

Notice of Experian Data Breach Class Action Settlement

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

Please read this Notice carefully and completely.

IMPORTANT MESSAGE FROM THE COURT: To receive your check for up to \$40 from this Settlement, simply tear off and mail the Claim Form attached to the postcard you received (postage is prepaid). To receive your 2 free years of credit monitoring and identity theft insurance from Identity Guard, include a valid email address on the postcard before mailing. Please read below to find out how to receive additional benefits, or go to www.ExpDataBreachSettlement.com and submit a Claim Form using your Claim Number (located on the postcard notice you received).

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

- A Settlement has been proposed in a class action lawsuit against Experian Information Solutions, Inc. and Experian Holdings, Inc. (together “Experian” or “Defendants”), relating to the data breach that Experian announced in September 2015 (the “Data Breach”).
- If you received a notice from Experian on or around October 1, 2015 about the Data Breach you are included in this Settlement as a “Class Member.”
- Under the Settlement, Experian has agreed to establish a \$22 million Settlement Fund to pay for (1) credit monitoring services and identity theft insurance; (2) cash payments to Class Members for reimbursement of certain out-of-pocket costs and up to \$20 per hour for up to seven hours for time spent addressing or remedying issues fairly traceable to the Data Breach; and (3) the costs of the settlement administration, court-approved attorneys’ fees and expenses and service awards for named Plaintiffs. In addition, Experian has taken or will take certain remedial measures and enhanced security measures that it will continue to implement, valued at over \$11.7 million.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM FORM EARLIEST DEADLINE: APRIL 11, 2019	Submitting this Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including credit monitoring and insurance services, reimbursement of out-of-pocket costs, and money for time spent addressing or remedying issues fairly traceable to the Data Breach. If you submit a Claim Form, you will give up the right to sue the Defendants and certain related parties in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: MARCH 27, 2019	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants, or certain related parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: MARCH 27, 2019	You may object to the Settlement by writing to the Court and informing it why you don’t think the Settlement should be approved. You can also write the Court to provide comments or reasons why you support the Settlement. If you object, you may also file a Claim Form to receive Settlement benefits, but you will give up the right to sue the Defendants in a separate lawsuit about the legal claims this Settlement resolves.
GO TO THE “FINAL FAIRNESS” HEARING DATE: MAY 6, 2019	You may attend the Final Fairness Hearing where the Court may hear arguments concerning the approval of the Settlement. If you wish to speak at the Final Fairness Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Fairness Hearing.
DO NOTHING	If you do nothing, you will not receive any of the Settlement benefits and you will give up your rights to sue Defendants and certain related parties for the claims this Settlement resolves.

This Settlement affects your legal rights even if you do nothing.

Questions? Go to www.ExpDataBreachSettlement.com or call 1-844-730-2030.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

A federal court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Andrew J. Guilford of the United States District Court for the Central District of California, Southern Division is overseeing this class action. The case is known as *In re Experian Data Breach Litigation*, Case No. 8:15-cv-01592 (the “Action”). The people who filed this lawsuit are called the “Plaintiffs” and the companies they sued, Experian Information Solutions, Inc. and Experian Holdings, Inc., are called the “Defendants.”

2. What is this lawsuit about?

On or about October 1, 2015, Experian announced that in September 2015 an unauthorized user potentially accessed the names, addresses, social security numbers, dates of birth, identification numbers (e.g. driver’s license numbers, military ID numbers, or passport numbers) and other personally identifiable information of approximately 15 million T-Mobile customers and applicants who applied for services or device financing through September 16, 2015 (the “Data Breach”).

The Plaintiffs claim that Defendants failed to adequately protect their personal information and that they were injured as a result. Defendants deny any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. The Defendants deny these and all other claims made in the Action. By entering into the Settlement, the Defendants are not admitting that they did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all of these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Stephen Allen, Richard Parks, Ryan Hamre, Joshua Gonzales, Gwendolyn Crump, Elleen Brazzle, Melissa Merry, Francisco Ojeda, Nora Bohannon, Gregory Johnson, Kashia Johnson, David Ciano, Bradford Daghita, Alison Cochran, Alice Dunscomb, Samantha Manganaris, Veronica Gillotte, David Brown, Stuart Zimmelman, Chris Shearer, Christiaan Mealey, Gregory Hertik, Allan Sommercorn, Kamil Kuklinski, Charles Yoo, Sergey Barbashov, Kathleen Alcorn, Mary Roberts, Tony George, Ryan Heitz, Gerardus Jansen, Lorenzo Jackson, Eban Liebig, Angelia Fennern, Charles Sallade, Cregan Smith, Giovanni Williams, Dipak Bhuta, Joseph Zubrzycki, Lucio Hernandez, Shivan Bassaw, Jennifer Looney, Darius Clark, Hunter Graham, Philip Popiel, John Reiser, Jennifer Brandabur, Perry Heath, David Lumb, Martha Cebrian-Vega, Mark Hodson, Daisy Hodson, Amjed Ababseh, Martha Schroeder, Jason Shafer, Nathaniel Apan, and Jeffrey Gutschmidt.

4. Why is there a Settlement?

The Class Representatives and the Defendants do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Class Representatives or the Defendants. Instead, the Class Representatives and the Defendants have agreed to settle the Action. The Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by the Defendants.

WHO IS INCLUDED IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

If you received a postcard Notice of this Settlement, you have been identified by the Settlement Administrator as a Class Member. More specifically, you are a Class Member, and you are affected by this Settlement, if you received a notice from Experian in or around October 2015 concerning the Data Breach.

6. Are there exceptions to being included in the Settlement?

Yes, the Settlement does not include: the Defendants, any entity in which the Defendants have a controlling interest, and the Defendants' officers, directors, legal representatives, successors, subsidiaries, and assigns; any judge, justice, or judicial officer presiding over this matter and the members of their immediate families and judicial staff; and any individual who timely and validly requests to be excluded from the Settlement Class.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement website at www.ExpDataBreachSettlement.com, or call the Settlement Administrator's toll-free number at 1-844-730-2030.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Class Members with the following benefits:

- Credit Monitoring and Insurance Services;
- Cash Payment for reimbursement of Out-of-Pocket Costs;
- Cash Payment for Documented Time or Default Time; and
- Certain remedial measures and enhanced security measures that Experian will take or has taken as a result of this Action.

9. Tell me more about the Credit Monitoring and Insurance Services.

Credit Monitoring and Insurance Services provides a way to protect yourself from unauthorized use of your personal information. If you already have credit monitoring services, you may still sign up for this additional protection. The Credit Monitoring and Insurance Services provided by this Settlement are separate from, and in addition to, the two years of credit monitoring and identity resolution services offered by Experian in 2015. You are eligible to make a claim for the Credit Monitoring and Insurance Services being offered through this Settlement even if you didn't sign up for the previous services.

Credit Monitoring and Insurance Services are being provided by Identity Guard. These Credit Monitoring and Insurance Services include:

- Three Bureau Credit Monitoring providing notice of changes to your profile;
- Real Time Instant Authentication Alerts when someone attempts to make a change to your personal account information within Identity Guard's network;
- LexisNexis Authentication Alerts utilizing LexisNexis' database of legal, governmental and newsworthy incidents which looks through payday-loan providers and court records, and also monitors the top 10 largest U.S. financial institutions, for attempted or actual fraudulent use of your information;

- Dark Web Monitoring providing notification if your social security number, credit card numbers, financial account numbers, health insurance number, and more are found on the Dark Web;
- Threat Alerts powered by IBM Watson providing proactive alerts about potential threats relevant to you found by IBM Watson’s AI (for example, breaches, phishing scams, and malware vulnerabilities);
- Customer Support and Victim Assistance provided by Identity Guard;
- \$1 million reimbursement insurance from AIG covering losses due to identity theft with stolen funds reimbursement and \$1 million identity theft insurance;
- Anti-Phishing & Safe Apps for iOS & Android Mobile devices; and
- Safe browsing software for PC & Mac to help protect your computer against malicious content with an add-on for your Safari, Chrome, and Firefox web browsers that delivers proactive malware protection by blocking various malware delivery channels including phishing, malvertisements, and Flash, as well as content and tracking cookies to help protect personal information.

More information about the Credit Monitoring and Insurance Services being provided by Identity Guard through this Settlement is available at www.identityguard.com/ExpDataBreachSettlement.

10. Tell me more about the Cash Payments for reimbursement of Out-of-Pocket Costs.

If you spent money remedying or addressing identity theft and fraud that was fairly traceable to the Data Breach, or you spent money to protect yourself from future harm because of the Data Breach, you may make a claim for reimbursement of up to \$10,000 in Out-of-Pocket Costs.

Out-of-Pocket Costs consist of unreimbursed losses incurred on or after September 14, 2015 that were related to identity theft and fraud and are fairly traceable to the Data Breach, as well as any expenses related to the identity theft or fraud. For example, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, and costs to replace a driver’s license, state identification card or a social security number. Other losses or costs fairly traceable to the Data Breach may also be eligible for reimbursement.

11. Tell me more about Cash Payments for Documented Time.

If you spent time remedying or addressing issues fairly traceable to the Data Breach, including time spent on identity fraud, theft, fraud, bank fees, card cancellations, credit card fees, late fees, declined payment fees, overdraft fees, returned check fees, customer service fees, card cancellation or replacement fees, credit-related costs associated with purchasing credit reports, credit monitoring or identity theft protection, placing a freeze or alert on credit reports, and replacing a driver’s license, state identification card, or social security number, you may qualify for a cash payment of \$20 per hour for up to seven hours of time (up to \$140).

To receive a Documented Time payment, you will be required to state the actual time spent remedying issues fairly traceable to the Data Breach, swear that the information you are providing is “true and accurate under penalty of perjury,” and provide Reasonable Documentation that demonstrates the time spent. Reasonable Documentation may include credit card statements, bank statements, invoices, telephone records, and receipts. Payments may be reduced pro rata depending on the number of Class Members that participate in the Settlement.

12. Tell me more about Cash Payments for Default Time.

If you spent time remedying or addressing issues fairly traceable to the Data Breach and you do not make a claim for Documented Time, you may instead qualify for a cash payment of \$20 per hour for two hours of time (up to \$40). This is referred to as the “Default Time.”

You are not required to provide Reasonable Documentation with your Claim Form to receive a Default Time payment. If you file a Claim Form for Documented Time and it is rejected by the Settlement Administrator and you do not correct it, your claim for Documented Time will instead be considered a claim for Default Time. Payments may be reduced pro rata depending on the number of Class Members that participate in the Settlement. In the event that payments for Default Time would be less than \$3, the funds for Default Time Payments will instead be used to extend the Credit Monitoring and Insurance Services provided to all Participating Settlement Class Members.

13. Tell me more about the Defendant’s remedial measures and enhanced security measures.

As a result of the Action, Defendants have provided notice to Class Members of the Data Breach, including offering two years of credit monitoring services; completed an investigation into the cause and scope of the Data Breach, including, but not limited to, forensic investigation of the servers involved in the Data Breach; completed remediation of the vulnerabilities that allowed the Data Breach to occur; and instituted policies, procedures, and additional security-related remedial measures to comply with state and federal authorities.

14. What is the total value of the Settlement?

The Settlement provides a \$22,000,000 Settlement Fund, remedial actions taken by Defendants for the benefit of the Class (valued at over \$11,700,000) and an estimated \$7,638,786.22 for every 15,922 Class Members who submit a valid claim for Credit Monitoring and Insurance Services (excluding the cost of the Credit Monitoring and Insurance Services). Therefore, if 31,844 Class Members submit a valid claim, the total value of the Settlement is at least \$47,677,572.44. Any court-approved attorneys’ fees, costs and expenses, service awards to the named Plaintiffs, taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses (capped at \$1,545,000, but excluding the cost of postage estimated to be between \$4,381,474 and \$4,693,270) will be paid out of the Settlement Fund, the balance (“Net Settlement Fund”) will be used to pay for the above benefits.

15. What am I giving up to get a Settlement payment or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court’s orders will apply to you and legally bind you. You won’t be able to sue, continue to sue, or be part of any other lawsuit against Defendants and related parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (see next question).

16. What are the Released Claims?

In exchange for the Settlement, Class Members agree to release Defendants and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees and assigns of any of the above, as well as Plaintiffs and Class Counsel (“Released Parties”) from any and all claims or causes of action of every kind and description, including any causes of action in law, claims in equity, complaints, suits or petitions, and any allegations of wrongdoing, demands for legal, equitable or administrative relief (including, but not limited to, any claims for injunction, rescission, reformation, restitution, disgorgement, constructive trust, declaratory relief, compensatory damages, consequential damages, penalties, exemplary

damages, punitive damages, attorneys' fees, costs, interest or expenses) that the Releasing Parties had or have (including, but not limited to, assigned claims and any and all "Unknown Claims" as defined below) that have been or could have been asserted in the Action or in any other action or proceeding before any court, arbitrator(s), tribunal or administrative body (including but not limited to any state, local or federal regulatory body), regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are known or unknown, foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action.

The Released Claims do not include claims against the cyber attackers who committed the criminal acts involved in the Data Breach and persons or entities that intentionally misuse the Personal Information stolen in the Data Breach for unlawful purposes.

More information is provided in the Class Action Settlement Agreement and Release which is available at www.ExpDataBreachSettlement.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

17. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by April 11, 2019. Claim Forms may be submitted online at www.ExpDataBreachSettlement.com, or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-844-730-2030 or by writing to *In re Experian Data Breach Litigation*, P.O. Box 505025, Louisville, KY 40233-9870. The quickest way to file a claim is online.

If you received a Notice by mail, use your Claim Number to file your Claim Form. If you lost or do not know your Claim Number, please call 1-844-730-2030 to obtain it.

You may file a claim for Credit Monitoring and Insurance Services, Out-of-Pocket Costs, and Documented Time *or* Default Time.

18. How do I make a claim for Credit Monitoring and Insurance Services?

If you received a postcard Notice in the mail, you may use the Claim Form provided to file a claim for Credit Monitoring and Insurance Services and a cash payment for Default Time. Simply provide your email address (optional), tear the Claim Form at the perforation and place it in the mail postmarked on or before **April 11, 2019**. If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or download and mail a Claim Form to the Settlement Administrator.

Instructions for filling out a claim for Credit Monitoring and Insurance Services are included on the Claim Form. You may access the Claim Form and view a video on how to file a claim at www.ExpDataBreachSettlement.com.

The deadline to file a claim for Credit Monitoring and Insurance Services is **April 11, 2019**.

19. How do I make a claim for a cash payment for reimbursement of my Out-of-Pocket Costs?

To file a claim for a cash payment of up to \$10,000 for reimbursement of Out-of-Pocket Costs, you must submit a valid Claim Form electing to receive a payment for Out-of-Pocket Costs. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

Instructions for filling out a claim for Out-of-Pocket Costs are included on the Claim Form. You may access the Claim Form and view a video on how to file a claim at www.ExpDataBreachSettlement.com.

The deadline to file a claim for Out-of-Pocket Costs is **April 11, 2019**.

20. How do I make a claim for a cash payment for Documented Time?

To file a claim for cash payment of up to \$140 for Documented Time spent remedying or addressing issues fairly traceable to the Data Breach, you must submit a valid Claim Form electing to receive a payment for Documented Time. The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, telephone records, and receipts.

Instructions for filling out a claim for Documented Time or Default Time are included on the Claim Form. You may access the Claim Form and view a video on how to file a claim at www.ExpDataBreachSettlement.com.

The deadline to file a claim for Documented Time is **April 11, 2019**.

You may file a claim for Documented Time in addition to claims for Credit Monitoring and Insurance Services and Out-of-Pocket Costs, but you cannot make a claim for both Documented Time and Default Time.

If your claim for Documented Time is rejected by the Settlement Administrator and you do not correct it, your claim for Documented Time will instead be considered a claim for Default Time.

21. How do I make a claim for a cash payment for Default Time?

If you received a Notice in the mail, you may use the Claim Form provided to file a claim for a cash payment for Default Time and Credit Monitoring and Insurance Services. To file a claim for cash payment of up to \$40 for Default Time spent remedying or addressing issues fairly traceable to the Data Breach, simply tear the Claim Form at the perforation and place it in the mail postmarked on or before **April 11, 2019**. If you wish to receive your payment via PayPal instead of a check, simply provide your email address (optional). If you prefer not to provide your email address on the tear-away Claim Form mailed to you, you may instead submit a Claim Form online or download and mail a Claim Form to the Settlement Administrator.

Instructions for filling out a claim for Default Time are included on the Claim Form. You may access the Claim Form and view a video on how to file a claim at www.ExpDataBreachSettlement.com.

The deadline to file a claim for Default Time is **April 11, 2019**.

You may file a claim for Default Time in addition to claims for Credit Monitoring and Insurance Services and Out-of-Pocket Costs, but you cannot make a claim for both Default Time and Documented Time.

22. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-844-730-2030 or by writing to:

In Experian Data Breach Litigation
P.O. Box 505025, Louisville, KY 40233-9870

23. When and how will I receive the benefits I claim from the Settlement?

If you make a valid claim for Credit Monitoring and Insurance Services, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final. If you received a Notice in the mail, keep it in a safe place as you will need the unique Claim Number provided on the Notice to activate your Credit Monitoring and Insurance Services at the Identity Guard website.

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ExpDataBreachSettlement.com or call 1-844-730-2030.

Checks for valid claims for Out-of-Pocket Costs, Documented Time, and Default Time will be provided by the Settlement Administrator via mail and PayPal after the Settlement is approved and becomes final.

The approval process may take longer than one year. Please be patient and check www.ExpDataBreachSettlement.com for updates.

24. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the \$22 million Settlement Fund will be paid back to Defendants. Any money left in the Settlement Fund 150 days after the distribution of payments to Class Members will be evenly distributed among all Class Members with approved claims who cash or deposit their initial check, as long as the average check amount is \$3 or more. If there is not enough money to provide qualifying Class Members with an additional \$3 payment, the remaining funds will be distributed to a non-profit organization, or “Non-Profit Residual Recipient.” The Non-Profit Residual Recipient is Rose Foundation’s Consumer Privacy Rights Fund, a 26 U.S.C. 501(c)(3) non-profit organization.

If the average additional check amount is greater than \$250 for each qualifying Class Member, the Court will determine how to disburse these remaining funds.

THE LAWYERS REPRESENTING YOU

25. Do I have a lawyer in this case?

Yes, the Court has appointed Daniel S. Robinson of Robinson Calcagnie, Inc., and Tina Wolfson of Ahdoot & Wolfson, PC, as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

26. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys’ fees of up to \$10,500,000 and for reimbursement of costs and expenses of up to \$350,000. They will also ask the Court to approve \$2,500 service awards to each of the 57 Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel’s application for attorneys’ fees, expenses, and service awards will be made available on the Settlement website at www.ExpDataBreachSettlement.com before the deadline for you to comment or object to the Settlement. You can request a copy of the application by contacting the Settlement Administrator at 1-844-730-2030.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Class Member and want to keep any right you may have to sue or continue to sue the Defendants on your own, based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

27. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *In re Experian Data Breach Litigation*, U.S.D.C. Case No. 8:15-cv-01592; state the name, address and telephone number of the Settlement Class Members seeking exclusion; be physically signed by the Person(s) seeking exclusion; and must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class in *In re Experian Data Breach Litigation*, U.S.D.C. Case No. 8:15-cv-01592.” A valid

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ExpDataBreachSettlement.com or call 1-844-730-2030.

Request for Exclusion requires you to state your full name, current mailing address, and telephone number; be physically signed by you; and contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *In re Experian Data Breach Litigation*, Case No. 8:15-cv-01592.” The Request for Exclusion must be (i) submitted electronically on the Settlement Website, or (ii) postmarked or received by the Settlement Administrator at the address below no later than **March 27, 2019**:

In re Experian Data Breach Litigation
P.O. Box 404024
Louisville, KY 40233-4024

You cannot exclude yourself by telephone or by email.

28. If I exclude myself, can I still get Credit Monitoring and Insurance Services and a Settlement payment?

No. If you exclude yourself, you are telling the Court that you don’t want to be part of the Settlement. You can only get free Credit Monitoring and Insurance Services and a cash payment if you stay in the Settlement and submit a valid Claim Form.

29. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendants or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

30. How do I tell the Court that I do not like the Settlement?

If you are a Class Member, you can tell the Court that you do not agree with all or any part of the Settlement. You can give reasons why you think the Court should not approve the Settlement. To object, you must mail a letter stating that you object to the Settlement in *In re Experian Data Breach Litigation*, Case No. 8:15-cv-01592. Be sure to include (1) your full name, current mailing address, and telephone number; (2) a signed statement that you believe you are a member of the Settlement Class; (3) the specific reasons you are objecting to the Settlement; (4) all documents or writings that you wish the Court to consider; and (5) a statement indicating whether you or your attorney intends to appear at the Final Fairness Hearing. Mail your objection to both addresses listed below postmarked by **March 27, 2019**:

Clerk of the Court
United States District Court
Central District of California
751 W Santa Ana Blvd,
Santa Ana, CA 92701

In re Experian Data Breach Litigation
P.O. Box 404024
Louisville, KY 40233-4024

31. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL FAIRNESS HEARING

32. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing on **May 6, 2019 at 10:00 a.m.** before the Honorable Andrew J. Guilford, United States District Judge for the Central District of California, United States Courthouse, 751 W Santa Ana Blvd, 10th Floor, Courtroom 10D, Santa Ana, CA 92701.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement; Class Counsel's application for attorneys' fees, costs and expenses; and the service awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

33. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

34. May I speak at the Final Fairness Hearing?

Yes. If you wish to attend and speak at the Final Fairness Hearing, you must indicate this in your written objection (see Question 30). Your objection must state that it is your intention to appear at the Final Fairness Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Fairness Hearing. If you plan to have your attorney speak for you at the Final Fairness Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

35. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement benefits. You will also give up rights explained in Questions 15 and 16, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

36. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.ExpDataBreachSettlement.com, by calling 1-844-730-2030 or by writing to *In re Experian Data Breach Litigation*, P.O. Box 505025, Louisville, KY 40233-9870. Publicly-filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the Central District of California or reviewing the Court's online docket.

If you have questions you may contact Class Counsel at:

Robinson Calcagnie, Inc.
c/o Exp. Data Breach Settlement
P.O. Box 2350
Newport Beach, CA 92658-8962
info@expdatabreachsettlement.com

Ahdoot & Wolfson, PC
c/o Exp. Data Breach Settlement
8424 Santa Monica Blvd., Box 575
West Hollywood, CA 90069-4267
info@expdatabreachsettlement.com

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE.
THE COURT CANNOT ANSWER ANY QUESTIONS.**

This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ExpDataBreachSettlement.com or call 1-844-730-2030.