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RESOLUTION OF THE COURT'S CONCERNS AND IMPROVEMENTS TO THE SETTLEMENT

ITEMS SUBJECT TO OBJECTION: ORIGINAL STIPULATION	CONCERNS VOICED BY COURT	RESOLUTION UNDER MODIFIED STIPULATION
<p>The Equifax "fix" (which also would have been adopted by Transunion) allowed the credit reporting agencies to continue to reference the bankruptcy of third parties on consumers' credit reports with the notation, "account included in bankruptcy."</p>	<p>"The adequacy of the fix proposed by Equifax... has not been established." "[The] evidence [is] inadequate as to how one of the alternative solutions... would be implemented and the degree to which it would benefit class members over current procedures"</p>	<p>The continued notation of the "bankruptcy of another" on consumers' credit reports is expressly disallowed. This provides a uniform and permanent fix to the manner in which all three credit reporting agencies conduct business. This will avoid a problem in which creditors, particularly those with automated credit report scanning procedures, would deny credit or provide less consumer-friendly credit based upon the mere appearance of the word "bankruptcy" in a credit report."</p>

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No litigation of any future claim valued at less than \$75,000; arbitration of such claims was mandatory.		Litigation is an option for any future claims; arbitration may be selected at the class member's option for claims valued under \$75,000.
Emotional damages may not be pursued for claims valued as less than \$75,000.		Consumers may pursue a claim for emotional damages in litigation.
Arbitrator was chosen by Defendants.	"[T]he single arbitrator is to be selected by the Defendant."	The arbitrator now is selected by AAA.
Fees for arbitration were not addressed.	"unclear as to... who would pay fees, and whether the class member would have the assistance of counsel"	Arbitration costs will be borne by the credit reporting agency, and class members' attorneys' fees are recoverable up to \$12,000.
Discovery for arbitrating consumer only at discretion of arbitrator		Arbitrating class members have a right to receive the credit reporting agency's pertinent documents.

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For \$500 option, the claims process was too onerous and did not permit the use of an adverse action letter as proof.	"difficulties of proof"; "consumers may have difficulty obtaining a 'credit report'"	The claims form is based only on the consumer's personal knowledge with permitted use of adverse action letter as proof (if the action letter is specific).
For \$500 option, the means for class members to provide notice was not specified; there was no simplified access.		Class members may provide notice to the credit reporting agency by facsimile, email, telephone, and/or mail.
For \$500 option, the claim form is in "legalese" with vague references to other settlement documents.		The "legalese" and cross-references have been removed; the claim form has been clarified with plain English.
Class Counsel's receipt of a \$7.5 million advance on attorneys' fees created a conflict of interest between Class Counsel and the Class.	"The court directed that the attorneys' fees previously advanced to Class Counsel... be returned to Defendants"	The advance of attorneys' fees was returned by Class Counsel, and the modified stipulation does not permit an advance of fees.