. In such event, the Parties to the Lawsuit shall move the Court to vacate any and all orders entered by the Court pursuant to the provisions of this Agreement.

13.4 **Effect of Termination.** If this Agreement is terminated under Section 13.3 above, the following shall occur:

(a) The Parties shall return to the status quo in the Lawsuit as if the Parties had not entered into this Agreement;

(b) Any Court orders approving certification of the Settlement Class and any other orders entered pursuant to this Agreement shall be null and void and vacated, and shall not be used in or cited by any person or entity in support of claims or defenses or in support or in opposition to a future class certification motion in connection with any further

proceedings in the Lawsuit or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim; and

(c) This Agreement shall become null and void, and the fact of this Settlement and that Equifax did not oppose certification of a Settlement Class shall not be used or cited by any person or entity in support of claims or defenses or in support of or in opposition to a future class certification motion in connection with any further proceedings in the Lawsuit or in any other action, lawsuit, arbitration, or other proceeding involving a Released Claim.

#### **XIV. COVENANTS NOT TO SUE**

14.1 The Settlement Class Representative covenants and agrees:

(a) Not to file, commence, prosecute, intervene in, or participate in (as class member or otherwise) any action in any jurisdiction based on or relating to any Released Claim against any of the Released Parties;

(b) Not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action based on or relating to any Released Claim or the facts and circumstances relating thereto, against any of the Released Parties; and

(c) That the foregoing covenants and this Agreement shall be a complete defense to any Released Claim against any of the Released Parties.

#### **XV. REPRESENTATIONS AND WARRANTIES**

15.1 Each Party represents that:

(a) Such Party has the full legal right, power, and authority to enter into and perform this Agreement, subject to Court approval;

(b) Such Party is voluntarily entering into this Agreement as a result of arm's-length negotiations conducted by its counsel;

(c) Such Party is relying solely upon its own judgment, belief, and knowledge, and the advice and recommendations of its own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof;

(d) Such Party has been represented by, and has consulted with, the counsel of its choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and has been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein;

(e) The execution and delivery of this Agreement by such Party and the consummation by such Party of the transactions contemplated by this Agreement have been duly authorized by such Party;

(f) Except as provided herein, such Party has not been influenced to any extent whatsoever in executing the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any party to the Agreement;

(g) Each of the Parties assumes the risk of mistake as to facts or law;

(h) This Agreement constitutes a valid, binding, and enforceable agreement;

and

(i) No consent or approval of any person or entity (other than the Court) is necessary for such Party to enter into this Agreement.

15.2 The Settlement Class Representative represents and warrants that she has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties, and further covenants that she will not assign or otherwise transfer any interest in any of the Released Claims against any of the Released Parties.

15.3 The Settlement Class Representative represents and warrants that she has no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

#### **XVI. NO ADMISSION OF WRONGDOING**

16.1 This Agreement is made for the sole purpose of attempting to consummate a Settlement of the Lawsuit on a class-wide basis. This Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or defense.

16.2 This Agreement, whether or not consummated, any communications and negotiations relating to this Agreement or the Settlement, and any proceedings taken pursuant to this Agreement:

(a) Shall not be offered or received against Equifax as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Equifax with respect to the truth of any fact alleged by the Settlement Class Representative or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Lawsuit or in any litigation, or the deficiency of any defense that has been

or could have been asserted in the Lawsuit or in any litigation, or of any liability, negligence, fault, breach of duty, or wrongdoing of Equifax;

(b) Shall not be offered or received against Equifax as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Equifax;

(c) Shall not be offered or received against Equifax as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, breach of duty, or wrongdoing, or in any way referred to for any other reason as against Equifax, in any other civil, criminal, or administrative action, or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, the Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) Shall not be construed against Equifax as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial in the Lawsuit;

(e) Shall not be construed as or received in evidence as an admission, concession, or presumption against the Settlement Class Representative or any Settlement Class Member that any of their claims are without merit, or that any defenses asserted by Equifax have any merit, or that damages recoverable in the Lawsuit would not have exceeded the relief provided to the Settlement Class in this Settlement; provided, however, that if this Agreement is approved by the Court, Equifax may refer to it to enforce the release of claims granted to it hereunder; and

(f) Shall not be used by the Settlement Class Representative or Class Counsel to argue or present any argument that Equifax could not contest class certification and/or proceeding collectively on any grounds if the Lawsuit were to proceed or to establish any of the elements of class certification in any litigated certification proceedings, whether in the Lawsuit or in any other judicial proceeding in which Equifax is a party.

16.3 The negotiation, terms, and entry of the Parties into this Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, any and all state statutes of a similar nature, and the mediation privilege.

16.4 Notwithstanding the foregoing, Equifax may use, offer, admit, or refer to this Agreement and to the Settlement reached herein where necessary to defend itself in any other action, or in any judicial, administrative, regulatory, arbitrative, or other proceeding, and as necessary to comply with regulatory and/or disclosure obligations.

#### **XVII. CAFA NOTICE**

17.1 Equifax will comply with and timely send all notices required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. Equifax may delegate this responsibility to the Settlement Administrator.

#### **XVIII. MISCELLANEOUS PROVISIONS**

18.1 Further Steps. The Parties agree that they each shall undertake any further required steps to effectuate the purposes and intent of this Agreement.

18.2 Cooperation. The Parties (i) acknowledge that it is their intent to consummate this Agreement and (ii) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

18.3 Fair and Reasonable. The Parties and the Parties' Counsel believe this Agreement is a fair and reasonable compromise of the disputed claims and in the best interest of the Parties. The Parties have arrived at this Agreement as a result of extensive arms-length negotiations.

18.4 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. Any dispute that cannot be resolved by the Parties shall be submitted to the Court for resolution.

18.5 Confidentiality. The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed until the Agreement is publicly filed in connection with the Settlement Class Representatives' and Class Counsel's motion seeking a Preliminary Approval Order. Nothing in this Section shall be construed to preclude Class Counsel from communicating with the Settlement Class Representatives. Further, nothing in this Section shall be construed to preclude Equifax from disclosing information regarding this Settlement with: (a) its accountants, auditors, insurers, and attorneys; (b) its subscribers (including Settlement Class Members) for business-related purposes; (c) as required by law, statute, rule, regulation, order, or any other requirement or determination of any court, governmental entity or regulatory entity; or (d) as may be authorized by Class Counsel in writing.

18.6 Exhibits. The exhibits to this Agreement are expressly incorporated by reference and made part of the terms and conditions set forth herein.

18.7 Entire Agreement. This Agreement constitutes the entire agreement between and among the Parties with respect to the Settlement and no representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants expressly contained and memorialized herein.

18.8 Monetary Obligations. The monetary obligations described herein are Equifax's only monetary obligations under the Settlement Agreement. Equifax has no obligation to make any other payments under this Settlement Agreement and in no event shall Equifax pay more than Two Million Six Hundred and Twenty Five Dollars (\$2,625,000.00) out of pocket to the Settlement Class and for fees and expenses.

18.9 Severability. Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be severable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder.

18.10 Successors and Assigns. This Agreement shall be binding upon, and inures to the benefit of, the heirs, executors, Successors, and assigns of the Parties hereto.

18.11 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.

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

18.13 Drafting. The language of all parts of this Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of the Agreement

are contractual and are the product of negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and preparation of the Agreement. In any construction to be made of the Agreement, the Agreement shall not be construed against any Party and any canon of contract interpretation to the contrary shall not be applied.

18.14 Interpretation. The following rules of interpretation shall apply to this Agreement:

- (a) Definitions apply to the singular and plural forms of each term defined.
- (b) Definitions apply to the masculine, feminine, and neuter genders of each term defined.
- (c) Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

18.15 Headings. Any headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

18.16 Change of Time Periods. All procedural time periods and dates described in this Agreement are subject to the Court’s approval and subject to modification. These time periods and dates may be changed by the Court or by the Parties’ written agreement with or without notice to the Settlement Class as the Court may direct.

18.17 Weekend and Holiday Deadlines. If any deadline established by this Agreement falls on a weekend or court holiday, any such deadline shall be deemed to be extended to the next business day.

18.18 Taxes. Under no circumstances will Equifax have any liability for any taxes or tax expenses under this Agreement. Settlement Class Representative, Class Counsel, Settlement Class

Members, and the recipients of any *cy pres* funds are responsible for any taxes on their respective recoveries or awards. Nothing in this Agreement, or statements made during the negotiation of its terms, shall constitute ta advice by Equifax or Equifax’s Counsel.

18.19 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.

18.20 Survival. The Parties agree that the terms set forth in this Agreement shall survive the signing of this Agreement.

18.21 Notices/Communications.

(a) All notices to Class Counsel provided for in this Agreement shall be sent by e-mail and First Class mail to the following:

Ari Marcus  
Yitzchak Zelman  
**MARCUS ZELMAN, LLC**  
701 Cookman Avenue, Suite 300  
Asbury Park, New Jersey 07712  
Telephone: (845) 367-7146  
ari@marcuszelman.com  
yzelman@marcuszelman.com

James A. Francis  
John Soumilas  
**Francis Mailman Soumilas, P.C.**  
1600 Market Street  
Suite 2510  
Philadelphia, PA, 19103  
jfrancis@consumerlawfirm.com  
jsoumilas@consumerlawfirm.com

(b) All notices to Equifax or Equifax’s Counsel provided for in this Agreement shall be sent by e-mail and First Class mail to the following:

Zachary A. McEntyre  
Billie B. Pritchard  
Alexandra H. Titus  
**KING & SPALDING LLP**  
1180 Peachtree Street, N.E.  
Atlanta, GA 30309  
zmcentyre@kslaw.com  
bpritchard@kslaw.com  
atitus@kslaw.com

(c) All notices to the Settlement Administrator provided for in this Agreement shall be sent by e-mail and First Class mail to the following:

Angeion Group  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

(d) The above notice recipients and addresses designated in this Section may be changed by written notice posted to the Settlement Website.

18.22 Governing Law. All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of Georgia, without reference to its conflict of law provisions, except to the extent the federal law of the United States requires that federal law governs.

18.23 No Precedential Value. The Parties agree and acknowledge that this Agreement carries no precedential value.

18.24 Retention of Jurisdiction. The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction over the Settlement and the Parties for the purpose of enforcing the terms of this Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether any subsequent suit is released by the Settlement Agreement.

18.25 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 signature page(s) may be collected and annexed to one or more documents to form a complete counterpart. True and correct photocopies or electronic images (such as PDFs) of executed copies of this Agreement may be treated as originals.

18.26 No Collateral Attack. The Settlement Agreement shall not be subject to collateral attack, including by any Settlement Class Member or any recipient of notices of the Settlement after the Final Approval Order and Judgment is entered.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by themselves or by their duly authorized counsel:

**Class Counsel on behalf of the Settlement Class Representatives (who have specifically assented to the terms of this Settlement Agreement) and the Settlement Class:**

*Ari Marcus*

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Name: Ari Marcus  
Firm: Marcus Zelman, LLC  
Date: 05/13/2026

  
Jim Francis (May 13, 2026 13:29:11 EDT)

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Name: Jim Francis  
Firm: Francis Mailman Soumilas, P.C.  
Date: 13/05/2026

**Equifax Information Services LLC**

*Kristin Zielmanski*

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Name: Kristin Zielmanski  
Title:  
Date: VP, Litigation  
5-13-2025






# 2025-11-17 - 063-2 - Settlement Agreement

Final Audit Report

2026-05-13

Created:	2026-05-13
By:	Ari Marcus (ari@marcuszelman.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM7v_xYkfE9r9C6ogWsB6KYk_1hmNBwQA

## "2025-11-17 - 063-2 - Settlement Agreement" History

-  Document created by Ari Marcus (ari@marcuszelman.com)  
2026-05-13 - 4:41:54 PM GMT
-  Document emailed to Jim Francis (jfrancis@consumerlawfirm.com) for signature  
2026-05-13 - 4:42:01 PM GMT
-  Email viewed by Jim Francis (jfrancis@consumerlawfirm.com)  
2026-05-13 - 5:27:52 PM GMT
-  Document e-signed by Jim Francis (jfrancis@consumerlawfirm.com)  
Signature Date: 2026-05-13 - 5:29:11 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE\_DRAW
-  Agreement completed.  
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