

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA

**If your financial institution issued one or more payment cards identified as having been at risk as a result of the data breach that Equifax announced in 2017, it could get a payment from a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- A settlement has been proposed to resolve lawsuits against Equifax Inc. and Equifax Information Services LLC (“Equifax”) brought by financial institutions and associations as a result of a third-party criminal cyberattack on Equifax, which was announced by the company in 2017 and affected payment cards belonging to approximately 209,000 consumers (the “Data Breach”).
- The lawsuits, referred to collectively as the “Financial Institution Track” in *In re: Equifax, Inc. Customer Data Security Breach Litigation*, Case No. 1:17-md-2800-TWT (N.D. Ga.), assert claims on behalf of a class of financial institutions related to the Data Breach and Equifax’s data security practices. These claims include alleged negligence, negligence per se, violations of various state unfair and deceptive trade practices statutes, and seek injunctive and declaratory relief. Equifax denies these allegations, any wrongdoing, and that it is liable in any amount to the financial institutions.
- Under the Settlement, Equifax will pay, on a claims-made basis, up to \$5.5 million into an escrow account out of which the Settlement Administrator will make payments to Settlement Class Members who timely submit valid claims. Two types of claims may be made: “Fixed Payment Claims” and “Documented Out-of-Pocket Claims.” A Settlement Class Member may make one or both types of Claims. The different types of Claims are explained later in this notice.
- In addition, Equifax has agreed to adopt and/or maintain certain practices related to its data security and to pay separately the costs of notice, settlement administration, and, if approved by the Court, up to \$2 million in fees and \$250,000 in costs and expenses to attorneys for the Settlement Class. In addition, if approved by the Court, Equifax will pay service awards of \$1,500 to each class representative.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b>	If eligible, your financial institution will receive a cash payment. This is the only way to get compensation from the Settlement.
<b>EXCLUDE YOUR FINANCIAL INSTITUTION</b>	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Equifax for the same claims. This is the only option that leaves your financial institution the right to file its own lawsuit against Equifax and/or Defendants’ Released Persons (defined in the Settlement Agreement) for the claims that are being resolved by the Settlement. In order to be effective, a request to be excluded from the Settlement must include all information required by the Settlement.
<b>OBJECT</b>	Your financial institution can remain in the Settlement Class and file an objection telling the Court why you do not like the Settlement. If your objections are overruled, your financial institution will be bound by the Settlement.
<b>DO NOTHING</b>	If you do nothing, you will not receive any cash payment. If you do nothing, you will also forfeit your right to sue or bring any claim against Equifax and/or Defendants’ Released Persons related to the Data Breach.

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

Questions? Call 1-855-968-4292 toll free, or visit [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com)

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## BASIC INFORMATION

### 1. Why did my financial institution get this notice package?

Your financial institution may have issued payment cards identified in one of the alerts (or a similar document) sent out by Visa, MasterCard, American Express, or Discover related to the Data Breach.

The Court authorized this notice because you have a right to know about your financial institution’s rights under a proposed class action settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a settlement administrator appointed by the Court will make the cash payments that the Settlement allows.

This package explains the lawsuits, the Settlement, your financial institution's rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of Georgia, and the case is known as the "Financial Institution Track" in *In re: Equifax, Inc. Customer Data Security Breach Litigation*, Case No. 1:17-md-2800-TWT (N.D. Ga.). The financial institutions and associations who sued are called "Plaintiffs," and the companies they sued, Equifax Inc. and Equifax Information Services LLC, are the "Defendants."

## 2. What is this lawsuit about?

The lawsuits referred to collectively as the "Financial Institution Track" in *In re: Equifax, Inc. Customer Data Security Breach Litigation*, Case No. 1:17-md-2800-TWT (N.D. Ga.), are related to the Data Breach and assert claims against Equifax for alleged negligence, negligence per se, violations of various state unfair and deceptive trade practices statutes, and injunctive and declaratory relief. The financial institutions seek to recover damages in the lawsuits for the expense of payment card reissuance, amounts paid to cover fraudulent payment card charges, and other costs allegedly incurred as a result of the Data Breach. Equifax denies the allegations, any wrongdoing, and that it is liable in any amount to the financial institutions. The Court has not decided whether Equifax has any legal liability.

## 3. Why is this a class action?

In a class action, one or more entities called "class representatives" sue on behalf of themselves and other entities with similar claims. All of these entities together are the "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the settlement class.

## 4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Equifax. Instead, both sides agreed to the Settlement. The Settlement is not an admission that Equifax did something wrong, but rather a compromise to end the lawsuits. By agreeing to settle, both sides avoid the costs, risks, and uncertainties of a trial and related appeals, while providing benefits to members of the Settlement Class. The Settlement Class Representatives and the attorneys for the Settlement Class think the Settlement is best for all class members.

# WHO IS PART OF THE SETTLEMENT

## 5. How does a financial institution know if it is part of the settlement?

Your financial institution is a member of the Settlement Class and affected by the Settlement if:

- It is a financial institution in the United States (including its Territories and the District of Columbia); and
- It issued one or more "Alerted On Payment Card," which includes any payment card (including debit and credit cards) that was identified as having been at risk as a result of the Data Breach in the following alerts or similar documents issued by Visa, MasterCard, Discover, or American Express: (i) in an alert in the MasterCard series ADC 004129-US-17 (e.g., ADC 004129-US-17-1, ADC 004129-US-17-2, ADC 004129-US-17-3); (ii) in an alert in the Visa series US-2017-0448-PA (e.g., US-2017-0448a-PA, US-2017-0448b-PA, US-2017-0448c-PA); (iii) in alert American Express Incident Number C1709012512; and (iv) in a similar notice issued by Discover, the recipients of which were identified by Discover in discovery in the Action.

Specifically *excluded* from the Settlement Class are the Court, and any immediate family members of the Court; directors, officers, and employees of Defendants; parents, subsidiaries, and any entity in which Defendants have a controlling interest; and financial institutions who timely and validly request exclusion from the Settlement Class.

## 6. Are there exceptions to being included?

If your financial institution excludes itself from the Settlement, it is no longer part of the Settlement Class and will no longer be eligible to receive any of the Settlement benefits. This process of excluding your financial institution is also referred to as "opting out" of the Settlement.

## 7. I am still not sure if my financial institution is included.

If you are still not sure whether your financial institution is included, you can ask for free help. You can call 1-855-968-4292 or visit [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com) for more information. Or you can fill out and return the Claim Form described in Question 10 to see if you qualify.

## THE SETTLEMENT BENEFITS

### 8. What does the settlement provide?

Under the Settlement, Equifax will fund, on a claims-made basis, a settlement of up to \$5.5 million for Settlement Class Members who timely submit valid claims. Two types of Claims may be made: “Fixed Payment Claims,” and “Documented Out-of-Pocket Claims.” A Settlement Class Member may make one or both types of Claims. The two types of Claims are further explained in the next section.

In addition, Equifax has agreed to adopt and/or maintain certain practices related to its data security. If approved by the Court, Equifax will pay up to \$2 million in fees and \$250,000 in costs and expenses to attorneys for the Settlement Class. In addition, if approved by the Court, Equifax will pay service awards of \$1,500 to each class representative. Costs of notice and settlement administration will also be paid by Equifax.

### 9. How much will my financial institution’s payment be?

If your financial institution issued an Alerted on Payment Card and does not “opt out” of the Settlement, it may be eligible for a payment under the Settlement. If your financial institution files a timely and valid Claim, the amount your financial institution receives will depend on the type of Claim(s) filed and other variables. The two types of Claims are described below:

- **Fixed Payment Claims:** All Settlement Class Members who submit a valid Claim are eligible to receive a cash payment of \$4.50 for each Alerted on Payment Card they issued. Class Members making these claims must identify the total number of their Alerted On Payment Cards on their Claim Form, but are not required to provide any other documentation of their losses.
- **Documented Out-of-Pocket Claims:** Settlement Class Members who submit a valid Claim for reimbursement of certain types of documented, unreimbursed out-of-pocket expenses incurred directly as a result of, and specifically associated with, the Data Breach may receive up to \$5,000 per Settlement Class Member. The amount received may be subject to pro-rata reduction as discussed below. This type of Claim must be supported with documentation. Documented Out-of-Pocket Claims can include claims for “Card-Related Fraud” and/or other types of direct, out-of-pocket expenses related to the Data Breach as described below. Claims are subject to review and approval by the court-appointed Settlement Administrator and there is no guarantee that a Documented Out-of-Pocket Claim will be approved.
  - *Reimbursement for Fraudulent Activity on Alerted on Payment Cards:* A Settlement Class Member may submit a claim for the amount of reimbursements made to its customers for fraudulent activity on Alerted on Payment Cards (“Card-Related Fraud Award”) that occurred between July 6, 2017 and December 20, 2017 and that have not previously been reimbursed to the Settlement Class Member.
    - A claim for a Card-Related Fraud Award shall be supported by documentation that demonstrates that: (1) the fraudulent activity occurred on an Alerted on Payment Card; (2) the fraudulent activity occurred between July 6, 2017 and December 20, 2017; (3) the Settlement Class Member making the claim reimbursed its customer within four months after being notified of the fraudulent activity; and (4) the fraudulent activity involved use of the type of payment card information that was stolen in the Data Breach. Satisfactory documentation may include, but is not limited to, correspondence with customers, correspondence with card brands regarding fraudulent activity on payment cards, payment card and/or bank statements, and police reports. No specific documentation shall be required, but the Settlement Administrator may reject any claims that, in the Settlement Administrator’s discretion, are not substantiated with sufficient documentary evidence or are related to transactions that would require information not compromised in the Data Breach to complete.
  - *Reimbursement for Other Direct Out-of-Pocket Expenses:* A Settlement Class Member may submit a claim for the following types of unreimbursed direct out-of-pocket expenses incurred directly as a result of, and specifically associated with, the Data Breach: (1) expenses actually incurred between May 13, 2017 and December 20, 2017 to reimburse customers for fraudulent banking activity that occurred as a direct result, and specifically because, of the Data Breach (“Non-Card Related Fraud Expense”); and (2) costs actually incurred between September 7, 2017 and December 20, 2017 for customer authentication or fraud detection services procured and/or implemented by the Settlement Class Member directly as a result of, and specifically in response to, the Data Breach (“Breach-Related Expenditures”).
    - A claim for a Non-Card Related Fraud Expense shall be supported by the following documentation which will be set forth on the Claims Form: (1) bank statements, paid invoices or other documentation showing the timing and amounts of reimbursements which are being claimed; (2) documentation showing that the reimbursements were due to the fraudulent use of the reimbursed customer’s PII of the type that was impacted in the Data Breach (i.e., name, address, birth date, Social Security Number, and/or driver’s license number) (such as a police report, investigative report, or correspondence with the customer who received the reimbursement); and (3) an attestation explaining the basis for the claimant’s assertion that the fraud for which the claimant seeks reimbursement occurred directly as a result, and specifically because, of the Data Breach, and stating that claimant has not previously been reimbursed for the expenses.

- Any claim for a Breach-Related Expenditure shall be supported by the following documentation: (1) document/s showing amounts paid for the services and reflecting when the services were first purchased; (2) a description of the services for which reimbursement is being sought (such as a brochure or other descriptive materials from the service provider); and (3) an attestation explaining that the services were purchased directly as a result, and specifically because, of the Data Breach and were not purchased in response to any other data breach, regulatory requirement, or industry best practice.

Valid **Documented Out-of-Pocket Claims** will be paid after all valid **Fixed Payment Claims** have been paid. As a result, Documented Out-of-Pocket Claims may be subject to a *pro rata* reduction if the total of all valid claims exceeds \$5.5 million. Settlement Class Members may submit one or both types of Claims, if applicable, and may submit multiple types of Documented Out-of-Pocket Claims, if applicable, but no Settlement Class Member will receive more than \$5,000 total for Documented Out-of-Pocket Claims. Expenses typically associated with cancellation and reissuance of Alerted On Cards, such as the costs of printing and mailing new cards, do not qualify as Documented Out-of-Pocket Claims. The Fixed Payment Claims provide compensation for any expenses associated with the cancellation and reissuance of payment cards.

## HOW TO GET A PAYMENT – SUBMITTING A CLAIM FORM

### 10. How can my financial institution get payment?

To qualify for a payment, you must complete and submit a valid Claim Form, which is included with this Notice. You may also get this Claim Form on the internet at [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com). All Settlement Class Members that wish to receive compensation must complete and submit a Claim Form and follow its instructions, including submitting supporting documentation as needed.

To properly complete and timely submit a Claim Form, you should read the instructions carefully, include all information required by the Claim Form, sign it, and either submit the signed Claim Form electronically through [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com) by **December 31, 2020** or mail it to the Settlement Administrator postmarked no later than **December 31, 2020** at the following address:

Equifax Data Breach Settlement  
c/o Analytics Consulting LLC, Settlement Administrator  
P.O. Box 2004  
Chanhassen, MN 55317-2004

The Settlement Administrator will review your claim to determine its validity and the amount of your financial institution's payment.

### 11. When would my financial institution get its payment?

The Court will hold a hearing on October 22, 2020 to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them takes time, perhaps more than a year. Payments to Settlement Class Members will be made after the Settlement is finally approved and any appeals or other required proceedings have been completed as set forth in the Settlement Agreement. You may visit [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com) for updates on the progress of the Settlement. Please be patient.

### 12. What is my financial institution giving up to get a payment or remain in the Settlement Class?

Unless you exclude your financial institution from the Settlement, your financial institution cannot sue, or be part of any other lawsuit against, Equifax or Defendants' Released Persons (as defined in the Settlement) relating to the Data Breach. The specific claims your financial institution is giving up against Equifax and Defendants' Released Persons are described in the Settlement Agreement. The terms of the release are described in Section 9 of the Settlement Agreement. Read it carefully. The Settlement Agreement is available at [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com).

If you have any questions, you can talk to the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

If your financial institution wants to keep its rights to sue or continue to sue Equifax based on claims this Settlement resolves, your financial institution must take steps to exclude itself from the Settlement Class (*see* Questions 13-15).

## EXCLUDING YOUR FINANCIAL INSTITUTION FROM THE SETTLEMENT

### 13. How can my financial institution opt out of the settlement?

To exclude your financial institution from the Settlement, or "opt out," you must send a letter by U.S. Mail that includes the information in the bullet points below. If you fail to include this information, the notice of exclusion will be ineffective and the Settlement Class Member will be bound by the Settlement, including all releases.

Questions? Call 1-855-968-4292 toll free, or visit [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com)



- The name of this Litigation (the “Financial Institution Track” in *In re: Equifax, Inc. Customer Data Security Breach Litigation*, Case No. 1:17-md-2800-TWT (N.D. Ga.));
- Your financial institution’s full name, address, and phone number;
- The words “Request for Exclusion” at the top of the document or a statement in the body of the document requesting exclusion from the Settlement;
- The name, address, email address, telephone number, position, and signature of the individual who is acting on behalf of the Settlement Class Member; and
- The total number of Alerted on Payment Cards issued by your financial institution.

You must mail via first class postage prepaid United States mail the completed above-described letter, postmarked no later than **September 2, 2020**, to each of the following addresses:

**Settlement Administrator**

Equifax Data Breach Settlement  
c/o Analytics Consulting LLC  
Settlement Administrator  
P.O. Box 2004  
Chanhausen, MN 55317-2004

**Settlement Class Counsel**

Joseph P. Guglielmo  
SCOTT+SCOTT ATTORNEYS  
AT LAW LLP  
230 Park Avenue, 17th Floor  
New York, NY 10169

Gary F. Lynch  
CARLSON LYNCH LLP  
1133 Penn Avenue, 5th Floor  
Pittsburgh, PA 15222

**Defense Counsel**

S. Stewart Haskins II  
KING & SPALDING LLP  
1180 Peachtree Street, N.E.  
Atlanta, GA 30309

If you ask to be excluded, your financial institution will not get any payment as part of this Settlement, and you cannot object to this Settlement. Your financial institution will not be legally bound by anything that happens in the Settlement and related proceedings. Your financial institution may be able to sue (or continue to sue) Equifax in the future. If you object to the Settlement and seek to exclude your financial institution, you will be deemed to have excluded your financial institution.

**14. If my financial institution doesn’t opt out, can it sue Equifax for the same thing later?**

No. Unless you exclude your financial institution from the Settlement, your financial institution gives up any right to sue Equifax and Defendants’ Released Persons (as defined in the Settlement Agreement) for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. Your financial institution must exclude itself from this Settlement to continue its own lawsuit. Remember, the exclusion deadline is **September 2, 2020**.

**15. If my financial institution excludes itself, can it get money from this Settlement?**

No. If you exclude your financial institution, do not send in a Claim Form asking for a payment.

**THE LAWYERS AND FINANCIAL INSTITUTIONS REPRESENTING YOU**

**16. Does my financial institution have a lawyer in the case?**

Yes. The Court appointed to represent your financial institution and other members of the Settlement Class the following law firms: Carlson Lynch, LLP, in Pittsburgh, Pennsylvania; and Scott+Scott Attorneys at Law, LLP, in New York, New York (“Class Counsel.”). You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers and financial institutions representing the Settlement Class be paid?**

Class Counsel joined with other law firms around the country to initiate the lawsuits, consolidate them into a single action, and prosecute the Financial Institutions Track on behalf of the Plaintiffs and Settlement Class Members. Class Counsel worked on a contingent basis, which means that they would receive a fee only if the lawsuits were successful. None of the lawyers has yet received any payment for their time or expenses. The lawyers intend to ask the Court to approve an award of \$2 million, to be paid separately by Equifax, as attorneys’ fees to compensate them for their time and the financial risk that they undertook. In addition, the lawyers intend to ask the Court to approve a payment of \$250,000 from Equifax to reimburse Class Counsel for their out-of-pocket costs and expenses. Equifax has agreed not to object to these requests.

The Settlement Class is represented by 21 named financial institutions (the “Settlement Class Representatives”). In addition to the benefits that the Settlement Class Representatives will receive as members of the Settlement Class — and subject to the approval of the

Court — Equifax has agreed to pay service awards of \$1,500 to each of the Settlement Class Representatives for the efforts that they have expended on behalf of the Settlement Class. The amount of the service awards approved by the Court will be paid separately by Equifax. The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed service awards to the Settlement Class Representatives at the Final Approval Hearing scheduled for October 22, 2020. Class Counsel will file an application for fees, expenses, and service awards no later than August 19, 2020. The application will be available on the Settlement Website [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com) or you can request a copy by contacting the Settlement Administrator (see Question 23).

## OBJECTING TO THE SETTLEMENT

### 18. How does my financial institution tell the Court that it does not like the Settlement?

If your financial institution is a Settlement Class Member, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you both object to the Settlement and seek to exclude your financial institution, your financial institution will be deemed to have excluded itself and your objection will be deemed null and void.

Your objection must be in writing, and must include:

- The name of this Litigation: *In re: Equifax, Inc. Customer Data Security Breach Litigation*, No. 1:17-md-2800-TWT (N.D. Ga.) (“Financial Institution Track”);
- Your financial institution’s full name, and the full name, address, email address, and telephone number of the person acting on its behalf;
- An explanation of the basis for why your financial institution is a Settlement Class Member;
- Whether the objection applies only to your financial institution, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- All grounds for the objection stated with specificity, accompanied by any legal support for the objection;
- The identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement, Class Counsel’s request for attorney’s fees, costs, and expenses, or the application for Service Awards;
- The identity of all representatives (including counsel representing the objector) who will appear at the Final Approval Hearing;
- A description of all evidence to be presented at the Final Approval Hearing in support of the objection, including a list of any witnesses, a summary of the expected testimony from each witness, and a copy of any documents or other non-oral material to be presented;
- **All other information specified in the Preliminary Approval Order** (available on the settlement website, [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com), including but not limited to information relating to any objections you or your counsel have filed in other class action litigation and any agreements that relate to your objection; and
- Your signature on the written objection.

Any objection must be either filed electronically with the Court or mailed to the Clerk of the Court, Class Counsel, and Equifax’s counsel at the addresses set forth below. The objection must be electronically filed, or if mailed postmarked, no later than **September 2, 2020**.

<b>Court</b>	<b>Settlement Class Counsel</b>	<b>Defense Counsel</b>
Clerk of the Court USDC, Northern District of Georgia Richard B. Russell Federal Bldg. 2211 United States Courthouse 75 Ted Turner Drive, SW Atlanta, GA 30303-3309	Joseph P. Guglielmo SCOTT+SCOTT ATTORNEYS AT LAW LLP 230 Park Avenue, 17th Floor New York, NY 10169  Gary F. Lynch CARLSON LYNCH LLP 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222	S. Stewart Haskins II KING & SPALDING LLP 1180 Peachtree Street, N.E. Atlanta, GA 30309

In addition, any Settlement Class Member that objects to the proposed Settlement Agreement may be required to appear for deposition regarding the grounds for its objection, and must provide along with its objection the dates when the objector will be available to be deposed during the period from when the objection is filed through the date five days before the Final Approval Hearing.

Questions? Call 1-855-968-4292 toll free, or visit [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com)

## 19. What is the difference between objecting and excluding/opting out?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the benefits provided by the Settlement or other terms of the Settlement only if your financial institution stays in the Settlement Class. Excluding your financial institution or "opting out" is telling the Court that you don't want to be included in the Settlement Class. If your financial institution excludes itself, you have no basis to object to the Settlement and related releases because the Settlement no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on October 22, 2020, at 2:00 p.m., in Courtroom 2108 before Chief United States District Judge Thomas W. Thrash, Jr. of the United States District Court for the Northern District of Georgia, Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303-3309, or at such other time, location, and venue as the Court may Order. This hearing date and time may be moved. Please refer to the settlement website, [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com) for notice of any changes.

By no later than August 19, 2020 Class Counsel shall file a motion for final approval of the Settlement and a motion for attorneys' fees, costs, and expenses and for Service Awards. Objectors, if any, shall file any response to Class Counsel's motions no later than October 5, 2020. By no later than October 5, 2020, responses shall be filed, if any, to any filings by objectors, and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses and for Service Awards shall be filed.

At the Final Approval Hearing, the Court will consider, among other things, whether the Settlement is fair, reasonable, and adequate; how much Plaintiffs' lawyers will receive as attorneys' fees and costs and expenses; and whether to approve service awards to the Settlement Class Representatives. If there are objections, the Court will consider them. The Court will listen to people at the hearing who file in advance a timely notice of their intention to appear (*see* Question 18). At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

### 21. Does my financial institution have to attend the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you submitted your objection timely and in accordance with the requirements for objecting set out of the Settlement (*see* Question 18), the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## IF YOU DO NOTHING

### 22. What happens if my financial institution does nothing at all?

If your financial institution is a Settlement Class Member and does nothing, it will remain a part of the Settlement Class but will not get any payments from the Settlement. And, unless your financial institution excludes itself, it will not be able to sue Equifax about the claims being resolved through this Settlement ever again. See the Settlement Agreement for more details about the releases

## GETTING MORE INFORMATION

### 23. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement at [www.EquifaxFIDataBreachSettlement.com](http://www.EquifaxFIDataBreachSettlement.com) or from the Settlement Administrator by calling toll-free 1-855-968-4292.

*Please do not contact the Court or Equifax with questions about the Settlement.*