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**DISTRICT COURT**
**CLARK COUNTY, NEVADA**

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|---|---|---|
| In the Matter of: | ) | CASE NO. : A-15-718674-B |
| | ) | DEPT NO. : XIII |
| EQUIFAX INFORMATION SERVICES LLC, | ) | |
| EXPERIAN INFORMATION SOLUTIONS, INC. | ) | |
| AND TRANSUNION LLC | ) | |
| | ) | **BUSINESS COURT REQUESTED** |
| | ) | **ARBITRATION EXEMPTION—Action in Equity** |

## ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to NRS 598-0995, the Office of the Attorney General herein submits the attached Assurance of Voluntary Compliance entered into between Attorney General ADAM PAUL LAXALT, acting through Jo Ann Gibbs, Chief Multistate Counsel, and Equifax Information Services LLC, Experian Information Solutions, Inc., and TransUnion LLC.

Dated this 20 day of May, 2015.

ADAM PAUL LAXALT
Attorney General

By: _____
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**IN THE MATTER OF:**

**Equifax Information Services LLC,**
**Experian Information Solutions, Inc., and**
**TransUnion LLC**

## ASSURANCE OF VOLUNTARY COMPLIANCE/ ASSURANCE OF VOLUNTARY DISCONTINUANCE

This Assurance of Voluntary Compliance/Assurance of Voluntary Discontinuance ("Settlement" or "Assurance") is entered into between the States of Alabama, Alaska, Arizona, Arkansas, Florida, Georgia,[1] Hawaii,[2] Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Missouri, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, Vermont, and Wisconsin (the "States" or individually, a "State"), acting through their respective Attorney General, Departments of Justice, or Offices of Consumer Protection ("Attorneys General"), and the consumer reporting agencies Equifax Information Services LLC, Experian Information Solutions, Inc., and TransUnion LLC (each, a "CRA," and collectively, the "CRAs"), to settle concerns that the CRAs' conduct has violated the Fair Credit Reporting Act (the "FCRA," 15 U.S.C. § 1681 et seq.) and the States' consumer protection laws relating to unfair and deceptive

[1] The State of Georgia is represented in this matter by the Georgia Governor's Office of Consumer Protection, an agency that is not part of the Georgia Attorney General's Office but is authorized to enforce Georgia's Fair Business Practices Act ("FBPA"). For simplicity, the term "Attorneys General" shall include the Administrator of the FBPA.

[2] Hawaii is being represented in this matter by its Office of Consumer Protection, an agency which is not part of the state Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii. For simplicity, the entire group will be referred to as the "Attorneys General," and such designation, as it includes Hawaii, refers to the Executive Director of the State of Hawaii Office of Consumer Protection.

business acts and practices.[3] The States and the CRAs have agreed to execute this Assurance for the purposes of settlement only.

## I. BACKGROUND

**A.** This Settlement is the result of the CRAs working cooperatively with the Attorneys General of the States.

**B.** The States have each enacted a statute relating to unfair and deceptive business acts and practices.

**C.** The States and the CRAs jointly acknowledge the various findings and statement of purpose expressed by Congress in section 602 of the Fair Credit Reporting Act (the "FCRA," 15 U.S.C. § 1681 et seq.), including: (i) the banking system is dependent upon fair and accurate credit reporting, which is directly impaired by inaccurate credit reports, and public confidence essential to its continued functioning is undermined by unfair credit reporting methods; (ii) the CRAs play a vital role in assembling and evaluating consumer credit information, utilizing an elaborate mechanism for investigating and evaluating the credit worthiness, credit standing, credit capacity,

[3] See generally Ala. Code §§ 8-19-1 to 8-19-15; Alaska Stat. §§ 45.50.471 to 45.50.561; Ariz. Rev. Stat. Ann. §§ 44-1521 to 44-1534; Ark. Code Ann. §§ 4-88-101 to 4-88-905; Fla. Stat. §§ 501.201 to 501.213; Ga. Code Ann. §§ 10-1-390 to 10-1-407; Haw. Rev. Stat. §§ 480-1 to 480-24; Idaho Code Ann. §§ 48-601 to 48-619; 815 Ill. Comp. Stat. 505/1 to 505/12; Ind. Code §§ 24-5-0.5-0.1 to 24-5-0.5-12; Iowa Code §§ 714.16 to 714.16A; Kan. Stat. Ann. §§ 50-623 to 50-679a; La. Rev. Stat. Ann. §§ 51:1401 to 51:1427; Me. Rev. Stat. Ann. tit. 5, §§ 205A to 214; Md. Code Ann., Com. Law §§ 13-101 to 13-501 (West); Mass. Gen. Laws Ann. ch. 93A, §§ 1 to 11; Mich. Comp. Laws §§ 445.901 to 445.922; Mo. Rev. Stat. §§ 407.010 to 407.1500; Neb. Rev. Stat. §§ 59-1601 to 59-1623 and §§ 87-301 to 87-306; Nev. Rev. Stat. §§ 598.0903 to 598.0999; N.M. Stat. §§ 57-12-1 to 57-12-26; N.C. Gen. Stat. §§ 75-1.1 to 75-16.2, § 75-41; N.D. Cent. Code §§ 51-15-01 to 51-15-11; Ohio Rev. Code Ann. §§ 1345.01 to 1345.13 (West); Or. Rev. Stat. §§ 646.605 to 646.656; 73 Pa. Stat. Ann. §§ 201-1 to 201-9.3 (West); R.I. Gen. Laws §§ 6-13.1-1 to 6-13.1-29; Tenn. Code Ann. §§ 47-18-101 to 47-18-130; Tex. Bus. & Com. Code Ann. §§ 17.41 to 17.63 (West); Vt. Stat. Ann. tit. 9, §§ 2451 to 2481x; Wis. Stat. §§ 100.18(1), (2), (9) & (11), 100.195, 100.20 , 100.313, 100.52, 100.54, 100.545 & 100.55.

character, and general reputation of consumers; (iii) it is important for the CRAs to exercise their grave responsibilities with fairness, impartiality, and a respect for consumers' right to privacy; and (iv) the FCRA requires the CRAs to adopt reasonable procedures for meeting the needs of commerce for consumer credit, personnel, insurance, and other information in a manner which is fair and equitable to the consumer, with regard to the confidentiality, accuracy, relevancy, and proper utilization of such information in accordance with the requirements of the FCRA.

**D.** The States, acting through an Executive Committee, initiated a multistate investigation into certain segments of the credit reporting industry to examine concerns and disputes presented by consumers to the States regarding various credit reporting issues, including concerns that the CRAs do not maintain reasonable procedures to assure maximum possible accuracy of consumer reports or credit reports, do not maintain reasonable procedures to conduct reasonable reinvestigations of consumer disputes, engage in improper disclosure or marketing practices relating to the sale of direct-to-consumer products to consumers during credit report dispute phone calls, and do not maintain reasonable procedures designed to prevent the reappearance in consumer reports or credit reports of information that is deleted or suppressed from display in such consumer reports or credit reports pursuant to a reinvestigation.

**E.** The CRAs fully cooperated in the States' investigation. Specifically, the States issued subpoenas to each of the CRAs, and the CRAs produced a substantial volume

of documents and information in response. The States and the CRAs also met on multiple occasions to discuss the issues raised in the States' investigation.

**F.** The CRAs deny wrongdoing of any kind and assert that they have fully complied with all federal and state laws that govern their credit reporting activities, have not violated the FCRA or any other applicable state or federal law, and have voluntarily agreed to undertake the substantive actions set forth in Section IV(E)-(H) of this Settlement, although the CRAs contend these actions are not required under the FCRA or other applicable legal standards.

## II. DEFINITIONS

For purposes of this Settlement, the CRAs and the States adopt the definitions set forth in the FCRA, 15 U.S.C. § 1681a, as that provision shall be modified or amended in the future. In addition, the following terms not defined in the FCRA but used herein shall have the following meanings for purposes of this Settlement only.

**A.** "ACDV" shall mean Automated Credit Dispute Verification, an automated dispute form that is initiated by a CRA on behalf of a consumer and routed to the appropriate furnisher for review and update or verification.

**B.** "Affiliate" shall mean an entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, any of the CRAs.

**C.** "AUD" shall mean Automated Universal Data, an automated form used for out-of-cycle credit history updates that is initiated by the furnisher.

**D.** "Completion Date" shall mean three (3) years and ninety (90) days following the Effective Date.

**E.** "CRA" shall mean, in their individual and separate capacities, Equifax Information Services LLC, Experian Information Solutions, Inc., and TransUnion LLC, each a party to this Assurance and a consumer reporting agency that compiles and maintains files on consumers on a nationwide basis, as set forth in the FCRA, 15 U.S.C. § 1681a(p).

**F.** "CRAs" shall mean, collectively, Equifax Information Services LLC, Experian Information Solutions, Inc., and TransUnion LLC, in their capacities as consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, as set forth in the FCRA, 15 U.S.C. § 1681a(p). Any reference to "the CRAs" in this Assurance shall require that each CRA individually take the required action set forth in the Assurance.

**G.** "e-OSCAR" shall mean the Online Solution for Complete and Accurate Reporting, a browser-based system for conveying consumer disputes to furnishers and for furnishers to convey the results of their reinvestigations to the CRAs, designed in part in furtherance of compliance with the FCRA, 15 U.S.C. § 1681i(a)(5)(D).

**H.** "Effective Date" shall mean the date on which this Settlement is signed and fully executed by all parties hereto.

I. "Executive Committee" shall mean the Attorneys General and their staff representing the States of Georgia, Idaho, Illinois, Maine, Nevada, North Carolina, Ohio, Oregon, and Pennsylvania.

J. "Implementation Schedule" shall mean the timeframe for implementation of the substantive terms of this Settlement, as further set forth in Section III of this Settlement.

K. "Original Creditor" shall mean the name of the original credit grantor as reflected in the K1 Segment in Metro 2 and shall be construed consistent with the Credit Reporting Resource Guide.

L. "Supporting Dispute Documentation" shall mean a document submitted by a consumer who has initiated a dispute, other than a document created by the consumer or the consumer's own statement of dispute, that has some objective indication that a party with direct involvement or authority regarding the disputed item of information in the consumer's file has played a role in creating the document.

M. All other terms defined elsewhere in this Settlement are so defined, and shall have such meanings as set forth where defined, for purposes of this Settlement only, including the following terms: Assurance; Attorneys General; Collection Furnishers; Confirmed Mixed File; Creditor Classification Codes; Death Notice; Disputed Deceased Indicator; State and States; Settlement; and Working Group.

## III. IMPLEMENTATION SCHEDULE

Within ninety (90) days of the Effective Date, each of the CRAs shall provide the States' Executive Committee with an Implementation Schedule that shall set forth the expected schedule for implementation of each of the substantive policies, practices, and procedures set forth in Section IV(E)-(H) of this Settlement. To the extent there are any differences between the descriptions of the substantive policies, practices, and procedures set forth in Section IV(E)-(H) of this Settlement and those set forth in the Implementation Schedule, the provisions of Section IV(E)-(H) of this Settlement shall control.

The Implementation Schedule shall set forth three phases of implementation, including scheduled dates by which each phase will be completed, as follows:

**A.** **Phase 1**: Each of the CRAs shall complete the tasks in Phase 1 within six (6) months of the Effective Date.

**B.** **Phase 2**: Each of the CRAs shall complete the tasks in Phase 2 within eighteen (18) months of the Effective Date.

**C.** **Phase 3**: Each of the CRAs shall complete the tasks in Phase 3 by the Completion Date.

Unless otherwise noted in the Implementation Schedule, the policies, practices, and procedures set forth in Section IV(E)-(H) of this Settlement shall all be implemented no later than the Completion Date. A CRA shall provide reasonable notice to the States if the CRA, in good faith, needs to make any significant modifications or other significant changes to the scheduled dates established in the Implementation Schedule. Significant modifications or other

significant changes to the scheduled dates established in the Implementation Schedule may be made with the consent of the Executive Committee, which consent shall not be unreasonably withheld.

## IV. POLICIES, PRACTICES, AND PROCEDURES

**A.** The CRAs shall comply with such State, Federal, and/or local laws, rules and regulations as now constituted or as may hereafter be amended which are applicable to the CRAs, including but not limited to the FCRA and the State Consumer Protection laws cited in footnote 3 of this Settlement.

**B.** The CRAs shall comply with section 607(b) of the FCRA, 15 U.S.C. § 1681e(b), a copy of which is attached as Exhibit A, by following reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom a consumer report relates whenever the CRAs prepare a consumer report.

**C.** The CRAs shall comply with section 611 of the FCRA, 15 U.S.C. § 1681i, a copy of which is attached as Exhibit B, including by:

*1.* Completing reasonable reinvestigations of consumer disputes within thirty (30) days or, if the CRA receives information from the consumer during that thirty (30) day period that is relevant to the reinvestigation, within forty-five (45) days, unless the CRA reasonably determines that the consumer dispute is frivolous or irrelevant, including by reason of a failure by a consumer to provide sufficient information to investigate the disputed information;

2. Providing, before the expiration of five (5) business-days beginning on the date on which the CRA receives notice of a dispute from any consumer, notification of the dispute to any person who provided any item of information in dispute, at the address and in the manner established with the person. The notice shall include all relevant information regarding the dispute that CRA has received from the consumer;

3. After completing a reasonable reinvestigation of any information disputed by a consumer in which the item of information is found to be inaccurate or incomplete or cannot be verified:

   a. Promptly deleting that item of information from the consumer's file or modifying that item of information, as appropriate, based on the results of the reinvestigation; and

   b. Promptly notifying the furnisher of that information that the information has been modified or deleted from the consumer's file;

4. Notifying a consumer that the CRA has terminated its reinvestigation of a consumer dispute, not later than five (5) business days after making such a determination, when the CRA terminates a reinvestigation as frivolous or irrelevant;

5. Maintaining reasonable procedures designed to prevent the reappearance in a consumer's file, and in consumer reports on the consumer, of information that is

deleted pursuant to a reinvestigation (other than information that is reinserted in accordance with section 611(a)(5)(B) of the FCRA, 15 U.S.C. § 1681i(a)(5)(B));

6. Providing written notice to a consumer of the results of a reinvestigation not later than five (5) business days after the completion of the reinvestigation; and

7. Not reinserting any information that is deleted from a consumer's file pursuant to a reasonable reinvestigation unless the person who furnishes the information certifies that the information is complete and accurate, in which case the CRA shall notify the consumer of the reinsertion not later than five (5) business days after the reinsertion, and provide to the consumer in writing the contact information of the furnisher connected with the reinsertion and a notice that the consumer has the right to add a statement to the consumer's file disputing the accuracy or completeness of the disputed information.

**D.** In addition, pursuant to the Implementation Schedule, each of the CRAs shall undertake the specific actions set forth in Section IV(E)-(H) below, which are intended to: (i) expand on the FCRA's mandate to follow reasonable procedures to assure maximum possible accuracy of data maintained within the CRAs' respective credit reporting databases; (ii) set additional standards for the data reporting practices of furnishers that will further enhance and improve the quality of data reported to the CRAs; (iii) enhance consumers' experiences with the CRAs when disputing items on their credit reports; (iv) enhance and clarify communications to consumers regarding direct-to-consumer products; (v) improve consumer education on best practices for

communicating with and engaging the credit reporting industry—including the CRAs and furnishers—so that consumers better understand the important role they play in fostering accurate credit reporting; and (vi) enhance the mechanisms through which the CRAs monitor furnishers to improve the quality of data received from furnishers, and more easily identify data reporting and dispute response trends.

## E. Data Accuracy and Quality

### 1. *Reporting of Collection Data*

a. The CRAs shall continue to require collection agencies or debt purchasers ("Collection Furnishers") to furnish the name of the Original Creditor and the Metro 2 creditor classification codes (the "Creditor Classification Codes"). The CRAs shall revise training materials and adopt policies and procedures to notify and instruct Collection Furnishers that the name of the Original Creditor and the use of Creditor Classification Codes are mandatory reporting requirements, and the CRAs shall reject data that is not provided with the name of the Original Creditor and the Creditor Classification Codes after a point in time to be determined by the CRAs following reasonable notice to the Collection Furnishers, as set forth in the Implementation Schedule.

b. The CRAs shall implement a process designed to effectively identify Collection Furnishers who misreport or misuse the Creditor Classification Codes on a recurring basis, such as, for example, by using a default value. The CRAs shall take corrective action against Collection Furnishers identified pursuant to this provision.

c. The CRAs shall prohibit Collection Furnishers from reporting debt that did not arise from any contract or agreement to pay (including, but not limited to, certain fines, tickets, and other assessments).

d. The CRAs shall implement a process designed to effectively remove from the CRAs' respective credit reporting databases any existing data reported by Collection Furnishers relating to the collection of debt that did not arise from a contract or agreement to pay. Such efforts may include, but are not limited to, sharing best practices for key words and screening procedures designed to identify debt that did not arise from any contract or agreement to pay.

e. The CRAs shall require Collection Furnishers to regularly reconcile data relating to accounts in collection that have not been paid in full. This regular reconciliation will be accomplished, in part, by periodic removal or suppression of all collection accounts that have not been updated by the Collection Furnisher within the last six months. In addition, the CRAs shall revise training materials and instruct new and existing Collection Furnishers on accurately reporting and deleting accounts that are sold, transferred, or no longer managed by the reporting entity.

***2. Retire Metro 1 Reporting Format***

Not later than ninety (90) days following the Effective Date, the CRAs shall announce the full retirement of the Metro 1 data reporting format. Thereafter, at the end of a reasonable notice period that provides furnishers with sufficient time to undertake all

steps necessary to migrate to the Metro 2 data reporting format, the CRAs shall no longer accept any data from furnishers utilizing the Metro 1 data reporting format.

### *3. Medical Collections*

a. To allow appropriate time for insurance remediation and clarity on what a consumer's individual payment obligation is for a medical account, the CRAs shall prevent the reporting and display of medical debt identified and furnished by Collection Furnishers when the date of the first delinquency is less than one hundred and eighty (180) days prior to the date that the account is reported to the CRAs.

b. The CRAs shall instruct Collection Furnishers on the use of the Metro 2 special comment codes of "BP" for debt identified as "paid by insurance" and "AB" for debt identified as "being paid through insurance" and instruct Collection Furnishers to remove or suppress medical accounts reported as "paid by insurance" or "being paid through insurance" if such accounts were in fact paid in full by the consumer's insurance carrier and were not the obligation of the consumer.

c. The CRAs shall implement a process designed to effectively remove or suppress known medical collections furnished by Collection Furnishers from files within the CRAs' respective credit reporting databases when such debt is reported either as having been paid in full by insurance or as being paid through insurance.

4. ***Authorized User Accounts***

a. The CRAs shall prohibit furnishers from reporting authorized users without a date of birth (using month and year) on new accounts opened after the date set forth in the Implementation Schedule and reject data that does not comply with this requirement.

b. The CRAs shall inform furnishers of the mandatory reporting requirement relating to additions of authorized users on newly opened accounts and to reject such data that is not provided with a date of birth (using month and year).

5. ***Minimum Identification Elements on Trade and Collection Data***

To expand the CRAs' capabilities to match new credit data to the file of the appropriate consumer, the Working Group that shall be created pursuant to Section IV(H) of this Settlement shall establish minimum standards for the types of indicative information that furnishers of newly opened trade and collection data shall report to the CRAs in order for the CRAs to accept their data. In establishing these standards, the Working Group shall share and analyze data to help identify trends in furnisher reporting and/or consumer disputes that relate to the lack of a particular type of indicative information in order to determine key issues with particular groups of furnishers or reporting practices.

6. ***Accuracy of Public Record Data***

To expand the maximum possible accuracy of public record data, the Working Group shall establish standards regarding the collection of public record data. In

establishing these standards, the Working Group shall consider: (i) the particular practices of the ultimate data source (e.g., the specific courthouse), including how the public record information is filed and its availability and accessibility; and (ii) whether information relating to the satisfaction of judgments and/or other updates is available on a reasonably timely basis from a given public record data source.

## F. Consumer Experience

### *1. Initiating a Dispute*

a. Regardless of whether a dispute is initiated online, by phone, or by mail, the CRAs shall not refuse to accept the disputes solely because the consumer (i) has not recently received a credit report or file disclosure from the CRA, or (ii) does not have or has not supplied an identification number associated with a credit report or file disclosure from the CRA.

b. The CRAs shall eliminate any policies or practices that require a consumer to obtain, or that create the impression that a consumer must obtain, a current report or identification number before disputing the completeness or accuracy of information in his or her file.

### *2. Dispute Information Sharing Among CRAs*

The CRAs shall implement an automated process to share with each other the following dispute outcomes for certain consumer disputes processed outside of e-OSCAR.

a. Deceased Indicators

The CRAs shall implement an automated process to share relevant information about consumers who dispute as inaccurate a tradeline for which the furnisher reports a deceased indicator ("Disputed Deceased Indicator") and for which a CRA has investigated and determined to cease reporting such Disputed Deceased Indicator. The CRAs shall develop and share best practices for identifying and preventing inaccurate reporting of Disputed Deceased Indicators, which shall include, but are not limited to, the following actions.

i. Upon the receipt of any shared Disputed Deceased Indicator, the receiving CRAs shall: investigate whether the Disputed Deceased Indicator is associated with the affected consumer in the CRA's credit database; take reasonable steps to avoid reporting any Disputed Deceased Indicator deemed inaccurate; and take other appropriate action to prevent the Disputed Deceased Indicator deemed inaccurate from reappearing on the affected consumer's credit report, including reporting the inaccurate Disputed Deceased Indicator to the furnisher.

ii. The CRAs shall revise training materials and instruct new and existing furnishers on Metro 2 reporting standards for reporting deceased indicators, such that furnishers: consistently and accurately report deceased indicators only at the consumer level, and not at the account

level; and verify documentation that confirms a consumer's death before reporting deceased indicators to the CRAs.

iii. The CRAs shall analyze the CRAs' shared data on Disputed Deceased Indicators to identify trends in consumer disputes with respect to deceased indicators and to determine whether other appropriate actions should be taken to further increase the maximum possible accuracy of tradelines reported as deceased.

b. Death Notices

The CRAs shall implement an automated process to share relevant information about consumers on whom a CRA has received appropriate proof of death, including, but not limited to, death certificates and letters testamentary (each a qualifying "Death Notice") from the consumer's executor, personal representative, or other authorized person representing the consumer's estate. The CRAs shall develop and share best practices for sharing Death Notices among the CRAs, which shall include, but are not limited to, the following actions.

i. Upon receipt of any shared Death Notice, regardless of whether or not the CRAs received the Death Notice independently, the receiving CRAs shall update the credit file of the affected consumer as if the CRAs had received the Death Notice directly from the consumer's executor, personal representative, or other authorized person representing the consumer's estate.

ii. As part of the consumer education enhancements in Section IV(F)(3) of this Settlement, the CRAs shall update their respective websites and cooperate in the creation and approval of educational material to be included on AnnualCreditReport.com advising consumers and their executors, personal representatives, and other authorized persons representing their estates on what documents constitute a valid documentation of death and that Death Notices shall be shared among the CRAs.

iii. The CRAs shall create a common statement to be included in their written communications to persons submitting Death Notices to inform them that the relevant information about consumers identified as deceased shall be shared among the CRAs.

c. Mixed File Information

The CRAs shall implement an automated process to share relevant information about consumers who dispute information contained in their credit reports when a CRA confirms that a consumer's credit file information was mixed with that of another identified consumer (hereafter referred to as a "Confirmed Mixed File"). The CRAs shall develop and share best practices for sharing Confirmed Mixed File information among the CRAs, which shall include, but are not limited to, the following actions.

i. Upon receipt of notice of a Confirmed Mixed File from another CRA, the receiving CRAs shall: conduct a reasonable investigation into whether the disputed information is associated with the affected consumer in the CRA's credit database; and take reasonable steps to avoid reporting any indicative information or tradelines deemed inaccurate because they belong to another identified consumer.

ii. The CRAs shall analyze their shared data on Confirmed Mixed File information and other data concerning the manner of reporting tradelines and indicative information to determine other appropriate actions, if any, that should be taken to reduce the incidence of Confirmed Mixed Files.

iii. The CRAs shall develop guidelines and procedures for communicating with consumers about mixed files and create educational content about mixed files generally, as part of the consumer education enhancements in Sections IV(F)(3) and IV(F)(7)(e) of this Settlement.

3. ***Enhancing AnnualCreditReport.com.***

a. Link to Each CRA's Consumer Dispute Website

i. Subject to regulatory approval under the Credit Card Responsibility Accountability and Disclosure Act of 2009 and accompanying regulation, the CRAs shall enhance the consumer experience on AnnualCreditReport.com to include clear and noticeable hyperlinks directly to each CRA's respective online dispute website and instructions

for consumers on how to initiate a dispute at each of those websites regarding information disclosed in consumers' credit reports. The CRAs shall request the regulatory approval necessary under this provision within ninety (90) days of the Effective Date.

ii. The CRAs shall ensure that the landing website pages corresponding to the hyperlinks on AnnualCreditReport.com and corresponding to each CRA's online dispute portal are free from any advertising, marketing offers, or other solicitations.

b. Enhanced Consumer Educational Content

The CRAs shall update their respective websites and cooperate in the approval and inclusion of consistent educational material on AnnualCreditReport.com to improve consumers' understanding of their credit reports, the consumer dispute process and the types of helpful documentation that should be included with the consumer's dispute, and consumers' roles in helping to promote the goal of assuring maximum possible accuracy in consumer credit reporting. In addition, the CRAs shall enhance consumer education, which shall include, but is not limited to, taking the following actions.

i. The CRAs shall review and enhance consumer educational content related to fraud, identity theft, security freezes, data breaches, submission of Death Notices, consumer disputes of credit report information (including,

but not limited to, Disputed Deceased Indicators), and options for consumers who are dissatisfied with the reinvestigation results.

ii. The CRAs shall work with each other to evaluate consumer dispute analytics to determine whether other issues and credit reporting topics are appropriate to develop educational content for inclusion on AnnualCreditReport.com and on the CRAs' respective websites.

iii. The CRAs shall provide links on the CRAs' respective website that direct consumers to educational material on AnnualCreditReport.com.

iv. The CRAs shall cooperate in the approval and inclusion of consistent educational material on AnnualCreditReport.com regarding: (a) how to file a dispute; (b) the types of Supporting Dispute Documentation most likely to aid the resolution of a consumer's dispute; and (c) how to provide Supporting Dispute Documentation to the CRAs.

4. ***Improving Notifications to Consumers on Reinvestigation Results***

a. Following a CRA's reinvestigation of a consumer dispute, the CRA shall provide consumers a notice that contains standardized elements regarding the nature of the reinvestigation and post-dispute options for the consumer, which notice shall supplement, and not supplant, any notices the CRAs are currently required by law to provide consumers. Such standardized elements shall include, but are not limited to, an explanation of:

i. the actions taken by the CRA regarding the consumer's dispute, including, if applicable, contact information for any furnisher involved in responding to the dispute, a description of the role played by the furnisher in the reinvestigation process, and an explanation of the furnisher's certification of compliance that governs the furnisher's investigative obligations;

ii. the results of the consumer's dispute, including, if applicable, the specific modification or deletion of information that was made to the consumer's file following the reinvestigation; and

iii. the consumer's options if he or she is dissatisfied with the reinvestigation results, which shall include submitting documents in support of the dispute, adding a consumer statement to his or her credit file, filing a dispute with the relevant furnishers, and submitting a complaint against the CRA and/or the relevant furnishers through the Consumer Financial Protection Bureau complaint portal and the consumer's state attorney general.

b. No less than semi-annually, the CRAs shall evaluate consumer dispute analytics to determine whether additional standardized communications to consumers are warranted that would further benefit consumers and improve their satisfaction with dispute outcomes.

5. ***Additional Free Annual Credit Report to Consumers Following Reinvestigation***

The CRAs shall implement a process by which consumers who initiate a dispute of information contained in their free annual credit report disclosure are granted the ability to request one additional free annual credit report disclosure—as authorized by the FCRA, 15 U.S.C. § 1681j(a)—during the twelve-month period following a change to the consumer's file as requested by the consumer in the dispute. This additional free annual credit report disclosure shall be in addition to and shall not diminish any other right of a consumer to request and obtain a free credit report disclosure from any of the CRAs.

6. ***Enhancing e-OSCAR Furnisher Certifications and Terms of Use***

a. The CRAs shall review and update the terms of use agreed to by furnishers using e-OSCAR, as well as the ACDV and AUD certifications made by furnishers through e-OSCAR, in order to: (i) emphasize compliance with furnishers' obligations under the FCRA; (ii) reinforce furnishers' obligations to review and consider images of documents submitted by consumers as part of the furnishers' reinvestigations of consumer disputes; and (iii) incorporate recent regulatory guidance directed at furnishers' responsibilities for handling and investigating consumer disputes.

b. No less than semi-annually, the CRAs shall analyze data on consumer disputes that is available in e-OSCAR to determine whether other actions, if any, should be taken to enhance the e-OSCAR system and furnishers' conduct in processing automated consumer disputes.

7. ***Escalated Dispute Handling***

a. The CRAs shall implement a process to identify and process disputes that qualify for escalated handling. The processes implemented shall not discourage call center personnel or those handling written disputes from escalating disputes or provide the call center personnel or those handling written disputes with incentives to avoid escalation.

b. Subject to Section IV(F)(7)(d) below, the types of complaints that shall qualify for escalated handling include mixed files, fraud, and identity theft. This escalated handling shall include the dispute being assigned to representatives from specialized groups with substantial experience processing these types of disputes, who will process the consumer's dispute through completion and review all relevant information in the consumer's credit file to facilitate a reinvestigation of all items disputed by the consumer and may involve direct communication with the furnisher(s) involved in reporting the tradelines at issue. The Working Group that shall be created pursuant to Section IV(H) of this Settlement shall evaluate consumer dispute analytics to determine whether other types of consumer disputes warrant escalated handling. In addition, the Working Group shall facilitate the sharing among the CRAs of best practices relating to escalated handling.

c. As part of the semi-annual reports regarding the activities of the Working Group that each CRA shall provide to the States' Executive Committee, see

infra Section V, the CRAs shall include, once they become available pursuant to the Implementation Schedule: (i) the number of disputes that qualified for escalated handling, broken down by type of dispute; and (ii) statistics showing the manner in which each disputed tradeline that qualified for escalated handling was resolved.

d. Notwithstanding any of the foregoing, the escalated dispute handling procedures detailed in this Section IV(F)(7) shall apply only with respect to disputes initiated with the CRAs pursuant to direct consumer contacts as provided in the FCRA, 15 U.S.C. § 1681i(a), and the CRAs shall not be required to employ the escalated dispute handling procedures with respect to disputes initiated by credit repair firms or disputes that the CRAs reasonably determine to be frivolous or irrelevant pursuant to 15 U.S.C § 1681i(a)(3).

e. The CRAs shall update their respective websites and cooperate in the approval and inclusion of educational material to be posted on AnnualCreditReport.com that provides information and instruction to consumers who may have disputes regarding their credit reports which qualify for escalated handling.

*8. Review of Supporting Dispute Documentation Submitted by Consumers*

a. Subject to Section IV(F)(8)(b) below, each CRA shall utilize a process designed to assure that during a CRA's reinvestigation of a dispute of any item of information contained in a consumer's file, if a consumer submits

Supporting Dispute Documentation and the CRA does not otherwise modify the information in the manner requested by the consumer, the Supporting Dispute Documentation shall be reviewed by an agent of the CRA with discretion to make a determination whether to make the change requested by the consumer on the basis of the Supporting Dispute Documentation.

b. Notwithstanding any of the foregoing, the Supporting Dispute Documentation review procedures detailed in this Section IV(F)(8) shall apply only with respect to the disputes initiated with the CRAs pursuant to direct consumer contacts as provided in the FCRA, 15 U.S.C. § 1681i(a), and the CRAs shall not be required to employ the Supporting Dispute Documentation review procedures with respect to disputes initiated by credit repair firms or disputes that the CRAs reasonably determine to be frivolous or irrelevant pursuant to 15 U.S.C § 1681i(a)(3).

*9.* ***Dispute Documents***

The CRAs shall not only continue to provide notice of a consumer dispute to a furnisher, in accordance with the FCRA, 15 U.S.C. § 1681i, but shall also continue to include with the notice all relevant information, including all relevant documentation, provided by the consumer to the CRAs.

**G. <u>Marketing of Direct-to-Consumer Products to Disputing Consumers</u>**

*1.* For consumers who contact a CRA regarding a dispute, the CRA and its Affiliates involved in direct-to-consumer products shall refrain from marketing products

and/or services to consumers before the dispute portion of the telephone call has ended. If, after the dispute portion of the telephone call has ended, the CRA and its Affiliates offer direct-to-consumer products to the consumer, they shall inform such consumers that the purchase of such products is not a precondition in any way for: (a) disputing any information and/or tradeline on their credit report; or (b) exercising any other consumer rights under the FCRA or applicable state laws. The CRA shall adopt training and compliance policies and procedures related to this provision. Failure by an Affiliate involved in direct-to-consumer products to comply with this provision shall result in the CRA taking appropriate action against that Affiliate.

*2.* The CRAs shall adopt a script for use in post-dispute marketing phone calls that communicates to consumers in clear and comprehensible language when the dispute portion of a telephone call ends and when the marketing of products or services begins. For purposes of this Section IV(G), "products" and "services" do not include security freezes, or any products or services that a consumer affirmatively requests.

*3.* During a post-dispute marketing phone call, the CRAs shall communicate disclosures to consumers regarding direct-to-consumer products, which are not contradictory or inconsistent with any other information presented, and which shall provide: (i) information disclosing the pricing structure; (ii) information about the nature of the products purchased; (iii) the fact that, if true, by accepting

the offer the consumer is agreeing to make a purchase unless the consumer cancels before the trial period expires; and (iv) cancellation rights and/or automatic renewal terms for membership products.

## H. Furnisher Monitoring

### *1. Working Group*

To enhance their respective capabilities for monitoring furnishers, the CRAs shall develop the National Credit Reporting Working Group (the "Working Group"), which shall: (i) catalogue and share best practices for monitoring furnishers; (ii) identify and establish data quality metrics; and (iii) share and compare information and reports among the CRAs to identify further actionable data quality and accuracy initiatives.

### *2. Composition of the Working Group*

The Working Group shall be comprised of internal data experts from each CRA who are knowledgeable about their respective systems, policies, and procedures relating to furnishers and data acquisition. As appropriate, individuals from each CRA with expertise in the consumer dispute process, data quality, matching logic, and other facets of the CRAs' operations will participate in Working Group meetings. Counsel for a CRA may also participate in Working Group meetings.

### *3. Frequency of Working Group Meetings*

The Working Group shall conduct its first meeting during the first calendar quarter following the Effective Date and shall continue to meet quarterly for a period of three (3) calendar years after the Effective Date. Working Group meetings shall be

conducted in person or via teleconference or video conference, but at least one meeting per year shall take place in person.

### *4. Functions of the Working Group*

a. Coordinate and Review Furnisher Analytics and Metrics

The Working Group shall coordinate the development and review of reports and metrics that analyze key data related to furnishers, including but not limited to, on an industry basis (e.g., collections, student loans), on a time-series basis by industry (i.e., a trending analysis that examines data over an extended time period), and/or in the form of benchmarking reports. These reports and metrics may include, but are not limited to, the following topics and purposes:

i. Reports and trends focused on data furnished to the CRAs, including analyses of the accounts receivable data regularly furnished to each CRA (i.e., tradelines), and reports and metrics that focus on rates of consumer complaints, furnisher disputes and responses, and dispute outcomes;

ii. Reports and metrics focused on furnisher reporting by industry, including analyses of the frequency and timeliness of reporting, reports that evidence the proper use of Metro 2 codes, reports on data rejection rates and reasons for rejecting data submitted by a furnisher, and reports on other similar statistical data; and

iii. Benchmarking reports based on factors such as industry, portfolio type, and/or portfolio size, in order to compare the data and trends identified in

the reports described above to further review the quality of the data furnished to the CRAs.

b. Identify Data Accuracy Best Practices

The Working Group shall discuss each CRA's policies and practices pertaining to data accuracy and furnishers in order to identify potential best practices. The Working Group's discussions may include, but not be limited to, topics such as: minimum identification elements on newly opened trade and collection data (see supra Section IV(E)(5)); uniform standards regarding the collection of public record data (see supra Section IV(E)(6)); additional types of consumer disputes that warrant escalated handling, such as certain repeat consumer disputes not previously determined to be irrelevant or frivolous (see supra Section IV(F)(7)); furnisher credentialing and onboarding; data intake procedures; data hygiene tools and procedures; furnisher monitoring techniques; reports and trending analysis tools; policies designed to address fraud and data accuracy risk; credit reporting issues for vulnerable demographics such as foster care youth, seniors, and military personnel; and other policies and procedures designed to enhance data quality. The Working Group shall identify potential best practices and policies designed to lead to more effective furnisher monitoring and/or enhanced data quality and accuracy, which may include communicating with furnishers regarding relevant reports and metrics of the Working Group.

5. ***Corrective Action Against Certain Furnishers***

a. Each CRA shall implement policies to monitor the performance of individual furnishers and categories of furnishers based on the recommendations of the Working Group and/or the CRA's own initiative.

b. Utilizing the metrics established by the Working Group, each CRA shall take corrective action, when reasonably necessary, with respect to a furnisher that fails to comply with its obligations regarding data furnishing and reinvestigating consumer disputes. Such corrective action generally shall be left to the discretion of the CRA to allow for appropriate remediation to correct any identified problems with information provided by the furnisher, up to and including refusing to accept information, or certain types of information, from a furnisher until the identified problems have been remedied. Reasonably necessary corrective action may include working with a furnisher to remediate the root cause of the problem when the furnisher initially fails to meet certain benchmarks established by the Working Group, suppressing certain of the furnisher's data during the remediation process, issuing warnings to furnishers who continue to fail to meet certain benchmarks despite being retrained by the CRAs with respect to the identified problem, and refusing to accept certain information from furnishers that habitually fail to remediate identified problems or are thought to be flouting

their statutory and contractual obligations based on the Working Group's metrics.

### 6. *Reports on Furnisher Monitoring*

As part of the semi-annual reports regarding the activities of the Working Group that each CRA shall provide to the States' Executive Committee, see infra Section V, the CRAs shall include, once they become available pursuant to the Implementation Schedule: (i) information and/or statistics concerning the furnisher dispute metrics that the Working Group shall establish; and (ii) a description of any material corrective action taken against a furnisher based upon the furnisher dispute metrics, which description shall set forth the overall number of furnishers for which a CRA took material corrective action, the industry groups for the furnishers and the number of furnishers within such industry groups, and a general description of the types of material corrective action taken by the CRA. The CRAs shall compile and retain records of furnishers evaluated under the standards developed under Section IV(H)(5) above as well as any material corrective action taken against furnishers pursuant to such standards. The CRAs shall provide or make available records and reports of furnishers evaluated and material corrective action taken to a State upon request.

## V. REPORTING AND COMMUNICATING WITH THE STATES

Each CRA shall provide the following communications to the States:

- beginning six (6) months from the Effective Date, semi-annual updates to the States' Executive Committee concerning the implementation of this Settlement and the

requirements contained herein, except that the final such update shall occur eighteen (18) months following the Completion Date; and

- beginning six (6) months from the Effective Date, semi-annual updates to the States' Executive Committee concerning: (i) implementation of any parameters or best practices as determined by the Working Group; (ii) statistics regarding the escalated dispute handling procedures detailed in Section IV(F)(7) of this Settlement, once they become available pursuant to the Implementation Schedule; and (iii) reports on furnisher monitoring as detailed in Section IV(H)(6), once they become available pursuant to the Implementation Schedule; except that the final such update shall occur eighteen (18) months following the Completion Date.

The semi-annual updates to the States' Executive Committee required under this Section V shall constitute "Confidential" information and, to the extent permitted by applicable law, be subject to the same procedures as other confidential material produced to the States in connection with the States' investigation. To the extent permitted by applicable law, the States and the CRAs acknowledge that the semi-annual updates shall constitute confidential, proprietary, and trade secret material of the CRAs and shall be exempted from any applicable state freedom of information laws due to their content and their production in connection with the States' investigation.

To ensure that consumer complaints brought to the attention of any of the States are handled promptly, the parties agree on the following protocol. The CRAs shall each designate a department or group within their respective companies to assist the States in addressing

consumer complaints. Each CRA shall provide the States with direct contact information for its designated department or group, including at least one telephone number and at least one e-mail address. Each CRA's designated department or group shall then ensure that the CRA responds promptly to the complaint and shall remain a point of contact for the States for any subsequent inquiries related to the complaint.

## VI. APPLICATION

The States and the CRAs acknowledge and agree that: (i) the CRAs do not comprise the entire credit reporting industry; (ii) the CRAs cannot require the rest of the industry to adopt and adhere to this Settlement; and (iii) nothing in this Settlement is intended to modify any of the requirements of or the defenses under the FCRA or other applicable federal, state, or local laws.

## VII. NO ADMISSION OF LIABILITY

The CRAs expressly deny any violation of and liability arising from any state, federal, or local law, and further expressly deny that any current or prior practice of any CRA (whether in the areas of data accuracy, data quality, furnisher oversight, dispute handling, consumer education, marketing of direct-to-consumer products, or otherwise) is or was deficient in any respect. Nothing contained in this Settlement shall be construed as an admission or concession of liability and/or fact by the CRAs, or create any third-party beneficiary rights or give rise to or support any right of action in favor of any consumer or group of consumers, or confer upon any person other than the parties hereto any rights or remedies. By entering into this Settlement, the CRAs do not intend to create any legal or voluntary standard of care and expressly deny that any practices, policies, or procedures inconsistent with those set forth in this Settlement violate any

applicable legal standard. Further, the parties do not intend that this Settlement be relied upon in any manner by any party in any civil, criminal, or administrative proceeding before any court, administrative agency, arbitration, or other tribunal as an admission, concession, or evidence that any CRA has violated any federal, state, or local law, or that any CRA's current or prior practices (whether in the areas of data accuracy, data quality, furnisher oversight, dispute handling, consumer education, marketing of direct-to-consumer products, or otherwise) is or was not in accordance with any federal, state, or local law.

## VIII. CHANGE IN LAW

In the event there is any change in law, whether legislative, regulatory, judicial, or otherwise, that would make compliance with or implementation of any aspect of this Settlement unlawful or create a conflict where the CRAs believe, in good faith, that they cannot comply with both the settlement term(s) and the changed law, the CRAs shall not be required to comply with or implement any such aspect of this Settlement. The CRAs shall provide notice to the States, as soon as the CRAs determine that any aspect of the Settlement is unlawful or creates a conflict, outlining in detail why the CRAs, in good faith, believe compliance with or implementation of any aspect of this Settlement has become unlawful or that a conflict exists where the CRAs cannot comply with both the settlement term(s) and the changed law.

## IX. ENFORCEMENT

This Settlement, for all necessary purposes, shall be considered a formal, binding agreement on the parties hereto, which may be enforced only by the parties hereto in any court of competent jurisdiction. Any violation of this Settlement may result in a State seeking all

available relief to enforce this Settlement, including injunctive relief, damages, and any other relief provided by federal law, the laws of the State, or authorized by a court of competent jurisdiction.

Notwithstanding the foregoing, in the event a State determines that any CRA, or any CRA's Affiliate, where applicable, has failed to comply with any of the terms of this Settlement and that such failure to comply does not threaten the health or safety of the State's citizens, the State shall not initiate any action or proceeding pursuant to this Section without first providing written notice to the designated person or department at the CRA of such failure to comply. The CRA shall then have twenty (20) business days from receipt of such written notice to provide a written response to the State. However, nothing herein shall be construed to limit the authority of any State to protect the State's or its citizens' interests or to prevent the State from agreeing to provide the CRA with additional time beyond the twenty (20) business day period to respond to the State's written notice.

The CRAs shall not be deemed in breach of this Settlement based on any failure by a furnisher or other third party to abide by the initiatives set forth in Section IV(E)-(H) of this Settlement, despite the CRAs' having taking reasonably necessary corrective action against that furnisher or third party. In addition, no CRA shall be held in breach of this Settlement based solely on another CRA's breach of the terms of this Settlement.

Except as set forth in Section XI, nothing contained in this Settlement shall be deemed to waive, restrict, or limit any of the State's rights to enforce any federal or state law applicable to the CRAs, and nothing in this Settlement shall be construed as relieving the CRAs or any of their

Affiliates of their obligations to comply with all applicable federal and state laws, regulations, and/or rules. The acceptance of this Settlement by the States shall not be deemed as the States' approval of any of the CRAs' business practices, policies, or procedures.

## X. PAYMENT TO THE STATES

Within thirty (30) days after the Effective Date, the CRAs shall collectively pay the total amount of six million dollars ($6,000,000) to the States. At the sole discretion of each Attorney General, the payment shall be used for reimbursement of attorneys' fees and/or investigative costs; used for future public protection purposes; placed in or applied to the consumer protection enforcement fund, consumer education, litigation, or local consumer aid fund or revolving fund, or similar fund by whatever name; or used for other consumer protection purposes permitted by state or local statutes, rules, or regulations. The States and the CRAs acknowledge that the payment described herein is not a fine, civil penalty, or forfeiture.

## XI. RELEASE

By execution of this Settlement and following a full and complete payment to the States, each of the Attorneys General releases and forever discharges to the fullest extent of the law the CRAs and each of their Affiliates from the following: all civil claims, causes of action, administrative actions, damages, restitution, fines, costs, and penalties that each of the Attorneys General could have asserted against the CRAs prior to the Effective Date, based on the allegations described in Section I(D) of this Settlement, under the FCRA, the Dodd-Frank Act, each of the States' consumer protection laws relating to unfair and deceptive business acts and practices noted in footnote 3 of this Settlement, or any other federal or state consumer protection

law that each of the Attorneys General is empowered to enforce (collectively, the "Released Claims").

## XII. GENERAL PROVISIONS

### A. Notices

Any and all notices, requests, consents, directives, or communications sent to the CRAs or the States pursuant to this Settlement shall be sent by a nationally recognized overnight courier service to the named person (or such other person who may be designated by the relevant party from time to time) at the following addresses:

For Equifax Information Services LLC:

John J. Kelley III, Esq.
Chief Legal Officer
Equifax Information Services LLC
1550 Peachtree Street, N.W.
Atlanta, GA 30309

For Experian Information Solutions, Inc.:

Darryl Gibson, Esq.
Group General Counsel
Experian Information Solutions, Inc.
475 Anton Blvd.
Costa Mesa, CA 92626

For TransUnion LLC:

John Blenke, Esq.
EVP and General Counsel
TransUnion LLC
555 W. Adams St.
Chicago, IL 60661

For the States:

Teresa Heffernan
Jeff Loeser
Michael Ziegler
Assistant Attorneys General
Ohio Attorney General – Office of Consumer Protection
30 E. Broad St., 14th Floor
Columbus, OH 43215

**B.** By agreeing to this Assurance, the CRAs reaffirm and attest to the material truthfulness and accuracy of all of the information provided by the CRAs to the States prior to entry of this Assurance. The States' agreement to this Assurance is expressly premised upon the material truthfulness and accuracy of the information provided by the CRAs to the States throughout the course of the investigation of this matter, which information was relied upon by the States in negotiating and agreeing to the terms and conditions of this Assurance.

**C.** The CRAs shall not participate, directly or indirectly, in any activity, or form a separate corporation or entity as a nationwide credit reporting agency for the purpose of engaging in acts or practices in whole or in part, within the State, that are prohibited by this Assurance or for any other purpose that would otherwise circumvent any part of this Assurance.

**D.** The CRAs believe this Settlement fairly and adequately protects the interests of consumers in accepting the terms of this Settlement and that the obligations imposed by this Settlement represent the most fair and most efficient method for the CRAs to resolve the matters raised in the States' investigation.

**E.** Acceptance of this Assurance by the States shall not be deemed approval by the States of any of the acts or practices of the CRAs described in this Assurance. Further, neither

the CRAs nor anyone acting on their behalves shall state or imply or cause to be stated or implied that the States, or any other governmental unit, has approved, sanctioned, or authorized any of the CRAs' acts or practices.

**F.** Nothing in this Assurance is intended to create any private rights, cause of action, third party rights, or remedies for any individual or entity against any of the CRAs or their subsidiaries, nor does anything in this Assurance waive or limit any private right of action.

**G.** This Assurance contains the entire agreement between the parties. In the event that any term, provision, or section of this Assurance is determined to be illegal or unenforceable, subject to consultation with all the parties to this Assurance such determination shall have no effect on the remaining terms, provisions, and sections of this Assurance which shall continue in full force and effect.

**H.** To the extent any CRA requires to amend this Settlement in a manner that would not affect any other CRA's rights or obligations hereunder, and the States consent to such amendment, this Settlement may be so amended by an instrument in writing signed on behalf of the States and the affected CRA only, which amendment shall apply only to the signatories thereto.

**I.** The titles and headers in each section of this Assurance are used for convenience purposes only and are not intended to lend meaning to the actual terms and conditions of this Assurance.

**J.** This Assurance shall not be construed against the "drafter" because all parties participated in the drafting of this Assurance.

**K.** This Assurance may be executed in counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts may be delivered by facsimile or electronic transmission, or a copy thereof, with the intent that it or they shall constitute an original counterpart hereof.

**L.** Nothing in this Assurance shall be construed as relieving the CRAs of their obligations to comply with all applicable state and federal laws, regulations or rules.

**M.** Notwithstanding anything in Section IX or elsewhere in this Assurance, a State shall not file this Assurance in any court unless the law of the State allows it to do so.

**N.** The CRAs each agree to provide the Commonwealth of Pennsylvania Office of Attorney Genera Bureau of Consumer Protection with authorizations, documents and instruments required to effectuate the filing of this Assurance.

**O.** Each CRA certifies that the signatory officer listed below is authorized by the respective CRA to enter into this Assurance on behalf of the respective CRA and that his or her signature on this document binds the CRA to all terms herein.

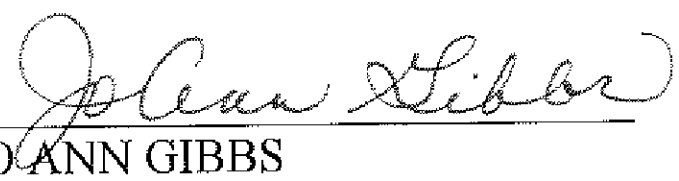
**In the Matter of:**
***Equifax Information Services LLC,***
***Experian Information Solutions, Inc., and***
***TransUnion LLC***

**Assurance of Voluntary Compliance / Assurance of Discontinuance**

Dated: May 20, 2015

SUBMITTED BY:

ADAM PAUL LAXALT
Attorney General

By: 

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Chief Multistate Counsel
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10791 W. Twain Avenue, Suite 100
Las Vegas, Nevada 89135
702-486-3789
Attorneys for Plaintiff, State of Nevada

**In the Matter of:**
***Equifax Information Services LLC,***
***Experian Information Solutions, Inc., and***
***TransUnion LLC***

**Assurance of Voluntary Compliance / Assurance of Discontinuance**

Dated: ~~April~~ May 12, 2015

EQUIFAX INFORMATION SERVICES LLC

By: _____
SIRAN S. FAULDERS
ASHLEY L. TAYLOR, JR.
Troutman Sanders LLP
Counsel for Equifax

By: _____
JOHN J. KELLEY III
Chief Legal Officer

**In the Matter of:**
***Equifax Information Services LLC,***
***Experian Information Solutions, Inc., and***
***TransUnion LLC***

**Assurance of Voluntary Compliance / Assurance of Discontinuance**

Dated: May 14, 2015

EXPERIAN INFORMATION SOLUTIONS, INC.

By: _____
DANIEL J. MCLOON
Jones Day
Counsel for Experian

By: _____
DARRYL GIBSON
Group General Counsel

In the Matter of:
*Equifax Information Services LLC,*
*Experian Information Solutions, Inc., and*
*TransUnion LLC*

Assurance of Voluntary Compliance / Assurance of Discontinuance

Dated: May 11, 2015

TRANSUNION LLC

By: _____
CLAUDE G. SZYFER
Stroock & Stroock & Lavan LLP
Counsel for TransUnion

By: _____
JOHN BLENKE
EVP and General Counsel

**In the Matter of:**
***Equifax Information Services LLC,***
***Experian Information Solutions, Inc., and***
***TransUnion LLC***

**Assurance of Voluntary Compliance / Assurance of Discontinuance**

Dated: May 11, 2015

TRANSUNION LLC

By: _____
CLAUDE G. SZYFER
Stroock & Stroock & Lavan LLP
Counsel for TransUnion

By: _____
JOHN BUENKE
EVP and General Counsel

**In the Matter of:**
***Equifax Information Services LLC,***
***Experian Information Solutions, Inc., and***
***TransUnion LLC***

**Assurance of Voluntary Compliance / Assurance of Discontinuance**

Dated: May 14, 2015

By: _____

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5 Park Plaza
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Attorney for Equifax Information Services LLC, Experian Information Solutions, Inc. and TransUnion LLC

# EXHIBIT "A"

EXHIBIT "A"

## Exhibit A

### Fair Credit Reporting Act § 607(b), 15 U.S. Code § 1681e
### Compliance procedures

(b) Accuracy of report

Whenever a consumer reporting agency prepares a consumer report it shall follow reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom the report relates.

# EXHIBIT "B"

EXHIBIT "B"

**Exhibit B**

**Fair Credit Reporting Act § 611, 15 U.S. Code § 1681i**
**Procedure in case of disputed accuracy**

**(a) Reinvestigations of disputed information**

**(1) Reinvestigation required**

**(A) In general**

Subject to subsection (f) of this section, if the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly, or indirectly through a reseller, of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the 30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer or reseller.

**(B) Extension of period to reinvestigate**

Except as provided in subparagraph (C), the 30-day period described in subparagraph (A) may be extended for not more than 15 additional days if the consumer reporting agency receives information from the consumer during that 30-day period that is relevant to the reinvestigation.

**(C) Limitations on extension of period to reinvestigate**

Subparagraph (B) shall not apply to any reinvestigation in which, during the 30-day period described in subparagraph (A), the information that is the subject of the reinvestigation is found to be inaccurate or incomplete or the consumer reporting agency determines that the information cannot be verified.

**(2) Prompt notice of dispute to furnisher of information**

**(A) In general**

Before the expiration of the 5-business-day period beginning on the date on which a consumer reporting agency receives notice of a dispute from any consumer or a reseller in accordance with paragraph (1), the agency shall provide notification of the dispute to any person who provided any item of information in dispute, at the address and in the manner established with the person. The notice shall include all relevant information regarding the dispute that the agency has received from the consumer or reseller.

**(B) Provision of other information**

The consumer reporting agency shall promptly provide to the person who provided the information in dispute all relevant information regarding the dispute that is received by the agency from the consumer or the reseller after the period

referred to in subparagraph (A) and before the end of the period referred to in paragraph (1)(A).

**(3) Determination that dispute is frivolous or irrelevant**

**(A) In general**

Notwithstanding paragraph (1), a consumer reporting agency may terminate a reinvestigation of information disputed by a consumer under that paragraph if the agency reasonably determines that the dispute by the consumer is frivolous or irrelevant, including by reason of a failure by a consumer to provide sufficient information to investigate the disputed information.

**(B) Notice of determination**

Upon making any determination in accordance with subparagraph (A) that a dispute is frivolous or irrelevant, a consumer reporting agency shall notify the consumer of such determination not later than 5 business days after making such determination, by mail or, if authorized by the consumer for that purpose, by any other means available to the agency.

**(C) Contents of notice**

A notice under subparagraph (B) shall include—

**(i)** the reasons for the determination under subparagraph (A); and

**(ii)** identification of any information required to investigate the disputed information, which may consist of a standardized form describing the general nature of such information.

**(4) Consideration of consumer information**

In conducting any reinvestigation under paragraph (1) with respect to disputed information in the file of any consumer, the consumer reporting agency shall review and consider all relevant information submitted by the consumer in the period described in paragraph (1)(A) with respect to such disputed information.

**(5) Treatment of inaccurate or unverifiable information**

**(A) In general**

If, after any reinvestigation under paragraph (1) of any information disputed by a consumer, an item of the information is found to be inaccurate or incomplete or cannot be verified, the consumer reporting agency shall—

**(i)** promptly delete that item of information from the file of the consumer, or modify that item of information, as appropriate, based on the results of the reinvestigation; and

**(ii)** promptly notify the furnisher of that information that the information has been modified or deleted from the file of the consumer.

**(B) Requirements relating to reinsertion of previously deleted material**

**(i)** Certification of accuracy of information If any information is deleted from a consumer's file pursuant to subparagraph (A), the information may not be reinserted in the file by the consumer reporting agency unless the person who furnishes the information certifies that the information is complete and accurate.

**(ii)** Notice to consumer If any information that has been deleted from a consumer's file pursuant to subparagraph (A) is reinserted in the file, the consumer reporting agency shall notify the consumer of the reinsertion in writing not later than 5 business days after the reinsertion or, if authorized by the consumer for that purpose, by any other means available to the agency.

**(iii)** Additional information As part of, or in addition to, the notice under clause (ii), a consumer reporting agency shall provide to a consumer in writing not later than 5 business days after the date of the reinsertion—

**(I)** a statement that the disputed information has been reinserted;

**(II)** the business name and address of any furnisher of information contacted and the telephone number of such furnisher, if reasonably available, or of any furnisher of information that contacted the consumer reporting agency, in connection with the reinsertion of such information; and

**(III)** a notice that the consumer has the right to add a statement to the consumer's file disputing the accuracy or completeness of the disputed information.

**(C) Procedures to prevent reappearance**
A consumer reporting agency shall maintain reasonable procedures designed to prevent the reappearance in a consumer's file, and in consumer reports on the consumer, of information that is deleted pursuant to this paragraph (other than information that is reinserted in accordance with subparagraph (B)(i)).

**(D) Automated reinvestigation system**
Any consumer reporting agency that compiles and maintains files on consumers on a nationwide basis shall implement an automated system through which furnishers of information to that consumer reporting agency may report the results of a reinvestigation that finds incomplete or inaccurate information in a consumer's file to other such consumer reporting agencies.

**(6) Notice of results of reinvestigation**
**(A) In general**

A consumer reporting agency shall provide written notice to a consumer of the results of a reinvestigation under this subsection not later than 5 business days after the completion of the reinvestigation, by mail or, if authorized by the consumer for that purpose, by other means available to the agency.

**(B) Contents**
As part of, or in addition to, the notice under subparagraph (A), a consumer reporting agency shall provide to a consumer in writing before the expiration of the 5-day period referred to in subparagraph (A)—

**(i)** a statement that the reinvestigation is completed;

**(ii)** a consumer report that is based upon the consumer's file as that file is revised as a result of the reinvestigation;

**(iii)** a notice that, if requested by the consumer, a description of the procedure used to determine the accuracy and completeness of the information shall be provided to the consumer by the agency, including the business name and address of any furnisher of information contacted in connection with such information and the telephone number of such furnisher, if reasonably available;

**(iv)** a notice that the consumer has the right to add a statement to the consumer's file disputing the accuracy or completeness of the information; and

**(v)** a notice that the consumer has the right to request under subsection (d) of this section that the consumer reporting agency furnish notifications under that subsection.

**(7) Description of reinvestigation procedure**
A consumer reporting agency shall provide to a consumer a description referred to in paragraph (6)(B)(iii) by not later than 15 days after receiving a request from the consumer for that description.

**(8) Expedited dispute resolution**
If a dispute regarding an item of information in a consumer's file at a consumer reporting agency is resolved in accordance with paragraph (5)(A) by the deletion of the disputed information by not later than 3 business days after the date on which the agency receives notice of the dispute from the consumer in accordance with paragraph (1)(A), then the agency shall not be required to comply with paragraphs (2), (6), and (7) with respect to that dispute if the agency—

**(A)** provides prompt notice of the deletion to the consumer by telephone;

**(B)** includes in that notice, or in a written notice that accompanies a confirmation and consumer report provided in accordance with subparagraph (C), a statement of the consumer's right to request under subsection (d) of this section that the agency furnish notifications under that subsection; and

**(C)** provides written confirmation of the deletion and a copy of a consumer report on the consumer that is based on the consumer's file after the deletion, not later than 5 business days after making the deletion.

**(b) Statement of dispute**
If the reinvestigation does not resolve the dispute, the consumer may file a brief statement setting forth the nature of the dispute. The consumer reporting agency may limit such statements to not more than one hundred words if it provides the consumer with assistance in writing a clear summary of the dispute.

**(c) Notification of consumer dispute in subsequent consumer reports**
Whenever a statement of a dispute is filed, unless there is reasonable grounds to believe that it is frivolous or irrelevant, the consumer reporting agency shall, in any subsequent consumer report containing the information in question, clearly note that it is disputed by the consumer and provide either the consumer's statement or a clear and accurate codification or summary thereof.

**(d) Notification of deletion of disputed information**
Following any deletion of information which is found to be inaccurate or whose accuracy can no longer be verified or any notation as to disputed information, the consumer reporting agency shall, at the request of the consumer, furnish notification that the item has been deleted or the statement, codification or summary pursuant to subsection (b) or (c) of this section to any person specifically designated by the consumer who has within two years prior thereto received a consumer report for employment purposes, or within six months prior thereto received a consumer report for any other purpose, which contained the deleted or disputed information.

**(e) Treatment of complaints and report to Congress**

**(1) In general**
The Commission shall—

**(A)** compile all complaints that it receives that a file of a consumer that is maintained by a consumer reporting agency described in section 1681a(p) of this title contains incomplete or inaccurate information, with respect to which, the consumer appears to have disputed the completeness or accuracy with the consumer reporting agency or otherwise utilized the procedures provided by subsection (a) of this section; and

**(B)** transmit each such complaint to each consumer reporting agency involved.

**(2) Exclusion**

Complaints received or obtained by the Bureau pursuant to its investigative authority under the Consumer Financial Protection Act of 2010 shall not be subject to paragraph (1).

**(3) Agency responsibilities**
Each consumer reporting agency described in section 1681a(p) of this title that receives a complaint transmitted by the Bureau pursuant to paragraph (1) shall—

**(A)** review each such complaint to determine whether all legal obligations imposed on the consumer reporting agency under this subchapter (including any obligation imposed by an applicable court or administrative order) have been met with respect to the subject matter of the complaint;

**(B)** provide reports on a regular basis to the Bureau regarding the determinations of and actions taken by the consumer reporting agency, if any, in connection with its review of such complaints; and

**(C)** maintain, for a reasonable time period, records regarding the disposition of each such complaint that is sufficient to demonstrate compliance with this subsection.

**(4) Rulemaking authority**
The Commission may prescribe regulations, as appropriate to implement this subsection.

**(5) Annual report**
The Commission shall submit to the Committee on Banking, Housing, and Urban Affairs of the Senate and the Committee on Financial Services of the House of Representatives an annual report regarding information gathered by the Bureau under this subsection.

**(f) Reinvestigation requirement applicable to resellers**

**(1) Exemption from general reinvestigation requirement**
Except as provided in paragraph (2), a reseller shall be exempt from the requirements of this section.

**(2) Action required upon receiving notice of a dispute**
If a reseller receives a notice from a consumer of a dispute concerning the completeness or accuracy of any item of information contained in a consumer report on such consumer produced by the reseller, the reseller shall, within 5 business days of receiving the notice, and free of charge—

**(A)** determine whether the item of information is incomplete or inaccurate as a result of an act or omission of the reseller; and

**(B)** if—

**(i)** the reseller determines that the item of information is incomplete or inaccurate as a result of an act or omission of the reseller, not later than 20 days after receiving the notice, correct the information in the consumer report or delete it; or

**(ii)** if the reseller determines that the item of information is not incomplete or inaccurate as a result of an act or omission of the reseller, convey the notice of the dispute, together with all relevant information provided by the consumer, to each consumer reporting agency that provided the reseller with the information that is the subject of the dispute, using an address or a notification mechanism specified by the consumer reporting agency for such notices.

**(3) Responsibility of consumer reporting agency to notify consumer through reseller**
Upon the completion of a reinvestigation under this section of a dispute concerning the completeness or accuracy of any information in the file of a consumer by a consumer reporting agency that received notice of the dispute from a reseller under paragraph (2)—

**(A)** the notice by the consumer reporting agency under paragraph (6), (7), or (8) of subsection (a) of this section shall be provided to the reseller in lieu of the consumer; and

**(B)** the reseller shall immediately reconvey such notice to the consumer, including any notice of a deletion by telephone in the manner required under paragraph (8)(A).

**(4) Reseller reinvestigations**
No provision of this subsection shall be construed as prohibiting a reseller from conducting a reinvestigation of a consumer dispute directly.