

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:23-cv-2659

FEDERAL TRADE COMMISSION, and
CONSUMER FINANCIAL PROTECTION BUREAU,

Plaintiffs,

v.

TRANSUNION RENTAL SCREENING SOLUTIONS, INC., a Delaware corporation, and
TRANS UNION LLC, a Delaware limited liability company,

Defendants.

**STIPULATED ORDER FOR PERMANENT INJUNCTION,
MONETARY JUDGMENT, CIVIL PENALTY JUDGMENT, AND OTHER RELIEF**

The Federal Trade Commission (“FTC”) and Consumer Financial Protection Bureau (“Bureau”) (collectively, “Plaintiffs”) filed their Complaint for permanent injunctive relief, monetary relief, a civil penalty, and other relief in this matter, pursuant to Section 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 53(b); Section 621(a)-(b) of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681s(a)(1), (b)(1)(H); and Sections 1054(a) and 1055 of the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5564(a) and 5565. Defendants have waived service of the summons and the Complaint. Plaintiffs and Defendants stipulate to the entry of this Stipulated Order for Permanent Injunction, Monetary

Judgment, Civil Penalty Judgment, and Other Relief (“Order”) to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over the parties and the subject matter in this action.
2. The Complaint charges that Defendants violated the FCRA, 15 U.S.C. §§ 1681-1681x, in the sale of Consumer Reports by TransUnion Rental Screening Solutions, Inc.
3. Defendants neither admit nor deny any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendants admit to the facts necessary to establish jurisdiction over them and the subject matter of this action.
4. Defendants waive any claim that they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agree to bear their own costs and attorney fees.
5. Defendants and the FTC waive all rights to appeal or otherwise challenge or contest the validity of this Order.
6. Defendants and the Bureau waive all rights to appeal or otherwise challenge or contest the validity of this Order. Defendants do not intend to waive, and thus expressly reserve, their ability to assert that the Bureau’s funding mechanism violates the Appropriations Clause in any other proceeding brought against them by the Bureau, such as in *Consumer Financial Protection Bureau v. TransUnion, et al.*, No. 1:22-cv-1880 (N.D. Ill.), but Defendants will not claim that this Order is invalid.
7. The parties agree that this Order resolves all allegations in the Complaint.

DEFINITIONS

For the purpose of this Order, the following definitions apply:

A. **“Adverse Action”** means:

1. A denial or cancellation of, an increase in any charge for, or a reduction or other adverse or unfavorable change in the terms of coverage or amount of, any insurance, existing or applied for, in connection with the underwriting of insurance;
2. A denial of employment or any other decision for employment purposes that adversely affects any current or prospective employee;
3. A denial or cancellation of, an increase in any charge for, or any other adverse or unfavorable change in the terms of, a license or other benefit granted by a governmental instrumentality required by law to consider an applicant’s financial responsibility or status; or
4. An action taken or determination that is:
 - a) made in connection with an application that was made by, or a transaction that was initiated by, any consumer, or in connection with a review of an account to determine whether the consumer continues to meet the terms of the account; and
 - b) adverse to the interests of the consumer.

B. **“Affected Consumers”** includes:

1. Each consumer who, between December 1, 2015 and the date of entry of this Order, disputed a record with Defendants, either directly or through a reseller, which resulted in

a change related to an Eviction Proceeding Record that the Defendants associate with such consumer, and where the dispute concerned the disposition or outcome of an Eviction Proceeding, a “judgment amount” associated with an Eviction Proceeding, or the reporting of a Sealed Record from an Eviction Proceeding.

2. Each consumer for whom the following conditions are met:
 - a) Defendants issued a recommendation between September 1, 2016 and the date of entry of this Order that the consumer’s application for housing be denied based on an Eviction Proceeding Record that the Defendants associated with such consumer and the criteria associated with the customer receiving the recommendation, and
 - b) Defendants associated an Eviction Proceeding Record with the consumer that did not have an associated final outcome.

C. **“Background Screening Report”** means a Consumer Report provided for employment or rental background screening purposes that incorporates or includes either an Eviction Proceeding Record or criminal record information or otherwise reflects a search for Eviction Proceeding Records or criminal record information, including when provided to a reseller.

D. **“Bureau Enforcement Director”** means the Assistant Director of the Office of Enforcement for the Bureau, or his or her delegate.

E. **“Consumer Report”** means any written, oral, or other communication of any information by a Consumer Reporting Agency bearing on a consumer’s credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living

which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for any of the following purposes:

1. Credit or insurance to be used primarily for personal, family, or household purposes;
2. Employment purposes;
3. By a person which the Consumer Reporting Agency has reason to believe:
 - a) intends to use the information for employment purposes,
 - b) intends to use the information in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or
 - c) otherwise has a legitimate business need for the information (i) in connection with a business transaction that is initiated by the consumer, or (ii) to review an account to determine whether the consumer continues to meet the terms of the account; or
4. Any purpose authorized by 15 U.S.C. § 1681b.

F. **“Consumer Reporting Agency”** means any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing Consumer Reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing Consumer Reports.

G. **“Consumer’s File”** means, when used in connection with information concerning any consumer, all of the information on that consumer recorded and retained by a Consumer Reporting Agency regardless of how the information is stored.

H. **“Defendants”** means Trans Union LLC, a Delaware limited liability company, and TransUnion Rental Screening Solutions, Inc., a Delaware corporation, which is a subsidiary of Trans Union LLC as of the date of entry of this Order, individually, collectively, or in any combination, and their successors and assigns.

I. **“Eviction Proceeding”** means any legal proceeding concerning a consumer’s habitation in, occupation of, or possession of land or real property and, where applicable, related monetary claims, including for rent or damages, such as eviction or forcible entry and detainer proceedings and any other proceedings reported in the same category as eviction or forcible entry and detainer proceedings. This term does not include mortgage-related proceedings against mortgagors that relate solely to mortgage payments and do not relate to the mortgagor’s habitation, occupation, or use of the property.

J. **“Eviction Proceeding Record”** means any record associated with an Eviction Proceeding.

K. **“Frequency Report”** means a report showing the frequency with which Eviction Proceeding Records are updated.

L. **“Investigative Consumer Report”** means a Consumer Report or portion thereof in which information on a consumer’s character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with neighbors, friends, or associates of the consumer reported on or with others with whom he is acquainted or who may have

knowledge concerning any such items of information. However, such information shall not include specific factual information on a consumer's credit record obtained directly from a creditor of the consumer or from a Consumer Reporting Agency when such information was obtained directly from a creditor of the consumer or from the consumer.

M. **“Related Consumer Action”** means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against either or both Defendants based on substantially the same facts as described in the Complaint.

N. **“Sealed Record”** means a record that has been sealed, expunged, or similarly excluded from the public record.

ORDER

I. PROHIBITED BUSINESS ACTIVITIES

IT IS ORDERED that Defendants and their officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with the provision of Background Screening Reports are hereby permanently restrained and enjoined from:

A. Failing to maintain reasonable procedures to assure maximum possible accuracy of the information concerning the individual about whom a Background Screening Report relates, including reasonable procedures designed to:

1. Prevent the inclusion of multiple filings for the same Eviction Proceeding;
2. Accurately reflect dispositions of Eviction Proceedings;
3. Label data fields to describe accurately the contents of the data field; and
4. Ensure that Sealed Records are not included in Background Screening Reports;

B. Failing to, upon a consumer's request for such Consumer's File, clearly and accurately disclose to the consumer all sources of all information in the Consumer's File, including but not limited to any vendors or other third parties from which Defendants directly acquire criminal record or Eviction Proceeding Record information in the Consumer's File; except that the sources of information acquired solely for use in preparing an Investigative Consumer Report and actually used for no other purpose need not be disclosed;

II. AFFIRMATIVE REQUIREMENTS

IT IS FURTHER ORDERED that Defendants must, in connection with the provision of Background Screening Reports:

A. Develop, implement, and follow written procedures reasonably designed to prevent the inclusion in Background Screening Reports of any of the following: (1) any Sealed Record, (2) any Eviction Proceeding Record that does not have a final outcome, (3) multiple filings for any Eviction Proceeding, (4) any filing for an Eviction Proceeding other than the most recent filing evidencing the outcome or superseding post-judgment filing, such as satisfaction or release of a final judgment, or (5) any monetary amount associated with an Eviction Proceeding Record other than a final judgment amount or an amount reflecting full or partial satisfaction of such judgment, provided that Defendants must disclose to customers that any amount reported may include attorney or court fees or costs. Defendants also must monitor the effectiveness of the procedures, take corrective action to address identified issues, and retain records sufficient to demonstrate the implementation of this provision;

B. Maintain a program to regularly monitor consumer dispute data relating to criminal records and Eviction Proceeding Records and to take corrective action internally or with public

records providers, including but not limited to vendors or other third parties from which Defendants directly acquire criminal record or Eviction Proceeding Record information, that includes root cause analysis of aggregated issues, and retain records sufficient to demonstrate the program, the issues identified, and the corrective action taken;

C. Maintain a committee, comprised of individuals responsible for: (1) the execution of Defendants' compliance with the FCRA with respect to the provision of Background Screening Reports; and (2) overseeing Defendants' compliance with this Order and the programs required by this Section. The committee must: (1) meet at least quarterly, (2) retain records sufficient to demonstrate the work of the committee, including minutes and materials from each meeting, and (3) regularly report on its work and Defendants' compliance with the FCRA with respect to the provision of Background Screening Reports and this Order to the Board of Directors or a committee of the Board of Directors of the ultimate parent entity that controls Defendants (which as of the date of entry of this Order, is the publicly-traded company TransUnion); and

D. Retain all Frequency Reports created by any Defendant, if any, and received from Eviction Proceeding Record providers.

III. CONSUMER'S FILE DISCLOSURES

IT IS FURTHER ORDERED that Defendant TransUnion Rental Screening Solutions, Inc. must provide to any consumer, upon request and at no charge, all information in that Consumer's File at the time of the request, including but not limited to all information that Defendant TransUnion Rental Screening Solutions, Inc. might provide to a customer or end user.

IV. ADVERSE ACTION TEMPLATE

IT IS FURTHER ORDERED that Defendant TransUnion Rental Screening Solutions,

Inc. must make available to its customers and other end users of its Consumer Reports provided for rental background screening purposes a template for written Adverse Action notices consistent with the requirements of 15 U.S.C § 1681m. In addition, the template must also prompt the customer or end user to attach a copy of the Consumer Report and state the principal reason(s) for the Adverse Action. Defendant TransUnion Rental Screening Solutions, Inc. must make the template publicly available, including on its websites in close proximity to information about its provision of Consumer Reports provided for rental background screening purposes.

V. ORDER TO PAY REDRESS

IT IS FURTHER ORDERED that:

- A. Within 10 days of entry of this Order, Defendants must reserve or deposit into a segregated deposit account Eleven Million Dollars (\$11,000,000) for the purpose of providing redress to Affected Consumers as required by this Section.
- B. Within 60 days of entry of this Order, Defendants must submit to the Bureau Enforcement Director for review and non-objection a comprehensive written plan for providing redress consistent with this Order (“Redress Plan”). The Bureau Enforcement Director will have the discretion to make a determination of non-objection to the Redress Plan or direct the Defendants to revise it. Each time the Bureau Enforcement Director directs the Defendants to revise the Redress Plan, the Defendants must revise and resubmit the Redress Plan to the Bureau Enforcement Director within 15 days. After receiving notification that the Bureau Enforcement Director has made a determination of non-objection to the Redress Plan, the Defendants must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.

C. The Redress Plan must:

1. Specify the methodology that Defendants are using to identify Affected Consumers and state the number of Affected Consumers;
2. Require Defendants to compensate by check each Affected Consumer on a pro rata basis;
3. Identify the amount of redress to be provided to each Affected Consumer;
4. Describe the processes for issuing, delivering, and tracking payments to all Affected Consumers, including the processes for handling any unclaimed funds;
5. Specify the methodology Defendants will use to identify the mailing address for each Affected Consumer, which must include reasonable efforts to identify current mailing addresses, including and in addition to the U.S. Postal Service National Change of Address database;
6. Provide that Defendants will send each Affected Consumer an explanatory letter that includes a statement that redress is being provided in accordance with the terms of this Order and states why the Affected Consumer is receiving the redress, as well as how the consumer can request a free copy of a Consumer Report for such consumer (“Redress Notification Letter”);
7. Provide that Defendants shall not include in any envelope containing a Redress Notification Letter any materials other than the Redress Notification Letter and a payment to the Affected Consumer, unless Defendants have written confirmation from the Bureau that the Bureau does not object to the inclusion of additional materials;

8. Provide that if an initial mailing attempt fails, Defendants shall conduct further research to identify the Affected Consumer's current mailing address and make at least one further mailing attempt;
9. Provide an exemplar of the Redress Notification Letter and envelope;
10. Describe timeframes and deadlines for implementing the Redress Plan, including the period during which redress checks will remain valid and available to negotiate;
11. State that Defendants will pay all costs of administering redress required by this Order; and
12. Describe all reporting that Defendants will provide to the Bureau and FTC concerning the Defendants' provision of redress.

D. After completing the Redress Plan, if the amount of redress provided to Affected Consumers is less than Eleven Million Dollars (\$11,000,000), within 30 days of the completion of the Redress Plan, Defendants must pay to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions, the difference between the amount of redress provided to Affected Consumers and Eleven Million Dollars (\$11,000,000).

E. The Bureau may use these remaining funds to pay additional redress to Affected Consumers. If the Bureau determines, in its sole discretion, that additional redress to Affected Consumers is wholly or partially impracticable or otherwise inappropriate, or if funds remain after the additional redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury. Defendants will have no right to challenge any actions that the Bureau or its representatives may take under this section.

F. Defendants may not condition the payment of any redress to any Affected Consumer under this Order on that Affected Consumer waiving any right.

VI. ORDER TO PAY CIVIL MONEY PENALTY

IT IS FURTHER ORDERED that:

A. Under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law alleged in the Complaint, Defendants must pay a civil money penalty of Four Million Dollars (\$4,000,000) to the Bureau.

B. Within 10 days of entry of this Order, Defendants must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.

C. The civil money penalty paid under this Order will be deposited in the Civil Penalty Fund of the Bureau as required by Section 1017(d) of the CFPA, 12 U.S.C. § 5497(d).

D. Defendants must treat the civil money penalty paid under this Order as a penalty paid to the government for all purposes. Regardless of how the Bureau ultimately uses those funds, Defendants may not:

1. Claim, assert, or apply for a tax deduction, tax credit, or any other tax benefit for any civil money penalty paid under this Order; or
2. Seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, with regard to any civil money penalty paid under this Order.

VII. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

- A. In the event of any default on Defendants' obligations to make payment under this Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the date of default to the date of payment, and will immediately become due and payable.
- B. Defendants relinquish all dominion, control, and title to the funds paid under this Order to the fullest extent permitted by law and no part of the funds may be returned to Defendants.
- C. The facts alleged in the Complaint will be taken as true and be given collateral estoppel effect, without further proof, in any proceeding based on the entry of this Order, or in any subsequent civil litigation by or on behalf of the Bureau or the FTC, including in a proceeding to enforce the Bureau's rights to any payment or monetary judgment under this Order, such as a nondischargeability complaint in any bankruptcy case.
- D. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Bureau under Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and for such purposes this Order will have collateral estoppel effect against each Defendant, even in such Defendant's capacity as debtor-in-possession.
- E. Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Defendants previously submitted to the FTC and Bureau, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

F. Within 30 days of the entry of a final judgment, order, or settlement in a Related Consumer Action, the affected Defendant must notify the Bureau of the final judgment, order, or settlement in writing. That notification must indicate the amount of redress, if any, that such Defendant paid or is required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Defendants may not argue that any Defendant is entitled to, nor may any Defendant benefit by, any offset or reduction of any monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action or because of any payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory monetary remedies imposed against a Defendant based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, that Defendant must, within 30 days after entry of a final order granting such offset or reduction, notify the Bureau and pay the amount of the offset or reduction to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

VIII. COOPERATION

IT IS FURTHER ORDERED that Defendants must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Defendants must provide such information in their or their agents' possession or control within 14 days of receiving a written request from the Bureau.

IX. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Defendants obtain acknowledgments of receipt of this Order:

- A. Each Defendant, within 7 days of entry of this Order, must submit to the FTC and Bureau an acknowledgment of receipt of this Order sworn under penalty of perjury.
- B. For 5 years after entry of this Order, each Defendant must deliver a copy of this Order to:
 - (1) all principals, officers, directors, and LLC managers and members;
 - (2) all business leaders and senior managers who have responsibilities related to the subject matter of the Order;
 - (3) any service providers who have responsibilities related to the subject matter of the Order; and
 - (4) any business entity resulting from any change in structure as set forth in the Section titled “Compliance Reporting.” Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.
- C. From each individual or entity to which a Defendant delivered a copy of this Order, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

X. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defendants make timely submissions to the FTC and Bureau:

- A. Within 7 days of the entry of this Order:
 - 1. Defendant Trans Union LLC must, sworn under penalty of perjury: (1) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Bureau or FTC may use

to communicate with that Defendant; (2) identify all of Defendant Trans Union LLC's businesses involved in providing legal or compliance support to Defendant TransUnion Rental Screening Solutions, Inc. by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; and (3) describe the legal or compliance support provided to Defendant TransUnion Rental Screening Solutions, Inc. and the involvement of any other Defendant.

2. Defendant TransUnion Rental Screening Solutions, Inc. must, sworn under penalty of perjury: (1) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Bureau or FTC may use to communicate with that Defendant; (2) identify all Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; and (3) describe the activities of each such business, including the products and services offered, and the involvement of any other Defendant.

B. Ninety days after entry of this Order, each Defendant must submit to the FTC and Bureau a list of all persons and their titles to whom this Order has been delivered pursuant to the Section of this Order titled "Order Acknowledgements."

C. One year after entry of this Order, each Defendant must submit a compliance report to the FTC and Bureau, sworn under penalty of perjury, in which, at a minimum, each Defendant must (1) describe in detail whether and how that Defendant is in compliance with each paragraph of this Order; and (2) provide a copy of each Order Acknowledgment obtained pursuant to the

Section of this Order titled “Order Acknowledgements,” unless previously submitted to the FTC and Bureau.

D. For 5 years after entry of this Order, each Defendant must submit a compliance notice to the FTC and Bureau, sworn under penalty of perjury, at least 30 days before, or within 14 days after learning of the change, whichever is sooner, of any change to the following: (1) any designated point of contact; (2) the structure of any Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order; (3) the type or format of Background Screening Reports that Defendant offers; (4) if that Defendant begins providing Consumer Reports to customers in the United States or concerning consumers or transactions in the United States that include an Eviction Proceeding Record or criminal record information but are not Background Screening Reports; or (5) if any entity that Defendant has a majority ownership interest in or controls directly or indirectly that is not covered by the Sections of this Order titled “Prohibited Business Activities” or “Affirmative Requirements” begins providing Consumer Reports to customers in the United States or concerning consumers or transactions in the United States that include any Eviction Proceeding Record or criminal record information.

E. Each Defendant must submit to the FTC and Bureau notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant within 14 days of its filing.

F. Defendants must submit to the FTC and Bureau reports under penalty of perjury on all payments made pursuant to this Order. Defendants must submit a report quarterly and at the conclusion of redress and any disgorgement summarizing their payment compliance, including stating the total number of, and dollar amounts for, Affected Customers, checks mailed, and checks negotiated.

G. Any submission to the FTC or Bureau required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature.

H. Unless otherwise directed by an FTC representative in writing, all submissions to the FTC pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: FTC & CFPB v. TransUnion 1823204.

I. Unless otherwise directed by a Bureau representative in writing, all submissions to the Bureau pursuant to this Order must be emailed to Enforcement_Compliance@cfpb.gov, with the subject line, “FTC and CFPB v. TransUnion Rental Screening Solutions, Inc. and Trans Union LLC, Case No. [Insert District Court Case Number].”

XI. RECORDKEEPING PROVISIONS

IT IS FURTHER ORDERED that Defendants must create certain records for 5 years after entry of this Order and retain each such record for 5 years. Specifically, Defendants, in

connection with the provision of Background Screening Reports, must create and retain the following records:

- A. Accounting records showing the revenues from all products or services sold;
- B. Personnel records showing, for each person providing services, whether as an employee or otherwise: name, addresses, and telephone numbers; job title or position; dates of service; and, if applicable, the reason for termination;
- C. Complaints concerning the subject matter of this Order, whether received directly or indirectly, such as through a third party, and any response;
- D. All employee training materials concerning the subject matter of this Order; and
- E. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the FTC or Bureau.

XII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendants' compliance with this Order:

- A. Within 14 days of receipt of a written request from the FTC or Bureau, Defendants must submit additional compliance reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
- B. For purposes of this Section, the FTC or Bureau may communicate directly with Defendants, unless Defendants retain counsel related to these communications.
- C. Defendants must permit FTC or Bureau representatives to interview any employee or other person affiliated with Defendants who has agreed to such an interview regarding: (a) this

matter; (b) anything related to or associated with the conduct described in the Complaint; or (c) compliance with the Order. The person interviewed may have counsel present.

D. Nothing in this Order will limit the FTC's or Bureau's lawful use of civil investigative demands under 15 U.S.C. § 57b-1 or 12 C.F.R. § 1080.6 or other compulsory process.

XIII. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

SO ORDERED this ___ day of _____, 2023.

UNITED STATES DISTRICT JUDGE

SO STIPULATED AND AGREED:

FOR PLAINTIFFS:

FOR FEDERAL TRADE COMMISSION

Dated: October 10, 2023

s/Whitney Moore

WHITNEY MOORE (DC Bar No. 496842)

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Division of Privacy and Identity Protection

Federal Trade Commission

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**FOR CONSUMER FINANCIAL PROTECTION
BUREAU**

Dated: October 10, 2023

s/Emily Sachs

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FOR DEFENDANTS:

Dated: October 5, 2023

s/Valerie L. Hletko
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**FOR TRANSUNION RENTAL SCREENING
SOLUTIONS, INC.**

Dated: October 5, 2023

s/Timothy J. Martin
TIMOTHY J. MARTIN
Executive Vice President – Solutions, Trans
Union LLC
(Authorized Signatory for TransUnion Rental
Screening Solutions, Inc.)

FOR TRANS UNION LLC

Dated: October 5, 2023

s/Timothy J. Martin
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Executive Vice President – Solutions