

**You may be eligible to receive a benefit from a class-action settlement if you purchased and paid for a credit score or credit monitoring from ConsumerInfo.com or an Experian Entity between June 17, 1998, and December 27, 2006.**

*A federal court authorized this notice. This is not a solicitation from a lawyer. You have not been sued.*

- The court has given preliminary approval to the settlement of a class-action lawsuit that will provide eligible Class Members with the opportunity to obtain, as a settlement benefit, either a credit score or 60 days of credit monitoring. Under the settlement, Defendants have also agreed not to make certain statements on particular websites.
- The settlement resolves a lawsuit over whether Defendants violated a federal statute known as the Credit Repair Organizations Act or are liable for claims where the stated basis is about improvement of a consumer's credit record, history, or rating. The settlement avoids costs and risks from continuing the lawsuit and provides benefits to individuals like you, in exchange for a release from liability.
- The lawyers representing the Class will ask the Court for their attorneys' fees and expenses since 2003 for investigating the facts, litigating the case, and negotiating the settlement. This amount will be paid separately by Defendants.
- Your legal rights are affected whether you act or not. Read this notice carefully.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>YOUR RIGHTS AND OPTIONS</b>	<b>WHAT THEY MEAN</b>	<b>DEADLINES</b>
<b>SUBMIT A REGISTRATION FORM ONLINE OR BY MAIL</b>	The only way to get a settlement benefit of either a credit score or 60 days of credit monitoring. You will choose your benefit, and you must keep all of your registration information updated. <b>If you choose credit monitoring, and you don't cancel your credit-monitoring membership after using your code to obtain the credit-monitoring benefit but prior to the expiration of the 60-day, settlement-benefit period, you will be billed at the then-applicable rate, which is currently \$9.95, for each month that you continue your membership.</b>	Registration will begin on the Effective Date of the settlement, and must be completed online by 60 days after the Effective Date, or mailed and postmarked on or before 60 days after the Effective Date.  To check on the Effective Date, visit <a href="http://www.browningsettlement.com">www.browningsettlement.com</a> . Do not contact the Court.
<b>EXCLUDE YOURSELF</b>	This is the only option that allows you to ever be part of any other lawsuit about the claims in this case. You will not be eligible for a settlement benefit. Any request for exclusion must be mailed to the Browning Settlement Administrator. Do not contact the Court.	Mailed and postmarked on or before <b>May 15, 2007</b>
<b>OBJECT</b>	Write to the Browning Settlement Administrator in order to tell the Court about why you don't like the settlement. Do not contact the Court.	Mailed and postmarked on or before <b>May 15, 2007</b>
<b>GO TO A HEARING</b>	Write to the Browning Settlement Administrator to ask to speak in Court about the fairness of the settlement.	Mailed and postmarked on or before <b>May 15, 2007</b>
<b>DO NOTHING</b>	You will automatically be included in the Settlement Class and give up your right to be part of any other lawsuit about the claims in this case, but you will not be eligible to receive a settlement benefit unless you submit a registration form.	None

QUESTIONS? CALL 1-800-399-4322 TOLL FREE, OR VISIT [www.browningsettlement.com](http://www.browningsettlement.com)

- These rights and options — **and the deadlines to exercise them** — as well as your obligations, are explained in this notice.
- The Court in charge of this case has scheduled a Final Fairness Hearing in order to decide whether to grant final approval to the settlement, before the United States District Court for the Northern District of California, on **July 31, 2007** at 10:00 A.M., in Courtroom 2, 280 South 1<sup>st</sup> Street, San Jose, California. The registration process will begin after the Court finally approves the settlement, after any appeals are resolved, and when the time for filing further appeals is over. This is called the Effective Date of the settlement.

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**BASIC INFORMATION**

**1. Why did I get this notice?**

Records indicate that you may be a Class Member because you entered into an agreement over the Internet with ConsumerInfo or any Experian Entity to purchase any Credit Check or Credit Check Monitoring (which were formerly known as CreditCheck<sup>®</sup> Monitoring Service), Credit Manager (including Yahoo! Credit Manager), Triple Alert, or Triple Advantage credit-monitoring product, or you paid for a credit score sold on a website that also sold one of those credit-monitoring products, between June 17, 1998 and December 27, 2006.

A Court directed this notice because you have a right to know about a proposed settlement of a class-action lawsuit, and about all of your rights, options, and obligations, before the Court decides whether to finally approve the settlement. If the Court approves the settlement, and after any objections or appeals are resolved, the Class Members who timely complete a Registration Form; are verified as Class Members; and follow the other instructions they receive will be eligible to obtain the benefits allowed by the settlement. This notice explains the lawsuit, the settlement, your legal rights and obligations, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Chuck Browning v. Yahoo! Inc., ConsumerInfo.com, Inc., and Experian North America, Inc.*, No. C04-01463 HRL. The person who sued is called Plaintiff, and the companies he sued are called Defendants. The company administering the settlement, The Garden City Group, Inc., is called the Browning Settlement Administrator. Another case in Alabama involving the same claims, known as *Ronald W. Helms v. ConsumerInfo.com, Inc.*, No. 03-1439 (N.D. Ala.), will be dismissed along with this settlement.

**2. What is this lawsuit about?**

Plaintiff filed this lawsuit claiming that Defendants violated a federal statute known as the Credit Repair Organizations Act (“CROA”), and making claims for unjust enrichment, constructive trust, and conspiracy. Defendants deny that they did anything wrong. The parties have agreed to this settlement to resolve this lawsuit without a trial and without Defendants’ admitting liability.

**3. Why is this a class action?**

In a class action, one person called the Class Representative (in this case Mr. Chuck Browning), sues on behalf of people who have similar claims. All these people are a Class or Class Members.

In a virtually identical case in Alabama known as *Helms v. ConsumerInfo.com, Inc.*, the federal court decided that the case did not satisfy the requirements for a class action, and the court decided not to certify a class. That case then went to mediation, where agreement was reached to a settlement of *Browning* on a class-action basis. Thus, even though the court in the related *Helms* case has already held that a class action is not appropriate for the claims brought in these cases, Plaintiff’s lawyers were able to persuade Defendants’ lawyers to agree to a nationwide class-action settlement in *Browning* and to provide benefits to the Settlement Class. ConsumerInfo and the Experian Entities have also agreed not to make certain statements on particular websites. Consequently, the Court in *Browning* has certified a tentative class action, for settlement purposes only. If the settlement is not finally approved, this case would no longer be certified as a class action.

#### 4. Why is there a settlement?

The Court has not decided the merits of the case in favor of Plaintiff or Defendants. Instead, both sides agreed to a nationwide class-action settlement. That way, they avoid the cost of a trial, and the people affected will receive settlement benefits. The Class Representative and the lawyers representing the class think the settlement is best for all Class Members. The Court in charge of this class action has already granted preliminary approval of this proposed settlement.

#### 5. What is the Effective Date of the Settlement?

The Effective Date is the date when the settlement will become completely final, all appeals will be resolved, and no one will have a right to seek further appeals of the settlement. You can visit the Settlement Website at [www.browningsettlement.com](http://www.browningsettlement.com), after **July 31, 2007**, to check on the progress of the settlement and the Effective Date.

### WHO IS IN THE SETTLEMENT

#### 6. How do I know if I am part of the settlement?

The Court has decided that everyone who fits the following description is a Class Member:

“all natural persons in the United States who, between June 17, 1998 and December 27, 2006, entered into an agreement over the Internet with ConsumerInfo or any Experian Entity to purchase any Credit Check or Credit Check Monitoring (which were formerly known as CreditCheck<sup>®</sup> Monitoring Service), Credit Manager (including Yahoo! Credit Manager), Triple Alert, or Triple Advantage credit-monitoring product (and/or any credit score sold on a website also selling any of the foregoing credit-monitoring products) and paid ConsumerInfo or any Experian Entity for that credit-monitoring product (and/or such a credit score) but did not later obtain complete refunds from any source of the full amount paid for that credit-monitoring product (and/or credit score).”

“Experian Entity” means Experian North America, Inc. and any company that is a subsidiary, parent, corporate affiliate, or division of Experian North America, Inc., and also includes CreditExpert, L.L.C.

If this notice was individually sent to you by email or U.S. postal mail, that means that you most likely are a Class Member.

#### 7. Are there exceptions to being included?

Excluded from being Class Members are Defendants’ officers, directors, and employees; Defendants’ attorneys; Plaintiff’s attorneys; the judge and the members of his immediate family; anyone who enrolled in credit monitoring pursuant to a free trial offer but never became a paying member of the credit-monitoring program; anyone who was a named plaintiff (as opposed to a putative class member) in a lawsuit pending against any of the Defendants as of the date of the order preliminarily approving the Settlement Agreement; and all persons who timely and validly request exclusion from the Class, in compliance with the requirements of this notice as explained at question 16.

#### 8. I’m still not sure if I am included.

If you are still not sure whether you are included, you can visit [www.browningsettlement.com](http://www.browningsettlement.com) for more information.

### THE SETTLEMENT BENEFITS

#### 9. What benefit am I being offered under the settlement?

Defendants have agreed that all eligible Class Members who complete a Registration Form within the time allowed, who are verified as Class Members, and who follow the other instructions they receive are eligible to receive their choice of either (i) a credit score or (ii) 60 days of credit monitoring. **If you choose credit monitoring, and you**

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**don't cancel your credit-monitoring membership after using your code to obtain the credit-monitoring benefit but prior to the expiration of the 60-day, settlement-benefit period, you will be billed at the then-applicable rate, which is currently \$9.95, for each month that you continue your membership. For more information on the credit-monitoring benefit, your obligations, and how to cancel, see Questions 10, 13, and 14 below.** In addition, ConsumerInfo and the Experian Entities have agreed not to make certain statements on particular websites.

## **HOW YOU RECEIVE A SETTLEMENT BENEFIT — SUBMITTING A REGISTRATION FORM**

### **10. How can I get my settlement benefit?**

To be eligible for a benefit, you must first complete the Online Registration Form at [www.browningsettlement.com](http://www.browningsettlement.com) no later than 60 days after the Effective Date and submit it online by midnight Pacific Time, or you must mail the Registration By Mail Form (available online) postmarked no later than 60 days after the Effective Date, to Registration - Browning Settlement Administrator P.O. Box 91141, Seattle, WA 98111-9241.

The Effective Date is the date when the settlement will become completely final, all appeals will be resolved, and no one will have a right to seek further appeals of the settlement. You can visit the Settlement Website at [www.browningsettlement.com](http://www.browningsettlement.com) after **July 31, 2007** to check on the progress of the settlement and the Effective Date.

When you complete the registration form, you will be required to make a one-time, irrevocable choice of whether you want a credit score or whether you want 60 days of credit monitoring. You cannot change your mind later once you have chosen a settlement benefit.

To complete the Online Registration Form or Registration By Mail Form, you must (1) provide your name, current postal address, current telephone number, current email address, date of birth, and Social Security number; (2) certify your status as a current or former customer, as applicable, who falls within the Settlement Class; (3) make a one-time irrevocable selection of which settlement benefit you want (either a credit score or 60 days of credit monitoring); and (4) attest that the information you provided is correct and that you have read and agree to the terms of this settlement, specifically including the release.

All registered Settlement Class Members must also use the Settlement Website to inform the Browning Settlement Administrator and Defendants of any changes or corrections to their registration information, including their name, postal address, telephone number, email address, date of birth, or social security number. It is very important that you keep all of your registration information updated, so that you will be able to receive by email the benefit code that you will use to obtain your settlement benefit.

After you have completed the registration form online or by mail, and if you have been verified as an eligible Class Member, you will receive by email a benefit code, instructions, and directions to a website that you can use to obtain whichever settlement benefit you elected. Your confidential credit information will be protected by ConsumerInfo's standard online order process, which requires anyone seeking credit information to verify his identity.

**For important information on the credit-monitoring benefit, see Questions 13 and 14 below.**

### **11. When can I request my settlement benefit?**

The Court will hold a Final Fairness Hearing on **July 31, 2007** to decide whether to finally approve the settlement. If the Court approves the settlement, there could be appeals after that. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. The Effective Date is the date when the settlement will become completely final, all appeals will be resolved, and no one will have a right to seek further appeals of the settlement. You can visit the Settlement Website at [www.browningsettlement.com](http://www.browningsettlement.com), after **July 31, 2007** to check on the progress of the settlement and the Effective Date. Please be patient.

If the settlement is finally approved (and after any appeals are resolved), you will be able to register for a settlement benefit, be verified as an eligible Class Member, and use your benefit code to receive the settlement benefit you selected when you completed the Registration Form. In order to get a benefit, you must register no later than sixty (60) days after the Effective Date. The benefit code you will receive will be activated sixty (60) days after the Effective Date, and it will expire one hundred and twenty (120) days after the Effective Date. You must use your code

and request your settlement benefit no later than one hundred and twenty (120) days after the Effective Date. Remember, you can check on the Effective Date at [www.browningsettlement.com](http://www.browningsettlement.com).

## 12. What if I choose the credit score?

If you choose a credit score when you register, you will receive a benefit code by email. Your benefit code will be activated sixty (60) days after the Effective Date. You must use your benefit code to request your credit score no later than one hundred and twenty (120) days after the Effective Date. You will enter your code, as directed in the email, at a website address to be provided. Within a reasonable time after your request, you will receive an email notifying you that your Experian credit score, (based on your Experian credit report and generated through a batched process), is available online. You may then access your credit score by returning to the website address provided within the next thirty (30) days. You can visit the Settlement Website at [www.browningsettlement.com](http://www.browningsettlement.com), after **July 31, 2007**, to check on the Effective Date.

## 13. What are my rights and obligations if I choose the 60 days of credit monitoring, and I am not enrolled in some form of credit monitoring with ConsumerInfo or an Experian Entity at the time I use my benefit code?

**The credit monitoring provided as the settlement benefit is credit monitoring only. It will include 60 days of monitoring of your Experian credit report for changes of data, or additions of new data, regarding: new inquiries into your credit, potentially negative information, public records, new accounts, and address changes, with daily alerts of any such changes or additions via email. The information will be available to you by logging into a secure website. You will not be entitled to free credit reports and/or scores.**

If you elect credit monitoring, you will be required to provide your credit card information when you use your benefit code. If you do not provide your credit card number and expiration date, you will not be able to use your benefit code, and you will not receive a benefit. If you cannot or do not want to provide your credit card number and expiration date in order to obtain your benefit, you should not choose credit monitoring when you register for a benefit. Remember, after you have chosen your benefit when you register, you cannot change your mind about which benefit you want.

Your credit-monitoring settlement benefit is effective during a sixty (60) day settlement-benefit period. **If you are not enrolled in some form of credit monitoring with ConsumerInfo or an Experian Entity at the time you use your benefit code**, the sixty (60) day settlement-benefit period will begin on the fifth (5th) day after you have used your benefit code. The sixty (60) day settlement-benefit period will end on the sixty-fourth (64th) day after you have used your benefit code. In some cases, you may be enrolled in credit monitoring prior to the fifth (5th) day after you have used your benefit code. Any credit monitoring provided before the fifth (5th) day after you have used your benefit code will not count towards the sixty (60) day settlement-benefit period, will not affect the date on which the settlement-benefit period begins, and will not affect the date on which the settlement-benefit period ends. After the sixty (60) day settlement-benefit period ends, your enrollment in credit monitoring will continue without further action by you on a monthly basis subject to the Terms and Conditions applicable to paying customers, and your credit card will be charged at the then-applicable rate, which is currently \$9.95 per month, on the sixty-fifth (65th) day after you have used your benefit code, unless you affirmatively cancel your enrollment before then. You may cancel your enrollment any time after using your code to obtain the credit-monitoring benefit but prior to the expiration of the 60-day, settlement-benefit period by calling toll-free at 888-888-8553 and requesting cancellation.

For each month after the first paid month of credit monitoring, if you have not cancelled your membership by the end of the monthly-membership period, your credit-monitoring membership will continue without further action by you on a monthly basis, and your credit card will be charged at the then-applicable monthly rate (which is currently \$9.95 per month) on the first day of each successive monthly-membership period. You may cancel your paid enrollment at any time by calling toll free at 888-888-8553 and requesting cancellation. Requesting cancellation will end the paid membership at

**the end of the paid, monthly term in which you requested cancellation. ConsumerInfo's policy is that you will not be entitled to a refund of any portion of your paid, monthly-membership fee.**

Acceptance of credit monitoring as your settlement benefit requires that you read and agree to the foregoing and to the Terms and Conditions that apply to the 60 days of credit-monitoring benefit and ConsumerInfo's privacy notice. You must also read and agree to the Terms and Conditions that will be applicable if you do not cancel your enrollment after using your code to obtain the credit-monitoring benefit but prior to the expiration of the 60-day, settlement-benefit period. The Terms and Conditions that apply to the 60 days of credit monitoring that you will receive as a settlement benefit are not the same as the Terms and Conditions that will apply if you continue your enrollment after the 60 days. Be sure to read both sets of Terms and Conditions and ConsumerInfo's privacy notice before you choose credit monitoring as your settlement benefit. Both sets of Terms and Conditions will be posted on the Settlement Website at [www.browningsettlement.com](http://www.browningsettlement.com) when you register.

**14. What are my rights and obligations if I choose the 60 days of credit monitoring, and I am enrolled in either CreditCheck® Monitoring or in a form of credit monitoring with ConsumerInfo or an Experian Entity at the time I use my benefit code?**

**The credit monitoring provided as the settlement benefit is credit monitoring only. It will include 60 days of monitoring of your Experian credit report for changes of data, or additions of new data, regarding: new inquiries into your credit, potentially negative information, public records, new accounts, and address changes, with daily alerts of any such changes or additions via email. The information will be available to you by logging into a secure website. You will not be entitled to free credit reports and/or scores.**

If you elect credit monitoring, you will be required to provide your credit card information when you use your benefit code. If you do not provide your credit card number and expiration date, you will not be able to use your benefit code, and you will not receive a benefit. If you cannot or do not want to provide your credit card number and expiration date in order to obtain your benefit, you should not choose credit monitoring when you register for a benefit. Remember, after you have chosen your benefit when you register, you cannot change your mind about which benefit you want.

Your credit-monitoring settlement benefit is effective during a sixty (60) day settlement-benefit period. **If you are enrolled in either CreditCheck® Monitoring, or in a form of credit monitoring with ConsumerInfo or an Experian Entity other than CreditCheck® Monitoring at the time you use your benefit code, your settlement-benefit period will begin after your paid membership has ended. You must first cancel your paid membership by calling toll free 888-888-8553, in order to activate the sixty (60) day, settlement-benefit period.**

**If your current paid, credit-monitoring membership is paid on a monthly basis, and you want to cancel your monthly membership, call the toll-free number and request cancellation; your paid membership will end at the end of the paid, monthly term. You will *not* be eligible for a refund.**

**If your current paid, credit-monitoring membership is paid on an annual basis, you have two options. You may cancel your annual membership immediately, by calling the toll-free number and requesting cancellation; your paid membership will end immediately. Alternatively, you may cancel your annual membership at the end of your paid, annual term, by calling the toll-free number and specifically requesting that your paid membership not be renewed; your paid membership will end at the end of the paid, 365-day term. If you cancel your annual membership *within* the first 180 days of your annual membership, you will be eligible for a pro-rated refund under your existing membership contract. If you cancel your annual membership *on or after* the 181st day of your membership, you will *not* be eligible for a refund under your existing membership contract. If you are cancelling on or after the 181st day of your annual membership, and you want to receive your full, paid-annual membership before you receive your settlement benefit, be sure to specifically request that your paid membership not be renewed, so that your paid membership will end at the end of your paid, 365-day term. If you currently have a paid, credit-monitoring membership that is paid on an annual basis, and you wish to continue to receive and pay for credit monitoring on an annual basis at the current, annual rate, you**

should not choose credit monitoring as your settlement benefit. To activate your sixty days of credit monitoring provided as a settlement benefit, you will be required to cancel your existing membership. ConsumerInfo no longer enrolls new or returning customers in credit-monitoring programs that are paid on an annual basis, and you will not be offered a new, annually-paid membership at the end of the sixty-day (60), settlement-benefit period. Your current, annual fee is less than the annualized cost of a monthly membership, which is currently \$9.95 a month.

**Your sixty (60) day settlement benefit period, in which the credit monitoring benefit will be provided, will begin on the fifth (5th) day after your paid membership has ended, and will end on the sixty-fourth (64th) day after your paid membership has ended. In some cases, you may be enrolled in credit monitoring prior to the fifth (5th) day after your paid membership has ended. Any credit monitoring provided after your paid membership has ended but before the fifth (5th) day after your paid membership has ended will not count towards the sixty (60) day settlement benefit period, will not affect the date on which the settlement benefit period begins, and will not affect the date on which the settlement benefit period ends. After the sixty (60) day settlement benefit period ends, your enrollment in credit monitoring will continue without further action by you on a monthly basis subject to the Terms and Conditions applicable to paying customers, and your credit card will be charged at the then-applicable rate, which is currently \$9.95 per month, on the sixty-first (61st) day after the settlement-benefit period begins, unless you affirmatively cancel your enrollment before then. You may cancel your enrollment any time after using your code to obtain the credit monitoring benefit but prior to the expiration of the 60 day, settlement benefit period by calling toll-free at 888-888-8553 and requesting cancellation.**

**For each month after the first paid month of credit monitoring, if you have not cancelled your membership by the end of the monthly-membership period, your credit-monitoring membership will continue without further action by you on a monthly basis, and your credit card will be charged at the then-applicable monthly rate (which is currently \$9.95 per month) on the first day of each successive monthly-membership period. You may cancel your paid enrollment at any time by calling toll free at 888-888-8553 and requesting cancellation. Requesting cancellation will end the paid membership at the end of the paid, monthly term in which you requested cancellation. ConsumerInfo's policy is that you will not be entitled to a refund of any portion of your paid, monthly-membership fee.**

Acceptance of credit monitoring as your settlement benefit requires that you read and agree to the foregoing and to the Terms and Conditions that apply to the 60 days of credit-monitoring benefit and ConsumerInfo's privacy notice. You must also read and agree to the Terms and Conditions that will be applicable if you do not cancel your enrollment after using your code to obtain the credit-monitoring benefit but prior to the expiration of the 60-day, settlement-benefit period. The Terms and Conditions that apply to the 60 days of credit monitoring that you will receive as a settlement benefit are not the same as the Terms and Conditions that will apply if you continue your enrollment after the 60 days. Be sure to read both sets of Terms and Conditions and ConsumerInfo's privacy notice before you choose credit monitoring as your settlement benefit. Both sets of Terms and Conditions will be posted on the Settlement Website at [www.browningsettlement.com](http://www.browningsettlement.com) when you register.

**15. What am I giving up to stay in the Class and get a benefit?**

Unless you exclude yourself, you are staying in the class, and that means that you can't sue or be part of any other lawsuit against Defendants regarding the issues in this case. It also means that all of the Court's orders and the final judgment will apply to you and legally bind you.

In general terms, the Court's final judgment will provide that any Class Member who does not exclude himself from the settlement will be forever barred from suing ConsumerInfo, any Experian Entity, or Yahoo! based on claims involving violations of CROA or claims where the stated basis is about improvement of a consumer's credit record, history, or rating. You will also be releasing any such claims you may have against marketing partners or marketing affiliates of ConsumerInfo or the Experian Entities.

"Experian Entity" or "Experian Entities" means Experian North America, Inc. and any company that is a subsidiary, parent, corporate affiliate, or division of Experian North America, Inc., and also includes CreditExpert, L.L.C.



“Marketing Partners or Marketing Affiliates” means any entity which, or individual who, during the class period, was ConsumerInfo’s or an Experian Entity’s marketing partner or marketing affiliate that advertised, promoted, marketed, provided, and/or sold the credit scores or the credit-monitoring products referred to in the definition of the Settlement Class.

The precise terms of the dismissal and release are set forth in § III(G) and (H) of the Settlement Agreement. If you have any questions about the scope of this release, you should visit [www.browningsettlement.com](http://www.browningsettlement.com) for more information, or consult with a lawyer.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 16. How do I get out of the settlement?

If you don’t want to remain in this lawsuit and participate in this settlement, but instead want to keep the right to sue Defendants, on your own, then you must take steps to get out of this lawsuit. This is called excluding yourself from the Settlement Class.

To exclude yourself from the Settlement Class, you must send a letter by mail saying that you want to be excluded from *Browning v. Yahoo! Inc, ConsumerInfo.com, Inc. and Experian North America, Inc.* The letter must include your name, current postal address, current telephone number, last four digits of your social security number, your original signature, and a specific statement that you want to be excluded from the Settlement Class. You must mail your exclusion request to “Exclusion Requests - Browning Settlement Administrator, P.O. Box 91141, Seattle, WA 98111-9241,” and your exclusion letter must be postmarked no later than **May 15, 2007**. You cannot exclude yourself from the Settlement Class as a group, aggregate, or class involving more than one claimant. You can exclude yourself only by filing an individual request for exclusion. Your request for exclusion must meet all of the requirements stated above, or it will not be accepted.

If you ask to be excluded, you will not get a settlement benefit, you cannot object to the settlement, and you will not be legally bound by anything that happens in this lawsuit.

Remember, send your request for exclusion to the Browning Settlement Administrator. Do not contact the Court.

### 17. If I don’t exclude myself, can I sue Defendants later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this settlement resolves. You must exclude yourself from *this* Class to bring your own lawsuit. Remember, the exclusion deadline is **May 15, 2007**.

If you are a plaintiff in a lawsuit pending against any of the Defendants as of **December 27, 2006** (but not including proposed class members in any such suit), you are automatically excluded from this Class.

### 18. If I exclude myself, can I choose a benefit from this settlement?

No. If you exclude yourself, do not complete a Registration Form to ask for a benefit. But, you may sue, continue to sue, or be part of a different lawsuit against Defendants.

## THE LAWYERS REPRESENTING YOU

### 19. Do I have a lawyer in this case?

The Court approved E. Clayton Lowe, Jr. and Peter A. Grammas of the law firm Lowe & Grammas LLP in Birmingham, Alabama, to represent you and other Class Members. Together, these lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 20. How will the lawyers be paid?

Class Counsel will ask the Court to approve payments of \$2,550,000 in attorneys' fees, including costs, for the litigation. The fees would pay Class Counsel for the time and effort they have spent for more than three years, including investigating the facts, litigating the case, and negotiating the settlement.

Defendants have agreed not to oppose these attorneys' fees and expenses. Defendants will separately pay the fees and costs that the Court awards. These amounts will not reduce the benefits available to Class Members. Defendants will also pay the costs to administer the settlement and to provide notice to the Class Members.

## OBJECTING TO THE SETTLEMENT

## 21. How do I tell the Court, through the Browning Settlement Administrator, that I don't agree with the proposed settlement?

If you're a Class Member, you can object to the proposed settlement if you don't like any part of it. You can give reasons to the Browning Settlement Administrator explaining why you think the Court should not approve it. The Court will consider your views.

To object, you must send a letter by mail, with a copy of your objection, saying that you object to the settlement in *Browning v. Yahoo! Inc., ConsumerInfo.com, Inc., and Experian North America, Inc.* to "Objections - Browning Settlement Administrator, P.O. Box 91141, Seattle, WA 98111-9241." Your letter must be mailed and postmarked by **May 15, 2007**. You must include your name, current postal address, current telephone number, last four digits of your social security number, and the reasons you object to the settlement. You must also identify any written material upon which your objection is based or on which you intend to rely. Finally, your objection must contain your original signature and indicate whether you or your lawyer intends to appear and be heard at the Fairness Hearing.

Unless you submit a proper and timely written objection, according to these requirements, you will not be able to appear and object at the Fairness Hearing or appeal the final approval of the Settlement; the dismissal of the case; or the Court's award of attorneys' fees, costs, and expenses to Class Counsel.

Remember, send your objections to the Browning Settlement Administrator. Do not contact the Court.

If you want to intervene as a party to the Litigation, you must file a Motion to intervene with the Court by **May 15, 2007**.

## 22. What's the difference between objecting and excluding?

Objecting is simply telling the Court, through the Browning Settlement Administrator, that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court, through the Browning Settlement Administrator, that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FINAL FAIRNESS HEARING

## 23. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Fairness Hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

The Final Fairness Hearing will be on July 31, 2007, at 10:00 A.M., at the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, California, in Courtroom 2. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked for permission to speak at the hearing. The Court may also decide how much to pay to Class Counsel. After the hearing, the Court will decide whether to finally approve the settlement. There may be appeals after that. We do not know how long these decisions will take. The date when the settlement will become completely final, all appeals will be resolved, and no one will have a right to seek further appeals is called

the Effective Date. You should check the website, [www.browningsettlement.com](http://www.browningsettlement.com), after **July 31, 2007** to check on the progress of the settlement and the Effective Date.

**24. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time and complied with the other requirements for a proper objection, the Court will consider it.

You may also pay your own lawyer to attend, but it's not necessary. If you intend to have a lawyer appear on your behalf at the Fairness Hearing, your lawyer will need to enter a written notice of appearance of counsel with the Clerk of the Court no later than May 15, 2007.

**25. May I speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must state in your objection letter mailed to the Settlement Administrator that you wish to speak at the hearing and if you have a lawyer, your lawyer must enter a written notice of appearance of counsel with the Clerk of Court no later than May 15, 2007. You cannot speak at the hearing if you do not comply with this procedure.

**IF YOU DO NOTHING**

**26. What happens if I do nothing at all?**

If you do nothing, you will not get a settlement benefit. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Defendants about the legal issues in this case, ever again.

**GETTING MORE INFORMATION**

**27. How do I get more information?**

This notice summarizes the proposed settlement. More details about the proposed settlement, the required procedures, the Effective Date, the deadlines, your obligations, and your options are available in a longer document called the Amended Settlement Agreement. You can get a copy of this Agreement by visiting [www.browningsettlement.com](http://www.browningsettlement.com). The website also contains answers to common questions about the settlement, and the Registration Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a benefit. In addition, some of the key documents in both the Alabama and California cases will be posted on the website.

Do not write or call the judge or any court personnel concerning this lawsuit or notice.

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Howard R. Lloyd  
United States Magistrate Judge  
Northern District of California  
DATE: **December 27, 2006.**