

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DUANE E. NORMAN, SR.,  
on behalf of himself and all others similarly situated,

*Plaintiff,*

v.

TRANS UNION, LLC,

*Defendant.*

No. 2:18-cv-05225-GAM

**PLAINTIFF DUANE E. NORMAN, SR.'S MOTION FOR  
FINAL APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT**

Plaintiff Duane E. Norman, Sr., filed this consumer class action alleging, on behalf of himself and others similarly situated, that Defendant Trans Union, LLC (“Trans Union” or “Defendant”) violated the Fair Credit Reporting Act (“FCRA”) by failing to properly perform reinvestigations of consumers’ written disputes of inquiries. After over six years of contentious litigation, during which the parties fully briefed and argued class certification, decertification, and summary judgment, and Defendant’s two attempts to reverse this Court’s rulings by interlocutory appeal, the parties reached a class-wide settlement in late December 2024, shortly before the January 21, 2025 trial was scheduled to commence. The written Class Action Settlement Agreement and Release (“Agreement”) is attached as Exhibit 1.

The Agreement provides a cash fund of \$23,000,000.00 for this Settlement Class consisting of nearly 450,000 individuals who submitted a written dispute to Trans Union. After payment of attorney fees, litigation expenses, a service award to Plaintiff, and administration costs, the proposed Agreement provides members of this Settlement Class with an automatic cash payment of \$20.00 and an opportunity to submit a claim form to obtain an enhanced recovery dependent on the

number of claims.<sup>1</sup> Of the Settlement Class Members noticed, 12,479 have submitted claims, constituting approximately, 2.78% of the Settlement Class, which means that such claimants are expected to receive payments of at least \$360.00. If sufficient funds remain after the first distribution, the Agreement calls for a second distribution to all class members if it would yield at least \$10.00 per Class Member.

In addition to monetary benefits, the Agreement also requires Trans Union to implement changes to its practices for handling consumer disputes and/or challenges of inquiries, adding even more value to the proposed settlement. In exchange for this class-wide relief, Settlement Class Members release only the claims pleaded in the Complaint under 15 U.S.C. § 1681i(a)(1) and (2).

On February 24, 2025, this Court entered an Order Preliminarily Approving Settlement and Directing Notice to the Class (ECF 156). Pursuant to the Court's Order, notice of the Settlement was sent to the Class, advising them of their right to exclude themselves from the Settlement, or to object to any aspect of it (including the counsel fee and service award) by June 24, 2025. Of the nearly half a million individuals noticed, only ten have validly objected, constituting a mere 0.002% of the Settlement Class.

Plaintiff files the instant Motion for Final Approval of Class Action Settlement. As set forth more fully below, the settlement is eminently "fair, reasonable, and adequate" within the meaning of Fed. R. Civ. P. 23(e)(2) and should be approved. In support, Plaintiff incorporates by reference his Memorandum of Law and exhibits filed herewith. A proposed form of order negotiated by the parties is attached as Exhibit A to the Settlement Agreement (Ex. 1).

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<sup>1</sup> Plaintiff's requested service award and attorney fees and expenses are the subject of Plaintiff's separately filed Motion for a Service Award to Plaintiff and for an Award of Attorney Fees and Reimbursement of Litigation Costs and Expenses to Class Counsel (ECF 173).

Dated: July 7, 2025

Respectfully submitted,

DUANE E. NORMAN, *by his attorneys,*

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**CERTIFICATE OF SERVICE**

I certify that on July 7, 2025, I electronically filed the foregoing document with the Clerk of Court using CM/ECF, which causes an electronic copy of the foregoing document to be served on all counsel of record via CM/ECF.

/s/ Andrew M. Milz  
ANDREW M. MILZ

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**MEMORANDUM OF LAW IN SUPPORT OF  
PLAINTIFF'S MOTION FOR FINAL APPROVAL  
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## I. INTRODUCTION

Plaintiff Duane E. Norman, Sr., filed this consumer class action alleging, on behalf of himself and others similarly situated, that Defendant Trans Union, LLC (“Trans Union” or “Defendant”) violated the Fair Credit Reporting Act (“FCRA”) by failing to properly perform reinvestigations of consumers’ written disputes of inquiries. Following more than six years of contentious litigation, during which the parties fully briefed and argued class certification, decertification, and summary judgment, and Defendant’s two attempts to reverse this Court’s rulings by interlocutory appeal, the parties reached a class-wide settlement in late December 2024, shortly before the January 21, 2025 trial was scheduled to commence. The Class Action Settlement Agreement and Release (“Agreement”) previously docketed at ECF 155-2 is attached as Exhibit 1 for the Court’s convenience.

The Agreement provides two types of relief. First, it provides for Trans Union to implement material practice changes and consensual equitable-type relief not available under the FCRA, which will not only benefit Class members, but also hundreds of thousands, if not millions, of American consumers going forward.

Second, it provides a cash fund of \$23,000,000.00 for this Settlement Class consisting of nearly 450,000 individuals who submitted a written dispute to Trans Union. After payment of attorney fees, litigation expenses, a service award to Plaintiff, and administration costs, the proposed Agreement provides all members of this Settlement Class with an automatic cash payment of \$20.00 and an opportunity to submit a claim form to obtain an enhanced recovery dependent on the number of claims.<sup>1</sup> Of the Settlement Class Members noticed, 12,479 have submitted Valid Claims,

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<sup>1</sup> Plaintiff’s requested service award and attorney fees and expenses are the subject of Plaintiff’s separately filed Motion for a Service Award to Plaintiff and for an Award of Attorney Fees and Reimbursement of Litigation Costs and Expenses to Class Counsel (ECF 173).

constituting approximately, 2.78% of the Settlement Class, which means that such claimants are expected to receive payments of over \$360.00. If sufficient funds remain after the first distribution, the Agreement calls for a second distribution to all Class Members if it would yield at least \$10.00 each.

The value of the Settlement is underscored and enhanced by the very limited release given by Class Members. Should Settlement Class Members have other issues relating to their credit reports such as inaccurate reporting of tradelines or identity theft, they are free to pursue any and all claims against Trans Union and/or other entities. Class Counsel fought very hard in negotiations to make sure that Class Members would give up as little as possible and remain free to pursue any claims unrelated to the precise practice targeted in the litigation.

On February 24, 2025, this Court entered an Order Preliminarily Approving Settlement and Directing Notice to the Class (ECF 156). Pursuant to the Court's Order, notice of the Settlement was sent to the Class, advising them of their right to exclude themselves from the Settlement, or to object to any aspect of it (including the counsel fee and service award) by June 24, 2025. Of the nearly half a million individuals noticed, only ten (10) have validly objected, constituting a mere 0.002% of the Settlement Class, and only 167 of the nearly 449,121 Class Members have timely requested exclusion.

Plaintiff files the instant Motion for Final Approval of Class Action Settlement. As set forth more fully below, the settlement is eminently "fair, reasonable, and adequate" within the meaning of Fed. R. Civ. P. 23(e)(2) and should be approved. A proposed form of order is attached as Exhibit A to the Settlement Agreement (Ex. 1).

Trans Union does not oppose the relief sought in this motion.

## II. DESCRIPTION OF THE CLASS CLAIMS

The Court is already familiar with the claims at issue, having issued opinions in August 2020 certifying the class (ECF 47), and in April 2023 denying Trans Union’s Motion to Decertify and Motion for Summary Judgment (ECF 117). As such, Plaintiff only briefly describes the claims of the Class here.

Trans Union is a consumer reporting agency (“CRA”) under the Act. Trans Union is required by 15 U.S.C. § 1681i(a) to “reinvestigate” every consumer dispute of “any item of information” found in that consumer’s credit file. 15 U.S.C. § 1681i(a). When a dispute is neither frivolous nor irrelevant, Trans Union must either “reasonably reinvestigate . . . or delete” disputed items. *See* 15 U.S.C. § 1681i(a)(1) & (5). If a CRA believes that a dispute is frivolous or irrelevant, the Act permits the CRA to terminate any reinvestigation, but the CRA must notify the consumer of such within five business days. 15 U.S.C. § 1681i(a)(3). This dispute process is how credit reporting inaccuracies commonly get corrected, to the benefit of consumers, creditors, and credit bureaus.

Plaintiff contends on behalf of the Class that for a certain type of disputed “information”—namely hard “inquiries”—Trans Union failed to reinvestigate in any way or to delete the errors, and that this violates 15 U.S.C. § 1681i(a). *See Cushman v. Trans Union Corp.*, 115 F.3d 220, 224–25 (3d Cir. 1997) (FCRA is a remedial statute with a decidedly low burden of proof for consumers who dispute, then shifting the investigative burden to CRAs).

As the Court might recall, for over six years throughout this case, Trans Union vigorously asserted various defenses arguing, *inter alia*, that inquiries are not “items of information” as defined under the FCRA requiring investigation; that Plaintiff could not prove an inaccuracy because the inquiries in fact did occur; that class certification was improper on multiple grounds; that Plaintiff and the Class lacked Article III standing; and that the Supreme Court’s decision in *Trans Union, LLC v. Ramirez* (“*Ramirez*”), 594 U.S. 413 (2021) changed the law in a way that compelled

decertification. Trans Union has denied, and continues to deny, all of the material factual allegations and legal claims asserted in this case, including any and all charges of wrongdoing or liability, and maintains that the claims in this case have no factual or legal merit.

### **III. PROCEDURAL HISTORY AND LEAD-UP TO SETTLEMENT**

Plaintiff's Class Action Complaint against Trans Union (ECF 1) was filed on December 5, 2018. After class discovery and briefing on Plaintiff's Motion for Class Certification, on August 14, 2020, the Court issued a comprehensive 60-page Memorandum Opinion (ECF 47) and Order (ECF 48) certifying the following class:

For the period beginning two years prior to the filing of the Complaint and through the time of judgment, all persons residing in the United States and its Territories to whom Trans Union sent its "502 Letter" in response to a written dispute of an inquiry.

On August 28, 2020, Trans Union petitioned the Third Circuit for permission to appeal the Court's class certification order. *See Norman v. Trans Union, LLC*, U.S.C.A. 3d Cir. No. 20-8033. That petition was denied on September 15, 2020.

After class notice was issued, a period of fact discovery on the merits issues ensued. Pursuant to this Court's Order of June 22, 2021 (ECF 61), the deadline for the parties to complete fact discovery was August 27, 2021.

On June 25, 2021, the United States Supreme Court issued its ruling in *Ramirez*. In that case, the jury awarded to the plaintiff and each member of the certified class statutory and punitive damages for violations of separate provisions of the FCRA. The U.S. Supreme Court held that "[e]very class member must have Article III standing in order to recover individual damages." *Ramirez*, 594 U.S. at 430. Thereafter, counsel for Trans Union advised counsel for the Plaintiff that Trans Union intended to seek decertification of the certified class, citing *Ramirez*.

In an effort to resolve the matter, the parties agreed to a brief stay of the litigation so as to explore the possibility of class settlement. ECF 66 ¶ 6. However, after a scheduled two-day private mediation with Nancy Lesser, Esq. in November 2021 failed, the parties were unable to reach an agreement and notified the Court by Joint Status Report on December 5, 2021 (ECF 68).

The Court thereafter issued a new Scheduling Order (ECF 69) setting a period of fact discovery through February 16, 2022. All in all, over two million pages of documents were produced by Trans Union and meticulously reviewed and catalogued by Class Counsel, their staff, and retained experts. At least fourteen different witnesses, including experts, were deposed (some twice).

On June 10, 2022, Trans Union filed a Motion for Summary Judgment (ECF 75) and a Motion to Decertify the Class (ECF 83). Plaintiff opposed, the Court heard oral argument, and on April 11, 2023, this Court issued an Order and Memorandum Opinion denying both of Trans Union's Motions (ECF 118). On April 25, 2023, Trans Union again sought leave to appeal the Court's class ruling, *Norman v. Trans Union, LLC*, U.S.C.A. 3d Cir. No. 23-8021. Plaintiff opposed, and that second petition to appeal was denied by the Court of Appeals on January 10, 2024.

By Order dated April 8, 2024 (ECF 125), the Court set this matter for a jury trial to commence on January 21, 2025. On August 23, 2024, Trans Union filed a Motion for Clarification of the Court's class certification decisions (ECF 131), which Plaintiff opposed (ECF 133). Pursuant to the Court's November 14, 2024 Order (ECF 135), argument on that motion, as well as a pretrial conference, took place on November 22, 2024. Both parties submitted proposed trial plans in advance (ECF 136; ECF 137). The parties then filed motions *in limine* on December 16, 2024 (ECF 142-152) and continued preparing in earnest for the jury trial set to begin on January 21, 2025.

In mid-December 2024, the parties began serious discussions about a potential settlement. They hired a nationally respected mediator, Rodney Max, Esq., to assist with the process. The parties continued to negotiate over the winter holidays and, on December 31, 2024, reached a settlement

in principle on a class-wide basis, with the core terms set forth in a signed Settlement Term Sheet. The parties alerted the Court about the proposed settlement, and all pretrial deadlines were stayed and the trial adjourned by Order dated January 2, 2025 (ECF 154).

Over the next month, the parties exchanged drafts of a Class Action Settlement Agreement and ancillary documents (proposed orders, class notice, claim form, etc.), and a final version was executed on January 31, 2025. That Agreement is Exhibit 1 hereto.

Plaintiff moved for preliminary approval of the parties' Agreement (ECF 155). On February 24, 2025, this Court entered an Order Preliminarily Approving Settlement and Directing Notice to the Class (ECF 156). Pursuant to the Court's Order at ¶ 9, Trans Union provided an updated class list consisting of nearly 450,000 Settlement Class Members,<sup>2</sup> and notice of the Settlement was issued, advising them of their right to exclude themselves from the Settlement, or to object to any aspect of it (including the counsel fee and service award) by June 24, 2025. Ex. 2, Admin. Decl. ¶¶ 6-11, and Exs. A-D thereto, Class Notice (hard copies and electronic version). Of the nearly half a million individuals noticed, only ten (10) have filed valid objections on the docket, constituting a mere 0.002% of the Settlement.<sup>3</sup> None of the objectors are represented by counsel.<sup>4</sup> Only 167 of the 449,121 Class Members timely requested exclusion. *Id.* ¶ 15.

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<sup>2</sup> Before preliminary approval, the parties estimated the Settlement Class to include approximately 485,000. The updated class list identifies 449,121 Settlement Class Members.

<sup>3</sup> In addition to the ten objections timely docketed with the Court as required by the Settlement Agreement at § 8(a)(i), four (4) individuals submitted objections only to the Settlement Administrator and did not file them with the Court Ex. 2, Admin. Decl. ¶ 16. The objections received by the Settlement Administrator are attached to the administrator's declaration. Ex. 2, Admin Decl. ¶ 16 and Exs. F-H thereto. The objections submitted only to the Settlement Administrator were by Shena Lashea Brown (Ex. F to Admin. Decl.), Mary Turner (Ex. G), Desiree Williams (Ex. H), and Charles Poland. Ex. 2, Admin. Decl. ¶ 16. Mr. Poland is not a class member. *Id.*

<sup>4</sup> Although one objector claims to be represented by counsel who intends to appear at the final approval hearing (ECF 169), the law firm identified has since confirmed it does not represent that objector. Ex. 3, Emails with Edwards Bowie firm.

Plaintiffs file the instant Motion for Final Approval of Class Action Settlement. As set forth more fully below, the Settlement is eminently “fair, reasonable, and adequate” within the meaning of Fed. R. Civ. P. 23(e)(2) and should be approved.

#### **IV. LEGAL ARGUMENT**

##### **A. Standard for final approval of proposed class settlement**

The claims of a certified class may be settled only with court approval, and the court may approve a settlement “only after a hearing and only on finding that it is fair, reasonable, and adequate[.]” Fed. R. Civ. P. 23(e)(2). “The decision of whether to approve a proposed settlement of a class action is left to the sound discretion of the district court.” *In re Nat’l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 436 (3d Cir. 2016) (citation omitted).

##### **B. The Settlement enjoys a presumption of fairness.**

A settlement enjoys an initial presumption of fairness when: “(1) the negotiations occurred at arms-length<sup>5</sup>; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.” *Id.* at 436. The presumption of fairness is warranted here.

As to the first and second factors, this case involved fierce litigation over the span of six years, as previously detailed. Over two million pages of documents were scrutinized and at least fourteen different witnesses deposed. Trans Union waged a vigorous defense to class certification and then attempted an interlocutory appeal. In November 2021, the parties attempted to resolve the matter at private mediation (with Ms. Lesser) but were unsuccessful. Trans Union then moved to decertify and for summary judgment. Once its motion to decertify was denied, Trans Union petitioned for

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<sup>5</sup> “Black’s Law Dictionary defines ‘arm’s length’ as ‘[o]f, relating to, or involving dealings between two parties who are not related or not on close terms and who are presumed to have roughly equal bargaining power.’” *McRobie v. Credit Prot. Ass’n*, No. 5:18-CV-00566, 2020 WL 6822970, at \*4 (E.D. Pa. Nov. 20, 2020).

another interlocutory appeal. Trans Union then sought clarification of the Court's class certification orders, which was denied.

It was only in December 2024, with trial imminent, that the parties were able to reach a settlement after weeks of negotiation and with the assistance of a second experienced mediator, Mr. Max. On December 31, 2024, the parties entered into Settlement Term Sheet. In the weeks that followed, the parties continued to engage in arm's length negotiations on the additional and technical points of a class action settlement, and after several weeks of exchanging drafts, the parties were able to reach the signed Agreement on January 31, 2025.

In other words, prior to reaching the Agreement, Plaintiff had engaged in extensive discovery on the FCRA claims and on class certification. By the time the parties were negotiating settlement terms, the parties had been in hotly contested litigation for some six years, at the precipice of trial, and had fully briefed dispositive motions on liability, damages, willfulness, and briefed class certification (twice). As such, the stage of the proceedings and the ample discovery completed demonstrate that Plaintiff and Class Counsel have an adequate appreciation of the case. The hard-fought litigation and the effort spent to resolve it amply demonstrate the arm's-length nature of the settlement.

As to the third factor, the Court recognized in its August 14, 2020 Order Certifying the Class that Class Counsel is experienced and competent (ECF 48 ¶ 5). Class Counsel collectively have decades of experience litigating consumer class actions, have been recognized for their experience and high caliber of their work product by many federal courts throughout the country (including many times in Eastern District of Pennsylvania), and were trial and appellate counsel in *Ramirez*, as documented more fully in the exhibits and certifications submitted in support of Plaintiff's Motion for a Service Award to Plaintiff and for an Award of Attorney Fees and Reimbursement of Litigation Costs and Expenses to Class Counsel (ECF 173 & 173-2 through 173-5).

As to the last factor, of the 449,121 Settlement Class Members noticed, only ten (10) have validly objected to the Settlement, all *pro se*, representing just 0.002% of the Settlement Class.<sup>6</sup> The low level of exclusions likewise speaks to the Class's reception to the Settlement. Though the lack of a meaningful number of objections and exclusions is not determinative, they are a testament to the fairness, reasonableness, and adequacy of the Settlement. The Settlement is presumptively fair.

**C. Final approval of the Settlement is warranted.**

Under Federal Rule of Civil Procedure 23(e), the claims of a certified class “may be settled, voluntarily dismissed, or compromised only with the court’s approval.” In making class action settlement determinations, courts must remain mindful that “there is an overriding public interest in settling class action litigation, and it should therefore be encouraged.” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004).

In 2018, the settlement provisions of Rule 23 were substantially revised with the goal of directing courts to consider a targeted “list of core concerns” to consider when determining whether to approve a proposed settlement. 2018 Advisory Committee Notes to Fed. R. Civ. P. 23. Courts are to consider whether:

- (A) the class representatives and class counsel have adequately represented the class;
- (B) the proposal was negotiated at arm’s length;
- (C) the relief provided for the class is adequate, taking into account:
  - (i) the costs, risks, and delay of trial and appeal;
  - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
  - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
  - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) the proposal treats class members equitably relative to each other.

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<sup>6</sup> Even if the objection not filed with the Court and that of the non-class member are included, 14 total objectors represent a miniscule portion of the Settlement Class: 0.0031%.

Fed. R. Civ. P. 23(e)(2).<sup>7</sup>

Additionally, prior to the 2018 Amendments, the Third Circuit in *Girsh* provided a list of factors to consider as a guide. *Somogyi*, 495 F. Supp. 3d at 348 (citing *Girsh v. Jepson*, 521 F.2d 153 (3d Cir. 1975)). These factors include:

(1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; [and] (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

*In re Pet Food Prods. Liab. Litig.*, 629 F.3d 333, 350 (3d Cir. 2010) (alteration in original). “These factors are merely a guide and the absence of one or more does not automatically render the settlement unfair.” *Somogyi*, 495 F. Supp. 3d at 348.

The Third Circuit in *Prudential* points the parties to other considerations to address, when applicable, including:

(1) [T]he maturity of the underlying substantive issues...the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages; (2) the existence and probable outcome of claims by other classes and subclasses; (3) the comparison between the results achieved by the settlement for individual class or subclass members and the results achieved--or likely to be achieved--for other claimants; (4) whether class or subclass members are accorded the right to opt out of the settlement; (5) whether any provisions for attorneys’ fees are reasonable; and (6) whether the procedure for processing individual claims under the settlement is fair and reasonable.

*In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 323 (3d Cir. 1998).

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<sup>7</sup> “Subparagraphs (a) and (b) of Rule 23 address the ‘procedural fairness’ of the settlement, while subparagraphs (c) and (d) address ‘substantive fairness.’” *Somogyi v. Freedom Mortg. Corp.*, 495 F. Supp. 3d 337, 348 (D.N.J. 2020).

The Advisory Committee Notes to the 2018 Amendments caution that the “lengthy list of factors” applicable in each Circuit “can take on an independent life, potentially distracting attention from the central concerns that inform the settlement-review process.” Moreover, this Court has recognized that the Rule 23(e) “factors overlap substantially with the factors identified by the Court of Appeals in *Girsh* and *Prudential*.” *Becker v. Bank of New York Mellon Tr. Co., N.A.*, No. 11-6460, 2018 WL 6727820, at \*5 (E.D. Pa. Dec. 21, 2018). Plaintiff accordingly begins the analysis with the considerations required by Rule 23(e)(2), mindful of the related, overlapping considerations specified in *Girsh* and *Prudential*.

**i. Plaintiff and Class Counsel have adequately represented the Class.**

Plaintiff Mr. Norman has ably represented the Class since filing this case over six years ago. He sat for a deposition, answered discovery, and remained in consistent contact with Class Counsel throughout the litigation. Mr. Norman attended and was prepared to testify at the March 12, 2020 hearing on class certification. Similarly, he diligently prepared for trial with Class Counsel, and had arranged to take time off from his work schedule to attend the trial. Plaintiff has no interests antagonistic to the Class.

Additionally, the firms of Francis Mailman Soumilas, P.C. and Flitter Milz, P.C. have zealously represented the Class from the outset of the case. Class Counsel has litigated this case with tenacity and was preparing in earnest for trial, having submitted a detailed trial plan to the Court. ECF 137. Class Counsel not only succeeded in moving for class certification, but have also staved off Trans Union’s multiple attempts to upset the Court’s class rulings, as well as Trans Union’s

motion for summary judgment on the issue of whether evidence was sufficient to establish a willful violation of the FCRA. Class Counsel have adequately represented the Class.<sup>8</sup>

**ii. The Agreement was negotiated at arm's length.**

The Court must consider whether the settlement was negotiated at arm's length. Fed. R. Civ. P. 23(e)(2)(B). *Girsh* also directs courts to consider “the stage of the proceedings and the amount of discovery completed,” *Girsh*, 521 F.2d at 157, which both relate to Plaintiff's bargaining power in reaching the Agreement.<sup>9</sup>

This case involved fierce litigation over the span of six years against one of the largest credit reporting agencies in the country, which was represented by three well-resourced and capable law firms: Buchanan Ingersoll, Reed Smith, and Skadden Arps. As discussed above, copious document and deposition discovery was taken. Trans Union waged a vigorous defense to class certification. In November 2021, the parties attempted to resolve the matter at private mediation with Ms. Lesser but were unsuccessful. Trans Union then moved to decertify and for summary judgment, asking the Court to deny class relief and throw the case out of court. Trans Union sought interlocutory appeal of each class certification decision. Trans Union sought “clarification” of the Court's class certification orders, which was denied.<sup>10</sup>

It was only in December 2024, with trial imminent, that the parties were able to reach a settlement after weeks of negotiation and with the assistance of experienced mediator Mr. Max. On

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<sup>8</sup> Additional details about how Mr. Norman and Class Counsel have served the Class are set forth in Plaintiff's Motion for a Service Award to Plaintiff and for an Award of Attorneys' Fees and Reimbursement of Litigation Costs and Expenses to Class Counsel, ECF 173 and certifications thereto.

<sup>9</sup> Stated otherwise, a plaintiff like Mr. Norman who has conducted extensive class and merits discovery, and who is in the final stages of pretrial preparation, has decidedly more leverage in settlement negotiations than a plaintiff who has conducted little discovery and is months or years away from trial.

<sup>10</sup> Trans Union's “Motion for Clarification” was essentially an untimely motion for reconsideration of this Court's decisions on class certification and summary judgment, and an apparent attempt to delay trial. *See* ECF 133.

December 31, 2024, the parties entered into Settlement Term Sheet. In the weeks that followed, the parties continued to engage in arm's length negotiations on the additional and technical points of a class action settlement, and after several weeks of exchanging drafts, the parties were able to reach the signed Agreement on January 31, 2025.

In other words, prior to reaching the Agreement, Plaintiff had engaged in extensive discovery on the FCRA claims and on class certification. By the time the parties were negotiating settlement terms, the parties had been in contested litigation for some six years, had fully briefed liability, damages, willfulness, and class certification (twice). As such, the stage of the proceedings and the ample discovery completed demonstrate that Plaintiff and Class Counsel have an adequate appreciation of the case. The hard-fought litigation and the effort spent to resolve it amply demonstrate the arm's-length nature of the settlement.

**iii. The relief to the Settlement Class is adequate considering all relevant circumstances.**

This factor requires consideration of whether the class relief is adequate considering the costs, risks, and delay of trial and appeal, the effectiveness of any proposed method of distributing relief to the class, the terms and timing of any proposed award of attorney's fees, and any agreement required to be identified under Rule 23(e)(3). Fed. R. Civ. P. 23(e)(2)(C). All of these considerations support approval of the settlement here.

**1. The costs, risks, and delay of trial and appeal.**

This case involved substantial risk for Plaintiff and Class Counsel. Filed in December 2018, the case is over six years old. Liability and class certification were litigated at considerable expense of time and manpower. Both matters involved novel questions about inaccuracy and burden shifting under the FCRA's dispute regime, federal court standing for the types of consumer harms suffered here, and some Class Members' use of credit repair organizations to assist with their disputes. But

for this Agreement, Plaintiff would have to maintain through trial, over Trans Union's objection, that class certification should remain intact and that Plaintiff and the Class are entitled to a finding of liability and damages.

Regardless of the outcome on liability or damages at trial, there would almost certainly be an appeal. Trans Union has already demonstrated that it wants the Court of Appeals to weigh in on the novel issues presented by this case, having sought interlocutory review twice under Fed. R. Civ. P. 23(f). In *Ramirez*, Class Counsel obtained a \$60 million dollar jury verdict in June 2017, yet after post-trial motions and an appeal that left the verdict largely intact, Trans Union obtained *certiorari* from the U.S. Supreme Court, which reversed in 2021. Trans Union would likely seek to appeal all the way to the High Court here as well. The post-trial and appeal process in this case could span another several years with an uncertain outcome.

All of these factors weighed into Plaintiff's decision to agree to settle the case, which provides for real relief to each Class Member now of at least \$20 to non-claimants and at least \$360 to claimants after payment of approved attorney fees, litigation expenses, service award, and administrative costs. This minimum payment amount is consistent with Plaintiff's theory of out-of-pocket, compensable economic loss. Plaintiff's expert Evan Hendricks determined that "the cost of the time spent disputing an item on a consumer's file can range—minimally—between \$5.44 and \$30.26, plus out-of-pocket resources of at least another \$1.00." ECF 117 at pp. 7-8. The proposed Agreement should recoup that loss and more for the Settlement Class. In addition, Trans Union has agreed to practice changes to increase the prospects for ongoing FCRA compliance. In light of the substantial risks involved and the additional delays associated with further litigation, this Settlement is an outstanding result.

**2. The effectiveness of any proposed method of distributing relief to the Settlement Class.**

As mentioned, the Agreement calls for all Settlement Class Members to be sent not less than \$20.00. Ex. 1, Agreement ¶ 11(b). This amount will be automatically sent as a paper check by 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 requisite information. *Id.*<sup>11</sup> The paper checks will be 8 ½” x 11” in size and inserted into a #10 envelope. The Settlement Administrator will issue the checks from PNC Bank, N.A. where the bank has agreed to cash class member checks with no check cashing fees.

Settlement Class Members were afforded the opportunity to submit a Claim Form to obtain a higher payment. Ex. 2, Admin Decl. ¶ 14. The Claim Form consists of an easy-to-understand attestation. See Ex. 1, Agreement at Ex. F thereto (Claim Form). To be eligible for the higher payment, the Settlement Class Member had to complete and sign under penalty of perjury that one or more of the following is true: (i) “My Trans Union credit score decreased as a result of an inquiry on my credit report that I disputed”; (ii) “Trans Union sent a credit report to a third party showing an inquiry that I disputed”; or (iii) “I was denied credit, and one reason for the denial was the existence on my credit report of an inquiry that I disputed.” *Id.* Claims were processed by the Settlement Administrator. Ex. 2, Admin Decl. ¶ 14. Of the 450,000 Settlement Class Members, 12,479 have submitted Valid Claims, representing approximately 2.78% of the Settlement Class.<sup>12</sup>

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<sup>11</sup> The electronic payment methods include Zelle, Venmo, PayPal, ACH, and an electronic Mastercard.

<sup>12</sup> This claims rate is consistent with similar consumer privacy class actions, *e.g.* the recent settlement in the Wawa, Inc. data breach case, where the claims rate was 2.56%. *See In re Wawa, Inc. Data Sec. Litig.*, --- F.4th ---, 2025 WL 1750352, at \*13 (3d Cir. June 25, 2025).

After the first round of checks are disbursed, the Agreement calls for a second distribution to Settlement Class Members so long as the remaining Settlement Fund would allow \$10.00 or more to be paid to all Settlement Class Members who cashed their previous check. Ex. 1, Agreement ¶ 11(d). After the second distribution, or if there is no second distribution, any remaining funds will be distributed to two non-profit, consumer-aligned charitable organizations for purposes of consumer credit education, counseling, advocacy, or financial literacy, as approved by the Court. *Id.* ¶ 4(d). To that end, the parties propose as *cy pres* beneficiaries the National Consumer Law Center (“NCLC”)<sup>13</sup> and the National Center for Law and Economic Justice (“NCLEJ”)—both laudable organizations that specialize in advocating for the economic rights of low-income communities across the country.<sup>14</sup>

To ensure that both Settlement Notice and payments to Settlement Class Members are issued to correct addresses, Trans Union provided a final class list with updated addresses. Ex. 2, Admin Decl. ¶ 4. The Settlement Administrator also attempted to obtain updated addresses in the event that mailed Settlement Notice is returned as undeliverable. *Id.* ¶¶ 8–9. This ensures that when paper checks are issued to those Settlement Class Members who did not opt for electronic payments, such checks are mailed to the most up-to-date address. As such, the effectiveness of the method of distribution of monetary relief to the Settlement Class Members supports approval.

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<sup>13</sup> Founded in 1969, the NCLC is a nonprofit that has “used its expertise in consumer law and energy policy to work for consumer justice and economic security for low-income and other disadvantaged people, including older adults, in the U.S.” NCLC, “Mission,” <https://www.nclc.org/about-us/mission/> (last visited June 25, 2025). It works in the courts and with policymakers across the United States “to stop exploitative practices, help financially stressed families build and retain wealth, and advance economic fairness.” *Id.*

<sup>14</sup> Founded in 1965, the NCLEJ “is a group of advocates and lawyers committed to advancing economic, racial, and disability justice for low-income families, individuals, and communities across the country.” NCLEJ, “Our Mission and Values,” <https://nclej.org/our-mission-and-values> (last visited June 25, 2025).

### 3. The terms and timing of the award of attorney's fees.

On June 10, 2025, before the June 24, 2025 deadline for Class Members to object or opt out, Plaintiff filed a motion for attorney fees and expenses from the common fund. In common fund cases such as this, the preferred method of awarding fees is the “percentage of recovery” method. *See Mehling v. New York Life Ins. Co.*, 248 F.R.D. 455, 464 (E.D. Pa. 2008) (the percentage of recovery method “rewards counsel for success and penalizes it for failure”). “In common fund cases, fee awards generally range from 19% to 45% of the settlement fund.” *Sorace v. Wells Fargo Bank, N.A.*, No. 20-4318, 2024 WL 643229, at \*13 (E.D. Pa. Feb. 15, 2024) (citing cases). Plaintiff requests, and the Agreement provides for payment of attorney fees of up to \$7,666,667.00, *i.e.* one-third of the Settlement Fund, an amount that fits squarely within the range set by prior decisions in this District. Ex. 1, Agreement ¶ 11(a). Plaintiff also seeks reimbursement of litigation expenses of \$221,150.00, well under the projected maximum of \$300,000.00 disclosed to Settlement Class Members in their Settlement Notice.<sup>15</sup> See Ex. 1, Agreement at Ex. C thereto (email notice at p. 2), Ex. D thereto (mail notice at p. 2), and Ex. E thereto (long-form notice at p. 2 and ¶¶ 6 & 14).

There was no independent nor simultaneous discussion of Class Counsel fees during negotiations, which were based on an “all-in” figure. Plaintiff seeks his attorneys’ fees solely as a percentage of the common fund that Class Counsel helped to create. As explained in more detail in Plaintiff’s Motion for attorney fees and expenses (ECF 173), the attorneys’ fees and expenses reimbursement are fair in this hard-fought, six-year-old case.

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<sup>15</sup> “[A]n attorney who has created a common fund for the benefit of the class is entitled to reimbursement of his reasonable litigation expenses from that fund.” *Sorace*, 2024 WL 643229, at \*14 (quoting *McDonough v. Toys R Us, Inc.*, 80 F. Supp. 3d 626, 665 (E.D. Pa. 2015)) (emphasis omitted).

**4. Any ancillary agreements under Rule 23(e)(3).**

Pursuant to the Settlement Agreement at ¶ 9(c), the parties have agreed in writing to allow the late submission of 84 otherwise Valid Claims. Ex. 2, Admin. Decl. ¶ 14. Other than the Settlement Agreement itself, Plaintiff has not entered into any agreements for which he seeks Court approval.

**iv. The settlement treats Settlement Class Members equitably.**

The Agreement provides meaningful relief to the Settlement Class and treats all Settlement Class Members equitably relative to each other and in light of the available evidence and applicable legal standard.

Under the Agreement, all Settlement Class Members will receive an equal payment of at least \$20.00 per capita, constituting some compensation for wasted time, modest money, and effort expended disputing their inquiry with Trans Union. All Settlement Class Members were afforded the opportunity to submit a claim form certifying to additional damage in order to obtain an additional payment. As noted above, of the 449,121 Settlement Class Members, about 12,479 have filed Valid Claims, resulting in a claims rate of about 2.78% and anticipated payments to claimants of at least \$360.00, which is more than the conservative estimate of \$160.00 disclosed in the Settlement Notice.

Additionally, all Settlement Class Members to whom payment is sent will provide the same limited release of claims related to investigation of an inquiry under Section 1681i(a), which does not favor or disfavor certain groups of Settlement Class Members over others.

**v. Other relevant *Girsh* factors support approval.**

The Third Circuit in *Girsh* directed parties to consider factors such as the range of reasonableness of the settlement fund in light of the best possible recovery. *Girsh*, 521 F.2d at 157.

As noted, the Agreement creates a Settlement Fund of \$23,000,000.00. It also includes

practice changes that act as a prophylactic measure going forward for not only Class Members, but all American consumers, as the protocol requires Trans Union to monitor the consumer disputes/challenges of the credit inquiries of its subscribers (i.e. users of the reports) to ensure that such subscribers are not requesting consumer reports indiscriminately without a permissible purpose. Ex. 1, Agreement ¶ 3(a).

Specifically, “[i]f a subscriber in the top 80% of the monthly inquiry challenge volume had an increase in challenge rate of more than 20% over the prior month, Defendant will manually review data associated with that subscriber,” and after accounting for various market factors, it “will either suspend/cancel the subscriber’s contract or recredential the subscriber, emphasizing that consumer reports may only be sought or obtained for a permissible purpose as set forth in 15 U.S.C. § 1681b.” Ex. 1, Agreement ¶ 3(b)-(c). “In addition, for those subscribers that are either not recredentialed and/or are terminated, Defendant will retroactively change all hard inquiries for that subscriber to soft inquiries from either (a) the identifiable date of improper pulling of credit reports or (b) a period of one year prior to termination if that date is not identifiable.” *Id.* ¶ 3(c). This equitable-type prospective relief certainly has value, though difficult to pinpoint. Notably, the FCRA does not provide for any equitable relief whatsoever, meaning that the proposed settlement is in some respects more favorable than what Plaintiff could have obtained at trial from a jury.

For negligent violations, the FCRA’s remedies are limited to actual damages. 15 U.S.C. § 1681o(a). For willful violations, as relevant here, the Act also provides for damages of up to \$1,000 per person plus punitive damages. 15 U.S.C. § 1681n(a).

Plaintiff’s expert Evan Hendricks estimated each Class Member’s actual damages as somewhere between \$6.44 and \$31.26. ECF 117 at pp. 7–8. Using Mr. Hendricks’ actual damage model for the approximately 449,121 individuals in the Settlement Class, a victory at trial could yield an aggregate actual damages award of \$2,892,339.24 to \$14,039,522.46. Compare this to the \$23

million Settlement Fund, and to the \$14,364,183.00 net Settlement Fund remaining for payments to Settlement Class Members after accounting for counsel fees, expenses, administrative costs, and Plaintiff's service award.<sup>16</sup> Of course, a jury could decide to award punitive damages and statutory damages of up to \$1,000 per Class Member upon a finding of a willful violation, but the award of an amount closer to the range proposed by Mr. Hendricks is entirely possible. The \$23,000,000.00 Settlement Fund created by the Agreement falls within this range and is reasonable given the risks of proceeding through trial and appeal.

Moreover, the narrow release negotiated by Class Counsel confirms the fairness of the settlement. Settlement Class Members release claims only under FCRA §§ 1681i(a)(1) and (2) relating to the *dispute* of an *inquiry*. Ex. 1, Agreement ¶ 1(hh) (emphasis added). Thus, if Settlement Class Members have other FCRA claims, such as commonly-litigated accuracy claims under FCRA § 1681e(b) or dispute/investigation claims relating to items other than an inquiry (for example tradelines, identity theft, mixed files or any other inaccuracy) those claims are all preserved. Likewise, the Settlement Agreement only releases Trans Union related entities. Ex. 1, Agreement ¶ 1(ii). To the extent that Class Members have claims against the entities who pulled their reports in the first instance (and thus leading to the inquiry on the report), or reported inaccurate data to Trans Union, those claims are all preserved. Class Counsel fought very hard to keep the release here very narrow. So, in considering the fairness of the Settlement according to the practical assessment of “what are class members giving up for what they are getting,” it is eminently fair.

Finally, according to Class Counsel's knowledge and experience, from a monetary fund perspective, the Settlement is within the top ten largest recoveries in the over fifty-year history of the FCRA. Notably, the largest FCRA class action settlement of \$75 million, reached in *In re Trans*

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<sup>16</sup> This assumes administrative costs of \$698,000.00, counsel fees of \$7,666,667.00, expenses of \$221,150.10, and the \$50,000.00 service award to Plaintiff.

*Union Corp. Privacy Litig.*, No. 00-CV-4729 (N.D. Ill.)—involved 190 million class members, more than 420 times the size of the Class here. The Settlement matches or exceeds the two largest FCRA recoveries achieved by the Federal Trade Commission (“FTC”) or Consumer Financial Protection Bureau (“CFPB”).<sup>17</sup>

Accordingly, the relevant *Girsh* factors (that are not subsumed by the Rule 23(e) factors) also support approval.

**vi. The objections are without merit.**

Of the approximately 450,000 Settlement Class Members noticed, ten (10) have validly objected pursuant to the terms of the Agreement. Eight (8) were filed on the docket and copied to the Administrator. Ex. 2, Admin. Decl. ¶ 16. Two (2) more were filed on the docket but did not communicate them to the Administrator. ECF 171 (Fields); ECF 172 (Wells). As such, there are ten (10) timely objections.

Although one claims to be represented by counsel who intends to appear at the final approval hearing (ECF 169 (Catalon)), the law firm identified has since confirmed it does not represent that objector. Ex. 3, Emails with Edwards Bowie firm. As such, all of the objectors are *pro se*. Of the remaining objectors, only one signified their intent to personally appear at the final approval hearing (ECF 159 (Pickett)), two confirmed they would *not* appear (ECF 171 (Fields) and ECF 177 (Golden)), two were equivocal (ECF 165 (Butera), 166 (Thompson)), and the remaining four have

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<sup>17</sup> See FEDERAL TRADE COMMISSION, “Smart Home Monitoring Company Vivint Will Pay \$20 Million to Settle FTC Charges That It Misused Credit Reports,” <https://www.ftc.gov/news-events/news/press-releases/2021/04/smart-home-monitoring-company-vivint-will-pay-20-million-settle-ftc-charges-it-misused-consumer> (Apr. 29, 2021) (stating that \$20 million deal to settle FTC allegations of FCRA violations was “the largest to date for an FTC FCRA case”); Chelsey Cox, CNBC, “TransUnion settles with the FTC, CFPB for \$23 million for impeding tenants’ ability to obtain housing,” <https://www.cnbc.com/2023/10/12/transunion-settles-with-ftc-cfpb-for-23-million-in-housing-case.html> (Oct. 12, 2023) (announcing \$23 million settlement between FTC, CFPB and TransUnion and its subsidiary over alleged FCRA violations).

not specified their intent either way (ECF 160 (Turner), 168 (Taft), 170 (Bolden), 172 (Wells)).<sup>18</sup>

As explained below, the objections lack merit and should be overruled.

**1. The relief afforded to Settlement Class Members is fair and reasonable, and adequate.**

All of the objectors argue they should receive more money under the Settlement, sometimes stating they want an amount comparable to Plaintiff's requested service award of \$50,000 (ECF 169 (Catalon); ECF 170 (Bolden)). The comparison to Plaintiff's requested service award is inapt because unlike the objectors, Plaintiff Norman has borne the responsibilities of his role as Class Representative, having responded to written discovery, testified at deposition, and prepared for trial. Further, Plaintiff Norman alone has agreed to a general release of claims,<sup>19</sup> whereas the Settlement Class Members have an exceedingly narrow release of only the claims asserted in the Complaint under 15 U.S.C. § 1681i(a)(1) and (2). Ex. 1, Agreement ¶¶1(hh), 12(a). Accordingly, Settlement Class Members retain the right to sue Trans Union for any and all claims not involved in this case, while Mr. Norman will waive any such claims.

In any event, the monetary relief of \$20.00 afforded to all Settlement Class Members is entirely consistent with the actual out-of-pocket expenses attested to by Plaintiff's expert Evan Hendricks. See Section IV.C.iii.1 & 5, *supra*. In addition to the direct payments, Settlement Class Members will also benefit from the equitable-type relief agreed upon by Trans Union, which requires practice changes for handling future challenges to hard inquiries such as cancelling subscribers' contracts when disputes of hard inquiries exceed certain thresholds and converting hard inquiries to

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<sup>18</sup> One Settlement Class Member did not object but instead filed a Motion to Intervene (ECF 161 (Re El)), which this Court denied (ECF 163). In an apparent effort to submit a claim, another individual who does not appear to be a Settlement Class Member filed some documents, but did not object (ECF 174 (Zwicky)).

<sup>19</sup> Ex. 1, Agreement ¶ 12(b).

soft inquiries. Ex. 1, Agreement ¶ 3. As discussed above, the FCRA does not provide for equitable relief, 15 U.S.C. §§ 1681n, 1681o, so in some ways this Settlement represents better relief than what Plaintiff could have obtained at trial. Given the unavailability of injunctive relief under the FCRA, the requests by some objectors that the Court direct Trans Union to take certain actions are requests that seek relief beyond the Court's statutory authority.<sup>20</sup>

Further, although Settlement Class Members were informed that Valid Claims could yield an additional amount expected to be up to \$160.00, the actual amount each claimant will receive is closer to \$360.00.<sup>21</sup> And, because a claim accrues upon Trans Union's failure to investigate a dispute of an inquiry, Settlement Class Members remain free to submit additional disputes of any unauthorized inquiries on their consumer reports and thereafter sue for damages.

It bears note that the objectors' allegations of harm are sometimes vague, individual to that objector, or appear to concern conduct not complained of in this case. For example, Mr. Wells complains that he was "directly impacted," but does not explain how. ECF 172. Mr. Taft complains about an eviction and the emotional fallout, but does not mention anything about how this relates to the inquiry he disputed. ECF 168. Mr. Fields complains about negative credit reporting by a landlord, which would more likely arise from a negative payment history than a credit inquiry. ECF 171. One objector (Ms. Thompson) with the email handle [15USC1681@gmail.com](mailto:15USC1681@gmail.com) does not credibly describe her damages, claiming: "Denial or delay in obtaining **[housing/credit/employment]**

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<sup>20</sup> ECF 165 ("I hereby demand that Trans Union immediately produce all records, including a full log of all 502 Letters associated with my name, so that I can evaluate the true extent of damages incurred."); ECF 166 (requesting the Court "[d]irect the parties to revise the settlement agreement to . . . [i]ncorporate clear injunctive relief that requires Trans Union to correct internal policies and practices regarding inquiry disputes"); ECF 177 (discussing Trans Union's obligations under the Gramm-Leach Bliley Act).

<sup>21</sup> Plaintiff's estimate of \$160.00 was based on the parties' estimated class size of 485,000 and an assumed claims rate of 5-6%. However, the class size is closer to 450,000, and the claims rate was approximately 2.78%, resulting in a higher claim amount.

due to visible hard inquiries” ECF 175 ¶ 5 (brackets in original; bolding added). These shortcomings in the objections underscore their lack of merit.

It is also certainly relevant that any Settlement Class Members who wished to litigate their claims individually in the hope of obtaining more money were afforded the opportunity to exclude themselves to do so. A relatively small number of individuals—167 in total—have validly requested exclusion. Ex. 2, Admin Decl. ¶ 15.

At bottom, it appears the objectors “do not sufficiently appreciate the fact that this is a *settlement*, not an award that will necessarily make all of the claimants whole for any damages incurred.” *In re Imprelis Herbicide Mktg., Sales Pracs. & Prods. Liab. Litig.*, 296 F.R.D. 351, 365 (E.D. Pa. 2013) (emphasis in original). “[T]he very nature of a ‘settlement’ is that it represents a compromise, not full compensation for all potential damages that could be awarded in a successful lawsuit.” *Id.* Courts routinely overrule objections that are based solely on the amount of the class member payment. *See Henderson v. Volvo Cars of N. Am., LLC*, No. 09-4146, 2013 WL 1192479, at \*9 (D.N.J. Mar. 22, 2013) (collecting cases). As the objections here primarily take issue with the amount of the class member payments, this Court can readily conclude that they lack merit.

**2. The exceptionally limited release of claims by Settlement Class Members is fair, reasonable, and adequate.**

One class member (Ms. Thompson) objected to the scope of the release, arguing the release impermissibly includes future claims and that the term “Released Parties” is overly broad. ECF 166. This objector, however, has apparently misread the scope of the release.

As described above, the Settlement Class Members’ release is exceedingly narrow, confined to only the claims alleged in the Complaint. As defined, the term “Released Claims” means “any and all claims **asserted in the Complaint** under 15 U.S.C. § 1681i(a)(1) and (2) relating to the dispute of an inquiry” and “do not include any other claim for violation of the FCRA.” Ex. 1, Agreement

¶ 1(hh) (emphasis added). This means that claims not asserted in the Complaint—such as future claims under § 1681i and any other section of the FCRA—remain unaffected.

The objector Ms. Thompson (ECF 166) did not explain why the inclusive definition of “Released Parties” was improper. Given the narrow scope of “Released Claims,” the inclusive definition of “Released Parties” is entirely reasonable. Settlement Class Members do not stand to gain or lose anything meaningful by extending their limited release to Trans Union’s affiliates, against whom they likely would not have a viable claim anyway. Regardless, there is nothing improper about releasing unnamed parties from the limited FCRA claims specified, as it is well accepted that “[a] federal court may approve a settlement that releases claims ‘based on the identical factual predicate as that underlying the claims in the settled class action even though the claim was not presented and might not have been presentable in the class action.’” *In re Orthopedic Bone Screw Prods. Liab. Litig.*, 176 F.R.D. 158, 181 (E.D. Pa. 1997) (quoting *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1287 (9th Cir. 1992)). As such, the scope of “Released Parties” is entirely within the mainstream and is reasonable.

### **3. The attorney fees sought are reasonable.**

Three objectors take issue with the amount of attorney fees sought by Plaintiff under the Agreement. ECF 159 (Pickett); ECF 165 (Butera); ECF 172 (Wells).<sup>22</sup> None of the objections include any supporting citations to case law or other authorities, nor do the objections appear to appreciate the fact that Class Counsel collectively expended over 5,300 hours of professional time litigating this case, over the course of six years, on a contingent basis whereby they shouldered the risk of non-payment that whole time. The requested fees and service award are entirely reasonable,

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<sup>22</sup> All of these objections were filed before Plaintiff filed his June 10, 2025 Motion (ECF 173) setting out the basis for the fees and service award sought.

as reflected in Plaintiff's submissions in support of his Motion (ECF 173). Plaintiff incorporates by reference those arguments in full.

Further, it bears note that any decrease in the amount of attorney fees awarded would not meaningfully impact the amount allotted to Settlement Class Members. Under the Agreement, \$4,583,333.00 of the Settlement Fund is reserved for payments to Settlement Class Members who submit Valid Claims, to be shared equally. Ex. 1, Agreement ¶ 11(a)(ii). This means that any reduction in the attorney fees sought would affect only the amount of the minimum automatic payment to Settlement Class Members, and the impact would be relatively small.

As explained by our Court of Appeals, “the stated goal in percentage fee-award cases” is “ensuring that competent counsel continue to be willing to undertake risky, complex, and novel litigation.” *Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 198 (3d Cir. 2000) (reversing district court’s fee reduction of one-third to 18%).<sup>23</sup> The award of one-third of the common fund under the established “percentage-of-recovery” method rewards counsel for their successful result in this decidedly risky, complex, and novel litigation—involving issues of first impression concerning a consumer reporting agency’s obligations under the FCRA to investigate disputes of credit inquiries. Indeed, to Class Counsel’s knowledge, this is the first case in which a class action was certified for violations of 15 U.S.C. § 1681i. Without Class Counsel’s efforts in obtaining class certification, fending off Trans Union’s multiple attempts to decertify, and overcoming Trans Union’s motion for summary judgment, Settlement Class Members may not have been able to receive anything at all. A reduction of the requested fee award would—without any persuasive justification or principled basis—punish Class Counsel for obtaining this successful result, disincentivizing competent counsel from

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<sup>23</sup> On remand, the district court in *Gunter* awarded the originally requested amount of one-third of the \$9.5 million settlement fund. *Gunter v. Ridgewood Energy Corp.*, No. 2:95-CV-00438 (D.N.J. Order dated Aug. 6, 2001).

pursuing socially beneficial litigation such as this on a contingent basis.

**V. CONCLUSION**

The Agreement of the parties is fair, reasonable, and adequate. The relatively small number of opt-outs coupled with the presence of only a few *pro se* objections—all without merit—only support approval. Accordingly, final approval is proper under Federal Rule of Civil Procedure 23(e).

Dated: July 7, 2025

Respectfully submitted,

DUANE E. NORMAN, *by his attorneys,*

/s/ Andrew M. Milz

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# **Exhibit 1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DUANE E. NORMAN, SR.,  
on behalf of himself and all others similarly situated,

*Plaintiff,*

v.

TRANS UNION, LLC

*Defendant.*

No. 2:18-cv-05225-GAM

**CLASS SETTLEMENT AGREEMENT AND RELEASE**

This Class Settlement Agreement and Release (“Agreement”) is hereby entered into by and between the Class Representative, on behalf of himself and Settlement Class Members and, and Defendant, as those terms are defined herein.<sup>1</sup>

This Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle all released rights and claims to the extent set forth below, subject to the terms and conditions set forth herein.

**RECITALS**

WHEREAS, by the Litigation, the Class Representative asserted claims, including the Class Claims, against Defendant for actual, statutory, and punitive damages under the federal Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §§ 1681i(a)(1) and i(a)(2);

WHEREAS, on August 14, 2020, the Court certified a class of consumers for the purpose of asserting the Class Claims (ECF 47-48);

WHEREAS, on April 11, 2023, the Court denied Defendant’s Motion to Decertify the Class, and in the same order denied Defendant’s Motion for Summary Judgment (ECF 117-118);

WHEREAS, the purpose of this Agreement is to settle the Individual and Class Claims of the Class Representative and the Class Claims of the Settlement Class Members;

WHEREAS, counsel for the Parties have conducted an extensive investigation of the facts and claims alleged in the Litigation, including, but not limited to, reviewing documents and data, deposition testimony, and expert opinions;

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<sup>1</sup> Capitalized terms shall have the meaning and definitions set forth in Section 1 of this Agreement.

WHEREAS, the Parties have engaged in extensive arms'-length negotiations by telephone and in-person conferences, as well as mediation sessions with experienced private mediators concerning the settlement of the Class Claims; and

WHEREAS, Defendant has denied and continues to deny the Class Representative's and the Class's allegations or that it that it has committed any violations of law, including, without limitation, the FCRA, engaged in any wrongful acts alleged in the First Amended Complaint, or otherwise incurred any liability, and has maintained that it has a number of defenses to the Class Representative's and Class's claims. Defendant nevertheless desires to settle the Litigation on the terms and conditions set forth herein, solely for the purpose of avoiding the further expense, inconvenience and distraction of burdensome and protracted litigation and to obtain the release, order and judgment contemplated by the Agreement; and

WHEREAS, the Class Representative, Settlement Class and Defendant agree that neither this Agreement nor any statement made in the negotiation thereof shall be deemed or construed as an admission of liability by, or used against Defendant for any purpose in any legal proceeding or as evidence of the merit or truth of the Class Representative's or the Settlement Class's allegations. Further, Defendant is not estopped from challenging any such claim not yet asserted in the Litigation if the Settlement is not finally approved; and

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery for the Class Representative and the Settlement Class, or might result in a recovery that is less favorable to the Class Representative and the Settlement Class, the Class Representative and Class Counsel are satisfied that the terms and conditions of the Settlement are fair, reasonable and adequate and that this Agreement is in the best interests of the Class Representative and the Settlement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

## 1. DEFINITIONS

The defined terms set forth above and herein shall have the following meanings ascribed to them.

- (a) **"Agreement"** means this Class Settlement Agreement and Release.
- (b) **"CAFA"** means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715(a)-(d).
- (c) **"CAFA Notice"** means notice of this proposed settlement to the appropriate federal and state officials, as required by CAFA, which shall be prepared and mailed as provided for in Section 2(b) below and Section 5(g) below.
- (d) **"Claim Form"** means the document, in the form of Exhibit F, to be made available to members of the Settlement Class.

(e) “**Claims Submission Deadline**” means the date sixty (60) calendar days after the date of the mailing of the Settlement Notice, by which all Claim Forms must be submitted.

(f) “**Class Claims**” means the claims asserted under the FCRA in class action complaint in the Litigation (ECF 1), arising out of the allegations set forth therein.

(g) “**Class Counsel**” means James A. Francis, John Soumilas, Lauren KW Brennan, and Jordan M. Sartell of the law firm Francis Mailman Soumilas, P.C., and Cary L. Flitter, Andrew M. Milz, Jody T. López-Jacobs, and Edward M. Flitter of the law firm Flitter Milz, P.C.

(h) “**Class Representative**” means the named plaintiff, Duane E. Norman, Sr.

(i) “**Court**” means the United States District Court for the Eastern District of Pennsylvania, where the Litigation is currently pending.

(j) “**Defendant**” means Trans Union, LLC.

(k) “**Defendant’s Counsel**” means Gerald E. Burns, Samantha L. Southall, and Mark A. Kasten of the law firm of Buchanan Ingersoll & Rooney P.C.

(l) “**Effective Date**” means 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, seven (7) calendar days after the time in which to appeal the Final Approval Order to the Third Circuit Court of Appeals has passed without any appeal having been filed.

(m) “**Excluded Class Members**” means all individuals within the definition of “Settlement Class Members” (a) who were previously sent notice pursuant to the Court’s January 21, 2021 Order (ECF 59), and who were identified as requesting exclusion from the Litigation, and/or (b) who submit an Exclusion Request consistent with section 7 below.

(n) “**Exclusion Deadline**” means sixty (60) calendar days after the date of the mailing of the Settlement Notice, as set forth in the Notice of Settlement and on the Settlement Website, by which all Exclusion Requests must be submitted.

(o) “**Exclusion Request**” means a request to be excluded from the Settlement Class consistent with section 7 below.

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

(q) “**Fee Petition**” means the petition or motion for an award of fees and costs submitted by Class Counsel as provided for in Section 10(a) below.

(r) “**Final Approval**” means the approval of the Agreement by the Court at or after the Final Approval Hearing, and entry on the Court’s docket of the Final Approval Order.

(s) “**Final Approval Hearing**” means the hearing at which the Court will consider arguments relating to deciding whether to grant final approval of the Settlement, and make such other rulings as are contemplated by this Agreement.

(t) “**Final Approval Motion**” means the motion that Plaintiff shall file seeking Final Approval.

(u) “**Final Approval Order**” means the final order and judgment entered by the Court giving Final Approval to the Settlement and dismissing with prejudice the claims of the Plaintiff and the Settlement Class and entering a judgment according to the terms set forth in this Agreement, in the form of Exhibit A hereto.

(v) “**Final Judgment**” shall have the same meaning as Final Approval Order.

(w) “**Individual Settlement and Service Award**” means the payment made from the Settlement Fund to the Class Representative for his service in the matter, as approved and directed by the Court.

(x) “**Litigation**” means the lawsuit filed by the Class Representative in the United States District Court for the Eastern District of Pennsylvania, captioned *Norman v. Trans Union, LLC*, Case No. 2:18-CV-05225.

(y) “**Notice of Objection**” means an objection made by a Class Member to this Settlement by written notice of such objection postmarked by the Objection Deadline.

(z) “**Notice and Administration Expenses**” means the fees, costs, and expenses of the Settlement Administrator to carry out its obligations under this Agreement.

(aa) “**Objection Deadline**” means the date sixty (60) calendar days after the date of the sending of Settlement Notice, as set forth in the Notice of Settlement and on the Settlement Website, by which all objections must be submitted.

(bb) “**Parties**” means the Class Representative and Defendant.

(cc) “**Preliminary Approval**” means preliminary approval of the Agreement by the Court and approval of the Settlement Notice Plan and the Settlement Notice.

(dd) “**Preliminary Approval Hearing**” means any initial hearing held by the Court to consider preliminary approval of the Parties’ proposed Settlement.

(ee) “**Preliminary Approval Motion**” means the motion that Plaintiff shall file seeking Preliminary Approval.

(ff) “**Preliminary Approval Order**” or “**Order Directing Notice**” means the order entered by the Court granting Preliminary Approval in the form of Exhibit B hereto.

(gg) “**Previously Noticed Settlement Class Members**” means those members of the Settlement Class who were sent notice pursuant to notice pursuant to the Court’s January 21, 2021 Order (ECF 59).

(hh) “**Released Claims**” means any and all claims asserted in the Complaint under 15 U.S.C. §1681i(a)(1) and (2) relating to the dispute of an inquiry. “Released Claims” do not include any other claim for violation of the FCRA.

(ii) “**Released Parties**” means Trans Union, LLC and each of its members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of Trans Union, LLC’s assets, stock, units or other ownership interests) and

assigns; the past, present, and future, direct and indirect, parents (including, without limitation, holding companies), subsidiaries and affiliates of any of the above; and the past, present and future principals, trustees, partners, insurers, officers, directors, employees, advisors, attorneys, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above.

**(jj)** “**Settlement**” means the agreement between the Class Representative, on behalf of himself and Settlement Class Members, and Defendant to fully, finally and forever settle and compromise his and the Class Claims, as memorialized in this Agreement and the accompanying documents attached hereto.

**(kk)** “**Settlement Administrator**” means American Legal Claims Services, LLC.

**(ll)** “**Settlement Class**” means all consumers with an address in the United States and its territories to whom Defendant sent its “502 Letter” in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

**(mm)** “**Settlement Class Members**” means the individuals who make up the Settlement Class.

**(nn)** “**Settlement Fund**” means the Twenty-Three Million Dollars and Zero Cents (\$23,000,000.00) to be paid by Defendant pursuant to the Agreement.

**(oo)** “**Settlement Notice**” means the notice to be sent to the Settlement Class Members by the Settlement Administrator, pursuant to the terms of this Agreement and subject to the Court’s approval thereof, and in the form of Exhibit C and Exhibit D hereto, and the Long Form Notice which is Exhibit E hereto, or in another form agreed to by the Parties containing substantially the same information.

**(pp)** “**Settlement Notice Plan**” means the plan for sending the Settlement Notice as provided for in Section 6 below.

**(qq)** “**USPS**” means the United States Postal Service.

**(rr)** “**Valid Claim**” means a claim made via a Claim Form by a Settlement Class Member which complies with the requirements set forth in Section 9 hereof.

## **2. SCHEDULING OF HEARINGS AND MOTIONS**

**(a)** Within fourteen (14) calendar days of the date of this Agreement, or another date agreed to by the Parties and directed by the Court, Class Counsel shall file a Motion for Preliminary Approval and to Direct Notice to the Settlement Class

**(b)** The date of any Final Approval Hearing shall be scheduled no earlier than one hundred forty-five (145) calendar days after the Court enters the Preliminary Approval Order.

**(i)** The Settlement Administrator shall mail the CAFA Notice within ten calendar days after Plaintiff files the Motion for Preliminary Approval, via First Class United States Mail, postage prepaid.

- (A) Defendant shall prepare and provide a draft cover letter for the CAFA Notice to Class Counsel and the Settlement Administrator five (5) calendar days before the deadline for mailing such CAFA Notice. The Settlement Administrator shall prepare the exhibits to the cover letter, and identify the recipients of the CAFA Notice, in accordance with Section 4(g) below.
- (B) On the day that it mails the CAFA Notice, the Settlement Administrator shall certify to Class Counsel and Defendant's Counsel that the CAFA Notice was mailed and to whom it was mailed.
  - (ii) Within five (5) calendar days of the time the Settlement Administrator mails the CAFA Notice, Defendant shall file a certification with the Court that the CAFA Notice has been served and upon whom it has been served.
- (c) Class Counsel shall file the Final Approval Motion no later than fourteen (14) calendar days prior to the Final Approval Hearing, or within any other time set by the Court.
- (d) Class Counsel shall file the Fee Petition no later than fourteen (14) calendar days prior to the Objection Deadline, or within any other time set by the Court.
- (e) The Parties shall request that the hearing on the Fee Petition occur concurrently with the Final Approval Hearing.

### **3. PRACTICE CHANGES**

(a) The Parties have negotiated practice changes and enhancements by Defendant relating to its “Inquiry Challenge Process.” These practice changes are an integral component of the Settlement. These practice changes include how Defendant shall, in the future, handle consumer disputes and/or challenges of hard inquiries in order to ensure that its subscribers have a permissible purpose to obtain consumer reports. For purposes of the “Inquiry Challenge Process,” a “challenge” includes all written disputes of hard inquiries which would result in the sending of a “502 Letter.”

(b) Each month, Defendant shall prepare a report that contains a 12 month rolling volume for each subscriber and identifies each subscriber’s monthly inquiry volume, inquiry challenge volume, and inquiry challenge rate (challenge volume divided by inquiry volume). If a subscriber in the top 80% of the monthly inquiry challenge volume had an increase in challenge rate of more than 20% over the prior month, Defendant will manually review data associated with that subscriber for potential referral to recredentialing. Defendant also will manually review data associated with low volume subscribers with an inquiry challenge rate exceeding 80% for potential referral to recredentialing. Manual review will consider certain data points to eliminate potential false positives including, but not limited to, conditions of evidenced seasonality, availability of adequate data to support a referral to recredentialing, market conditions causing data anomalies, and new data conditions that may impact the referral program. Where a referral to recredentialing is not fully warranted, Defendant shall monitor those subscribers for a secondary review the next month with the same review criteria.

(c) Upon referral, Defendant will either suspend/cancel the subscriber’s contract or recredential the subscriber, emphasizing that consumer reports may only be sought or obtained for a permissible purpose as set forth in 15 U.S.C. § 1681b. In addition, for those subscribers that are either not recredentialed and/or are terminated, Defendant will retroactively change all hard inquiries for that subscriber to soft inquiries from either (a) the identifiable date of improper pulling of credit reports or (b) a period of one year prior to termination if that date is not identifiable.

(d) To the extent that Congress, any regulatory authority or court requires Defendant in the future to take a different approach to (a) handling disputes and/or challenges of hard inquiries; (b) monitoring the volume of consumer hard inquiry disputes and/or challenges by subscriber; (c) suspending, canceling, or recredentialing a subscriber based upon the volume of consumer hard inquiry disputes and/or challenges differently; or (d) retroactively changing all hard inquiries to soft inquiries, the Parties agree that that legislative, regulatory or judicial requirement shall be operative instead of the practice changes contemplated by the Agreement.

### **4. THE SETTLEMENT FUND**

#### **(a) Creation and allocation of the Settlement Fund**

The two installment payments described in this Section 3(a) shall constitute Defendant’s sole financial obligation with respect to this Settlement.

Defendant shall create and pay to the Settlement Administrator a Settlement Fund in the amount of Twenty Three Million Dollars and Zero Cents (\$23,000,000.00), in two installments as follows:

**(i) First payment**

The first payment into the Settlement Fund shall consist of the sum of Six Hundred Ninety-Eight Thousand Dollars and Zero Cents (\$698,000.00), to be paid by Defendant to the Settlement Administrator within seven (7) 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.

**(ii) Second payment**

The balance of the Settlement Fund, in the amount of Twenty-two Million Three Hundred and Two Thousand Dollars and Zero Cents (\$22,302,000.00) shall be paid by Defendant to the Settlement Administrator for deposit into the Settlement Fund within ten (10) calendar days after the date of the Final Approval Order.

**(b) Allocation of the Settlement Fund**

The Settlement Fund shall be allocated as follows:

**(i) Payments to Settlement Class Members**

Within fourteen (14) 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, as calculated pursuant to Section 11(a) hereof.

**(ii) Individual Settlement and Service Award**

Within fourteen (14) calendar days of the Effective Date, the Settlement Administrator shall pay to the Class Representative up to the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) for the Individual Settlement and Service Award (as approved by the Court), or in an amount otherwise awarded by the Court.

**(iii) Attorneys' Fees and Expenses**

Within fourteen (14) calendar days of the Effective Date, the Settlement Administrator shall pay to Class Counsel reasonable attorneys' fees and expenses in the amount awarded by the Court.

**(iv) Costs of Settlement Administration**

Within fourteen (14) calendar days of the Settlement Administrator receipt of the second payment described in section 3(a)(ii) 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.

**(c) No reversion to Defendant**

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

**(d) *Cy pres* distribution**

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. One-half of any unused or unclaimed funds shall be awarded to recipients chosen by Class Counsel subject to approval by Defendant which approval shall not be withheld unless the recipients are manifestly unreasonable or inconsistent with Rule 23. One-half of any unused or unclaimed funds shall be awarded to recipients chosen by Defendant subject to approval by Class Counsel which approval shall not be withheld unless the recipients are manifestly unreasonable or inconsistent with Rule 23. The *cy pres* recipients shall be a non-profit charitable organization whose goals are aligned with consumer interests and the funds shall be used for purposes of consumer credit education, counseling, advocacy, or financial literacy. The *cy pres* recipients shall be identified in connection with the Motion for Final Approval.

The Settlement Administrator is responsible for securing from the *cy pres* recipients wiring instructions, as well as all other information necessary to make the *cy pres* distributions.

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.

**5. RESPONSIBILITIES OF THE SETTLEMENT ADMINISTRATOR**

**(a) Information security**

The Settlement Administrator shall ensure that the information that it receives from Defendant and Settlement Class Members is secured and managed in such a way as to protect its security and confidentiality. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from Defendant and members of the Settlement Class without the prior written consent of all Parties.

**(b) Settlement website and toll-free telephone number**

The Settlement Administrator shall ensure that the existing website [www.transuniondisputeclaimaction.com](http://www.transuniondisputeclaimaction.com) is updated to reflect the Settlement not later than ten (10) calendar days after entry of the Order Directing Notice, and add to that website, among other things: the Agreement; the Preliminary Approval Motion, and the Preliminary Approval Order, the Long Form Notice in the form attached hereto as Exhibit E, an online version of the Claim Form substantially in the form of Exhibit F hereto, and instructions on submitting a Claim.

Not later than ten (10) calendar days after entry of the Order Directing Notice, the Settlement Administrator shall establish a toll-free number for Settlement Class Members to call the Settlement Administrator with questions.

The website and the toll-free number shall be maintained while the Settlement Administrator is administering the Settlement. The internet address of the website and the toll-free number shall be included in the Settlement Notice. The Settlement Administrator shall cause to be maintained a record of activities, including logs of inquiries to the internet website, downloads, phone calls and/or mailings, and shall ensure that a running tally is kept of the number

and types of materials mailed by it or downloaded from the internet website in a computerized database form. The telephone line shall be capable of providing general information concerning deadlines for objecting to the Settlement, and the dates of relevant Court proceedings, including the Final Approval Hearing.

**(c) Updated Class List**

Within thirty (30) calendar days after the entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with a class list identifying all Settlement Class Members other than those Previously Noticed Settlement Class Members to whom notice was sent pursuant to the Court's January 21, 2021 Order (ECF 59), including the most recent email and mailing addresses available in Defendant's records.

**(d) Email Addresses**

The Settlement Administrator will obtain a current email address list for each individual on the Class List for whom Defendant does not provide an email address pursuant to Section 4(c) above, using a commercial vendor to identify email addresses consistent with the prior notice process pursuant to the Court's January 21, 2021 Order (ECF 59).

**(e) Emailed Settlement Notice**

Within sixty (60) calendar days after the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Settlement Notice to each member of the Settlement Class. Consistent with the email notices sent pursuant to the Court's January 21, 2021 Order (ECF 59), fourteen (14) calendar days after the initial sending of emailed notices in the form of Exhibit C hereto, the Administrator will send a second substantially identical email notice with a different subject line.

**(f) Mailed Settlement Notice**

For any Settlement Class Member for whom the Administrator is unable to obtain a viable email address pursuant to Section 4(c) above, and for any Settlement Class Member whose email notice pursuant to Section 4(e) above is returned as undeliverable, the Administrator shall send notice via first-class USPS mail in the form of Exhibit D hereto to the address provided on the Class List. Such notice shall be sent within sixty (60) calendar days after the entry of the Preliminary Approval Order.

The address of the Settlement Administrator shall be used as the return address for the Settlement Notice. For any Settlement Notice that is returned by the USPS as undeliverable, the Settlement Administrator shall re-mail such notices to any updated address provided by the USPS. If the USPS does not provide an updated address, the Settlement Administrator shall attempt to obtain an updated address from one or more commercial search firms or databases, and shall then re-mail the notices to any such updated address.

**(g) CAFA Notice**

Defendant shall be responsible for submitting a legally compliant CAFA Notice to the Settlement Administrator. On behalf of Defendant, and in accordance with Section 2(b) above, the Settlement Administrator will mail the CAFA Notice on the appropriate federal and state officials not later than ten (10) calendar days after Plaintiffs file a Motion for Preliminary Approval with the Court.

**(h) Processing Requests for Exclusion**

The Settlement Administrator shall receive and process Exclusion Requests in accordance with Section 6 below.

**(i) Processing Claim Forms**

The Settlement Administrator shall receive and process Claim Forms in accordance with Section 7 below.

**(j) Payments to Settlement Class Members**

The Settlement Administrator shall prepare and deliver to Settlement Class Members payment in accordance with Section 11(a) below.

**(k) Reporting**

The Settlement Administrator shall provide regular reports to the Parties, but no less frequently than every month, regarding the status of the mailing and emailing of the Settlement Notices, any re-mailing of Settlement Notices, the submission and processing of Exclusion Requests, the submission and processing of Claims Forms, the distribution and redemption of payments to Settlement Class Members, and other activities undertaken pursuant to this Agreement.

Within seven (7) calendar days after the Objection Deadline, the Settlement Administrator shall prepare for filing a declaration of mailing in connection with the Settlement Notice. The declaration will also include a summary of the Claim Forms received and processed including the number of Valid Claims, and an estimate of the anticipated payment per Settlement Class Member, taking into account future anticipated costs of settlement administration.

**(l) IRS Form 1099**

The Settlement Administrator shall, as necessary, satisfy all reporting requirements, if any, to issue IRS Form 1099s to Class Members for any payments to Settlement Class Members over \$600.00.

**(m) Notice and Administration Expenses**

All Court-approved Notice and Administration Expenses shall be paid to the Settlement Administrator from the Settlement Fund, consistent with this Settlement Agreement.

**(n) Provision of payment and wiring information to Defendant**

**(i) First payment**

At least five (5) calendar days before filing of the Preliminary Approval Motion, the Settlement Administrator shall provide to Defendant's Counsel (i) an executed IRS Form W-9 for the Settlement Administrator, as well as (ii) wiring instructions for the payment required by Section 3(a)(i) above.

**(ii) Second payment**

Within three (3) calendar days of the time the Final Approval Motion is filed by Class Counsel, the Settlement Administrator shall provide to Defendant's Counsel wiring instructions for the payment required by Section 3(a)(ii) above.

**6. THE SETTLEMENT NOTICE**

- (a)** The primary form of Settlement Notice shall be in the form of emailed notice in the form of Exhibits C hereto, or in another form agreed to by the Parties that contains the same information as Exhibit C.
- (b)** To the extent that a valid email address is not available for a Settlement Class Member, or emailed notice is not delivered, mailed notice in the form of Exhibit D hereto, or in another form agreed to by the Parties that contains the same information as Exhibit D, shall be sent to the Settlement Class Member.
- (c)** Emailed and mailed notice shall contain a unique identifier and access code that will permit each Settlement Class Member to submit a claim electronically on the Settlement Website, consistent with Section 9 below.
- (d)** A long form notice in the form of Exhibit E hereto, or in another form agreed to by the Parties that contains the same information as Exhibit E, shall be available on the Settlement Website.
- (e)** The Settlement Administrator shall be responsible for sending the Settlement Notices in accordance with Section 5(e)-(f) above.

## **7. REQUESTS FOR EXCLUSION**

- (a)** Any member of the Settlement Class may request exclusion from the settlement by sending a written request to the Settlement Administrator either electronically via the electronic mail address provided on the Settlement Website and in the Notice, or in hard copy to the mailing address provided on the Settlement Website and in the Notice.
- (b)** All requests for exclusion must be directed to “Exclusion Requests – *Norman v. Trans Union* Settlement Administrator” and must contain the Settlement Class Member’s full name, current email address and mailing address and telephone number, the unique identifier included on the Settlement Class Member’s notice, and a specific statement that the Settlement Class Member wants to be excluded from the Settlement.
- (c)** Exclusion requests must be sent no later than the Exclusion Deadline.
- (d)** In no event shall persons who purport to request exclusion from the Settlement Class as a group, aggregate, or class involving more than one Settlement Class Member, be considered valid requests.
- (e)** Exclusion requests that do not comply with the provisions of this section shall be invalid.

## **8. OBJECTIONS AND REQUESTS TO APPEAR AT FINAL APPROVAL HEARING**

- (a)** Any member of the Settlement Class who wishes to object to the Settlement or Fee Petition at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a Notice of Objection by the Objection Deadline.
  - (i)** The Notice of Objection shall be sent by First Class United States Mail to the Settlement Administrator, and sent to the Clerk of the Court either by First Class United States Mail or filed with the Court via CM/ECF.
  - (ii)** Such objection shall be personally signed and state: the caption of the Litigation; the full name, address, email address, and telephone number of the Settlement Class Member objecting to the Settlement; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Settlement Class Member wishes to be considered in support of the objection; the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Petition; any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; the identity of all counsel representing the objector who will appear at the Final Approval Hearing; all relief sought; and identification of the number of times the Settlement Class Member has objected to a class action settlement in the past five (5) years, including the caption of each case in such objection was made.
  - (iii)** Any objector wishing to be heard at the Final Approval Hearing must also file a notice of intent to appear with the Clerk of the Court no later than fourteen (14) calendar days before the Final Approval Hearing, and must provide both Class Counsel and Defendant’s Counsel with copies of the notice of intent to appear.

**(b)** The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objections to the Settlement or Fee Petition, in accordance with such Settlement Class Member's due process rights.

(i) The Order Directing Notice shall further provide that persons who fail to properly or timely file their objections, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

(ii) Unless otherwise allowed by law, only Settlement Class Members who object to the Settlement by the Objection Deadline and pursuant to the terms of this Section may appeal any Final Judgment or ruling on the Fee Petition.

## **9. CLAIMS PROCESS**

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

### **(a) Electronic Claim Form**

To receive a higher 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.

### **(b) Processing of Claim Forms**

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

The Settlement Administrator shall disallow any Claim that is not timely submitted.

The Settlement Administrator shall disallow any Claim when the Claim Form is not completed in full.

The Settlement Administrator shall disallow any Claim if the person who submitted the form is not a member of the Settlement Class.

The Settlement Administrator's determination regarding the validity of a Claim Form is final.

**(c) Untimely Claim Forms**

With the written agreement of Class Counsel and Defendant'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.

**10. FEE PETITION AND INDIVIDUAL SETTLEMENT AND SERVICE AWARD**

**(a) Fee Petition**

Within the time specified by Section 2(c) above, Class Counsel shall petition the Court for an award of attorneys' fees of up to \$7,666,667.00, plus reimbursement of litigation costs and expenses of up to \$300,000.00. Defendant agrees not to object to such a request within this parameter.

Defendant shall have no responsibility for, or any liability with respect to, the payment of attorneys' fees and expenses to Class Counsel, and the sole source of any award of attorneys' fees or costs shall be the Settlement Fund, pursuant to the terms of this Agreement.

The Fee Petition is to be considered separately from the Court's consideration of the fairness, reasonableness, and good faith of this Agreement. The outcome of any proceeding related to the Fee Petition shall not terminate this Agreement or otherwise affect the Court's ruling on the Final Approval Motion.

**(b) Individual Settlement and Service Award**

The Class Representative may, subject to Court approval, receive from the Settlement Fund a one-time Individual Settlement and Service Award of an amount not to exceed Fifty Thousand Dollars (\$50,000.00) in consideration of his services in this matter. Any request for an Individual Settlement and Service Award shall be made as part of the Final Approval Motion. Defendant agrees not to object to such a request within this parameter.

The Class Representative agrees to the releases in Section 12 below, regardless of the amount of any Individual Settlement and Service Award approved by the Court.

**11. PAYMENTS TO SETTLEMENT CLASS MEMBERS**

**(a) Calculation of Payments to Settlement Class Members**

**(i) Automatic Payments to Settlement Class Members**

Each Settlement Class Member who is not an Excluded Class Member will be entitled to a payment of \$20.00, including those who have submitted a Valid Claim.

**(ii) Payments to Settlement Class Members Who Submit Valid Claims**

The amount of \$4,583,333.00 of the Settlement Fund shall be reserved for payments to Settlement Class Members who submit Valid Claims. Each Settlement Class Member who submits

a Valid Claim shall be entitled to a per capita, pro rata share of this \$4,583,333.00 fund. This is in addition to the \$20.00 automatic payment.

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 to be issued to Settlement Class Members who have submitted a Valid Claim.

**(b) 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.

**(c) 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.

**(d) 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* recipients identified in Section 4(d) above.

**(e) Tax consequences to Settlement Class Members**

Settlement Class Members shall be solely responsible for complying with any and all income tax liabilities and obligations which are or may become due or payable in connection with this Agreement and the Settlement.

The Settlement Administrator shall provide each Settlement Class Member with a notice advising him or her to seek personal tax advice regarding any tax consequences of the Settlement Fund disbursement. The notice regarding the potential tax treatment to Settlement Class Members shall be included with each disbursement to Settlement Class Members. For the avoidance of doubt, none of Defendant, Defendant's Counsel, or Class Counsel, have made, or are making in connection with the Settlement, any representations regarding possible tax consequences relating to the Settlement Fund disbursements to Settlement Class Members, and none of the Defendant, Defendant's Counsel or Class Counsel shall be held responsible for any such tax consequences.

## **12. RELEASE OF CLAIMS**

### **(a) Settlement Class Members**

Upon the Effective Date, and in exchange for the relief described in this Agreement, each Settlement Class Member and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest, assigns, and all persons acting for or on their behalf, hereby remise, release, acquit, satisfy and forever discharge all of the Released Parties from all of the Released Claims. The Class Representative and each Settlement Class Member understand and agree that this Agreement fully and finally releases and forever resolves the Released Claims, including such Released Claims that may be unknown, unanticipated and/or unsuspected.

### **(b) Class Representative**

Upon the Effective Date, and in exchange for the relief described in this Agreement, the Class Representative and his respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and all persons acting for or on her behalf, hereby remises, releases, acquits, satisfies and forever discharges the Released Parties from all claims, known or unknown, that he may have against the Released Parties, up to the Effective Date of the Settlement.

## **13. MODIFICATION BY COURT**

This Agreement, and the Settlement, shall be null and void if the Court requires changes to the Agreement that substantively and materially alter the Parties' rights or duties before approving the Settlement. Provided, however, that the Parties, in their sole discretion, can consent to modify this Agreement, in accordance with Section 15(m) below, to be consistent with any modifications requested or required by the Court.

## **14. TERMINATION OF AGREEMENT**

### **(a) Non-Approval of Agreement**

This Agreement is conditioned on final approval without material modification by the Court. In the event that the Agreement is not so approved or the Settlement does not become Final, the Parties shall return to the *status quo ante* as of December 31, 2024, as if no Agreement had been negotiated or entered into. No agreements, documents, or statements made by or entered into by any Party in connection with this Agreement or any settlement discussion or negotiation may be used by the Class Representative, any proposed Settlement Class Member, Defendant, or any other person to establish liability, any defense and/or any of the elements of class certification in any other proceeding.

### **(b) Preservation of Parties' Rights**

Should the Agreement not be finally approved by the Court, the Parties shall be deemed to have preserved all of their rights or defenses as of December 31, 2024, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class. In the event that the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have the right to withdraw from the Agreement and return to the *status quo ante* as of

December 31, 2024, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive or procedural rights of any kind that they may have as to each other or any member of the proposed Settlement Class.

## **15. MISCELLANEOUS PROVISIONS**

### **(a) Cooperation between the Parties; Further acts**

The Parties shall cooperate in good faith and shall use their best efforts to obtain the Court's approval of the Settlement. The Parties shall work together, diligently and in good faith, to obtain expeditiously a Preliminary Approval Order, Final Approval Order, and Final Judgment and dismissal.

### **(b) Admissibility of Agreement**

This Agreement shall not be offered or be admissible in evidence in any action or proceeding except: (1) the hearings necessary to obtain and implement Court approval of this Settlement; (2) any hearing to enforce the terms of this Agreement or any related order in the Litigation; or (3) to enforce the releases set forth in this Agreement.

### **(c) Entire agreement**

This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties (including the Parties' settlement term sheet) shall be deemed merged into this Agreement.

### **(d) Binding effect**

This Agreement shall apply to and be binding upon and shall inure to the benefit of the Parties hereto, the Released Parties, and Class Counsel, as well as their respective successors, heirs and assigns. The Parties acknowledge it is their intent to consummate this Agreement and 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.

### **(e) Arms' length transaction; Materiality of terms**

The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

### **(f) Captions**

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

**(g) Construction**

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

**(h) Dispute Resolution**

The Parties agree to meet and confer in good faith in regard to any dispute relating to the Settlement or to administration of the Settlement, prior to seeking relief from the Court. The Parties hereby submit to the exclusive jurisdiction of the United States District Court for the Eastern District of Pennsylvania for the purpose of any suit, action, proceeding or dispute arising out of or relating to this Agreement or the applicability of this Agreement

**(i) Invalidity**

Before declaring any provision of this Agreement invalid, illegal or unenforceable for any reason, the Court shall first attempt to construe the provision valid to the fullest extent possible consistent with applicable precedent so as to find all provisions of this Agreement valid and enforceable. After applying this rule of construction and still finding a provision invalid, the Court shall thereupon interpret the invalid provision to the fullest extent possible to otherwise enforce the invalid provision. The invalidity of any one provision shall not render this Agreement otherwise invalid and unenforceable unless the provision found to be invalid materially affects the terms of this Agreement after application of the rules of construction set forth in this paragraph

**(j) No claims arising from this Agreement**

No person shall have any claim against the Released Parties, Defendant, Defendant's Counsel, the Class Representative, or Class Counsel based on distribution of benefits made substantially in accordance with this Agreement or any Settlement-related order(s) of the Court, or based on any act or omission of the Settlement Administrator.

**(k) Governing law**

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

**(l) Continuing Jurisdiction**

The Court shall retain jurisdiction over the interpretation and implementation of this Agreement, and to enjoin any claims or threatened claims that are or would be barred by the releases set forth in this Agreement.

**(m) Waivers, modifications, and amendments to be in writing**

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement and the Settlement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the

extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**(n) Notices**

Any notice or other formal communication required or permitted to be delivered under this Agreement shall be in writing and sent by First Class United States mail and email to counsel for the Party to whom the notice is directed at the following addresses:

If to Defendant:                    Buchanan Ingersoll & Rooney PC  
Two Liberty Place  
50 S. 16th Street, Suite 3200  
Philadelphia, PA 19102  
gerald.burns@bipc.com  
Attention: Gerald E. Burns

If to Plaintiff:                    Francis Mailman Soumilas, P.C.  
1600 Market Street, Suite 2510  
Philadelphia, PA 19103  
jfrancis@consumerlawfirm.com  
Attention: James A. Francis

**(o) Authorization of counsel**

Class Counsel, on behalf of the Settlement Class are expressly authorized by the Class Representative and the Settlement Class Members to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Settlement Class that they deem necessary or appropriate.

Each attorney or other person executing the Agreement on behalf of any Party hereto hereby warrants that such attorney or other person has the full authority to do so.

**(p) Counterparts**

The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

**(q) Signatures**

Any signature made and transmitted by facsimile, email, PDF or other electronic methods for the purpose of executing this Agreement shall be deemed an original signature for purposes of

this Agreement and shall be binding upon the Party whose counsel transmits the signature page by such electronic means.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Settlement Agreement and Release to be executed as of the date written below.

Dated: January 31, 2025

Duane E. Norman

Duane Norman (Jan 31, 2025 18:44 EST)

Duane E. Norman, Sr.

Dated: \_\_\_\_\_, 2025

**Trans Union, LLC**

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

Its: \_\_\_\_\_

**AGREED AS TO FORM BY:**

**FLITTER MILZ, P.C.**

Dated: January 31, 2025

By: Cary L. Flitter  
Cary L. Flitter (Jan 31, 2025 18:17 EST)

Cary L. Flitter

*Attorneys for Plaintiff and  
Settlement Class Members*

**AGREED AS TO FORM BY:**

**BUCHANAN INGERSOLL & ROONEY PC**

Dated: \_\_\_\_\_, 2025

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

Samantha L. Southall  
*Attorney for Defendant*

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have caused this Settlement Agreement and Release to be executed as of the date written below.

Dated: January 31, 2025

\_\_\_\_\_  
Duane E. Norman, Sr.

Dated: January 31, 2025

**Trans Union, LLC**

By: *Anne Reader*

Its: Senior Director, Assistant General Counsel – Litigation

**AGREED AS TO FORM BY:**

**FLITTER MILZ, P.C.**

Dated: January 31, 2025

By: \_\_\_\_\_  
Cary L. Flitter

*Attorneys for Plaintiff and  
Settlement Class Members*

**AGREED AS TO FORM BY:**

**BUCHANAN INGERSOLL & ROONEY PC**

Dated: January 31, 2025

By: *Samantha L Southall*  
Samantha L. Southall  
*Attorney for Defendant*

# **EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DUANE E. NORMAN, SR.,  
on behalf of himself and all others similarly situated,

*Plaintiff,*

v.

TRANS UNION, LLC,

*Defendant.*

No. 2:18-cv-05225-GAM

**FINAL APPROVAL ORDER**

This matter, having come before the Court on Plaintiff's Motion for Final Approval of the proposed class action settlement with Defendant Trans Union, LLC ("Trans Union" or "Defendant"); the Court having considered all papers filed and arguments made with respect to the settlement, and having certified, by Order on August 14, 2020 (ECF 47-48), a class, and the Court, being fully advised finds that:

1. On \_\_\_\_\_, the Court held a Final Approval Hearing, at which time the parties were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received \_\_\_\_\_ objections regarding the settlement.

2. Notice to the Settlement Class required by Federal Rule of Civil Procedure 23(e) has been provided in accordance with the Court's Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances, including the dissemination of individual notice to all members who can be identified through reasonable effort; and satisfies Rule 23(e) and due process.

3. Defendant has timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715.

4. The terms of the Settlement Agreement are incorporated fully into this Order by reference. The Court finds that the terms of Settlement Agreement are fair, reasonable, and adequate in light of the complexity, expense and duration of litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

5. The Court has considered the factors enumerated in Rule 23(e)(2) and finds they counsel in favor of final approval.

6. The Court finds that the relief provided under the settlement constitutes fair value given in exchange for the release of claims.

7. The parties and each Settlement Class Member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

8. The Court finds that it is in the best interests of the parties and the Settlement Class and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Party which, in any way, relates to the applicability or scope of the Settlement Agreement or the Final Judgment and Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

9. This action is a class action against Trans Union, on behalf of a class of consumers that has been defined as follows:

All consumers with an address in the United States and its territories to whom Trans Union sent its “502 Letter” in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

10. The Settlement Agreement submitted by the parties for the Settlement Class is finally approved pursuant to Federal Rule of Civil Procedure 23(e) as fair, reasonable, and

adequate and in the best interests of the Class. The Settlement Agreement, including the monetary relief set forth therein, shall be deemed incorporated herein and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

11. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

12. As agreed by the parties in the Settlement Agreement, upon the Effective Date, each Class Member is enjoined and permanently barred from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts any claims released by Settlement Class Members under the Settlement Agreement.

13. Upon consideration of Class Counsel's application for fees and costs and other expenses, the Court awards \$7,666,667.00 as reasonable attorneys' fees and \$300,000.00 as reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Settlement Fund.

14. The following are approved as *cy pres* recipients: \_\_\_\_\_ and \_\_\_\_\_.

15. Upon consideration of the application for an individual settlement and service award, the Named Plaintiff, Duane E. Norman, Sr., is awarded the sum of fifty thousand dollars (\$50,000.00), to be paid from the Settlement Fund, for the service he has performed for and on behalf of the Settlement Class.

16. The Court overrules any objections to the settlement. After carefully considering each objection, the Court concludes that none of the objections create questions as to whether the settlement is fair, reasonable, and adequate.

17. Neither this Final Judgment and Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the claims released by the Settlement Class. This Final Judgment and Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The final approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or the Defendant.

18. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Settlement Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

19. This action is hereby dismissed on the merits, in its entirety, with prejudice and without costs.

20. The Court finds, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for delay, and directs the Clerk to enter final judgment.

21. The persons listed on **Exhibit 1** hereto have validly excluded themselves from the Settlement Class in accordance with the provisions of the Settlement Agreement and Preliminary Approval Order and are thus excluded from the terms of this Order. Further, because the settlement is being reached as a compromise to resolve this litigation, including before a final determination of the merits of any issue in this case, none of the individuals reflected on Exhibit 1 may invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in connection with any further litigation against Trans Union in connection with the claims settled by the Class.

BY THE COURT:

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HONORABLE GERALD A. MCHUGH  
UNITED STATES DISTRICT JUDGE

Dated: \_\_\_\_\_

# **EXHIBIT B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DUANE E. NORMAN, SR.,  
on behalf of himself and all others similarly situated,

*Plaintiff,*

v.

TRANS UNION, LLC,

*Defendant.*

No. 2:18-cv-05225-GAM

**ORDER PRELIMINARILY APPROVING SETTLEMENT  
AND DIRECTING NOTICE TO CLASS**

The Court, having reviewed the Settlement Agreement, hereby Orders that:

1. The Court has considered the proposed settlement of the claim asserted under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”) by a Settlement Class of consumers defined as follows:

All consumers with an address in the United States and its territories to whom TransUnion sent its “502 Letter” in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

2. The Settlement Agreement entered between the parties as of [REDACTED], 2025 appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. The terms of the Settlement Agreement are incorporated fully herein into this Order by reference.

3. Accordingly, for settlement purposes only, the proposed settlement is preliminarily approved, pending a Final Approval Hearing, as provided for herein. The class definition is hereby amended to reflect a Class Period of December 5, 2016 to January 31, 2025.

4. The Parties agree that the Settlement Class includes approximately 485,000 consumers.

5. The Court has previously appointed Duane E. Norman, Sr. as the class representative.

6. The Court has also previously appointed the firms Francis Mailman Soumilas, P.C. and Flitter Milz, P.C. as counsel for the Class (“Class Counsel”).

7. The Court appoints American Legal Claims Services, LLC as the Settlement Administrator.

8. The Court will hold a Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e) on [REDACTED], 2025, at the United States District Court, Eastern District of Pennsylvania, at U.S. Courthouse, 601 Market Street, Philadelphia, PA, at [REDACTED].m. for the following purposes:

(a) To determine whether the proposed settlement is fair, reasonable, and adequate and should be granted final approval by the Court;

(b) To determine whether a final judgment should be entered dismissing the claims of the Settlement Class with prejudice, as required by the Settlement Agreement; and

(c) To consider the application of Class Counsel for an award of attorney’s fees, costs, and expenses, and for a service award to the class representative.

9. As is provided in Section 5(c) of the Settlement Agreement, Defendant will provide an updated class list to the Settlement Administrator within thirty (30) days of the date of this Order.

10. The Settlement Administrator shall send the agreed upon Notices to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

11. The Court also approves the parties’ Notices, which are attached to the Settlement Agreement as Exhibit C and Exhibit D. To the extent the parties or Settlement Administrator

determine that ministerial changes to the Notice are necessary before disseminating it to the Class Members, they may make such changes without further application to the Court.

12. The Court approves the parties' Notice plan, as set forth in Section 5(e)-(f) of the Settlement Agreement. The Court finds this manner of giving notice fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process.

13. If a Settlement Class Member chooses to request exclusion from the class, such Settlement Class Member is required to submit a request for exclusion to the Settlement Administrator, post-marked on or before the Exclusion Deadline, specified in the Settlement Notice. The request for exclusion must include the items identified in the Settlement Agreement pertaining to requests for exclusion. A Settlement Class Member who submits a valid request for exclusion using the procedure identified, and does not otherwise submit a Claim Form, shall be excluded from the Settlement Class for all purposes. No later than seven (7) days after the Objection Deadline, the Settlement Administrator shall prepare a declaration listing all the valid Exclusion Requests received and shall provide the declaration and list to Class Counsel and Defendant's counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

14. A Settlement Class Member who does not file a timely and valid request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action.

15. (a) Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a written notice of objection to be filed with the Court by the Objection Deadline specified in the Settlement Notice, stating that they intend to appear at the Hearing. The notice of objection shall be sent by First

Class United States Mail to the Settlement Administrator, and sent to the Clerk of the Court either by First Class United States Mail or filed with the Court via CM/ECF.

(b) The objection must be personally signed and state: the caption of the Litigation; the full name, address, email address, and telephone number of the Settlement Class Member objecting to the Settlement; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Settlement Class Member wishes to be considered in support of the objection; the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Petition; any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; the identity of all counsel representing the objector who will appear at the Final Approval Hearing; all relief sought; and identification of the number of times the Settlement Class Member has objected to a class action settlement in the past five (5) years, including the caption of each case in such objection was made.

(c) Any Class Member who fails to timely file and serve a written objection pursuant to the terms of this paragraph shall not be permitted to object to the approval of the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

16. All briefs, memoranda, petitions, and affidavits to be filed in support of an individual service award to the Class Representative and/or in support in support of Class Counsel’s application for fees, costs and expenses, shall be filed not later than fourteen (14) days prior to the Objection Deadline. All other briefs, memoranda, petitions and affidavits that Class

Counsel intends to file in support of final approval shall be filed not later than fourteen (14) days before the Final Approval Hearing.

17. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the claim released under this Settlement Agreement. This Preliminary Approval Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Class Members, or the Defendant.

18. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

19. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

---

HONORABLE GERALD L. MCHUGH  
UNITED STATES DISTRICT JUDGE

Dated: \_\_\_\_\_

# **EXHIBIT C**

EMAIL NOTICE

**LEGAL NOTICE OF CLASS ACTION SETTLEMENT**

**You are receiving this notice because you are a member of a class action lawsuit and you have a legal claim described in this Notice. You are entitled to benefits from a proposed class action settlement.**

**This is a court-authorized notice describing the settlement and your rights. This is not a solicitation from an attorney, and you are not being sued.**

**PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.**

A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”) violations against Trans Union, LLC (“Trans Union”) based on the claim that Trans Union did not conduct a reasonable investigation of disputes of hard inquiries in credit files, or in the alternative, did not remove the disputed hard inquiries from credit files. Specifically, Plaintiff Duane Norman, Sr. asserts that after he submitted a dispute to TransUnion that his credit report was obtained without a permissible purpose, TransUnion did not contact the company that requested the credit report, nor did it remove the hard inquiry he disputed. Instead, Trans Union mailed to Mr. Norman and the other class members, including you, a “502 Letter.”

Plaintiff’s legal claim is that TransUnion violated a federal law called the FCRA. Plaintiff alleges that Trans Union acted in the same way with respect to other individuals, called the “Class.” The lawsuit is known as *Norman v. Trans Union, LLC*, Civil Action No. 2:18-cv-05225-GAM (E.D. Pa.). On August 14, 2020, the Court decided that the case will go forward as a class action. More information about the claims in the case and why the Court allowed the lawsuit to proceed as a class action is available at [www.transuniondisputeaction.com](http://www.transuniondisputeaction.com).

TransUnion has denied and continues to deny Plaintiff and the Class’s allegations or that it has violated the FCRA or engaged in any wrongful acts. Nevertheless, the parties have agreed to resolve the claims of a group of consumers defined as:

All consumers with an address in the United States and its territories to whom Trans Union sent its “502 Letter” in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

**According to Trans Union’s records, you are a member of this group.** You may have previously received a notice regarding this case in March 2021.

To resolve the lawsuit, Trans Union has agreed to make changes to its practices for handling disputes of and/or challenges to hard inquiries and to pay \$23 million for the creation of a Settlement Fund that will be used for class member payments, administrative costs, attorneys’ fees, litigation expenses, and a service award to Plaintiff. A summary of the terms of the settlement and your rights and options is below – please read it carefully and note the deadlines to take action.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A CHECK</b>	If you do not exclude yourself from the Settlement, you will receive a settlement payment automatically. The amount of the payment is expected to be approximately \$20-30, depending on the number of claims submitted.

	<p>If the Court approves the Settlement and it becomes final and effective, a check will be mailed to the address maintained by TransUnion for you, and you will give up your right to bring your own lawsuit against TransUnion about claims related to the inquiry you disputed and/or challenged with TransUnion.</p> <p>You may update and/or confirm your address with the Settlement Administrator [link].</p>
<b>MAKE A CLAIM TO RECEIVE A HIGHER PAYMENT</b>	<p>If you experienced certain harms as a result of Trans Union's alleged violation of the law, you can make a claim for a higher payment on the Settlement Website [link]. The higher payment will be calculated based on how many valid claims are received and is expected to be up to \$160.00. <b>You must submit a claim by [DATE].</b></p>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<p>You may exclude yourself from the Settlement if you wish. In doing so, you will receive no benefits from the lawsuit. This is the only option that will retain your right to bring your own lawsuit against Trans Union about the claims described below. You must request exclusion by [DATE] For more information about how to exclude yourself, see [link to settlement website]</p>
<b>OBJECT</b>	<p>You may object to any of the terms of the settlement agreement, including the proposed award of attorneys' fees and expenses of up to \$7,966,667.00, and/or the separate service award to the Plaintiff of \$50,000.00. For more information on these awards, including Class Counsel's request for fees which will be available on [date], at [link to settlement website]</p> <p>Your deadline to object is [INSERT DATE]. You must do so by writing to the Settlement Administrator, and to the Court. For more information about how to submit an objection and what you must include, see [link to settlement website]</p>
<b>GO TO A HEARING</b>	<p>You may speak at the final approval hearing, set for [DATE] if you submit an objection by [DATE] and mail in a letter saying that you would like to appear and be heard at the hearing.</p>

If you have questions, please visit the Settlement website at [www.transuniondisputeclaimaction.com](http://www.transuniondisputeclaimaction.com). You may also write with questions to American Legal Claims Services, LLC. Please do not contact Trans Union or the Court for information.

# **EXHIBIT D**

**MAIL NOTICE**

Norman v Trans Union, LLC  
Settlement Administrator  
[Address TBD]

**Important Notice About  
Class Action Settlement**

[Settlement Class Member Address Block and identifier  
code?]

You are receiving this Notice because you are entitled to benefits from a proposed class action settlement.

This Notice explains what the class action is about, what the settlement will be, and how your rights may be affected. More information about the settlement and the settlement agreement are available at [www.transuniondisputeclassaction.com](http://www.transuniondisputeclassaction.com).

*A federal court authorized this Notice.  
This is not a solicitation from a lawyer.*

POSTAGE

**What is the Settlement about?** A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”) violations against Trans Union, LLC (“Trans Union”) based on the claim that TransUnion failed to conduct reasonable investigations when consumers disputed certain notations called “hard inquiries,” or alternatively delete the disputed inquiries, and instead sent consumers a “502 Letter.” More information about the claims in the case and why it is a class action can be found at [www.transuniondisputeclassaction.com](http://www.transuniondisputeclassaction.com) ].

**Why am I being contacted?** According to Trans Union’s records, you fall within the Settlement Class, defined as “All consumers with an address in the United States and its territories to whom Trans Union sent its ‘502 Letter’ in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.”

**What are the Settlement terms?** Trans Union has agreed to pay twenty three million dollars (\$23,000,000.00) to establish a Settlement Fund. This will include payments to all Settlement Class Members, with higher payments to Settlement Class Members who submit a Claim Form attesting to damages. The higher payment will be calculated based on how many valid claims are received and is expected to be up to \$160.00. The Settlement Fund will also cover the costs of administering the settlement, a \$50,000.00 individual settlement and service award to Class Representative Duane Norman, and up to \$7,966,667.00 in attorneys’ fees and litigation expenses.

**How do I get my Settlement payout?** You do not need to do anything to receive a payment. Once the Court approves the Settlement, you will automatically receive a check. To confirm your mailing address for delivery of your check, please visit [[website](#)]. If you wish to make a claim to get a higher payment, please visit the website and use the unique code printed on the front of this postcard to access the online claim form. You must submit a claim by [[DATE](#)] to get the higher payment.

**You can exclude yourself or object to the Settlement.** If you do not want to be bound by the Settlement, you may exclude yourself by [[DATE](#)], 2025. If you do not exclude yourself, you will release your claims against TransUnion. You also have the option to object to the Settlement by [[DATE](#)], 2025. The Settlement website explains how to exclude yourself or object.

**Final Approval Hearing** The Court will hold a hearing on [[DATE](#)], 2025 to consider whether to approve the Settlement. Details about the hearing are in the Long Form Notice. You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

**Questions?** If you have questions, please visit the Settlement website at [www.transuniondisputeclassaction.com](http://www.transuniondisputeclassaction.com). You may also write with questions to American Legal Claims Services, LLC. **Please do not contact Trans Union or the Court for information.**



# **EXHIBIT E**

**LEGAL NOTICE OF CLASS ACTION SETTLEMENT**

A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”) violations against Trans Union, LLC (“Trans Union”) based on the claim that Trans Union did not conduct a reasonable investigation of disputes of hard inquiries in credit files, or in the alternative, did not remove the disputed hard inquiries from credit files. Specifically, Plaintiff Duane Norman, Sr. asserts that, after disputed TransUnion that his credit report was obtained by a company without a permissible purpose, Trans Union did not contact that company nor did it remove the hard inquiry he disputed. Instead, Trans Union mailed to Mr. Norman and the other class members, including you, a “502 Letter.”

Plaintiff’s legal claim is that Trans Union violated a federal law called the FCRA. Plaintiff alleges that Trans Union acted in the same way with respect to other individuals, called the “Class.” The lawsuit is known as *Norman v. Trans Union, LLC*, Civil Action No. 2:18-cv-05225-GAM (E.D. Pa.). On August 14, 2020, the Court decided that the case will go forward as a class action.

Trans Union has denied and continues to deny Plaintiff and the Class’s allegations or that it that it has violated the FCRA or engaged in any wrongful acts. Nevertheless, Plaintiff and Trans Union have agreed to resolve the claims of a group of consumers defined as:

All consumers with an address in the United States and its territories to whom Trans Union sent its “502 Letter” in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

Some Settlement Class Members received a notice regarding this case in March, 2021, after the Court ordered that the case will proceed as a class action.

To resolve the lawsuit, Trans Union has agreed to make changes to its practices for handling disputes and/or challenges of hard inquiries and to pay \$23 million for the creation of a Settlement Fund that will be used for class member payments, administrative costs, attorneys’ fees, litigation expenses, and a service award to Plaintiff. A summary of the terms of the settlement is below – please read it carefully and note the deadlines to take action. There is more detailed information about the case and settlement following the summary.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A CHECK</b>	<p>If you do not exclude yourself from the Settlement, you will receive a settlement payment automatically. The amount of the payment is expected to be approximately \$20-30, depending on the number of claims submitted.</p> <p>If the Court approves the Settlement and it becomes final and effective, a check will be mailed to the address maintained by Trans Union for you, and you will give up your right to bring your own lawsuit against Trans Union about claims related to the inquiry you disputed with Trans Union.</p> <p>You may update and/or confirm your address with the Settlement Administrator <a href="#">[link]</a>.</p>
<b>MAKE A CLAIM TO RECEIVE A HIGHER PAYMENT</b>	<p>If you experienced certain harms as a result of Trans Union’s alleged violation of the law, you can make a claim for a higher payment <a href="#">[link]</a> . The higher payment will be calculated based on how many valid claims are received and is expected to be up to \$160.00. <b>You must submit a claim by <span style="background-color: yellow;">[DATE]</span>.</b></p>

<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You may exclude yourself from the Settlement if you wish. In doing so, you will receive no benefits from the lawsuit. This is the only option that will retain your right to bring your own lawsuit against Trans Union about the claims described below. You must request exclusion by [DATE] For more information about how to exclude yourself, see [link]
<b>OBJECT</b>	You may object to any of the terms of the settlement agreement, including the proposed award of attorneys' fees and expenses of up to \$7,966,667.00, and/or the separate service award to the Plaintiff of \$50,000.00. For more information on these awards, including Class Counsel's request for fees which will be available on [date], = at [link to settlement website]  Your deadline to object is [INSERT DATE]. You must do so by writing to the Settlement Administrator, and to the Court. For more information about how to submit an objection and what you must include, see [link to settlement website]
<b>GO TO A HEARING</b>	You may speak at the final approval hearing, set for [DATE] if you submit an objection by [DATE] and mail in a letter saying that you would like to appear and be heard at the hearing.

### ADDITIONAL CASE DETAILS

The Court has not decided which side is right. Trans Union has denied and continues to deny Plaintiff and the Class's allegations or that it that it has violated the FCRA or engaged in any wrongful acts. The Court has preliminarily approved the proposed settlement agreement (available at [link to Agreement]) to which the parties have agreed (the "Settlement"). A hearing is scheduled for [DATE] to decide whether to approve the Settlement and whether to approve Class Counsel's request for attorneys' fees and expenses. If you received a written or email notice about the settlement, it is because you are a member of the following Settlement Class according to Trans Union's records:

All consumers with an address in the United States and its territories to whom Trans Union sent its "502 Letter" in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

**Read this notice carefully.** This notice advises you of the benefits that may be available to Settlement Class Members under the proposed Settlement and their rights and options. You may also review the full Settlement Agreement and the papers filed in support of approval of the Settlement at [link.]. These rights and options—**and the deadlines to exercise them**—are explained in this notice. The Court still has to decide whether or not to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to members of the Settlement Class.

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## **BASIC INFORMATION**

### **1. Why is there a notice?**

A court ordered that this notice be provided because you have a right to know about the proposed Settlement of this class action lawsuit and its effect on you. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Gerald A. McHugh, of the United States District Court for the Eastern District of Pennsylvania, is overseeing this case, *Norman v. Trans Union, LLC*, Civil Action No. 2:18-cv-05225-GAM (E.D. Pa.). The person who sued—Duane Norman, Sr.—is the Plaintiff. Trans Union, LLC (“Trans Union”) is the Defendant.

### **2. What is this case about?**

Plaintiff Duane Norman, Sr. has alleged that after he submitted a dispute to Trans Union that his credit report was obtained without a permissible purpose, Trans Union did not contact the company that requested the credit report, nor did it remove the notation (called a “hard inquiry”) that he disputed. Instead, Trans Union mailed to Mr. Norman and the other class members, including you, a “502 Letter” that stated in part:

“The inquiries listed on your credit report are a record of the companies that obtained your credit information. The identity of each company by trade name and contact information is provided. All inquiries remain on your credit report for two years. Credit information may be requested only for the following permissible purposes: credit transactions, employment consideration, review or collection of an existing account or other legitimate business need, insurance underwriting, government licensing, rental dwelling, or pursuant to a court order. Your written authorization may not be required to constitute permissible purpose. If you believe that an inquiry on your credit report was made without a permissible purpose, then you may wish to contact the creditor directly, by phone or in writing, regarding its purpose.”

Plaintiff asserts that Trans Union’s actions violated sections 1681i(a)(i) and 1681i(a)(ii) of the FCRA.

You can review the complaint and other documents filed in this lawsuit at [\[link\]](#).

### **3. Why is this a class action?**

In a class action lawsuit, one or more people called the “Class Representative,” in this case Duane E. Norman, Sr., sue on behalf of other people who have similar claims. All of the people together are called a “Class” or “Class Members.” The consumer reporting agency he sued, Trans Union, is called the Defendant. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class. The Court decided that this lawsuit can proceed as a class action and move towards a trial.

More information about why the Court is allowing this lawsuit to proceed as a class action is found in the Court’s Opinion and Order certifying the Class, which is available at [\[link\]](#).

### **4. Why is there a Settlement?**

The Court has not decided whether Trans Union has violated the law, nor how much money, if any, should be awarded to the class. Instead, the two sides have agreed to a Settlement.

Trans Union has denied and continues to deny Plaintiff and the Class's allegations or that it that it has violated the FCRA or engaged in any wrongful acts. Nevertheless, Trans Union agreed to settle the Litigation solely for the purpose of avoiding the further expense, inconvenience and distraction of burdensome and protracted litigation and to obtain the release, order and judgment contemplated by the Settlement.

## **WHO IS PART OF THE SETTLEMENT?**

### **5. Who are the Settlement Class Members?**

If you received notice of the Settlement from a postcard or email addressed to you, then according to Trans Union's records, you are a member of the Settlement Class: All consumers with an address in the United States and its territories to whom Trans Union sent its "502 Letter" in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

There are approximately 485,000 members of the Settlement Class.

## **THE SETTLEMENT BENEFITS**

### **6. What does the Settlement provide?**

#### **Practice Changes**

As a result of the Settlement, Trans Union has agreed to implement changes to its practices for handling consumer disputes and/or challenges of hard inquiries, including monitoring the volume of consumer hard inquiry disputes and/or challenges for patterns, and triggering further action by Trans Union when it receives an excessive volume of such disputes and/or challenges related to a particular end user (or "subscriber"). Further action may include requiring the subscriber to recredential, or terminating the subscriber's contract with Trans Union.

#### **Settlement Fund**

Trans Union has agreed to establish a Settlement Fund of twenty-three million dollars (\$23,000,000.00), which will be used to make payments to all Settlement Class Members, including higher payments to Settlement Class Members who submit a Claim Form attesting to damages. The Settlement Fund will also cover the costs of administering the settlement, a \$50,000.00 service award to Plaintiff Duane Norman, and up to \$7,666,667.00 in attorneys' fees and up to \$300,000.00 in litigation expenses.

### **7. How much will my payment be?**

The amount of payments to Settlement Class Members will depend on how many Settlement Class Members make a claim for a higher payment. All Settlement Class Members will receive a minimum payment of \$20.00-\$30.00, without the need to make a claim.

### **8. When will I receive my payment?**

If the Court approves the Settlement and it becomes final, then payments will automatically be sent by mail to the address maintained by Trans Union for each Settlement Class Member. Settlement Class Members can update their mailing address at [\[link\]](#). Settlement Class Members may also set up an electronic payment method through the website if preferred; otherwise, payment will be mailed via USPS as a paper check.

Payments will be sent only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* “The Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient, and check this website for updates.

## **9. What am I giving up if I participate in the Settlement?**

If the Settlement receives Final Approval from the Court, every Settlement Class Member agrees to release Trans Union and each of its members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of Trans Union’s assets, stock, units or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents (including, without limitation, holding companies), subsidiaries and affiliates of any of the above; and the past, present and future principals, trustees, partners, insurers, officers, directors, employees, advisors, attorneys, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above (collectively, “Released Parties”), from any and all claims asserted in the Complaint under FCRA at 15 U.S.C. §§ 1681i(a)(1) and (2) relating to the dispute of an inquiry. Class members’ right to seek relief under the FCRA for other claims or not involving an inquiry will be preserved.

Section 12 of the Settlement Agreement [\[link\]](#) describes the legal claims that you give up if you remain in the Settlement.

## **10. How do I exclude myself from the Settlement?**

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don’t want benefits from the Settlement, and you want to keep the right to sue Trans Union on your own about the claims in this case, then you must take steps to opt out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

To exclude yourself from the Settlement, you must submit a statement to the Settlement Administrator with the following information:

- Your full name, address, e-mail address, and telephone number;
- A statement that you want to be excluded from the Settlement in this Action;
- The unique identifier included on the Notice you received via email or US Mail.

You must submit your exclusion request no later than [\[DATE\]](#), 2025 to [\[Settlement Administrator email address and mailing address\]](#).

## **11. If I do not exclude myself, can I sue Trans Union for the same thing later?**

No. If you do not exclude yourself, you will give up the right to sue Trans Union for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class if you want to pursue your own lawsuit.

**12. If I exclude myself, will I receive a payment from the Settlement?**

No. You will not receive a payment if you exclude yourself from the Settlement.

**THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS**

**13. Do I have a lawyer in the case?**

The Court has appointed counsel to represent you and others in the Settlement Class as “Class Counsel”:

James A. Francis  
John Soumilas  
Lauren KW Brennan  
Jordan Sartell  
FRANCIS MAILMAN SOUMILAS, P.C.  
1600 Market Street, Suite 2510  
Philadelphia, PA 19103

Cary L. Flitter  
Andrew M. Milz  
Jody T. López-Jacobs  
FLITTER MILZ PC  
450 N. Narberth Avenue, Suite 101  
Narberth, PA 19072

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these attorneys. If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will the lawyers be paid? What will the named plaintiff receive?**

The attorneys representing the Class have handled this case on a contingency basis. To date, they have not been paid anything for their work since the case began in 2018. Class Counsel will request that the Court award attorneys’ fees and expenses for the time and effort they have spent on this case.

The amount that will be requested by Class Counsel will be \$7,966,667.00 in attorneys’ fees, up to \$300,000.00 in litigation expenses, and up to \$50,000.00 for a service award to Duane Norman Sr. The fee petition will be available at [link] on [date].

Any approved amount of attorneys’ fees and expenses or service award will be paid from the settlement fund, and no Class Member will owe or pay anything directly for the attorneys’ fees and expenses of Class Counsel.

## **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

### **15. How do I tell the Court if I do not like the Settlement?**

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, and/or Class Counsel’s request for attorneys’ fees and expenses. To object, you must either submit your objection on the case docket using the CM/ECF electronic filing system, or submit a letter to the Court at the following address:

Clerk of Court  
U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
James A. Byrne U.S. Courthouse  
601 Market Street  
Philadelphia, PA 19106

You must also send a copy of your objection to the Settlement Administrator at:

[Address]

Your objection must be submitted on or before [DATE], 2025 and must include:

- The name of this Action *Norman v. Trans Union, LLC*, Case No. 2:18-CV-05225
- Your full name, address, email address and telephone number;
- a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard,
- any documents you wish to be considered in support of the objection;
- the identity any lawyer representing you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement;
- any and all agreements that relate to the objection or the process of objecting—whether written or oral—between you or your counsel and any other person or entity;
- the identity of all counsel representing you who will appear at the Final Approval Hearing;
- All relief sought;
- The number of times you have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection;
- Whether you intend to appear and/or testify, or counsel representing you intends to appear, at the hearing that the Court has scheduled to determine whether to grant final approval of the Settlement and Class Counsel’s request for attorneys’ fees (the “Final Approval Hearing”); and,
- Your signature.

## **THE FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to approve Class Counsel's request for attorneys' fees and expenses. You may attend and you may ask to speak, but you don't have to do so.

### **16. When and where will the Court decide whether to approve the Settlement?**

The Court has scheduled a Final Approval Hearing on **[DATE]**, 2025 at **[TIME]** at the James A. Byrne U.S. Courthouse 601 Market Street Philadelphia, PA 19106. The hearing may be virtual or moved to a different date or time without additional notice, so it is a good idea to check **[website]** for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any requests by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement, the request for attorneys' fees and expenses. We do not know how long these decisions will take.

### **17. Do I have to attend the hearing?**

No. Class Counsel will answer any questions the Court may have. But you may attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submit your written objection on time and it complies with the requirements set forth in Question 15 above and in Section 8 of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### **18. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection that complies with the requirements set forth in Question 15 above and send a letter saying that you intend to appear and wish to be heard. Your notice of intention to appear must include the following:

- Your full name, address, and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for Settlement in *Norman v. Trans Union, LLC*, Case No. 2:18-CV-05225);
- The reasons you wish to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

You must submit your Notice of Intention to Appear so that it is received no later than **[DATE]**, 2025, to the addresses in Question 15 above.

## **IF YOU DO NOTHING**

### **19. What happens if I do nothing at all?**

If you do nothing, you will receive the benefits to which you are entitled under this Settlement, which includes a payment of at least \$20.00 as well as Trans Union's agreement to make the

changes to its business practices as explained in Section 6.

### **GETTING MORE INFORMATION**

#### **20. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain the complete Settlement Agreement at [website]. You also may write with questions to the Settlement Administrator at [Settlement Administrator], or call the toll-free number, [number]. **Please do not contact Trans Union or the Court for information.**

## EXHIBIT F

First Name M.I. Last Name  
Street Address 1  
Street Address 2  
City, ST Zip Code

### CLAIM FORM

Complete this form to claim a higher payment as described in the settlement notice.

I HEREBY CERTIFY AS FOLLOWS:

1. I AM THE PERSON IDENTIFIED ABOVE.
2. THE ADDRESS INFORMATION SET FORTH ABOVE IS CORRECT, OR MY CURRENT ADDRESS IS: \_\_\_\_\_.
3. MY TELEPHONE NUMBER IS \_\_\_\_\_ AND MY E-MAIL ADDRESS IS \_\_\_\_\_.
4. TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, I EXPERIENCED THE FOLLOWING [CHECK ALL THAT APPLY]:

- My Trans Union credit score decreased as a result of an inquiry on my credit report that I disputed.
- Trans Union sent a credit report to a third party showing an inquiry that I disputed.
- I was denied credit, and one reason for the denial was the existence on my credit report of an inquiry that I disputed.

I CERTIFY SUBJECT TO THE PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**NOTE: FOR THIS CLAIM FORM TO BE VALID AND TO RECEIVE A HIGHER PAYMENT, YOU MUST COMPLETE ALL PARTS, CHECK AT LEAST ONE BOX IN SECTION 4, AND SIGN UNDER OATH. IF YOU SUBMIT THE FORM WITHOUT THAT INFORMATION, YOU WILL NOT RECEIVE A HIGHER PAYMENT FROM THE SETTLEMENT FUND. You will still be eligible to receive a lower automatic payment.**

## **EXHIBIT F**

**THIS CLAIM FORM MUST BE RETURNED TO THE FOLLOWING ADDRESS NO LATER THAN [REDACTED], 2025]: [Settlement Administrator address]**

# **Exhibit 2**

IN UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DUANE E. NORMAN, SR.,	)	
on behalf of himself and all others similarly	)	
situated,	)	
	)	
Plaintiffs,	)	Case No. 2:18-cv-05225-GAM
	)	
-v-	)	
	)	
TRANS UNION, LLC,	)	
	)	
Defendants.	)	

---

**DECLARATION OF AMERICAN LEGAL CLAIM SERVICES, LLC**  
**DUE DILIGENCE IN NOTICE DISSEMINATION**

I, Jeffrey Pirrung, declare as follows:

1. I am a competent adult, over the age of eighteen, and this declaration is based on my personal knowledge.
2. I am a founding partner and Managing Director of American Legal Claim Services, LLC (“ALCS”). ALCS was appointed by the Court to serve as the Settlement Administrator in the above-captioned matter and administer the terms of the Settlement Agreement. I was principally responsible for overseeing the dissemination of notice to the Class (the “Class Notice”) and processing Claim Forms, requests for exclusion and objections.

**Data Preparation & Analysis**

3. During the process of providing the Notification of Pending Class Action Suit, Counsel for Plaintiffs provided ALCS with a spreadsheet identifying the members the settlement class (the “Class List”). The Class List contained names and mailing addresses associated with 216,542 individuals (the “Class Members”). ALCS analyzed and removed 964 duplicate records based on name and address combination. After ALCS removed the duplicates from the mailing list, the final class list contained 215,578 class members. Of this population, 66 individuals requested exclusion from the Class which left 215,512 Class Members from this original population.
4. In February of 2025, Counsel for the Defendant provided two lists that after analysis and de-duplication contained 233,609 names and addresses. In total there are 449,121 Class Members to whom Class Notice was sent either via email or US Mail.
5. ALCS utilized a commercially available data provider to perform reverse lookup function to locate email addresses associated with these names and addresses. ALCS obtained email addresses that were verified as being active email addresses used by the individual. After receiving the email

addresses, ALCS ran the email addresses through a process that both validated the email addresses and eliminated those emails that were deemed to be invalid. Through these efforts, ALCS successfully sent Class Notice to 269,176 Class Members via email.

### **Email Noticing Campaign**

6. Per the Notice Plan, ALCS was to provide Court approved Class Notice through direct means via email to Class Members for whom ALCS had a valid email address. Further this notification was to happen two times. As such, ALCS caused the first email send to be completed by March 26, 2025, and the second send was completed by April 9, 2025. Through these efforts, ALCS successfully sent Class Notice to 269,176 Class Members via email. Examples of the emailed Class Notices are attached as **Exhibits A & B**.

### **USPS Campaign**

7. If a Class Member's email was not available, a Class Member's email was not valid, or the Class Notice email was not delivered to the Class Member, the Class Notice was provided to Class Members via the USPS first class mail. In total, 179,945 Class Notices were mailed to Class Members on or before April 25, 2025. An example of the mailed Class Notice is attached as **Exhibit C**.
8. Throughout the noticing process, ALCS utilized several means of ensuring the most accurate addresses for Class Members for whom ALCS was unable to deliver the Class Notice via email. These methods included National Change of Address through the USPS, skip-tracing, and manual updates from Class Members and Class Counsel.
9. ALCS processed all Class Notice mail returned by the USPS. Any Class Notice returned to ALCS as undelivered and that contained a forwarding address was re-mailed to the forwarding address affixed thereto. If the returned mail did not contain forwarding information from the USPS, ALCS utilized a commercially available address locator service to search for a current address for the Class Member and promptly re-mailed Class Notices. If an updated address was not identified for a Class Member, the Class Notice was not re-mailed and was instead deemed undeliverable. If a re-mailed package was returned by the USPS a second time, it was not re-mailed a third time and was instead deemed undeliverable.
10. Of the 179,945 Class Members who were mailed Class Notices via the USPS first class mail, 174,090 were deemed delivered because their Class Notice was not returned by the USPS. As of the date of this declaration, 5,855 Class Notices sent by the USPS are deemed undeliverable.

### **Internet Campaign**

11. As a supplement to the direct noticing means, ALCS established an indirect notice means to reach Class Members. This effort involved a settlement website. On or before March 6, 2025, ALCS established a website at ([www.transuniondisputeclaimaction.com](http://www.transuniondisputeclaimaction.com)) which contained class information and related documents. The website allowed for Class Members to view and download the operative pleadings, and motions relevant to the lawsuit. Specifically, Class Members were able to download a Long Form Notice (attached hereto as **Exhibit D**), the Settlement Agreement, and the Plaintiff's Motion for a Service Award to Plaintiff and for an Award of Attorneys' Fees and Reimbursement of Litigation Costs and Expenses to Class Counsel. Class Members were also

provided with access to a portal for Claim filing through this website. Class Members were provided directions to access the website in the Class Notices and through the telephone assistance program.

### Telephonic Assistance Program

12. On or before March 6, 2025, ALCS established a dedicated toll-free phone number to provide answers to Class Member questions. The toll-free number provided a voice response unit listing; questions and answers to frequently asked questions during the hours of 9:00 AM to 5:00 PM EST. Class Members were able to leave a voice message or send email correspondence to ALCS, if seeking more information than was available through the Q&A tree.

### Noticing Campaign Summary

13. The following is a summary of the noticing, as of the date of this declaration:

Description	Volume (#)	Percentage of Class Members (%)
Total Number of Class Members	449,121	100.00%
<b>E-Mail Notices</b>		
Class Members to Whom Email Notice Was Successful	269,176	59.93%
<b>Mail Notices</b>		
Class Members to Whom Postcard Notice Was Attempted via USPS	179,945	
Class Members to Whom Postcard Notice Was Deemed Delivered	174,090	38.76%
Class Members to Whom Postcard Notice Was Deemed Undeliverable <sup>1</sup> .	5,855	1.30%
Total Class Members Deemed to Receive Notice	443,527	98.69%
<b>Internet Campaign</b>		
Notice Available to Class Members via <a href="http://www.transuniondisputeclaimaction.com">www.transuniondisputeclaimaction.com</a>	100% - the website was available to all Class Members	

### Claims

14. The Class Notice informed Class Members that if they wish to make a Claim to get a higher payment they could file a Claim by June 24, 2025. Claims were filed both in paper form through the mail and via the settlement website. As of the date of this declaration, 12,551 claims have been filed in total, comprising 12,479 Valid Claims. 84 of the Valid Claims were submitted after June 24, 2025, however consistent with the Settlement Agreement, the Parties have agreed to accept Claims submitted through 6/27/2025 as Valid. 72 Claims were deemed to be not Valid. Of these, 59 Claims were filed by individuals who were not located in the Class List, 8 Claims were duplicates, and 5 Claims were filed by individuals who requested to be excluded from the

<sup>1</sup> ALCS continues to receive and process mail, for which no forwarding address is available. The number of pieces of this type of mail will likely increase and the presumed delivery rate will be reduced as processing continues.

Settlement. As of the date of this declaration there are 12,479 Valid Claims. This equates to 2.78% of the Class who filed a Valid Claim.

### Request for Exclusion

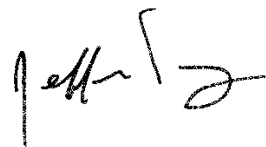
15. The Class Notice informed Class Members that they could exclude themselves from the Settlement by sending a letter meeting with specific requirements, via mail or email and postmarked no later than June 24, 2025. As of the date of this declaration, ALCS has received 66 requests for exclusion from the Notification of Pending Class Action Suit mailing process in 2021. Additionally, ALCS received 116 requests for exclusion from this most recent notice regime. Of these requests, 7 were duplicative, 6 were filed after the deadline, and 2 were filed by individuals who could not be found in the Class List. In total, there are 167 valid requests for exclusion from the both the 2021 and 2025 Notice processes. A list of the class members that requested to be excluded is attached hereto as **Exhibit E**.

### Objections

16. The Class Notice informed Class Members that they could object to any part of the Settlement by filing an objection with the Court and providing a copy of the objection to the Settlement Administrator by June 24, 2025. As of the date of this declaration, ALCS has received copies of 12 objections. Of these objections, 8 appear to have been filed with the Court and 4 appear to have not been filed on the docket, one of which was submitted by a non-Class Member. The Parties have been provided with copies of the objections. If the objection was filed with the Court, it is not attached. If the objection was not filed with the Court, it is attached as follows:

Number	Name	Court Docket Number (s)	Exhibit (if not filed w/ Court)
1	BROWN, SHENA LASHEA	N/A	EXHIBIT F
2	PICKETT, WILLIAM	159	N/A
3	TURNER, MARY	N/A	EXHIBIT G
4	TURNER, KAREN	160 & 164	N/A
5	BUTERA, CHRISTIAN	165	N/A
6	THOMPSON, LATOSHIA	166, 167 & 175	N/A
7	TAFT, JAMES	168	N/A
8	CATALON, DORIAN JOSEPH	169	N/A
9	WILLIAMS, DESIREE	N/A	EXHIBIT H
10	BOLDEN, KELLY	170	N/A
11	POLAND, CHARLES	NON-CLASS MEMBER	NOT ATTACHED
12	GOLDEN, KEVIN	177	N/A

I declare under penalty of perjury pursuant to the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge. Executed on July 3, 2025 at Jacksonville, Florida.

A handwritten signature in black ink, appearing to read "Jeffrey Pirrung". The signature is written in a cursive style with a large, prominent initial "J".

---

Jeffrey Pirrung

# EXHIBIT A

## First Email Class Notice

**From:** [Norman v TransUnion](#)  
**To:**  
**Subject:** EXTERNAL EMAIL: Settlement Information  
**Date:** Saturday, March 8, 2025 5:48:49 PM

You don't often get email from [norman\\_v\\_transunion@transuniondisputeaction.com](mailto:norman_v_transunion@transuniondisputeaction.com). Learn why this is important

First Last Address City, ST ZIP	<b>Notice ID:</b> 99999999 <b>PIN:</b> XXX XXX XXX
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**EMAIL NOTICE**

**LEGAL NOTICE OF CLASS ACTION SETTLEMENT**

**You are receiving this notice because you are a member of a class action lawsuit and you have a legal claim described in this Notice. You are entitled to benefits from a proposed class action settlement.**

**This is a court-authorized notice describing the settlement and your rights. This is not a solicitation from an attorney, and you are not being sued.**

**PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.**

A settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”) violations against Trans Union, LLC (“Trans Union”) based on the claim that Trans Union did not conduct a reasonable investigation of disputes of hard inquiries in credit files, or in the alternative, did not remove the disputed hard inquiries from credit files. Specifically, Plaintiff Duane Norman, Sr. asserts that, after he submitted a dispute to Trans Union that his credit report was obtained without a permissible purpose, Trans Union did not contact the company that requested the credit report, nor did it remove the hard inquiry he disputed. Instead, Trans Union mailed a “502 Letter” to Mr. Norman and the other class members, including you.

Plaintiff’s legal claim is that Trans Union violated a federal law called the FCRA. Plaintiff alleges that Trans Union acted in the same way with respect to other individuals, called the “Class.” The lawsuit is known as *Norman v. Trans Union, LLC*, Civil Action No. 2:18-cv-05225-GAM (E.D. Pa.). On August 14, 2020, the Court decided that the case will go forward as a class action. More information about the claims in the case and why the Court allowed the lawsuit to proceed as a class action is available at [www.transuniondisputeaction.com](http://www.transuniondisputeaction.com).

Trans Union has denied and continues to deny Plaintiff’s and the Class’s allegations or that it has violated the FCRA or engaged in any wrongful acts. Nevertheless, the parties have agreed to resolve the claims of a group of consumers defined as:

All consumers with an address in the United States and its territories to whom Trans Union sent its “502 Letter” in response to a written dispute of an inquiry

from December 5, 2016 to January 31, 2025.

**According to Trans Union’s records, you are a member of this group.** You may have previously received a notice regarding this case in March 2021.

To resolve the lawsuit, Trans Union has agreed to make changes to its practices for handling disputes of and/or challenges to hard inquiries and to pay \$23 million for the creation of a settlement fund that will be used for class member payments, administrative costs, attorneys’ fees, litigation expenses, and a service award to Plaintiff. A summary of the terms of the settlement and your rights and options is below – please read it carefully and note the deadlines to take action.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A CHECK</b>	<p>If you do not exclude yourself from the settlement, you will receive a settlement payment automatically. The amount of the payment is expected to be approximately \$20.00-30.00, depending on the number of claims submitted.</p> <p>If the Court approves the settlement and it becomes final and effective, a check will be mailed to the address maintained by Trans Union for you, and you will give up your right to bring your own lawsuit against Trans Union about claims related to the inquiry you disputed and/or challenged with Trans Union.</p> <p>You may update and/or confirm your address with the Settlement Administrator at the case website located at <a href="http://www.transuniondisputeaction.com">www.transuniondisputeaction.com</a>.</p>
<b>MAKE A CLAIM TO RECEIVE A HIGHER PAYMENT</b>	<p>If you experienced certain harms as a result of Trans Union’s alleged violation of the FCRA, you can make a claim for a higher payment on the case website located at <a href="http://www.transuniondisputeaction.com">www.transuniondisputeaction.com</a>. The higher payment will be calculated based on how many valid claims are received and is expected to be up to \$160.00. <b>You must submit a claim by June 24, 2025.</b></p>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<p>You may exclude yourself from the settlement if you wish. In doing so, you will receive no benefits from the lawsuit. This is the only option that will retain your right to bring your own lawsuit against Trans Union about these claims. You must request exclusion by <b>June 24, 2025</b>. For more information about how to exclude yourself, see the case website located at <a href="http://www.transuniondisputeaction.com">www.transuniondisputeaction.com</a>.</p>
<b>OBJECT</b>	<p>You may object to any of the terms of the settlement, including the proposed award of attorneys’ fees and expenses of up to \$7,966,667.00, and/or the separate service award to the Plaintiff of \$50,000.00. More information on these awards, including Class Counsel’s request for fees which will</p>

	<p>be available on June 10, 2025, is available at the case website located at <a href="http://www.transuniondisputeclaimaction.com">www.transuniondisputeclaimaction.com</a>.</p> <p>Your deadline to object is <b>June 24, 2025</b>. You must do so by writing to the Settlement Administrator, and to the Court. For more information about how to submit an objection and what you must include go to the case website located at <a href="http://www.transuniondisputeclaimaction.com">www.transuniondisputeclaimaction.com</a>.</p>
<b>GO TO A HEARING</b>	<p>You may speak at the final approval hearing if you submit an objection by <b>June 24, 2025</b> and mail in a letter saying that you would like to appear and be heard at the hearing. The final approval hearing will be on <b>Monday, July 21, 2025, at 10 a.m., in Courtroom 9-B of the United States District Court, Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, PA.</b></p>

If you have questions, please visit the case website at [www.transuniondisputeclaimaction.com](http://www.transuniondisputeclaimaction.com). You may also write with questions to the Settlement Administrator or email the Settlement Administrator at [info@transuniondisputeclaimaction.com](mailto:info@transuniondisputeclaimaction.com). Please do not contact Trans Union or the Court for information.

Norman v Transunion Settlement  
8011 Philips Highway, STE 5  
Jacksonville, FL 32256

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[Click here to stop future mailings](#)

## EXHIBIT B

### Second Email Class Notice

**From:** [Norman v TransUnion](#)  
**To:**  
**Subject:** EXTERNAL EMAIL: Notice of Class Action Settlement – REMINDER  
**Date:** Saturday, March 8, 2025 6:08:43 AM

You don't often get email from [norman\\_v\\_transunion@transuniondisputeaction.mailrt.com](mailto:norman_v_transunion@transuniondisputeaction.mailrt.com). Learn why this is important

First Last Address City, ST ZIP	<b>Notice ID:</b> 99999999 <b>PIN:</b> XXXXXXXXXX
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**EMAIL NOTICE**

**LEGAL NOTICE OF CLASS ACTION SETTLEMENT**

**You are receiving this notice because you are a member of a class action lawsuit and you have a legal claim described in this Notice. You are entitled to benefits from a proposed class action settlement.**

**This is a court-authorized notice describing the settlement and your rights. This is not a solicitation from an attorney, and you are not being sued.**

**PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.**

A settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”) violations against Trans Union, LLC (“Trans Union”) based on the claim that Trans Union did not conduct a reasonable investigation of disputes of hard inquiries in credit files, or in the alternative, did not remove the disputed hard inquiries from credit files. Specifically, Plaintiff Duane Norman, Sr. asserts that, after he submitted a dispute to Trans Union that his credit report was obtained without a permissible purpose, Trans Union did not contact the company that requested the credit report, nor did it remove the hard inquiry he disputed. Instead, Trans Union mailed a “502 Letter” to Mr. Norman and the other class members, including you.

Plaintiff’s legal claim is that Trans Union violated a federal law called the FCRA. Plaintiff alleges that Trans Union acted in the same way with respect to other individuals, called the “Class.” The lawsuit is known as *Norman v. Trans Union, LLC*, Civil Action No. 2:18-cv-05225-GAM (E.D. Pa.). On August 14, 2020, the Court decided that the case will go forward as a class action. More information about the claims in the case and why the Court allowed the lawsuit to proceed as a class action is available at [www.transuniondisputeaction.com](http://www.transuniondisputeaction.com).

Trans Union has denied and continues to deny Plaintiff’s and the Class’s allegations or that it has violated the FCRA or engaged in any wrongful acts. Nevertheless, the parties have agreed to resolve the claims of a group of consumers defined as:

All consumers with an address in the United States and its territories to whom Trans Union sent its “502 Letter” in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

According to Trans Union's records, you are a member of this group. You may have previously received a notice regarding this case in March 2021.

To resolve the lawsuit, Trans Union has agreed to make changes to its practices for handling disputes of and/or challenges to hard inquiries and to pay \$23 million for the creation of a settlement fund that will be used for class member payments, administrative costs, attorneys' fees, litigation expenses, and a service award to Plaintiff. A summary of the terms of the settlement and your rights and options is below – please read it carefully and note the deadlines to take action.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A CHECK</b>	<p>If you do not exclude yourself from the settlement, you will receive a settlement payment automatically. The amount of the payment is expected to be approximately \$20.00-30.00, depending on the number of claims submitted.</p> <p>If the Court approves the settlement and it becomes final and effective, a check will be mailed to the address maintained by Trans Union for you, and you will give up your right to bring your own lawsuit against Trans Union about claims related to the inquiry you disputed and/or challenged with Trans Union.</p> <p>You may update and/or confirm your address with the Settlement Administrator at the case website located at <a href="http://www.transuniondisputeaction.com">www.transuniondisputeaction.com</a>.</p>
<b>MAKE A CLAIM TO RECEIVE A HIGHER PAYMENT</b>	<p>If you experienced certain harms as a result of Trans Union's alleged violation of the FCRA, you can make a claim for a higher payment on the case website located at <a href="http://www.transuniondisputeaction.com">www.transuniondisputeaction.com</a>. The higher payment will be calculated based on how many valid claims are received and is expected to be up to \$160.00. <b>You must submit a claim by June 24, 2025.</b></p>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<p>You may exclude yourself from the settlement if you wish. In doing so, you will receive no benefits from the lawsuit. This is the only option that will retain your right to bring your own lawsuit against Trans Union about these claims. You must request exclusion by <b>June 24, 2025</b>. For more information about how to exclude yourself, see the case website located at <a href="http://www.transuniondisputeaction.com">www.transuniondisputeaction.com</a>.</p>
<b>OBJECT</b>	<p>You may object to any of the terms of the settlement, including the proposed award of attorneys' fees and expenses of up to \$7,966,667.00, and/or the separate service award to the Plaintiff of \$50,000.00. More information on these awards, including Class Counsel's request for fees which will be available on June 10, 2025, is available at the case website</p>

	<p>located at <a href="http://www.transuniondisputeclaimaction.com">www.transuniondisputeclaimaction.com</a>.</p> <p>Your deadline to object is <b>June 24, 2025</b>. You must do so by writing to the Settlement Administrator, and to the Court. For more information about how to submit an objection and what you must include go to the case website located at <a href="http://www.transuniondisputeclaimaction.com">www.transuniondisputeclaimaction.com</a>.</p>
<b>GO TO A HEARING</b>	<p>You may speak at the final approval hearing if you submit an objection by June 24, 2025 and mail in a letter saying that you would like to appear and be heard at the hearing. The final approval hearing will be on <b>Monday, July 21, 2025, at 10 a.m., in Courtroom 9-B of the United States District Court, Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, PA.</b></p>

If you have questions, please visit the case website at [www.transuniondisputeclaimaction.com](http://www.transuniondisputeclaimaction.com). You may also write with questions to the Settlement Administrator or email the Settlement Administrator at [info@transuniondisputeclaimaction.com](mailto:info@transuniondisputeclaimaction.com). Please do not contact Trans Union or the Court for information.

Norman v Transunion Settlement  
8011 Philips Highway, STE 5  
Jacksonville, FL 32256

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[Click here to stop future mailings](#)

# EXHIBIT C

## Postcard Class Notice

**Important Notice About  
Class Action Settlement**

You are receiving this Notice because you are entitled to benefits from a proposed class action settlement.

This Notice explains what the class action is about, what the settlement will be, and how your rights may be affected.

More information about the settlement and the settlement agreement are available at [www.transuniondisputeclassaction.com](http://www.transuniondisputeclassaction.com)

*A federal court authorized this Notice.  
This is not a solicitation from a lawyer.*

Norman v Trans Union, LLC  
c/o Settlement Administrator  
PO Box 23489  
Jacksonville, FL 32241

«barcode»

Postal Service: Please do not mark barcode

Notice ID: «NoticeID»

PIN: «PIN»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

**What is the Settlement About?** A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* ("FCRA") violations against Trans Union, LLC ("Trans Union") based on the claim that Trans Union failed to conduct reasonable investigations when consumers disputed certain notations called "hard inquiries," or alternatively delete the disputed inquiries, and instead sent consumers a "502 Letter." More information about the claims in the case and why it is a class action can be found at [www.transuniondisputeaction.com](http://www.transuniondisputeaction.com).

**Why am I being contacted?** According to Trans Union's records, you fall within the Settlement Class, defined as "All consumers with an address in the United States and its territories to whom Trans Union sent its '502 Letter' in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025."

**What are the Settlement terms?** Trans Union has agreed to pay twenty-three million dollars (\$23,000,000.00) to establish a Settlement Fund. This will include payments to all Settlement Class Members, with higher payments to Settlement Class Members who submit a Claim Form attesting to damages. The higher payment will be calculated based on how many valid claims are received and is expected to be up to \$160.00. The Settlement Fund will also cover the costs of administering the settlement, a \$50,000.00 individual settlement and service award to Class Representative Duane Norman, and up to \$7,966,667.00 in attorneys' fees and litigation expenses.

**How do I get my Settlement payout?** You do not need to do anything to receive a payment. Once the Court approves the Settlement, you will automatically receive a check. To confirm your

mailing address for delivery of your check, please visit the website at [www.transuniondisputeaction.com](http://www.transuniondisputeaction.com). If you wish to make a claim to get a higher payment, please visit the website and use the unique code printed on the front of this postcard to access the online claim form. You must submit a claim by **June 24, 2025** to get the higher payment.

**You can exclude yourself or object to the Settlement.** If you do not want to be bound by the Settlement, you may exclude yourself by **June 24, 2025**. If you do not exclude yourself, you will release your claims against Trans Union. You also have the option to object to the Settlement by **June 24, 2025**. The Settlement website explains how to exclude yourself or object.

**Final Approval Hearing:** The Court will hold a hearing on July 21, 2025 to consider whether to approve the Settlement. Details about the hearing are in the Long Form Notice which can be found on the Settlement website at [www.transuniondisputeaction.com](http://www.transuniondisputeaction.com). You may appear at the hearing, but you are not required to do so. You may hire your own attorney, at your own expense, to appear for you at the hearing.

**Questions?** If you have questions, please visit the Settlement website at [www.transuniondisputeaction.com](http://www.transuniondisputeaction.com). You may also contact the Settlement Administrator by calling 800-657-1189, or email [info@transuniondisputeaction.com](mailto:info@transuniondisputeaction.com), or write to:

Norman v Trans Union, LLC  
c/o Settlement Administrator  
PO Box 23489  
Jacksonville, FL 32241

Please do not contact Trans Union or the Court for information.

# EXHIBIT D

## Long Form Class Notice

**LEGAL NOTICE OF CLASS ACTION SETTLEMENT**

A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”) violations against Trans Union, LLC (“Trans Union”) based on the claim that Trans Union did not conduct a reasonable investigation of disputes of hard inquiries in credit files, or in the alternative, did not remove the disputed hard inquiries from credit files. Specifically, Plaintiff Duane Norman, Sr. asserts that, after he disputed to TransUnion that his credit report was obtained by a company without a permissible purpose, Trans Union did not contact that company nor did it remove the hard inquiry he disputed. Instead, Trans Union mailed to Mr. Norman and the other class members, including you, a “502 Letter.”

Plaintiff’s legal claim is that Trans Union violated a federal law called the FCRA. Plaintiff alleges that Trans Union acted in the same way with respect to other individuals, called the “Class.” The lawsuit is known as *Norman v. Trans Union, LLC*, Civil Action No. 2:18-cv-05225-GAM (E.D. Pa.). On August 14, 2020, the Court decided that the case will go forward as a class action.

Trans Union has denied and continues to deny Plaintiff and the Class’s allegations or that it that it has violated the FCRA or engaged in any wrongful acts. Nevertheless, Plaintiff and Trans Union have agreed to resolve the claims of a group of consumers defined as:

All consumers with an address in the United States and its territories to whom Trans Union sent its “502 Letter” in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

Some Settlement Class Members received a notice regarding this case in March 2021, after the Court ordered that the case will proceed as a class action.

To resolve the lawsuit, Trans Union has agreed to make changes to its practices for handling disputes and/or challenges of hard inquiries and to pay \$23 million for the creation of a Settlement Fund that will be used for class member payments, administrative costs, attorneys’ fees, litigation expenses, and a service award to Plaintiff. A summary of the terms of the settlement is below – please read it carefully and note the deadlines to take action. There is more detailed information about the case and settlement following the summary.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND RECEIVE A CHECK</b>	<p>If you do not exclude yourself from the Settlement, you will receive a settlement payment automatically. The amount of the payment is expected to be approximately \$20-30, depending on the number of claims submitted.</p> <p>If the Court approves the Settlement and it becomes final and effective, a check will be mailed to the address maintained by Trans Union for you, and you will give up your right to bring your own lawsuit against Trans Union about claims related to the inquiry you disputed with Trans Union.</p> <p>You may update and/or confirm your address with the Settlement Administrator at the case website located at <a href="http://www.transuniondisputeaction.com">www.transuniondisputeaction.com</a>.</p>

<b>MAKE A CLAIM TO RECEIVE A HIGHER PAYMENT</b>	If you experienced certain harms as a result of Trans Union’s alleged violation of the law, you can make a claim for a higher payment on the case website located at <a href="http://www.transuniondisputeclaimaction.com">www.transuniondisputeclaimaction.com</a> . The higher payment will be calculated based on how many valid claims are received and is expected to be up to \$160.00. <b>You must submit a claim by JUNE 24, 2025.</b>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	You may exclude yourself from the Settlement if you wish. In doing so, you will receive no benefits from the lawsuit. This is the only option that will retain your right to bring your own lawsuit against Trans Union about the claims described below. You must request exclusion by <b>JUNE 24, 2025</b> . For more information about how to exclude yourself, see the case website located at <a href="http://www.transuniondisputeclaimaction.com">www.transuniondisputeclaimaction.com</a> .
<b>OBJECT</b>	You may object to any of the terms of the settlement agreement, including the proposed award of attorneys’ fees and expenses of up to \$7,966,667.00, and/or the separate service award to the Plaintiff of \$50,000.00. More information on these awards is available at the case website located at <a href="http://www.transuniondisputeclaimaction.com">www.transuniondisputeclaimaction.com</a> , including Class Counsel’s request for fees which will be available on <b>June 10, 2025</b> .  Your deadline to object is <b>JUNE 24, 2025</b> . You must do so by writing to the Settlement Administrator, and to the Court. For more information about how to submit an objection and what you must include go to the case website located at <a href="http://www.transuniondisputeclaimaction.com">www.transuniondisputeclaimaction.com</a> .
<b>GO TO A HEARING</b>	You may speak at the final approval hearing if you submit an objection by <b>June 24, 2025</b> and mail in a letter saying that you would like to appear and be heard at the hearing. The final approval hearing will be on <b>Monday, July 21, 2025, at 10 a.m., in Courtroom 9-B of the United States District Court, Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, PA.</b>

### **ADDITIONAL CASE DETAILS**

The Court has not decided which side is right. Trans Union has denied and continues to deny Plaintiff and the Class’s allegations or that it that it has violated the FCRA or engaged in any wrongful acts. The Court has preliminarily approved the proposed settlement agreement (available at <https://www.transuniondisputeclaimaction.com>) to which the parties have agreed (the “Settlement”). A hearing is scheduled for July 21, 2025 to decide whether to approve the Settlement and whether to approve Class Counsel’s request for attorneys’ fees and expenses. If you received a written or email notice about the settlement, it is because you are a member of the following Settlement Class according to Trans Union’s records:

All consumers with an address in the United States and its territories to whom Trans Union sent its “502 Letter” in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

**Read this notice carefully.** This notice advises you of the benefits that may be available to Settlement Class Members under the proposed Settlement and their rights and options. You may also review the full Settlement Agreement and the papers filed in support of approval of the Settlement at [www.transuniondisputeclaimaction.com](http://www.transuniondisputeclaimaction.com). These rights and options—**and the deadlines to exercise them**—are explained in this notice. The Court still has to decide whether or not to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to members of the Settlement Class.

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## **BASIC INFORMATION**

### **1. Why is there a notice?**

A court ordered that this notice be provided because you have a right to know about the proposed Settlement of this class action lawsuit and its effect on you. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Gerald A. McHugh, of the United States District Court for the Eastern District of Pennsylvania, is overseeing this case, *Norman v. Trans Union, LLC*, Civil Action No. 2:18-cv-05225-GAM (E.D. Pa.). The person who sued—Duane Norman, Sr.—is the Plaintiff. Trans Union, LLC (“Trans Union”) is the Defendant.

### **2. What is this case about?**

Plaintiff Duane Norman, Sr. has alleged that after he submitted a dispute to Trans Union that his credit report was obtained without a permissible purpose, Trans Union did not contact the company that requested the credit report, nor did it remove the notation (called a “hard inquiry”) that he disputed. Instead, Trans Union mailed to Mr. Norman and the other class members, including you, a “502 Letter” that stated in part:

“The inquiries listed on your credit report are a record of the companies that obtained your credit information. The identity of each company by trade name and contact information is provided. All inquiries remain on your credit report for two years. Credit information may be requested only for the following permissible purposes: credit transactions, employment consideration, review or collection of an existing account or other legitimate business need, insurance underwriting, government licensing, rental dwelling, or pursuant to a court order. Your written authorization may not be required to constitute permissible purpose. If you believe that an inquiry on your credit report was made without a permissible purpose, then you may wish to contact the creditor directly, by phone or in writing, regarding its purpose.”

Plaintiff asserts that Trans Union’s actions violated sections 1681i(a)(i) and 1681i(a)(ii) of the FCRA.

You can review the complaint and other documents filed in this lawsuit at [www.transuniondisputeaction.com](http://www.transuniondisputeaction.com).

### **3. Why is this a class action?**

In a class action lawsuit, one or more people called the “Class Representative,” in this case Duane E. Norman, Sr., sue on behalf of other people who have similar claims. All of the people together are called a “Class” or “Class Members.” The consumer reporting agency he sued, Trans Union, is called the Defendant. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class. The Court decided that this lawsuit can proceed as a class action and move towards a trial.

More information about why the Court is allowing this lawsuit to proceed as a class action is found in the Court’s Opinion and Order certifying the Class, which is available at [www.transuniondisputeaction.com](http://www.transuniondisputeaction.com).

#### **4. Why is there a Settlement?**

The Court has not decided whether Trans Union has violated the law, nor how much money, if any, should be awarded to the class. Instead, the two sides have agreed to a Settlement.

Trans Union has denied and continues to deny Plaintiff and the Class's allegations or that it that it has violated the FCRA or engaged in any wrongful acts. Nevertheless, Trans Union agreed to settle the Litigation solely for the purpose of avoiding the further expense, inconvenience and distraction of burdensome and protracted litigation and to obtain the release, order and judgment contemplated by the Settlement.

### **WHO IS PART OF THE SETTLEMENT?**

#### **5. Who are the Settlement Class Members?**

If you received notice of the Settlement from a postcard or email addressed to you, then according to Trans Union's records, you are a member of the Settlement Class: All consumers with an address in the United States and its territories to whom Trans Union sent its "502 Letter" in response to a written dispute of an inquiry from December 5, 2016 to January 31, 2025.

There are approximately 485,000 members of the Settlement Class.

### **THE SETTLEMENT BENEFITS**

#### **6. What does the Settlement provide?**

##### **Practice Changes**

As a result of the Settlement, Trans Union has agreed to implement changes to its practices for handling consumer disputes and/or challenges of hard inquiries, including monitoring the volume of consumer hard inquiry disputes and/or challenges for patterns, and triggering further action by Trans Union when it receives an excessive volume of such disputes and/or challenges related to a particular end user (or "subscriber"). Further action may include requiring the subscriber to recredential, or terminating the subscriber's contract with Trans Union.

##### **Settlement Fund**

Trans Union has agreed to establish a Settlement Fund of twenty-three million dollars (\$23,000,000.00), which will be used to make payments to all Settlement Class Members, including higher payments to Settlement Class Members who submit a Claim Form attesting to damages. The Settlement Fund will also cover the costs of administering the settlement, a \$50,000.00 service award to Plaintiff Duane Norman, and up to \$7,666,667.00 in attorneys' fees and up to \$300,000.00 in litigation expenses.

#### **7. How much will my payment be?**

The amount of payments to Settlement Class Members will depend on how many Settlement Class Members make a claim for a higher payment. All Settlement Class Members will receive a minimum payment of \$20.00-\$30.00, without the need to make a claim.

### **8. When will I receive my payment?**

If the Court approves the Settlement and it becomes final, then payments will automatically be sent by mail to the address maintained by Trans Union for each Settlement Class Member. Settlement Class Members can update their mailing address at [www.transuniondisputeaction.com](http://www.transuniondisputeaction.com). Settlement Class Members may also set up an electronic payment method through the website if preferred; otherwise, payment will be mailed via USPS as a paper check.

Payments will be sent only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* “The Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient, and check this website for updates.

### **9. What am I giving up if I participate in the Settlement?**

If the Settlement receives Final Approval from the Court, every Settlement Class Member agrees to release Trans Union and each of its members, owners, shareholders, unitholders, predecessors, successors (including, without limitation, acquirers of all or substantially all of Trans Union’s assets, stock, units or other ownership interests) and assigns; the past, present, and future, direct and indirect, parents (including, without limitation, holding companies), subsidiaries and affiliates of any of the above; and the past, present and future principals, trustees, partners, insurers, officers, directors, employees, advisors, attorneys, members, owners, shareholders, unitholders, predecessors, successors, assigns, representatives, heirs, executors, and administrators of any of the above (collectively, “Released Parties”), from any and all claims asserted in the Complaint under FCRA at 15 U.S.C. §§ 1681i(a)(1) and (2) relating to the dispute of an inquiry. Class members’ right to seek relief under the FCRA for other claims or not involving an inquiry will be preserved.

Section 12 of the Settlement Agreement, which can be found at the case website [www.transuniondisputeaction.com](http://www.transuniondisputeaction.com) describes the legal claims that you give up if you remain in the Settlement.

### **10. How do I exclude myself from the Settlement?**

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don’t want benefits from the Settlement, and you want to keep the right to sue Trans Union on your own about the claims in this case, then you must take steps to opt out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

To exclude yourself from the Settlement, you must submit a statement to the Settlement Administrator with the following information:

- Your full name, address, e-mail address, and telephone number;
- A statement that you want to be excluded from the Settlement in this Action;
- The unique identifier included on the Notice you received via email or US Mail.

You must submit your exclusion request no later than June 24, 2025, via email to [info@transuniondisputeaction.com](mailto:info@transuniondisputeaction.com) or via mail to:

Norman v Trans Union, LLC  
c/o Settlement Administrator  
PO Box 23489  
Jacksonville, FL 32241

**11. If I do not exclude myself, can I sue Trans Union for the same thing later?**

No. If you do not exclude yourself, you will give up the right to sue Trans Union for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class if you want to pursue your own lawsuit.

**12. If I exclude myself, will I receive a payment from the Settlement?**

No. You will not receive a payment if you exclude yourself from the Settlement.

**THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS**

**13. Do I have a lawyer in the case?**

The Court has appointed counsel to represent you and others in the Settlement Class as “Class Counsel”:

James A. Francis  
John Soumilas  
Lauren KW Brennan  
Jordan Sartell  
FRANCIS MAILMAN SOUMILAS, P.C.  
1600 Market Street, Suite 2510  
Philadelphia, PA 19103

Cary L. Flitter  
Andrew M. Milz  
Jody T. López-Jacobs  
FLITTER MILZ PC  
450 N. Narberth Avenue, Suite 101  
Narberth, PA 19072

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these attorneys. If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will the lawyers be paid? What will the named plaintiff receive?**

The attorneys representing the Class have handled this case on a contingency basis. To date, they have not been paid anything for their work since the case began in 2018. Class Counsel will request that the Court award attorneys’ fees and expenses for the time and effort they have spent on this case.

The amount that will be requested by Class Counsel will be \$7,666,667.00 in attorneys’ fees, up to \$300,000.00 in litigation expenses, and up to \$50,000.00 for a service award to Duane Norman Sr. More information on these awards, including Class Counsel’s request for fees which will be available on June 10, 2025, on the case website located at [www.transuniondisputeclaimaction.com](http://www.transuniondisputeclaimaction.com).

Any approved amount of attorneys’ fees and expenses or service award will be paid from the Settlement Fund, and no Class Member will owe or pay anything directly for the attorneys’ fees and expenses of Class Counsel.

## **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

### **15. How do I tell the Court if I do not like the Settlement?**

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, and/or Class Counsel's request for attorneys' fees and expenses. To object, you must either submit your objection on the case docket using the CM/ECF electronic filing system, or submit a letter to the Court at the following address:

Clerk of Court  
U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
James A. Byrne U.S. Courthouse  
601 Market Street  
Philadelphia, PA 19106

You must also send a copy of your objection to the Settlement Administrator at:  
Norman v Trans Union, LLC  
c/o Settlement Administrator  
PO Box 23489  
Jacksonville, FL 32241

Your objection must be submitted on or before June 24, 2025 and must include:

- The name of this Action *Norman v. Trans Union, LLC*, Case No. 2:18-CV-05225
- Your full name, address, email address and telephone number;
- a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard,
- any documents you wish to be considered in support of the objection;
- the identity any lawyer representing you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement;
- any and all agreements that relate to the objection or the process of objecting—whether written or oral—between you or your counsel and any other person or entity;
- the identity of all counsel representing you who will appear at the Final Approval Hearing;
- All relief sought;
- The number of times you have objected to a class action settlement in the past five

- (5) years, including the caption of each case in which you made such objection;
- Whether you intend to appear and/or testify, or counsel representing you intends to appear, at the hearing that the Court has scheduled to determine whether to grant final approval of the Settlement and Class Counsel’s request for attorneys’ fees (the “Final Approval Hearing”); and,
- Your signature.

### **THE FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to approve Class Counsel’s request for attorneys’ fees and expenses. You may attend and you may ask to speak, but you don’t have to do so.

#### **16. When and where will the Court decide whether to approve the Settlement?**

The Court has scheduled a Final Approval Hearing on **Monday, July 21, 2025, at 10 a.m., in Courtroom 9-B of the United States District Court, Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, PA.** The hearing may be virtual or moved to a different date or time without additional notice, so it is a good idea to check [www.transuniondisputeclaimaction.com](http://www.transuniondisputeclaimaction.com) for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any requests by Class Counsel for attorneys’ fees and expenses. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement, the request for attorneys’ fees and expenses. We do not know how long these decisions will take.

#### **17. Do I have to attend the hearing?**

No. Class Counsel will answer any questions the Court may have. But you may attend the hearing at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you submit your written objection on time and it complies with the requirements set forth in Question 15 above and in Section 8 of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### **18. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection that complies with the requirements set forth in Question 15 above and send a letter saying that you intend to appear and wish to be heard. Your notice of intention to appear must include the following:

- Your full name, address, and telephone number;
- A statement that this is your “Notice of Intention to Appear” at the Final Approval Hearing for Settlement in *Norman v. Trans Union, LLC*, Case No. 2:18-CV-05225);
- The reasons you wish to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature (an attorney’s signature is not sufficient).

You must submit your Notice of Intention to Appear so that it is received no later than June 24,

2025, to the addresses in Question 15 above.

### **IF YOU DO NOTHING**

#### **19. What happens if I do nothing at all?**

If you do nothing, you will receive the benefits to which you are entitled under this Settlement, which includes a payment of at least \$20.00 as well as Trans Union's agreement to make the changes to its business practices as explained in Section 6.

### **GETTING MORE INFORMATION**

#### **20. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain the complete Settlement Agreement at [www.transuniondisputeclaimaction.com](http://www.transuniondisputeclaimaction.com). You also may write with questions to the Settlement Administrator via email to [info@transuniondisputeclaimaction.com](mailto:info@transuniondisputeclaimaction.com) or via mail at:

Norman v Trans Union, LLC  
c/o Settlement Administrator  
PO Box 23489  
Jacksonville, FL 32241

**Please do not contact Trans Union or the Court for information.**

# EXHIBIT E

## List of Exclusions

**Exhibit E - Requests for Exclusion**

	<b>Opt Outs From Notification of Pending Class Action Suit mailing process in 2021</b>	<b>Opt Outs From Notice of Proposed Settlement mailing process in 2025</b>	
1	ABDALLAH, MAHMUD SAIED	AGUILAR, LIZETTE G	MURARSHEED, RASOOL
2	AMORESANO, LUKE THOMAS	ALBRECHT, DAVID	MYERS, MARIKA
3	ANGLADA, DIANA L	ALFORD, CLARK	ORR, JADA MONIQUE
4	AZEVEDO, TIAGO J	AMAZAN, MELILA	OTHMAN, AHMAD RAMZI
5	AZUARA, JULIO CESAR	ANDERSON, FREDERICK R	PALMER, DALLAS KELVIN
6	BANKS, BLANTON LEON	ASAD, SANDRA J	PERRY, ANTHONY DANTE
7	BASAM, BRUNHILDA M	AZNAY, GILBERTO	PETERS, NIELA NEECOLE
8	BATISTA, YANET BAUTISTA DE	BARBER, COURTNEY M	PHILLIPS, ANTWON T
9	BEAL, ROBERT LEWIS	BARRETT, PATRICK	PINSONNEAULT, KRISTEN L
10	BECKER, NORMAN E	BARTHELEMY, NICOLETTE L	PORTER, CHELSEA KECHE
11	BEGUM, FAREENA NAZIMUN	BORJA, ALFREDO	REYES, MARVIN
12	BODNAR, CYNTHIA M	BUCHANAN, ANGELLA ROSE	RHODES, ASSATA MAKEYA
13	BOWLING, SHAEROME T	CALL, TRAON DARNELL	RONZO, CHRISTOPHER JAMES
14	BRANFORD, VICTOR DAVID	CATALON, DORIAN JOSEPH	ROSE, JOSHUA D
15	BREEDEN, MAE A	CHEESMAN, PAUL DOUGLAS	RUBIO GARCIA, HECTOR H
16	BROASTER, ANTONIO	COBO, NICHOLAS R	SAMPLES, BRYCE C
17	CARRASCO, CESAR A EDUARDO	COE, MICHELLE YVONNE	SAMUEL, ERNIE
18	CHANG, LOBSANG TAGPA DORJE	CURRY, SHANIERRA	SELLERS, DAVID H
19	DESAI, ANKUR A	DAVIS, NICOLE P	SHUE, DAVID C LYN
20	DIEZ, JORGE ANDRES	DIAZ RODRIGUEZ, ROXANN MARIE	SMITH, SHYRIA LYNNE
21	EL, UEFA CUSH	DOANE, AYONNA N	SMITH, XAVIER JAMAL
22	FIGUEROA, OMAR J	ETIENNE, CEDRIC	TAXSARA, DAPREE DAQUONE
23	FITZSIMMONS, BARBARA WYCHE	FREEMAN, JASON A	TAYLOR, MIAKKA SHIRLEN
24	FOOTE, TAMMIE	FRIEL, JOSEPH G	TAYLOR, TRIPHINUE L
25	GERICKE, CARISSA A	GARCIA, EDWIN	TOLBERT, TAMRA
26	GERLACH, BRIAN R	GARFIELD, MICHAEL STEPHEN	TORREZ, FREDRICK STEPHEN
27	GIBSON, PATRICIA M	GOLDEN, KATHLEEN	TRAN, RACHEL S
28	GIDDENS, TEVIN J	GREEN, LAKISHA DANYLE	TURKVAN, RONALD
29	GOLDSTEIN, COREY ALAN	HANNA, RIMON G	VACA, ALFONZO GABRIEL
30	GONZALO, DIANELIS PALACIO	HARMS, CURTIS C	VANCE, BRANDON PAUL
31	HUTCHING, NATASHA DOMANIQUE ZERMENO	HARRISON, DAKARAI A	VASQUEZ RAMIREZ, ANDY ALBERTO
32	JAMES, SHEILA	HEIDELBERG, CHRISTOPHER DYNALL	
33	JAMES, SHEILA	HERRERA JIMENEZ, ANTOINETTE	WILSON, CURTIS LANIEM
34	JOHNSON, EBONIA N	HOULSEN, ADAM J	WILSON, MONIQUE S
35	JOHNSON, SHERYL A	HOURY, MUKHTAR OMAR	ZIERTMAN, DEVEN MICHAEL
36	KORYCIAK, TRAVIS AUSTIN	HUMPHREY, BRITNEY CEEAISHA	
37	LIU, GELE	JOHNSON, FONTE MARIA	
38	MATTHEWS, ORLANDO	JOHNSON, KIMBERLY DENISE	
39	MCDONALD, DANIEL	JOHNSON, LERLEAN TYLER	<b>Filed After the Deadline</b>
40	MELENDEZ, JUAN ALBERTO GARCIA	JOHNSON, XAVIER TERMAINE	BAKER, DEMONTRAE JAVAR
41	MILLER, SYLVIA	JONES, CHRISTOPHER LAMONT	HANSON, FALISHA
42	MILLS, GARY RAY	JONES, KARLIN MICHAEL	PERRY, CAROLYN MAE GREENWOOD
43	MULLEN, WILLIAM C	JONES, RICHARD KAMAL	PERRY, CHAD DOUGLAS
44	OWENS, CHRISTOPHER LARUE	JOSHUA, JOHN L	GRIFFIN, JEFFREY
45	PAOLUCCI, MARANDA	KELLY, ETHEL J	MATHEWS, SENQUETTA
46	PEREZ, CARLOS A	KNIGHT, CHRISTOPHER CHANDLER TOMLINSON	
47	REHMATULLA, MINHAL K	KOTSATOS, KATHERINE T	<b>Filed by Individuals not Identified in the Class List</b>
48	REYES, BLAS LEANDRO INFANTE	KRYLOVA, IULIYA	DEGRAPHENREED, DAVID
49	ROCHA, HERENOLDO	KUPKOVA, KRISTYNA	MCJUNKINS, CODY
50	ROGERS, ANTHONY B	LANCASTER, NATHANAEL	
51	RUDDY, SEAN EDWARD	LASKEY, LAURIE M	
52	SANTIAGO, JESUS	LLOYD, DAJAHNA ALEXIA	
53	SCHOAF, LISA PATRICE	LOCKETT, GENARRO D	
54	SINGH, KULTAR	LOUIS, FEDRICHE	
55	SORRELLS, JESSICA D	LUGRAND, ALICIA	
56	SPADAFORÉ, RONALD JOSEPH	MANZONI, JORDAN ELIZABETH	
57	STANSIL, ROBERT S	MARTIN, SEAN DWAIN	
58	TAYLOR, CHAVON C	MATTHEWS, FRANDENO FORONZO	
59	TAYLOR, ROBERTA A	MAURICETTE, WIDNA	
60	THOMAS, CORNELIUS LEE	MCGILL, JUSTIN B	
61	VASALLO, CHARIS F	MCINTYRE, TASHA	
62	VENTRELLA, NICOLE	MEAKENS, MICHAEL L	
63	WASHINGTON, DANITA N	MELENDEZ, DAVID ANTHONY	
64	WEST, MEOSHIA	MITCHELL, PATRICIA ESTELLA	
65	WILSON, PAGE SHAWLEY	MOORE, MICHELLIA	
66	ZERMENO, EMMANUEL	MOORE, TINA MARQUIA LASHAY	

# EXHIBIT F

BROWN, SHENA  
OBJECTION

3/27/25, 4:00 PM

Teamwork Desk

# EXTERNAL EMAIL: Re: Court Ordered Settlement Notice

#93301312

## Customer Details

<b>Name:</b> Angelo Brown	<b>Email address:</b> [REDACTED]	<b>Company:</b>
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## Ticket Details

<b>Status:</b> Active	<b>Created:</b> March 25th 2025	<b>Type:</b> Question
<b>Assigned to:</b> Unassigned	<b>Last update:</b> March 25th 2025	<b>Source:</b> Email
<b>Priority:</b> None	<b>Inbox:</b> 822 - Norman v TransUnion	

**822**  
NORMAN v TRANS UNION  
  
OBJECTION 450001

**AB Angelo Brown**  
CC: reply-  
368560.4929@transuniondisputeaction.mailrt.com  
New status: Active

March 25th 2025, 10:59:20

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MAR 25 2025

American Legal Group

Date: March 25, 2025

Re: Objection to Class Action Settlement in Norman v. Trans Union, LLC, Civil Action No. 2:18-cv-05225-GAM  
Notice ID: 30496761  
[REDACTED]

Honorable Judge and Settlement Administrator,

I am submitting this written objection to the proposed class action settlement in the above-referenced case, in which I am a confirmed class member. While I appreciate the legal efforts made in this matter, I find the terms of the proposed settlement deeply

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inequitable, particularly with regard to the disproportionate attorney fees compared to the damages suffered by victims, including myself.

According to the settlement notice, attorneys are seeking \$7,966,667.00 in fees and expenses, while individual victims will receive \$20 to \$30 by default, or up to \$160 with an additional claim submission. This stark imbalance fails to reflect the real-world, long-term consequences that many of us as victims have faced due to Trans Union's alleged failure to reasonably investigate unauthorized hard inquiries.

For many class members, such false or unauthorized inquiries led to damaged credit scores, higher loan interest rates, denied credit opportunities, emotional distress, and the burden of time and resources spent disputing these errors. These injuries are not abstract; they directly affect our financial health, housing stability, employment opportunities, and quality of life.

In contrast, the attorneys' role—while appreciated—was to litigate facts to which they were not personally subjected. Their financial well-being was never at risk. The heart of this case rests not on legal theory, but on the lived harm experienced by the class members. A fair and reasonable settlement should reflect that reality in the allocation of funds.

Additionally, this case involves violations of the Fair Credit Reporting Act (FCRA) and potentially the Fair Debt Collection Practices Act (FDCPA). Each of these laws provides statutory damages of up to \$1,000 per violation, highlighting the severity of Trans Union's actions and the potential financial impact on victims. The proposed settlement does not come close to addressing this level of harm.

I therefore respectfully urge the Court to:

- Reduce the attorney fee award to a proportion that more equitably balances compensation between legal

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counsel and the injured parties.

- Increase the base payout for class members without requiring an additional claim form, as the damage was systemic and widespread.
- Ensure that the final structure of the settlement restores the dignity and financial loss suffered by the class, not just those litigating on our behalf.

I intend this objection to serve as a factual, good-faith appeal for fairness and accountability in a matter that impacts millions of consumers like myself.

Sincerely,  
Shena Leshea Brown  
Class Member, Norman v. Trans Union, LLC  
Notice ID: 30496761

On Tue, Mar 25, 2025 at 10:09 AM Norman v TransUnion

<Norman\_v\_TransUnion@transuniondisputeclaimaction.mailrt.com> wrote:

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Helpdesk Software by **teamwork.com**

# EXHIBIT G

TURNER, MARY  
OBJECTION

Mary Turner  
714 West Park Street  
Stockton, CA 95203

[REDACTED]  
March 03/27/2025  
ID: 30070326  
[REDACTED]

Clerk of the Court  
Settlement Administrator

Re: Objection to Proposed Award of Attorney's Fees and Service Award in Class Action Settlement Concerning Trans Union Unauthorized Credit Inquiries

Dear Settlement Administrator.

I am writing to formally object to the proposed award of attorney's fees and expenses totaling \$7,966.667.00 and the separate service award of \$50,000 to the named Plaintiff in the class action lawsuit regarding Trans Union unauthorized access to consumer credit reports.

As a class member directly affected by Trans Union actions, I strongly oppose the excessive allocation of funds to attorneys and a select individual; many affected class members, including myself, have suffered significant harm over the years without adequate redress. My case, in particular, illustrates the severe consequences of Trans Union's conduct.

From December 2016 to January 2025, I have endured ongoing hardship due to Trans Union's unlawful access to my credit report without a permissible purpose. Despite multiple disputes, including a certified 502 Letters, Trans Union failed to remove the disputed hard inquiry and did not contact the company I identified in my requests. As a result of this negligence and misconduct, my creditworthiness

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suffered, causing financial distress that impacted not only myself but also my children and family.

Due to the unjustified hard inquiry and its subsequent negative impact on my credit profile, I have faced difficulty securing loans, obtaining housing, and accessing necessary financial resources. The stress and emotional toll have been profound, contributing to significant hardship over these nine years. The damage to my financial stability has had a cascading effect on my family's well-being, limiting opportunities and causing undue suffering.

Given the severity of the harm experienced by myself and other class members, I firmly believe that the proposed allocation of fund should prioritize meaningful compensation for affected individuals rather than disproportionately benefiting attorneys and a single class representative. I respectfully urge the court to reconsider the distribution of settlement funds to ensure that those who have been truly harmed receive fair and just relief. I request that this letter be entered into the record as an official objection in this case. I appreciate the Court's consideration of my concerns and look forward to a fair and just resolution.

Sincerely

Mary H Turner

# EXHIBIT H

WILLIAMS, DESIREE

OBJECTION

Note: Pages 4-71 are not included as they contain volumes of personal information. These pages can be provided to the Court upon Request.

**Attestation Letter for Class Action Settlement Damages**

Desiree Williams [REDACTED]  
4013 17<sup>th</sup> Street  
Chesapeake Beach, MD 20732  
[REDACTED]  
[REDACTED]

May 8, 2025

Norman V Trans Union, LLC  
c/o Settlement Administration

PO box 23489  
Jacksonville, FL 32241

Re: Norman v. TransUnion, LLC, No. 2:18-CV-05225

Dear Norman V Trans Union, LLC Representatives,

I am a participating class member in the class action lawsuit, Norman v Trans Union, LLC, and I object to the settlement and attorney fees . As this settlement does not accurately reflect the impact and compensation of damages for me directly. I have not objected to a class action lawsuit in the past. While I do not plan to appear at the hearing I am hoping the court and attorneys provide reasonable consideration on how this violation has impacted my life on a larger scale.

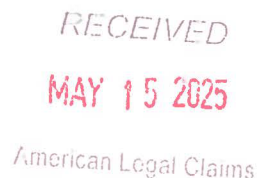
I am writing to formally attest to the damages I have experienced because of Trans Union’s failure to conduct reasonable investigations when disputed errors in my credit report, which have significantly impacted my financial standing and overall well-being. These negligent practices have resulted in undue payout/settlements on incorrect accounts, high interest rates on my mortgage on both my HELOC and Primary Home loans, and unwarranted excessive down payment during purchases. In addition to denied credit application, and reputational damage. Trans Union consistently fail to fulfill their investigative obligations, and its negative impact have been stressful and financially strenuous.

Attached are supporting documentation that supports my request for reimbursement and consideration for adequate compensation from the impact of this breach in legal responsibility

1. **Financial Losses:** I have experienced financial losses totaling approximately **[\$171, 634.31]**, which were directly attributed to [HELOC and Mortgage increased interest rates], payout of inaccurate accounts, and its emotional toll on my life.

➤ Closing Cost and expenses related to mortgage due to inflated interest rate:

- HELOC rate reimbursement request 8% of \$225,000( **\$18,000**)
- Mortgage rate reimbursement request 6.625% of \$490,000( **\$29,400**)
- 1% of Loan Amount (Points) **\$3920** – Interest Points purchase to lower interest rate
- Closing Cost **\$18,934.34**
- Down Payment: **\$97, 998.97**



- Settlement of accounts due to failure to investigate appropriately.
  - LVNV \$408
  - American Acceptance Credit- Payments from March 2024- Settlement (**\$2500**)
  
- Debit Management software
  - Credit Versio: \$24.95 monthly for 1 year (**\$299.40**)
  - Postage cost, travel time, and gas for multiple letters to request investigation via certified mail receipts. (**\$125**)
  
- 2. **Emotional Distress:** The situation caused significant emotional distress, including stress and anxiety.
  - Medical: psychotherapy for constant worry and anxiousness
  
- 3. **Denied Opportunities:** I was unjustly denied credit extensions and loan approvals, which hindered my ability to lower interest rates on a home and secure the necessary financial resource.
  
- 4. **Reputational Impact:** The inaccuracies have unjustly tarnished my financial reputation, affecting my credibility with lenders and financial institutions.

### Supporting Documentation

To substantiate my claims, I have attached the following documentation:

- **Receipts and Invoices:** Copies of relevant receipts and invoices that illustrate the financial losses incurred.
  
- **Correspondence:** Copies of Certified Mail correspondence with Transunion multiple attempts to resolve the errors.
  
- **Medical Records:** Relevant medical records or statements from healthcare providers attesting to the emotional or physical impact experienced.

### Conclusion

I affirm that the above statements and attached documents accurately represent the damage. I have endured due to the actions of Trans Union. I sincerely hope this attestation will assist in ensuring fair compensation is awarded to all affected parties in the class action settlement.

Please feel free to contact me at [REDACTED] should you require any further information or clarification.

Thank you for your attention to this matter.

Sincerely,



Desiree Williams

# **Exhibit 3**

**From:** [Susan David](#)  
**To:** [Jody Lopez-Jacobs](#)  
**Cc:** [Lauren Brennan](#); [Joan Raughley](#); [Emma LeMeunier](#); [Evan Edwards](#); [Stuart Bowie](#); [Wyatt Beaubouef](#); [Chelsea Bourque](#)  
**Subject:** RE: Dorian Joseph Catalon  
**Date:** Wednesday, June 25, 2025 1:07:03 PM  
**Attachments:** [image001.png](#)

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Good Afternoon:

Please let this email serve as confirmation that our firm and Mr. Evan Edwards do **NOT** represent Mr. Dorian Joseph Catalon in this suit or in any future legal actions.

My apologies for the typo in the 1<sup>st</sup> email.

Best -

**Susan David**  
Office Manager

**EDWARDS & BOWIE**

969 Coolidge Blvd  
Lafayette, Louisiana 70503  
Office: (337) 237-0492  
Fax: (337) 232-7758  
[susan@ebolegal.com](mailto:susan@ebolegal.com)

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**EDWARDS & BOWIE**

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**From:** Susan David  
**Sent:** Wednesday, June 25, 2025 11:57 AM  
**To:** Jody Lopez-Jacobs <jlopez-jacobs@consumerslaw.com>  
**Cc:** Lauren Brennan <lbrennan@consumerlawfirm.com>; Joan Raughley

<jraughley@consumerslaw.com>; Emma LeMeunier <emma@ebolegal.com>; Evan Edwards <edwards@ebolegal.com>; Stuart Bowie <bowie@ebolegal.com>; Wyatt Beaubouef <wyatt@ebolegal.com>; Chelsea Bourque <chelsea@ebolegal.com>

**Subject:** RE: Dorian Joseph Catalon

Good Afternoon:

Please let this email serve as confirmation that our firm and Mr. Evan Edwards do represent Mr. Dorian Joseph Catalon in this suit or in any future legal actions.

Best -

**Susan David**

Office Manager

**EDWARDS & BOWIE**

969 Coolidge Blvd

Lafayette, Louisiana 70503

Office: (337) 237-0492

Fax: (337) 232-7758

[susan@ebolegal.com](mailto:susan@ebolegal.com)

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**EDWARDS & BOWIE**

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**From:** Jody Lopez-Jacobs <[jlopez-jacobs@consumerslaw.com](mailto:jlopez-jacobs@consumerslaw.com)>

**Sent:** Wednesday, June 25, 2025 11:08 AM

**To:** Susan David <[susan@ebolegal.com](mailto:susan@ebolegal.com)>

**Cc:** Lauren Brennan <[lbrennan@consumerlawfirm.com](mailto:lbrennan@consumerlawfirm.com)>; Joan Raughley <[jraughley@consumerslaw.com](mailto:jraughley@consumerslaw.com)>

**Subject:** Dorian Joseph Catalon

Good afternoon,

I along with my firm are co-Class Counsel in the class action *Norman v. Trans Union, LLC*, No. 2:18-cv-05225, in the U.S. District Court for the Eastern District of Pennsylvania. The class action is in the process of settling, and an individual by the name of Dorian Joseph Catalon has filed an objection to the settlement. In his objection filing (attached), Mr. Dorian identified Mr. Evan Edwards of your firm, Edwards & Bowie, as his lawyer, and Mr. Dorian attests that Mr. Edwards “has agreed to attend/represent me on the behalf of the lawsuit at the final approval hearing.”

I just spoke with your firm and was informed that Mr. Edwards and your firm are no longer representing Mr. Dorian in any matters. Please confirm this by reply email so that we can inform the Court.

Thank you,

Jody Thomas López-Jacobs, Esq. (he/him)  
Flitter Milz, P.C.  
450 N. Narberth Ave, Suite 101  
Narberth, PA 19072  
Phone: 610-668-0011  
Fax: 610-667-0552

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