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September 21, 2017

Richard F. Smith
Chairman and Chief Executive Officer
Equifax Inc.
1550 Peachtree Street NE,
Atlanta, GA 30309

Dear Mr. Smith:

We write to express our deep concern regarding the rights of hardworking Americans to their day in court in the wake of the Equifax data breach, one of the largest and potentially most damaging in history. The economic security of nearly half of all Americans has been jeopardized because Equifax failed to safeguard our most sensitive information, which is now in the hands of criminals. Making matters worse, many of those affected by this massive security breach are unsure whether they even have legal recourse because of your company's use of forced arbitration clauses. Although Equifax has revised its policy in response to public outcry, this limited change is simply not enough given the systemic nature of this problem and the scope of the lives affected. We therefore request information concerning your plans to revise your terms of service and stance on the Consumer Financial Protection Bureau's (CFPB) arbitration rule to restore consumers' day in court.

As you know, credit reporting agencies collect and store Americans' most sensitive data: Social Security numbers, driver's licenses numbers, birthdays, and other forms of personally identifiable information. Once stolen, this data can be used by identity thieves for countless forms of fraudulent activity: opening fake bank accounts, filing fake tax returns, and other misconduct that has ruinous effects on the financial security of affected consumers.

Worse still, Equifax's terms of service initially included a forced arbitration clause for its credit-monitoring service, the only relief that your company offered the 143 million consumers affected by this data breach. As part of signing up for Equifax's credit monitoring protection necessary because of Equifax's data breach, enrollees were forced to agree to terms and conditions which contained arbitration clauses, cutting off their access to the courts. In response to widespread public alarm and outcry, Equifax has since revised these terms to clarify that "enrolling in the free credit file monitoring and identity theft protection products that we are offering as part of *this cybersecurity incident* does not prohibit consumers from taking legal

action.”¹ Your company’s revised terms of service further clarify that any claim brought by a consumer or Equifax “shall be subject to mandatory, binding arbitration” except for claims “related to the TrustedID Premier product, www.equifaxsecurity2017.com, www.trustedidpremier.com, www.trustedid.com or to the Equifax cybersecurity incident announced on September 7, 2017.”²

Americans are right to be outraged and frustrated. Forced arbitration clauses are a bald and predatory attempt to shield corporations from liability for their misconduct through the fine print of contracts. Americans unknowingly waive their legal rights and are forced into arbitration when disputes arise. In contrast to forced arbitration---a secretive, biased, and unfair---our courts are a guarantor of impartiality, fairness, and providing equal justice under the law for all Americans. The justice system is one of the few tools that everyday citizens have to fight deceitful and harmful business practices, vindicate their rights, and pursue justice.

In recognition of the importance of Americans’ access to justice, the CFPB has finalized a rule to eliminate forced arbitration from consumer financial product contracts. This protection restores the rights of Americans to their right to a day in court, and the transparency that comes with it, if their rights are violated by unscrupulous financial services and products. This new protection is vital for the economic security of the American people and our country’s commitment to the rule of law. Rather than support this commonsense protection, your company and others like it have reportedly campaigned against it, spending millions in campaign contributions and other efforts to undermine both the rule and the CFPB.³

The Equifax data breach has shaken public confidence in the entire credit rating industry. Now is the time to demonstrate your respect for the rights of your customers, not undermine them. Given these concerns, we ask whether you intend to revise your terms of service to protect Americans’ access to justice by eliminating your company’s use of forced arbitration and class action waivers. Furthermore, we ask whether you will end your opposition to the CFPB arbitration rule to restore consumers’ day in court.

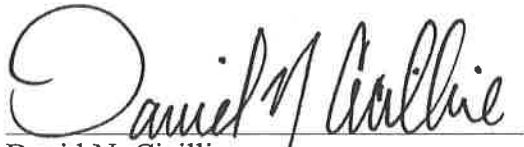
Thank you for your attention to this matter. We look forward to your response no later than October 1, 2017.

¹ Brian Fung, *Equifax finally responds to swirling concerns over consumers’ legal rights*, Wash. Post (Sept. 10, 2017), https://www.washingtonpost.com/news/the-switch/wp/2017/09/08/what-to-know-before-you-check-equifaxs-data-breach-website/?utm_term=.1c4b5f922335 (emphasis added).

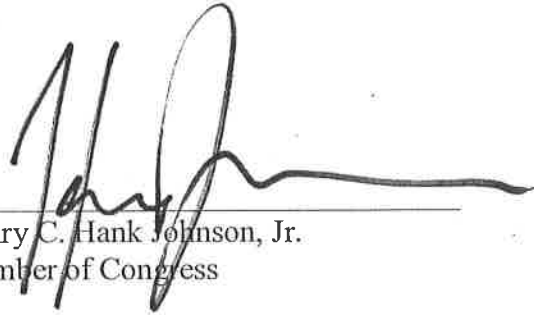
² EQUIFAX, *Terms of Use* (last visited Sept. 15, 2017), <http://www.equifax.com/terms/>.

³ Michael Hiltzik, *Before its massive data breach, Equifax fought to kill a rule allowing victims to sue*, L.A. TIMES (Sept. 11, 2017), <http://www.latimes.com/business/hiltzik/la-fi-hiltzik-equifax-arbitration-20170911-story.html>.

Sincerely,



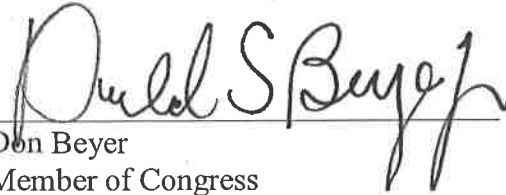
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Member of Congress



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Member of Congress



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Don Beyer
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