

Consumers With High-Risk or Non-Residential Addresses on Experian Credit Reports

Could Be Affected by a Class Action Settlement

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

- There is a proposed expansion of the previously approved Settlement in a class action lawsuit against Experian Information Solutions, Inc. (“Experian”). The lawsuit claims that Experian did not take steps to make sure it accurately reported certain Fraud Shield Indicators. Experian denies it did anything wrong.
- On April 27, 2022, the Court approved a settlement in this class action that resulted in Experian making certain changes to its business practices. However, that settlement did not resolve all class claims brought against Experian. After further negotiations, the parties agreed upon additional changes to Experian’s business practices that are being added to the terms of the Settlement. This Notice is being provided to inform you about the proposed additional terms of the Settlement.
- You are included in the proposed Settlement if, between September 27, 2017 and the present, Experian sent your consumer report to a third party with an inaccurate Fraud Shield Indicator, showing that your address was either a high-risk or non-residential address when it was not.
- As part of the Settlement, Experian will change its business practices relating to certain Fraud Shield Indicators and how it manages high-risk and non-residential address data. Experian also agreed to pay for notice and administration costs for both the original Settlement and this expansion. This Settlement does not include any payments to Class Members. A separate settlement provides money for consumers who were harmed by how Experian reported certain Fraud Shield Indicators.
- Your legal rights are affected by the proposed Settlement even if you do nothing.
- Your rights and options — and the deadlines to exercise them — are explained in this notice. Please read this entire notice carefully.

QUESTIONS? CALL TOLL-FREE 1-877-917-0074 OR VISIT www.FRAUDSHIELDSSETTLEMENT.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing	You do not have to do anything to benefit from the proposed Settlement. If the Settlement is approved, you will give up any rights to sue Experian about the same legal claims in this Settlement (<i>see</i> Questions 13).
Object to the Settlement	Write to the Court about why you do not like the proposed Settlement (<i>see</i> Question 17). Objections are due on January 30, 2023 .
Go to a Hearing	Ask to speak in Court about the fairness of the proposed Settlement (<i>see</i> Questions 18-20).

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BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice to inform you about the proposed update to the Settlement (“Expanded Settlement”) and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to approve the Expanded Settlement. This notice is only a summary of the Expanded Settlement, the lawsuit, and your legal rights. Regardless of whether this update is approved, the original Settlement and the changes to Experian’s business practices that were already ordered as part of that Settlement, will remain in place. More details about the proposed Expanded Settlement, the date when appeals are no longer allowed and the Settlement is final, deadlines, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.FraudShieldSettlement.com.

The lawsuit is known as *Hill-Green v. Experian Information Solutions, Inc.*, No. 3:19-cv-708 (E.D. Va.). Judge M. Hannah Lauck of the United States District Court for the Eastern District of Virginia is overseeing the case. The person who sued is called “Plaintiff” or “Named Plaintiff”; the company that she sued is called “Experian” or the “Defendant.”

2. What is this lawsuit about?

The lawsuit claims that Experian violated the Fair Credit Reporting Act when it: (1) incorrectly reported some consumers’ residential addresses as high-risk or non-residential, (2) did not have procedures to make sure that it reported Fraud Shield Indicators accurately (or correctly), and (3)

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did not take off adverse information (that hurts your creditworthiness) on reports after seven years. Experian denies these claims and that it did anything wrong.

The Court did not decide whether either side was right or wrong. Instead, both sides agreed to the Settlement to resolve the case and provide benefits to consumers.

3. What is a class action?

A class action lawsuit tries to bring similar claims into one case in one court. In a class action, one or more people called “Class Representatives” (in this case, Lisa Hill-Green) bring the case to court. They have their name listed in the title of the case. They sue on behalf of themselves and other people who have similar claims — called the Class or Class Members — which in this case may include you. One court resolves the issues for everyone in the Class. The Class Representative filed this case as a proposed class action.

4. Why is there a proposed Settlement?

The Court has not decided which side is right or wrong in this case. Instead, both sides agreed to a settlement to avoid the costs and risks of a lengthy trial and appeals process. Class Members will receive the benefits described in this notice. The parties think the proposed Settlement is best for all Class Members.

5. What are the different Settlements in this case?

There is only one settlement in this case, *Hill-Green v. Experian*, but it has changed over time. The Settlement provides both injunctive relief and money damages to certain consumers. An injunction occurs when a court orders a person or company to do or not to do something. In this case, the Court ordered Experian to change its business practices for its Fraud Shield product.

On April 27, 2022, the Court approved a settlement that provided benefits to all Class Members in the form of Court-ordered changes to Experian’s business practices. It did not provide money to class members and did not resolve claims against Experian in the litigation.

Recently, the parties agreed to modify the Settlement to provide additional Court-ordered changes to Experian’s business practices (*see* Question 9) (the “Expanded Settlement”), as well as the possibility that certain consumers who were potentially harmed by Experian’s reporting of high-risk and non-residential Fraud Shield Indicators (the “Money Settlement Class”) receive a payment. The Court will hold a final hearing to decide whether to approve the updated Settlement on **March 1, 2023** (*see* Question 18).

If the Court approves the Expanded Settlement and you are part of the Money Settlement Class, you will receive a notice by mail/email that will inform you how to file a claim for benefits.

Additional information can be found at www.FraudShieldSettlement.com.

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WHO IS AFFECTED BY THE EXPANDED SETTLEMENT

6. How do I know if I am part of the Class?

You are included in the Class if, between September 27, 2017 through the present, Experian sent your consumer report to a third party with an inaccurate Fraud Shield Indicator No. 10, 11, 16, or 17, showing that your address was either a high-risk or non-residential address.

7. What is Fraud Shield?

When you apply for credit, potential creditors may contact Experian to obtain your credit report. In addition to a standard credit report, potential creditors may also ask Experian to provide additional information that help the creditor detect potential fraud. This additional information sold to potential creditors as part of a product Experian calls “Fraud Shield.”

Specifically, when you apply for credit, a potential creditor may request that Experian check the address you provided in your application, along with current and prior addresses in your Experian credit file, against address information that it obtains from other sources. This information tells Experian whether one of your addresses has been used for a business and whether the business is of a type that Experian believes may be associated with fraud. If an address has been associated with that type of business, Experian will report it as non-residential and will report what type of business it appears to be. Experian does this by returning a “Fraud Shield Indicator,” flagging the presence of a business at the address associated with you.

If Experian’s records indicate that the address is a certain type of high-risk, business address (for example, a prison), Experian will also flag the address as potentially associated with fraud and advise the potential creditor to contact you directly to get more information. Experian does this by returning a “Fraud Shield Indicator,” flagging the presence of a high-risk business at the address associated with you.

8. What if I am not sure whether I am included in the Class?

If you are still not sure whether you are included in the Class, then you can call toll-free 1-877-917-0074 or visit www.FraudShieldSettlement.com for more information. You may contact the attorneys representing you for further information or assistance at: ExperianAddressSettlementCounsel@bm.net or write to: *Experian Settlement Class Counsel*, 763 J Clyde Morris Blvd., Suite 1A, Newport News, VA 23601.

THE EXPANDED SETTLEMENT BENEFITS

9. What benefits does the Expanded Settlement provide?

If the Expanded Settlement is approved and becomes final, it will provide injunctive relief benefits to all Class Members in addition to those already approved on April 27, 2022. An injunction occurs

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when a court orders a person or company to do or not to do something. In this case, the Court ordered Experian to change its business practices. This Settlement requires Experian, at its expense, to design, implement, and maintain specific and substantial procedures that address the lawsuit's concerns about how Experian handles non-residential data and reports Fraud Shield Indicators. All Class Members will receive the benefit from these changes in business practices.

Changes to Experian business practices will include:

- Experian will add a page to its consumer education website blog describing Fraud Shield Indicators and what they mean and instructions on how consumers can dispute an incorrect Fraud Shield Indicator.
- Experian will change its consumer file disclosures to show that Experian has flagged consumers' address(es) as non-residential and/or high-risk. It will help consumers understand how this information was used for the Fraud Shield report sent to third parties.
- For at least five years after the Settlement becomes effective, all Experian consumer file disclosures that have a Fraud Shield Indicator must include a paragraph explaining the Fraud Shield Indicator and provide instructions on how to dispute it.
- Experian will change the way it investigates disputes about Fraud Shield Indicators that use high-risk and non-residential addresses. If a consumer contacts Experian to show these Fraud Shield Indicators are incorrect, Experian will accept that the address is residential and change its records to show it is not a business address.

Judge Lauck will supervise and enforce these changes. The specific terms of these changes are included in the Settlement Agreement, a copy of which is available at www.FraudShieldSettlement.com.

Experian also agreed to pay notice and administration costs up to \$350,000.

10. How long will the changes to Experian's business practices stay in effect?

Changes to Experian's business practices will stay in effect for five years after this Settlement becomes effective or until Experian stops reporting Fraud Shield Indicators that state that a consumer's address is either high-risk or non-residential, whichever is earlier.

During that time, the Court will continue to oversee these changes and enforce the Settlement Agreement terms.

11. Can I get any money from the Expanded Settlement?

No. Class Members in this Settlement will not receive a payment. All Class Members will benefit from Experian's additional changes to its business practices.

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There is a separate proposed \$23.45 million settlement for certain Class Members who may have been harmed by how Experian reported its high-risk and non-residential Fraud Shield Indicators. These individuals may get additional benefits, including a payment. If you are part of the Money Settlement Class and entitled to a payment, you will receive a notice in the mail/email.

12. When will the proposed Expanded Settlement go into effect?

The Court will hold a final approval hearing on **March 1, 2023**, to decide whether to approve the Expanded Settlement (*see* Question 18). Even if the Court approves the proposed update to the Settlement, there could be appeals of the Court’s decision. The time for an appeal varies and could take more than a year.

The date when all appeals are completed, and the proposed Settlement becomes final, is called the Effective Date. You should visit the Settlement website at www.FraudShieldSettlement.com to check on the progress of the Court-approval process.

13. How does the Expanded Settlement affect my rights?

If the Court approves the Expanded Settlement, you will give up the right to sue Experian in a representative or class action for any claims in this lawsuit, including claims relating to Experian’s reporting of high-risk or non-residential address Fraud Shield Indicators. This is called “releasing” your claims. This release is in addition to the release already approved by the Court.

However, you will keep your right to file an individual lawsuit for any damages that occurred before the Settlement became effective. Experian will have the right to deny it is responsible for damages.

More details are explained in the Settlement Agreement, available at, www.FraudShieldSettlement.com.

The Court’s decisions in this case will apply to you even if you object to this Settlement or have any other claim, lawsuit, or proceeding pending against Experian relating to the same claims. If you have any questions about the release, you should visit the Settlement website for more information or consult with a lawyer (*see* Question 15).

14. Can I choose to get out of the Expanded Settlement?

No. This Settlement requires Experian to change its business practices and implement procedures to benefit all Class Members equally. As explained in Question 10, this type of benefit is injunctive. Therefore, under this type of class action, you cannot exclude yourself from the Class or this proposed Expanded Settlement.

However, as explained in Question 13, you still have the right to file an individual lawsuit against Experian for your damages and have your case and Experian’s defenses heard in court.

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THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

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

- Leonard Bennett, of Consumer Litigation Associates, P.C., in Newport News, Virginia;
- Kristi Kelly, of Kelly Guzzo PLC, in Fairfax, Virginia; and
- E. Michelle Drake, of Berger Montague PC, in Minneapolis, Minnesota.

You will not be charged for these lawyers. You may hire your own lawyer to represent you, if you so choose, but you will be responsible for paying your attorney’s fees and expenses.

You may contact the attorneys representing you for further information or assistance at: ExperianAddressSettlementCounsel@bm.net or write to: *Experian Settlement Class Counsel*, 763 J Clyde Morris Blvd, Suite 1A, Newport News, VA 23601.

16. How will the lawyers be paid? What will the Class Representative receive?

You will not be charged for these lawyers, and you will not have to pay any of their fees and expenses. Class Counsel will ask the Court to award attorneys’ fees and expenses and a service payment to the Class Representative to cover their work on the Money Settlement Class. Information about those fees will be contained in the notice describing the Money Settlement Class. If Experian’s records show that you could qualify for a payment, you will receive a notice in the mail/email.

OBJECTING TO THE EXPANDED SETTLEMENT

You have the right to tell the Court that you do not agree with the Expanded Settlement or some part of it.

17. How do I tell the Court that I do not like the Expanded Settlement?

If you are a Class Member, you can object to this Expanded Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views before deciding whether to approve this Expanded Settlement.

To object, you must send a letter (or file your objection) with the Court by mailing it to the “Clerk of the United States District Court, Eastern District of Virginia, 701 East Broad Street, Richmond, Virginia 23219.” Your objection letter must be received by the Clerk no later than **January 30, 2023**.

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Your objection letter must include:

- Your name, address, e-mail address, and telephone number;
- The name of the case and the case number: *Hill-Green v. Experian Information Solutions, Inc.*, No. 3:19-cv-708-MHL (E.D. Va.); and
- A written statement about why you object to the Settlement.

If you are submitting an objection through an attorney, in addition to the above information, your objection letter must include:

- Your attorney's name, mailing address, email address, and phone number;
- A written statement saying whether you or your attorney intend to appear at the final approval hearing; and
- A written statement about why you object to the Expanded Settlement, including any legal and factual support you want to bring to the Court's attention and any evidence to support your objection.

You may also appear at the final approval hearing, either in person or through your own lawyer. If you intend to have a lawyer present, your lawyer must enter a written Notice of Appearance of Counsel with the Court no later than **January 30, 2023**. If you appear through your own lawyer, you are responsible for paying that lawyer.

For more information about the final approval hearing, see Questions 18-20 below.

If you do not follow the process outlined above, you will not be allowed to object, appear at the final approval hearing, or appeal the final approval of the proposed Settlement, the dismissal of the case.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to finally approve the proposed Expanded Settlement?
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The Court will hold a final approval hearing to decide whether to approve the Expanded Settlement. You may attend and you may ask to speak, but you do not have to.

The hearing will be on **March 1, 2023 at 11 a.m.**, before Judge Lauck, at the United States District Court for the Eastern District of Virginia, 701 East Broad Street, Richmond, Virginia 23219.

At this hearing, the Court will consider whether this Settlement is fair, reasonable, and adequate. The Court will consider all timely and proper objections. The Court will listen to people who have

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asked for permission to speak at the hearing (as explained in Question 17).

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

The Court may change the date or time of the final approval hearing without further notice to the Class or may decide to conduct the hearing remotely. Please check the website, www.FraudShieldSettlement.com, for updates on the hearing date, the court-approval process, and the Effective Date.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. You may also pay your own lawyer to attend, but it is not necessary.

If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time and it includes the required information, the Court will consider it.

20. May I speak at the hearing?

You or your lawyer may ask the Court for permission to speak at the final approval hearing. To do so, you must tell the Court in your objection letter that you or your lawyer would like to speak at the hearing. You must follow the process described in Question 17. You cannot speak at the hearing if you do not follow this procedure.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

You are not required to do anything to get benefits from the Expanded Settlement. If the Court approves this update to the Settlement, then you will be bound by the Court's final judgment and the released claims explained in the Settlement Agreement. If the Court does not approve the Expanded Settlement, the Settlement as it was approved on April 27, 2022, will remain in place.

GETTING MORE INFORMATION

22. How do I get more information?

This notice is only a summary of the Settlement. More details about this Settlement, the dates when appeals are no longer allowed and when the Settlement is final, deadlines, and your options are available in a longer document called the Settlement Agreement.

You can get a copy of the entire Settlement Agreement by visiting www.FraudShieldSettlement.com. The website also provides answers to commonly asked questions, plus other information, to help you determine whether you are a Class Member. In

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addition, some of the key documents in the case will be posted on the website.

You also may write with questions to *Experian Settlement Class Counsel*, 763 J Clyde Morris Blvd, Suite 1A, Newport News, VA 23601, email ExperianAddressSettlementCounsel@bm.net, or call the toll-free number, 1-877-917-0074.

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

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