

**A FEDERAL COURT ORDERED THIS NOTICE.**

*Shabani Stewart, et al. v. Early Warning Services, LLC*  
United States District Court, District of New Jersey, Civil Action No. 2:18-cv-03277-CCC-SCM

**THIS NOTICE IS IMPORTANT TO YOU BECAUSE YOU MAY HAVE RECEIVED  
A SUMMARY FILE DISCLOSURE FROM EARLY WARNING SERVICES, LLC**

**A class action lawsuit has settled, and we are sending this to you to explain how this settlement will affect you. This settlement will not pay you money but will provide new rights and benefits related to file disclosures provided by Early Warning Services, LLC.**

- The Court has ordered this notice to be sent to you because records show you requested a file disclosure from Early Warning Services, LLC (“EWS” or the “Defendant”) and EWS sent you a “Summary File Disclosure” and provided you with the option to request a “Comprehensive File Disclosure” that may have contained additional information.
- Your legal rights are affected by the proposed (b)(2) Settlement even if you do nothing.
- Your rights and options – and the deadlines to exercise them – are explained in this notice. Please read this entire notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You do not have to do anything to benefit from the proposed Injunctive Relief Settlement. If the (b)(2) Settlement is finally approved, you will not be able to sue EWS for statutory and punitive damages or on a class action basis in connection with the file disclosure EWS provided to you. You retain your right to sue for actual damages. ( <i>see</i> Questions 5 - 6)
<b>GO TO A HEARING</b>	Write to ask to speak to the Court about the fairness, reasonableness or adequacy of the settlement. Your Notice of Intent to Appear must be filed by <b>May 11, 2020</b> ( <i>see</i> Questions 11 - 14)
<b>OBJECT</b>	If you want to object to this settlement, you may write to the Court about why you do not like it. Your objection must be filed by <b>May 11, 2020</b> .

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**1. WHY DID I RECEIVE THIS NOTICE?**

You and other members of this class action requested a copy of your file disclosure from EWS and received a “Summary File Disclosure” from EWS and you were provided with the option to request a “Comprehensive File Disclosure” that may have contained additional information. The settlement of this claim is called the (b)(2) Settlement.

A Court authorized the notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give “final approval” to the settlement. This notice explains the lawsuit, the settlement, and your legal rights. Judge Claire C. Cecchi, of the United States District Court for the District of New Jersey, is overseeing this class action. The case is known as *Stewart v. Early Warning Services, LLC*, No. 2:18-cv-03277-CCC-SCM (the “Lawsuit”).

A Court authorized this notice to inform you about the proposed (b)(2) Settlement and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to approve the (b)(2) Settlement. This notice is only a summary of the proposed (b)(2) Settlement. More details about the (b)(2) Settlement are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [www.FileDisclosureFCRASettlement.com](http://www.FileDisclosureFCRASettlement.com).

**2. WHAT IS THIS LAWSUIT ABOUT?**

Shabani Stewart (the “Plaintiff”) claims the Defendant violated the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the “FCRA”) in connection with responding to consumer file disclosure requests. The Plaintiff contends EWS violated the FCRA by failing to provide, upon a consumer’s request, the complete contents of all information in the consumer’s file at the time of such request.

The Plaintiff asserts that members of the (b)(2) Settlement Class requested the contents of their files from EWS, and EWS responded by providing a “Summary File Disclosure” and provided members of the Settlement Class with the option to request a “Comprehensive File Disclosure,” that may have contained additional information.

EWS has denied all claims in the Lawsuit and contends that it acted lawfully and in compliance with the FCRA at all times. Despite denying liability and wrongdoing, EWS has decided it is in its best interest to settle the Lawsuit to avoid the burden, expense, risk, and uncertainty of continuing the Litigation.

In addition to the claim described above, the Plaintiff and EWS have reached a class settlement related to other allegations in the complaint. Specifically, Plaintiff also contends that EWS violated the FCRA by failing to use the term “Fraud” in a consumer’s file disclosure when a “Fraud Record” was reported by a financial institution with respect to that consumer. The settlement of these other allegations is referred to as the “(b)(3) Settlement.” Based upon EWS’ records, you do not appear to be a member of the (b)(3) Class. Information about the (b)(3) Settlement can be found at [www.FileDisclosureFCRASettlement.com](http://www.FileDisclosureFCRASettlement.com).

### 3. HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

You are a member of the (b)(2) Settlement Class and are affected by the settlement if you requested a copy of your file disclosure from the Defendant on or after March 7, 2016 and on or before February 21, 2020, and if you received a “Summary File Disclosure.”

Specifically, for the purposes of settlement only, the Court has provisionally certified the following (b)(2) Settlement Class:

“(b)(2) Class” means all natural persons residing in the United States who, from March 7, 2016 through February 21, 2020, requested from EWS the contents of their file maintained by EWS, where in response thereto, EWS provided to such consumer a “Summary File Disclosure.” Excluded from the (b)(2) Settlement Class are individuals who have previously released his or her claims against EWS, who had a record of a match in the Internal Fraud Prevention Service and the Judge overseeing the Litigation.

### 4. WHAT AM I GETTING FROM THIS SETTLEMENT?

The benefits for the (b)(2) Class Members fall under the category of injunctive relief. An injunction occurs when a court orders a person to do or not to do something – in this case certain changes to Defendant’s business practice.

**Process Changes.** As part of the Settlement, Defendant will implement a new process by which Defendant will provide a single file disclosure in response to a consumer request for a disclosure under 15 U.S.C. § 1681g, which disclosure will include all information maintained in a consumer’s file that is used in a product or service that is subject to the FCRA.

(b)(2) Settlement Class Members do not have to pay or buy anything, register, or provide any information to benefit from the changes in business practice provided by the Settlement Agreement. **There will be no payments to the (b)(2) Class Members.**

## HOW YOU GET SETTLEMENT BENEFITS

### 5. HOW DOES THE PROPOSED SETTLEMENT AFFECT MY RIGHTS?

If the proposed (b)(2) Settlement is finally approved by the Court, then you will be giving up the right to file a lawsuit against the Defendant for statutory or punitive money damages relating to any violation of FCRA § 1681g (and any FCRA State Equivalent) and all claims based upon or related to the content, form, manner, or nature of the consumer disclosures provided in response to a consumer’s request for the contents of the

consumer's file. This means you cannot seek, or continue to seek, statutory or punitive damages based on any of the Defendant's alleged violations of the FCRA § 1681g (and any FCRA State Equivalent) or any claim based upon or related to the content, form, manner, or nature of the consumer disclosures provided in response to a consumer's request for the contents of the consumer's file. You will be giving up all such claims, whether or not you know about them. However, the (b)(2) Settlement does not release any claims you may have for actual damages against the Defendant.

(b)(2) Settlement Class Members also waive their right to pursue, in the future, any claims, liabilities, proceedings, or relief against Defendant and the released parties using the class action procedural device, as a mass action, private attorney general action or through any other non-individual mechanism, to the extent the claim, liability, proceeding, or relief alleges a violation of 15 U.S.C. § 1681g (or any FCRA State Equivalent) or is based upon or related to the content, form, manner or nature of consumer disclosures provided to the Class Member in response to his or her request to Defendant for the contents of his or her file.

The precise terms of the release and agreements are explained in the Settlement Agreement, which you can view on the Settlement website, [www.FileDisclosureFCRASettlement.com](http://www.FileDisclosureFCRASettlement.com).

The Court's decision in this case will apply to you even if you object to the (b)(2) Settlement or have any other claim, lawsuit, or proceeding pending against the Defendant or any of the Released Parties relating to the same claims. If you have any questions about the release, then you should visit the Settlement website, [www.FileDisclosureFCRASettlement.com](http://www.FileDisclosureFCRASettlement.com), for more information or consult with a lawyer. See Question 6 below for more information about seeking legal advice about the Settlement.

## 6. WHAT IF I WANT TO PURSUE A CLAIM FOR DAMAGES?

This settlement does not compensate you for any damages or pay you any money. You still have the right to seek such actual damages, but you will have to pursue your own individual claim separate from this settlement. Nothing in this settlement requires Defendant to honor the claim and Defendant may assert any available defenses.

If you intend to pursue a claim for actual damages, the time for you to pursue such a claim may run out soon because of the statute of limitations. This lawsuit may have tolled the statute of limitations for your individual claim but, if applicable, this time period will restart after the Effective Date. If you intend to file your own claim, you should act immediately.

## 7. CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

No. The proposed Settlement requires the Defendant to make substantial revisions to its business processes and implement procedures to ensure it changes its business practices to benefit all (b)(2) Class Members, equally. As explained in Question 4, this type of benefit is injunctive. Under this type of class action, you cannot exclude yourself from the Class or this proposed Settlement.

## 8. DO I HAVE A LAWYER IN THE CASE?

The Plaintiff retained **Gabriel Y. Posner of Posner Law PLLC**, 270 Madison Avenue, Suite 1203, New York, NY 10016 to represent her. In connection with the preliminary approval of the settlement, the Court appointed this attorney to represent you and other members of the Settlement Class. This attorney is called "**Class Counsel**." This lawyer will not separately charge you for his work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 9. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for an award of attorneys' fees and costs and expenses incurred in this matter, which the Defendant has agreed to pay as part of the Settlement Fund, with Class Counsel requesting no more than \$185,000 for work performed on behalf of the (b)(2) Class. Class Counsel will also seek additional attorneys' fees for work performed on behalf of the (b)(3) Class. However, the Court may ultimately award less than the amount of attorneys' fees sought. Counsel representing the class has handled this case on a contingency basis. To date, Class Counsel has not been paid anything for its work, and has paid all of the litigation costs out-of-pocket, without any reimbursement. Class Counsel will be required to submit a fee request to the court demonstrating why the fee they are seeking is reasonable. This petition will be available on the Settlement Website no later than the business day after it is filed.

(b)(2) Class Members do not have to pay any attorneys' fees in connection with the settlement.

## 10. IS THE PLAINTIFF ENTITLED TO A SEPARATE PAYMENT?

The Plaintiff found a lawyer to represent her and the (b)(2) Settlement Class, litigated this case, participated in discovery, and participated in settlement negotiations. As compensation for her work on behalf of the (b)(2) Class Members, the Plaintiff will ask the Court to approve a payment to her of an amount not to exceed \$3,750. Additionally, for her work on behalf of the (b)(3) Class, Plaintiff will request compensation of an additional \$3,750. The Court may ultimately award less than the requested amount.

## 11. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a (b)(2) Settlement Class Member, you can object to the settlement if you do not think any part of the settlement is fair, reasonable, or adequate. You can and should explain the detailed reasons why you think that the Court should not approve the settlement, if this is the case. The Court and Class Counsel will consider your views carefully. To object, you must send a letter stating that you object to the settlement in *Stewart v. Early Warning Services, LLC*. Be sure to include: (1) the name of this lawsuit, *Stewart v. Early Warning Services, LLC*, Civil Action No. 2:18-cv-03277-CCC-SCM; (2) your full name, current address, telephone number, and last four digits of your Social Security number; (3) a detailed explanation of the reasons you object to the settlement and any papers in support of your position; and (4) signed verification of membership in the Settlement Class. Mail the foregoing to these three different places postmarked by **May 11, 2020**:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court United States District Court District of New Jersey 50 Walnut Street Room 4015 Newark, NJ 07101	Gabriel Y. Posner 270 Madison Avenue Suite 1203 New York, NY 10016	Cindy D. Hanson TROUTMAN SANDERS LLP 600 Peachtree St. NE Suite 3000 Atlanta, GA 30308

There are additional requirements necessary for your attorney if you retain one. These are available as stated in the Settlement Agreement and Preliminary Approval Order.

## 12. WHEN AND WHERE WILL THE COURT DECIDE TO APPROVE THE SETTLEMENT?

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

The Court will hold a fairness hearing on **June 22, 2020** at **10:00AM** in Courtroom MLK 2B of the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07101. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have submitted timely requests to speak at the hearing. The Court may also decide the amount that Class Counsel and the Plaintiff will be paid. After the hearing, the Court will decide whether to finally approve the settlement. The time, date, and location of the hearing may change without further notice to you.

### **13. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense if you so desire. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### **14. MAY I SPEAK AT THE HEARING?**

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Stewart v. Early Warning Services, LLC*.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be sent to the Clerk of Court, Class Counsel, and Defense Counsel, at the three addresses previously provided in Section 11, and must be received by **May 11, 2020**. You cannot speak at the hearing if you have excluded yourself.

### **15. HOW DO I GET MORE INFORMATION?**

You can visit the website at [www.FileDisclosureFCRASettlement.com](http://www.FileDisclosureFCRASettlement.com). You may call the Settlement Administrator at 1-888-964-1158. Or you can write to the Settlement Administrator, Stewart v. Early Warning Services, LLC Settlement, c/o JND Legal Administration, PO Box 91365 Seattle, WA 98111. You may also access the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.njd.uscourts.gov/cgi-bin/ShowIndex.pl>; or by visiting the office of the Clerk of the Court for the United States District Court for the District of New Jersey, 50 Walnut Street, Room 4015, Newark, NJ 07101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CALL THE COURT, THE CLERK, OR THE DEFENDANT  
REGARDING THIS SETTLEMENT.**