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13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 (SOUTHERN DIVISION)

16 TERRI N. WHITE, *et al.*,
17 Plaintiffs,
18 v.
19 EXPERIAN INFORMATION
20 SOLUTIONS, INC.,
21 Defendant.

Case No. 05-CV-1070 DOC (MLGx)
(Lead Case)

NOTICE OF CONTINUATION OF
FINAL FAIRNESS HEARING TO MAY
16, 2011 AND REPORT ON
SUPPLEMENTAL NOTICE
CAMPAIGN

The Honorable David O. Carter

22 and Related Cases:

23 05-cv-01073-DOC (MLGx)
24 05-cv-7821-DOC (MLGx)
06-cv-0392-DOC (MLGx)
25 05-cv-1172-DOC(MLGx)
06-cv-5060-DOC (MLGx)
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1 Settling Plaintiffs Jose Hernandez, Bertram Robison, Kathryn Pike, and
2 Robert Randall hereby submit the following:

3 On February 4, 2011, the Court approved the Settling Plaintiffs' revised
4 Supplemental Notices to Convenience Award Claimants, Actual Damage Award
5 Claimants, and opt-outs and objectors, and ordered that these Supplemental Notices
6 be mailed out on or before February 15, 2011. (Dkt. No. 742.) The Settlement
7 Administrator complied with the Court's order and completed the Supplemental
8 Notice mailings by February 15, 2011. (Ex. 1, Keough Decl. at ¶ 3.) The response
9 deadline set forth in the Supplemental Notices was March 31, 2011. (*Id.*) A total
10 of 771,738 supplemental notices were issued. (*Id.*) In response, there were 46,674
11 calls to the telephone assistance program, 53,376 visits to the settlement website,
12 and 1,086 emails requesting information. (*Id.*) 47,692 claims were submitted
13 either by mail or online. (*Id.*)

14 The Supplemental Notice campaign also allowed (1) claimants who had not
15 previously opted out to request exclusion and, conversely, (2) those who had
16 previously requested exclusion to withdraw their opt-out and participate in the
17 settlement. 614 prior claimants exercised their right to opt-out and 43 class
18 members who had previously requested exclusion filed Claim Forms. (*Id.* at ¶ 4.)
19 In addition, 15 class members took advantage of the extended deadline for
20 objections to assert either new or revised objections.¹ (*Id.*)

21 As part of its administration of the Supplemental Notice campaign, the
22 Settlement Administrator conducted several tasks with respect to the 47,692
23 submitted supplemental claim forms. First, 852 of the claim forms were identified
24 as untimely (post-marked after March 31, 2011), and therefore invalid (meaning
25

26
27 ¹ The new and revised objections are attached, except for the recent objections filed
28 by the White Plaintiffs (Dkt. No. 746) and Marsha and Jimmy Green (Dkt. No. 747), which were previously filed with the Court.

1 only that these claims are converted to or remain qualified for a Convenience
2 Award). (*Id.* at ¶ 5.)

3 3,905 timely claimants requested a Convenience Award, and 1,716 other
4 claimants submitted nothing more on their supplemental claim form than their
5 name and personal identifying information, i.e., there was no claim category option
6 selected, nor did they provide any identifying information (dates, etc.) relative to a
7 claim. (*Id.* at ¶ 5,6.) All of these claims (5,621) will be treated as Convenience
8 Award claims.² (*Id.* at ¶ 6.)

9 Of the remaining 41,219 timely claims requesting an Actual Damage Award,
10 23,822 were converted to Convenience Award Claims for failing to provide any
11 additional documentation.³ (*Id.*) As to these claim forms, the Settlement
12 Administrator confirmed that not only was there no documentation of the types
13 identified in the Actual Damage Award claim form (ten examples of acceptable
14 additional documentation were outlined on the supplemental actual damage award
15 claim form), but there was also no attempt to satisfy the “Other” option of
16 providing some other form of additional documentation. (*Id.*)

17 Next, the Settlement Administrator reviewed all 197 claims that selected both
18 the Employment and Mortgage Loan or Housing Rental categories, together with a
19 random sampling of the other three groups of claim forms in which more than one
20

21 ² 268 of the 1,716 claimants who provided only their names and personal
22 identification did accompany their claim form with at least some documentation,
23 which the Settlement Administrator is currently reviewing to determine if any of
24 these claimants can qualify for an Actual Damage Award. This review includes a
review of their original filing, to see if documentation or category identification was
provided on the original filing. (Ex. 1, Keough Decl. at ¶ 6 n.1.)

25 ³ The Supplemental Notice To Actual Damage Award Claimants noted the
following: “the Court has determined that additional information is required...,”
26 “You must submit...additional documentation,” **“If you do not submit the
Additional Claimant Information Form and required documentation, your
claim will be converted to a Convenience Award,”** and **“You must submit some
documentation in order for your claim to be considered valid. If you do not
submit any documentation at all, your claim will be converted to a
27 Convenience Award.”** (Dkt. No. 739, Exhibit A (emphasis in the original).)
28

1 claim category was selected, to confirm that the documentation provided was
2 consistent with the highest category selected. (*Id.* at ¶ 8.) Thus far, approximately
3 60% of the Actual Damage Award Claimants claiming both an Employment and a
4 Mortgage Loan or Housing Rental claim provided employment-related documents
5 consistent with the higher level claim. (*Id.*) Thus far, approximately 75% of the
6 other claimants in the groups in which more than one claim category was selected
7 submitted documents consistent with their higher claim. (*Id.*)

8 Therefore, of the 17,397 timely and complete Supplemental Actual Damage
9 Award Claims received, the Settlement Administrator reports that 4,302 claimants
10 made an Employment claim⁴, either alone or in combination with another category,
11 6,984 asserted a Mortgage Loan or Housing Rental claim, either alone or in
12 combination with the Credit Card category, and 6,111 claimed only the Credit
13 Card, Auto Loan, or Other Credit category. (*Id.* at ¶ 7.) Even if the Settlement
14 Administrator ultimately validates each timely and documented actual damage
15 award claim at the "highest award" claimed by each actual damage award
16 claimant,⁵ there will be sufficient settlement funds available to provide an initial
17 payment value⁶ to each of these claims of \$750, \$500, and \$150, respectively, and
18 the total payment of actual damage awards will be \$7,635,150. (*Id.* at ¶ 9.)

19 _____
20 ⁴ This number includes claims for which Employment was the only category
21 selected, as well as claims for which Employment was selected along with one or
22 more other categories. All such claims will be treated as Employment claims, since
23 the Settlement Agreement provides that the "Settlement Administrator shall pay to
24 the Actual Damage Award Claimant the highest award for which he or she is
25 eligible." Settlement Agreement at ¶7.7.c. (iv). (Dkt. No. 384, p.40.)

26 ⁵ The Settlement Administrator expects to complete its review of these claims and
27 the supporting documentation next week and will issue a final report. The Settling
28 Plaintiffs will provide a Supplemental Report at that time detailing the final
proposed allocation of the settlement funds, although the estimates provided infra
for the initial payment amounts to each valid actual damage award claimant will not
change.

⁶ The Settlement Agreement provides that "any unclaimed or uncashed
Convenience Awards" "will expire after ninety (90) days from issuance and the
amount thereof added to the amounts available for payment of the Predetermined
Actual Damage Awards." *Ibid* at ¶7.7.b. (iii). (Dkt. No. 384, p.37.) Given the
certainty that some Convenience Award payments will go unclaimed or uncashed

1 Payment of this amount in Actual Damage Awards will leave remaining in
2 the Settlement Fund, after deducting accrued and estimated future notice and
3 administrative costs,⁷ and attorneys fees and expenses, an estimated \$18,125,000.
4 This means that the remaining estimated⁸ 752,720 settlement claimants will receive
5 Convenience Awards of approximately \$24.07. (*See id.* at ¶ 10.)

6 Therefore, Settling Plaintiffs request that the Fairness Hearing for the
7 proposed settlement be completed on May 16, 2011, that their report be accepted,
8 and that the settlement be fully and finally approved.
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23 the amount paid to Actual Damage Award Claimants will increase.

24 ⁷ Excluding the notice costs associated with the Supplemental Notice campaign,
25 which the Settling Plaintiffs Counsel has agreed, and the Court has ordered, will be
deducted from the amount awarded by the Court for attorneys' fees. (Dkt. No.
742.)

26 ⁸ Estimated only because some of the 1716 claims which provided only the name
27 and personal identifying information may yet be validated by the Settlement
28 Administrator as Actual Damage Awards through reference to the documentation
which accompanied 268 of those claim forms and/or the original claim forms
submitted by those individuals.

1 Dated: April 22, 2011

Respectfully submitted,

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