

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
AND YOUR FILE MAY HAVE CONTAINED A FRAUD RECORD.**

YOU COULD GET MONEY FROM A CLASS ACTION SETTLEMENT.

**A class action lawsuit has settled, and we are sending this to you to explain
how this settlement will affect you.**

- The Court has ordered this notice to be sent to you because records show that 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. In addition, records show your EWS file may have contained a Fraud Record, but the disclosure EWS sent you did not use the word “fraud”.
- If you participate in this settlement, you will automatically be paid a settlement amount of approximately \$59.
- You have other important rights in connection with this settlement, as detailed below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING	If the Court approves the settlement, a check in an amount of approximately \$59 will be mailed to you. You do not need to submit a claim form or otherwise take any action. You will also give up your right to object to the Settlement and you will not be able to be a part of any other lawsuit about the legal claims in this case.
EXCLUDE YOURSELF	<p>As described below, you are a member of two Settlement Classes. If you want to exclude yourself from the (b)(3) Settlement Class, you must submit an opt-out form. You will not receive any money. Your request to exclude yourself from the settlement must be postmarked by May 11, 2020. Opt-out forms must be submitted individually. Enclosed is an opt-out form for your signature. If you wish to receive money, then do not mail in the form.</p> <p>If you exclude yourself, you remove yourself from participation in the (b)(3) Settlement Class and do not receive a benefit from the (b)(3) Settlement. However, you retain certain rights to file a separate lawsuit against the Defendant. If you choose this option, it is important that you promptly speak to an attorney because of the time-sensitive nature of claims under the Fair Credit Reporting Act.</p> <p>You are also a member of the (b)(2) Settlement Class. You cannot exclude yourself from the (b)(2) Settlement Class or the (b)(2) Settlement.</p>
OBJECT	You remain a class member, but you may write to the Court about why you do not like the settlement. Your objection must be filed by May 11, 2020 .

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still must decide whether to approve the settlement. Please be patient.

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1. WHY DID I RECEIVE THIS NOTICE?

You received a notice because you and other members of this class action are a part of two Settlements: the (b)(2) Settlement and (b)(3) Settlement.

You and other members of this class action are a part of the (b)(2) Settlement because you 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.

In addition, you and other members of this class action are a part of the (b)(3) Settlement because you requested a copy of your file disclosure from Defendant and, while your EWS file may have contained a Fraud Record, the disclosure EWS sent you did not use the word “fraud.” The settlement of this claim is called the “(b)(3) 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) and (b)(3) Settlements and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to approve the (b)(2) Settlement and (b)(3) Settlement. This notice is only a summary of the proposed (b)(2) and (b)(3) Settlements. More details about the proposed (b)(2) and (b)(3) Settlements are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting 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.

In addition, the Plaintiff claims that members of the (b)(3) Settlement Class requested the contents of their files from EWS, and that EWS did not use the word “fraud” in disclosing Fraud Records in the disclosures it provided to these consumers.

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.

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

You are a member of the (b)(2) and (b)(3) Settlement Classes and are affected by the settlement if:

1. You requested a copy of your file disclosure from the Defendant between March 7, 2016 and February 21, 2020;
2. if you received a “Summary File Disclosure”; and
3. if your resulting file disclosure indicated that the Defendant maintained a Fraud Record about you but the file disclosure did not use the word “fraud.”

EWS’ records indicated you are a member of both the (b)(2) and (b)(3) Settlement Classes.

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.

Specifically, for the purposes of settlement only, the Court has provisionally certified the (b)(3) Settlement Class defined as follows.

“(b)(3) Settlement 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 his or her file maintained by EWS, where EWS had, in such consumer’s file, at least one Fraud Record, where EWS in response to such request, provided a file disclosure to such consumer but where such file disclosure did not use the term “fraud.” Excluded from the (b)(3) 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 DOES THE SETTLEMENT PROVIDE?

(b)(2) 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 changes certain of 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.**

(b)(3) Settlement

The Defendant has agreed to pay \$3,975,000 (the “**(b)(3) Settlement Fund**”) for the benefit of the (b)(3) Settlement Class. Payments will be made by check to each class member in the amount of approximately \$59. Because the amount of each check is subject to a *pro rata* deduction from the Settlement Fund for attorneys’ fees and costs approved by the

Court, the expected payment is the “net” amount stated above. This is an approximate amount and the amount that you actually receive could be less.

In addition, as part of the Settlement, Defendant will implement a new process by which Defendant will revise the language it uses when disclosing a Shared Fraud record to a consumer to include the word “fraud” in the disclosure.

BECAUSE YOU ARE A MEMBER OF BOTH THE (b)(2) AND (b)(3) SETTLEMENT CLASSES, YOU ARE ENTITLED TO RECEIVE THE PAYMENT FROM THE (b)(3) SETTLEMENT FUND DESCRIBED ABOVE, AS LONG AS YOU DO NOT OPT-OUT FROM THE (b)(3) SETTLEMENT.

5. HOW CAN I GET A BENEFIT?

You do not need to do anything to receive a cash payment under this settlement. If the settlement is finally approved, and you do not exclude yourself from the (b)(3) Settlement Class, you will automatically receive a payment. The check will be mailed to the address appearing in the Defendant’s records. If your address has changed or is changing, you may contact the Settlement Administrator at the address listed at Question 19.

6. WHEN WOULD I GET MY SETTLEMENT CHECK?

The Court will hold a hearing on **June 22, 2020** to decide whether to approve the settlement. If the Court approves the settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year after Court approval. The progress of the settlement will be reported at the settlement website: www.FileDisclosureFCRASettlement.com. Please be patient.

7. WHAT DO I GIVE UP BY STAYING IN THE SETTLEMENT?

By doing nothing and staying in the Settlement Classes, you will be giving up your right to object to the Settlement and you will not be able to be a part of any other lawsuit about the legal claims in this case.

(b)(2) Settlement Class:

You cannot exclude yourself from the (b)(2) Settlement Class. 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.

(b)(3) Settlement Class:

If you stay in the Settlement and do not exclude yourself from the (b)(3) Settlement Class, you cannot be part of any other lawsuit against the Defendant (or other parties released by the settlement) about the legal claims in this case. It also means that all of the Court’s orders will apply to you and legally bind you. You will agree to a “Release of Claims,” stated below, which describes exactly the legal claims that you may give up. Basically, you are releasing your right to sue for any violation of federal or state law based on the manner, form and content of Defendant’s file disclosure, and any claims that the Defendant did not disclose to you the contents of your file.

The (b)(3) “Release” contained in the Settlement Agreement states:

As of the Effective Date, all members of the Class fully, finally, completely, and forever release and discharged the Released Persons from any and all Claims, Liabilities, Proceedings and Relief that arose

on or before the Effective Date and that any Class Member had, now has, or may have in the future under 15 U.S.C. 1681g (and any FCRA State Equivalent) or is based upon or related to the content, form, manner or nature of the consumer disclosure provided to the Class Member in response to his or her request to EWS for the contents of his or her file.

The full release and list of released parties may be found at www.FileDisclosureFCRASettlement.com or by calling 1-888-964-1154 for assistance.

If you decide to exclude yourself from the (b)(3) Settlement Class, you will still remain a member of the (b)(2) Settlement Class.

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.

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, for more information or consult with a lawyer. See Question 9. below for more information about seeking legal advice about the Settlement.

8. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you do not want to remain a member of the (b)(3) Settlement Class, but you want to maintain your right to sue or continue to sue the Defendant for actual damages on your own, you must take steps to exclude yourself from the (b)(3) Settlement Class. This is sometimes referred to as "opting out" of the Settlement Class. Opting out gives you the right to bring your own lawsuit but does not guarantee that your own lawsuit will be successful.

You may "opt out" or exclude yourself from the (b)(3) Settlement as explained below.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE MAY 11, 2020 WILL NOT BE HONORED.

You cannot exclude yourself by telephone or by e-mail. You also cannot exclude yourself by mailing a request to any location other than that specified below or by mailing a request after the deadline. You also cannot exclude yourself as part of a group, aggregate, or class involving more than one consumer.

If you exclude yourself, you should promptly consult your own attorney about your rights as the time to file an individual lawsuit is limited.

To exclude yourself from the (b)(3) Settlement, you must complete the attached Exclusion Request, selecting "I am opting out" where indicated, or send a letter stating that you want to be excluded from the settlement of *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, and telephone number; (3) a statement of intention to exclude yourself from the settlement; and (4) your signature. You must mail your Exclusion Request so that it is postmarked no later than **May 11, 2020** to:

Exclusion Requests – Stewart v. Early Warning Services, LLC Settlement
c/o JND Legal Administration
PO Box 91365
Seattle, WA 98111

You cannot exclude yourself from the (b)(2) Settlement. The proposed (b)(2) 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 (b)(2) Settlement Class or the (b)(2) Settlement.

9. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue the Defendant for the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from *this* class action to continue your own lawsuit. Remember, your Exclusion Request must be postmarked by May 11 2020.

10. IF I EXCLUDE MYSELF, CAN I GET ANY MONETARY BENEFIT FROM THE SETTLEMENT?

No.

11. 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 (b)(2) and (b)(3) Settlement Classes. 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.

12. 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 \$925,000. However, the Court may ultimately award less than this amount. The attorneys representing the class have handled this case on a contingency basis. To date, they have not been paid anything for their work, and they have 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) and (b)(3) Settlement Class Members do not have to pay any attorneys’ fees in connection with the settlement.

13. IS THE PLAINTIFF ENTITLED TO A SEPARATE PAYMENT?

The Plaintiff found a lawyer to represent her and the (b)(2) and (b)(3) Settlement Classes, litigated this case, participated in discovery, and participated in settlement negotiations. As compensation for her work on behalf of the (b)(2) and (b)(3) Class Members, the Plaintiff will ask the Court to approve a payment to her of a total amount not to exceed \$7,500. The Court may ultimately award less than the requested amount.

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

You can object to either or both the (b)(2) Settlement or the (b)(3) 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.

15. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the settlement. You can object to the (b)(3) Settlement only if you remain in the (b)(3) Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the (b)(3) Settlement Class. If you exclude yourself, you have no basis to object to the (b)(3) Settlement because it no longer affects you. However, even if you exclude yourself from the (b)(3) Settlement, you can still object to the (b)(2) Settlement.

16. 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.

17. 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.

18. 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 14, and must be received by **May 11, 2020**. You cannot speak at the hearing if you have excluded yourself.

19. HOW DO I GET MORE INFORMATION?

You can visit the website at www.FileDisclosureFCRASettlement.com. You may call the Settlement Administrator at 1-888-964-1154. 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.**

Exclusion Request –Stewart Settlement Administrator
Receive No Monetary Settlement Benefits

(If you choose this option, you will not receive a settlement check)

To exclude yourself from the (b)(3) Settlement, you must complete the attached Exclusion Request, selecting “I am opting out” where indicated, or send a letter stating that you want to be excluded from the settlement of the *Stewart v. Early Warning Services, LLC* case. 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, and telephone number; (3) a statement of intention to exclude yourself from the settlement; and (4) your signature.

You must mail your Exclusion Request so that it is postmarked no later than **May 11, 2020** to:

Exclusion Requests – Stewart v. Early Warning Services, LLC Settlement
c/o JND Legal Administration
PO Box 91365
Seattle, WA 98111

Exclusion Request – Stewart Settlement Administrator

FILL OUT AND RETURN THIS FORM **ONLY** IF YOU WISH TO EXCLUDE YOURSELF FROM THE SETTLEMENT. IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT, DO NOT RETURN THIS FORM.

I am opting out of the settlement in *Stewart v. Early Warning Services, LLC*, Civil Action No. 2:18-cv-03277-CCC-SCM.

Full Name:	
Current Address:	
Phone Number:	

Signature