
SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is between Shabani Stewart (“Plaintiff”), individually and as representative of the classes of persons identified below, and Early Warning Services, LLC (“EWS” or “Defendant”).

Article 1 **BACKGROUND**

- (a) On March 7, 2018, Plaintiff filed an action styled as *Shabani Stewart, et al. v. Early Warning Services, LLC* in the United States District Court for the District of New Jersey (Civil Action No. 2:18-cv-03277-CCC-SCM), alleging, among other things, that EWS failed to comply with the Fair Credit Reporting Act.
- (b) On May 29, 2018, EWS filed an Answer to Plaintiff’s Complaint, denying it violated the FCRA or otherwise harmed Plaintiff.
- (c) On November 20, 2018, Plaintiff filed her First Amended Complaint, alleging EWS violated § 1681g of the FCRA, 15 U.S.C. § 1681g.
- (d) On December 17, 2018, EWS filed its Answer to the First Amended Complaint, denying it violated the FCRA or otherwise harmed Plaintiff.
- (e) Between August 2018 and April 2019, the parties completed substantial written discovery, including document productions and non-party discovery.
- (f) On June 4, 2019, the parties conducted an arms-length, contentious, lengthy, and complicated in-person mediation session with the Honorable Diane Welsh in Philadelphia, PA. Judge Welsh is a well-respected mediator with substantial experience in mediating disputes arising under the FCRA. At the conclusion of the mediation session, the parties reached an agreement in principle to settle the case.
- (g) The Parties are willing to enter into this Settlement Agreement to settle the claims of the

Settlement Class Members because of, among other things, the attendant expenses, risks, difficulties, delays, and uncertainties of further litigation, including appeals.

- (h) Plaintiff and Settlement Class Counsel believe that this Settlement Agreement provides fair, reasonable, and adequate relief to the Settlement Class Members, and is in their best interest to be settled, compromised, and dismissed on the merits and with prejudice on the terms set forth below.
- (i) EWS denies all claims asserted against it in the Litigation, denies that class certification would be appropriate if the case was litigated rather than settled, denies all allegations of wrongdoing and liability, and denies that anyone was harmed by the conduct alleged, but nevertheless desires to settle Plaintiff's and the Settlement Class Members' claims solely for the purposes of avoiding the burden, expense, risk, and uncertainty of continuing the Litigation and of putting to rest the controversies engendered.
- (j) The statements above are true and correct and are a substantive part of this Settlement Agreement.

Article 2 **DEFINITIONS**

As used in this Settlement Agreement, the terms defined below have the meanings assigned to them when capitalized in the same fashion as in this Article 2.

- (a) **“(b)(2) Class”** means all natural persons residing in the United States who, from March 7, 2016 through the date of Preliminary Approval, 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 (a) who have previously released his or her claims against EWS, (b) who had a record of a match in the Internal Fraud Prevention Service and (c) the Judge overseeing the Litigation.

- (b) “**(b)(2) and (b)(3) Class Combined Notice**” means notice in the form substantially similar to Exhibit A attached hereto.
- (c) “**(b)(2) Class Short Form Notice**” means notice in the form substantially similar to Exhibit B attached hereto.
- (d) “**(b)(2) Class Long Form Notice**” means notice in the form substantially similar to Exhibit C attached hereto.
- (e) “**(b)(2) Class Member**” means a member of the (b)(2) Class.
- (f) “**(b)(2) Released Claims**” has the meaning set out in Subsection 6.10.1.
- (g) “**(b)(2) Settlement Fund**” has the meaning set out in Subsection 6.1.1.
- (h) “**(b)(3) Class**” means all natural persons residing in the United States who, from March 7, 2016 through the date of Preliminary Approval, 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 (a) who have previously released his or her claims against EWS, (b) who had a record of a match in the Internal Fraud Prevention Service and (c) the Judge overseeing the Litigation.
- (i) “**(b)(3) Class Notice**” means notice in the form substantially similar to Exhibit D attached hereto.
- (j) “**(b)(3) Class Member**” means a member of the (b)(3) Class.
- (k) “**(b)(3) Released Claims**” has the meaning set out in Subsection 5.11.1.
- (l) “**(b)(3) Settlement Fund**” has the meaning set out in Subsection 5.1.1.
- (m) “**Claims**” means all actions, causes of action, proceedings, adjustments, executions, offsets,

contracts, judgments, obligations, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, variances, covenants, trespasses, damages, demands, agreements, promises, liabilities, controversies, costs, expenses, attorneys' fees and losses, whether in law, in admiralty, in equity, or otherwise, and whether based on any federal law, state law, foreign law, common law right of action, or otherwise, and whether asserted orally or in writing or otherwise, and whether foreseen or unforeseen, and whether matured or unmatured, and whether known or unknown, and whether accrued or not accrued, and whether existing now or to be created in the future.

- (n) “**Court**” means the United States District Court for the District of New Jersey.
- (o) “**Defendant’s Counsel**” means Troutman Sanders LLP.
- (p) “**Distribution Stale Date**” means the last date on which checks sent to (b)(3) Class Members under Subsection 5.9.3 expire or otherwise go stale, which shall be 90 days after they are mailed.
- (q) “**Effective Date**” means the date on which the last of the following with respect to the Court’s entry of the Final Approval Order and the Court’s orders about Attorneys’ Fees and Costs and any individual settlement and service award to Plaintiff have occurred: (i) the expiration of 33 days after entry of the Final Approval Order; (ii) if the 33rd day after entry of the Final Approval Order falls on a weekend or a Court holiday, the next business day after that 33rd day; (iii) such date to which the time to file a motion to alter or amend the Final Approval Order or to take an appeal has been extended by the Court or otherwise; and, (iv) if such motion to alter or amend is filed, or if an appeal is taken, three business days after a determination of any such motion or appeal, with no possibility of further appellate review, resulting in final judicial approval of this Settlement Agreement that

permits the consummation of the settlement in accordance with the terms and conditions contained within this Settlement Agreement. For purposes of this definition, the term “appeal” includes writ proceedings.

- (r) “**EWS**” means Early Warning Services, LLC, a Delaware limited liability company, the Defendant in this Litigation.
- (s) “**FCRA**” means the federal Fair Credit Reporting Act, 15 U.S.C. § 1681 - § 1681x, and any subsequent amendments thereto, and any regulations or guidance issued under it.
- (t) “**FCRA State Equivalents**” means any statute or regulation of any state, U.S. territory, the District of Columbia, or Puerto Rico that has the purpose or effect of regulating the collection, processing, use or reporting of information about individuals.
- (u) “**Final Approval**” means the approval of the Settlement Agreement by the Court at or after the Final Fairness Hearing, and entry on the Court’s docket of the Final Approval Order.
- (v) “**Final Approval Order**” has the meaning set out in Section 7.1.
- (w) “**Final Fairness Hearing**” has the meaning set out in Section 7.1.
- (x) “**Fraud Record**” means a record for loan fraud, card fraud, checking/transaction account fraud, funds transfer fraud and identity fraud that any financial institution reported to EWS.
- (y) The words “**include**,” “**includes**,” and “**including**,” mean (respectively) include without limitation, includes without limitation, and including without limitation.
- (z) “**Litigation**” means *Shabani Stewart v. Early Warning Services, LLC*, No. 2:18-cv-03277-CCC-SCM (D.N.J.).
- (aa) “**Net (b)(3) Settlement Fund**” has the meaning set out in Subsection 5.9.3.
- (bb) “**Notice Date**” means the date on which the Settlement Administrator first sends the (b)(2) Email Notice, the (b)(3) Email Notice and the (b)(2) and (b)(3) Combined Email Notice,

which shall occur on the same day.

- (cc) “**Parties**” means Plaintiff and EWS.
- (dd) “**Payment Notices**” has the meaning set out in Subsection 5.9.3(b).
- (ee) “**Preliminary Approval**” means the preliminary approval of the Settlement Agreement by the Court, conditional certification of a class for settlement purposes composed of the Settlement Class Members, and approval of the method and content of notice to the Settlement Class Members.
- (ff) “**Process Changes**” means those changes described in Section 5.6 and Section 6.6.
- (gg) “**Released Parties**” means each of EWS and its present, former, and future officers, directors, partners, employees, agents, contractors, suppliers, furnishers, attorneys, servants, heirs, administrators, executors, members, member entities, shareholders, predecessors, successors, affiliates, subsidiaries, parents, representatives, trustees, principals, insurers, vendors and assigns, regardless of the legal theory by which that person could be asserted to be liable for any Released Claim.
- (hh) “**Settlement Administrator**” means JND Legal Administration.
- (ii) “**Settlement Agreement**” means this Settlement Agreement and Release.
- (jj) “**Settlement Class Counsel**” means Gabriel Y. Posner of Posner Law PLLC.
- (kk) “**Settlement Class Members**” means the (b)(2) Class Members and the (b)(3) Class Members as a group.
- (ll) “**Settlement Website**” has the meaning set out in Subsection 5.3.3(b) and Subsection 6.3.3(b).
- (mm) “**Tax Expenses**” has the meaning set out in Subsection 5.2.3.
- (nn) “**Taxes**” has the meaning set out in Subsection 5.2.3.

Article 3 NO ADMISSIONS

Section 3.1 EWS's Denial of Wrongdoing or Liability

EWS has denied and continues to deny any fault, wrongdoing, violation of the law, or liability related to the conduct alleged in this Litigation. EWS denies the validity of the claim and the prayer for relief asserted in this Litigation. EWS has asserted and continues to assert many defenses in this Litigation, including that it complies and complied with its obligation to provide consumers with copies of the information in their files upon request. No action or document is, or is to be construed as, an admission, where:

- (a) "action" includes the Parties' discussion of the possibility of settlement, the negotiation of a settlement, their entry into this Settlement Agreement, their carrying out this Settlement Agreement, and their willingness to do the foregoing;
- (b) "document" includes each provision of this Settlement Agreement or of any document that led to it, implements it, or relates to it or to which it refers; and
- (c) "admission" includes any admission of the validity of any claim, any status, or any fact alleged in this Litigation, of any fault, wrongdoing, violation of law, or liability of any kind on the part of EWS, of any claim or allegation made in any action or proceeding against EWS, or of the infirmity of any defense.

Section 3.2 No Admission by EWS of Elements of Class Certification

EWS denies that a class should be certified other than for purposes of this Settlement Agreement and preserves its arguments in opposition to any motion for class certification. EWS contends that this Litigation could not be certified as a class action under Federal Rule of Civil Procedure 23. Nothing in this Settlement Agreement is, or is to be construed, as an admission by EWS that this Litigation or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement will prevent EWS from opposing class certification or

seeking de-certification of the conditionally certified class if Final Approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court.

Article 4 MOTION FOR PRELIMINARY APPROVAL

Section 4.1 Filing of Motion for Preliminary Approval

No later than December 19, 2019, Settlement Class Counsel shall file this Settlement Agreement with the Court together with a Motion for Preliminary Approval (which Defendant shall not oppose) that seeks entry of an order substantially in the form attached hereto as Exhibit E that would, for purposes of this Settlement Agreement only:

- (a) certify two conditional settlement classes under Federal Rule of Civil Procedure 23 comprised of the (b)(2) Class Members and the (b)(3) Class Members;
- (b) preliminarily approve this proposed Settlement Agreement;
- (c) approve the proposed forms of notice to Class Members attached hereto as Exhibit A, Exhibit B, Exhibit C, and Exhibit D;
- (d) approve the (b)(3) Class notice plan, described in Section 5.3, and the (b)(2) Class notice plan described in Section 6.3;
- (e) certify Plaintiff as the representative of the (b)(2) Class and the (b)(3) Class;
- (f) appoint Settlement Class Counsel as class counsel for the Settlement Class Members; and
- (g) appoint the Settlement Administrator to perform the duties that this Settlement Agreement assigns to it.

Section 4.2 Settlement Administration and Retention of Settlement Administrator

The Parties shall hire the Settlement Administrator. The Parties shall ensure that the agreement by which the Settlement Administrator is hired contractually imposes upon the Settlement

Administrator all of the duties that this Settlement Agreement assigns to the Settlement Administrator.

Article 5 (b)(3) Class Settlement

Section 5.1 (b)(3) Class Settlement Fund

Subsection 5.1.1 Creation of (b)(3) Settlement Fund

“(b)(3) Settlement Fund” means \$3,975,000 plus income earned thereon, if any. The (b)(3) Settlement Fund is a common fund created as a result of the Litigation. Interest earned, if any, on the (b)(3) Settlement Fund will be for the benefit of the (b)(3) Class if the Effective Date occurs.

Subsection 5.1.2 Capped Fund

The (b)(3) Settlement Fund is the total and complete limit of Defendant’s monetary liability under this Settlement Agreement to the (b)(3) Class Members, and administration thereof. In addition to the (b)(3) Settlement Fund, Defendant is responsible for its own attorneys’ fees and for its costs associated with creation of the (b)(3) Class list under Subsection 5.3.1. The (b)(3) Settlement Fund includes all monetary benefits to the (b)(3) Class, including attorneys’ fees awards, incentive and service awards, individual damages, in addition to all costs of class notice, costs of administration, and all other costs and expenses associated with this Settlement Agreement as it pertains to the (b)(3) Class. Under no circumstances will Defendant be liable under this Settlement Agreement to pay any amounts other than the (b)(3) Settlement Fund as it relates to the (b)(3) Class, or administration thereof. Other than establishing the (b)(3) Settlement Fund, Defendant will have no responsibility for, or liability related to, the payment of any attorneys’ fees to the Settlement Class Counsel under Subsection 5.9.1, payment of any individual service award under Subsection 5.9.2, payment of any amounts to the Settlement Administrator under Section 5.4, or any payments to

(b)(3) Class Members under Subsection 5.9.3. The sole source of any payment of these amounts will be the (b)(3) Settlement Fund.

Subsection 5.1.3 Creation of (b)(3) Settlement Fund Account

The Settlement Administrator must establish an account to hold the (b)(3) Settlement Fund. The account must be a qualified Settlement Fund or equivalent, interest-bearing escrow account at an FDIC-insured bank selected by the Parties. The Settlement Administrator must promptly notify the Parties of the date of the establishment of the account. The Settlement Administrator must not commingle the (b)(3) Settlement Fund with any other funds. The Settlement Administrator may hold the (b)(3) Settlement Fund in cash, cash equivalents, certificates of deposit, or instruments insured by an arm of or backed by the full faith and credit of the United States Government.

Subsection 5.1.4 Deposits into (b)(3) Settlement Fund

Within 10 days after Preliminary Approval, Defendant shall transfer \$50,000 of the (b)(3) Settlement Fund to the Settlement Administrator, by draft or by wire, for the purpose of effectuating notice to the (b)(3) Class. Within 10 days after the Effective Date, Defendant shall transfer the remainder of the (b)(3) Settlement Fund to the Settlement Administrator, by draft or by wire.

Subsection 5.1.5 Control of (b)(3) Settlement Fund

Distributions from the (b)(3) Settlement Fund may only be made with the joint consent and instruction of Settlement Class Counsel and Defendant's Counsel, in accordance with this Settlement Agreement and orders of the Court.

Section 5.2 Settlement Fund Tax Status

Subsection 5.2.1 Qualified Settlement Fund

To the extent that the (b)(3) Settlement Fund earns any income:

- (a) the Parties shall treat the (b)(3) Settlement Fund as being at all times a “Qualified Settlement Fund” within the meaning of Treas. Reg. 1.468B-1;
- (b) the Settlement Administrator must timely make such elections as necessary or advisable to carry out the provisions of this Subsection 5.2.1, including the “relation back election” (as defined in Treas. Reg. 1.468B-1) back to the earliest permitted date;
- (c) the Settlement Administrator must make those elections in compliance with the procedures and requirements contained in those regulations;
- (d) the Settlement Administrator must timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and thereafter file the necessary documentation; and
- (e) the Settlement Administrator must ensure that the necessary documentation is consistent with this Section 5.2.

Subsection 5.2.2 Administrator

For the purpose of Treasury Regulation 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” will be the Settlement Administrator, if those regulations apply to this Settlement Agreement. To the extent the (b)(3) Settlement Fund earns any income, the Settlement Administrator must timely and properly file all informational and other tax returns necessary or advisable related to the (b)(3) Settlement Fund (including, without limitation, the returns described in Treas. Reg. 1.468B-2(k)). The Settlement Administrator must ensure that any such returns are consistent with this Section 5.2.

Subsection 5.2.3 Payment of Taxes and Tax Expenses

The Settlement Administrator must pay out of the (b)(3) Settlement Fund all (a) local, state, and federal income taxes (including both estimated and actual taxes, and including tax detriments

imposed on any of the Released Persons, and including interest or penalties on those taxes or tax detriments), related to income earned by the (b)(3) Settlement Fund or related to income earned by the (b)(3) Settlement Fund for any period when the (b)(3) Settlement Fund earns income, but does not qualify as a “qualified Settlement Fund” for federal or state income tax purposes (“**Taxes**”), and (b) expenses and costs incurred for the operation and implementation of this Section 5.2, including expenses of tax attorneys, accountants, and other professionals and of mailing and distribution related to filing (or failing to file) tax elections or returns described in this Section 5.2 (the “**Tax Expenses**”). The Settlement Administrator must timely pay any Taxes and Tax Expenses out of the (b)(3) Settlement Fund without prior order from the Court. The Settlement Administrator must (despite anything in this Settlement Agreement to the contrary) withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. 1.468B-2(1), if it applies to this Settlement Agreement). The Parties shall cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section 5.2. The Released Persons have no liability for any Taxes or Tax Expenses. The Settlement Administrator must indemnify and hold the Released Persons harmless for Taxes and Tax Expenses (including Taxes payable by reason of any such indemnification).

Section 5.3 (b)(3) Class Notice Plan

Subsection 5.3.1 Preparation and Production of (b)(3) Class List

Defendant shall provide the Settlement Administrator with the (b)(3) Class list within 10 days after Preliminary Approval. Defendant has represented, and Plaintiff has relied on the representation, that there are no more than approximately 53,213 (b)(3) Class Members. Defendant shall use

reasonable methods to prepare the (b)(3) Class list so that it names each (b)(3) Class Member. Defendant shall use reasonable methods to remove from the (b)(3) Class list those (b)(3) Class Members, if any, that Defendant believes have previously released their claims against Defendant. Defendant shall use reasonable methods to de-duplicate the (b)(3) Class list. In addition to the names of the prospective (b)(3) Class Members on the (b)(3) Class list, Defendant shall use reasonable methods to provide the most recent physical address and email address found in Defendant's records for each (b)(3) Class Member, to the extent such information exists and can through reasonable efforts be systematically retrieved.

Subsection 5.3.2 Use of (b)(3) Class List

The Settlement Administrator must use its best efforts to verify and update the addresses which Defendant provides. The Settlement Administrator must electronically check and update the mailing addresses against the USPS National Change of Address database. The Settlement Administrator must not use any part of the (b)(3) Class list for any purpose other than carrying out its duties under this Settlement Agreement. The Settlement Administrator must not disclose any part of the (b)(3) Class list other than as necessary to carry out its duties under this Settlement Agreement. To the extent Settlement Class Counsel receives information from the (b)(3) Class list that personally identifies (b)(3) Class members, that information will be subject to the protective order entered in this Litigation. The Settlement Administrator must destroy the (b)(3) Class list within 200 days after the Effective Date, and provide certification of such destruction to Defendant within 10 days thereafter.

Subsection 5.3.3 (b)(3) Class Notice Process

For purposes of providing Court-approved class notices and establishing that the Parties have given the best practicable notice to the (b)(3) Class, the Settlement Administrator must provide class notice to the (b)(3) Class as follows.

(a) Email and Mail Notice

Within 30 days after Preliminary Approval, the Settlement Administrator must send notice to the (b)(3) Class. Notice to (b)(3) Class Members who are also (b)(2) Class Members shall be provided in the (b)(2) and (b)(3) Class Combined Notice (*i.e.*, in the form of Exhibit A hereto); notice to (b)(3) Class Members who are not (b)(2) Class Members shall be provided in the (b)(3) Class Notice (*i.e.*, in the form of Exhibit D hereto). The Settlement Administrator shall provide all such notice to (b)(3) Class Members by email for (b)(3) Class Members for whom it has an email address. Such email notice shall have a “return receipt” or other such function that permits the Settlement Administrator to reasonably determine whether emails have been delivered. Such email notice shall have a hyperlink that (b)(3) Class Member recipients may click and be taken to a landing page on the Settlement Website. The Settlement Administrator shall send notice to (b)(3) Class Members via U.S. Mail, postage pre-paid, where (1) the Settlement Administrator does not have an email address for such (b)(3) Class member; or (2) the Settlement Administrator learns that an e-mail to such (b)(3) Class member was undeliverable. The (b)(3) Class Notice, , and the (b)(2) and (b)(3) Class Combined Notice, whether sent by U.S. Mail or email, (collectively the “(b)(3) Class Notices”) must contain the following categories information: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the class any member who requests exclusion; (vi) the time and manner for

requesting exclusion; and (vii) the binding effect of a class judgment on members. The (b)(3) Class Notices must also contain information about the Settlement Website (described in Subsection 5.3.3(b)) and the telephone assistance program (described in Subsection 5.3.4). For any (b)(3) Class Notice returned to the Settlement Administrator with a forwarding address, the Settlement Administrator must re-mail the appropriate (b)(3) Class Notice to the provided forwarding address within 5 days of receiving any such returned (b)(3) Class Notice, if the Settlement Administrator's determines (in its reasonable discretion) that re-mailed notice would be effective or if the Parties jointly request. If a forwarding address is not provided by the U.S. Postal Service, the Settlement Administrator may attempt to obtain an updated address using reasonable and appropriate methods to locate an updated address. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator must provide to Defendant's Counsel and to Settlement Class Counsel proof, in a form that may be filed with the Court, of the sending the (b)(3) Class Notices. Neither the Parties nor the Settlement Administrator must have any further obligation to send notice to (b)(3) Class Members.

(b) Internet Notice

The Settlement Administrator must establish an internet website for purposes of facilitating notice to, and communicating with, (b)(3) Class Members (the "**Settlement Website**"). The Settlement Administrator must make the Settlement Website accessible no later than 3 days before the Notice Date. The Settlement Administrator must set forth the following information on the Settlement Website: (i) the operative complaint; (ii) the full text of this Settlement Agreement; (iii) the (b)(3) Class Long Form Notice; (iv) the order of Preliminary Approval and other relevant orders of the Court; (v) other documents from the Litigation that the Parties jointly determine to be appropriate; (vi) a mutually agreed section of frequently asked questions; and (vii) contact information for

Settlement Class Counsel and the Settlement Administrator. The Settlement Website shall also include an online form (b)(3) Class Members may use to update their mailing address. The Settlement Administrator must not include any other language on the Settlement Website in addition to the above-listed documents, except as provided herein, or with written approval of the Parties or the Court. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator must provide to Defendant's Counsel and to Settlement Class Counsel proof, in a form that may be filed with the Court, of the establishment and maintenance of the Settlement Website. Approximately 100 days after the Effective Date, the Settlement Administrator must remove all information from the Settlement Website other than this Settlement Agreement and the Final Approval Order. The Settlement Administrator must disestablish the Settlement Website within 150 days after the Effective Date. If the Settlement Administrator established the Settlement Website with a top-level domain name, the Settlement Administrator must transfer ownership of the domain name to Defendant promptly after disestablishing the Settlement Website.

Subsection 5.3.4 Telephone Assistance Program

The Settlement Administrator must establish and staff a toll-free telephone number to answer questions from (b)(3) Class Members. The Settlement Administrator must activate the toll-free number no later than three days before the Notice Date. The toll-free number must have a voice response unit (“**VRU**”) that allows (b)(3) Class Members to listen to answers to frequently asked questions, as well as an option for class members to leave a message to receive a return phone call from the Settlement Administrator. The Settlement Administrator must provide these services in English and include a VRU option for callers who speak Spanish. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator must provide to Defendant's Counsel and to Settlement Class Counsel proof, in a form that may be filed with the Court, of the establishment

and maintenance of the telephone assistance program described in this subsection. The Settlement Administrator must deactivate the toll-free number within 120 days after the mailing of the Payment Notices.

Section 5.4 Expenses of Notice and Administration

Subsection 5.4.1 Invoices Required

The Settlement Administrator must invoice all notice, claim, and other administration costs.

Subsection 5.4.2 Amount of Charges

The Settlement Administrator may charge the amounts set out in the agreement by which the Parties hire the Settlement Administrator for the administration of the (b)(3) Class. Subject to approval of the Parties, the Settlement Administrator may retain this amount from the (b)(3) Settlement Fund to pay for settlement administration. If approved by the Parties, the Settlement Administrator may pay to itself an additional amount equal only to additional out-of pocket expenses or administrative costs that the Settlement Administrator reasonably incurs and did not originally contemplate in the agreement, but only to the extent that (a) the additional expenses, together with the expenses originally contemplated in the statement and actually expended, exceed the total amount contemplated in the agreement and (b) amounts remain in the (b)(3) Settlement Fund after the completion of all distributions other than those contemplated in Subsection 5.9.3. Settlement Class Counsel shall bring any disputes relating to this Subsection 5.4.2 to the Court for resolution

Subsection 5.4.3 (b)(3) Class expenses are Paid from (b)(3) Settlement Fund

No expenses associated with notice, claims, and other administration costs associated with the settlement of the claims of the (b)(3) Class will increase the amount paid by Defendant as part of

settling these claims under any circumstances. All payments will come from the (b)(3) Settlement Fund.

Subsection 5.4.4 Reserve for Expenses

The Settlement Administrator must reserve for all payments to itself associated with the administration of the settlement of the claims of the (b)(3) Class from the (b)(3) Settlement Fund before calculating the net settlement payments to (b)(3) Class Members.

Section 5.5 Notice Under Class Action Fairness Act of 2005

Defendant shall send the notice required by 28 U.S.C. § 1715 (the “CAFA Notice”) not later than 10 days after the Parties file this Settlement Agreement. Defendant may delegate this task to the Settlement Administrator.

Section 5.6 Process Changes

As consideration for the release provided by the (b)(3) Settlement Class Members, Defendant has implemented, and shall abide by, the following process change: Defendant has revised the language used in a disclosure provided to a consumer under 15 U.S.C. § 1681g when disclosing a Fraud Record to ensure that it is consistent with the information provided to inquirers of the Shared Fraud Database, including using the term “fraud” as appropriate to insure consistency. To the extent Defendant ceases to provide records to inquirers using the term “fraud,” it is not obligated to use the term “fraud” in a disclosure. Any action by Defendant determined in good faith to be reasonably necessary to comply with any federal, state, or local law, enactment, regulation, or judicial ruling shall not constitute a breach of this Settlement Agreement. In the event that any obligation that Defendant has agreed to undertake becomes inconsistent with any future federal, state, or local law, enactment, regulation, or judicial ruling, then Defendant shall be released from performing such obligation after notice to the Court and Class Counsel. Any objection to such

change in procedure shall be made to the Court by Class Counsel within ten (10) days of such notice.

Section 5.7 Procedures for Opt-outs

Subsection 5.7.1 Opt-Out Process

The (b)(3) Class Notices must contain information about how a (b)(3) Class Member may opt out of the (b)(3) Class, including the potential implications of doing so. A proposed (b)(3) Class Member may request to be excluded from the class of (b)(3) Class Members by sending and not revoking a written request for exclusion to the Settlement Administrator, addressed to “Exclusion Requests – (b)(3) Settlement Administrator.” To be valid, the proposed (b)(3) Class Member’s opt-out request must contain the proposed (b)(3) Class Member’s name, original signature, current postal address, and current telephone number, the last four digits of the proposed (b)(3) Class Member’s Social Security number, and a statement that the proposed (b)(3) Class Member wants to be excluded from the class of (b)(3) Class Members. To be valid, opt-out requests must be postmarked no later than 60 days after the Notice Date. To be valid, a request must not purport to opt out of the class of the (b)(3) Class Members for a group, aggregate, or class involving more than one consumer. Requests for exclusions that do not comply with the requirements in this Subsection 5.7.1 are invalid. A (b)(3) Class Member may revoke an opt-out request in writing. To be valid, opt-out revocations must be postmarked no later than 60 days after the Notice Date.

Subsection 5.7.2 List of Opt-Outs

No later than five business days after the deadline for submission of opt-out requests, the Settlement Administrator must provide to Settlement Class Counsel and Defendant’s Counsel a complete list of all persons who have validly opted out of the class of (b)(3) Class Members together with copies of the opt-out requests. Settlement Class Counsel and Defendant’s Counsel

shall not disclose or use the list except for the purpose of carrying out their responsibilities under this Settlement Agreement, and for purposes of memorializing the list of opt-outs in connection with proceedings seeking Final Approval.

Subsection 5.7.3 Representation of Opt-Outs

Settlement Class Counsel affirm that this Settlement Agreement is fair, reasonable, and in the best interest of the (b)(3) Class Members. Settlement Class Counsel shall, if contacted, not represent any such opt-outs but shall refer any such opt-outs to the applicable local or state bar association (or, if the local or state bar does not operate a referral service, a local or state legal aid group) for appropriate counsel or referral thereto in any subsequent action against any Released Person.

Section 5.8 Objections from (b)(3) Class Members

Any (b)(3) Class Member who does not opt out, but who instead wants to object to this Settlement Agreement may do so only as follows.

Subsection 5.8.1 Notice of Intent to Object

To be effective, an objection must be made by an individual (b)(3) Class Member, not as a member of a group or subclass and, except in the case of a deceased or incapacitated (b)(3) Class Member, not by the act of another person acting or purporting to act in a representative capacity. For an objection to be effective, a notice of intent to object to this Settlement Agreement must be (a) filed with the Clerk of the Court not later than 60 days after the Notice Date; (b) in compliance with all applicable laws and rules; and (c) sent to the Settlement Administrator by U.S. mail, postmarked no later than 60 days after the Notice Date.

Subsection 5.8.2 Contents of Objection

To be effective, an objection must contain: (a) the objecting (b)(3) Class Member's name, address, and telephone number; (b) the name of this Litigation and the case number; (c) a statement of each

objection; (d) a statement of whether the objecting (b)(3) Class Member intends to appear at the Final Fairness Hearing; and (e) a written statement detailing the specific basis for each objection, including any legal and factual support that the objecting (b)(3) Class Member wishes to bring to the Court's attention and any evidence the objecting (b)(3) Class Member wishes to introduce in support of the objection.

Subsection 5.8.3 Additional Contents for Represented Members

To be effective, an objection submitted through an attorney must contain, in addition to the information set forth in Subsection 5.8.2: the identity, mailing address, email address, fax number, phone number for the counsel by whom the (b)(3) Class Member is represented.

Subsection 5.8.4 No Payments to Objectors or Objectors' Counsel

The Parties, Settlement Class Counsel, and Defense Counsel shall not, without approval of the Court, make any payments to any person or counsel in exchange for forgoing any objection or in exchange for the withdrawal, dismissal or release of any objection. This provision applies throughout the Litigation, including during the pendency of any appeal, and also operates to bar such payments in exchange for the withdrawal, dismissal, abandoning, or forgoing of the appeal, unless such payment is approved by the Court or the applicable appellate court.

Section 5.9 Payments

Subsection 5.9.1 Attorneys' Fees

(a) Request for Attorneys' Fees

No fewer than 21 days before the deadline for objections and opt-out requests, Settlement Class Counsel shall file a request to the Court for payment from the (b)(3) Settlement Fund of attorneys' fees and costs incurred for the representation of the (b)(3) Class. Settlement Class Counsel shall not request more than one-third of the total (b)(3) Settlement Fund for attorneys' fees. Class

Counsel may also request reimbursement for their costs. To the extent the Court approves an award of attorneys' fees or costs in an amount less than the above amount, the difference will remain in the (b)(3) Settlement Fund.

(b) Settlement is not Contingent on Attorneys' Fees

This Settlement Agreement is not conditional on the Court's approval of attorneys' fees or costs in the requested amount or in any amount whatsoever. The Parties shall request the Court to consider them separately from the fairness, reasonableness, and adequacy of this Settlement Agreement.

The Court's ruling on the request will not terminate or cancel this Settlement Agreement or give the Plaintiff or Settlement Class Counsel a right or option to do so.

(c) Payment of Attorneys' Fees and Costs

Out of the (b)(3) Settlement Fund, the Settlement Administrator must pay Settlement Class Counsel attorneys' fees and costs for representation of the (b)(3) Class within 21 days after the Effective Date in an amount that the Court approves.

Subsection 5.9.2 Individual Service Award to the Plaintiff

(a) Application for Individual Service Award

No fewer than 21 days before the deadline for objections and opt-out requests, Settlement Class Counsel shall apply to the Court for an individual service award, not to exceed \$3,750, to be paid to Plaintiff in recognition of her service as class representative of the (b)(3) Class and in consideration for Plaintiff's general release of claims set forth herein. Defendant does not and shall not oppose such an application. To the extent the Court approves an individual service award in an amount less than the amount requested, any difference will remain in the (b)(3) Settlement Fund.

(b) Settlement is not Contingent on Individual Service Award

This Settlement Agreement is not conditional on the Court's approval of individual service award in the amount applied for or in any amount whatsoever. The Court's ruling on the application will not terminate or cancel this Settlement Agreement or give the Plaintiff or Settlement Class Counsel a right or option to do so.

(c) Payment of Individual Service Award

Out of the (b)(3) Settlement Fund, the Settlement Administrator must pay the individual service award awarded to Plaintiff within 21 days after the Effective Date in an amount that the Court approves.

Subsection 5.9.3 (b)(3) Class Member Payments

Each (b)(3) Class Member, other than those for whom a (b)(3) Class Notice was sent and returned undeliverable and the Settlement Administrator was unable to determine a mailing address, is entitled to payment under the process set forth in this Subsection 5.9.3 in a gross amount equal to a *pro rata* share of the Net (b)(3) Settlement Fund. "**Net (b)(3) Settlement Fund**" means the (b)(3) Settlement Fund less all amounts paid or reserved for other amounts to be paid out of the (b)(3) Settlement Fund pursuant to the Settlement Agreement and any order of the Court, including attorneys' fees that the Court approves, any individual service award that the Court approves, and costs of notice and administration related to the (b)(3) Class.

(a) Distribution Plan

Within 21 days after the Effective Date, the Settlement Administrator shall make payments to (b)(3) Class Members in the amount set forth in this Settlement Agreement via U.S. mail. The Settlement Administrator shall not mail any payments to those (b)(3) Class Members for whom the

Settlement Administrator was unable to determine a mailing address or whose (b)(3) Class Mail Notices were returned to the Settlement Administrator as undeliverable.

(b) Disbursement Specifications

All checks issued to (b)(3) Class Members must be drawn on the Qualified Settlement Fund holding the (b)(3) Settlement Fund. The Settlement Administrator must ensure that all settlement checks state that the cashing, deposit, or other negotiation of the check binds the recipient as follows: “This payment is tendered to you as a class member in *Stewart v. Early Warning Services*, No. 2:18-cv-03277, CCC-SCM (D.N.J.), in consideration for your release of the Released Persons as set forth in the Settlement Agreement.” The Settlement Administrator must send a written notice with the payment checks, stating to the recipients that the checks must be deposited or cashed within 90 days from the date on the notice and that the checks will not be valid after that date (the “**Payment Notices**”). The Settlement Administrator must ensure that, if a check has not been deposited or cashed within 90 days after the date on the Payment Notices, the amount of the check remains in the (b)(3) Settlement Fund for further distribution in accordance with this Settlement Agreement. Nether the Parties nor the Settlement Administrator will have no further obligations to the Class Members once the payments are sent via first class mail.

Section 5.10 Distribution of Excess Funds

If any excess funds remain in the (b)(3) Settlement Fund after all distributions have been made in accordance with this Settlement Agreement, the Settlement Administrator must distribute the amounts to the National Endowment for Financial Education, as the *cy pres* recipient.

Section 5.11 Release by (b)(3) Class Members

Subsection 5.11.1 Release

As of the Effective Date, all members of the (b)(3) Class fully, finally, completely, and forever release and discharge the Released Persons from any and all Claims, Liabilities, Proceedings, and Relief that arose on or before the Effective Date and that any (b)(3) Class Member ever had, now has, or may have in the future which:

- are based upon or related to the content, form, manner or nature of the consumer disclosure provided to the (b)(3) Class Member in response to his or her request to EWS for the contents of the his or her file; or
- arise under 15 U.S.C. § 1681g or any FCRA State Equivalent. (“**(b)(3) Released Claims**”).

After entering into this Settlement Agreement, a (b)(3) Class Member may discover facts other than, different from, or in addition to those that they know or believe to be true with respect to the matters released and discharged. The foregoing release and discharge applies to Claims, Liabilities, Proceedings, and Relief known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. This release binds each (b)(3) Class Member, as well as (b)(3) Class Members’ executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents and assigns of any of the foregoing, and all those who claim through any of the foregoing or who assert claims on behalf of any of the foregoing.

Upon the Effective Date, Plaintiff for herself, fully, finally, and forever settles, releases and discharges the Released Parties from any Claims, Liabilities, Proceedings and Relief that were or could have been asserted in the Litigation. After entering into this Settlement Agreement, Plaintiff may discover facts other than, different from, or in addition to those that she knows or believes to

be true with respect to the matters released and discharged. The foregoing release and discharge applies to Claims, Liabilities, Proceedings, and Relief known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. This release binds Plaintiff and her executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents and assigns of any of the foregoing, and all those who claim through any of the foregoing or who assert claims on behalf of any of the foregoing.

Subsection 5.11.2 Waiver of California Civil Code Section 1542 and South Dakota Codified Laws Section 20-7-11

Each (b)(3) Class Member, acknowledges that he is familiar with principles of law such as Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws, which provide:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This Settlement Agreement provides a specific release of the (b)(3) Released Claims, not a general release in the sense contemplated by these laws. To the extent applicable, the (b)(3) Class Members hereby waive the provisions, rights, and benefits of Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws and all similar federal

or state laws, rights, rules, or legal principles of any other jurisdiction that might apply to the fullest extent permitted by law related to all unknown claims. The (b)(3) Class Members hereby affirm that this waiver is knowing and voluntary. The (b)(3) Class Members hereby acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those that they now know or believe to be true.

Section 5.12 No Claims Arising from this Settlement Agreement

No person will have any Claim against any one or more of Parties, the Released Persons, Defendant’s Counsel, or Settlement Class Counsel based on distribution of benefits made substantially in accordance with this Settlement Agreement or any related order of the Court.

Article 6 (b)(2) Class SETTLEMENT

Section 6.1 (b)(2) Class Settlement Fund

Subsection 6.1.1 Creation of (b)(2) Settlement Fund

“(b)(2) Settlement Fund” means \$275,000 plus income earned thereon, if any. The (b)(2) Settlement Fund is a common fund created as a result of the Litigation. Interest earned, if any, on the (b)(2) Settlement Fund will be for the benefit of the (b)(2) Class if the Effective Date occurs in accordance with this Settlement Agreement.

Subsection 6.1.2 Capped Fund

The (b)(2) Settlement Fund is the total and complete limit of Defendant’s monetary liability under this Settlement Agreement to the (b)(2) Class Members, and administration thereof. In addition to the (b)(2) Settlement Fund, Defendant is responsible for its own attorneys’ fees and for its costs associated with creation of the (b)(2) Class list under Subsection 6.3.1. The (b)(2) Settlement Fund includes attorneys’ fees awards, costs of class notice, costs of administration, and all other costs and expenses associated with this Settlement Agreement as it pertains to the (b)(2) Class. Under no

circumstances will Defendant be liable under this Settlement Agreement to pay any amounts other than the (b)(2) Settlement Fund as it relates to the (b)(2) Class. Other than establishing the (b)(2) Settlement Fund, Defendant will have no responsibility for, or liability related to, the payment of any attorneys' fees to the Settlement Class Counsel under Subsection 6.9.1 and payment of any amounts to the Settlement Administrator under Section 6.4. The sole source of any payment of these amounts will be the (b)(2) Settlement Fund.

Subsection 6.1.3 Creation of (b)(2) Settlement Fund Account

The Settlement Administrator must establish an account to hold the (b)(2) Settlement Fund. The account must be a Qualified Settlement Fund or equivalent, interest-bearing escrow account at an FDIC-insured bank selected by the Parties. The Settlement Administrator must promptly notify the Parties of the date of the establishment of the account. The Settlement Administrator must not commingle the (b)(2) Settlement Fund with any other funds. The Settlement Administrator may hold the (b)(2) Settlement Fund in cash, cash equivalents, certificates of deposit, or instruments insured by an arm of or backed by the full faith and credit of the United States Government.

Subsection 6.1.4 Deposits into (b)(2) Settlement Fund

Within 10 days after Preliminary Approval, Defendant shall transfer \$86,000 of the (b)(2) Settlement Fund to the Settlement Administrator, by draft or by wire, sufficient for the purpose of effectuating notice to the (b)(2) Class. Within 10 days after the Final Approval Order, Defendant shall transfer the remainder of the (b)(2) Settlement Fund to the Settlement Administrator, by draft or by wire.

Subsection 6.1.5 Control of (b)(2) Settlement Fund

Distributions from the (b)(2) Settlement Fund may only be made with the joint consent of Settlement Class Counsel and Defendant’s Counsel, and in accordance with this Settlement Agreement and orders of the Court.

Section 6.2 Settlement Fund Tax Status

Subsection 6.2.1 Qualified Settlement Fund

To the extent that the (b)(2) Settlement Fund earns any income:

- (a) the Parties shall treat the (b)(2) Settlement Fund as being at all times a “qualified Settlement Fund” within the meaning of Treas. Reg. 1.468B-1;
- (b) the Settlement Administrator must timely make such elections as necessary or advisable to carry out the provisions of this Subsection 6.2.1, including the “relation back election” (as defined in Treas. Reg. 1.468B-1) back to the earliest permitted date;
- (c) the Settlement Administrator must make those elections in compliance with the procedures and requirements contained in those regulations;
- (d) the Settlement Administrator must timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and thereafter file the necessary documentation; and
- (e) the Settlement Administrator must ensure that the necessary documentation is consistent with this Subsection 6.2.1.

Subsection 6.2.2 Administrator

For the purpose of Treasury Regulation 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” will be the Settlement Administrator, if those regulations apply to this Settlement Agreement. To the extent the (b)(2)

Settlement Fund earns any income, the Settlement Administrator must timely and properly file all informational and other tax returns necessary or advisable related to the (b)(2) Settlement Fund (including, without limitation, the returns described in Treas. Reg. 1.468B-2(k)). The Settlement Administrator must ensure that any such returns are consistent with this Subsection 6.2.1.

Subsection 6.2.3 Payment of Taxes and Tax Expenses

The Settlement Administrator must pay out of the (b)(2) Settlement Fund all (a) local, state, and federal income taxes (including both estimated and actual taxes, and including tax detriments imposed on any of the Released Persons, and including interest or penalties on those taxes or tax detriments), related to income earned by the (b)(2) Settlement Fund or related to income earned by the (b)(2) Settlement Fund for any period when the (b)(2) Settlement Fund earns income, but does not qualify as a “qualified Settlement Fund” for Taxes, and (b) Tax Expenses. The Settlement Administrator must timely pay any Taxes and Tax Expenses out of the (b)(2) Settlement Fund without prior order from the Court. The Settlement Administrator must (despite anything in this Settlement Agreement to the contrary) withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. 1.468B-2(l), if it applies to this Settlement Agreement). The Parties shall cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section 6.2. The Released Persons have no liability for any Taxes or Tax Expenses. The Settlement Administrator must indemnify and hold the Released Persons harmless for Taxes and Tax Expenses (including Taxes payable by reason of any such indemnification).

Section 6.3 (b)(2) Class Notice Plan

Subsection 6.3.1 Preparation and Production of (b)(2) Class List

Defendant shall provide the Settlement Administrator with the (b)(2) Class list within 10 days after Preliminary Approval. Defendant has represented, and Plaintiff has relied on the representation, that there are no more than approximately **126,951** (b)(2) Class Members who are not members of the (b)(3) Class. Defendant shall use reasonable methods to prepare the (b)(2) Class list so that it names each (b)(2) Member. Defendant shall use reasonable methods to remove from the (b)(2) Class list those (b)(2) Members, if any, that Defendant believes have previously released their claims against Defendant. Defendant shall use reasonable methods to de-duplicate the (b)(2) Class list. In addition to the names of the prospective (b)(2) Class Members on the (b)(2) Class list, Defendant shall use reasonable methods to provide the most recent physical address and email address in Defendant's records for each prospective (b)(2) Class Member, to the extent such information exists and can be systematically retrieved.

Subsection 6.3.2 Use of (b)(2) Class List

The Settlement Administrator must use its best efforts to verify and update the addresses which Defendant provides. The Settlement Administrator must electronically check and update the mailing addresses against the USPS National Change of Address database. The Settlement Administrator must not use any part of the (b)(2) Class list for any purpose other than carrying out its duties under this Settlement Agreement. The Settlement Administrator must not disclose any part of the (b)(2) Class list other than as necessary to carry out its duties under this Settlement Agreement. To the extent Settlement Class Counsel receives information from the (b)(2) Class list that personally identifies class members, that information will be subject to the protective order

entered in this Litigation. The Settlement Administrator must destroy the (b)(2) Class list within 200 days after the Effective Date.

Subsection 6.3.3 (b)(2) Class Notice Process

For purposes of providing Court-approved class notices and establishing that the Parties have given due notice to the (b)(2) Class, the Settlement Administrator must provide class notice to the (b)(2) Class as follows.

(a) Email and Mail Notice

Within 30 days after Preliminary Approval, the Settlement Administrator must send notice to the (b)(2) Class. For (b)(2) Class Members who are also (b)(3) Class Members, notice shall be provided in the (b)(2) and (b)(3) Class Combined Notice in accordance with Section 5.3.3(a) above. For (b)(2) Class Members who are not members of the (b)(3) Class, notice shall be provided in accordance with this subsection as follows: The Settlement Administrator shall send the (b)(2) Class Short Form Notice to (b)(2) Class Members by email, for all such (b)(2) Class members for whom it has an email address. Such email notice shall have a “return receipt” or other such function that permits the Settlement Administrator to reasonably determine whether emails have been delivered. Such email notice shall have a hyperlink that (b)(2) Class Member recipients may click and be taken to a landing page on the Settlement Website. The Settlement Administrator shall send the (b)(2) Class Short Form Notice to (b)(2) Class Members by postcard, postage pre-paid, where (1) the Settlement Administrator does not have an email address for such (b)(2) Class member; or (2) the Settlement Administrator learns that an e-mail was undeliverable to such (b)(2) Class member. The (b)(2) Class Short Form Notice, whether sent by email or by postcard, (collectively the “(b)(2) Class Notices”) must contain the following categories information: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or

defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; and (v) the time and manner for objecting; and (vi) the binding effect of a class judgment on members. The (b)(2) Class Notices must also contain information about the Settlement Website (described in Subsection 5.3.3(b)) and the telephone assistance program (described in Subsection 5.3.4). For any (b)(2) Class Notice returned to the Settlement Administrator with a forwarding address, the Settlement Administrator must re-mail the appropriate (b)(2) Class Notice to the provided forwarding address within 5 days of receiving any such returned (b)(2) Class Notice, if the Settlement Administrator's determines (in its reasonable discretion) that re-mailed notice would be effective or if the Parties jointly request. If a forwarding address is not provided by the U.S. Postal Service, the Settlement Administrator may attempt to obtain an updated address using reasonable and appropriate methods to locate an updated address. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator must provide to Defendant's Counsel and to Settlement Class Counsel proof, in a form that may be filed with the Court, of the sending the (b)(2) Class Notices. Neither the Parties nor the Settlement Administrator must have any further obligation to send notice to (b)(2) Class Members.

(b) Internet Notice

The Settlement Administrator must establish an internet website for purposes of facilitating notice to, and communicating with, (b)(2) Class Members (the "**Settlement Website**"). The Settlement Administrator must make the Settlement Website accessible no later than 3 days before the Notice Date. The Settlement Administrator must set forth the following information on the Settlement Website: (i) the operative complaint; (ii) the full text of this Settlement Agreement; (iii) the (b)(2) Class Long Form Notice; (iv) the order of Preliminary Approval and other relevant orders of the Court; (v) other documents from the Litigation that the Parties jointly determine to be appropriate;

(vi) a mutually agreed section of frequently asked questions; and (vii) contact information for Settlement Class Counsel and the Settlement Administrator. The Settlement Administrator must not include any other language on the Settlement Website in addition to the above-listed documents, except as provided herein or with written approval of the Parties or the Court. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator must provide to Defendant's counsel and Settlement Class Counsel, in a form that may be filed with the Court, proof of the establishment and maintenance of the Settlement Website. Approximately 100 days after the Effective Date, the Settlement Administrator must remove all information from the Settlement Website other than this Settlement Agreement and the Final Approval Order. The Settlement Administrator must disestablish the Settlement Website within 150 days after the Effective Date. If the Settlement Administrator established the Settlement Website with a top-level domain name, the Settlement Administrator must transfer ownership of the domain name to Defendant promptly after disestablishing the Settlement Website.

Subsection 6.3.4 Telephone Assistance Program

The Settlement Administrator must establish and staff a toll-free telephone number to answer questions from (b)(2) Class Members. The Settlement Administrator must activate the toll-free number no later than three days before the Notice Date after Preliminary Approval. The toll-free number must have a VRU that allows (b)(2) Class Members to listen to answers to frequently asked questions, as well as an option for class members to leave a message to receive a return phone call from the Settlement Administrator. The Settlement Administrator must provide these services in English and include a VRU option for callers who speak Spanish. Not later than 20 days before the Final Fairness Hearing, the Settlement Administrator must provide to Defendant's Counsel and Settlement Class Counsel proof, in a form that may be filed with the Court, of the establishment

and maintenance of the telephone assistance program described in this subsection. The Settlement Administrator must deactivate the toll-free number within 120 days after the Effective Date.

Section 6.4 Expenses of Notice and Administration

Subsection 6.4.1 Invoices Required

The Settlement Administrator must invoice all notice, claim, and other administration costs.

Subsection 6.4.2 Amount of Charges

The Settlement Administrator may charge the amounts set out in the agreement by which the Parties hire the Settlement Administrator for the administration of the (b)(2) Class. Subject to approval of the Parties, the Settlement Administrator may retain this amount from the (b)(2) Settlement Fund to pay for settlement administration. If approved by the Parties, the Settlement Administrator may pay to itself an additional amount equal only to additional out-of-pocket expenses or administrative costs that the Settlement Administrator reasonably incurs and did not originally contemplate in the agreement, but only to the extent that (a) the additional expenses, together with the expenses originally contemplated in the statement and actually expended, exceed the total amount contemplated in the agreement and (b) amounts remain in the (b)(2) Settlement Fund. Settlement Class Counsel shall bring any disputes relating to this Subsection 6.4.2 to the Court for resolution.

Subsection 6.4.3 (b)(2) Class expenses are Paid from (b)(2) Settlement Fund

No expenses associated with notice, claims, and other administration costs associated with the settlement of the claims of the (b)(2) Class will increase the amount paid by Defendant as part of settling these claims under any circumstances. All payments will come from the (b)(2) Settlement Fund.

Section 6.5 Notice Under Class Action Fairness Act of 2005

Defendant shall send the CAFA Notice not later than 10 days after the Parties file this Settlement Agreement. Defendant may delegate this task to the Settlement Administrator.

Section 6.6 Process Changes

As consideration for the release provided by the (b)(2) Settlement Class Members, Defendant has implemented and shall abide by the following process changes: 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 the consumer's file that is used in a product or service that is subject to the FCRA. Any action by Defendant determined in good faith to be reasonably necessary to comply with any federal, state, or local law, enactment, regulation, or judicial ruling shall not constitute a breach of this Settlement Agreement. In the event that any obligation that Defendant has agreed to undertake becomes inconsistent with any future federal, state, or local law, enactment, regulation, or judicial ruling, then Defendant shall be released from performing such obligation after notice to the Court and Class Counsel. Any objection to such change in procedure shall be made to the Court by Class Counsel within ten (10) days of such notice.

Section 6.7 No Right to Opt Out

Federal Rule of Civil Procedure 23(b)(2) does not provide an opt-out right to (b)(2) Class Members. Accordingly, (b)(2) Class Members will not have the right to opt-out of this Settlement insofar as applicable to (b)(2) Class Member claims.

Section 6.8 Objections from (b)(2) Settlement Class Members

Any (b)(2) Class Member who wants to object to this Settlement Agreement may do so only as follows.

Subsection 6.8.1 Notice of Intent to Object

To be effective, an objection must be made by an individual (b)(2) Class Member, not as a member of a group or subclass and, except in the case of a deceased or incapacitated (b)(2) Class Member, not by the act of another person acting or purporting to act in a representative capacity. For an objection to be effective, a notice of intent to object to this Settlement Agreement must be (a) filed with the Clerk of the Court not later than 60 days after the Notice Date; (b) in compliance with all applicable laws and rules; and (c) sent to the Settlement Administrator by U.S. mail, postmarked no later than 60 days after the Notice Date.

Subsection 6.8.2 Contents of Objection

To be effective, an objection must contain: (a) the objecting (b)(2) Class Member's full name, address, date of birth, and telephone number; (b) the name of this Litigation and the case number; (c) a statement of each objection; (d) a statement of whether the objecting (b)(2) Class Member intends to appear at the Final Fairness Hearing; and (e) a written specification of the basis for each objection, including any legal and factual support that the objecting (b)(2) Class Member wishes to bring to the Court's attention and any evidence the objecting (b)(2) Class Member wishes to introduce in support of the objection.

Subsection 6.8.3 Additional Contents for Represented Members

To be effective, an objection submitted through an attorney must contain, in addition to the information set forth in Subsection 6.8.2: the identity, mailing address, email address, fax number, phone number for the counsel by whom the (b)(2) Class Member is represented.

Subsection 6.8.4 No Payments to Objectors or Objectors' Counsel

The Parties, Settlement Class Counsel, and Defense Counsel shall not, without approval of the Court, make any payments to any person or counsel in exchange for forgoing any objection or in

exchange for the withdrawal, dismissal or release of any objection. This provision applies throughout the Litigation, including during the pendency of any appeal, and also operates to bar such payments in exchange for the withdrawal or dismissal, abandoning or forgoing of the appeal, unless such payment is approved by the Court or the applicable appellate court.

Section 6.9 Payments

Subsection 6.9.1 Attorneys' Fees

(a) Request for Attorneys' Fees

No fewer than 21 days before the deadline for objections, Settlement Class Counsel shall file a request to the Court for the award of attorneys' fees (including expert witness fees, court costs, and any other expenses) for representation the (b)(2) Class Members. Settlement Class Counsel shall not request more than the amount equal to the (b)(2) Settlement Fund less amounts expended (or to be expended) by the Settlement Administrator in connection with the administration of the (b)(2) Class settlement and any individual service award to Plaintiff. Defendant does not and shall not oppose such a request. To the extent the Court approves an award of attorneys' fees in an amount less than the above amount, Defendant shall pay only the amount awarded into the (b)(2) Settlement Fund.

(b) Settlement is not Contingent on Attorneys' Fees

This Settlement Agreement is not conditional on the Court's approval of attorneys' fees and costs in the requested amount or in any amount whatsoever. The Parties shall request the Court to consider them separately from the fairness, reasonableness, and adequacy of this Settlement Agreement. The Court's ruling on the request will not terminate or cancel this Settlement Agreement or give the Plaintiff or Settlement Class Counsel a right or option to do so.

(c) Payment of Attorneys' Fees

Out of the (b)(2) Settlement Fund, the Settlement Administrator must pay Settlement Class Counsel attorneys' fees and costs for representation of the (b)(2) Class within 21 days after the Effective Date in an amount that the Court approves.

Subsection 6.9.1 Individual Service Award to the Plaintiff

(a) Application for Individual Service Award

No fewer than 21 days before the deadline for objections and opt-out requests, Settlement Class Counsel shall apply to the Court for an individual service award, not to exceed \$3,750, to be paid to Plaintiff in recognition of her service as class representative of the (b)(2) Class and in consideration for Plaintiff's execution of the General Release contained herein. Defendant does not and shall not oppose such an application. To the extent the Court approves an individual service award in an amount less than the amount requested, any difference will remain in the (b)(2) Settlement Fund.

(b) Settlement is not Contingent on Individual Service Award

This Settlement Agreement is not conditional on the Court's approval of individual service award in the amount applied for or in any amount whatsoever. The Court's ruling on the application will not terminate or cancel this Settlement Agreement or give the Plaintiff or Settlement Class Counsel a right or option to do so.

(c) Payment of Individual Service Award

Out of the (b)(2) Settlement Fund, the Settlement Administrator must pay the individual service award awarded to Plaintiff within 21 days after the Effective Date in an amount that the Court approves.

Section 6.10 Release by (b)(2) Class Members.

Subsection 6.10.1 Release of Willful FCRA and FCRA-Equivalent Claims

As of the Effective Date, (b)(2) Relief Class Members fully, finally, completely, and forever release and discharge the Released Persons from any and all Claims, Liabilities, Proceedings, and Relief under (i) 15 U.S.C. §1681n for willful violation of the 15 U.S.C 1681g or any claims based upon or related to the content, form, manner or nature of consumer disclosures provided to the (b)(2) Class Member in response to his or her request to EWS for the contents of his or her file or (ii) any FCRA State Equivalent requirements regardless of whether such FCRA-Equivalent utilizes the term “willful” for violation of the FCRA State Equivalent to 15 U.S.C 1681g or related to or based upon to the content, form, manner or nature of consumer disclosures provided to the (b)(2) Class Member in response to his or her request to EWS for the contents of his or her file. After entering into this Settlement Agreement, a (b)(2) Class Member may discover facts other than, different from, or in addition to those that they know or believe to be true with respect to the matters released and/or waived herein. The foregoing release and discharge applies to Claims, Liabilities, Proceedings, and Relief known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, and without regard to the subsequent discovery or existence of such other, different, or additional facts. The (b)(2) Class Members do not release and discharge, but instead preserve, the right of a (b)(2) Class Member to file an individual lawsuit under either 15 U.S.C. § 1681o or an FCRA-Equivalent for actual damages for an alleged violation of 15 U.S.C. § 1681g, subject to the waiver of the class action procedural device described in Subsection 6.10.2. This release binds each (b)(2) Class Member, as well as (b)(2) Class Members’ executors, representatives, heirs, successors, bankruptcy trustees, guardians, wards, agents and

assigns of any of the foregoing, and all those who claim through any of the foregoing or who assert claims on behalf of any of the foregoing.

Subsection 6.10.2 Waiver of Class Action Procedural Device

The Plaintiff and (b)(2) Class Members waive their right to pursue, in the future, any Claims, Liabilities, Proceedings, or Relief against the Released Persons using the class action procedural device, as a mass action, a collective action, a private attorney general action or through any other non-individual mechanism, to the extent that the Claim, Liability, Proceeding, or Relief alleges a violation of 15 U.S.C. § 1681g (or any FCRA State Equivalent) or is related to or based upon the content, form, manner or nature of consumer disclosures provided to the (b)(2) Class Member in response to his or her request to EWS for the contents of his or her file. This waiver includes any Claims, Liabilities, Proceedings, or Relief under 15 U.S.C. § 1681o (or any FCRA State Equivalents). The Plaintiff and the (b)(2) Class Members recognize that as part of this Settlement Agreement, Defendant is agreeing to the certification of a tentative injunctive-relief settlement class, even though Defendant expressly denies that this Litigation could be certified as a class action for trial purposes. The Plaintiff and (b)(2) Class Members further recognize that they have already availed themselves of the class action procedural device once in this Litigation and that they have obtained prospective injunctive relief through the Litigation to address both allegations of past violations and the possibility of future, similar alleged violations.

Subsection 6.10.1 Waiver of California Civil Code Section 1542 and South Dakota Codified Laws Section 20-7-11

Plaintiff, for herself and for each (b)(2) Class Member, acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws, which provide:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

This Settlement Agreement provides a specific release of the matters described in this Section 6.10, not a general release in the sense contemplated by these laws. To the extent applicable, the (b)(2) Class Members hereby waive the provisions, rights, and benefits of Section 1542 of the Civil Code of the State of California and Section 20-7-11 of the South Dakota Codified Laws and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that might apply to the fullest extent permitted by law related to all unknown claims. (b)(2) Class Members hereby affirm that this waiver is knowing and voluntary. (b)(2) Class Members hereby acknowledge that they are aware that they may hereafter discover claims presently unknown and unsuspected or facts in addition to or different from those that they now know or believe to be true.

Article 7 FINAL FAIRNESS HEARING AND FINAL APPROVAL

Section 7.1 Final Fairness Hearing

The Parties shall jointly request (or Settlement Class Counsel shall request, without objection from Defendant) that the Court hold a hearing to consider approving this Settlement Agreement (the “**Final Fairness Hearing**”) as provide in this Article 7 approximately 120 days after Preliminary Approval, at least 90 days after the mailing of the CAFA Notice, and to allow at least 20 days after Settlement Class Counsel’s responses to any objections. No later than 20 days before the Final

Fairness Hearing, Settlement Class Counsel shall file a motion for entry of a final judgement unconditionally approving this Settlement Agreement and dismissing the Litigation with prejudice (the “**Final Approval Order**”) substantially in the form attached hereto as Exhibit F.

Section 7.2 Final Approval

All relief contemplated by this Settlement Agreement is contingent upon the Court’s entry of the Final Approval Order on its docket in substantially the form attached hereto as Exhibit F, with such modification as to which the Parties consent either in writing or on the record of the Court.

Article 8 TERMINATION

Section 8.1 Termination by Either Party

Each Party may terminate this Settlement Agreement and declare it null and void ab initio, if one or more of the conditions for reaching the Effective Date definitively and finally fails, including if any of the following conditions occurs:

- (a) The Court requires a notice process materially different from the notice process set forth in this Settlement Agreement or as otherwise agreed upon mutually by the Parties in writing;
- (b) The Court fails to issue a Preliminary Approval Order in accordance with the terms of this Settlement Agreement;
- (c) The Court fails to enter a Final Approval Order dismissing the Litigation with prejudice and integrating all the terms of this Settlement Agreement; or
- (d) The Final Approval Order is appealed, and such Final Approval Order is finally reversed or materially modified on appeal.

Section 8.2 Termination by Defendant

Defendant or Defendant's Counsel may terminate this Settlement Agreement and declare it null and void ab initio if more than 5% of the Settlement Class Members request to opt out under Section 5.7 of this Settlement Agreement.

Section 8.3 Effect of Termination

If the Settlement does not become final and effective for any reason, including if any of the conditions described above occurs and any of the Parties properly elects to terminate the Settlement and the Settlement Agreement as a consequence, then:

- (a) None of the terms of the Settlement Agreement will be effective or enforceable and the Settlement and the Settlement Agreement (including without limitation the class certification provisions thereof) will have no further force and effect;
- (b) The Parties and their counsel shall not offer any of this Settlement Agreement (or any action or document) in evidence or otherwise use any of them in the Litigation or any other proceeding for any purpose;
- (c) Any Court orders, filings, or other entries on the Court's file that result from this Settlement shall be automatically set aside, withdrawn, and stricken from the record;
- (d) This Settlement Agreement (and every action and every document in support thereof), will be without prejudice to any Party, and is not to be construed as an admission;
- (e) All Parties will automatically revert to their litigation positions as of June 3, 2019, and stand in the same procedural position as if the Settlement

- Agreement had not been negotiated, made, or filed with the Court; and
- (f) The Settlement Administrator shall (on written instructions of Defendant's Counsel, without confirmation from Settlement Class Counsel or Court order) return to EWS the (b)(3) Settlement Fund and the (b)(2) Settlement Fund, less Taxes, Tax Expenses, and any administration costs (including fees, costs, and other expenses of the such Settlement Funds) that have been properly disbursed under this Settlement Agreement.

Article 9 PUBLIC STATEMENTS

Settlement Class Counsel shall make no press release, statement to any media source, or other public statement that is disparaging of EWS (meaning a statement that is intended to, or can be reasonably expected to, materially damage EWS' reputation) with respect to the subject matter of this litigation. For the avoidance of doubt, this provision shall not be construed to prohibit Class Counsel from: stating that such counsel was appointed class counsel in this litigation; discussing the non-confidential details of the Litigation and the allegations therein; discussing the details of the settlement and the results achieved therein; or making any statement as part of any formal legal proceedings, such as, by way of example, in any formal pleading or court submission.

Article 10 MISCELLANEOUS PROVISIONS

Section 10.1 Admissibility of Settlement Agreement

This Settlement Agreement shall not be offered or be admissible in evidence in any action or proceeding except (i) the hearings necessary to obtain and implement Court approval of this Settlement Agreement; or (ii) any hearing to enforce the terms of this Settlement Agreement or any related order by the Court.

Section 10.2 Successors and Assigns

The terms of this Settlement Agreement shall apply to and bind the Parties as well as their heirs, successors, and assigns.

Section 10.3 Communications Relating to Settlement Agreement

All notices or other formal communications under this Settlement Agreement shall be in writing and sent by mail to counsel for the Party to whom the notice is being directed at the following addresses:

If to Plaintiff:

POSNER LAW PLLC
Attn: Gabriel Posner, Esq.
270 Madison Avenue, Suite 1203
New York, New York 10016

If to EWS:

TROUTMAN SANDERS LLP
Attn: Cindy D. Hanson
600 Peachtree St. NE, Suite 3000
Atlanta, GA 30308

Any Party may, by written notice to the other Party, change its designated recipient or notice address provided above.

Section 10.4 EWS's Communications with Consumers in the Ordinary Course of Business

EWS reserves the right to continue communicating with its customers and consumers, including Settlement Class Members, in the ordinary course of business. To the extent that consumers initiate communications about this Settlement Agreement, EWS may confirm the fact of a settlement and refer inquiries to the Settlement Administrator. Nothing in this Settlement Agreement prohibits EWS from communicating with consumers about disputes relating to consumer reports about them.

Section 10.5 Efforts to Support Settlement

The Parties and their counsel shall cooperate fully in seeking Court approval for this Settlement Agreement and to use their reasonable efforts to effect the completion settlement under this Settlement Agreement and to protect the Settlement Agreement by applying for appropriate orders

enjoining others from initiating or prosecuting any action arising out of or related to facts or claims alleged in the Litigation, if so required.

Section 10.6 Procedures for Disputes Between Parties Relating to this Settlement Agreement

To the extent any disputes or issues arise related to documenting or effecting this Settlement Agreement, the Parties shall use their reasonable efforts to informally resolve any such disputes or issue, but in the event any such dispute or issue cannot be resolved informally, shall bring any such dispute or issue to the Court for resolution.

Section 10.7 Entire and Voluntary Agreement

The Parties intend the Settlement Agreement to be a final and complete resolution of the Litigation. The Parties affirm that they negotiated the terms of the Settlement Agreement at arm's length and in good faith and reached these terms voluntarily after consultation with competent legal counsel. This Settlement Agreement contains the entire agreement and understanding concerning the Litigation and its settlement and supersedes all prior negotiations and proposals, whether written or oral. No one has made any promise, representation, or warranty whatsoever not contained in this Settlement Agreement and the other documents referred to in this Settlement Agreement to induce anyone to execute the same. The Parties affirm that they have not executed this instrument or the other documents in reliance on any promise, representation, or warranty not contained in this Settlement Agreement and the other documents referred to in this Settlement Agreement.

Section 10.8 Headings for Convenience Only

The headings in this Settlement Agreement are for the convenience of the reader only. The Parties do not intend the headings to affect the meaning or interpretation of this Settlement Agreement, so have not exercised care to assure that they fully represent the contents of the parts they introduce.

Section 10.9 Settlement Agreement Controls

To the extent that there is any conflict between the terms of this Settlement Agreement and the exhibits attached hereto, this Settlement Agreement controls.

Section 10.10 Amendments

This Settlement Agreement may be amended or modified only by a written instrument signed by EWS and Settlement Class Counsel, or their respective successors-in-interest.

Section 10.11 Authorization of Counsel

Plaintiff hereby authorizes Settlement Class Counsel, on behalf of the Settlement Class Members, to (i) take all appropriate action required or permitted to be taken by the Settlement Class Members as a class under this Settlement Agreement to effectuate its terms and (ii) to enter into any modifications or amendments of this Settlement Agreement on behalf of the Settlement Class Members that they deem necessary or appropriate. Each attorney executing this Settlement Agreement on behalf of any Party hereto hereby warrants that such attorney has the full authority to do so.

Section 10.12 Confidentiality

All agreements made and Orders entered during the course of the Litigation relating to the confidentiality of information survive this Settlement Agreement.

Section 10.13 Court's Jurisdiction

The Parties and the Settlement Class Members consent to the Court retaining personal and subject-matter jurisdiction for implementation and enforcement of this Settlement Agreement.

Section 10.14 Construction

The Parties and their counsel have cooperated in the drafting and preparation of this Settlement Agreement. A court must not construe this Settlement Agreement against either of the Parties on

the basis of that Party having drafted any or all of this Settlement Agreement. Before declaring any provision of this Settlement Agreement invalid, a court must first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedent so as to find all provisions of this Settlement Agreement valid and enforceable. No court may sever or reform any part of this Settlement Agreement unless the Parties agree to the severability or reform. If a court finds that any part of this Settlement Agreement lacks ascertainable meaning, before receiving or admitting any evidence concerning the meaning of any part of this Settlement Agreement other than the Settlement Agreement itself (such as evidence of a prior course of dealing), a court must expressly identify the vague or ambiguous text to which any such evidence would relate, state how the text is vague or ambiguous, and either (i) in the case of vagueness, instruct the Parties to attempt negotiation of that vagueness before resolving the vagueness itself or (ii) in the case of ambiguity, expressly state how the conflicting interpretations are reasonable based on the text in question.

Section 10.15 No Claims Arising from this Settlement Agreement

No person will have any claim against EWS, Defendant's Counsel, Plaintiff, or Settlement Class Counsel based on distribution of benefits made substantially in accordance with this Settlement Agreement or any Settlement Agreement-related order(s) of the Court.

Section 10.16 Applicable Law

The laws of the United States of America govern this Settlement Agreement and all claims (in contract, in tort, or otherwise) related to it (including its negotiation, execution, performance, or breach). To the extent state law applies for any reason, the internal laws of the State of New Jersey, other than its principles related to conflicts of laws, govern this Settlement Agreement and all claims (in contract, in tort, or otherwise) related to it (including its negotiation, execution,

performance, or breach). No Party or Settlement Class Member may start any judicial proceedings related to this Settlement Agreement in any forum other than the Court. Any notice period set forth in this Settlement Agreement will be calculated under the Federal Rules of Civil Procedure and the District of New Jersey's Civil Local Rules.

Section 10.17 Counterparts

The Parties may sign this Settlement Agreement or any related document in multiple counterparts, with the same effect as signing the same document. Each counterpart is an original. An image delivered electronically (including by facsimile transmission) is a counterpart. All counterparts together are one instrument. Counsel for the Parties shall exchange among themselves signed counterparts. Settlement Class Counsel shall file a complete set of executed counterparts with the Court.

Section 10.18 Date

This Settlement Agreement comes into effect when the Parties, Settlement Class Counsel, and Defendant's Counsel have signed it. The date of this Settlement Agreement will be the date that this Settlement Agreement is signed by the last person to sign it (as indicated by the date associated with the person's signature).

Each of the Parties and their counsel is signing this Settlement Agreement on the date stated beside that person's signature.

Plaintiff:



Shabani Stewart

12/18/19

Date

Settlement Class Counsel (as counsel for Plaintiff and the Settlement Class Members):
Posner Law PLLC

Gabriel Y. Posner

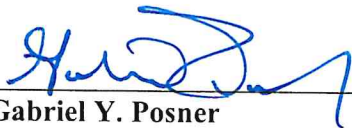
Date

Plaintiff:

Shabani Stewart

Date

Settlement Class Counsel (as counsel for Plaintiff and the Settlement Class Members):
Posner Law PLLC



Gabriel Y. Posner

Date 12/18/2019

The Defendant:
Early Warning Services, LLC.

By: DocuSigned by:
David Oppenheim
9C8C7D3FD68F477...

David Oppenheim
Associate General Counsel

12/18/2019 | 2:16 PM MST

Date

Defendant's Counsel:
Troutman Sanders LLP

By: DocuSigned by:
Hanson, Cindy
125E00D03CF4458

Cindy D. Hanson
Partner

12/18/2019 | 12:09 PM MST

Date