

EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

YAAKOV CINER, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

XACTUS, LLC, and CREDIT PLUS, LLC,
individually and as successor in interest to
CREDIT PLUS, INC.

Defendants.

No. 2:23-cv-4531-JMY

**ORDER PRELIMINARILY APPROVING SETTLEMENT
AND DIRECTING NOTICE TO CLASS**

Plaintiff has moved for preliminary approval of the Class Settlement Agreement and Release (“Settlement Agreement”) attached to his motion and for an Order directing notice to the proposed Class. The Court, having reviewed the Settlement Agreement, hereby Orders that:

1. The Court has considered the proposed settlement of the claims asserted by a Settlement Class defined as follows:

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.

2. The Settlement Agreement entered between the parties as of May 22, 2026 appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. The terms of the Settlement Agreement are incorporated fully into this Order by reference.

3. Accordingly, for settlement purposes only, the Court hereby finds that it is likely to certify the Settlement Class identified above pursuant to Federal Rule of Civil Procedure 23(b)(3).

The Court finds that this Settlement Class meets the prerequisites of Rule 23(a) and the requirements of Rule 23(b)(3) as follows:

(a) The class is sufficiently numerous. The parties agree that the Settlement Class includes approximately 28,416 people. These numbers exceed the numerosity required under Rule 23(a)(1).

(b) There are questions of law and fact common to the class for purposes of Rule 23(a)(2). These include legal questions regarding the interpretation of the Fair Credit Reporting Act and factual questions pertaining to Defendants' practices for reporting information.

(c) The named class representative's claims are typical of the Settlement Class, and he will fairly and adequately protect the interests of the Settlement Class. The Court finds that the Class Representative meets the typicality requirement of Rule 23(a)(3) and the adequacy requirements of Rule 23(a)(4).

(d) The Court further finds that Class Counsel meet the adequacy requirements of Rule 23(a)(4).

(e) In finding that the Settlement Class is likely to be certified at the time of the final approval hearing under Rule 23(b)(3), the Court finds that (i) the common questions of law and fact predominate over any individual issues, and (ii) a class action is superior to other available methods of fairly and efficiently adjudicating the controversy.

4. The Court preliminarily approves the proposed Settlement, pending a Final Approval Hearing, as provided for herein.

5. The Court appoints Yaakov Cinner as class representative of the Settlement Class pursuant to FED. R. CIV. P. 23.

6. The Court appoints the firm Francis Mailman Soumilas, P.C. as Class Counsel for the Settlement Class.

7. The Court appoints Continental DataLogix LLC as the Settlement Administrator to assist and provide professional guidance in the implementation of the Notices to Settlement Class Members as provided in the Settlement Agreement, and all other aspects of the settlement administration. Continental DataLogix shall also be responsible for maintaining any records of, and keeping the Court and the parties apprised of any objections or written statements filed by any Settlement Class Member or government officials.

8. The Court will hold a Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e) on November 5, 2026 at 10:00 A.M. at the United States District Court, Eastern District of Pennsylvania. Presiding is the Honorable John M. Younge and the hearing will take place at 601 Market Street, Philadelphia, PA 19106, courtroom 15-B. This hearing is for the following purposes:

- (A) To determine whether the proposed settlement is fair, reasonable, and adequate and should be granted final approval by the Court;
- (B) To determine whether a final judgment should be entered dismissing the claims of the Settlement Class with prejudice, as required by the Settlement Agreement; and
- (C) To consider the application of Class Counsel for an award of attorney's fees, costs, and expenses, and for a service award to the class representative.

9. As is provided in Section 3 of the Settlement Agreement, Defendants will provide an updated class list to the Settlement Administrator within ten (10) days of the date of this Order.

10. The Settlement Administrator shall send the agreed upon Notices to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

11. The Court also approves the parties' Notices, which are attached to the Settlement Agreement as Exhibits C and D. To the extent the parties or Settlement Administrator determine that ministerial changes to the Notices are necessary before disseminating them to the Settlement Class Members, they may make such changes without further application to the Court.

12. The Court approves the parties' Notice plan, as set forth in Section 5.4 of the Settlement Agreement. The Court finds this manner of giving notice fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process and is the best notice practicable under the circumstances, including providing individual notice to all members who can be identified through reasonable effort.

13. If a Settlement Class Member chooses to request exclusion from the class, such Settlement Class Member is required to submit a request for exclusion to the Settlement Administrator, post-marked on or before the Exclusion Deadline, as specified in the Settlement Notice and Settlement Agreement. The request for exclusion must include the items identified in the Settlement Agreement pertaining to requests for exclusion. A Settlement Class Member who submits a valid request for exclusion using the procedure identified shall be excluded from the Settlement Class for all purposes. No later than seven (7) days after the Objection Deadline, the Settlement Administrator shall prepare a declaration listing all the valid Exclusion Requests received and shall provide the declaration and list to Class Counsel and Defendants' counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

14. A Settlement Class Member who does not file a timely and valid request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in this action.

15. (a) Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a written notice of objection to be filed with the Court by the Objection Deadline specified in the Settlement Notice, stating that they intend to appear at the Hearing. The notice of objection shall be sent by First Class United States Mail to the Settlement Administrator and sent to the Clerk of the Court either by First Class United States Mail or filed with the Court via CM/ECF.

(b) The objection must be personally signed and state: the caption of the Litigation; the full name, address, email address, and telephone number of the Settlement Class Member objecting to the Settlement; a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such Settlement Class Member wishes to be considered in support of 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 or Fee Petition; any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector’s counsel and any other person or entity; the identity of all counsel representing the objector who will appear at the Final Approval Hearing; all relief sought; and identification of the number of times the Settlement Class Member has objected to a class action settlement in the past five (5) years, including the caption of each case in such objection was made.

(c) Any Settlement Class Member who fails to timely file and serve a written objection pursuant to the terms of this paragraph shall not be permitted to object to the approval

of the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

16. All briefs, memoranda, petitions, and affidavits to be filed in support of an individual service award to the Class Representative and/or in support of Class Counsel's application for fees, costs and expenses, shall be filed not later than fourteen (14) days prior to the Objection Deadline. Similarly, all other briefs, memoranda, petitions and affidavits that Class Counsel intends to file in support of final approval shall be filed not later than fourteen (14) days before the Final Approval Hearing.

17. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendants or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the claims released under the Settlement Agreement. This Preliminary Approval Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendants or any of the Released Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or the Defendants.

18. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any party and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law; all parties shall stand in the same procedural position as

if the Settlement Agreement had not been negotiated, made, or filed with the Court; and the case will return to the status quo prior to the execution of the Settlement Agreement.

19. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

/s/ John Milton Younge

HON. JOHN M. YOUNGE
UNITED STATES DISTRICT JUDGE

Dated: June 18, 2026