LEGAL NOTICE OF CLASS ACTION SETTLEMENT

A Settlement has been reached in a class action lawsuit asserting Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq*. ("FCRA") violations against Xactus LLC, ("Xactus"), and Credit Plus LLC, ("Credit Plus"), together ("Defendants" or "Xactus"), based on the claim that Defendants failed to assure maximum possible accuracy when Credit Plus sold consumer reports to mortgage lenders which included estimated monthly payments on charged off accounts which Plaintiff asserts had not been reported by creditors but instead was calculated by Defendants. Specifically, Plaintiff Yaakov Cinner asserts that Credit Plus sold a "merged infile credit report" that included an estimated non-zero monthly payment obligation on one of Plaintiff's charged off credit accounts, although Plaintiff did not owe any monthly payment on the account because he had paid it off and two of the three major credit reporting agencies reported the account with a $0 balance. Plaintiff asserts that Credit Plus's estimation of a monthly payment on this account made it appear as if his monthly debt obligations were higher than they actually were.

Plaintiff's legal claim is that Defendants violated a federal law called the Fair Credit Reporting Act by failing to follow reasonable procedures to assure the maximum possible accuracy of the information it reported. Plaintiff alleges that Defendants acted in the same way with respect to other individuals, called the "Class." The lawsuit is known as *Cinner v. Xactus, LLC,* Civil Action No. 2:23-cv-04531-JMY (E.D. Pa.).

Defendants have denied and continue to deny Plaintiff's allegations and deny that they violated the FCRA or engaged in any wrongful acts. Nevertheless, Plaintiff and Defendants have agreed to resolve the claims of a group of consumers defined as:

> For the period beginning on November 16, 2021 and continuing through the date of the Court's Preliminary Approval Order, all natural persons with an address in the United States and its Territories about whom Credit Plus prepared and sold a Merged Infile Credit Report to a third party where the merged component of the report displayed a charged off account in R9 status with a non-$0 balance and non-$0 calculated monthly payment amount when two of the three consumer reporting agencies both reported the same account to Credit Plus with a $0 balance.

To resolve the lawsuit, Defendants have agreed to pay Two Million Four Hundred Thousand Dollars ($2,400,000) for the creation of a Settlement Fund that will be used for class member payments, administrative costs, attorneys' fees, litigation expenses, and a service award to Plaintiff. A summary of the terms of the Settlement is below – please read it carefully and note the deadlines to act. There is more detailed information about the case and Settlement following the summary.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A VALID CLAIM FORM AND RECEIVE A PAYMENT	To receive a payment from the Settlement, you will need to submit a Claim Form by **September 29, 2026.** You must submit your Claim Form at www.CinnerFCRAClassAction.com. The amount of the payments will depend on the number of claims submitted, but it is expected to be approximately $500. This estimate is based upon the typical claims rates in similar cases – the actual payment amount will depend on the actual claims rate in this case and may be lower or higher. If the Court approves the Settlement and it becomes final and effective, you can choose to receive payment electronically through the website, or a check will be mailed to the address listed on the Claim Form, and you will give up your right to bring your own lawsuit against Xactus about claims related to the reporting of a calculated payment amount for a charged off account. You may update and/or confirm your address with the Settlement Administrator at www.CinnerFCRAClassAction.com.
EXCLUDE YOURSELF FROM THE SETTLEMENT	The Court will exclude from the Class any Class Member who requests exclusion in accordance with the terms of the Settlement Agreement. If you are excluded from the Class, you will receive no benefits from the Settlement or the lawsuit. Requesting exclusion is the only option that will retain your right to bring your own lawsuit against Defendants about the claims described above. If you are not excluded from the Class, you will be bound by the judgment in the case. If you choose to request exclusion, you must do so by **September 29, 2026** and must do so by writing to the Settlement Administrator at the address below. For more information about how to exclude yourself, see www.CinnerFCRAClassAction.com.

OBJECT	You may object to any of the terms of the Settlement Agreement, including the proposed award of attorneys' fees of $800,000, the litigation expenses of up to $25,000, and/or the separate service award to the Plaintiff of $15,000. For more information on these awards, including Class Counsel's request for fees which will be available on **September 15, 2026**, see www.CinnerFCRAClassAction.com. Your deadline to object is **September 29, 2026.** You must do so by writing to the Settlement Administrator, and to the Court. For more information about how to submit an objection and what you must include, see www.CinnerFCRAClassAction.com.
GO TO A HEARING	You may speak at the Final Approval Hearing, set for **November 5, 2026** if you submit an objection by **September 29, 2026** and mail in a letter saying that you would like to appear and be heard at the hearing.

ADDITIONAL CASE DETAILS

The Court has not ruled in either party's favor. Defendants denied and continue to deny Plaintiff's allegations and deny that they violated the FCRA or engaged in any wrongful acts. A hearing is scheduled for **November 5, 2026** to decide whether to approve the Settlement and whether to approve Class Counsel's request for attorneys' fees and expenses. If you received a Notice about the Settlement, it is because you are a member of the following Settlement Class according to Xactus's records:

> For the period beginning on November 16, 2021 and continuing through the date of the Court's Preliminary Approval Order, all natural persons with an address in the United States and its Territories about whom Credit Plus prepared and sold a Merged Infile Credit Report to a third party where the merged component of the report displayed a charged off account in R9 status with a non-$0 balance and non-$0 calculated monthly payment amount when two of the three consumer reporting agencies both reported the same account to Credit Plus with a $0 balance.

Read this Notice carefully. This Notice advises you of the benefits that may be available to Settlement Class Members under the proposed Settlement and their rights and options. You may also review the full Settlement Agreement and the papers filed in support of approval of the Settlement at www.CinnerFCRAClassAction.com. These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The Court still has to decide whether or not to approve the Settlement. If it does, and any appeals are resolved, benefits will be distributed to members of the Settlement Class.

WHAT'S INCLUDED IN THIS NOTICE?

BASIC INFORMATION

1. Why is there a notice?

A court ordered that this Notice be provided because you have a right to know about the proposed Settlement of this class action lawsuit and its effect on you. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge John Milton Younge, of the United States District Court for the Eastern District of Pennsylvania, is overseeing this case, *Cinner v. Xactus, LLC*, Civil Action No. 2:23-cv-04531-JMY (E.D. Pa.). The person who sued—Yaakov Cinner—is the Plaintiff. Xactus LLC, ("Xactus") and Credit Plus, LLC ("Credit Plus") are the Defendants.

2. What is this case about?

Plaintiff Yaakov Cinner claims that Defendants failed to assure maximum possible accuracy when Credit Plus sold reports to mortgage lenders which included estimated monthly payments on charged off accounts which Plaintiff asserts had not been reported by creditors but instead was calculated by Defendants. Specifically, Plaintiff asserts that Xactus sold a "merged infile credit report" that included an estimated non-zero monthly payment obligation on one of Plaintiff's charged off credit accounts, although Plaintiff did not owe any monthly payment on the account because he had paid it off and two of the three major credit reporting agencies reported the account with a $0 balance. Plaintiff asserts that Credit Plus's estimation of a monthly payment on this account made it appear as if his monthly debt obligations were higher than they actually were.

Plaintiff asserts that Defendants' actions violated 15 U.S.C. § 1681e(b) which requires that reseller credit reporting agencies, including Defendants, use "reasonable procedures to assure maximum possible accuracy." You can review the complaint and other documents filed in this lawsuit at www.CinnerFCRAClassAction.com.

3. Why is this a class action?

In a class action lawsuit, one or more people called the "Class Representative(s)," in this case Yaakov Cinner, sue on behalf of other people who have similar claims. All the people together are called a "Class" or "Class Members." The consumer reporting agencies he sued are the Defendants in this case. One court case resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class. The Court decided that this lawsuit can proceed as a class action for purposes of settlement.

4. Why is there a Settlement?

The Court has not decided whether Defendants violated the law, nor how much money, if any, should be awarded to the Class. Instead, Plaintiff and Defendants have agreed to a Settlement.

Defendants have denied and continue to deny Plaintiff's allegations and deny that they have violated the FCRA or engaged in any wrongful acts. Nevertheless, Defendants agreed to settle the Litigation solely for the purpose of avoiding the further expense, inconvenience, and distraction of burdensome and protracted litigation and to obtain the release, order, and judgment contemplated by the Settlement.

WHO IS PART OF THE SETTLEMENT?

5. Who are the Settlement Class Members?

If you received Notice of the Settlement from a letter addressed to you, then according to Defendants' records, you are a member of the Settlement Class:

> For the period beginning on November 16, 2021 and continuing through the date of the Court's Preliminary Approval Order, all natural persons with an address in the United States and its Territories about whom Credit Plus prepared and sold a Merged Infile Credit Report to a third party where the merged component of the report displayed a charged off account in R9 status with a non-$0 balance and non-$0 calculated monthly payment amount when two of the three consumer reporting agencies both reported the same account to Credit Plus with a $0 balance.

There are approximately 28,416 members of the Settlement Class.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendants have agreed to establish a Settlement Fund of Two Million Four Hundred Thousand Dollars ($2,400,000), which will be used to make payments to Settlement Class Members. The Settlement Fund will also cover the costs of administering the Settlement, a $15,000 service award to Plaintiff Yaakov Cinner, and up to $800,000 in attorneys' fees and litigation expenses of up to $25,000.

7. How much will my payment be?

The amount of payments to Settlement Class Members will depend on how many Settlement Class Members make a claim. The amount of each payment will depend on the number of claims. Based upon historical claims rates in similar cases, payments are expected to be approximately $500, but may be higher or lower depending on the actual number of claims in this case.

8. When will I receive my payment?

If the Court approves the Settlement and it becomes final, then payments will be sent by mail to the address maintained by Defendants for each Settlement Class Member once they submit a Claim Form. Class Members can update their mailing address at www.CinnerFCRAClassAction.com. Settlement Class Members may also set up an electronic payment method through the website if preferred; otherwise, payment will be mailed via USPS as a paper check.

Payments will be sent only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* "The Final Approval Hearing" below). If there are appeals, resolving them can take time. Please be patient and check this website for updates.

9. What am I giving up if I participate in the Settlement?

If the Settlement receives Final Approval from the Court, and in exchange for the relief described in the Settlement Agreement, each Class Member will release claims under the FCRA section 1681e(b) and state and common law analogs with respect to the reporting of a calculated monthly payment amount for a charged off account.

Section 12 of the Settlement Agreement, which can be found at the case website www.CinnerFCRAClassAction.com, describes in detail the legal claims that you give up if you remain in the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I exclude myself from the Settlement?

If you don't want benefits from the Settlement, and you want to keep the right to sue Xactus or Credit Plus on your own about the claims in this case, then you must take steps to opt out of the Settlement. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlement.

To exclude yourself from the Settlement, you must submit a statement to the Settlement Administrator with the following information:

- Your full name, address, email address, and telephone number;
- A statement that you want to be excluded from the Settlement in this Action;
- The unique identifier included on the Notice you received via US Mail.

You must submit your exclusion request no later than **September 29, 2026** via email to www.CinnerFCRAClassAction.com or via mail to:

Cinner v. Xactus, LLC
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

11. If I do not exclude myself, can I sue Xactus or Credit Plus for the same thing later?

No. If you do not exclude yourself, you will give up the right to sue Xactus or Credit Plus for the claims that the Settlement resolves. You must exclude yourself from the Settlement Class if you want to pursue your own lawsuit.

12. If I exclude myself, will I receive a payment from the Settlement?

No. You will not receive a payment if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING THE ENTIRE SETTLEMENT CLASS

13. Do I have a lawyer in the case?

The Court has appointed counsel to represent you and others in the Settlement Class as "Class Counsel":

James A. Francis
John Soumilas
Lauren KW Brennan
FRANCIS MAILMAN SOUMILAS, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103

Daniel Zemel
Nicholas Linker
Zemel Law LLC
660 Broadway
Paterson, NJ 07514

Class Counsel will represent you and others in the Settlement Class. You will not be charged for these attorneys. If you want to be represented by your own lawyer, you may hire one at your own expense.

14. How will the lawyers be paid? What will the named plaintiff receive?

The attorneys representing the Settlement Class have handled this case on a contingency basis. To date, they have not been paid anything for their work since the case began on November 16, 2023. Class Counsel will request that the Court award attorneys' fees and expenses for the time and effort they have spent on this case.

The amount that will be requested by Class Counsel is $800,000 in attorneys' fees, up to $25,000 in litigation expenses, and up to $15,000 for a service award to Yaakov Cinner. More information on these awards, including Class Counsel's request for fees will be available on **September 15, 2026**, on the case website located at www.CinnerFCRAClassAction.com.

Any approved amount of attorneys' fees and expenses or service award will be paid from the Settlement Fund, and no Class Member will owe or pay anything directly for the attorneys' fees and expenses of Class Counsel.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court if I do not like the Settlement?

You can tell the Court that you do not agree with the Settlement or some part of it.

If you are a member of the Settlement Class, you can object to any part of the Settlement, the Settlement as a whole, and/or Class Counsel's request for attorneys' fees and expenses. To object, you must either submit your objection on the case docket using the CM/ECF electronic filing system, or submit a letter to the Court at the following address:

Clerk of Court
U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA
James A. Byrne U.S. Courthouse
601 Market Street
Philadelphia, PA 19106

You must also send a copy of your objection to the Settlement Administrator at:

Cinner v. Xactus, LLC
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

Your objection must be submitted on or before **September 29, 2026,** and must include:

- The name of this Action *Cinner v. Xactus, LLC*, Case No. 2:23-cv-04531-JMY;
- Your full name, address, email address and telephone number;
- A detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard;
- Any documents you wish to be considered in support of the objection;
- The identity of any lawyer representing you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement;
- Any and all agreements that relate to the objection or the process of objecting—whether written or oral—between you or your counsel and any other person or entity;
- The identity of all counsel representing you who will appear at the Final Approval Hearing;
- All relief sought;
- The number of times you have objected to a class action settlement in the past five (5) years, including the caption of each case in which you made such objection;
- Whether you intend to appear and/or testify, or counsel representing you intends to appear, at the hearing that the Court has scheduled to determine whether to grant Final Approval of the Settlement and Class Counsel's request for attorneys' fees (the "Final Approval Hearing"); and
- Your signature.

THE FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement and whether to approve Class Counsel's request for attorneys' fees and expenses. You may attend and you may ask to speak, but you don't have to do so.

The Court has scheduled a Final Approval Hearing on **November 5, 2026, at 10:00 a.m., in Courtroom 15-B of the United States District Court, Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106.** The hearing may be virtual or moved to a different date or time without additional notice, so please check www.CinnerFCRAClassAction.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider any requests by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them at the hearing. After the hearing, the Court will decide whether to approve the Settlement and the request for attorneys' fees and expenses. We do not know how long these decisions will take.

17. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you may attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submit your written objection on time and it complies with the requirements set forth in Question 15 above and in Section 8 of the Settlement Agreement, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

18. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must submit an objection that complies with the requirements set forth in Question 15 above and send a letter stating that you intend to appear and wish to be heard. Your Notice of Intention to Appear must include the following:

- Your full name, address, and telephone number;
- A statement that this is your "Notice of Intention to Appear" at the Final Approval Hearing for Settlement in *Cinner v. Xactus, LLC*, Civil Action No. 2:23-cv-04531-JMY (E.D. Pa.);
- The reasons you wish to be heard;
- Copies of any papers, exhibits, or other evidence or information that is to be presented to the Court at the Final Approval Hearing; and
- Your signature (an attorney's signature is not sufficient).

You must submit your Notice of Intention to Appear so that it is received no later than **September 29, 2026** to the addresses in Question 15 above.

IF YOU DO NOTHING

19. What happens if I do nothing at all?

If you do nothing then you will receive no payment from the Settlement Fund. To receive a payment, you must submit a Claim Form.

GETTING MORE INFORMATION

20. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can obtain the complete Settlement Agreement at www.CinnerFCRAClassAction.com. You also may write with questions to the Settlement Administrator via email to questions@CinnerFCRAClassAction.com or via mail at:

Cinner v. Xactus, LLC
c/o Settlement Administrator
P.O. Box 16
West Point, PA 19486

Please do not contact Xactus, Credit Plus, or the Court for information related to this Settlement.