

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division**

MARY HEATHER MCAFEE, ZAHER MURRAY )  
and GEORGE WRIGHT, on behalf of themselves )  
and all similarly situated individuals, )

Plaintiffs, )

v. )

Civil Action No. 3:23-cv-439

MERIDIANLINK, INC., )

Defendant. )

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**INJUNCTIVE RELIEF ORDER**

On [DATE], 2024, the Court entered its Order granting the Motion for Final Approval of Class Action Settlement and Entry of Final Judgment and Order (ECF No. [ ]) Under that Order and Section 4.6 of the Settlement Agreement and Release executed July 15, 2024 (the “Agreement”) (ECF No. [ ]), the Court enters this Injunctive Relief Order, hereby ordering that Defendant complies with the following:

1. For purposes of this Injunctive Relief Order, the Court adopts and incorporates the definitions of the defined terms set forth in the Agreement. The terms of this Injunctive Relief Order are intended to reflect the Injunctive Relief provisions in the Agreement and shall not be construed to impose any obligations or requirements in addition to those set forth in the Agreement.

2. With respect to any post-injunction Tri-Merge Report provided through Mortgage Credit Link (“MCL”) and involving a deceased indicator from less than three National Credit Reporting Agencies (“NCRAs”) where the Customer CRA has elected to suppress data from NCRAs with a deceased indicator, Defendant MeridianLink, Inc. will provide the Customer CRA with the option to add its own clarifying text alert in a report line or section associated with the

particular NCRA reporting said indicator on any report generated through MCL. MeridianLink will include the following statement as a default and will notify its customers that, in the event they do not elect an alternative, this is the statement that will appear: *Unable to deliver report. Please confirm consumer personal information used in the application and contact [Customer CRA] for more information about how to reorder report.*

3. With respect to any post-injunction Tri-Merge Report provided through MCL and involving a deceased indicator from only one NCRA, where the Customer CRA has elected to include data from NCRA's with a deceased indicator, MeridianLink will pass through to the Customer CRA the text alert from the particular NCRA reporting said indicator.

4. All reports provided through MCL that include deceased information as described in Sections 2 and 3 above, will include the following statement as a default that can be changed at the sole election and discretion of the Customer CRA: *This report contains credit information provided by the three national credit bureaus, Equifax (EFX), Experian (XPN), and TransUnion (TUC). If, upon review of the information contained within this merged credit report, you believe that any information is inaccurate or incomplete, please contact [Customer CRA].*

5. If any Class Member has a claim or dispute regarding Defendant's compliance with this Agreement, including the implementation of Injunctive Relief, such Class Member shall first submit, *pro se* or through counsel, his or her dispute directly to Defendant as provided in Section 7.4 of the Agreement before taking any other action. Upon receipt of such dispute, Defendant shall provide a copy to Class Counsel. Defendant shall have thirty (30) days to investigate the dispute and respond to the Class Member, with a copy to Class Counsel, before any motion for relief is ripe.

6. Any good faith action by Defendant reasonably necessary to comply with any federal, state, or local law, enactment, regulation, or judicial ruling shall not constitute a violation of this Order or a breach of the Agreement. In the event any obligation of Defendant hereunder becomes inconsistent with any federal, state, or local law, enactment, regulation, or judicial ruling or if the Settlement Class (or any subset) agrees to impose less stringent requirements on any competitor of Defendant, then Defendant shall be released from performing such obligation after notice to the Court and Class Counsel. Any objection to such change in procedure shall be made to the Court by Class Counsel within ten (10) days of such notice.

7. This Injunctive Relief Order is consented to by Defendant as part of a negotiated compromise and does not constitute an admission of liability or wrongdoing. Further, nothing in this Injunctive Relief Order shall establish or imply that Defendant (i) is regulated by the Fair Credit Reporting Act or state equivalents; (ii) is a consumer reporting agency, reseller, or user; or (iii) creates, assembles, or provides “consumer reports” under the law. Defendant shall retain any available arguments, defenses, and factual bases to the contrary.

8. The Court reserves continuing jurisdiction over the Parties with respect to matters relating to this Injunctive Relief Order.

9. None of the parties, including any Settlement Class Member, shall be entitled to the recovery of attorneys’ fees, costs, or other expenses in connection with any efforts to monitor compliance with this Injunctive Relief Order.

**IT IS SO ORDERED**, this \_\_\_ day of \_\_\_, 2024.

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RODERICK C. YOUNG  
UNITED STATES DISTRICT JUDGE