

THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

JASON LEE HINKEL, SR. and NARILY
NOON, individually and as a representative of
the Classes,

Plaintiffs,

v.

UNIVERSAL CREDIT SERVICES, LLC,

Defendant.

Civil Action No. 2:22-cv-01902-KBH

SETTLEMENT AGREEMENT & RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is entered into by the Parties and their counsel as of January 5, 2024, in the above-captioned matter, pending in the United States District Court for the Eastern District of Pennsylvania. The Settlement Agreement is subject to Court approval pursuant to Rule 23 of the Federal Rules of Civil Procedure.

1. RECITALS

WHEREAS, on April 8, 2022, Jason Lee Hinkel and Narily Noon (“Plaintiffs”) brought their initial complaint against Universal Credit Services, LLC.

WHEREAS, Xactus, LLC is the successor in interest to certain assets of Universal Credit Services, LLC. Xactus, LLC, in its capacity as successor in interest to certain assets of Universal Credit Services, LLC, and Universal Credit Services, LLC, are collectively referred to as “Defendant.”

WHEREAS, Plaintiffs alleges that Defendant negligently and willfully violated the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”) by providing consumer reports to customers that included deceased notations on consumers who were, in fact, alive, and included

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tradelines summaries calculated based on duplicative tradelines. Defendant disputes that it violated any law with respect to Plaintiffs' consumer report or the reports pertaining to the purported classes.

WHEREAS, Defendant denies each and every one of the allegations of wrongful conduct and damages made in the Complaint, has asserted numerous defenses to Plaintiffs' claims, disputes any wrongdoing or liability whatsoever, and denies that this matter satisfies the requirements to be tried as a class action under Rule 23 of the Federal Rules of Civil Procedure.

WHEREAS, the Parties reached this Settlement Agreement after exchanging discovery, documents, testimony, and information relevant to Plaintiffs' claims. The Settlement Agreement is the product of sustained, arms' length settlement negotiations.

WHEREAS, Plaintiffs and Defendant recognize that the outcome of this matter is uncertain, and that a final resolution through the litigation process would require protracted adversarial litigation, and appeals, substantial risk and expense, the distraction and diversion of Defendant's personnel and resources, and the expense of any possible future litigation raising similar or duplicative claims. As a result, Plaintiffs, Defendant, and their counsel have agreed to resolve this matter as a class action settlement according to the terms of this Settlement Agreement.

WHEREAS, the Parties believe that this Settlement Agreement is fair, reasonable, and adequate in resolving the litigation because it: (1) provides for certification of the Settlement Class, even though the Court has not yet determined whether Plaintiffs' claims could properly be brought as a class action, and Defendant maintains that certification of any class for trial purposes would not be proper under Fed. R. Civ. P. 23; (2) provides for monetary payments to the Settlement Class Members (defined below); and (3) provides relief to the proposed Settlement Class in exchange for a release tailored to the specific claims in this case.

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NOW THEREFORE, without any admission or concession on the part of any Party with respect to the merits of the litigation, the Parties agree that this matter is settled, compromised, and dismissed on the merits and with prejudice, subject to Court approval, on the terms and conditions in this Settlement Agreement.

The recitals above are accurate and are incorporated as terms of this Settlement Agreement.

2. DEFINITIONS

For the purposes of this Settlement Agreement, including the Recitals above, the below terms have the following meanings:

2.1. “CAFA Notice” means notice of this settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and as further described in Section 4.2.5.

2.2. “Claim” means a claim that a member of the Settlement Class may submit pursuant to the process described in Section 4.3.3.1.

2.3. “Claiming Settlement Class Member” means a Settlement Class Member who submits a valid and timely Claim Form.

2.4. “Claim Form” means the form that a member of the Settlement Class may submit in order to assert a Claim to the Settlement Fund, attached as **Exhibit B**.

2.5. “Claim Submission Deadline” means a postmark deadline of sixty (60) days following the mailing of Notice to the Settlement Class.

2.6. “Class Counsel” means Berger Montague PC.

2.7. “Class List” means the list of Settlement Class Members, including individuals who may ultimately opt-out, that Defendant will generate, as described below. When compiling the

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Class List, Defendant can remove records that facially appear to have been pulled as a test report or test account.

2.8. “Named Plaintiffs” or “Plaintiffs” means Jason Lee Hinkel and Narily Noon

2.9. “Court” means the United States District for the Eastern District of Pennsylvania, where this Litigation is pending.

2.10. “Cy Pres Recipients” means Public Justice and Community Action Agency of Delaware County, Inc.

2.11. “Defendant” means Xactus, LLC, in its capacity as successor in interest to certain assets of Universal Credit Services, LLC, and Universal Credit Services, LLC.

2.12. “Effective Date” means the later of the following: (1) 31 days after the entry of the Final Judgment and Order (or the following business day if 31 days is not a business day) if there are no objectors to the settlement and no one has filed an appeal; (2) 61 days after the entry of the Final Judgment and Order (or the following business day if 61 days is not a business day) if there are objectors, but none of the objectors have either filed an appeal or moved for an extension of the appeal deadline; or (3) if there is any appellate activity, the day the appeal has been exhausted in such a manner as to affirm the Final Judgment and Order, and no further appeals are possible, including review by the United States Supreme Court.

2.13. “Escrow Account” means an interest-bearing account at a financial institution that the Settlement Administrator identifies, subject to Defendant’s approval, in which the Settlement Fund shall be deposited.

2.14. “FCRA” means the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681-1681x.

2.15. “Funding Date” means seven (7) days after the Effective Date.

2.16. “Final Approval Hearing” is the hearing the Court schedules to make a final determination as to whether this settlement is fair, reasonable, and adequate. Subject to Court approval, the Parties will request the Court set this hearing date at least seventy-five (75) days following the mailing of Notice to the Settlement Class.

2.17. “Settlement Class” or “Settlement Class members” means all persons residing in the United States of America (including its territories and Puerto Rico) who: (1) were the subject of a bi-merge or tri-merge report using the legacy Universal Credit Services system and branding from April 8, 2020 through October 13, 2023; (2) that included at least one notation related to a deceased status in the score, fraud, or tradeline sections of the report; (3) where at least one of the underlying consumer reporting agencies returned a credit score; and (4) there was activity on a tradeline within 180 days of the date of the report or activity after the date of the report and that activity did not have a deceased indicator. The Settlement Class does not include Defendant’s officers, directors, and employees; Defendant’s attorneys; Named Plaintiffs’ attorneys; and any Judge overseeing or considering the approval of the settlement together with members of their immediate family and any judicial staff.

2.18. “Settlement Class Notice Plan” means the plan for providing notice of this settlement to the Settlement Class under Federal Rules of Civil Procedure, Rule 23(c)(2)(A) and (e)(1), as set forth in Section 4.2.

2.19. “Settlement Class Released Claims” means those claims that the Settlement Class Members are releasing, as set forth in Section 4.4.

2.20. “Settlement Website” means the Internet website the Settlement Administrator will establish, as part of the Settlement Class Notice Plan, as set forth in Section 4.2.4.

2.21. “Settlement Fund” means the amount of \$225,000, which is the monetary relief Defendant has agreed to provide for the benefit of the Settlement Class, as further described in Section 5.1.

2.22. “Final Judgment and Order” means a final judgment and order of dismissal entered by the Court in this Litigation, in the form of **Exhibit E**, granting final approval of this Settlement Agreement (including addressing Class Counsel’s request for attorneys’ fees, costs, and other expenses, notice and administration costs and expenses, and Named Plaintiffs’ request for a Service Award), and entering a judgment according to the terms of this Settlement Agreement.

2.23. “Litigation” means the matter styled as *Jason Lee Hinkel and Narily Noon v. Universal Credit Services, LLC*, No. 2:22-cv-01902-KBH, which is currently pending in the United States District Court for the Eastern District of Pennsylvania.

2.24. “Net Settlement Fund” means the Settlement Fund less all amounts awarded as a Service Award, costs, administrative fees, notice expenses (including the advance on notice expenses set forth in Section 4.2.6), and any other expenses the Court authorizes for deductions from the Settlement Fund.

2.25. “Notice” means the notice (in a form substantially similar to that attached as **Exhibits A and B** and approved by the Court) that will be emailed or mailed to the Settlement Class, as further described in Section 4.2.3.

2.26. “Opt-Out-Deadline” and “Objection Deadline” mean the date(s) the Court establishes as the deadline by which Settlement Class Members must postmark a written notice of their intent to opt-out of the settlement and by which objections to the preliminarily approved settlement must be sent to the Settlement Administrator. The Parties shall jointly request that this date be no less than sixty (60) days following the mailing of Notice to Settlement Class Members.

2.27. “Party” and “Parties” mean the Named Plaintiffs, the Settlement Class, and the Defendant.

2.28. “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order in the form attached as **Exhibit D**, preliminarily approving the Settlement Class, preliminarily approving the proposed settlement, approving and directing the Settlement Class Notice Plan, appointing a Settlement Administrator, and appointing Class Counsel.

2.29. “Released Parties” means Xactus, LLC, Universal Credit Services, LLC, and each of their respective past, present, and future employees, parents, subsidiaries, affiliate corporations, or other business entities, including but not limited to their members, officers, directors, employees, agents, personal representatives, contractors, resellers, suppliers, insurers, attorneys and assigns. “Released Parties” explicitly does not include Experian, Equifax, TransUnion, or any consumer reporting agencies who supplied any information about consumers to Defendant. With respect to MeridianLink, Inc. and its affiliates, they are not released from claims that are unrelated to reports prepared through the Universal Credit Services line of business.

2.30. “Service Award” means the one-time payment to the Named Plaintiffs, for the time and resources he has put into representing the Settlement Class, as set forth in Section 5.3.

2.31. “Settlement Administrator” means, subject to Court approval, Continental DataLogix LLC.

2.32. “Settlement Agreement” means this Settlement Agreement and Release, including all attached Exhibits.

2.33. “Long Form Notice” means the notice (in a form substantially similar to that attached as **Exhibit C** and approved by the Court) that will be posted on the Settlement Website, as further described in Section 4.2.3.

3. PRELIMINARY APPROVAL

3.1. Preliminary Approval Order

Plaintiffs shall file with the Court a motion for Preliminary Approval of the proposed settlement; Conditional Certification of the Settlement Class, Appointment of Class Counsel; Approval and Direction of the Settlement Class Notice Plans; and Appointment of the Settlement Administrator by January 8, 2024. The motion must seek entry of an order that would, for settlement purposes only:

- a) Preliminarily approve this Settlement Agreement;
- b) Preliminarily certify a settlement class under Federal Rule of Civil Procedure 23(b)(3) that is composed of the Settlement Class Members;
- c) Appoint Plaintiffs and Class Counsel to represent the Settlement Class;
- d) Approve the proposed Settlement Class Notice Plan, including the form of Notice substantially similar to that attached as **Exhibit A and B**; and
- e) Appoint the Settlement Administrator.

3.2. Class Certification for Settlement Purposes Only

Defendant contends that the Settlement Class could not be certified as a class under Federal Rule of Civil Procedure 23 in a contested motion for trial purposes. Nothing in this Settlement Agreement may be construed as an admission by Defendant that this Litigation or any similar case is amenable to class certification for trial purposes. To the contrary, Defendant believes that certification of the Settlement Class through a contested motion for class certification in the non-settlement context would be improper. Further, nothing in this Settlement Agreement prevents Defendant from opposing class certification or seeking de-certification of the Settlement Class if final approval of this Settlement Agreement does not occur, or is not upheld on appeal, including

review by the United States Supreme Court, for any reason, or if any of the conditions exist that permit Defendant to terminate this Settlement Agreement in accordance with Section 7.

4. SETTLEMENT CLASS

4.1. Certification of Settlement Class

4.1.1 Class Definition

For purposes of settlement only, and upon the express terms and conditions set forth in this Settlement Agreement, the Parties agree to seek certification of the Settlement Class as defined in Section 2.19. There are approximately 1,767 Settlement Class Members.

4.2 Settlement Class Notice Plan

4.2.1 Class List of Settlement Class Members

Within ten (10) days after entry of the Preliminary Approval Order, Defendant shall provide the Class List to the Settlement Administrator, which will include the following information for each Settlement Class Member, as reflected in Defendant's records:

- (a) The Settlement Class Member's name; and
- (b) The Settlement Class Member's last known postal address.

When compiling the Class List, Defendant shall include a notation in the list, to the extent possible from Defendant's records or third-party records, as to which Settlement Class Members should be part of the Automatic Payment Category, as discussed in Section 4.3.2.

The Settlement Administrator shall update the addresses in the Class List via the USPS National Change of Address system, or any other appropriate database the Settlement Administrator regularly uses for updating mailing addresses, prior to mailing the Class Notice.

The Named Plaintiffs, Class Counsel, and Settlement Class acknowledge and agree that Defendant is providing the information referenced in this Section to the Settlement Administrator

solely to effectuate the terms of this Settlement Agreement, and that such information shall not be used, disseminated, or disclosed by or to any other person for any other purpose. Defendant's inclusion of these individuals' personal information during this process is in no way an admission of liability with respect to these individuals. If the settlement is terminated for any of the reasons identified in Section 7, the Settlement Administrator shall immediately destroy any and all copies of the information referenced in this Section.

4.2.2 Court Appointment and Retention of Settlement Administrator

With the motion for Preliminary Approval, the Parties will propose that the Court appoint the Settlement Administrator. The Settlement Administrator's responsibilities shall include, but are not limited to, giving notice, obtaining new addresses for returned mail, setting up and maintaining a Settlement Website and, in conjunction with Class Counsel, fielding e-mail and other inquiries about the Settlement Agreement from Settlement Class Members, directing the mailing of payments to Settlement Class Members, coordinating with Class Counsel and Defendant's Counsel, and any other tasks reasonable required to effectuate the settlement. The Settlement Administrator will provide monthly updates on the status of disbursements and cashed checks to counsel for the Parties.

4.2.3 Settlement Class Notice

Named Plaintiffs, Defendant, and the Settlement Administrator have agreed that they will jointly recommend the Notices and Long Form Notice, substantially in the form attached as **Exhibits A, B, and C**, to the Court for approval.

Within twenty-one (21) days of the Court entering Preliminary Approval, the Settlement Administrator will send a notice of the settlement via electronic mail (where available) and U.S. Mail, postage prepaid, also requesting either forwarding service or change service to the last

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known address reflected in the Class List as necessary. The Administrator will send the Notice of Settlement, substantially in the form attached as **Exhibit A**, to all members of the Automatic Payment Category. The Administrator will send the Notice of Settlement and Claim Form, substantially in the form attached as **Exhibit B**, to all other members of the Settlement Class. Collectively, this is the “Notice” to the Settlement Class, as defined in Section 2.25. Prior to the mailing, the Settlement Administrator shall utilize the U.S. Postal Office’s National Change of Address System. By that same deadline, the Settlement Administrator will post the Long Form Notice to the Settlement Website.

For up to thirty (30) days following the mailing of the Notice via U.S. Mail (if applicable), the Settlement Administrator will re-mail the Notice via standard U.S. Mail, postage prepaid, to those Settlement Class Members whose notices were returned as undeliverable to the extent an alternative mailing address can be reasonably located. The Settlement Administrator will first attempt to re-mail the Notice to the extent that it received an address change notification from the U.S. Postal Service. If an address change notification form 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.

Neither the Parties nor the Settlement Administrator will have any further obligation to send notice of the settlement to the Settlement Class Members.

4.2.4 Settlement Website

The Settlement Administrator shall create and maintain the Settlement Website to be activated no later than five (5) days prior to the mailing of the Notice described above. The URL for the website will be as agreed by the parties. The Settlement Website will post important settlement documents, such as the operative Complaint, the Notice, the Long Form Notice, the

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Settlement Agreement, and the Preliminary Approval Order. In addition, the Settlement Website will include a Claim Form, an ability for Settlement Class Members to update their address and provide their e-mail and telephone numbers, a section for frequently-asked questions, and procedural information regarding the status of the Court-approval process, such as information about the date and time of the Final Approval Hearing, notification of entry of the Final Judgment and Order, a calculation of when the Effective Date is expected or has been reached, and notification regarding when payment will likely be mailed.

4.2.5 Class Action Fairness Act (“CAFA”) Notice

The Parties agree that the Defendant shall serve notice of the settlement at Defendant’s expense that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials not later than ten (10) days after the filing of this Settlement Agreement with the Court. Defendant may use a third-party to serve the CAFA Notice, in Defendant’s discretion.

4.2.6 Costs and Expenses.

Within seven (7) days of Preliminary Approval, Defendant will advance twenty thousand dollars (\$20,000) to the Settlement Administrator to effectuate the Settlement Class Notice Plan. Defendant shall receive a credit for this payment when it comes time to fund the Settlement Fund, as discussed in Section 5. With the exception of the CAFA Notice, all costs and expenses associated with the Settlement Class Notice Plan shall be paid out of the Settlement Fund. Under no circumstances will Defendant have any payment obligations pursuant to this Settlement Agreement that exceed the Settlement Fund referenced in Section 2.21 and the attorneys’ fees referenced in Section 5.3.

4.3 Settlement Consideration

4.3.1 Settlement Class Monetary Relief

The Net Settlement Fund shall be allocated *pro rata* to Settlement Class Members. Payment shall be made automatically to all members of the Automatic Payment Category. All remaining Settlement Class Members may submit a claim. Any Settlement Class Member who submits a claim that is not disallowed shall receive part of the *pro rata* payment.

4.3.2 Automatic Payment Category

The Automatic Payment Category includes all Settlement Class Members who meet the following criteria: 1) whose report(s) were generated based on an application for credit, 2) where at least two consumer reporting agencies returned a credit score on the report(s) at issue, 3) where, based on third-party records, the Social Security Number associated with the death record matches the individual listed on the report(s) at issue, and 4) whose report(s) at issue were run using a Social Security Number that a third-party data provider did not match to a documented date of death.

4.3.3 Claims Process

Any Settlement Class Member who is not a member of the Automatic Payment Category and who attests he or she was the subject of a tri-merge or bi-merge report with a deceased notation sold by Defendant, during the class period, when the Settlement Class Member was, in fact, alive is eligible to submit a Claim Form. If a Settlement Class Member was not the subject of a report with a deceased notation sold by Defendant when he or she was alive, he or she is not eligible to submit a Claim Form. All Settlement Class Members who submit a claim are part of the “Claims Made Category.”

4.3.3.1 Claim Forms

To assert a Claim, an eligible Settlement Class Member must submit a completed and signed Claim Form certifying that the Settlement Class Member was the subject of a tri-merge or bi-merge report with a deceased notation sold by Defendant, during the class period, when the Settlement Class Member was, in fact, alive. The Settlement Class Member must also certify that the information contained in the Claim Form is accurate to the best of his or her knowledge, information, and belief. A Claim Form (or resubmitted Claim Form) shall be deemed to have been submitted timely if the Claim Form is submitted on the Settlement Website or postmarked by the USPS or other expedited mail service on or before the Claim Submission Deadline. Eligible Settlement Class Members who submit a complete and timely Claim Form are considered Claiming Settlement Class Members.

4.3.3.2 Processing of Claim Forms

The Settlement Administrator shall receive and process all Claim Forms. The Settlement Administrator shall disallow any Claim when the Claim Form is not submitted timely (subject to the approval process in Section 4.3.3.4), is not completed in full, or is not signed by the Settlement Class Member.

4.3.3.3 Process for Disallowed Claim Forms

If the Claim is disallowed for any reason, then the Settlement Administrator, within seven (7) days after the decision to disallow, shall notify the person who submitted the Claim by first class mail, with an electronic copy to Class Counsel and Defendant's Counsel: (a) that the Claim has been disallowed in whole or in part; and (b) the reasons for such disallowance. The Settlement Administrator shall include a clean copy of a Claim Form with the mailing.

A person who submitted the form may, within fourteen (14) days after the date of mailing of the notice of disallowance, resubmit a Claim Form, which the Settlement Administrator shall review and either finally allow or finally disallow as above within seven (7) days after receipt of the resubmitted Claim Form.

The Settlement Administrator shall notify the person who submitted the form, Class Counsel, and Defendant's Counsel of any such decision on a resubmitted Claim Form.

4.3.3.4 Untimely Claim Forms

With the written agreement of Class Counsel and Defendant's Counsel, the Settlement Administrator may deem valid a Claim Form that is postmarked after the Claim Submission Deadline, but that the Settlement Administrator received prior to the Final Approval Hearing.

4.4 Settlement Class Release

4.4.1 Release of All Claims

Upon the Effective Date, each member of the Settlement Class who has not validly excluded himself or herself, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged all the Released Parties of and from all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever arising before and up through the Effective Date, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, which he or she ever had or now has under the FCRA, state analogs, or common law, resulting from, arising out of, or regarding, the inclusion of any notations or indicators that the

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consumer is deceased or dead in reports prepared by Defendant (the “Settlement Class Released Claims”). For purposes of clarity, but not limitation, this release includes any form of equitable relief, actual damages, statutory damages, and/or punitive damages sought from the Released Parties.

Subject to the Court’s approval, the Settlement Class Members are bound by this Settlement Agreement. All of the Settlement Class Members’ Settlement Class Released Claims will be dismissed with prejudice and released as against the Released Parties.

4.4.2 Waiver of Unknown Claims; General Release

Settlement Class Members acknowledge that they may subsequently discover facts that supplement, or are in addition to, those facts that they or Class Counsel now believe to be true with respect to this Litigation or the Settlement Class Released Claims. Nonetheless, the Settlement Class Members intend to fully, finally, and forever settle and release any and all Settlement Class Released Claims, without regard to the subsequent discovery of additional or different facts, whether known or unknown.

Settlement Class Members and Class Counsel understand and acknowledge the significance of this waiver of California Civil Code § 1542 and/or any other applicable federal or state law relating to limitations on releases with respect to the Settlement Class Released Claims.

4.4.3 Binding Release

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection with such shall affect the dismissal of the Litigation, the *res judicata* effect of the Final Judgment and Order, the release, or any other provision of the Final Judgment and Order; provided, however, that all other

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legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

4.4.4 Opt-Out from Settlement Class

4.4.4.1 Requests for Exclusion

All Settlement Class Members have the opportunity to opt out of the Settlement Class by submitting a “Request for Exclusion.” All Requests for Exclusion must be in writing, sent to the Settlement Administrator, and postmarked no later than the Opt-Out Deadline. To be valid, a Request for Exclusion must be signed by the individual on the Class List and must include: (1) the individual’s name, address and telephone number; and (2) a statement substantially to the effect that: “I request to be excluded from the Settlement Class in *Hinkel v. Universal Credit Services, LLC*.” If a Settlement Class Member submits both a Request for Exclusion and a Claim Form, the Claim Form shall take precedence and the individual will not be excluded from the Settlement Class. No one may submit a Request for Exclusion on behalf of any other person in the Settlement Class.

Class Counsel agree that this Settlement Agreement is fair, reasonable, and in the best interest of the Settlement Class Members. For that reason, Class Counsel has no present intention to represent any individual who submits a Request for Exclusion against the Released Parties with respect to a Settlement Class Released Claim. Based upon unique circumstances here, Class Counsel agrees that Settlement Class Members who seek to opt-out should be represented by counsel who do not agree that the Settlement Agreement is fair, reasonable, and in the best interest of the Settlement Class Members. Accordingly, Class Counsel intends to, if contacted, refer any such opt-outs to the applicable state bar association or other referral organization for appropriate

counsel in any subsequent litigation against Defendant related to a Settlement Class Released Claim.

4.4.4.2 Verification of Opt-Outs by Settlement Administrator

The Settlement Administrator shall provide copies of the Requests for Exclusion to the Parties no later than three days after the Settlement Administrator receives them. No later than sixty-five (65) days following the mailing of Notice to the Settlement Class, the Settlement Administrator shall provide to Class Counsel (with a copy to Defendant), who shall file it with the Court, a declaration verifying that the Settlement Administrator has provided notice to the Settlement Class and listing all of the valid opt-outs the Settlement Administrator received.

4.4.4.3 Effect of Opt-Out from Settlement Class

All individuals within the Settlement Class who timely submit a valid Request for Exclusion (and who do not also submit a Claim Form) will, subject to Court approval, exclude themselves from the Settlement Class and preserve their ability to independently pursue, at their own expense, any individual claims they wish to assert against Defendant. Any such individual within the Settlement Class who appropriately opts out will not be bound by further orders or judgments in the Litigation as they relate to the Settlement Class.

4.4.4.4 Objections from Settlement Class Members

Any Settlement Class Member who has not previously opted-out in accordance with the terms above and who intends to object to this Settlement Agreement must send the objection to the Settlement Administrator with a postmark date no later than the Objection Deadline. The objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel and, if counsel intends to submit a request for fees, all factual and legal support

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for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel. Class Counsel shall provide any objections that the Settlement Administrator receives through the process above to the Court when Class Counsel moves the Court for final approval of the settlement.

Any Settlement Class Member who fails to timely object pursuant to this Section shall not be permitted to object to any aspect of the settlement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

5. SETTLEMENT FUND

5.1 Settlement Fund

By the Funding Date and subject to Court approval, Defendant agrees to fund the Settlement Fund in the total amount of \$225,000, less the amount provided for in Section 4.2.6. Defendant shall deposit this amount in the Escrow Account. This funding constitutes the total monetary consideration for the settlement, inclusive of any and all payment of Service Award, costs, administrative fees, notice expenses, and any other expenses described, except for the payment of attorneys' fees described in Section 5.3. In no event shall Defendant be required to pay any other amount in the Litigation aside from the Settlement Fund, except the funds necessary to effectuate the CAFA Notice described in Section 4.2.5 and the payment of attorneys' fees described in Section 5.3.

5.2 Settlement Fund Tax Status

5.2.1 The Parties agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section, including the “relation back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5.2.2 For the purpose of Treasury Regulation § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns shall be consistent with this Section and in all events shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the respective settlement fund as provided herein.

5.2.3 All (a) taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (b) expenses and costs incurred in connection with the operation and implementation of this Section (including, without limitation, expenses of tax attorneys and/or

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accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns), shall be paid out of the Settlement Fund. In no event shall the Released Parties have any responsibility for or liability with respect to the taxes or the tax expenses. The Settlement Administrator shall indemnify and hold the Released Parties harmless for taxes and tax expenses (including, without limitation, taxes payable by reason of any such indemnification). Further, taxes and tax expenses shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court, and the Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to 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)); the Released Parties are not responsible therefore nor shall they have any liability with respect thereto. The Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out this Section.

5.3 Attorneys' Fees, Service Award, Costs, and Other Expenses

5.3.1 No later than forty-five (45) days following the mailing of Notice to the Settlement Class, Class Counsel shall make an application to the Court for an award of attorneys' fees, costs, and other expenses for their representation of the Settlement Class, not to exceed two-hundred twenty-five thousand dollars (\$225,000). This application will be posted to the Settlement Website within one day of filing with the Court. No later than the time Class Counsel files the application above, Class Counsel shall provide to Defendant properly-completed W-9 Forms pertaining to Class Counsel, Plaintiffs, and the Settlement Fund.

Defendant agrees to pay to Class Counsel the attorneys' fees, costs and other expenses the Court awards pursuant to the application referenced above separate and apart from the Settlement

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Fund. However, in no event shall Defendant be required to pay anything more than two hundred twenty-five thousand dollars (\$225,000) in attorneys' fees, costs, and other expenses, even if the Court awards more in response to Class Counsel's application. Defendant shall make the payment for attorneys' fees, costs, and other expenses pursuant to the schedule in Section 5.3.4.

5.3.2 No later than forty-five (45) days following the mailing of Notice to the Settlement Class, Named Plaintiffs shall make an application to the Court for the Court's approval of a Service Award of up to \$7,500 to be paid from the Settlement Fund. Defendant agrees not to oppose a Service Award of \$7,500 for the Named Plaintiffs. Defendant's agreement to this Service Award is in no way an admission of liability for Plaintiffs' claims. In exchange for any Service Award the Court awards, upon the Effective Date, Named Plaintiffs on behalf of themselves and their spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged all the Released Parties of and from all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever arising before and up through the Effective Date, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, including all claims asserted in the instant matter. To the extent the Court approves a Service Award in an amount less than the requested amount, the difference shall remain in the Settlement Fund for the benefit of the Settlement Class Members.

5.3.3. The Court shall consider the applications for attorneys' fees and the Service Award, and any and all matters related thereto, separately from the Court's consideration of the

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fairness, reasonableness and adequacy of the Settlement Agreement. The Named Plaintiffs and Class Counsel agree that this Settlement Agreement is not conditioned on the Court's approval of attorneys' fees or the Service Award in the requested amount or in any amount whatsoever. The Court's ruling on the application or applications for such fees and award shall not operate to terminate or cancel the Settlement Agreement.

5.3.4 Payment Schedule

Defendant shall pay approved attorneys' fees, costs and expenses, subject to Court approval and subject to the cap in Section 5.3.1, within seven (7) days after the Funding Date.

The Service Award, subject to Court approval, shall be paid from the Settlement Fund in the amount approved by the Court within fourteen (14) days after the Funding Date.

In addition, before commencing distribution to the Settlement Class Members, the Settlement Administrator shall determine the funds necessary to cover the costs of notice and administration that the Settlement Administrator has already incurred, and reasonably expects to incur, in completing the Settlement Class Notice Plan. The Settlement Administrator shall submit that estimate to Class Counsel and Defendant's counsel for approval. Once approved, the Settlement Administrator shall withhold the estimated amount from further distribution from the Settlement Fund in order to cover costs of notice and administration.

Within fourteen (14) days after the Funding Date, the Settlement Administrator shall mail equal payments to each Settlement Class Member in the Automatic Payment Category and each Claiming Settlement Class Member to the last known address reflected in the Class List or the updated address previously used during the Settlement Class Notice Plan. The payment notices accompanying the check shall notify the recipients that the checks must be cashed within sixty

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(60) days from the date on the enclosed check and the enclosed check shall not be valid after that date.

If any checks issued to Settlement Class Members from the Settlement Fund remain uncashed after the stale date referenced above – and the collective amount of those checks allows for a second distribution of at least twenty dollars (\$20) to all Settlement Class Members after further reductions in the Settlement Fund for additional expenses incurred by the Settlement Administrator as a result of the need for a second distribution – then the Settlement Administrator shall distribute the funds associated with those uncashed checks, in proportion to each Settlement Class Member’s initial settlement check, to those Settlement Class Members who cashed a check from the previous distributions. The payment notices accompanying the payment check shall notify the recipients that the checks must be cashed within sixty (60) days from the date on the enclosed check and that the enclosed check shall not be valid after that date.

Any checks from the residual distribution in the immediately preceding paragraph that are not cashed by the stale date referenced above, or funds remaining as a result of checks that were undeliverable, or funds remaining because no residual distribution occurred, shall revert to the Settlement Fund. These remaining funds shall be paid to (and split equally between) the Cy Pres Recipients. The funds shall be distributed within fifteen (15) days of the final stale date referenced above and shall not be used for litigation purposes. Class Counsel represents that Public Justice is not a referral source or expected referral source to Class Counsel for FCRA litigation matters or matters otherwise related to consumer reports.

6. ENTRY OF FINAL JUDGMENT AND ORDER

No later than seventy (70) days following the mailing of Notice to the Settlement Class, the Parties shall jointly seek entry by the Court of a Final Judgment and Order in the form of **Exhibit E**, which includes the following provisions (among others):

- a) Granting final approval of this Settlement Agreement, and directing its implementation pursuant to its terms and conditions;
- b) Ruling on Class Counsel's applications for attorneys' fees, costs, and other expenses;
- c) Discharging and releasing the Released Parties, and each of them, from the Settlement Class Released Claims, as provided in Section 4.4;
- d) Permanently barring and enjoining all Settlement Class Members from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Settlement Class Released Claims;
- e) Directing that the Litigation with respect to the deceased notation class claims be dismissed with prejudice and without costs;
- f) Directing that the Litigation with respect to the trade summary putative class claims be dismissed without prejudice and without costs, except as to Narily Noon, whose trade summary claim is dismissed with prejudice;
- g) Stating pursuant to Federal Rule of Civil Procedure Rule 54(b) that there is no just reason for delay and directing that the Final Judgment and Order is a final, appealable order; and
- h) Reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Judgment Order as provided in Section 8.3.

7. TERMINATION

Defendant's willingness to settle this Litigation on a class action basis and to agree to the accompanying preliminary certification of the Settlement Class is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, Defendant has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to the Named Plaintiffs or to members of the Settlement Class if any of the following conditions subsequent occurs:

- a) The Parties fail to obtain and maintain Preliminary Approval consistent with the provisions of this Settlement Agreement;
- b) More than 25 individuals opt out of the proposed Settlement Class;
- c) The Court fails to enter a Final Judgment and Order consistent with the provisions of this Settlement Agreement;
- d) The settlement, or the Final Judgment and Order, is not upheld on appeal, including review by the United States Supreme Court;
- e) The Named Plaintiffs or Class Counsel commit a material breach of the Settlement Agreement before entry of the Final Judgment and Order; or
- f) The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement.

The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, costs, and other expenses shall not be grounds for the Named Plaintiffs, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement. The failure of the Court or any appellate court to approve in full the request of the Named Plaintiffs for

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their Service Award shall not be grounds for the Named Plaintiffs, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement.

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

8. MISCELLANEOUS PROVISIONS

8.1 Best Efforts to Obtain Court Approval

Named Plaintiffs and Defendant, and the Parties' counsel, agree to use their best efforts to obtain Court approval of this Settlement Agreement, subject, however, to Defendant's rights to terminate the Settlement Agreement, as provided herein.

8.2 No Admission

Except for purposes of enforcing this Settlement Agreement and the Final Judgment and Order, including, without limitation, asserting as a defense the release and waivers provided herein, this Settlement Agreement, whether or not it becomes final, and any and all negotiations, communications, and discussions associated with it, shall not be:

- a) Offered or received against any Party as evidence of any presumption, concession, or admission with respect to any fact or defense at issue in the Litigation;
- b) Offered or received against any Party as a presumption, concession, admission, or evidence of any violation of the FCRA or any state or common law equivalent of the

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FCRA, or any state or federal statute, law, rule, or regulation, or of any liability or wrongdoing by Defendant; or

- c) Offered or received against any Party as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class.

8.3 Court's Jurisdiction

The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether a subsequent suit is released by the Settlement Agreement.

8.4 Settlement Notices

Except for the Settlement Class Notice Plan, as provided for in Section 4.2 above, all other notices or formal communications under this Settlement Agreement shall be in writing and shall be given, with a copy by email: (1) by hand delivery; (2) by registered or certified mail, return receipt requested, postage pre-paid; or (3) by overnight courier to counsel for the Party to whom notice is directed at the following addresses:

For the Named Plaintiffs and the Settlement Class:

E. Michelle Drake
Joe Hashmall
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
Tel. (612) 594-5933
emdrake@bm.net
jhashmall@bm.net

For Defendant:

David Gettings, Esq.
TROUTMAN PEPPER HAMILTON SANDERS, LLP
222 Central Park Ave., Ste. 2000
Virginia Beach, VA 23462
dave.gettings@troutman.com

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

8.5 Confidentiality of Discovery Materials and Information

The Parties, their counsel, and any retained or consulting experts in this Litigation, agree that they remain subject to the Court's Stipulated Protective Order, as appropriate.

8.6 Complete Agreement

This Settlement Agreement is the entire, complete agreement of each and every term agreed to by and among Named Plaintiffs, the Settlement Class, and their counsel. In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. This Settlement Agreement shall not be modified except by a writing executed by all the Parties.

8.7 Headings for Convenience Only

The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

8.8 Severability

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, with the exception of the release in Section 4.4, this Agreement shall continue in full force and effect without said provision to the extent Defendant does not exercise its right to terminate under Section 7.

8.9 No Party Is the Drafter

None of the Parties to this Settlement Agreement shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

8.10 Binding Effect

This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of, the Named Plaintiffs, the Settlement Class, the Defendant, the Released Parties, and their respective successors and assigns.

8.11 Authorization to Enter Settlement Agreement


The individual signing this Settlement Agreement on behalf of the Defendant represents that he or she is fully authorized by the Defendant to enter into, and to execute, this Settlement Agreement on its behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Defendant on behalf of Named Plaintiffs, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rules of Civil Procedure, Rule 23(e). The Named Plaintiffs enter into and execute this Settlement Agreement on behalf of themselves, and as representatives of and on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rules of Civil Procedure, Rule 23(e).

8.12 Representations by Class Counsel

Class Counsel agrees, to the extent permitted by law and applicable ethics rules, to not solicit Settlement Class Members who contact Class Counsel in connection with the Settlement regarding additional potential claims against the Released Parties related to reports prepared through the Universal Credit line of business. To the extent that such Settlement Class Members reach out to Class Counsel, Class Counsel intends to refer those individuals to legal aid or an appropriate lawyer referral service. Class Counsel also represents that, to counsel's knowledge, they do not have any current clients intending to assert class action claims against the Released Parties.

8.13 Execution in Counterparts

Named Plaintiffs, Class Counsel, Defendant, and Defendant’s counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile, electronic, and scanned signatures shall be considered as valid signatures as of the date signed, although the original signature pages shall thereafter be appended to the Settlement Agreement. This Settlement Agreement shall not be deemed executed until signed by the Named Plaintiffs, by Class Counsel, and by counsel for and representatives of Defendant.

DocuSigned by:

50BA663F96AE43E...

Jason Lee Hinkel

1/5/2024


Date: _____

XACTUS, LLC, as the successor in interest to certain assets of UNIVERSAL CREDIT SERVICES, LLC

By: _____

Title: _____

Date: _____

DocuSigned by:

23549CAACD314EB...

Narily Noon

1/5/2024

Date: _____

By 
E. Michelle Drake, *Pro Hac Vice*
Joe Hashmall, *Pro Hac Vice*
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
Telephone: (612) 594-5999
Facsimile: (612) 584-4470
E-mail: emdrake@bm.net
E-mail: jhashmall@bm.net
Counsel for Plaintiffs

By _____
David M. Gettings, *Pro Hac Vice*
TROUTMAN PEPPER HAMILTON SANDERS LLP
222 Central Park Ave, Suite 2000
Virginia Beach, VA 23462
Telephone: (757) 687-7747
Facsimile: (757) 687-7510
E-mail: dave.gettings@troutman.com
Counsel for Defendant

DocuSign Envelope ID: 6D512812-FF68-4C71-BB8D-DB50917B834C

8.13 Execution in Counterparts

Named Plaintiffs, Class Counsel, Defendant, and Defendant’s counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile, electronic, and scanned signatures shall be considered as valid signatures as of the date signed, although the original signature pages shall thereafter be appended to the Settlement Agreement. This Settlement Agreement shall not be deemed executed until signed by the Named Plaintiffs, by Class Counsel, and by counsel for and representatives of Defendant.

Jason Lee Hinkel

Date: _____

Narily Noon

Date: _____

By _____
E. Michelle Drake, *Pro Hac Vice*
Joe Hashmall, *Pro Hac Vice*
BERGER MONTAGUE PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
Telephone: (612) 594-5999
Facsimile: (612) 584-4470
E-mail: emdrake@bm.net
E-mail: jhashmall@bm.net
Counsel for Plaintiffs

XACTUS, LLC, as the successor in interest to certain assets of UNIVERSAL CREDIT SERVICES, LLC

DocuSigned by:
By: Ross Cloude _____
8ABC87CC860436...

Title: General Counsel

Date: 1/6/2024

DocuSigned by:
By: Dave Gettings _____
CF562AA0380D4F8...
D.A. Gettings, *Pro Hac Vice*
TROUTMAN PEPPER HAMILTON SANDERS LLP
222 Central Park Ave, Suite 2000
Virginia Beach, VA 23462
Telephone: (757) 687-7747
Facsimile: (757) 687-7510
E-mail: dave.gettings@troutman.com
Counsel for Defendant

EXHIBIT A

COURT
AUTHORIZED
NOTICE

*Jason Lee Hinkel, Sr.
& Narily Noon
v.
Universal Credit
Services, LLC*

Settlement Administrator

address
address

FIRST CLASS
MAIL
US POSTAGE
PAID
Permit#__



Postal Service: Please do not mark barcode

Notice ID: <<noticeid>>

PIN: <<pin>>

<<fname>> <<lname>>

<<addrline1>>

<<addrline2>>

<<city>>, <<state>> <<zip>>

<<country>>

A settlement has been reached in a purported class action lawsuit (the "Action") against Universal Credit Services, LLC ("Defendant") for alleged violations of the Fair Credit Reporting Act ("FCRA"). As used in this notice, "Defendant" collectively refers to Xactus, LLC, in its capacity as successor in interest to certain assets of Universal Credit Services, LLC and Universal Credit Services, LLC. Plaintiffs claim that Defendant violated the FCRA by not following reasonable procedures to assure maximum possible accuracy by allegedly passing along information from credit bureaus that indicated a consumer was deceased when the consumer was alive. Defendant vigorously denies that it violated any law but has agreed to settle to avoid the uncertainties and expenses associated with continuing the Action. This Notice summarizes the proposed settlement. The complete settlement terms and conditions are available in the Settlement Agreement at www.xxxxx.com.

Am I a Class Member? Defendant's records indicate you are a Class Member. The Class includes all persons residing in the United States of America (including its territories and Puerto Rico) who: (1) were the subject of a bi-merge or tri-merge report using the legacy Universal Credit Services system and branding from April 8, 2020 through October 13, 2023; (2) that included at least one notation related to a deceased status in the score, fraud, or tradeline sections of the report; (3) where at least one of the underlying consumer reporting agencies returned a credit score; and (4) there was activity on a tradeline within 180 days of the date of the report or activity after the date of the report and that activity did not have a deceased indicator.

What Can I Get? The settlement establishes a \$225,000 Settlement Fund for payments to Class Members, after payment of the cost for settlement administration, and any approved Class Representative awards. The parties estimate Class Members will each receive approximately \$xxx.

What Are My Other Options? (1) Do Nothing. If you do nothing in response to this Notice, you will receive a monetary recovery and will lose both any legal rights you may have against Defendant related to this suit and to object to the settlement of this suit. (2) Exclude Yourself. You may exclude yourself from the Class by mailing a written notice to the Settlement Administrator postmarked by xxxxx, that includes a signed and dated statement you want to be excluded from the Class in *Hinkel & Noon v. Universal Credit Services* and includes your name, address, and phone number. If you exclude yourself, you will not receive a settlement payment, but you retain any legal rights you may have against Defendant. (3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and object to the settlement. Your written, signed objection must be mailed to the Settlement Administrator, and postmarked no later than xxxxx. Specific instructions on how to object to or exclude yourself from the settlement are available at www.xxxxx.com.

Who Represents Me? The Court has appointed a team of lawyers from Berger Montague PC to serve as Class Counsel. They will petition to be paid legal fees, separate from the settlement fund, not to exceed \$225,000, as well as request a Class Representative Award not to exceed \$7,500 for each of the Plaintiffs and settlement administration expenses to be paid from the settlement fund.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on **DATE, at TIME**. At that hearing, the Court will hear any objections concerning the fairness of the settlement, decide whether to approve the requested attorneys' fees and costs, Class Representative award, and determine whether the settlement should be approved.

How Do I Get More Information? For more information, including the full Notice, and Settlement Agreement, go to www.xxxxx.com, or contact the Settlement Administrator at **EMAIL**.

EXHIBIT B

COURT
 AUTHORIZED
 NOTICE

*Jason Lee Hinkel, Sr.
 & Narily Noon*

v.

*Universal Credit
 Services, LLC*

Claim Form Deadline
 is **DATE**

Settlement Administrator
 address
 address

FIRST CLASS
 MAIL
 US POSTAGE
 PAID
 Permit#__



Notice ID: <<noticeid>>
 PIN: <<pin>>

<<fname>> <<lname>>
 <<addrline1>>
 <<addrline2>>
 <<city>>, <<state>> <<zip>>
 <<country>>

A settlement has been reached in a purported class action lawsuit (the "Action") against Universal Credit Services, LLC ("Defendant") for alleged violations of the Fair Credit Reporting Act ("FCRA"). As used in this notice, "Defendant" collectively refers to Xactus, LLC, in its capacity as successor in interest to certain assets of Universal Credit Services, LLC, and Universal Credit Services, LLC. Plaintiffs claim that Defendant violated the FCRA by not following reasonable procedures to assure maximum possible accuracy by allegedly passing along information from credit bureaus that indicated a consumer was deceased when the consumer was alive. Defendant vigorously denies that it violated any law but has agreed to settle to avoid the uncertainties and expenses associated with continuing the Action. This Notice summarizes the proposed settlement. The complete settlement terms and conditions are available in the Settlement Agreement at www.xxxxx.com.

Am I a Class Member? Defendant's records indicate you are a Class Member. The Class includes all persons residing in the United States of America (including its territories and Puerto Rico) who: (1) were the subject of a bi-merge or tri-merge report using the legacy Universal Credit Services system and branding from April 8, 2020 through October 13, 2023; (2) that included at least one notation related to a deceased status in the score, fraud, or tradeline sections of the report; (3) where at least one of the underlying consumer reporting agencies returned a credit score; and (4) there was activity on a tradeline within 180 days of the date of the report or activity after the date of the report and that activity did not have a deceased indicator. **You are part of the Claim Form group of the Settlement Class.** In order to be eligible to receive a payment, you must return the attached Claim Form, or complete one online at www.xxxx.com by **DATE**.

What Can I Get? The settlement establishes a \$225,000 Settlement Fund for payments to Class Members, after payment of the cost for settlement administration, and any approved Class Representative awards. The parties estimate Class Members will each receive approximately \$xxx.

What Are My Other Options? (1) Remain in the Class. If you remain in the Class, you will be eligible to make a claim for a monetary payment and will lose both any legal rights you may have against Defendant related to this suit and to object to the settlement of this suit. In order to receive the monetary payment, you must return a timely and valid Claim Form **by DATE**. (2) Exclude Yourself. You may exclude yourself from the Class by mailing a written notice to the Settlement Administrator postmarked by **xxxx**, that includes a signed and dated statement you want to be excluded from the Class in *Hinkel & Noon v. Universal Credit Services* and includes your name, address, and phone number. If you exclude yourself, you will not receive a settlement payment, but you retain any legal rights you may have against Defendant. (3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and object to the settlement. Your written, signed objection must be mailed to the Settlement Administrator, and postmarked no later than **xxxx**. Specific instructions on how to object to or exclude yourself from the settlement are available at www.xxxxx.com.

Who Represents Me? The Court has appointed a team of lawyers from Berger Montague PC to serve as Class Counsel. They will petition to be paid legal fees, separate from the settlement fund, not to exceed \$225,000, as well as request a Class Representative Award not to exceed \$7,500 for each Plaintiff and settlement administration expenses to be paid from the settlement fund.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on **DATE, at TIME**. At that hearing, the Court will hear any objections concerning the fairness of the settlement, decide whether to approve the requested attorneys' fees and costs, Class Representative award, and determine whether the settlement should be approved.

How Do I Get More Information? For more information, including the full Notice, and Settlement Agreement, go to www.xxxx.com, or contact the Settlement Administrator at **EMAIL**.

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF PENNSYLVANIA
Hinkel & Noon v. Universal Credit Services -- **CLAIM FORM**

Instructions:

1. Verify that your name and address information is correct. Add your telephone number and email address (if available).
2. To submit a claim for cash payment, review the Statement below.
3. If the Statement in below is accurate, sign and return this form to the Settlement Administrator.

Statement:

I attest that I was the subject of a consumer report sold by Defendant between April 8, 2020 and October 13, 2023, that this report indicated I was deceased, and that I am not deceased.

Signature

Printed Name

Date

Provide Your Telephone and Email -- Telephone: _____ Email: _____

Update your mailing information if Needed. Name: _____

Mailing Address: _____

BUSINESS REPLY ARTWORK

EXHIBIT C

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

JASON LEE HINKEL, SR. and NARILY
NOON, individually and as a representative of
the Classes,

Plaintiffs,

v.

UNIVERSAL CREDIT SERVICES, LLC,

Defendant.

Civil Action No. 2:22-cv-01902-KBH

Class Action Settlement Notice
Authorized by the U.S. District Court

*You are not being sued.
This notice explains the settlement, the Settlement Class, and your
legal rights and options. Please read the entire notice carefully.*

You should:

1. Read this notice.
2. If you do not want to remain in the Class, submit an exclusion request by [DATE].
3. If you are part of the Class that needs to submit a Claim Form and you want to receive a payment, submit a Claim Form by [DATE].

Important things to know:

- If you remain in the Class, and the Court approves the settlement, you will receive a money payment automatically if you are in the Automatic Payment group. If you are in the Claim Form group, and you return a timely, valid Claim Form, and the Court approves the settlement, you will receive a money payment as well.
- If you take no action, you will still be bound by the Settlement and its releases.
- You can learn more at: [www.\[\].com](http://www.[].com).

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About This Notice

Why did I get this notice?

You are receiving this notice because you have been identified as a class member in a purported class action lawsuit entitled *Jason Lee Hinkel, Sr., and Narily Noon v. Universal Credit Services, LLC*, No. 2:22-cv-01902-KBH, which claims that Universal Credit Services violated the Fair Credit Reporting Act (“FCRA”). As used in this notice, “Defendant” collectively refers to Xactus, LLC, in its capacity as successor in interest to certain assets of Universal Credit Services, LLC and Universal Credit S

The lawsuit alleges that Defendant violated the FCRA when it included on a consumer report information from a credit bureau like Trans Union, Equifax or Experian that indicated a consumer who applied for a mortgage was deceased when the consumer was alive.

What is a class action lawsuit?

A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

Specifically, Defendant’s records indicate that you (1) were the subject of a bi-merge or tri-merge report using the legacy Universal Credit Services system and branding from April 8, 2020 through October 13, 2023; (2) that included at least one notation related to a deceased status in the score, fraud, or tradeline sections of the report; (3) where at least one of the underlying consumer reporting agencies returned a credit score; and (4) there was activity on a tradeline within 180 days of the date of the report or activity after the date of the report and that activity did not have a deceased indicator.

As a class member, you are eligible to receive a payment as part of this class action settlement. This notice describes your rights. Please review it carefully.

What do I do next?

Your Legal Rights & Options:

STAY IN THE CLASS	<p>If you do nothing, you will be bound by the Court’s decisions regarding the settlement. You will not be able to pursue any potential claims against the Defendant that have been released as part of the settlement. Review the full release including in the Settlement Agreement, which is posted on this Website.</p> <p>Depending on which group your mailed or email Notice indicated you are in, you may need to return a Claim Form in order to receive payment:</p>	
	<p>Automatic Payment Group</p> <p>If you are in the Automatic Payment group, you do not have to do anything to receive a payment. If the settlement is approved, you will be sent a check.</p>	<p>Claim Form Group</p> <p>If you are in the Claim Form group and are eligible to receive a payment, you must complete and return a Claim Form by DATE in order to receive a payment.</p>

EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>You can opt-out of the settlement if you want to maintain any legal rights you may have against Defendant. But if you opt-out, you will not receive a settlement payment if the Court grants final approval.</p> <p>To opt-out from the settlement, you must send a written request addressed to the Settlement Administrator and state that you wish to be excluded from the settlement and include the information discussed in more detail in this Notice. The opt-out deadline is [date].</p>
OBJECT TO THE SETTLEMENT	<p>You have the right to write to the Court to object to the settlement if you believe it is unfair. You would remain a part of the Class and be bound by the Court's decisions regarding the settlement. The objection deadline is [date].</p>

Read on to understand the specifics of the settlement and what each choice would mean for you. The Court still has to decide whether to grant final approval of the settlement. Payments will be made if the Court approves the settlement and after any appeals are resolved.

What are the most important dates?

The Court has scheduled a final approval hearing for [DATE]. If there are no appeals, checks will be sent approximately 52 days after the Court finally approves the settlement. Your deadline to opt-out of the settlement, or object to the settlement, is [date]. If you are a part of the Claim Form group, complete and return a Claim Form by [Date].

Learning About the Lawsuit & Settlement

What is This Lawsuit About?

Plaintiffs Jason Lee Hinkel, Sr. and Narily Noon (“Plaintiffs”) filed a class action lawsuit in federal court against Universal Credit Services, LLC (“Defendant”) alleging that Defendant violated the Fair Credit Reporting Act (“FCRA”) by including notations on consumer reports that indicated the subject of the report was deceased when they were alive. The law requires that a consumer reporting agency, like Defendant, follow reasonable procedures to assure maximum possible accuracy.

Defendant denies that it did anything wrong or that it violated any laws. Defendant maintains that it follows reasonable procedures to assure maximum possible accuracy in the information it reports on all consumer reports. The Court has not determined that Defendant violated the FCRA. Nor has the Court made any determination that this lawsuit should proceed as a class action, as opposed to an individual claim brought by Plaintiffs. This Notice should not be interpreted as an expression of the Court's opinion on the merits of the lawsuit. If the parties had not reached a settlement, Defendant would have vigorously defended the lawsuit.

Within the settlement, you are a member of the “Settlement Class.” The Settlement Class is defined to include: all persons residing in the United States of America (including its territories and Puerto Rico) who: (1) were the subject of a bi-merge or tri-merge report using the legacy Universal Credit

Services system and branding from April 8, 2020 through October 13, 2023; (2) that included at least one notation related to a deceased status in the score, fraud, or tradeline sections of the report; (3) where at least one of the underlying consumer reporting agencies returned a credit score; and (4) there was activity on a tradeline within 180 days of the date of the report or activity after the date of the report and that activity did not have a deceased indicator.

What Can I Get Out of The Settlement?

A \$225,000 Settlement Fund will be used to make cash payments to the Settlement Class Members and to pay, if approved by the Court, a service award to each of the Class Representative of \$7,500, and to reimburse the Settlement Administrator for its expenses. Class Counsel will petition for their attorneys' fees and costs, in the amount not to exceed \$225,000 to be paid from a fund separate and apart from the Settlement Fund.

If the settlement is approved in full, each eligible Class Member will receive an equal settlement payment. Depending on the final number of eligible Class Members, and after deduction of the requested amounts to be approved by the Court to be paid from the settlement fund for administrative costs, and service awards, it is estimated that each Class Member will receive approximately \$xxx. However, the final amount of the payment may be more or less.

Who Are The Attorneys Representing The Class And How Will They be Paid?

The Court has approved lawyers to represent the Settlement Class ("Class Counsel"). If you prefer to hire your own attorney to represent you in this case, you may do so at your own expense. The attorneys who have been appointed by the Court to represent the Settlement Class are:

E. Michelle Drake
Joseph C. Hashmall
Berger Montague PC
1229 Tyler Street NE, Suite 205
Minneapolis, MN 55413
612-594-5999

Subject to Court approval, Class Counsel will seek attorneys' fees and costs in the amount of \$225,000, an amount that will not come from the settlement fund.

Class Counsel will also seek service awards in an amount not to exceed \$7,500 each to be paid to Plaintiffs for their services in representing the Settlement Class. The service awards and settlement administration expenses will be paid from the settlement fund if approved by the Court.

Any approved amount of attorneys' fees and expenses or Named Plaintiff service awards will be paid from the funds identified above, and no Class Member will owe or pay anything directly for the attorneys' fees and expenses of Class Counsel. You may hire your own attorney, if you so choose, but you will be personally responsible for your attorney's fees and expenses.

Class Counsel will file a motion for their attorneys' fees and expenses on or before DATE.

Deciding What You Want to Do

What are my options?

You have three options. You can (1) remain in the Settlement Class, or (2) exclude yourself (i.e., opt-out) from the settlement, or (3) object to the settlement.

This chart shows the effects of selecting each option:

	Remain in the Settlement Class	Opt-Out of the Settlement Class	Object to the Settlement
Am I bound by the terms of the settlement if I...	Yes	No	Yes
Will I be able to receive money in the settlement if I ...	Yes* *If you are in the Claim Form group, you must also return a timely and valid Claim Form to receive money	No	Yes

Your options and rights are explained in the following sections, along with the steps you must take if you wish to opt-out or object.

Doing Nothing

What Are The Consequences of Doing Nothing?

If you do nothing and remain in the Settlement Class, and you are in the Automatic Payment group or you are in the Claim Form group and return a timely and valid Claim Form, you will receive a monetary settlement payment if the Court grants final approval of the settlement.

No class members will have to pay or buy anything to benefit from the relief provided by the Settlement Agreement.

You will not be able to pursue claims against Defendant that are covered by the settlement's release. You will be giving up all such claims whether you know about them or not. All the Court's decisions regarding the settlement will apply to you and you will be bound by any judgment entered.

The precise terms of the dismissal and release are explained in the Settlement Agreement, which you can view on the settlement website, www.██████████.com.

How Do I Submit a Claim?

If you are not identified as being a member of the Automatic Payment group of Class Members, you may submit a form to the Settlement Administrator claiming payment from the settlement if

you were the subject of a consumer report by Universal Credit Services that included a deceased notation when you are, in fact, alive.

To submit a claim form, please complete the claim form attached to the notice you received and mail it to [redacted] at [redacted]. Your claim form must be postmarked by [redacted]. You may also submit a claim form at the settlement website, [redacted].

Opting Out

What Happens if I Opt-Out of The Class?

If you exclude yourself from the Settlement Class, you will not receive any money from the settlement. You will not be bound by any of the Court's orders regarding the settlement, or any judgment or release entered regarding the Class. You will retain any legal rights you may have against Defendant. You will be responsible for the fees and costs of any services provided by your own lawyer.

How do I Opt-Out?

If you wish to be excluded, you must mail a written request for exclusion addressed to the Settlement Administrator at [address]. Your request for exclusion must be in writing, signed by you, and postmarked on or before [date]. The request must state: "I request to be excluded from the Settlement Class in *Hinkel & Noon v. Universal Credit Services*." The request must also be dated and include your name, address, telephone number. If you exclude yourself, you are not eligible to receive a payment.

Notwithstanding the foregoing, no person within the Settlement Class may submit a Request for Exclusion for any other person in the Settlement Class. If a Settlement Class Member submits both a Request for Exclusion and a Claim Form, the Claim Form shall take precedence and the individual shall *not* be deemed to have validly excluded himself or herself from the settlement.

If you timely submit a valid Request for Exclusion, you will exclude yourself from the Settlement Class. You will not receive the benefits of the Settlement and you will not be bound by further orders or judgments in the Action, subject to Court approval. You will preserve your ability to independently pursue, at your own expense, any individual claims that you claim to have against Defendant. No person who has opted out of the settlement may object to any part of the Settlement Agreement.

Objecting to the Settlement

What Happens if I Object to The Settlement?

If you object according to the steps below, the Court will consider your objection. If it overrules your objection, you will be bound by the Court's decision, and you will remain a part of the Settlement Class. You will receive a settlement payment if the Court grants final approval.

How Do I Object to The Settlement?

You may object to all or part of the settlement if you think it is not fair, reasonable, and/or adequate. To object, you must submit to the Settlement Administrator at [address], a written explanation of the reasons you think that the Court should not approve the settlement. Be sure to sign the letter and include your name, address, phone number, and the basis of your objection including any documentation, and include a notation that it is for “*Hinkel & Noon v. Universal Credit Services.*” The deadline to postmark an objection to the Settlement Administrator is [date]. If you are represented by counsel in your objection, include that attorney’s information.

If you fail to timely serve a written objection, you shall not be permitted to object to the approval of the Settlement or Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

Additional Information

When And Where Will The Court Decide Whether to Approve The Settlement?

The Court will hold a Fairness Hearing on [redacted], at [redacted].m. at 601 Market Street, Philadelphia PA 19106. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will also hear objections to the settlement, if any. We do not know how long the Court will take to make its decision after the Hearing. In addition, the Hearing may be continued at any time by the Court without further notice to you.

You do not have to appear in order to receive a benefit.

Where Can I Get Additional Information?

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [www.\[redacted\].com](http://www.[redacted].com). The website also contains answers to common questions about the proposed settlement. In addition, some of the key documents in the case will be posted on the website.

EXHIBIT D

THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

JASON LEE HINKEL, SR. and NARILY
NOON, individually and as a representative of
the Classes,

Plaintiffs,

v.

UNIVERSAL CREDIT SERVICES, LLC,

Defendant.

Civil Action No. 2:22-cv-01902-KBH

**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT,
CERTIFYING CONDITIONAL SETTLEMENT CLASS, APPOINTING CLASS
COUNSEL, APPROVING AND DIRECTING NOTICE PLAN, APPOINTING
SETTLEMENT ADMINISTRATOR, & SETTING FAIRNESS HEARING**

WHEREAS, the Court has been advised that the parties to the above-captioned proceeding (“the Action”), Plaintiffs Jason Lee Hinkel, Sr. and Narily Noon (“Plaintiffs”), on behalf of themselves and all others similarly situated, and Universal Credit Services, LLC (“Defendant”) (collectively, the “parties”), through their respective counsel, have agreed, subject to Court approval following notice to the Settlement Class Members and a hearing, to settle the Action upon the terms and conditions set forth in the Settlement Agreement, which has been filed with the Court, and the Court deeming that the definitions set forth in the Settlement Agreement are hereby incorporated by reference herein (with capitalized terms as set forth in the Settlement Agreement);

NOW, THEREFORE, based upon the Settlement Agreement and all of the files, records, and proceedings herein, and it appearing to the Court that, upon preliminary examination, the proposed settlement appears fair, reasonable, and adequate, and that a hearing should and will be held after notice to the proposed Settlement Class Members, to confirm that the proposed

settlement is fair, reasonable, and adequate, and to determine whether a Final Approval Order should be entered in this Action.

IT IS HEREBY ORDERED:

1. The Court has jurisdiction over the subject matter of the Action and over all settling parties hereto.

2. **SETTLEMENT CLASS** — Pursuant to Fed. R. Civ. P. 23(b)(3), the Action is hereby preliminarily certified, for settlement purposes only, as a class action on behalf of the following Settlement Class:

All persons residing in the United States of America (including its territories and Puerto Rico) who: (1) were the subject of a bi-merge or tri-merge report using the legacy Universal Credit Services system and branding from April 8, 2020 through October 13, 2023; (2) that included at least one notation related to a deceased status in the score, fraud, or tradeline sections of the report; (3) where at least one of the underlying consumer reporting agencies returned a credit score; and (4) there was activity on a tradeline within 180 days of the date of the report or activity after the date of the report and that activity did not have a deceased indicator.

3. The parties estimate that there are approximately 1,767 members of the Settlement Class.

4. **PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS** — The Court preliminarily finds that the Action and the Settlement Class satisfy the applicable prerequisites for class action treatment under Fed. R. Civ. P. 23. Namely, the Court preliminarily finds that:

- A. The Settlement Class Members are so numerous that joinder of all of them in the Action is impracticable;
- B. There are questions of law and fact common to the Settlement Class Members, which predominate over any individual questions;

- C. The claims of the Plaintiffs are typical of the claims of the Settlement Class Members;
- D. The Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the Settlement Class Members; and
- E. The Court finds that as to this Settlement Class, class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

Consequently, the Court finds that the requirements for certification of a conditional settlement class under Rule 23(b)(3) are satisfied.

5. If the proposed Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, the Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; and all parties shall stand in the same procedural position as if the Settlement Agreement and all associated proceedings had not been negotiated, made, or filed with the Court; and the parties agree that the case will return to the status quo prior to the execution of the Settlement Agreement.

6. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Settlement Class Released Claims. This Preliminary Approval Order is not a finding of the validity or

invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiffs, the Settlement Class Members, or the Defendant.

7. **CLASS REPRESENTATIVE APPOINTMENT** — Pursuant to Fed. R. Civ. P. 23, the Court preliminarily appoints Jason Lee Hinkel, Sr. and Narily Noon as the Class Representatives for the Settlement Class. The Court finds that Plaintiffs have no interests that are adverse or antagonistic to the interests of the Settlement Class. Each Class Member will also be eligible to benefit from payments made from the Settlement Fund. The proposed settlement also preserves the right of Settlement Class Members to opt out of the monetary relief settlement.

8. **CLASS COUNSEL APPOINTMENT** — Having considered the work Plaintiffs' Counsel have done in identifying and investigating potential claims in this Action, Counsel's experience in handling class actions, other complex litigation, and claims of the type asserted in this Action, Counsel's knowledge of the applicable law, and the resources they will commit to representing the Settlement Class, the following attorneys are designated Class Counsel under Rule 23(g)(1): E. Michelle Drake and Joseph C. Hashmall of Berger Montague PC.

9. **THIRD-PARTY SETTLEMENT ADMINISTRATOR** — The parties have proposed Continental DataLogix LLC as the Settlement Administrator for the Settlement Class. The Court hereby appoints Continental DataLogix as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notices to Settlement Class Members as provided in the Settlement Agreement, and all other aspects of the settlement administration. Continental DataLogix shall also be responsible for maintaining any records of, and keeping the

Court and the parties apprised of, any objections or written statements filed by any Settlement Class Member or government officials.

10. **CLASS NOTICE** — The Court approves the form and substance of the class notice procedures set forth in the Settlement Agreement and the notices of class action settlement, attached as Exhibits A-C to the Settlement Agreement. The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement Agreement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(e)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notices concisely and clearly state, in plain, easily understood language, the nature of the action; the definition of the class certified; the class claim, issues, and defenses; that a class member may enter an appearance through counsel if the member so desires; and the binding effect of a class judgment on class members. Such notice of a Rule 23(b)(3) class settlement is designed with the intention to reach all Settlement Class Members and is otherwise proper under Rule 23(e)(1).

Based on the foregoing, the Court hereby approves the notice procedures set forth in Settlement Agreement, and to be developed and implemented by the parties and the Settlement Administrator, and directs that they be implemented according to the Settlement Agreement and the exhibits thereto. The Court finds that the notice procedures set forth in the Settlement Agreement and exhibits thereto constitute reasonable notice under Rule 23(e)(1) and satisfy due process. The cost of all class notice procedures shall be paid according to the terms of the Settlement Agreement.

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

11. **EXCLUSIONS AND OBJECTIONS**— As soon as practicable but no later than twenty-one (21) days from the date of this Order, the Settlement Administrator will send the notice to each Settlement Class Member identified on the Class List pursuant to the terms of the Settlement Agreement. No later than sixty-five (65) days after the mailing of the Notices to the Class Members in this Litigation, Class Counsel shall file the Settlement Administrator Declaration regarding proof of implementation of the notice procedures set forth in the Settlement Agreement and exhibits thereto and listing all valid opt-outs received.

A. Any Class Member who desires to be excluded from the Settlement Class must send a written request for exclusion to the Settlement Administrator with a postmark date no later than sixty (60) days from the distribution of Notice. Any Settlement Class Member who submits a valid and timely request for exclusion shall not be bound by the terms of the Settlement Agreement as to the Settlement Class. To be valid, the Settlement Class Member's opt-out request must be made by the Opt-Out Deadline, and contain their full name, original signature, current postal address, current telephone number, and a statement that the Settlement Class Member wants to be excluded from the Settlement Class. An opt-out request must not purport to opt out of the Class for more than one consumer, *i.e.*, purported opt-outs for a group, aggregate, or class are invalid. Requests for exclusions that do not substantially comply with the requirements described herein are invalid. A Settlement Class Member who does not file a timely and valid request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action.

- B. Any Settlement Class Member who does not opt out may object to the settlement by sending the objection to the Settlement Administrator, postmarked no later than sixty (60) days from the distribution of Notice.
- C. Any objection must include all of the following:
 - i. The indication the objection is related to *Hinkel & Noon v. Universal Credit Services*;
 - ii. The objecting Settlement Class Member's full name, mailing address, telephone number; and
 - iii. A written statement detailing the specific basis for each objection, as well as supporting documentation, if any, signed by the Settlement Class Member.
- D. An objection submitted through an attorney must also contain:
 - i. The identity, mailing address, email address, fax number, phone number for the counsel by whom the Settlement Class Member is represented;
 - ii. A statement of whether the objecting Settlement Class Member intends to appear at the Final Fairness Hearing; and
 - iii. A written statement detailing the specific basis for each objection, including any legal and factual support that the objecting Settlement Class Member wishes to bring to the Court's attention and any evidence the objecting Settlement Class Member wishes to introduce in support of the objection.
- E. Either party may respond to an objection.
- F. Any objector to the settlement who does not properly and timely object in the manner set forth above will not be allowed to appear at the Final Approval Hearing and will not be allowed to object to or appeal the final approval of the proposed

settlement, the dismissal of the case, any award of attorneys' fees and expenses to Class Counsel, or any service award to the Named Plaintiffs.

G. Settlement Class Members who submit exclusions may not object to the settlement.

12. **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT** —

The Court preliminarily finds that the settlement of the Action, on the terms and conditions set forth in the Settlement Agreement, is in all respects fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members, especially in light of the benefits to the Settlement Class Members; the strength of the parties' cases; the complexity, expense, and probable duration of further litigation; the risk and delay inherent in possible appeals; the risk of collecting any judgment obtained on behalf of the Settlement Class; the appropriateness of the releases from the Class Representatives and Settlement Class Members; and the limited amount of any potential total recovery for Settlement Class Members if the Action continued.

13. **FINAL APPROVAL** — The Court shall conduct a hearing (hereinafter referred to as the "Final Fairness Hearing") on _____, 2024 at _____ [time] to review and rule upon the following issues:

- A. Whether this action satisfies the applicable prerequisites for class action treatment for settlement purposes under Fed. R. Civ. P. 23;
- B. Whether the proposed settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class Members and should be finally approved by the Court;
- C. Whether the Final Approval Order, as provided under the Settlement Agreement, should be entered, dismissing the Action with prejudice, terminating the above-captioned proceedings, and releasing the Released Claims against the Released Parties; and

D. To discuss and review other issues as the Court deems appropriate.

14. Settlement Class Members need not appear at the Final Fairness Hearing or take any other action to indicate their approval of the proposed class action settlement. Settlement Class Members wishing to be heard are, however, required to indicate in their written objection whether or not they intend to appear at the Final Fairness Hearing. The Final Fairness Hearing may be postponed, adjourned, transferred, or continued without further notice to the Settlement Class Members.

15. Applications for attorneys' fees and reimbursement of costs and expenses by Class Counsel and a service award for each of the Class Representatives shall be filed with the Court no later than forty five (45) days following the mailing of Notice to the Settlement Class. Further submissions by the parties, including memoranda in support of the proposed Settlement and responses to any objections, shall be filed with the Court no later than seventy (70) days following the mailing of Notice to the Settlement Class.

16. The Court may (i) approve the Settlement Agreement, with modifications to the Settlement Agreement that alter in any way the parties' rights or duties to the extent affirmatively agreed to by the parties, without further notice; and (ii) adjourn the Final Fairness Hearing from time to time, by oral announcement at the hearing without further notice. Class Counsel shall ensure that any rescheduled hearing dates are promptly posted to the Settlement Website.

17. The Court retains continuing and exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement, including the administration and enforcement of the Settlement Agreement.

It is SO ORDERED.

Dated: _____

Hon. Kelley B. Hodge
U.S. District Judge

EXHIBIT E

THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

JASON LEE HINKEL, SR. and NARILY
NOON, individually and as a representative of
the Classes,

Plaintiffs,

v.

UNIVERSAL CREDIT SERVICES, LLC,

Defendant.

Civil Action No. 2:22-cv-01902-KBH

**ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CERTIFYING
SETTLEMENT CLASS, AND TERMINATING ACTION**

Plaintiffs Jason Lee Hinkel, Sr. and Narily Noon (“Class Representatives” or “Plaintiffs”), on behalf of themselves and all others similarly situated, has submitted to the Court a Motion for Final Approval of the Settlement Agreement (“Final Approval Motion”) with Xactus, LLC, as successor in interest to certain assets of Universal Credit Services, LLC and Universal Credit Services, LLC (collectively, “Defendant”).

This Court has reviewed the papers filed in support of the Final Approval Motion, including the Settlement Agreement filed with Plaintiffs’ Preliminary Approval Motion, the memoranda and arguments submitted on behalf of the Settlement Class, and all supporting exhibits and declarations thereto, as well as the Court’s Preliminary Approval Order. The Court held a Final Fairness Hearing on [REDACTED], 2024, at which time the parties and other interested persons were given an opportunity to be heard in support of and in opposition to the proposed settlement. The Court received [REDACTED] objections regarding the proposed settlement.

Based on the papers filed with the Court and the presentations made at the Final Fairness Hearing, the Court finds that the Settlement Agreement is fair, adequate, and reasonable.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. This Final Approval Order incorporates herein and makes a part hereof the Settlement Agreement and the Preliminary Approval Order. Unless otherwise provided herein, the capitalized terms used herein shall have the same meanings and/or definitions given to them in the Preliminary Approval Order and Settlement Agreement, as submitted to the Court with the Motion for Preliminary Approval.

2. This Court has jurisdiction over the subject matter of this action, the Class Representatives, the Settlement Class, and Defendant.

SETTLEMENT CLASS

3. In the Preliminary Approval Order, this Court previously certified, for settlement purposes only, the Settlement Class defined as follows:

All persons residing in the United States of America (including its territories and Puerto Rico) who: (1) were the subject of a bi-merge or tri-merge report using the legacy Universal Credit Services system and branding from April 8, 2020 through October 13, 2023; (2) that included at least one notation related to a deceased status in the score, fraud, or tradeline sections of the report; (3) where at least one of the underlying consumer reporting agencies returned a credit score; and (4) there was activity on a tradeline within 180 days of the date of the report or activity after the date of the report and that activity did not have a deceased indicator.

4. Certification of the Class for settlement purposes is hereby reaffirmed as a final Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3). For the reasons set forth in the Preliminary Approval Order, this Court finds, on the record before it, that this action may be maintained as a class action on behalf of the Class for settlement purposes.

5. In the Preliminary Approval Order, this Court previously appointed Plaintiffs as Class Representatives for the Settlement Class and hereby reaffirms that appointment, finding on

the record before it, that Plaintiffs have and continue to adequately represent the Settlement Class Members.

6. **CLASS COUNSEL APPOINTMENT** — In the Preliminary Approval Order, this Court previously appointed E. Michelle Drake and Joseph C. Hashmall of Berger Montague PC as Counsel for the Settlement Class and hereby reaffirms that appointment, finding, on the record before it, that Class Counsel have and continue to adequately and fairly represent Settlement Class Members.

7. **CLASS NOTICE** — The record shows, and the Court finds, that notice to the Settlement Class has been given in the manner approved by the Court in the Preliminary Approval Order. The Court finds that such notice (i) constituted the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Action, the terms of the Settlement Agreement, their rights under the Settlement Agreement and deadlines by which to exercise them, and the binding effect of the Final Approval Order on the Settlement Class Members; (iii) provided due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfy the requirements of the U.S. Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23, and any other applicable law.

8. Full opportunity has been afforded to members of the Settlement Class to participate in the Final Fairness Hearing. Accordingly, the Court determines that all Settlement Class Members, except the individuals who have successfully opted out of the Class, are bound by this Final Approval Order in accordance with the terms provided herein.

FINAL APPROVAL OF THE SETTLEMENT AGREEMENT

9. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in all respects the settlement as set forth in the Settlement Agreement, and finds the benefits to the Settlement Class, and all other parts of the settlement are, in all respects, fair, reasonable, and adequate, and in the best interest of the Settlement Class, within a range that responsible and experienced attorneys could accept considering all relevant risks and factors and the relative merits of the Plaintiffs' claims and any defenses of Defendant, and are in full compliance with all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Class Action Fairness Act. Accordingly, the settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement, with each Settlement Class Member, except the _____ individuals who have successfully opted out of the Class, being bound by the Settlement Agreement, including all releases set forth in the Settlement Agreement.

10. Specifically, the Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate given the following factors, among other things:

- A. All claims within the above-captioned proceeding are complex and time-consuming, and would have continued to be so through summary judgment and/or trial if it had not settled;
- B. Class Counsel had a well-informed appreciation of the strengths and weaknesses of the Action while negotiating the Settlement Agreement;
- C. The relief provided for by the Settlement Agreement is well within the range of reasonableness in light of the best possible recovery and the risks the parties would have faced if the case had continued to trial;
- D. The Settlement Agreement was the result of arms' length, good faith negotiations and exchange of information by experienced counsel; and

E. The reaction of the Settlement Class has been positive.

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

12. All claims in the above-captioned proceeding with respect to the deceased notation class claims are hereby dismissed with prejudice and terminated, as well as the trade summary putative class claims as to Narily Noon. Except as otherwise provided herein or in the Settlement Agreement, such dismissal and termination shall occur without costs to Plaintiffs or Defendant. Plaintiffs and all Settlement Class Members hereby fully release all Released Parties for all Released Claims, and are hereby enjoined from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit or claim that asserts any Released Claims.

13. Pursuant to the Settlement Agreement, as of the Effective Date, Plaintiffs and the Settlement Class Members shall have fully, finally, and forever released and discharged the Released Parties from any and all Released Claims, as those terms are defined in the Settlement Agreement.

ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

14. Pursuant to Fed. R. Civ. P. 23(h), Class Counsel applied to the Court for awards of attorneys' fees and costs as related to the Settlement Class.

15. The Court notes that the requested amounts were included in the notice materials disseminated to the Settlement Class and there have been **no** objections to the requested amounts.

16. The Court, having reviewed the declarations, exhibits, and memoranda submitted in support of the requests for attorneys' fees and costs, approves an award of attorneys' fee and

costs to Class Counsel in the amount of \$ [REDACTED]. The Court finds this amount to be reasonable and appropriate under all circumstances presented.

17. The Court also approves a service award to each of the Class Representative of [REDACTED] \$ [REDACTED].

18. The Settlement Administrator is further approved to reimburse its reasonable costs in connection with the Settlement Class from the Settlement Fund prior to the distribution to the Settlement Class Members.

19. The Settlement Administrator is directed to distribute the balance of the Settlement Fund to participating Class Members as expressly set forth in the Settlement Agreement. Should funds remain for *cy pres* distribution, the parties' selected organizations, Public Justice and Community Action Agency of Delaware County, Inc., are approved to receive such residual funds.

20. The Court expressly retains exclusive and continuing jurisdiction, without affecting the finality of this Order, over the Settlement Agreement, including all matters relating to the implementation and enforcement of the terms of the Settlement Agreement. It is in the best interests of the Parties and the Settlement Class Members, and consistent with principles of judicial economy, that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Party which, in any way, relates to the applicability or scope of the Settlement Agreement or the Final Judgment and Order, should be presented exclusively to this Court for resolution.

21. Nothing herein, including the Court's retention of jurisdiction over the Settlement Agreement, shall be a basis for any party, including any class member, to assert a court has personal jurisdiction over any other party in any matter other than a matter seeking to enforce the terms of the Settlement Agreement.

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

23. If the Effective Date, as defined in the Settlement Agreement does not occur for any reason whatsoever, this Final Approval Order shall be deemed vacated and shall have no force or effect whatsoever.

24. The parties are hereby directed to carry out their obligations under the Settlement Agreement.

25. There being no just reason for delay, the Court directs this Final Order be, and hereby is, entered as a final and appealable order.

It is SO ORDERED.

Dated: _____

Hon. Kelley B. Hodge
U.S. District Judge