

**A FEDERAL COURT ORDERED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA**

**Richmond Division**

**DONNA K. SOUTTER  
on behalf of herself and all  
similarly situated individuals,**

**Plaintiff**

**v.**

**TRANSUNION, LLC,**

**Defendant.**

CASE NO. 3:10-CV-514 (E.D. Va.)

**NOTICE OF CLASS ACTION SETTLEMENT**

**An unpaid Virginia civil court judgment was included in your TransUnion credit report when that judgment actually had been paid, satisfied, vacated or dismissed.**

Donna Soutter (the “Class Representative”) has sued TransUnion, LLC (“TransUnion”) in the above class action case alleging that it violated the Fair Credit Reporting Act (the “FCRA”), a federal law, by furnishing credit reports that included inaccurate information about a Virginia civil court judgment between July 26, 2008 and December 19, 2013, because that judgment had actually been paid, satisfied, vacated or dismissed at least 31 days before TransUnion issued the credit report. TransUnion denies the allegations and contends that it acted lawfully and in compliance with the FCRA at all times. The court has not yet ruled in favor of either side. Nevertheless, the parties have reached a settlement ***that affects your legal rights.***

The Settlement has been proposed on behalf of consumers who, on or after July 26, 2008, but on or before December 19, 2013, had a hard inquiry on their TransUnion credit file resulting in the delivery of a TransUnion consumer credit report that reflected an unsatisfied Virginia General District Court or Virginia Circuit Court civil court judgment, if at least 31 days prior to the delivery of the consumer credit report, and on the date of delivery of the consumer credit report, such judgment had been satisfied, vacated, or dismissed (the “Settlement Class”).

You have received this notice because records indicate that you are a member of the above-defined Settlement Class.

Your legal rights will be affected by the Settlement of this lawsuit. Please read this notice carefully. It explains the lawsuit, the Settlement, and your legal rights, including the process for receiving a Settlement check, reserving your rights to seek actual damages, excluding yourself from the Settlement, or objecting to the Settlement.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>IF YOU DO NOTHING</b>	If the Court approves the Settlement and you do nothing, your TransUnion credit report will be corrected. You will not receive a cash payment or free credit monitoring service. You will not be able to sue TransUnion related to any inaccurately reported Virginia civil court judgment.
<b>IF YOU SUBMIT A CLAIM FORM BY MAY 28, 2014</b>	Your TransUnion credit report will be corrected. You will also receive a cash payment and six months of TransUnion’s credit monitoring service. If you believe you have been harmed because a consumer credit report TransUnion issued about you was inaccurate, <i>you can claim damages by completing and submitting the enclosed Claim Form.</i> (A copy of the form is also available at <a href="http://SoutterClassAction.clalegal.com">http://SoutterClassAction.clalegal.com</a> .) You will not be able to sue TransUnion related to the inaccurate judgment. The Claim Form deadline is May 28, 2014.

<p><b>IF YOU SUBMIT AN ACTUAL DAMAGE RESERVATION OF RIGHTS FORM BY MAY 28, 2014</b></p>	<p>You will <i>not</i> receive a cash payment from this Settlement. You can remain in the class, receive correction of your TransUnion credit report and six months of TransUnion’s credit monitoring service, but reserve your right to sue TransUnion individually for any actual damages after going through an informal dispute resolution process. If you do this, you will not be eligible to submit a Claim Form or receive a cash payment in this Settlement. Instead, you will be able to sue TransUnion on your own for actual damages that you can prove were caused by TransUnion’s inaccurate reporting of a Virginia civil court judgment. However, before you sue, you must provide information about your alleged damages to the Settlement Administrator and allow TransUnion an opportunity to make a good faith settlement offer. Additionally, you will not be able to sue TransUnion for punitive damages, statutory damages or attorneys’ fees even if you reject the good faith settlement offer. The reservation of actual damages deadline is May 28, 2014.</p>
<p><b>IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT</b></p>	<p>You have the right to exclude yourself from the Settlement completely (“opt out”). You can opt out by following the instructions on the Settlement website <a href="http://SoutterClassAction.clalegal.com">http://SoutterClassAction.clalegal.com</a>. You will not receive any monetary payments from the Settlement, or receive the free credit monitoring service for six months. You will not have any right to object, but you will not be bound by the terms of this Settlement. You instead will have the right to sue TransUnion without following the Reservation of Actual Damages process or being subject to its conditions. The opt out deadline is May 28, 2014.</p>

You have the right to object to the Settlement if you do not opt out. You can remain in the Settlement Class but file written objections to the Settlement. The Court will consider the objections in deciding whether to approve the Settlement. Instructions for making an objection are on the Settlement website, <http://SoutterClassAction.clalegal.com>. If the Settlement is approved, you will not be able to sue TransUnion related to the inaccurate judgment.

If you do not completely exclude yourself from the Settlement and if the Settlement is approved, you will not be allowed to sue TransUnion (or continue to sue TransUnion) on any of the claims that are settled. You will release all claims you may or could base on violation of the FCRA or any other federal, state or local law, statute, regulation or common law, that involve a Virginia General District Court or Virginia Circuit Court civil judgment appearing on your TransUnion consumer credit report or file disclosure, or a consumer report or file disclosure created from data provided by TransUnion, wherein such data inaccurately stated that the Virginia civil court judgment was valid and had not been paid, satisfied, vacated or dismissed. The formal release language and description of the Released Parties are included in the formal Settlement Agreement, which is available on the Settlement website, <http://SoutterClassAction.clalegal.com>.

Please be mindful of the following deadlines:

Request for Exclusion (“Opt Out”) Deadline: **May 28, 2014**

Claims Deadline: **May 28, 2014**

Reservation of Actual Damages Deadline: **May 28, 2014**

The Court has appointed lawyers to represent the Settlement Class, but you may enter an appearance in the case through your own attorney if you want. If you do so, you will have to pay for your own lawyer.

The Court has scheduled a “Fairness Hearing” to occur on June 4, 2014 at 11:00 a.m. at the United States District Court, Eastern District of Virginia, Spottswood W. Robinson III and Robert R. Merhige, Jr. Federal Courthouse, 701 East Broad Street, Richmond, Virginia 23219, to consider whether the Settlement is fair, reasonable and adequate, and to consider any objections to the Settlement. You have the right to attend this hearing.

**ADDITIONAL INFORMATION ABOUT THE LAWSUIT, THE SETTLEMENT, AND YOUR RIGHTS IS ON THE SETTLEMENT WEBSITE:**

**<http://SoutterClassAction.clalegal.com>**

## BASIC INFORMATION

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

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 Henry E. Hudson, of the United States District Court for the Eastern District of Virginia, is overseeing this class action. The case is known as *Soutter v. TransUnion, LLC*, Case No. 3:10-CV-514 (E.D. Va.).

### 2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Donna Soutter is a consumer who was sued for money and suffered a civil judgment in a Virginia General District Court. That judgment was later set aside and dismissed. Ms. Soutter alleges that TransUnion, a consumer reporting agency, continued to report Ms. Soutter’s Virginia civil court judgment as unpaid in her credit reports after it was set aside and dismissed.

Ms. Soutter sued TransUnion in Richmond federal court because she believes that TransUnion violated the Fair Credit Reporting Act (FCRA), a federal law. The FCRA requires TransUnion to “follow reasonable procedures to assure maximum possible accuracy” of every credit report it sells. 15 U.S.C. §1681e(b). Ms. Soutter has alleged that TransUnion systemically failed to include records that Virginia civil court judgments had been paid, satisfied, vacated or dismissed in its credit reports and that this violated the FCRA.

#### *How TransUnion Responded*

TransUnion has denied all charges and allegations of wrongdoing asserted in the lawsuit and contends that it acted lawfully and in compliance with the FCRA at all times. Notwithstanding the denials of liability and alleged unlawful conduct, TransUnion has decided it is in its best interest to settle the lawsuit to avoid the burden, expense, risk and uncertainty of continuing the lawsuit.

## WHO IS AFFECTED BY THE SETTLEMENT?

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

You are a member of the Settlement Class and are affected by the Settlement because TransUnion’s records indicate that a copy of your TransUnion consumer credit report reflecting an unsatisfied Virginia General District Court or Virginia Circuit Court civil court judgment that had been paid, satisfied, vacated, or dismissed at least 31 days prior to the date TransUnion issued the consumer credit report to a third party.

Specifically, for the purposes of Settlement only, the Court has provisionally certified a Settlement Class defined as follows:

Consumers who on or after July 26, 2008 but on or before December 19, 2013 had a hard inquiry on their TransUnion file resulting in the delivery of a TransUnion consumer report that reflected an unsatisfied Virginia General District Court or Virginia Circuit Court civil judgment, if at least 31 days prior to the delivery of the consumer report, and on the date of delivery of the consumer report, such judgment had been satisfied, vacated, or dismissed.

If you fall within the foregoing Settlement Class definition, you will be a Settlement Class Member unless you exclude yourself from the Settlement Class.

## WHAT BENEFITS ARE PROVIDED?

### 4. WHAT DOES THE SETTLEMENT PROVIDE?

You are entitled to make a claim for a cash payment. TransUnion has agreed to pay \$1.4 million into a Settlement Fund. Settlement Class Members *whose reports were inaccurate may submit a Claim Form to receive an additional payment.* (The amount paid will primarily depend on how many people submit claims.) The amount of your payment will be greater if you previously disputed the status and presence of a Virginia civil court judgment on your TransUnion consumer credit report or file disclosure to TransUnion or if your VantageScore credit score was substantially reduced by an inaccurately reported Virginia civil court judgment.

You are entitled to six months of TransUnion's Credit Monitoring service at no cost to you. The retail monetary value of this service is \$89.70. Through this service, you will have online access to your TransUnion credit report and VantageScore credit score at no cost to you for the entire six-month period.

Your TransUnion credit report will be automatically corrected to report the Virginia judgment as paid, satisfied, vacated or dismissed (or the Virginia judgment may be deleted from your TransUnion credit report). Depending on your individual circumstances, this may substantially increase your credit score. This Settlement does not affect reports that may be issued by other credit bureaus.

## HOW YOU GET SETTLEMENT BENEFITS

### 5. WHAT DO I DO IF I WANT TO SUBMIT A CLAIM FOR MONETARY COMPENSATION?

You are permitted to submit a claim for monetary compensation if you can truthfully state that you believe you were damaged as the result of an inaccurate TransUnion report or if you submitted a dispute to TransUnion.

**READ THE FOLLOWING VERY CAREFULLY.** You need to submit a Claim Form no later than May 28, 2014. If you complete the Claim Form online or, if you are submitting the Claim Form by mail, your submission must be postmarked by May 28, 2014. You may also obtain assistance at <http://SoutterClassAction.clalegal.com> or by calling the Settlement Administrator at 1-800-410-1068 or the attorneys appointed to represent you at 1-877-FCRA-LAW (1-877-327-2529).

#### STEP ONE: Complete the Claim Form

In order to submit a claim, you need to follow the instructions on the "Claim Form" attached at the end of this notice. You may submit a Claim Form in either of two ways:

- (1) Submit your Claim Form online at <http://SoutterClassAction.clalegal.com>.

OR

- (2) Return the completed Claim Form to the Settlement Administrator, by U.S. mail, to the address stated in the Claim Form.

The Claim Form – by mail or on the website – requires that you provide some basic information: your name, current postal address, current telephone number, and your confirmation that you either disputed a Virginia civil court judgment with TransUnion, or you believe that you were damaged as a result of TransUnion providing a consumer credit report about you to a third party that inaccurately reflected the status of a Virginia civil court judgment. *All of this information will be kept strictly confidential.* Be sure to state on the Claim Form whether you are choosing to accept your six months of free credit monitoring service, your right to payment of your portion of the Settlement Fund, or both.

#### STEP TWO: Settlement Administrator will Determine the Validity of the Claims

Claim Forms and substantiating documents, whether submitted electronically via the Settlement website or by U.S. Mail, that do not meet the requirements as set forth in the Settlement Agreement will be rejected. If you do not provide accurate information, fail to make the required representations and attestations concerning membership in the Settlement Class, fail to sign a registration form submitted by U.S. Mail by the deadline (or e-sign the form submitted on the website), your claim will be rejected.

The Settlement Administrator shall have the authority to determine whether a claim made by any Settlement Class Member is a Valid Claim. The Settlement Administrator's determinations in this regard shall be final and non-appealable unless TransUnion's Counsel or Class Counsel disagree, in which case the determination shall be made by United States District Court Magistrate Judge Lauck.

If your claim is determined to be invalid, you will still have your TransUnion credit report fixed and you are still entitled to free credit monitoring for 6 months.

Settlement benefits will not be provided until after the Settlement is approved and the "Effective Date" occurs. Claims processing may take significant time. Please be patient!

### 6. HOW MUCH MONEY WILL I RECEIVE IF I SUBMIT A VALID CLAIM?

The amount of money paid to each person who submits a valid claim depends on several factors and will be determined by a weighted formula approved by the Court. If you submit a valid claim, you will receive 1 point. If you are confirmed

to have sent a dispute to TransUnion about a Virginia civil court judgment, you will receive an additional 2 points. If it is confirmed that your VantageScore credit score would have been at least 50 points higher if the Virginia civil court judgment was reported correctly, you will receive another 2 points. Therefore, all Class Members who submit a valid claim will be scored between 1 and 5 points. The Net Settlement Fund will be distributed based on the number of points that your claim is determined to be. For example, a Class Member with a claim that receives a 5 point score will receive a larger payment than a Class Member with a claim that receives a 1 point score.

## **7. WHAT HAPPENS IF I DO NOTHING?**

If you do nothing, you remain in the class. TransUnion will correct any inaccurate Virginia civil court judgment(s) in your TransUnion credit file. However, you will also be precluded from suing TransUnion later regarding the claims settled by the lawsuit. You will not receive any cash payment or credit monitoring service.

## **8. WHEN WOULD I GET MY SETTLEMENT CHECK?**

The Court will hold a hearing on June 4, 2014 at 11:00 a.m. 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 website <http://SoutterClassAction.calegal.com>. Please be patient.

## **9. WHAT AM I GIVING UP TO GET A BENEFIT OR STAY IN THE SETTLEMENT CLASS?**

Unless you exclude yourself, you are staying in the Settlement Class, which means that you cannot be part of any other lawsuit against TransUnion (or other parties released by the Settlement) about the legal claims in this case and legal claims that could have been brought in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you do not exclude yourself from the Settlement Class, you will agree to a "Release of Claims," stated below, which describes exactly the legal claims that you give up if you get Settlement benefits. Basically, you are releasing your right to individually sue for any violation of Federal or State law arising from or in connection with TransUnion's furnishing of a consumer report or other information regarding you or related to you, as described above.

The "Release" contained in the Settlement Agreement states:

As of the Effective Date of the Settlement, the Plaintiff and each Settlement Class Member, their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and all persons acting for or on their behalf, shall be deemed to have fully, finally and forever released the Released Parties from all Released Claims described in Section 2.30 above. Without limiting the foregoing, the Released Claims released pursuant to this Settlement specifically extend to all claims and potential claims that Settlement Class Members do not know or suspect to exist in their favor as of or prior to the Effective Date. The Parties, and all Settlement Class Members, agree that this paragraph constitutes a waiver of any statutory provision, right or benefit of any state or territory of the United States or any jurisdiction, and any principle of common law at law or in equity that prohibits the waiver of unknown claims. THIS WAIVER INCLUDES WITHOUT LIMITATION WAIVER OF ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES, "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." Plaintiff and each Settlement Class Member understands and acknowledges the significance of this waiver relating to limitations on releases. In connection with such waiver and relinquishment, Plaintiff and each Settlement Class Member acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, but that they release fully, finally and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. The Parties acknowledge (and all Settlement Class Members by operation of law shall be deemed to have acknowledged) that the release of unknown Released Claims as set forth herein was separately bargained for and was a key element of the Settlement.

The "Released Claims" are as follows:

Any and all actual or potential claims, actions, causes of action, suits, counterclaims, cross claims, third-party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities,

damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys' fees, costs, expenses, restitution, disgorgement, injunctive relief, any other type of equitable, legal or statutory relief, any other benefits, or any penalties of any type whatever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration or otherwise, and whether triable before a judge or jury or otherwise, including, without limitation, those based on violation of the FCRA or any other federal, state or local law, statute, regulation or common law, that were alleged (or that could have been alleged based on the same facts and circumstances) in the Action, the Amended Complaint or any other complaints, pleadings or other papers filed or to be filed in the Action or any similar or related litigation, and that involved a Virginia General District Court or Virginia Circuit Court judgment appearing on a TransUnion consumer report or file disclosure, or a consumer report or file disclosure created from data provided by TransUnion, wherein such data inaccurately stated or suggested that such judgment was valid and had not been paid or satisfied.

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

If you do not want a benefit from this Settlement, and you want to maintain your right to sue or continue to sue TransUnion on your own about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called excluding yourself – or is sometimes referred to as “opting out” of the Settlement Class. Opting out gives you the right to bring your own lawsuit but may preclude you from participating in any future class action against TransUnion and does not guarantee that your own lawsuit will be successful.

### **10. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?**

You may “opt out” or completely exclude yourself from the Settlement as explained below.

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE MAY 28, 2014 WILL NOT BE HONORED.

You cannot exclude yourself on the phone or by email.

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 completely exclude yourself from the 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 *Soutter v. TransUnion, LLC* case. Be sure to include: (1) the name of this lawsuit, *Donna K. Soutter v. TransUnion, LLC*, Case No. 3:10-CV-514 (E.D. Va.); (2) your full name, current address, and telephone number; (3) the following statement: “I request to be excluded from the Class Settlement in *Donna K. Soutter v. TransUnion, LLC*, United States District Court, Eastern District of Virginia, Case No. 3:10-CV-514 (E.D. Va.)”; and (4) your signature. You must mail your Exclusion Request so that it is postmarked no later than May 28, 2014, to:

Exclusion Requests – *Soutter v. TransUnion Settlement Administrator*  
P.O. Box 1607  
Blue Bell, PA 19422

### **11. IF I DO NOT EXCLUDE MYSELF, CAN I SUE TRANSUNION FOR THE SAME THING LATER?**

No. Unless you exclude yourself or submit an Actual Damage Reservation of Rights Form form and follow the Reservation of Actual Damages procedures, you will give up the right to sue TransUnion as described above. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from *this* class action in order to continue your own lawsuit. Remember, May 28, 2014 is the deadline by which your Exclusion Request or Actual Damage Reservation of Rights Form must be postmarked.

You have the right to have the attorney of your choosing (but at your own expense) advise you whether you should file a Request for Exclusion or a Reservation of Actual Damages form.

### **12. IF I EXCLUDE MYSELF, CAN I GET ANY MONETARY BENEFIT FROM THIS SETTLEMENT?**

No.

## THOSE REPRESENTING YOU

### 13. DO I HAVE A LAWYER IN THIS CASE?

The Class Representative retained **Leonard A. Bennett** and **Matthew J. Erausquin**, Consumer Litigation Associates, P.C., 763 J. Clyde Morris Blvd., Suite 1-A, Newport News, VA 23601 to represent her. In connection with the preliminary approval of the Settlement, the Court appointed these attorneys to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be separately charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for an award of attorneys' fees of \$500,000 to be paid from the Settlement Fund, which TransUnion has agreed not to oppose. However, the Court may ultimately award less than the amount requested, or nothing at all. Class Counsel will also ask the Court to reimburse the costs and expenses incurred by them and by the Class Representative in litigating this matter. The costs of this notice to you and the costs of administering the Settlement are paid from the Settlement Fund.

### 15. IS THE CLASS REPRESENTATIVE ENTITLED TO A SEPARATE PAYMENT?

The Class Representative will ask the Court to approve a payment to her of an amount not to exceed \$7,500 as a service award for her efforts and time expended in prosecuting this case. However, the Court may ultimately award less than this amount or nothing at all.

## OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member who does not exclude yourself entirely from the Settlement, you can object to the Settlement if you think any part of the Settlement is unfair, unreasonable, and/or inadequate. If you choose to object, you can and should explain the detailed reasons why you think the Court should not approve the Settlement. 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 the *Soutter v. TransUnion, LLC* case. Be sure to include: (1) the name of this lawsuit, *Donna K. Soutter v. TransUnion, LLC*, Case No. 3:10-CV-514 (E.D. Va.); (2) your full name, current address and telephone number; (3) a sentence stating that, to the best of your knowledge, you are a member of the Settlement Class; (4) the factual basis and legal grounds for the objection to the Settlement; (5) the identity of any witnesses who you may call to testify at the Fairness Hearing; and (6) copies of exhibits that you may seek to offer into evidence at the Fairness Hearing. Mail these materials to these three different places so that they are postmarked no later than May 28, 2014.

#### COURT

**Clerk of the Court**  
United States District Court  
701 East Broad Street  
Richmond, VA 23219

#### CLASS COUNSEL

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

#### TRANSUNION'S COUNSEL

**Stephen J. Newman**  
Stroock & Stroock & Lavan, LLP  
2029 Century Park East, 16th Floor  
Los Angeles, CA 90067

You also must file a statement with the Court that tells the Court the date that you also mailed or delivered copies of these papers to Class Counsel and Defense Counsel.

There are additional requirements necessary for your attorney if you retain one. These requirements are stated in the Settlement Agreement and Preliminary Approval Order available at <http://SoutterClassAction.clalegal.com>.

## 17. WHAT IS THE DIFFERENCE BETWEEN OBJECTING, EXCLUDING AND RESERVING RIGHTS TO PURSUE ACTUAL DAMAGES?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you remain in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object to this Settlement because the case no longer affects you. If you file an Actual Damage Reservation of Rights form, you will have the right to continue to seek actual damages from TransUnion, but you will be required to follow the procedure set forth in the Settlement Agreement before you sue and you will give up certain other rights (such as the right to recover punitive or statutory damages).

### THE COURT'S FAIRNESS HEARING

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.

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

The Court will hold a Fairness Hearing on June 4, 2014 at 11:00 a.m. at the United States District Court for the Eastern District of Virginia, 701 East Broad Street, Richmond, VA 23219. 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 Class Representatives shall be paid. After the hearing, the Court will decide whether to finally approve the Settlement.

## 19. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. 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.

## 20. 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 the *Soutter v. TransUnion, LLC* case." 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 the Court, Class Counsel and TransUnion's Counsel, at the three addresses provided above and must be received by the Clerk of the Court by May 28, 2014. You cannot speak at the hearing if you have excluded yourself.

### GETTING MORE INFORMATION

## 21. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This Notice summarizes the proposed Settlement. More details can be found on the Settlement website at <http://SoutterClassAction.clalegal.com>, which includes the complaint, Settlement Agreement, and other governing settlement documents.

## 22. HOW DO I GET MORE INFORMATION?

You can visit the website at <http://SoutterClassAction.clalegal.com>. If you have questions about the case, you can call toll free (877) FCRA-LAW (877-327-2529), or write to the Class Counsel, **Leonard A. Bennett**, Consumer Litigation Associates, P.C., 763 J. Clyde Morris Blvd., Suite 1-A, Newport News, VA 23601.

**PLEASE, DO NOT CALL THE COURT, THE CLERK, TRANSUNION OR TRANSUNION'S COUNSEL REGARDING THIS SETTLEMENT.**