

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

MANDY WILSON, on behalf of	)	
herself and all other similarly situated,	)	Case No. 1:23-cv-00131-JPH-MJD
	)	
Plaintiff,	)	Judge Hanlon
	)	Magistrate Judge Dinsmore
v.	)	
	)	
TRANSUNION, LLC	)	
	)	
Defendant.	)	

**UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF THE  
PARTIES' CLASS ACTION SETTLEMENT AGREEMENT**

On May 23, 2025, the parties signed a Class Action Settlement Agreement which proposes to resolve this dispute on a class wide basis and for distribution of a \$2,500,000.00 common fund. Pursuant to Fed. R. Civ. P. 23(e), Plaintiff now moves for a Court order preliminarily approving the settlement and directing notice to the proposed settlement class. In support of her motion, which is not opposed by the Defendant, Plaintiff states as follows:

1. Plaintiff filed this case under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* ("FCRA"), alleging that Defendant TransUnion, LLC impermissibly furnished consumer reports to third parties in violation of § 1681b. As alleged in Plaintiff's first amended complaint (Dkt. 20), collection agency Portfolio Recovery Associates ("PRA") received notice that Plaintiff had received a bankruptcy discharge and thereafter, transmitted a DELETE code to TransUnion. This DELETE code transmission was designed to inform TransUnion that PRA no longer wished to obtain consumer reports pertaining to Plaintiff and to apprise TransUnion that it should refrain from sending further consumer reports pertaining to Plaintiff to PRA. Plaintiff's first amended

complaint goes on to allege that TransUnion continued to send consumer reports, despite transmission of the DELETE codes, for Plaintiff and a class of similarly situated consumers.

2. TransUnion mounted a vigorous defense, and the parties briefed a motion to dismiss and multiple motions to compel, exchanged thousands of documents in written discovery, subpoenaed documents and depositions from third party PRA, served initial expert reports, and conducted more than ten depositions. The parties also attended a private mediation, which was unsuccessful.

3. However, after TransUnion produced additional information disputing their receipt of PRA's DELETE codes for a particular series of dates, the parties began discussing settlement again in earnest, and for several weeks, engaged in multiple rounds of back and forth, arms-length negotiations.

4. The parties are now pleased to present for this Court's approval a proposed class action settlement which will result in an automatic payment to each class member who does not opt out of approximately \$40.00 after payment of notice and administration costs, an incentive award to the Plaintiff, and attorneys' fees. Significantly, in addition to this monetary benefit, TransUnion undertook practice changes to ensure that the communication issues which existed between TransUnion and PRA and contributed to the continued transmission of consumer reports were remediated after the filing of this lawsuit.

5. Plaintiff submits a Memorandum of Law in further support of this motion for preliminary approval, which is being contemporaneously filed.

WHEREFORE, based on this motion and the supporting memorandum, Plaintiff respectfully requests that this Honorable Court preliminarily approve the parties' proposed Class Action Settlement Agreement and order notice to the Settlement Class of each member's right to

object or opt out. A proposed Preliminary Approval Order is attached to the Settlement Agreement as Exhibit A.

Respectfully submitted,

By: /s/ David M. Marco  
One of Plaintiff's Attorneys

David M. Marco  
IL Bar No. 6273315/FL Bar No. 125266  
SMITHMARCO, P.C.  
7204 Kyle Court  
Sarasota, Florida 34240  
Telephone: (312) 546-6539  
Facsimile: (888) 418-1277  
E-Mail: dmarco@smithmarco.com

Stacy M. Bardo (admitted *pro hac vice*)  
IL Bar No. 6271913  
Bardo Law, P.C.  
203 North LaSalle Street, Suite 2100  
Chicago, Illinois 60601  
Telephone: (312) 219-6980  
Facsimile: (312) 219-6981  
E-mail: stacy@bardolawpc.com