THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

YAAKOV CINNER, on behalf of himself and all others similarly situated, Plaintiff, v. XACTUS, LLC, and CREDIT PLUS, LLC Defendant.	Civil Action No. 2:23-CV-04531-JMY

CLASS SETTLEMENT AGREEMENT AND RELEASE

This Class Settlement Agreement and Release ("**Agreement**") is entered into by and between the Class Representative (defined below), on behalf of himself and Class Members, and Defendants Xactus, LLC and Credit Plus, LLC ("Defendants" and collectively the "Parties").[1]

This Agreement is intended to fully, finally and forever resolve, discharge and settle all released rights and claims to the extent set forth below, subject to the terms and conditions in this Agreement. The Agreement is subject to Court approval pursuant to Rule 23 of the Federal Rules of Civil Procedure.

RECITALS

WHEREAS, by the Litigation, the Class Representative asserted claims, including the Class Claims, against Defendants for alleged violations of the FCRA;

WHEREAS, the purpose of this Agreement is to settle the Class Claims of the Class Representative and Class Members, and terminate the Litigation in its entirety;

WHEREAS, Defendants deny the allegations and claims asserted by the Class Representative and Class Members, but nonetheless, without admitting or conceding any liability or damages whatsoever, have agreed to settle the Class Claim on the terms and conditions set forth in this Agreement;

WHEREAS, counsel for the Parties have conducted an extensive investigation of the facts and claims alleged in the Litigation, including, but not limited to, reviewing documents and data;

[1] Capitalized terms shall have the meaning and definitions set forth in Section 1 of this Agreement.

WHEREAS, the Parties have engaged in extensive arm's-length negotiations, including a mediation session with the assistance of experienced neutral Noah J. Hanft concerning the settlement of the Class Claim; and

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery for the Class Representative and the Class, or might result in a recovery that is less favorable to the Class Representative and the Class, the Class Representative and Class Counsel are satisfied that the terms and conditions of the Settlement are fair, reasonable and adequate and that this Agreement is in the best interests of the Class Representative and the Class.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Litigation on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth above and in this Agreement shall have the following meanings:

1.1 "**Agreement**" means this Class Settlement Agreement and Release.

1.2 "**CAFA**" means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715(a)-(d).

1.3 "**CAFA Notice**" means notice of this proposed settlement to the appropriate federal and state officials, as required by CAFA, which shall be prepared and mailed as provided for in Section 2.2 below and Section 5.5 below.

1.4 "**Claim Form**" means the document, in the form of Exhibit E, to be made available to Class Members together with the Settlement Notice.

1.5 "**Claimant**" means a Class Member who timely files a valid Claim Form.

1.6 "**Claims Submission Deadline**" means the date sixty (60) days after the Notice Date, by which date all Claim Forms must be submitted.

1.7 "**Class**" or "**Class Members**" means each individual meeting the following definition:

> 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.

1.8 "**Class Claim**" means the claim asserted under section 1681e(b) of the FCRA in Count I of the Amended Class Action Complaint in the Litigation (ECF 18).

1.9 "**Class Counsel**" means James A. Francis, John Soumilas, and Lauren Brennan of the law firm Francis Mailman Soumilas, P.C, and Daniel Zemel and Nicholas Linker of Zemel Law, LLC.

1.10 "**Class Representative**" means the named plaintiff, Yaakov Cinner.

1.11 "**Court**" means the United States District Court for the Eastern District of Pennsylvania, where the Litigation is currently pending.

1.12 "**Claim**" means a claim by a Class Member submitted through a Claim Form by the Claims Submission Deadline as provided for in Sections 1.8 and 9.1.

1.13 "**Claim Check**" means a check from the Settlement Fund to a Claimant for a Claim.

1.14 "**Claim Payment Amount**" means the amount paid to each Claimant calculated in accordance with Section 11.1(a).

1.15 "**Defendants**" means Xactus, LLC and Credit Plus, LLC.

1.16 "**Defendants' Counsel**" means the law firm of Troutman Pepper Locke LLP.

1.17 "**Effective Date**" means the date when the last of the following with respect to the Final Approval Order approving the Settlement has occurred: (i) the expiration of five (5) business days after the time to file a motion to alter or amend the Final Approval Order under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of five (5) business days after the time in which to appeal the Final Approval Order has passed, including the time period for any request for extension under Federal Rule of Appellate Procedure 4(a)(5), without any appeal having been filed; and (iii) if such motion to alter or amend is filed, or if an appeal is taken, five (5) business days after a final determination of any such motion or appeal that permits the consummation of the Settlement in substantial accordance with the terms and conditions of this Agreement without further opportunity for either an appeal or Rule 59(e) motion.

1.18 **"Exclusion Deadline"** means the date sixty (60) days after the Notice Date, by which date all Requests for Exclusion must be submitted.

1.19 "**FCRA**" means the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq*.

1.20 "**Fee Petition**" means the petition for an award of fees and costs submitted by Class Counsel as provided for in Section 10.1.

1.21 "**Final Approval**" means the approval of the Agreement by the Court at or after the Final Approval Hearing, and entry on the Court's docket of the Final Approval Order.

1.22 "**Final Approval Hearing**" means the hearing at which the Court will consider arguments relating to finally deciding whether to approve this Settlement, and make such other rulings as are contemplated by this Agreement.

1.23 "**Final Approval Motion**" means the motion that the Class Representative shall file seeking Final Approval.

1.24 "**Final Approval Order**" means the final order and judgment entered by the Court giving Final Approval to the Settlement and dismissing with prejudice the claims of the Class and entering a judgment according to the terms set forth in this Agreement, in the form of Exhibit A.

1.25 "**Final Judgment**" shall mean the Final Judgment closing this matter, which is effectuated through the Final Approval Order.

1.26 **"Lead Class Counsel**" means James A. Francis, John Soumilas, and Lauren Brennan of the law firm Francis Mailman Soumilas, P.C.

1.27 "**Litigation**" means the lawsuit filed by the Class Representative in the United States District Court for the Eastern District of Pennsylvania, captioned *Yaakov Cinner v. Xactus, LLC and Credit Plus, LLC individually and as successor in interest to Credit Plus, Inc.,* Case No. 2:23-CV-04531-JMY.

1.28 "**Net Settlement Fund**" means the amount remaining in the Settlement Fund after the allocation for payment of the Service Award, the amount approved in connection with the Fee Petition, and Notice and Administration Expenses in accordance with Section 5.2 below.

1.29 "**Notice Date**" means the date forty-five (45) days after the entry of the Preliminary Approval Order, on which date the Settlement Administrator shall send the Settlement Notice to each Class Member via First Class United States Mail.

1.30 "**Notice of Objection**" means an objection made by a Class Member to this Settlement by written notice of such objection postmarked by the Objection Deadline.

1.31 "**Notice and Administration Expenses**" means the fees, costs, and expenses incurred by the Settlement Administrator to carry out its obligations under this Agreement.

1.32 "**Objection Deadline**" means the date sixty (60) days after the Notice Date, by which date all objections must be submitted.

1.33 "**Parties**" means the Class Representative and Defendants.

1.34 "**Preliminary Approval**" means preliminary approval of the Agreement by the Court and approval of the Settlement Notice Plan and the Settlement Notice.

1.35 "**Preliminary Approval Hearing**" means the initial hearing that shall be requested by the Parties in order for the Court to consider preliminary approval of the Parties' proposed Settlement.

1.36 "**Preliminary Approval Motion**" means the motion that Plaintiff shall file seeking Preliminary Approval.

1.37 "**Preliminary Approval Order**" means the order entered by the Court granting Preliminary Approval in the form of Exhibit B.

1.38 "**Released Parties**" means Defendants and their respective past, present, and future parents, subsidiaries, successors, predecessors, officers, directors, stockholders, employees, representatives, agents, assigns, vendors, including technology vendors, insurers, reinsurers, and attorneys, individually and collectively.

1.39 **"Request for Exclusion"** means any request submitted consistent with Section 8 below by any Class Member requesting to be excluded from the Settlement.

1.40 "**Settlement**" means the agreement between the Class Representative, on behalf of himself and Class Members, and Defendants, to fully, finally and forever settle and compromise the Class Claims, as memorialized in this Agreement.

1.41 "**Service Award**" means the payment made from the Settlement Fund to the Class Representative for his service in the matter, as approved and directed by the Court.

1.42 "**Settlement Administrator**" means Continental DataLogix LLC.

1.43 "**Settlement Fund**" means the Two Million Four Hundred Thousand Dollars and Zero Cents ($2,400,000) to be paid by Defendants pursuant to the Agreement.

1.44 "**Settlement Notice**" means the notice to be sent to the Class Members by the Settlement Administrator, pursuant to the terms of this Agreement and subject to the Court's approval, and in the form of Exhibit C.

1.45 "**Settlement Notice Plan**" means the plan for sending the Settlement Notice as provided for in Section 5 below.

1.46 "**USPS**" means the United States Postal Service.

2. SCHEDULING OF HEARINGS AND MOTIONS

2.1 Within fourteen (14) days of execution of the Settlement Agreement, or another date agreed to by the Parties and directed by the Court, Lead Class Counsel shall file a Preliminary Approval Motion with the Court, which shall seek Preliminary Approval.

2.2 The Final Approval Hearing shall be scheduled for a date no earlier than one hundred (100) days after the CAFA Notice is sent.

(a) The Settlement Administrator shall mail, via First Class United States Mail, postage prepaid, the CAFA Notice within ten (10) days after this Agreement is filed with the Court, as follows:

(1) Defendants shall prepare and provide a draft cover letter for the CAFA Notice to the Settlement Administrator five (5) business days before the deadline for mailing such CAFA Notice, with accompanying exhibits. The Settlement Administrator shall mail the CAFA Notice in accordance with Section 5.5 below.

(2) On the day that it mails the CAFA Notice, the Settlement Administrator shall certify to Defendants' Counsel that the CAFA Notice was mailed and to whom it was mailed.

(3) Within five (5) business days of the time the Settlement Administrator mails the CAFA Notice, Defendants' Counsel shall file a certification with the Court that the CAFA Notice has been served.

2.3 Lead Class Counsel shall file the Final Approval Motion no later than twenty (20) days prior to the Final Approval Hearing, or within any other time set by the Court.

2.4 Lead Class Counsel shall file the Fee Petition no later than ten (10) days prior to the Objection Deadline, or within any other time set by the Court. The hearing on the Fee Petition shall occur during the Final Approval Hearing, or as otherwise ordered by the Court.

3. CLASS LIST

3.1 Within ten (10) days after entry of the Preliminary Approval Order, Defendants shall provide the list of Class Members (the "Class List") to the Settlement Administrator only, which will include each Settlement Class Member's name and last known postal address as reflected in Defendants' records.

3.2 The Class Representative, Class Counsel, and Class Members acknowledge and agree that Defendants are providing the information referenced in this section to the Settlement Administrator solely to effectuate the terms of this Agreement, and that such information shall not be used, disseminated, or disclosed by or to any other person for any other purpose. Defendants' inclusion of these individuals' personal information during this process is in no way an admission of liability with respect to these individuals. If the Settlement is terminated for any of the reasons identified in Section 14.15, the Settlement Administrator shall immediately destroy any and all copies of the information referenced in this section.

4. THE SETTLEMENT FUND

4.1 Creation of and deposit into the Settlement Fund

The Settlement Fund shall consist of Two Million Four Hundred Thousand Dollars and Zero Cents ($2,400,000.00) to be paid to the Settlement Administrator by Defendants or as Defendants direct. In no event shall Defendants pay more than $2,400,000 in connection with the Settlement. To effectuate each payment described below, the Settlement Administrator must provide each of the Defendants with a current and properly completed IRS Form W-9 pertaining to the Settlement Fund and wire transfer information (the "Required Fund Documents"), at least ten (10) days before each of the payment deadlines below. Defendants have no obligation to make any of the payments listed below before delivery of the Required Fund Documents. Defendants shall pay the Settlement Fund in two installments as follows:

(a) First Payment

The first payment into the Settlement Fund shall consist of the sum of $80,000 (Eighty Thousand Dollars), to be paid by Defendants to the Settlement Administrator for deposit into the Settlement Fund within seven (7) calendar days after entry of the Preliminary Approval Order, to be used to pay Notice and Administration Expenses prior to the date of the Final Approval Hearing. These proceeds shall only be used for necessary Notice and Administration Expenses before final approval. The Settlement Administrator is required to provide an accounting to Defendants, upon request, explaining how these funds have been spent.

If the Settlement does not receive final approval, then Defendants shall be entitled to an immediate refund of any portion of the first payment that the Settlement Administrator has not yet spent. The Settlement Administrator must provide this refund within five (5) days of the Court's order denying final approval.

(b) Second Payment

The balance of the Settlement Fund, in the amount of Two Million Three Hundred Twenty Thousand Dollars ($2,320,000) shall be paid by Defendant to the Settlement Administrator for deposit into the Settlement Fund within ten (10) calendar days after the Effective Date.

4.2 Allocation of the Settlement Fund

(a) Service Award

Class Representative shall apply for no more than Fifteen Thousand Dollars and Zero Cents ($15,000.00) as a Service Award, which is subject to Court approval. Service Award. Any amount sought for the Service Award, but which the Court does not approve, shall become part of the Net Settlement Fund.

(b) Fee Petition

Class Counsel shall apply for no more than one-third of the Settlement Fund, a total of Eight Hundred Thousand Dollars and Zero Cents ($800,000.00) in attorneys' fees and costs in the

Fee Petition, which is subject to Court approval. Any amount Class Counsel seeks in the Fee Petition, but which the Court does not approve, shall become part of the Net Settlement Fund.

(c) No reversion to Defendants

There shall be no reversion of any portion of the Settlement Fund to Defendants.

(d) *Cy Pres* Distribution

Any amount remaining in the Settlement Fund after all other payments specified in this Agreement are made shall be distributed by the Settlement Administrator as a *cy pres* award to a *cy pres* recipient to be agreed upon by the parties and submitted to the Court for approval in the Final Approval Motion. The Settlement Administrator is responsible for securing the *cy pres* recipient's payment instructions, as well as all other information necessary to make the *cy pres* distribution. The *cy pres* distribution shall occur sixty (60) days after the void date of the latest dated Claim Check, including any checks related to a second distribution, if any.

(e) Settlement Fund Tax Status

The Settlement Administrator shall set up the account for receipt of the Settlement Fund in a manner that maximizes tax benefits, and minimizes any tax detriment, for Defendants, Class Representative, and Class Members. The Settlement Administrator shall timely make any elections and filings that are required to maintain the account in compliance with laws related to taxation. The Parties agree that any taxes (including any estimated taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund. Taxes and tax expenses related to the Settlement Fund shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court, and the Settlement Administrator shall be obligated to withhold from distribution any funds necessary to pay such amounts.

5. RESPONSIBILITIES OF THE SETTLEMENT ADMINISTRATOR

5.1 Representation by Lead Class Counsel

Lead Class Counsel represents and warrants that they have contracted, or will contract, with the Settlement Administrator to perform all of the tasks specified and assigned to it in this Agreement, within the time limits specified in this Agreement.

5.2 Information security

The Settlement Administrator shall ensure that the information it receives from Defendants and Class Members is secured and managed in such a way as to protect the security and confidentiality of the information. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from Defendants and Class Members without the prior written consent of all Parties.

5.3 Settlement website and toll-free telephone number

Not later than five (5) days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish the website CinnerFCRAClassAction.com. The website shall be substantially in the form of the Long Form Notice attached hereto as Exhibit D, and shall include, among other things: the Settlement Notice; the Amended Class Action Complaint in the Litigation (ECF 18); the Agreement; the Preliminary Approval Motion; the Preliminary Approval Order, an online version of the Claim Form substantially in the form of Exhibit E hereto, and instructions on submitting a Claim.

Not later than fourteen (14) days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish a toll-free number for Class Members to call the Settlement Administrator with questions.

The website and the toll-free number shall be maintained while the Settlement Administrator is administering the Settlement. The internet address of the website and the toll-free number shall be included in the Settlement Notice. The Settlement Administrator shall maintain a record of activities, including logs of inquiries to the internet website, downloads, phone calls and/or mailings, and shall ensure that a running tally is kept of the number and types of materials mailed by it or downloaded from the internet website in a computerized database form. The telephone line shall be capable of providing general information concerning deadlines for objecting to the Settlement, and the dates of relevant Court proceedings, including the Final Approval Hearing.

5.4 Sending of Settlement Notice

(a) Initial Mailing of Settlement Notice

No later than seven (7) days prior to the initial mailing of the Settlement Notice, the Settlement Administrator shall update the addresses available for Class Members. The Settlement Administrator shall update addresses through the National Change of Addresses Database.

On or before the Notice Date, the Settlement Administrator shall mail the Settlement Notice to each Class Member via First Class United States Mail, postage prepaid.

(b) Re-mailing of Settlement Notice

The address of the Settlement Administrator shall be used as the return address for the Settlement Notice. For any Settlement Notice that is returned by the USPS as undeliverable, the Settlement Administrator shall re-mail such notices to any updated address provided by the USPS within 20 days of receipt of any Settlement Notice returned by USPS as undeliverable. If the USPS does not provide an updated address, the Settlement Administrator shall attempt to obtain an updated address from one or more commercial search firms or databases, and shall then re-mail the notices to any such updated address.

5.5 CAFA Notice

Defendants shall be responsible for submitting the CAFA Notice to the Settlement Administrator, with accompanying exhibits. On behalf of Defendants, and in accordance with Section 2.2 above, the Settlement Administrator will mail the CAFA Notice to the appropriate federal and state officials not later than ten (10) days after the filing of this Settlement Agreement with the Court.

5.6 Processing Claims Forms

The Settlement Administrator shall receive and process Claim Forms in accordance with Section 10 below.

5.7 Payments to Class Members

The Settlement Administrator shall prepare and deliver to Class Members the payments for Claims in accordance with Section 11.1 below.

5.8 Reporting

The Settlement Administrator shall provide regular reports to the Parties, but no less frequently than every month, regarding the status of the mailing of the Settlement Notices to Class Members, any re-mailing of Settlement Notices, the submission and processing of Claims Forms and Requests for Exclusion, the distribution and redemption of payments to Class Members, and other activities undertaken pursuant to this Agreement.

The Settlement Administrator shall prepare for filing a declaration of mailing in connection with the Settlement Notice no later than fifteen (15) days prior to the Final Approval Hearing. The declaration will also include a summary of the Claim Forms and Requests for Exclusion received and processed.

5.9 IRS Form 1099

The Settlement Administrator shall, as necessary, satisfy all reporting requirements, if any, to issue IRS Form 1099s to Class Members.

5.10 Notice and Administration Expenses

All Notice and Administration Expenses shall be paid to the Settlement Administrator from the Settlement Fund.

5.11 Provision of payment and wiring information to Defendants

Within three (3) days of the time the Preliminary Approval Motion is filed, the Settlement Administrator shall provide to Defendants' Counsel (i) an executed IRS Form W-9 for the Settlement Administrator and the fund the Settlement Administrator establishes for purposes of facilitating the settlement, as well as (ii) wiring instructions for the payment required by Section 4.1(a) above.

6. THE SETTLEMENT NOTICE

6.1 The Settlement Notice shall be substantially in the form of Exhibit C, or in another form agreed to by the Parties that contains substantially the same information as Exhibit C.

6.2 A long form notice in the form of Exhibit D hereto, or in another form agreed to by the Parties that contains the same information as Exhibit D, shall be available on the Settlement Website.

6.3 The Settlement Administrator shall be responsible for sending the Settlement Notices in accordance with Section 5.4 above.

7. REQUESTS FOR EXCLUSION

7.1 Any Class Member who wishes to be excluded from the Settlement may request to be excluded from the Class by sending a written Request for Exclusion to the Settlement Administrator.

7.2 To be effective, any Request for Exclusion must contain the Class Member's original handwritten signature, current email address, postal address and a telephone number, the unique identifier included on the Settlement Class Member's notice, and a specific statement that the Class Member wishes to be excluded from the Class.

7.3 Requests for Exclusion must be postmarked no later than the Exclusion Deadline.

7.4 In no event shall persons who purport to request exclusion from the Class as a group, on an aggregate basis, or as a class involving more than one Class Member be considered valid Requests for Exclusion. Requests for Exclusion that do not comply with any of the requirements contained in this Section are invalid.

7.5 If a Class Member submits both a Claim Form and a Request for Exclusion, the Settlement Administrator shall reach out to the Class Member at the contact information provided to determine the Class Member's intent. If the Class Member does not respond or the Settlement Administrator is otherwise not able to determine the Class Member's intent, the Claim Form will be controlling, the Request for Exclusion will be invalid, and the Class Member will be bound by the Agreement.

7.6 Any person who both requests exclusion and purports to object to the Settlement shall be deemed to have requested exclusion from the Settlement and their objection shall not be considered.

7.7 No later than seven (7) days after the deadline for submission of Requests for Exclusion, the Settlement Administrator shall provide Lead Class Counsel and Defendants' Counsel a complete list of all persons who have properly requested exclusion from the Settlement together with copies of the Requests for Exclusion. The Settlement Administrator shall provide a recommendation as to whether it believes any Request for Exclusion is invalid. If the Parties disagree as to the validity of a Request for Exclusion, they may raise the issue with the Court at the Final Approval Hearing for ultimate determination.

8. OBJECTIONS AND REQUESTS TO APPEAR AT FINAL APPROVAL HEARING

8.1 Any Class Member who wishes to object to the Settlement or Fee Petition at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a Notice of Objection by the Objection Deadline.

(a) The Notice of Objection shall be sent by First Class United States Mail to Lead Class Counsel and the Clerk of the Court.

(b) The Notice of Objection shall be personally signed and state: the caption of the Litigation; the full name, address and telephone number of the 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 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; and, all relief sought.

(c) Any objector wishing to be heard at the Final Approval Hearing must also file a notice of intent to appear with the Court Clerk's office no later than ten (10) business days before the Final Approval Hearing, and must provide both Lead Class Counsel and Defendants' Counsel with copies of the notice of intent to appear.

(d) The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objections to the Settlement or Fee Petition, in accordance with such Class Member's due process rights.

(e) The Preliminary Approval Order shall further provide that persons who fail to properly or timely file their objections, along with the required information and documentation set forth above, or to serve them as provided above, shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

(f) Unless otherwise allowed by law, only Class Members who object to the Settlement by the Objection Deadline and pursuant to the terms of this Section 8 may appeal any Final Judgment or ruling on the Fee Petition.

9. CLAIMS

9.1 Claim Forms

To assert a Claim, a Class Member must submit a completed Claim Form by the Claims Submission Deadline, by which such Class Members certify to the best of his or her knowledge, information, and belief, that they were damaged as a result of the conduct that qualified that Class Member to be a member of the Class.

Claims must be submitted electronically via the Settlement Website using the unique identifier and access code provided to each Settlement Class Member, and using an electronic form populated with the same information appearing in Exhibit E hereto.

However, the Settlement Administrator shall make available to a Settlement Class Member a paper version of the Claim Form if the Settlement Class Member validates their identity using the unique identifier and access code provided in connection with the Settlement Notice.

A Claim Form using a paper version shall be deemed to have been submitted timely when postmarked by the USPS or other expedited mail service on or before the Claims Submission Deadline.

9.2 Processing of Claim Forms

(a) The Settlement Administrator shall receive and process all Claim Forms.

(b) The Settlement Administrator shall disallow any Claim when the Claim Form is not completed in full or when a Claim Form is not signed by the Class Member either electronically or using the paper version.

(c) The Settlement Administrator shall disallow any Claim if the person who submitted the form is not a member of the Class.

(d) With the written agreement of Lead Class Counsel and Defendants' Counsel, the Settlement Administrator may allow a Claim Form submitted after the Claims Submission Deadline.

10. FEE PETITION AND SERVICE AWARD

10.1 Fee Petition

Within the time specified by Section 2.4 above, Lead Class Counsel shall petition the Court for an award of attorneys' fees of Eight Hundred Thousand Dollars and Zero Cents ($800,000.00), plus reimbursement of litigation costs and expenses not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00).

Defendants shall have no responsibility for, or any liability with respect to, the payment of attorneys' fees and expenses to Class Counsel, and the sole source of any award of attorneys' fees or costs shall be the Settlement Fund, pursuant to the terms of this Agreement.

(a) Payment of amounts awarded for Fee Petition

Within five (5) business days after receiving the payment from Defendants required by Section 4.1(b) above, the Settlement Administrator shall pay to Class Counsel the amount awarded by the Court relating to the Fee Petition. Such payment shall be made without tax withholding.

(b) Separate consideration of Fee Petition

The Fee Petition is to be considered separately from the Court's consideration of the fairness, reasonableness, and good faith of this Agreement. The outcome of any proceeding related to the Fee Petition shall not terminate this Agreement or otherwise affect the Court's ruling on the Final Approval Motion.

10.2 Service Award

The Class Representative may, subject to Court approval, receive from the Settlement Fund a one-time Service Award of an amount not to exceed Fifteen Thousand Dollars ($15,000) in consideration of his services in this matter. Any request for a Service Award shall be made as part of the Final Approval Motion.

(a) Timing of Payment

Within five (5) business days after receiving the payment from Defendants required by Section 4.1(b) above, the Settlement Administrator shall remit these funds to Class Counsel, who shall then distribute the Service Award to the Class Representative. Such payment shall be made without tax withholding.

(b) Release by Class Representative

The Class Representative agrees to the releases in Section 12 below, regardless of the amount of any Service Award approved by the Court.

11. PAYMENTS TO CLASS MEMBERS

11.1 Payments for Claims

(a) Calculation of Claim Checks

Only Claimants are entitled to payment from the Settlement Fund.

Each Claimant, except those whose Claims are disallowed by the Settlement Administrator, is entitled to a Claim Payment Amount equal to a *pro rata* share of the Net Settlement Fund.

(b) Initial mailing of Claim Checks

Within fifteen (15) days of the Effective Date, the Settlement Administrator shall mail to each Claimant a Claim Check in the amount of the Claim Payment Amount.

(c) Uncashed Damages Claim Checks

The Claim Checks must clearly indicate that they shall be void if not presented for payment within sixty (60) days from the date of mailing.

To the extent that Claim Checks are not presented for payment by a Claimant within sixty (60) days of mailing, such checks remaining uncashed on that date shall become null and void, and any such Claimant shall have no further recourse.

(d) Second Distribution

If any checks issued to Claimants from the Net Settlement Fund remain uncashed after the stale date referenced above – and the collective amount of those checks allows for a second distribution of at least five dollars ($5) to all Claimants after further reductions in the Net Settlement Fund for additional expenses incurred by the Settlement Administrator as a result of the need for a second distribution – then the Settlement Administrator shall distribute the funds associated with those uncashed checks in equal amounts to Claimants who cashed a check from the previous distribution. The payment notices accompanying the payment check shall notify the recipients that the checks must be cashed within sixty (60) days from the date on the enclosed check and that the enclosed check shall not be valid after that date.

11.2 Tax consequences to Class Members

Class Members shall be solely responsible for complying with any and all income tax liabilities and obligations which are or may become due or payable in connection with this Agreement and the Settlement.

The Settlement Administrator shall provide each Class Member with a notice advising him or her to seek personal tax advice regarding any tax consequences of the Settlement Fund disbursement. The notice regarding the potential tax treatment to Class Members shall be included with each disbursement to Class Members. For the avoidance of doubt, none of the Defendants, Defendants' Counsel, or Class Counsel, have made, or are making in connection with the Settlement, any representations regarding possible tax consequences relating to the Settlement Fund disbursements to Class Members, and none of the Defendants, Defendants' Counsel or Class Counsel shall be held responsible for any such tax consequences.

12. RELEASE OF CLAIMS

12.1 Class Members

Upon the Effective Date, and in exchange for the relief described in this Agreement, each Class Member who has not validly excluded himself or herself, on behalf of themselves and their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, assigns, and all those acting or purporting to act on their behalf, acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally, and forever settled, released, and discharged all the Released Parties of and from all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever arising before and up through the Effective Date, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued, which he or she ever had or now has, arising out of or related to the facts asserted in the Amended Complaint, including, but not limited to, claims pertaining to reporting a tradeline with an allegedly inaccurate balance or an allegedly inaccurate estimated payment amount.

Class Members acknowledge that they may subsequently discover facts that supplement, or are in addition to, those facts that they or Class Counsel now believe to be true with respect to this Litigation or the released claims. Nonetheless, the Class Members intend to fully, finally, and forever settle and release those claims, without regard to whether they subsequently discover additional or different facts.

The release set forth in this Section constitutes a waiver of Section 1542 of the California Civil Code and any similar or comparable provisions, rights, and benefits conferred by the law of any state or territory of the United States or any jurisdiction, and any principle of common law, which provide:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Class Representative and each Class Member understand and acknowledge the significance of these waivers of California Civil Code Section 1542 and/or of any other applicable law relating to limitations on releases. In connection with such waivers and relinquishment, Class Representative and each Class Member acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they now know or believe to be true with respect to the subject matter of the Settlement, but that they release fully, finally and forever all released claims above, and in furtherance of such intention, the release will remain in effect notwithstanding the discovery or existence of any such additional or different facts.

12.2 Class Representative

Upon the Effective Date, and in exchange for the relief described in this Agreement, the Class Representative hereby releases and forever discharges the Released Parties from any and all claims, actions, and causes of action, including claims for attorneys’ fees, asserted or which could have been asserted, which have existed from the beginning of time through the Effective Date. This full and general release includes all claims, whether known or unknown, asserted or unasserted, which Class Representative may currently have against the Released Parties, or that may arise in the future up to and including the Effective Date.

13. MODIFICATION BY COURT

This Agreement, and the Settlement, shall be null and void if the Court requires changes to the Agreement that substantively alter the Parties’ rights or duties before approving the Settlement. Provided, however, that the Parties, in their sole discretion, can consent to modify this Agreement, in accordance with Section 14.10 below, to be consistent with any modifications requested or required by the Court.

14. MISCELLANEOUS PROVISIONS

14.1 Cooperation between the Parties; Further acts

The Parties shall cooperate in good faith and shall use their best efforts to obtain the Court's approval of this Agreement and all of its terms. The Parties shall work together, diligently and in good faith, to obtain expeditiously a Preliminary Approval Order, Final Approval Order, and Final Judgment and dismissal.

14.2 Admissibility of Agreement

This Agreement shall not be offered or be admissible in evidence in any action or proceeding except: (1) the hearings necessary to obtain and implement Court approval of this Settlement; and (2) any hearing to enforce the terms of this Agreement or any related order in the Litigation.

14.3 Entire agreement

This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties (including the Parties' settlement term sheet) shall be deemed merged into this Agreement.

14.4 Binding effect

This Agreement shall be binding upon and shall inure to the benefit of the Parties, the Released Parties, and Class Counsel, as well as their respective successors, heirs and assigns. The Parties acknowledge it is their intent to consummate this Agreement and agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Agreement.

14.5 Arms' length transaction; Materiality of terms

The Parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions of this Agreement are material to this Agreement, and the Parties have relied on them in entering this Agreement.

14.6 Captions

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

14.7 Construction

Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

14.8 Governing law

This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles, except to the extent the laws of the United States govern any matter set forth herein, in which case such federal law shall govern.

14.9 Continuing Jurisdiction

The Court shall retain jurisdiction over the interpretation and implementation of this Agreement.

14.10 Waivers, modifications, and amendments to be in writing

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement and the Settlement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party or Parties of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

14.11 Notices

Any notice or other formal communication required or permitted to be delivered under this Agreement shall be in writing and sent by First Class United States Mail and email to counsel for the Party to whom the notice is directed at the following addresses:

If to Defendants:
Troutman Pepper Locke LLP
222 Central Park Ave, Suite 2000
Virginia Beach, VA 23462
Attention: David M. Gettings, Esq.
dave.gettings@troutman.com

If to Plaintiff:
Francis Mailman Soumilas, P.C.
1600 Market Street, Suite 2510
Philadelphia, PA 19103
Attention: John Soumilas
jSoumilas@consumerlawfirm.com

14.12 Authorization of counsel

Class Counsel, on behalf of the Class, are expressly authorized by Class Representative and the Class Members to take all appropriate action required or permitted to be taken by the Class pursuant to the Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Agreement on behalf of the Class that they deem necessary or appropriate.

Each attorney or other person executing the Agreement on behalf of any Party warrants that such attorney or other person has the full authority to do so.

14.13 Counterparts

The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

14.14 Signatures

Any signature made and transmitted by facsimile, email, PDF or other electronic methods for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by such electronic means.

14.15 Termination

Defendants' willingness to settle this Litigation on a class action basis is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, Defendants have the right to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement to the Class Representative or Class Members if any of the following conditions subsequent occur:

a) The Parties fail to obtain and maintain Preliminary Approval consistent with the provisions of this Agreement;

b) More than 200 individuals opt out of the proposed Class;

c) The Court fails to enter a Final Approval Order consistent with the provisions of this Agreement;

d) The Agreement, or the Final Approval Order, is not upheld on appeal, including review by the United States Supreme Court;

e) The Class Representative or Class Counsel commit a material breach of the Agreement before entry of the Final Approval Order; or

f) The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Agreement.

The failure of the Court or any appellate court to approve in full the Fee Petition shall not be grounds for the Class Representative, the Class, or Class Counsel to cancel or terminate this Agreement. The failure of the Court or any appellate court to approve in full the request of the

Class Representative for his Service Award shall not be grounds for the Class Representative, the Class, or Class Counsel to cancel or terminate this Agreement.

If the Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, then the 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; and all Parties shall stand in the same procedural position as if the Agreement had not been negotiated, made, or filed with the Court.

14.16 Confidentiality of Discovery Materials and Information

The Parties, their counsel, and any retained or consulting experts in this Litigation, agree that they remain subject to the Stipulation and Order Relating to the Production and Exchange of Confidential Information entered in the Litigation, as appropriate.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Settlement Agreement and Release to be executed as of the date written below.

Yaakov Cinner

Dated: 5/20/2026, 2026

DocuSigned by:

D86D573B01804EA...

Yaakov Cinner

FRANCIS MAILMAN SOUMILAS, P.C.

Dated: May 22, 2026 By: ____________________

John Soumilas
Attorneys for Plaintiff and Class Members

Dated: ______________, 2026 **Xactus, LLC**

By: ____________________

Its: ____________________

Dated: ______________, 2026 **Credit Plus, LLC**

By: ____________________

Its: ____________________

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Settlement Agreement and Release to be executed as of the date written below.

Yaakov Cinner

Dated: ______________, 2026

____
Yaakov Cinner

FRANCIS MAILMAN SOUMILAS, P.C.

Dated: ______________, 2026

By: ___________________________________
John Soumilas
Attorneys for Plaintiff and Class Members

Xactus, LLC

Dated: May 22, 2026

By: 

Its: General Counsel

Dated: May 22, 2026

Credit Plus, LLC

By: 

Its: General Counsel

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

YAAKOV CINNER, 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

FINAL APPROVAL ORDER AND JUDGMENT

This matter has come before the Court on Plaintiff Yaakov Cinner's ("Plaintiff") Motion for Final Approval of the proposed Class Action Settlement Agreement and Release ("Settlement") with Xactus, LLC, and Credit Plus, LLC ("Defendants"). The Court has reviewed the papers filed in support of the Final Approval Motion, including the Settlement Agreement filed with Plaintiff's Preliminary Approval Motion, the memoranda and arguments submitted on behalf of the Settlement Class, and all supporting exhibits and declarations thereto, as well as the Court's Preliminary Approval Order. The Court, having considered all papers filed and arguments made with respect to the Settlement and being fully advised, finds that:

1. On _____________, the Court held a Final Approval Hearing, at which time the parties were afforded the opportunity to be heard in support of or in opposition to the Settlement. The Court received _______ objections regarding the Settlement.

2. Notice to the Settlement Class required by Federal Rule of Civil Procedure 23(e) has been provided in accordance with the Court's Preliminary Approval Order. Such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the

circumstances, including the dissemination of individual notice to all members who can be identified through reasonable effort; and satisfies Rule 23(e) and due process.

3. Defendants have timely filed notification of this Settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court has reviewed such notification and accompanying materials and finds that Defendants' notification complies fully with the applicable requirements of CAFA.

4. The terms of the Settlement Agreement are incorporated fully into this Order by reference. The Court finds that the terms of the Settlement Agreement are fair, reasonable, and adequate in light of the complexity, expense and duration of the litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

5. The Court has considered the factors enumerated in Rule 23(e)(2) and finds they counsel in favor of final approval.

6. The Court finds that the relief provided under the Settlement constitutes fair value given in exchange for the release of claims.

7. The parties and each Settlement Class Member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

8. The Court finds that it is in the best interests of the parties and the Settlement Class and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Party which, in any way, relates to the applicability or scope of the Settlement Agreement or the Final Judgment and Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

9. This action is a class action against Defendants, on behalf of the Settlement Class that is defined as follows:

> For the period beginning on November 16, 2021 and continuing through [DATE OF 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.

10. The Settlement Agreement submitted by the parties is finally approved pursuant to Federal Rule of Civil Procedure 23(e) as fair, reasonable, and adequate and in the best interests of the Class. The Settlement Agreement, including the monetary relief set forth therein, shall be deemed incorporated herein and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

11. The Court overrules all objections to the settlement. After carefully considering each objection, the Court concludes that none of the objections undermine the fairness, reasonableness, or adequacy of the Settlement.

12. Upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement. The Named Plaintiff shall also release the Released Parties in accordance with the Settlement Agreement.

13. Upon the Effective Date, each Class Member is enjoined and permanently barred from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts any claims released by Settlement Class Members under the Settlement Agreement.

14. The following are approved as *cy pres* recipients: ____________ and ____________.

15. Upon consideration of the application for individual settlement and service award, the Named Plaintiff Yaakov Cinner is awarded the sum of fifteen thousand dollars ($15,000.00), to be paid from the Settlement Fund, for the services he has performed for and on behalf of the Settlement Class and in connection with his separate individual claims against Defendant.

16. Upon consideration of Class Counsel's application for fees and costs and other expenses, the Court awards $______ as reasonable attorneys' fees and reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Settlement Fund.

17. Upon consideration of the documentation submitted by the Settlement Administrator, the Court awards the Settlement Administrator $__________ as reimbursement for the reasonable expenses of notice administration. Defendants already advanced the Settlement Administrator $______ from the Settlement Fund. The remainder of the approved amount shall also be paid from the Settlement Fund.

18. Neither this Final Approval Order and Judgment, 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 by the Settlement Class. This Final Approval Order and Judgment 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 final 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.

19. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the

settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendants and each member of the Settlement Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the parties hereto and all Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

20. The parties are hereby directed to carry out their obligations under the Settlement Agreement.

21. This action is hereby dismissed on the merits, in its entirety, with prejudice and without costs.

22. The Court finds, pursuant to Federal Rule of Civil Procedure 54(b), that there is no just reason for delay, and directs the Clerk to enter final judgment.

23. The persons listed on Exhibit __ hereto have validly excluded themselves from the Settlement Class in accordance with the provisions of the Settlement Agreement and Preliminary Approval Order and are thus excluded from the terms of this Order. Further, because the settlement is being reached as a compromise to resolve this litigation, including before a final determination

of the merits of any issue in this case, none of the individuals reflected on Exhibit __ may invoke the doctrines of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in connection with any further litigation against Defendant in connection with the claims settled by the Class.

BY THE COURT:

____
HON. JOHN M. YOUNGE
UNITED STATES DISTRICT JUDGE

Dated: ____________________

EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

YAAKOV CINNER, 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 _______________, 2026, 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 andD. 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:

____
HON. JOHN M. YOUNGE
UNITED STATES DISTRICT JUDGE

Dated: ______________________

EXHIBIT C - NOTICE

LEGAL NOTICE OF CLASS ACTION SETTLEMENT

You are receiving this notice because you are a member of a class in a class action lawsuit and you have a legal claim described in this Notice. You are entitled to benefits from a proposed class action settlement if you comply with the terms of the settlement.

This is a court-authorized notice describing the settlement and your rights. This is not a solicitation from an attorney, and you are not being sued.

PLEASE READ THIS NOTICE CAREFULLY, AS IT EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

Claim Number: ########

PIN: ########

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," and collectively "Defendants"), 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 reported a 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. 2:23-4531-JMY (E.D. Pa.).

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, 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.

EXHIBIT C - NOTICE

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 on the website, www.CinnerFCRAclassaction.com.

According to Defendants' records, you are a member of the Settlement Class.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A VALID CLAIM FORM AND RECEIVE A CHECK	To receive a payment from the Settlement, you will need to submit a Claim Form by [DATE]. You can submit your claim form online at www.CinnerFCRAClassAction.com using the Unique Claim Number and PIN Number above. 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 or Credit Plus 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 [DATE] 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 $800,000.00, 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 [DATE], see www.CinnerFCRAClassAction.com. Your deadline to object is [DATE]. 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.

EXHIBIT C - NOTICE

GO TO A HEARING	You may speak at the final approval hearing, set for [DATE] if you submit an objection by [DATE] and mail in a letter saying that you would like to appear and be heard at the hearing.

If you have questions, please visit the Settlement website at www. CinnerFCRAClassAction.com.
You may also write with questions to:

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

Please do not contact Xactus, Credit Plus, or the Court for information about this settlement.

Exhibit D

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. 2:23-4531-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 [DATE]. 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 [DATE] 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 $800,000.00, 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 [DATE], see www.CinnerFCRAClassAction.com. Your deadline to object is [DATE]. 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 [DATE] if you submit an objection by [DATE] and mail in a letter saying that you would like to appear and be heard at the hearing.

<u>ADDITIONAL CASE DETAILS</u>

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 XXX, XX, 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 postcard or email 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.

10. How do I exclude myself from the Settlement?

EXCLUDING YOURSELF 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, e-mail 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 email or US Mail.

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

Cinner v. Xactus Settlement
c/o Claims 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
Zemel Law LLC
New Jersey
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 which will be available on XXX,XX 2026, on the case website located at www.CinnerFCRAClassAction.com.

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

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

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
John M. Younge 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 Settlement
c/o Claims Administrator
P.O. Box 16
West Point, PA 19486

Your objection must be submitted on or before XXX, XX 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.

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

THE FINAL APPROVAL HEARING

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 **[DATE], at __ a.m., in Courtroom 15-b of the United States District Court, Eastern District of Pennsylvania, U.S. Courthouse, 601 Market Street, Philadelphia, PA**. 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, 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. 2:23-4531-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 [DATE] 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 info@CinnerFCRAClassAction.com or via mail at:

Cinner v. Xactus Settlement
c/o Claims 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.

Exhibit E – CLAIM FORM

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

CLAIM FORM
Cinner v. Xactus, LLC
Civil Action No. 2:23-cv-04531 (E.D. Pa.)

ID#
First Name M.I. Last Name
Street Address 1
Street Address 2
City, ST Zip Code

Unique Claim Number: CX-########
PIN Number: ########

CLAIM FORM

DEADLINE – MONTH ##, 2026

Note: For this claim form to be valid, you must complete all parts and sign under oath. If you submit the form without that information, you will **not** receive payment from the Settlement Fund.

This claim form must be returned to the address below postmarked no later than **Month ##, 2026**.

Section I: Contact Information

Please print all information legibly in the space provided.

Full Name: ______________________________

Current Address: ______________________________

____

____

Phone Number: ______________________________

Email Address: ______________________________

Section II: Claim Certification

To the best of my knowledge, information, and belief, I was harmed by Credit Plus, LLC selling a consumer report in my name with a calculated monthly payment amount for a charged off account .

I certify subject to the penalty of perjury that the foregoing is true and correct.

Signature: ______________________ Date: ______________________

CLAIM FORM FILING INSTRUCTIONS	**Online: www.CinnerFCRAClassAction.com**	**By Mail: Cinner v. Xactus, LLC c/o Settlement Administrator P.O. Box 16 West Point, PA 19486**