

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

**LISA HILL-GREEN, *on behalf of herself
and all others similarly situated,***

Plaintiff,

v.

Civil Action No. 3:19cv708

**EXPERIAN INFORMATION
SOLUTIONS, INC.,**

Defendant.

INJUNCTIVE RELIEF ORDER

On March 1, 2023, the Court entered its Order Granting Final Approval of Class Action Settlement and Certifying Settlement Classes. (ECF No. 142.) Prior to and on that date, the Court received argument from both Parties in support of this proposed Injunctive Relief Order. After consideration of the argument and factual detail provided and upon the Court's own determination, pursuant to that Order and Section 4.3 of the Settlement Agreement and Release, dated August 19, 2022 (the "Settlement Agreement"), the Court enters this Injunctive Relief Order. The Injunctive Relief Order is intended to novate the prior consent order entered by the Court on April 27, 2022. (ECF No. 112.)

For purposes of this Injunctive Relief Order, the following terms will have the meanings as stated below. The terms of this Injunctive Relief Order reflect the Injunctive Relief provisions in the Settlement Agreement.

I. DEFINITIONS

1. "Litigation" means the above-captioned civil action
2. "Named Plaintiff" means Lisa Hill-Green.
3. "Defendant" means Experian Information Solutions, Inc.

4. “Class Counsel” means those attorneys approved and appointed by the Court to represent the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes.
5. “Party” and “Parties” mean the Named Plaintiff, the Rule 23(b)(2) Settlement Class, and the Defendant.
6. “Consumer File Disclosure” means the document Defendant provides to a consumer in response to a consumer’s request pursuant to 15 U.S.C. § 1681g for information in his or her file.
7. “Consumer Report” means the report as defined in 15 U.S.C. § 1681a(d) and provided by a consumer reporting agency as defined in 15 U.S.C. § 1681a(f).
8. “Court” means the United States District Court for the Eastern District of Virginia where the Litigation is pending.
9. “Covered Conduct” means the reporting of Fraud Shield Indicators stating that the consumer’s address was either a high-risk or non-residential address (Fraud Shield Indicators 10, 11, 16, and 17).
10. “Effective Date” means fifteen (15) business days after the later of the date of the Rule 23(b)(2) Judgment or the date of the Rule 23(b)(3) Judgment becomes Final.
11. “FCRA” means the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*
12. “FCRA State Equivalents” means any statute or regulation of any State, the District of Columbia, or Puerto Rico, that has the purpose or effect of regulating the collection, procurement, use, or disclosure of the same or similar information that meets the definition of Consumer Report.
13. “Rule 23(b)(2) Final Judgment” or “Rule 23(b)(2) Final Judgment and Order” means the final judgment and order of dismissal entered by the Court in this Litigation granting final approval of the Rule 23(b)(2) Settlement (including certifying the Rule 23(b)(2)

Settlement Class, finding the benefits provided to and releases and other consideration provided by such Class to be fair, reasonable and adequate, approving Class Counsel's request for attorneys' fees, costs, and other expenses and Named Plaintiffs' requests for Service Awards).

14. "Injunctive Relief" means the injunctive relief programs to which the Defendant has agreed in the Rule 23(b)(2) Class Settlement which benefit the Rule 23(b)(2) Settlement Class, and as Ordered herein as further described in Section II.
15. "Injunctive Relief Order" means this Order.
16. "Settlement" means the exchange of consideration among the Rule 23(b)(2) Settlement Class, the Rule 23(b)(3) Settlement Class, Defendants and Class Counsel reflected in and contemplated by this Settlement Agreement and constituting the Rule 23(b)(2) Settlement and the Rule 23(b)(3) Settlement.
17. "Settlement Agreement" means the Settlement Agreement and Release, including its Exhibits.

II. INJUNCTIVE RELIEF

The Court hereby orders that Defendants comply as follows:

- a. Experian will add a mutually agreed page to its own consumer education website blog describing high-risk and non-residential Fraud Shield indicators and what they mean, and providing instructions on how to dispute the Fraud Shield indicator if the consumer contends the non-residential or high-risk address designation is incorrect. Experian will employ meta and H1 tags and search engine optimization in the same way as it does for other blog pages on its site that describe errors in consumer reports and how consumers can address them. The text of the page Experian has agreed to post is attached hereto as Exhibit 1.

- b. Experian will change its Consumer File Disclosures to specifically indicate that Experian may flag the consumer's address(es) as non-residential and/or high risk. The disclosure will include information that allows the consumer to understand the substance of what Experian conveyed related to Fraud Shield. For a period of at least 5 years after the effective date, all Consumer File Disclosures containing a high-risk or non-residential Fraud Shield indicator must include a paragraph explaining the indicator and providing instructions on how to dispute it. This paragraph may be included in the same place, or as close to such place as is practicable, that Experian includes other legally required information in its file disclosures. The specific language to be included in consumer disclosures and a description of how such information shall be incorporated is attached hereto as Exhibit 2.
- c. Experian will change its dispute investigation process for handling high-risk and non-residential address Fraud Shield indicator disputes. Specifically, if a customer contacts Experian to dispute the accuracy of a high-risk or non-residential address Fraud Shield indicator, Experian will accept the consumer's representation that the address is residential and not a business, and will change the status of the address at issue in the non-residential address table within FileOne. This will prevent further Fraud Shield indicators from being returned in connection with the address and will prevent the address from returning to active status upon update/refresh of the table.
- d. By no later than November 12, 2022, Experian will reconfigure the update procedure for importing data into the Non-Residential Address table in FileOne to employ a "full file refresh," meaning that, each month, Experian will import an updated file from its vendor in a manner that overwrites all pre-existing data in that table.

- e. Experian will suppress or remove from the Non-Residential Address table any address that its vendor is reporting to Experian that Experian has reason to believe the vendor has not updated or otherwise verified for at least six years;
- f. By no later than November 12, 2022, Experian will “retire” (i.e., stop publishing) Fraud Shield indicator 21;
- g. By no later than December 31, 2024, Experian will “retire” (i.e., stop publishing) Fraud Shield indicators 4 and 26;
- h. Experian will substantially reduce the table of high-risk SIC Codes that are relied upon by Fraud Shield indicators 10 and 16 to be consistent with those listed on Exhibit 3;
- i. With respect to Fraud Shield indicators 11 and 17, Experian will revise the message that is delivered to customers as follows:

FSI 11: “Inquiry address: reported as being associated with a business.”

FSI 17: “On-file address: reported as being associated with a business.”

- j. With respect to Fraud Shield Indicators 11 and 17, Experian will revise their description in the Fraud Shield Reference Guide as follows:

FSI 11: “The inquiry address has been reported as being associated with a business.”

FSI 17: “One of the consumer’s on-file addresses has been reported as being associated with a business.”

III. TIMETABLE FOR IMPLEMENTATION OF INJUNCTIVE RELIEF

Unless otherwise specifically indicated above, Defendant agrees to implement the injunctive relief set forth in Section II within ninety (90) days from the Effective Date of the Rule 23(b)(2) Class Settlement.

IV. SUNSET DATE

The Injunctive Relief obligations defined in Section II will expire five years from the Effective Date or at such earlier time as Defendant ceases to engage in the Covered Conduct. Should Defendant believe that it has ceased engaging in the Covered Conduct, Defendant shall provide a notice regarding same to Class Counsel, describing any changes Experian has made. The Court shall retain jurisdiction to resolve any disputes about the Sunset Date or the scope of any alleged cessation of the Covered Conduct.

V. LIMITATIONS ON INJUNCTIVE RELIEF

Any action by Defendant determined in good faith to be reasonably necessary to comply with any federal, state, or local law, enactment, regulation, or judicial ruling shall not constitute a breach of the Settlement Agreement. In the event any obligation Defendant has agreed to undertake as part of the Injunctive Relief would be deemed unlawful with any future federal, state, or local law, enactment, regulation, or judicial ruling, then Defendant will file a motion for miscellaneous relief, seeking to be released from performing such obligation. Class Counsel shall file any brief in opposition within twenty (20) days after the service of Defendant's motion for miscellaneous relief (which may be extended by the Court for good cause). Should Class Counsel not file any brief in opposition within the twenty (20) day period, the Court shall presume that Class Counsel does not oppose the relief requested in Defendant's motion for miscellaneous relief. Defendant shall file any reply brief in support of their motion for miscellaneous relief within seven (7) days after the filing of any brief in opposition.

VI. COURT'S JURISDICTION

The Court reserves continuing and exclusive jurisdiction over the parties with respect to all matters relating to this Injunctive Relief Order, including its administration, interpretation, effectuation, and enforcement of its provisions. None of the Parties, including any Rule 23(b)(2)

Settlement Class Member, shall be entitled to the recovery of attorney's fees, costs or other expenses other than as expressly provided herein in connection with any efforts to monitor compliance with this Injunctive Relief Order. Either Defendants or Class Counsel may file an appropriate motion to enforce this Settlement Agreement in the event of breach of the agreement by the other. At its discretion, the Court may award attorneys' fees to the substantially prevailing party if the Court is required to reach a decision as to whether or not a party is in violation of the Injunctive Relief and/or breached the Settlement Agreement.

VII. NOTICES

All notices or formal communications under this Order, including any claims or disputes pursuant to Section V, shall be in writing and shall be given (i) by hand delivery; (ii) by registered or certified mail, return receipt requested, postage pre-paid; or (iii) by overnight courier to counsel for the Party to whom notice is directed at the following addresses:

For the Named Plaintiffs and Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes:

Leonard Anthony Bennett
Consumer Litigation Associates, P.C.
763 J Clyde Morris Boulevard
Suite 1A
Newport News, VA 23601

Kristi C. Kelly
Kelly Guzzo PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030

E. Michelle Drake
Berger Montague PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413

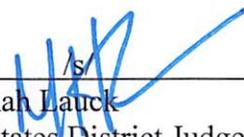
For Defendants:

Daniel J. McLoon
Kerry C. Fowler
Jones Day
555 S. Flower Street, 50th Floor
Los Angeles, CA 90071.

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to the Court and all Parties in the manner described in this Section.

It is SO ORDERED.

Date: 3/2/2023
Richmond, Virginia



M. Hannah Lauck
United States District Judge

New Blog Posting

Address Mistakenly Reported as Non-Residential of “High Risk”

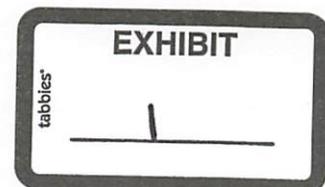
Question: “My credit report says Experian’s internal records classify my address as a non-residential business address that is at high risk for being associated with fraud. The address is a residential address. What is going on? How can I fix this?”

Answer: 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 information about addresses associated with you, including whether Experian’s internal records classify addresses associated with you as non-residential, as being associated with a business, or as being associated with a high risk of fraud. Potential creditors can use this information to assist them in preventing fraud and identity theft.

With respect to addresses, 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 an address 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. 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 obtain more information.

Experian prohibits potential creditors from basing credit decisions on information about addresses that it provided to the potential creditor without first contacting you to obtain more information.

If you believe Experian has incorrectly classified your address as a non-residential business address, [you can contact Experian via mail, phone, or the internet](#) and ask Experian to correct its records.



Notices Language For Consumer Disclosure

Current Notices:

1. This address may be perceived as high risk since it is a non-residential address: [ADDRESS & CLASSIFICATION].
2. This address may be perceived as a high risk because it has pertained to a business, or was used as a mail drop or a delivery service: [ADDRESS & CLASSIFICATION].
3. This address has pertained to a business: %s %s %s %s.

New Language to Replace Both 1 & 2:

Experian has internal records classifying [ADDRESS] as a non-residential business address that is high risk for being associated with fraud. If a lender or other Experian customer purchased information about this address, Experian would report it as such.

New Language to Replace 3:

Experian has internal records classifying [ADDRESS] as a non-residential business address. If a lender or other Experian customer purchased information about this address, Experian would report it as such.

Paragraph Language for Consumer Disclosure

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 information about addresses associated with you, including whether Experian's internal records classify addresses associated with you as non-residential, as being associated with a business, or as being associated with a high risk of fraud. Potential creditors can use this information to assist them in preventing fraud and identity theft. **If you believe Experian has incorrectly classified your address as a non-residential business address, [you can contact Experian via mail, phone, or the internet](#) and ask Experian to correct its records.**



SIC	RISK LEVEL	SIC DS
42150100	H	COURIER SERVICES
42150200	H	PARCEL DELIVERY
42150300	H	SHIPPING MASTERS
42150400	H	PARCEL POST ASSEMBLY SERVICE
42150600	H	MEDICAL COURIER SVC
43110100	H	POST OFFICES
60990700	H	TRAVELERS' CHECKS-ISSUED
44910400	H	PORTS
45130100	H	AIR COURIER SERVICES
45130200	H	EXPEDITERS
45130300	H	PARCELS FOR FOREIGN COUNTRIES
48220200	H	TELEGRAPH SERVICE
48220500	H	TELEGRAM SERVICE
60210300	H	AUTOMATED TELLER MACHINES
60210400	H	LETTERS OF CREDIT
60990100	H	CURRENCY EXCHANGES
60990200	H	MONEY ORDER SERVICE
60990300	H	CHECK CASHING SERVICE
60990400	H	MONEY BROKERS
60990500	H	FOREIGN EXCHANGE BROKERS & DEALE
60990600	H	ESCROW SERVICE
60990800	H	SAFE DEPOSIT BOX-RENTAL
60990900	H	CLEARING HOUSES
60991000	H	MONEY TRANSFER SERVICE
60991100	H	REGISTERED AGENTS
60991200	H	PAYROLL DISTRIBUTION SERVICE
60991400	H	MONEY ORDER SYSTEMS
60991500	H	BANKING SYSTEMS & SERVICE-ELECTR
60991700	H	BUREAUX DE CHANGE
60999900	H	FUNCTIONS RELATED TO DEPOSIT BAN
72992400	H	CREDIT & DEBT COUNSELING SERVICE
72995800	H	CREDIT RESTORATION
72996600	H	CONSUMER ADVISORY COUNSELING
72998400	H	BILL PAYING SERVICE
73220100	H	COLLECTION AGENCIES
73220200	H	COLLECTION SYSTEMS
73220300	H	TRACING BUREAUS
73220500	H	CHECK COLLECTION SERVICE
73230100	H	CREDIT REPORTING AGENCIES
73230200	H	SKIP TRACING
73230300	H	CREDIT INVESTIGATORS
73310400	H	MAILING LISTS
73310500	H	ADVERTISING-DIRECT MAIL

EXHIBIT**3**

tabbles

73310800	H	LETTER SHOP SERVICE
73310900	H	DIRECT MAIL SERVICES
73891200	H	CALL CENTERS
73892600	H	CHECK CASHING PROTECTION SYSTEMS
73894600	H	VOICE MAIL MESSAGING SERVICE
73895800	H	LIQUIDATORS
73897000	H	MESSENGER SERVICE
73897100	H	MAIL BOX-RENTALS
80590600	H	HOMES & INSTITUTIONS
80630200	H	SANITARIUMS
80630300	H	PSYCHIATRIC TREATMENT FACILITIES
80639800	H	PSYCHIATRIC HOSPITALS
80930500	H	MENTAL HEALTH CLINICS
83225600	H	PROBATION SERVICES
83311000	H	DEVELOPMENTALLY DISABLED INFO/SV
83610400	H	HOMES-CHILDREN
83611200	H	HOMES-BOYS
83611700	H	JUVENILE DETENTION CENTERS
83611800	H	CHILDRENS NURSING & REHABILITATI
83611900	H	YOUTH HOMES
83612200	H	ORPHANAGES
83612400	H	HOMES-GIRLS
83612600	H	HALFWAY HOUSE
87449900	H	JAILS, PRIVATELY OPERATED
92230100	H	FEDERAL GOVT-CORRECTIONAL INSTIT
92230200	H	STATE GOVT-CORRECTIONAL INSTITUT
92230300	H	COUNTY GOVT-CORRECTIONAL INSTITU
92230400	H	CITY GOVT-CORRECTIONAL INSTITUTI