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*In re: Equifax Inc. Customer Data Security Breach Litigation,*  
Case No. 1:17-md-2800-TWT (N.D. Ga.)

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## **EQUIFAX DATA BREACH CLASS ACTION SETTLEMENT**

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### **IF YOUR PERSONAL INFORMATION WAS IMPACTED IN THE 2017 EQUIFAX DATA BREACH, YOU MAY BE ELIGIBLE FOR BENEFITS FROM A CLASS ACTION SETTLEMENT**

A class action settlement has been proposed in a case against Equifax Inc., Equifax Information Services LLC, and Equifax Consumer Services LLC (“Equifax”) relating to a data breach that Equifax announced in September 2017 (the “Data Breach”). If you are a Settlement Class Member, there will be benefits available to you from the proposed settlement. **The easiest way to submit a claim under the settlement is online at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com).** If you are unsure of whether you are eligible for benefits, visit the website or call **1-833-759-2982**.

In addition to other benefits, the proposed settlement requires Equifax to establish a “Consumer Restitution Fund” of a minimum of \$380.5 million. The settlement relief includes:

- **Cash Payment for Out-of-Pocket Losses:** The Consumer Restitution Fund will be used to reimburse out-of-pocket losses fairly traceable to the Data Breach, including costs of credit monitoring and placing or removing a credit freeze on a credit file, up to \$20,000 per person (“Out-of-Pocket Losses”).
- **Cash Payment for Time Spent:** Out-of-Pocket Losses include payment for time spent remedying fraud, identity theft, or other misuse of your personal information caused by the Data Breach, or freezing or unfreezing credit reports and purchasing credit monitoring services, for up to 20 hours at \$25 per hour (“Time Spent”).
- **Cash Payment for Equifax Subscription Products:** Settlement Class Members who paid for Equifax credit or identity monitoring subscription products between September 7, 2016 and September 7, 2017, can receive up to 25% reimbursement for the amount they paid for services during that time (“Subscription Product Reimbursement”).
- **Credit Monitoring Services:** All Settlement Class Members are eligible to enroll in at least four (4) years of Experian’s credit monitoring services at no cost. The services include three-bureau daily monitoring of your credit files, a \$1 million identity theft insurance policy, and other features discussed below (“Credit Monitoring Services”). You can make a claim for both cash payments and Credit Monitoring Services.
- **Cash Payment for Alternative Credit Monitoring Service:** If you already have some form of credit monitoring or protection, or would like to get a different credit monitoring service before submitting a claim, you may be eligible for cash up to \$125 as an alternative to the free Credit Monitoring Services (“Alternative Reimbursement Compensation”).

Questions? Go to [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com) or call 1-833-759-2982

- **Identity Restoration Services:** All Settlement Class Members will be able to use assisted identity restoration services offered through Experian, including a dedicated identity theft restoration specialist to help with identity recovery and restoration for a period of seven (7) years (“Restoration Services”) if you experience identity theft or fraud.
- **Equifax Business Practices Commitments:** Equifax has agreed to implement and maintain certain business practices relating to its information security program, which will be monitored by an independent third party and be enforceable in court.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>File a claim for Out-of-Pocket Losses or Time Spent</b>	<p>You must submit a claim in order to receive reimbursement for Out-of-Pocket Losses and/or Time Spent. You may claim Out-of-Pocket Losses, Time Spent, and Credit Monitoring Services under the settlement.</p> <p>For more detailed information, see Questions 7-8.</p>	<p><b>January 22, 2020</b></p> <p><b>For current losses and time</b></p> <p><b>January 22, 2024</b></p> <p><b>For future losses and time</b></p>
<b>File a claim for Credit Monitoring Services or Alternative Reimbursement Compensation</b>	<p>You must submit a claim in order to receive the Free Credit Monitoring Services offered under the settlement, or Alternative Reimbursement Compensation up to \$125.</p> <p>For more detailed information, see Question 8 and 10.</p>	<b>January 22, 2020</b>
<b>File a claim for Subscription Product Reimbursement</b>	<p>You must submit a claim in order to receive reimbursement for Subscription Product Reimbursements.</p>	<b>January 22, 2020</b>
<b>Access to Identity Restoration Services</b>	<p>You may access Identity Restoration Services after the settlement becomes final, whether or not you make a claim under the settlement.</p> <p>For more detailed information, see Question 11.</p>	<b>No deadline. Services will be available for at least 7 years.</b>
<b>Exclude yourself from the settlement</b>	<p>You can exclude yourself from the settlement by informing the Settlement Administrator that you want to “opt-out” of the settlement. If the settlement becomes final, this is the only option that allows you to retain your rights to separately sue Equifax for claims related to the Data Breach. If you opt-out, you may not make a claim for benefits under the settlement.</p> <p>For more detailed information, see Question 23.</p>	<b>November 19, 2019</b>

Questions? Go to [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com) or call 1-833-759-2982

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>Object or comment on the settlement</b>	You may object to the settlement by writing to explain to the Court why you don't think the settlement should be approved. If you object, you will remain a Settlement Class Member, and if the settlement is approved, you will be eligible for the benefits of the settlement and give up your right to sue on certain claims described in the Settlement Agreement, which is available at <a href="http://www.EquifaxBreachSettlement.com">www.EquifaxBreachSettlement.com</a> .  For more detailed information, see Question 24.	<b>November 19, 2019</b>
<b>Do nothing</b>	If you do nothing, you can still access Identity Restoration Services, but will not be entitled to any other benefits provided under the settlement. If the settlement becomes final, you will give up your rights to sue Equifax separately for claims relating to the Data Breach or to continue to pursue any such claims you have already filed.	

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Questions? Go to [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com) or call 1-833-759-2982

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## **BASIC INFORMATION AND OVERVIEW**

### **1. What is this notice?**

A Court authorized this notice to inform you how you may be affected by this proposed settlement. This notice describes the lawsuit, the general terms of the proposed settlement and what it may mean to you. This notice also explains how to participate in, or exclude yourself from, the settlement if you were impacted by the Data Breach.

For information on how to determine if you are a Settlement Class Member, and therefore eligible for benefits under this settlement, see Question 5.

Questions? Go to [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com) or call 1-833-759-2982

## 2. What is this lawsuit about?

In September 2017, Equifax announced that it had been the victim of a criminal cyberattack on its systems. The attackers gained unauthorized access to the personal information of approximately 147 million U.S. consumers. This information included people’s names, Social Security numbers, birth dates, addresses, and in some instances driver’s license numbers, credit card numbers, or other personal information.

Numerous lawsuits were brought on behalf of consumers whose personal information was impacted as a result of the Data Breach. Chief Judge Thomas W. Thrash Jr. of the U.S. District Court for the Northern District of Georgia is overseeing these lawsuits. These lawsuits are known as *In re: Equifax Inc. Customer Data Security Breach Litigation*, Case No. 1:17-md-2800-TWT. The consumers who sued are called the “Plaintiffs.” Equifax, Inc., and two of its subsidiaries are the “Defendants.” Plaintiffs claim that Equifax did not adequately protect consumers’ personal information and that Equifax delayed in providing notice of the data breach. The most recent version of the lawsuit, which describes the specific legal claims alleged by the Plaintiffs, is available at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com). Equifax denies any wrongdoing, and no court or other judicial entity has made any judgment or other determination of any wrongdoing.

## 3. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” Because this is a class action, even persons who did not file their own lawsuit can obtain relief from harm that may have been caused by the Data Breach, except for those individuals who exclude themselves from the settlement class by the deadline.

## 4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Equifax. Instead, both sides agreed to a settlement after a lengthy mediation process overseen by a retired federal judge. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the settlement class. The class representatives appointed to represent the class and the attorneys for the settlement class (“Class Counsel,” see Question 20) believe that the settlement is in the best interests of the Settlement Class Members.

### **WHO IS PART OF THE SETTLEMENT**

## 5. How do I know if I am part of the settlement?

You are a Settlement Class Member if you are among the approximately 147 million U.S. consumers identified by Equifax whose personal information was impacted by the Equifax Data Breach.

You can confirm you are a Settlement Class Member, and eligible for benefits, by:

- Visiting the secure web page <https://www.EquifaxBreachSettlement.com>; or
- Calling 1-833-759-2982.

Questions? Go to [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com) or call 1-833-759-2982

Excluded from the settlement are:

- Officers and directors of Equifax;
- The presiding judge and any judicial staff involved in the lawsuit; and
- Any Class Member who opts-out (*see* Question 23).

## **THE SETTLEMENT BENEFITS**

### **6. What does the settlement provide?**

Equifax will pay at least \$380,500,000 into a Consumer Restitution Fund. The Consumer Restitution Fund will be used to:

- Make cash payments for Out-of-Pocket Losses and Time Spent (*see* Question 7);
- Purchase Credit Monitoring Services (*see* Question 8);
- Pay cash Alternative Reimbursement Compensation to Settlement Class Members who already have their own credit monitoring or identity protection coverage before making a claim (*see* Question 10);
- Make cash payments for Subscription Product Reimbursement;
- Purchase Restoration Services for all Settlement Class Members, regardless of whether they make a claim (*see* Question 11);
- Pay the costs of notifying Settlement Class Members and administering the settlement;
- Pay service awards to the Settlement Class Representatives, as approved by the Court (*see* Question 22);
- Pay attorneys' fees, costs, and expenses, as approved by the Court (*see* Question 21).

If the Consumer Restitution Fund is used up, Equifax will pay up to an additional \$125,000,000 to pay Out-of-Pocket Losses (*see* Question 13).

Equifax has also agreed to implement and maintain certain business practices relating to its information security program (*see* Question 14). A detailed description of these business practices commitments is available in the Settlement Agreement, which is available at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com).

### **7. How will the settlement compensate me for identity theft I have already suffered or money I have already paid to protect myself, and my time spent on those things?**

**Settlement Benefit: Cash Payment for Time Spent:** If you spent time (i) dealing with fraud, identity theft, or other alleged misuse of your personal information that is fairly traceable to the Data Breach, or (ii) taking preventative measures (time placing or removing security freezes on your credit report, or purchasing credit monitoring or identity protection) that are fairly traceable to the Data Breach, then you may make a claim for reimbursement for \$25 per hour for up to 20 hours.

You may receive reimbursement for up to 10 hours at \$25 per hour by providing a description of (i) the actions taken in response to the Data Breach in dealing with misuse of your information or taking preventative measures and (ii) the time associated with those actions. You must certify that the description is truthful. Valid claims for Time Spent will be reimbursed in 15-minute increments, with a minimum reimbursement of 1-hour per claim.

To claim reimbursement of more than 10 hours of Time Spent, you must also provide reasonable documentation of fraud, identity theft, or other alleged misuse of your personal information fairly traceable to the Data Breach (*i.e.*, letter from IRS or bank or police report).

If there are more than \$31 million in claims for Time Spent made during the Initial Claims Period (*see* Question 12), all payments for Time Spent will be reduced and distributed on a proportional basis. Certain claims for Time Spent may also be made during the Extended Claims Period, up to a total cap for Time Spent during the Initial and Extended Claims Periods of \$38 million in claims.

The deadline to file a claim for time you have already spent as a result of the Data Breach is **1/22/2020**. The deadline to file eligible claims for time you spend in the future as a result of the Data Breach is **1/22/2024** (*see* Questions 12).

**Settlement Benefit: Payment for Unreimbursed Out-of-Pocket Losses:** If you spent money to deal with fraud or identity theft that was fairly traceable to the Data Breach, or to protect yourself from future harm, then you can submit a claim for reimbursement up to \$20,000 (including your claim for Time Spent). Out-of-Pocket Losses that are eligible for reimbursement may include, without limitation, the following:

- Money spent on or after September 7, 2017, associated with placing or removing a security freeze on your credit report with any credit reporting agency;
- Credit monitoring or identity theft protection costs you paid on or after September 7, 2017;
- Unreimbursed costs, expenses, losses or charges you paid on or after May 13, 2017, because of identity theft or identity fraud, falsified tax returns, or other alleged misuse of your personal information;
- Other miscellaneous expenses related to any Out-Of-Pocket Loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges;
- Professional fees incurred in connection with addressing identity theft, fraud, or falsified tax returns; and
- Up to 25% reimbursement of the money you paid for Equifax credit monitoring or identity theft protection subscription products between September 7, 2016 and September 7, 2017.

This list provides examples only, and other losses or costs fairly traceable to the Data Breach may also be eligible for reimbursement. Go to [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com) or call 1-833-759-2982.

The Settlement Administrator will decide if your claim for Out-Of-Pocket Losses are valid. Only valid claims will be paid. The deadline to file a claim for Out-of-Pocket Losses you have already had is **1/22/2020**. Certain claims for losses in the future as a result of the Data Breach may be made during the Extended Claims Period (*see* Question 12). The deadline to file those claims is **1/22/2024**.

## 8. How will the settlement help protect me against future identity theft and fraud?

**Settlement Benefit: Credit Monitoring Services:** The settlement provides a way to help protect yourself from unauthorized use of your personal information. Settlement Class Members may submit a claim to enroll in at least four (4) years of three-bureau credit monitoring services, provided by Experian, at no cost. These services include the following features:

- Three-bureau credit monitoring providing notice of changes to your credit report at all three national credit bureaus;
- Up to \$1 million dollars in insurance covering costs related to identity theft or fraud;
- Real-time notification of credit inquiries and other notifications;
- On-demand online access to a free copy of one bureau credit report, updated on a monthly basis;
- CyberAgent® Dark Web Monitoring that monitors internet activity for the trading or selling of your personal information;
- Customer support provided by Experian; and
- Many other features described at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com).

If you make a valid claim and enroll in Credit Monitoring Services, you can also elect to enroll in up to six (6) years of one-bureau credit monitoring services provided by Equifax that would begin after the three-bureau Credit Monitoring Services expire. This one-bureau credit monitoring service will include automated online alerts for key changes to your Equifax credit report, on-demand online access to your Equifax credit report updated on a monthly basis, and, if you request, internet monitoring that includes searching suspicious websites for your Social Security number. You must opt in for these one-bureau services when you submit your claim for Credit Monitoring Services, and you will be sent instructions for how to enroll in the one-bureau monitoring before your three-bureau Credit Monitoring Services expire. The cost of this service will be paid separately by Equifax, not out of the Consumer Restitution Fund.

Information about Credit Monitoring Services for minor children is provided in Question 9.

**The deadline for all claims for Credit Monitoring Services is 1/22/2020.**

If you submit a valid claim form and elect to enroll in Credit Monitoring Services, you will receive enrollment instructions by email after approval of the settlement. You may make a claim for both reimbursement for Out-of-Pocket Losses and/or Time Spent and Credit Monitoring Services.

## 9. Can minor children make a claim for Credit Monitoring Services?

**Settlement Benefit: Credit Monitoring Services for Minor Children:** A parent or legal guardian of a Settlement Class Member who is a minor (under the age of 18) can make a claim for Credit Monitoring Services on the child's behalf under the settlement. While the Settlement Class Member is under 18, they will receive minor monitoring services as follows: alerts when certain personal data appears on suspicious websites, including underground websites known as the "dark web;" alerts when the Social Security number is associated with new names or addresses or the creation of a consumer report at one or more of the three nationwide Consumer Reporting Agencies; and Identity Restoration

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Services in the event that a Settlement Class Member under the age of 18 has their identity compromised. Upon turning 18, the Settlement Class Member can enroll in the full Credit Monitoring Services. If a Settlement Class Member under the age of 18 has an Experian credit file with sufficient detail to permit authentication, a parent or guardian may enroll them in the full Credit Monitoring Services prior to their eighteenth birthday.

Additionally, the parent or legal guardian can elect to enroll the minor in one-bureau credit monitoring services provided by Equifax that would begin after the Credit Monitoring Services expire for a period of up to 14 years. While the Settlement Class Member is under 18, they will receive minor monitoring services as follows: alerts when data elements such as a Social Security number submitted for monitoring appear on suspicious websites, including underground websites known as the “dark web;” for minors who do not have an Equifax credit file, a file is created, locked, and then monitored, and for minors with an Equifax credit file, their credit file is locked and then monitored. The Experian Credit Monitoring Services and the optional one-bureau credit monitoring provided by Equifax together will cover 18 years.

The parent or legal guardian must opt for the minor to receive the one-bureau services when submitting a claim for the Credit Monitoring Services, and the parent or legal guardian will be sent instructions for how to enroll in the one-bureau monitoring before the Credit Monitoring Services expire. The cost of these services will be paid separately by Equifax, not out of the Consumer Restitution Fund.

**10. What if I already have credit monitoring or identity protection services?**

**Settlement Benefit: Cash Alternative Reimbursement Compensation:** If you already have some other kind of credit monitoring or protection services, and do not claim the free Credit Monitoring Services available through the settlement, you may file a claim for Alternative Reimbursement Compensation for up to \$125. To claim Alternative Reimbursement Compensation you must certify that you have some form of credit monitoring or protection services on the date you submit your claim form and that you will keep those services for a minimum of six (6) months.

You should keep in mind that:

- **The deadline for all claims for Alternative Reimbursement Compensation is 1/22/2020.**
- If you claim Alternative Reimbursement Compensation, you cannot claim free Credit Monitoring Services.
- If you claim Alternative Reimbursement Compensation, you cannot also seek reimbursement for purchasing credit monitoring or protection services covering the 6-month period after you make your claim. However, you can still make other claims for Time Spent or Out-of-Pocket Losses.
- If there are more than \$31 million claims for Alternative Reimbursement Compensation, all payments for Alternative Reimbursement Compensation will be lowered and distributed on a proportional basis.

**11. How will the settlement help me deal with identity theft or fraud if it happens?**

**Settlement Benefit: Free Identity Restoration Services:** All Settlement Class Members will receive access to Assisted Identity Restoration Services if they experience an identity theft event. These services will be provided by Experian for a period of seven (7) years. These services include:

- Access to a U.S. based call center providing services relating to identity restoration.
- Assignment of a certified Identity Theft Restoration Specialist to assist you in addressing an identity theft event.
- Assistance with a step-by-step process to deal with companies, government agencies, and credit bureaus.

All Settlement Class Members may access Assisted Identity Restoration Services after the settlement becomes final, even if you never make a claim from this settlement, by going to [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com), or calling toll free 1-833-759-2982.

## **12. What if I have Out-of-Pocket Losses or Time Spent because of the Equifax Data Breach in the future?**

All claims for Out-of-Pocket Losses or Time Spent that have already happened must be made by **1/22/2020**.

If there is still money in the Consumer Restitution Fund after all initial payments, there will be an “Extended Claims Period” which will allow you to make certain claims for Out-of-Pocket Losses or Time Spent that happen after the initial claims deadline. **All such claims must be made by 1/22/2024 and will be paid on a first-come-first-served basis.**

During the Extended Claims Period, you can seek reimbursement for Out-of-Pocket Losses or Time Spent (but not losses of money and time associated with freezing or unfreezing credit reports or purchasing credit monitoring or protection services) if you certify that you have not already received reimbursement for the claimed loss.

## **13. What claims can I make during the Extended Claims Period?**

If the Extended Claims Period goes into effect as described in Question No. 12, you can seek reimbursement for Out-of-Pocket Losses or Time Spent incurred during the Extended Claims Period (excluding losses of money and time associated with placing or removing a security freeze on your credit reports or purchasing credit monitoring or identity theft protection services) if you certify that you have not already received reimbursement for the claimed loss.

**You cannot make any of the following claims during the Extended Claims Period:**

- Claims for free Credit Monitoring Services (see Question 8).
- Claims for cash Alternative Reimbursement Compensation for credit monitoring or protection (see Question 10).
- Claims for Out-of-Pocket Losses or Time Spent associated with freezing or unfreezing credit reports or purchasing credit monitoring or protection services.

## **14. Will the settlement include changes to Equifax’s data security program?**

**Settlement Benefit: Data Security Business Practices Commitments by Equifax:** Equifax has agreed to adopt, pay for, implement, and maintain extensive Business Practices Commitments related to information security for a period of five (5) years. A detailed description of these Business Practices

Commitments is available in the Settlement Agreement, which is available at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com). These commitments will be assessed by an independent third party and be enforceable in court. Equifax also will not seek to enforce any arbitration provision in any Equifax product that has been offered in response to the Data Breach as of the date of the settlement agreement or that is provided under the settlement.

#### **15. What happens if there are leftover settlement funds?**

The Consumer Restitution Fund will be used to pay initial claims for Out-of-Pocket Losses and Time Spent, for Credit Monitoring Services and Alternative Reimbursement Compensation, for Identity Restoration Services, for administrative and notice costs, and for class representative service awards and attorneys' fees and expenses as approved by the Court.

- If there are still settlement funds, valid claims made during the Extended Claims Period will be paid on a first-come-first-served basis.
- If settlement funds remain, the monetary caps for Time Spent (*see* Question 7) and Alternative Reimbursement Compensation (*see* Question 10) will be lifted (if applicable) and those payments will be increased proportionally up to the full amount of approved claims for Time Spent and Alternative Reimbursement Compensation.
- If settlement funds still remain, up to three (3) additional years of Identity Restoration Services will be made available to all Settlement Class Members, regardless of whether they made a claim under the settlement.
- If settlement funds still remain, additional Credit Monitoring Services (purchased in full month increments) will be provided to Settlement Class Members who claimed Credit Monitoring Services.
- If any settlement funds still remain, then those remaining funds will be distributed by the court for consumer restitution and redress, but no money will be returned to Equifax.

#### **16. What happens if the Consumer Restitution Fund runs out of money?**

If the payments described in Question 6 use up the Consumer Restitution Fund, Equifax will add up to \$125,000,000 as needed to pay valid claims for Out-of-Pocket Losses.

### **HOW TO GET SETTLEMENT BENEFITS**

#### **17. How do I file a claim for Credit Monitoring Services, Time Spent, or Out-of-Pocket Losses?**

To obtain Credit Monitoring Services or to file a claim for reimbursement for Time Spent or Out-of-Pocket Losses fairly traceable to the Data Breach, you will need to file a claim form. There are two options for filing claims:

- (1) **File Online:** You may fill out and submit the claim form online at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com). This is the quickest way to file a claim.
- (2) **File by Mail:** Alternatively, you may simply fill out the claim form included with this notice and mail it to the address on the form with supporting documentation, if any. You can

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download a hard copy of the claim form (available at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com)), or ask the Settlement Administrator to mail a claim form to you by calling 1-833-759-2982. Fill out your claim form and mail it to: Equifax Data Breach Litigation Claims, c/o JND Legal Administration, P.O. Box 91318, Seattle, Washington, 98111-9418.

The deadline to file a claim is **1/22/2020** (this is the last day to file online and the postmark deadline for mailed claims).

To fill out and submit a claim form during the Extended Claims Period (see Question 13), you will need to access and submit the Extended Claims Period claim form online at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com); or contact the Settlement Administrator and request a hard copy of the Extended Claims Period claim form that can be filled out and returned by mail.

#### **18. When and how will I receive the benefits I claim from the settlement?**

**Credit Monitoring Services claimed by Settlement Class Members will begin, and payments for valid claims will be made, after the Court enters a final judgment and the settlement becomes final. This may take several months or more; please be patient. Once there is a final judgment, it will be posted on the Settlement Administrator's website.**

If you make a valid claim for Credit Monitoring Services, the Settlement Administrator will send you information on how to activate your credit monitoring once the settlement is final. The Settlement Administrator will provide you with an activation code and link to the Experian website where you can enroll and activate your Credit Monitoring Services.

Checks or pre-paid cards for valid claims for Out-of-Pocket Losses, Time Spent, and Alternative Reimbursement Compensation will be mailed by the Settlement Administrator to the mailing address that you provide.

### **LEGAL RIGHTS RESOLVED THROUGH THE SETTLEMENT**

#### **19. What am I giving up to stay in the settlement class?**

If you make a claim under the settlement, or if you do nothing, you will be releasing all of your legal claims relating to the Data Breach against Equifax when the settlement becomes final. By releasing your legal claims, you are giving up the right to file, or to continue to pursue, separate legal claims against or seek further compensation from Equifax for any harm related to the Data Breach—whether or not you are currently aware of those claims.

Unless you exclude yourself from the settlement (see Question 23), all of the decisions by the Court will bind you. That means you will be bound to the terms of the settlement and accompanying court orders, and cannot bring a lawsuit or be part of another lawsuit against Equifax regarding the Data Breach.

Paragraphs 6-7 of the Settlement Agreement define the claims that will be released by Settlement Class Members who do not exclude themselves from the settlement. You can access the Settlement Agreement and read the specific details of the legal claims being released at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com).

If you have any questions, you can contact the Settlement Administrator (see Question 25).

### **THE LAWYERS REPRESENTING YOU**

Questions? Go to [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com) or call 1-833-759-2982

## **20. Do I have a lawyer in the case?**

Yes. The Court appointed the following attorneys to represent you and other Settlement Class Members as “Class Counsel.”

Norman E. Siegel  
**STUEVE SIEGEL HANSON LLP**  
460 Nichols Road, Suite 200  
Kansas City, MO 64112

Amy E. Keller  
**DiCELLO LEVITT GUTZLER LLC**  
Ten North Dearborn Street, 11<sup>th</sup> Floor  
Chicago, IL 60602

Roy E. Barnes  
**THE BARNES LAW GROUP, LLC**  
31 Atlanta Street  
Marietta, GA 30060

Kenneth S. Canfield  
**DOFFERMYRE SHIELDS CANFIELD  
& KNOWLES, LLC**  
1355 Peachtree Street, N.E., Suite 1725  
Atlanta, GA 30309

You will not be 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.

If you have questions about making a claim, please contact the Settlement Administrator (see Question 17).

## **21. How will these lawyers be paid?**

Class Counsel have undertaken this case on a contingency-fee basis, meaning they have paid for all of the expenses in the case and have not been paid any money in relation to their work on this case. Accordingly, Class Counsel will ask the Court to award them attorneys’ fees of up to \$77,500,000 and reimbursement for costs and expenses up to \$3,000,000 to be paid from the Consumer Restitution Fund. The Court will decide the amount of fees and costs and expenses to be paid. You will not have to separately pay any portion of these fees yourself. Class Counsel’s request for attorneys’ fees and costs (which must be approved by the Court) will be filed by 10/29/2019 and will be available to view on the settlement website at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com).

## **22. Will the class representatives receive any additional money?**

The class representatives in this action are listed in the Settlement Agreement, which is available at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com). Class Counsel will ask the Court to award these individuals “service awards” of \$2,500 each for the time that they spent, and the risks that they undertook, in bringing this lawsuit on behalf of the class. This amount will also have to be approved by the Court. Any amount approved by the Court will be paid from the Consumer Restitution Fund.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

## **23. How do I exclude myself from the settlement?**

If you are a member of the settlement class but do not want to remain in the class, you may exclude yourself from the class (also known as “opting out”). If you exclude yourself, you will lose any right to participate in the settlement, including any right to receive the benefits outlined in this notice.

Questions? Go to [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com) or call 1-833-759-2982

If you decide on this option, you may keep any rights you have, if any, against Equifax and you may file your own lawsuit against Equifax based upon the same legal claims that are asserted in this lawsuit, but you will need to find your own attorney at your own cost to represent you in that lawsuit. If you are considering this option, you may want to consult an attorney to determine your options.

**IMPORTANT:** You will be bound by the terms of the Settlement Agreement unless you submit a timely and signed written request to be excluded from the settlement. To exclude yourself from the settlement you must mail a “request for exclusion,” postmarked no later than **11/19/2019**, to:

**Equifax Data Breach Class Action Settlement Administrator**  
**Attn: Exclusion**  
**c/o JND Legal Administration**  
**P.O. Box 91318**  
**Seattle, WA 98111-9418**

This statement must contain the following information:

- (1) The name of this proceeding (*In re: Equifax Inc. Customer Data Security Breach Litigation*, Case No. 1:17-md-2800-TWT, or similar identifying words such as “Equifax Data Breach Lawsuit”);
- (2) Your full name;
- (3) Your current address;
- (4) The words “Request for Exclusion” at the top of the document or a statement that you do not wish to participate in the settlement; and
- (5) Your signature.

**If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the settlement class, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court, and you may not recover under any other settlement agreement regarding the claims released as part of the settlement.**

### **OBJECTING OR COMMENTING ON THE SETTLEMENT**

#### **24. How do I tell the Court that I like or don’t like the settlement?**

If you are a Settlement Class Member, you have the right to tell the Court what you think of the settlement. You can object to the settlement if you don’t think it is fair, reasonable, or adequate, and you can give reasons why you think the Court should not approve it. You can’t ask the Court to order a larger settlement; the Court can only approve or deny the settlement as it is.

To object, you must send a letter stating that you object to the settlement. Your objection letter must include:

- (1) The name of this proceeding (*In re: Equifax Inc. Customer Data Security Breach Litigation*, Case No. 1:17-md-2800-TWT, or similar identifying words such as “Equifax Data Breach Lawsuit”);
- (2) Your full name and current address;

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- (3) Your personal signature (an attorney's signature is not enough);
- (4) A statement indicating why you think that you are a member of the settlement class;
- (5) A statement with the reasons why you object, accompanied by any legal support for your objection;
- (6) A statement identifying all class action settlements to which you have objected in the previous five (5) years; and
- (7) A statement as to whether you intend to appear at the Fairness Hearing, either in person or through a lawyer, and if through a lawyer, identifying your lawyer by name, address, and telephone number, and four dates between 11/19/2019 and 12/5/2019 during which you are available to be deposed by counsel for the Parties.

Additionally, if you are represented by a lawyer and your lawyer intends to speak at the Fairness Hearing, your written objection letter must include:

- (8) A detailed statement of the specific legal and factual basis for each and every objection; and
- (9) A detailed description of any and all evidence you may offer at the Fairness Hearing, including copies of any and all exhibits that you may introduce at the Fairness Hearing.

Additionally, if you are represented by a lawyer, and your lawyer intends to seek compensation for his or her services from anyone other than you, your written objection letter must include:

- (10) The identity of all lawyers who represent you, including any former or current lawyer who may be entitled to compensation for any reason related to the objection;
- (11) A statement identifying all instances in which your lawyer or your lawyer's law firm have objected to a class action settlement within the preceding five (5) years, giving the case name, case number, and court in which the class action settlement was filed;
- (12) A statement identifying any and all agreements or contracts that relate to the objection or the process of objecting—whether written or oral—between the you, your lawyer, and/or any other person or entity;
- (13) A description of your lawyer's legal background and prior experience in connection with class action litigation; and
- (14) A statement regarding whether your lawyer's compensation will be calculated on the basis of a lodestar, contingency, or other method; an estimate of the amount of fees to be sought; the factual and legal justification for any fees to be sought; the number of hours already spent by your lawyer and an estimate of the hours to be spent in the future; and the lawyer's hourly rate.

To be considered by the Court, your objection letter must be filed electronically with the Court by **11/19/2019** or mailed, postmarked no later than **11/19/2019**, to the following addresses:

**Equifax Data Breach Class Action Settlement Administrator**  
**Attn: Objection**  
**c/o JND Legal Administration**  
**P.O. Box 91318**  
**Seattle, WA 98111-9418**

**If you do not comply with these procedures and the deadline for objections, you may lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to contest the approval of the settlement or to appeal from any orders or judgments entered by the Court in connection with the proposed settlement. You will still be eligible to receive settlement benefits if the settlement becomes final even if you object to the settlement.**

The Court has scheduled a Fairness Hearing to listen to and consider any concerns or objections from Settlement Class Members regarding the fairness, adequacy, and reasonableness of the terms of the Settlement Agreement. That hearing will take place on **12/19/2019 at 10:00 a.m.** before the Honorable Thomas W. Thrash Jr., at the United States District Court for the Northern District of Georgia located in Courtroom 2108 of the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Dr., SW, Atlanta, Georgia 30303-3309. This hearing date and time may be moved. Please refer to the settlement website, [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com) for notice of any changes.

### **GETTING MORE INFORMATION**

#### **25. Where can I get more information?**

If you have questions about this notice or the settlement, you may go to the settlement website at [www.EquifaxBreachSettlement.com](http://www.EquifaxBreachSettlement.com). You can also contact the Settlement Administrator at **1-833-759-2982** or by mailing a letter to **Equifax Data Breach Settlement, c/o JND Legal Administration**, P.O. Box 91318, Seattle, WA 98111-9418, for more information or to request that a copy of this document be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them (contact information noted above in Question 20). You may also seek advice and guidance from your own private lawyer at your own expense, if you wish to do so.

This notice is only a summary of the lawsuit and the settlement. Other related documents can be accessed through the settlement website. If you have questions about the proposed settlement, or wish to receive a copy of the Settlement Agreement but do not have access to the Internet to download a copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed settlement.

***Please do not contact the Court or its Clerk.***