



its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.

5. This agreement is for settlement purposes only and does not constitute an admission by proposed respondent that the law has been violated as alleged in the draft complaint, or that the facts as alleged in the draft complaint are true.
6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following order in disposition of the proceeding, and (2) make information about it public. When so entered, the order shall have the same force and effect and may be altered, modified, or set aside in the same manner and within the same time provided by statute for other orders. The order shall become final upon service. Delivery of the complaint and the decision and order to proposed respondent's address as stated in this agreement by any means specified in Section 4.4(a) of the Commission's Rules shall constitute service. Proposed respondent waives any right it may have to any other means of service. The complaint may be used in construing the terms of the order. No agreement, understanding, representation, or interpretation not contained in the order or the agreement may be used to vary or contradict the terms of the order.
7. Proposed respondent has read the draft complaint and consent order. It understands that it may be liable for civil penalties in the amount provided by law and other appropriate relief for each violation of the order after it becomes final.

## **ORDER**

### **DEFINITIONS**

For purposes of this order, the following definitions shall apply:

1. Unless otherwise specified, "respondent" shall mean: Equifax Information Services LLC, its successors and assigns, and its officers, agents, representatives, and employees.
2. "Commerce" shall mean as defined in Section 4 of the Federal Trade Commission Act, 15 U.S.C. § 44.
3. The definitions set forth in the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681a, *et seq.*, which is attached as Appendix A to this order, shall apply.
4. "Debt relief product or service" means any product, service, plan, or program represented, expressly or by implication, to renegotiate, settle, or in any way alter the

terms of payment or other terms of the debt or obligation, including but not limited to a tax debt or obligation, between a person and one or more unsecured creditors or debt collectors, including but not limited to, a reduction in the balance, interest rate, or fees owed by a person to an unsecured creditor or debt collector by any person other than the unsecured creditor who holds the debt at issue. Debt relief product or service does not include the creation of a new loan to consolidate debts of a consumer.

5. “Mortgage assistance relief product or service” means any product, service, plan, or program, offered or provided to the consumer in exchange for consideration, by any person other than the dwelling loan holder, that is represented, expressly or by implication, to assist or attempt to assist the consumer with any of the following:
  - a. stopping, preventing, or postponing any mortgage or deed of trust foreclosure sale for the consumer’s dwelling, any repossession of the consumer’s dwelling, or otherwise saving the consumer’s dwelling from foreclosure or repossession;
  - b. negotiating, obtaining, or arranging a modification of any term of a dwelling loan, including a reduction in the amount of interest, principal balance, monthly payments, or fees;
  - c. obtaining any forbearance or modification in the timing of payments from any dwelling loan holder or servicer on any dwelling loan;
  - d. negotiating, obtaining, or arranging any extension of the period of time within which the consumer may: (1) cure his or her default on a dwelling loan, (2) reinstate his or her dwelling loan, (3) redeem a dwelling, or (4) exercise any right to reinstate a dwelling loan or redeem a dwelling; or
  - e. obtaining any waiver of an acceleration clause or balloon payment contained in any promissory note or contract secured by any dwelling; or
  - f. negotiating, obtaining, or arranging: (1) a short sale of a dwelling, (2) a deed-in-lieu of foreclosure, or (3) any other disposition of a dwelling loan other than a sale to a third party that is not the dwelling loan holder.
6. “Prescreening” or “prescreened list” shall refer to the process and the resulting lists covered by sections 603(l), 604(c), 604(e), and 615(d) of the FCRA, 15 U.S.C. §§ 1681a(l), 1681b(c), 1681b(e), and 1681m(d).

#### I.

**IT IS ORDERED** that respondent, directly or through any corporation, subsidiary, division, website, or other device, in connection with the compilation, creation, sale, or

dissemination of any prescreened list, is hereby prohibited from:

- A. Furnishing a prescreened list to any person which respondent does not have reason to believe has a permissible purpose under section 604(c) of the FCRA, 15 U.S.C. § 1681b(c).
- B. Failing to maintain reasonable procedures designed to limit the furnishing of prescreened lists to the purposes listed under section 604(c) of the FCRA, 15 U.S.C. § 1681b(c), as set forth in section 607(a) of the FCRA, 15 U.S.C. § 1681e(a), including:
  - 1. Failing to require that prospective users of the information identify themselves, certify the purposes for which the information is sought, and certify that the information will be used for no other purpose;
  - 2. Failing to make a reasonable effort to verify the identity of a new prospective user and the uses certified by such prospective user prior to furnishing such user a prescreened list; and
  - 3. Furnishing a prescreened list to any person respondent has reasonable grounds for believing will use it for a purpose not listed in section 604(c) of the FCRA, 15 U.S.C. § 1681b(c).
- C. Furnishing consumer reports pursuant to section 604(c) of the FCRA, 15 U.S.C. 1681b(c), in connection with solicitations for debt relief products or services, or mortgage assistance relief products or services, offered by entities that respondent has reasonable grounds for believing charge advance fees for such services, *i.e.*, fees collected prior to the provision of such services. This prohibition shall not apply to solicitations for refinancing of a dwelling loan, or services offered by attorneys.

## II.

**IT IS FURTHER ORDERED** that respondent shall pay \$392,803 to the Federal Trade Commission, as follows:

- A. Within seven (7) days of service of this order, respondent shall transfer the sum to the Commission by electronic funds transfer in accordance with instructions previously provided by a representative of the Commission. These funds will be deposited in the United States Treasury as disgorgement.
- B. In the event of any default on any obligation to make payment under this order, which default continues for ten (10) days beyond the due date of the payment, interest shall accrue, computed pursuant to 28 U.S.C. § 1961, from the date of default to the date of payment.

- C. Respondent relinquishes all dominion, control, and title to the funds paid to the fullest extent permitted by law. Respondent shall make no claim to or demand return of the funds, directly or indirectly, through counsel or otherwise.
- D. This order for equitable monetary relief is solely remedial in nature and is not a fine, penalty, punitive assessment, or forfeiture.

### **III.**

**IT IS FURTHER ORDERED** that, for five (5) years after the date of issuance of this order, respondent, and its successors and assigns, shall maintain and upon request make available to the Federal Trade Commission business records demonstrating compliance with the terms and provisions of this order, including but not limited to:

- A. Files containing the names, addresses, telephone numbers, and all certifications made by persons seeking to obtain prescreened lists from respondent in order to finance the product or service provided by a third party, and all materials considered by respondent in connection with its verification of the identity of those persons and verification of the certifications made by those persons;
- B. Copies of all training materials and marketing materials that relate to respondent's prescreening activities as alleged in the complaint and respondent's compliance with the provisions of this order; and
- C. All records necessary to demonstrate full compliance with each provision of this order, including all submissions to the Commission.

### **IV.**

**IT IS FURTHER ORDERED** that, for five (5) years after the date of issuance of this order, respondent, and its successors and assigns, shall deliver a copy of this order to: (1) all current and future principals, officers, and directors; and (2) all current and future managers, employees, agents and representatives who have responsibilities with respect to the subject matter of this order, and shall secure from each such person a signed and dated statement acknowledging receipt of the order, with any electronic signatures complying with the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.* Respondent shall deliver this order to current personnel within thirty (30) days after the date of service of the order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

### **V.**

**IT IS FURTHER ORDERED** that respondent and its successors and assigns shall notify the Commission at least thirty (30) days prior to any change in respondent that may affect

compliance obligations arising under this order, including but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in respondent's name or address. *Provided, however*, that with respect to any proposed change about which respondent learns less than thirty (30) days prior to the date such action is to take place, respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. Unless otherwise directed by a representative of the Commission in writing, all notices required by this Part shall be sent by overnight courier (not the U.S. Postal Service) to the Associate Director of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580, with the subject line: In the Matter of Equifax Information Services LLC. Provided, however, that, in lieu of overnight courier, notices may be sent by first-class mail, but only if an electronic version of such notices is contemporaneously sent to the Commission at DEbrief@ftc.gov.

## VI.

**IT IS FURTHER ORDERED** that respondent and its successors and assigns shall, within sixty (60) days after the date of service of this order, file with the Commission a true and accurate report, in writing, setting forth in detail the manner and form in which respondent has complied with this order. Within ten (10) days of receipt of written notice from a representative of the Commission, respondent shall submit additional true and accurate written reports.

## VII.

This order will terminate twenty (20) years from the date of its issuance, or twenty (20) years from the most recent date that the United States or the Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Part of this order that terminates in less than twenty (20) years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and
- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

*Provided, further*, that if such complaint is dismissed or a federal court rules that the respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that this order will not terminate between the date such complaint is

filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

Dated: \_\_\_\_\_

**EQUIFAX INFORMATION SERVICES LLC**

By: \_\_\_\_\_

KENT E. MAST  
Vice President and General Counsel  
Equifax Information Services LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

CONSTANCE K. ROBINSON  
Kilpatrick Townsend & Stockton LLP  
Attorney for Respondent

**FEDERAL TRADE COMMISSION**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

KATHERINE ARMSTRONG  
AMANDA KOULOUSIAS  
KATHERINE WHITE  
Counsel for the Federal Trade Commission

APPROVED:

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ROBERT SCHOSHINSKI  
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Associate Director  
Division of Privacy and Identity Protection

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DAVID C. VLADECK  
Director  
Bureau of Consumer Protection