

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

UNITED STATES DISTRICT COURT
DISTRICT OF COLUMBIA

ALBERT C. CECCONE, on behalf of himself and all similarly situated individuals,	X	
	:	
	:	
Plaintiff,	:	
	:	
v.	:	CIVIL NO. 1:13-cv-01314-KBJ
	:	
EQUIFAX INFORMATION SERVICES, LLC,	:	
	:	
Defendant.	:	
	X	

NOTICE OF CLASS ACTION SETTLEMENT

Albert C. Ceccone has sued Equifax Information Services, LLC (the “Defendant” or “Equifax”) in the above class action case, alleging that it violated a federal law, the Fair Credit Reporting Act (the “FCRA”), by (1) furnishing credit reports that included inaccurate information about District of Columbia Recorder’s Office liens in some credit reports when the liens had been satisfied or paid; and, (2) including an incorrect address for the District of Columbia Recorder’s Office in consumer disclosures. Defendant denies the allegations and contends that it acted lawfully and in compliance with the FCRA at all times. The court has not yet ruled in favor of either side. Nevertheless, the parties have reached a settlement that *affects your legal rights*.

A settlement has been proposed on behalf of consumers who were *either* the subject of a consumer report furnished by Equifax to a third party (i) on or after May 28, 2011, (ii) during a month in which a water and/or sewer lien filed with the District of Columbia Recorder’s Office was included in the individual’s credit file, and (iii) when the lien was showing as satisfied or paid in the District of Columbia Recorder’s Office during or prior to the month immediately preceding the month in which that consumer report was furnished; *or*, to whom Equifax sent a consumer disclosure on or after May 28, 2011 that included an incorrect address for the District of Columbia Recorder’s Office (the “Class”).

You have received this notice because records indicate that you may be a member of the Class.

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

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

IF YOU DO NOTHING	If the Court approves the settlement and you do nothing, any District of Columbia water or sewer liens will be removed from your Equifax credit file. You will not receive a cash payment, but will receive an activation code that you can use for four years of free credit monitoring service if you choose to do so. You will not be able to sue Equifax related to the lien.
IF YOU SUBMIT A CLAIM FORM	Any District of Columbia water or sewer liens will be removed from your Equifax credit file. You will receive four free years of credit monitoring service. You may also receive a cash payment. If you believe you were the subject of an inaccurate credit report containing a District of Columbia Recorder's Office water and/or sewer lien that had been satisfied, <i>you can claim damages by completing and submitting the enclosed Claim Form.</i> (A copy of the form is also available at http://CecconeClassAction.com .) You will not be able to sue Equifax related to the lien. The claim form deadline is October 7, 2016.
IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT	You can exclude yourself from the settlement completely ("opt out"). You can opt out of the Settlement altogether by following the instructions below or on the Settlement website, http://CecconeClassAction.com . You must submit the form by July 27, 2016. You will not receive any monetary payments from the Settlement or receive the credit monitoring service. You will not have any right to object, but you also will not be bound by the terms of this Settlement. You will also have the right to sue Equifax relating to the District of Columbia Recorder's Office water and/or sewer lien.

1. WHY DID I RECEIVE THIS NOTICE?

A Court authorized the notice because you have a right to know about a proposed settlement of this class action lawsuit and all of your options before the Court decides whether to give "final approval" to the settlement. This notice explains the lawsuit, the settlement, and your legal rights. Judge Ketanji Brown Jackson, of the United States District Court for the District of Columbia, is overseeing this class action. The case is known as *Ceccone v. Equifax Information Services, LLC*, Civil No. 1:13-cv-01314-KBJ.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Albert C. Ceccone is a consumer who had a lien entered against him and/or his property in the District of Columbia Recorder's Office. That lien was later released. Mr. Ceccone alleges that Equifax, a consumer reporting agency, continued to include the lien as unpaid in his credit reports.

Albert C. Ceccone sued Equifax because he believes that Equifax violated a law, the FCRA. The FCRA requires Equifax to "follow reasonable procedures to assure maximum possible accuracy" of every credit report it provides. 15 U.S.C. §1681e(b). Ceccone alleged that Equifax failed to include in his credit reports that the lien had been paid. Ceccone alleges this violated the FCRA.

How the Defendant Responded

Equifax denies all claims and allegations of wrongdoing asserted in the Lawsuit and contends that it acted lawfully and in compliance with the FCRA at all times. Notwithstanding the denial of liability and alleged unlawful conduct, Equifax has decided it is in its best interest to settle the Lawsuit to avoid the burden, expense, risk, and uncertainty of continuing the Litigation.

WHO IS AFFECTED BY THE SETTLEMENT?

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

You are affected by the settlement because Equifax's records indicate that you may have been the subject of a consumer report furnished by Equifax to a third party (i) on or after May 28, 2011, (ii) during a month in which a water and/or sewer lien filed with the District of Columbia Recorder's Office was included in your credit file, and (iii) when the lien was showing as satisfied or paid in the District of Columbia Recorder's Office during or prior to the month immediately preceding the month in which that consumer report was furnished. Alternatively (or in addition), you may have received a consumer disclosure from Equifax on or after May 28, 2011 that included an incorrect address for the District of Columbia Recorder's Office.

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

All consumers who were the subject of a consumer report furnished by Equifax to a third party (i) on or after May 28, 2011, (ii) during a month in which a water and/or sewer lien filed with the District of Columbia Recorder's Office was included in the individual's credit file, and (iii) when the lien was showing as satisfied or paid in the District of Columbia Recorder's Office during or prior to the month immediately preceding the month in which that consumer report was furnished; or, Equifax sent a consumer disclosure to a consumer on or after May 28, 2011 that included an incorrect address for the District of Columbia Recorder's Office.

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

WHAT BENEFITS ARE PROVIDED?

4. WHAT DOES THE SETTLEMENT PROVIDE?

If the Court approves the Settlement:

- You are entitled to four years of credit monitoring from Equifax at no cost to you. The retail monetary value of this service is \$717.60. You will have online access to your Equifax credit report and a credit score at no cost to you for the entire four-year period.
- The District of Columbia Recorder's Office water and/or sewer lien will be deleted from your Equifax credit file. This settlement does not affect reports that may be issued by other credit bureaus.

HOW YOU GET SETTLEMENT BENEFITS

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

You are permitted to submit a claim for monetary compensation if you can truthfully state that you believe you were the subject of an inaccurate Equifax credit report containing a District of Columbia Recorder's Office water and/or sewer lien that had been satisfied or paid.

READ THE FOLLOWING VERY CAREFULLY. You can claim damages by completing and submitting the enclosed Claim Form. Your submission must be postmarked by October 7, 2016. You may also obtain assistance at <http://CecconeClassAction.com>, by calling the Settlement Administrator at 1-800-222-2760, or by calling the attorneys appointed to represent you at 1-877-FCRA-LAW (1-877-327-2529).

STEP ONE: Complete the Claim Form

To submit a claim, you need to follow the instructions on the “Claim Form” included with this notice. You may submit a claim by returning the completed Claim Form to the Settlement Administrator, by U.S. mail, to the address stated in the form.

The Claim Form requires that you provide some basic information: your name, current postal address, current telephone number, and your confirmation that you believe that you were the subject of an inaccurate credit report to a third party containing a District of Columbia Recorder’s Office water and/or sewer lien that had been satisfied or paid. *All of this information will be kept strictly confidential.* Be sure to state on the claim form whether you are making a claim for your right to payment of your portion of the settlement fund.

STEP TWO: Settlement Administrator Will Determine the Validity of the Claims

Claim Forms and substantiating documents that don’t meet the requirements as set forth in the Settlement Agreement will be rejected. If you do not provide accurate information, fail to make the required representations and attestations concerning membership in the Settlement Class, or fail to submit a signed Claim Form by U.S. Mail by October 7, 2016, your claim will be rejected.

The Settlement Administrator shall have the authority to determine whether a claim made by any Settlement Class Member is valid. The Settlement Administrator’s determinations shall be final and non-appealable unless Equifax or Class Counsel disagree, in which case the determination shall be made by a duly appointed United States District Court Magistrate Judge.

If your claim is determined to be invalid, Equifax will still remove any District of Columbia Recorder’s Office water and/or sewer lien from your credit report, and you are still entitled to free credit monitoring for four years.

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

6. WHAT HAPPENS IF I DO NOTHING?

If you do nothing, you remain in the class. Equifax will remove the District of Columbia Recorder’s Office water and/or sewer lien from your Equifax credit file. You will receive four years of credit monitoring from Equifax, but you will not receive a cash payment, and you will be precluded from suing Equifax later regarding the claims settled by the Lawsuit.

7. WHEN WOULD I GET MY SETTLEMENT CHECK?

The Court will hold a hearing on August 25, 2016, to decide whether to approve the settlement. If the Court approves the settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time—perhaps more than a year after Court approval. The progress of the settlement will be reported at the website: <http://CecconeClassAction.com>. Please be patient.

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

Unless you exclude yourself, you are staying in the Settlement Class, which means that you cannot be part of any other lawsuit against the Defendant (or other parties released by the settlement) about the legal claims in this case and legal claims that could have been brought in this case. It also means that all of the Court’s orders will apply to you and legally bind you. If you do not exclude yourself from the Settlement Class, you will agree to a “Release of Claims,” stated below, which describes exactly the legal claims that you give up if you get settlement benefits. Basically, you are releasing your right to

individually sue for any violation of Federal or State law arising from or in connection with Defendant’s furnishing of a consumer report about you that includes a District of Columbia water and/or sewer lien or with Defendant’s providing you a consumer disclosure that includes an incorrect address for the District of Columbia Recorder’s Office.

The “Release” contained in the Settlement Agreement states:

As of the Effective Date of the Settlement, the Plaintiff and each Settlement Class Member, their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns and all persons acting for or on their behalf, shall be deemed to have fully, finally and forever released the Released Parties from all Released Claims described in Section 2.19 above. Without limiting the foregoing, the Released Claims released pursuant to this Settlement specifically extend even as to all claims and potential claims that Settlement Class Members do not know or suspect to exist in their favor as of or prior to the Effective Date. The Parties, and all Settlement Class Members, agree that this paragraph constitutes a waiver of any statutory provision, right or benefit of any state or territory of the United States or any jurisdiction, and any principle of common law at law or in equity that prohibits the waiver of unknown claims. Plaintiff and each Settlement Class Member understand and acknowledge the significance of this waiver relating to limitations on releases. In connection with such waiver and relinquishment, Plaintiff and each Settlement Class Member acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, but that they release fully, finally and forever all Released Claims, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts. The Parties acknowledge (and all Settlement Class Members by operation of law shall be deemed to have acknowledged) that the release of unknown Released Claims as set forth herein was separately bargained for and was a key element of the Settlement.

The “Released Claims” are as follows:

Any and all legal or equitable claims pursuant to the FCRA and comparable state and federal laws, that were alleged (or that could have been alleged based on the same facts and circumstances) in the Action, the Complaint or any other complaints, pleadings or other papers filed or to be filed in the Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

9. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

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

REQUESTS FOR EXCLUSION THAT ARE NOT POSTMARKED ON OR BEFORE JULY 27, 2016, WILL NOT BE HONORED.

You cannot exclude yourself on the phone or by email. You also cannot exclude yourself by mailing a request to any other location or after the deadline.

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

To completely exclude yourself from the settlement, you must complete the attached Exclusion Request, selecting "I am opting out" where indicated, or send a letter stating that you want to be excluded from the settlement of the *Ceccone v. Equifax Information Services, LLC* case. Be sure to include: (1) the name of this lawsuit, *Albert C. Ceccone v. Equifax Information Services, LLC*, Civil Action No. 1:13-cv-01314-KBJ; (2) your full name, current address, and telephone number; (3) the following statement: "I request to be excluded from the class settlement in *Albert C. Ceccone v. Equifax Information Services, LLC*, United States District Court, District of Columbia, Case No. 1:13-cv-01314-KBJ."; and (4) your signature. You must mail your Exclusion Request so that it is postmarked no later than July 27, 2016, to:

Ceccone v. Equifax Information Services, LLC
c/o Settlement Administrator
P.O. Box 1387
Blue Bell, PA 19422

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

No. Unless you exclude yourself, you will give up the right to sue the Defendant as described above. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You may need to exclude yourself from *this* class action in order to continue your own lawsuit. Remember, July 27, 2016, is the deadline by which your Exclusion Request must be postmarked.

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

11. IF I EXCLUDE MYSELF, CAN I GET ANY MONETARY BENEFIT FROM THIS SETTLEMENT?

No.

THOSE REPRESENTING YOU

12. DO I HAVE A LAWYER IN THIS CASE?

The Class Representative retained **Leonard A. Bennett** and **Matthew J. Erausquin**, Consumer Litigation Associates, P.C., 763 J. Clyde Morris Blvd., Suite 1-A, Newport News, VA 23601 and **Kristi Kelly**, Kelly & Crandall, 4084 University Drive, Fairfax, VA 22030 to represent him. In connection with the preliminary approval of the settlement, the Court appointed these attorneys to represent you and other Class Members. Together, the lawyers are called Class Counsel. You will not be separately charged by these lawyers for their work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for an award of attorneys' fees and costs of up to \$850,000, which the Defendant has agreed not to oppose. However, the Court may ultimately award less than the amount requested, or nothing at all. The costs of this notice to you and the costs of administering the settlement will be paid by Defendant.

14. IS THE CLASS REPRESENTATIVE ENTITLED TO A SEPARATE PAYMENT?

The Class Representative will ask the Court to approve a payment to the named Plaintiff of an amount not to exceed \$5,000 as a service award for his efforts and time expended in prosecuting this case. However, the Court may ultimately award less than this amount.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the settlement if you do not think any part of the settlement is fair, reasonable, and/or adequate. You can and should explain the detailed reasons why you think the Court should not approve the settlement, if this is the case. The Court and Class Counsel will consider your views carefully. To object, you must send a letter stating that you object to the settlement in the *Ceccone v. Equifax Information Services, LLC* case. Be sure to include (1) the name of this lawsuit, *Albert C. Ceccone v. Equifax Information Services, LLC*, Civil Action No. 1:13-cv-01314-KBJ; (2) your full name, current address, and telephone number; (3) a sentence stating that to the best of your knowledge, you are a member of the settlement class; (4) the factual basis and legal grounds for the objection to the settlement; (5) the identity of witnesses who you may call to testify at the Final Fairness Hearing; and (6) copies of exhibits that you may seek to offer into evidence at the Final Fairness Hearing. Mail these materials to each of these three different places so that they are postmarked no later than July 27, 2016.

COURT

Clerk of the Court
United States District Court
333 Constitution Avenue
Washington, D.C. 20001

CLASS COUNSEL

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

DEFENSE COUNSEL

Zachary A. McEntyre
King & Spalding LLP
1180 Peachtree Street NE
Atlanta, GA 30309

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

There are additional requirements necessary for your attorney if you retain one. These requirements are stated in the Settlement Agreement, which is available at <http://CecconeClassAction.com>.

16. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you remain in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object to this settlement because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing on August 25, 2016, at the United States District Court for the District of Columbia, 333 Constitution Avenue, Washington, D.C. 20001, in Courtroom 17. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have submitted timely

requests to speak at the hearing. The Court may also decide the amount that Class Counsel and the Class Representative shall be paid. After the hearing, the Court will decide whether to finally approve the settlement.

18. DO I HAVE TO COME TO THE HEARING?

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

19. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in the *Ceccone v. Equifax Information Services, LLC* case.” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be sent to the Clerk of the Court, Class Counsel and Defense Counsel, at the three addresses previously provided above and must be received by the Clerk of the Court by July 27, 2016. You cannot speak at the hearing if you have excluded yourself.

GETTING MORE INFORMATION

20. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

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

21. HOW DO I GET MORE INFORMATION?

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

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