

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is entered into by and between the following parties: American Council of the Blind (“ACB”), California Council of the Blind (“CCB”), Paul Parravano, Lori Gray and Lucy Greco (collectively, “Claimants”); Equifax Information Services LLC (“Equifax”), Experian Information Solutions, Inc. (“Experian”), TransUnion LLC (“TransUnion”) (collectively, “the Companies,” “the Consumer Reporting Agencies,” or “the CRAs”) and Central Source LLC (“Central Source”) for the purposes and on the terms specified herein and operates in conjunction with the Confidential Addendum to this Agreement.

### **RECITALS**

This Agreement is based on the following facts:

A. Claimants Parravano, Gray, and Greco are individuals who are blind or visually impaired and who seek to access an Annual File Disclosure from each Consumer Reporting Agency through the joint website operated by Central Source at [www.annualcreditreport.com](http://www.annualcreditreport.com). Claimants Parravano, Greco and Gray also seek to obtain certain other information and utilize certain other disclosure services that are required by law that each of the CRAs provide to consumers.

B. ACB is a non-profit corporation that provides advocacy services in the United States on behalf of individuals who are blind or visually impaired, is dedicated to promoting the full integration of persons who are blind or have visual impairments into all aspects of society, and provides information to the general public about the accomplishments, needs and contributions of persons who are blind or visually impaired. CCB is ACB’s California affiliate serving the needs of blind and visually-impaired persons throughout the State of California. Among ACB’s and CCB’s board, staff and members, and those on whose behalf they advocate and provide services, are many individuals with visual disabilities within the meaning of state and federal law who seek to access an Annual File Disclosure from each Consumer Reporting Agency through the joint website operated by Central Source at [www.annualcreditreport.com](http://www.annualcreditreport.com) and seek to obtain certain other information and utilize other disclosure services that are required by law that each of the CRAs provide to consumers. ACB is incorporated and has its place of business in Washington, D.C. CCB is incorporated and has its place of business in the State of California.

C. Equifax is a nationwide Consumer Reporting Agency (CRA) that issues Annual File Disclosures and provides information and other services to consumers throughout the United States. Equifax is incorporated in Georgia. Equifax is one of three members of Central Source and is a sponsor of the website [www.annualcreditreport.com](http://www.annualcreditreport.com).

D. Experian is a nationwide Consumer Reporting Agency (CRA) that issues Annual File Disclosures and provides information and other services to consumers throughout the United States. Experian is incorporated in Ohio. Experian is one of three members of Central Source and is a sponsor of the website [www.annualcreditreport.com](http://www.annualcreditreport.com).

E. TransUnion is a nationwide Consumer Reporting Agency (CRA) that issues Annual File Disclosures and provides information and other services to consumers throughout the United States. TransUnion is formed under the laws of Delaware. TransUnion is one of three members of Central Source and is a sponsor of the website [www.annualcreditreport.com](http://www.annualcreditreport.com).

F. Central Source is the centralized source for consumers to request Annual File Disclosures from nationwide consumer reporting agencies provided for by federal regulation, 16 C.F.R. § 610.2.

G. A dispute has arisen between Claimants on one side and Equifax, Experian, TransUnion and Central Source on the other side, concerning whether these companies are legally obligated, individually or jointly, to provide the individual Claimants and the members of Claimants ACB and CCB, and those on whose behalf they advocate and provide services, with Annual File Disclosures and other information and services in formats that are effective for people who are blind or visually impaired (“Alternative Format and Accessible Website Dispute” or “the Dispute”).

H. On or about April 26, 2005, Claimants notified the CRAs about the Dispute and offered to engage in Structured Negotiations, in lieu of litigation, to resolve the Dispute. In September 2005, the parties executed a Structured Negotiations Agreement to protect the interests of all parties during those negotiations. Since executing that agreement, the parties have engaged in good faith negotiations and shared relevant information regarding the Dispute. The parties now enter into this Agreement in order to resolve the Dispute and to avoid the burden, expense, and risk of potential litigation. By entering into this Agreement, the Companies and Central Source do not admit, and specifically deny, that they are subject to or have violated or failed to comply with any provisions of

NOW, THEREFORE, the parties hereby agree to the following provisions:

1. Definitions.

As used in this Agreement, the following terms shall be as defined below:

1.1. Alternative Formats means Braille, Large Print, and Audio Formats.

1.2. Alternative Format Roll-out Date means the date upon which a CRA commences its program for providing Annual File Disclosures, File Disclosures, and Reinvestigation Results in the particular formats provided for in sections 3, 4, 5 and 6 below.

1.3. Annual File Disclosure means a File Disclosure that is provided to a Consumer by any CRA, upon Consumer request and without charge, once in any twelve (12) month period, in connection with section 612(a) of the Fair Credit Report Act, 15 U.S.C. § 1681j(a).

1.4. Audio Format means a synthesized voice recording on a compact disc.

1.5. Consumer or Consumers means individuals or persons.

1.6. Consumer Reporting Agency or CRA has the meaning provided in section 603(p) of the Fair Credit Reporting Act, 15 U.S.C. § 1681a(p).

1.7. Customer Service Telephone Line or Line means the main toll-free disclosure telephone number for each CRA.

1.8. Claimants' Counsel means Goldstein, Demchak, Baller, Borgen & Dardarian and Law Office of Lainey Feingold, and the attorneys practicing law therein.

1.9. Effective Date means April 15, 2008.

1.10. File Disclosure means any disclosure, including the score disclosure and a description of the method for Consumers to dispute information in the File Disclosure, by a Consumer Reporting Agency pursuant to, and containing the items listed in, section 609 (a), (c), (d), and (f) of the Fair Credit Reporting Act, 15 U.S.C. § 1681g, that are required to be disclosed to a consumer by a CRA.

1.11. Person or Persons with a Visual Impairment means any person who has a physical or mental impairment that substantially limits him or her in the major life activity of seeing.

1.12. Reasonable Consumer Request means a request made by a Consumer who is a Person with a Visual Impairment utilizing any of the methods set forth in section 7 below, for an Annual File Disclosure or File Disclosure pursuant to sections 3, 4, 5 or 6. A Reasonable Consumer Request will include a Self-Certification by the Consumer making the request that he or she is a Person with a Visual Impairment, as set forth in section 7.2 below.

1.13. Reinvestigation Results means the results of any reinvestigation by the CRA in response to a dispute made by the Consumer to an Annual File Disclosure or a File Disclosure pursuant to section 611(a)(6) of the Fair Credit Reporting Act, 15 U.S.C. § 1681i(a)(6).

## 2. Duration of Agreement.

The terms of this Agreement shall remain in effect for three (3) years from the Effective Date.

## 3. Availability of Disclosures in Braille.

### 3.1. Braille Provisions Applicable to All CRAs.

The Consumer Reporting Agencies will each use best efforts to launch, by no later than December 31, 2008, a program in which a Consumer who is a Person with a Visual Impairment can make a Reasonable Consumer Request

for and obtain Braille Annual File Disclosures and/or Braille File Disclosures (together “Braille Disclosures”). When such a request has been made, the CRA shall also provide any Reinvestigation Results in Braille. A CRA may elect, in its discretion, to stagger the roll-out of its Braille program by geographic region of the country so long as such staggered roll-out is complete by December 31, 2008. Each CRA will notify Claimants in writing ten days before the Braille File Disclosure program has been launched.

3.2. Timeliness. Braille Disclosures will be produced and sent to the requesting Consumer within a reasonable period after receipt of the request, consistent with the regulatory deadline for mailing print disclosures as set forth in 15 U.S.C. § 1681j(a)(2) for Annual File Disclosures and within a reasonable period of time for File Disclosures, and as further provided in section 7.3, below.

3.3. Standards. Braille materials provided pursuant to this Agreement shall comply, whenever possible, with the Braille Authority of North America’s standards (“BANA Standards”) for printing Braille materials, currently found at [www.brailleauthority.org](http://www.brailleauthority.org). If, during the Term of this Agreement, Claimants notify the CRAs in writing that Braille materials provided pursuant to this Agreement are not in compliance with the BANA Standards, the CRAs will forward the notice to the appropriate Braille vendor(s). No dispute regarding this section will be initiated under section 13 of this Agreement until at least 90 days after such notice.

3.4. Binding. Braille documents that exceed twenty-one (21) sheets of paper in length will be bound with a 19-hole spiral comb, or similar binding, using 100-lb paper covers, or similar covers, with Braille identification on the covers. Braille documents that are ten (10) to twenty-one (21) sheets of paper in length shall be stapled using only an electronic production stapler. Braille documents less than ten (10) sheets of paper will be stapled using a heavy-duty manual stapler. Stapled documents shall allow sufficient space on the left margin so as not to restrict reading.

3.5. Completeness. Braille Disclosures provided to Persons with a Visual Impairment pursuant to this Agreement shall include all information contained in print Disclosures mailed to members of the general public, except that the Braille Disclosures need not include page headers.

#### 4. Availability of Information in Large Print.

##### 4.1. Large Print Provisions Applicable to All CRAs.

The Consumer Reporting Agencies will each use best efforts to launch, by no later than December 31, 2008, a program in which a Consumer who is a Person with a Visual Impairment can make a Reasonable Consumer Request for and obtain Large Print Annual File Disclosures and/or Large Print File Disclosures (together “Large Print Disclosures”). When such a request has been made, the CRA shall also provide any Reinvestigation Results in Large Print. A CRA may elect, in its discretion, to stagger the roll-out of its Large Print program by geographic region of the country so long as such staggered roll-out is complete by December 31, 2008. Each CRA will notify Claimants in writing ten days before the Large Print File Disclosure program has been launched.

4.2. Large Print, as used in this Agreement, means print in a minimum of 18 point Arial font.

4.3. Timeliness. Large Print Disclosures will be produced and sent to the requesting Consumer within a reasonable period after receipt of the request, consistent with the regulatory deadline for mailing print disclosures as set forth in 15 U.S.C. § 1681j(a)(2) for Annual File Disclosures and within a reasonable period of time for File Disclosures, and as further provided in section 7.3, below.

4.4. Completeness. Large Print Disclosures provided to Persons with a Visual Impairment pursuant to this Agreement shall include all information contained in print Disclosures mailed to members of the general public.

5. Availability of Disclosures in Audio Format.

5.1. Audio Format Provisions Applicable to All CRAs.

The Consumer Reporting Agencies will each use best efforts to launch, by no later than December 31, 2008, a program in which a Consumer who is a Person with a Visual Impairment can make a Reasonable Consumer Request for and obtain Audio Format Annual File Disclosures and/or Audio Format File Disclosures (together “Audio Format Disclosures”). When such a request has been made, the CRA shall also provide any Reinvestigation Results in Audio Format. A CRA may elect, in its discretion, to stagger the roll-out of its Audio Format Disclosures program by geographic region of the country so long as such staggered roll-out is complete by December 31, 2008. Each CRA will notify Claimants in writing ten days before the Audio Format Disclosures program has been launched.

5.2. Timeliness. Audio Format Disclosures will be produced and sent to the requesting Consumer within a reasonable period after receipt of the request, consistent with the regulatory deadline for mailing print disclosures as set

forth in 15 U.S.C. § 1681j(a)(2) for Annual File Disclosures and within a reasonable period of time for File Disclosures, and as further provided in section 7.3, below.

5.3. Completeness. Audio Format Disclosures provided to Persons with a Visual Impairment pursuant to this Agreement shall include all information contained in print Disclosures mailed to members of the general public.

6. Availability of Disclosures in Accessible Format on the Web.

6.1. Standards for Accessibility. As used in this Agreement, WCAG means the Web Content Accessibility Guidelines promulgated by the Web Accessibility Initiative of the World Wide Web Consortium (W3C). As of the Effective Date, the current and applicable version of WCAG is version 1.0. The CRAs and Central Source will have the option of complying with version 1.0, the current draft version 2.0, or the final version 2.0 if it becomes final during the term of the Agreement to the extent such compliance is otherwise required by this Agreement. If WCAG version 2.0 becomes final during the term of the Agreement, to the extent that a CRA or Central Source has elected to comply with the current draft version 2.0, they will take appropriate measures within a reasonable time to ensure comparable compliance with the final version of 2.0.

6.2. Accessibility of [www.annualcreditreport.com](http://www.annualcreditreport.com). No later than April 23, 2008, the Consumer Reporting Agencies and Central Source shall use best efforts to make all pages of [www.annualcreditreport.com](http://www.annualcreditreport.com) compliant with WCAG 1.0 Level AA and available to Claimants to test, with the understanding that in certain instances absolute rather than relative units for certain attribute and style sheet property values will be used but that the pages will satisfy success criteria 1.4.4 of the current draft of WCAG 2.0. Claimants shall provide any feedback by no later than May 8, 2008. The Consumer Reporting Agencies and Central Source will give good faith consideration to all feedback provided by Claimants. By no later than June 1, 2008, the Consumer Reporting Agencies will respond to Claimants' feedback in writing, and shall notify Claimants of the date, which shall be no later than June 30, 2008, that all pages of [www.annualcreditreport.com](http://www.annualcreditreport.com) will be compliant with WCAG 1.0 Level AA, with the understanding that in certain instances absolute rather than relative units for certain attribute and style sheet property values will be used but that the pages will satisfy success criteria 1.4.4 of the current draft of WCAG 2.0. Any disagreement between the parties related to the feedback and the projected compliance date will be subject to the terms of section 13, below. [Annualcreditreport.com](http://www.annualcreditreport.com), for the purposes of this Agreement, refers to the website currently maintained by Central

Source that is available utilizing United States domestic internet protocol addresses. In the event that Annualcreditreport.com becomes available to consumers utilizing other than United States domestic internet protocol addresses, and to the extent an issue arises during the term of the Agreement regarding access by a Person or Persons with a Visual Impairment to the services outlined herein utilizing other than United States domestic internet protocol addresses, the parties agree to meet and confer regarding said issue.

### 6.3. Web Provisions Applicable to All CRAs.

6.3.1. Requesting Alternative Format File Disclosures Through the Web. No later than December 31, 2008, the Consumer Reporting Agencies will each use best efforts to make it possible for a Consumer who is a Person with a Visual Impairment to make a Reasonable Consumer Request for: (a) Annual File Disclosures in Alternative Formats, consistent with sections 3-5 above, through the CRA's websites accessed through the Central Source website www.annualcreditreport.com; and (b) File Disclosures in Alternative Formats through each CRA's individual website. All pages of www.annualcreditreport.com and all pages or content on the CRAs' individual websites that are part of the process for requesting Annual File Disclosures and File Disclosures in Alternative Formats shall comply with WCAG 1.0 Level AA (or WCAG 2.0 as provided for herein).

6.3.2. Requesting and Obtaining On-Line Annual File Disclosures and File Disclosures. No later than October 31, 2008, the Consumer Reporting Agencies will each use best efforts to make it possible for Consumers who are Persons with a Visual Impairment to obtain Annual File Disclosures compliant with WCAG 1.0 Level AA (or WCAG 2.0 as provided for herein), from the CRAs' websites accessed through the Central Source website www.annualcreditreport.com, and File Disclosures compliant with WCAG 1.0 Level AA (or WCAG 2.0 as provided for herein), through the CRAs' individual websites. All pages of www.annualcreditreport.com and all pages or content on the CRAs' individual websites that are part of the process for requesting and obtaining on-line Annual File Disclosures and File Disclosures shall comply with WCAG 1.0 Level AA (or WCAG 2.0 as provided for herein).

6.3.3. Disclosure Testing. Each Consumer Reporting Agency shall use best efforts to make available, on a date at least forty-five (45) days prior to the date that the CRA expects to meet its obligations set forth in sections 6.3.1 and 6.3.2, all pages or content of the CRA's individual website that are part of the process for requesting Annual File Disclosures and File Disclosures (together



“Disclosures”), as well as all pages and content of sample Disclosures, available to Claimants to test the content’s compliance with WCAG 1.0 Level AA (or WCAG 2.0 as provided for herein). Claimants shall provide the CRAs with any feedback within ten days of the testing. The Consumer Reporting Agencies and will give good faith consideration to all feedback provided by Claimants’ representatives.

#### 6.4. CAPTCHAs.

6.4.1. If any Completely Automated Public Turing Test to Tell Computers and Humans Apart or similar visual or textual Turing or reverse-Turing verification test (referred herein as “CAPTCHA”) is used on www.annualcreditreport.com, or on the CRA webpages that are part of the process for requesting or obtaining Annual File Disclosures or File Disclosures, the CRAs and Central Source will incorporate alternative security measures that are usable by Persons with Visual Impairments.

6.4.2. Testing of Proposed Alternatives to Visual Verifications. If Central Source plans to include a CAPTCHA on www.annualcreditreport.com after July 1, 2008, Central Source will provide a method for Claimants’ representatives to test the alternative security measure to ensure that it is usable by Persons with a Visual Impairment. Such testing will occur no later than May 15, 2008, and Central Source will give good faith consideration to all feedback provided by Claimants’ representatives. Claimants shall provide any feedback within fifteen (15) days of the testing. Any disagreements regarding this feedback will be treated as a dispute subject to the terms of section 13, below. Testing of any alternative security measure to be used on any portion of any CRA’s individual website that is required to be accessible pursuant to this Agreement shall take place in accordance with the provisions of section 6.3.3, above.

6.4.3. Suspension to Respond to Security Threat. If Central Source or any CRA determines that use of an alternative security measure is cryptologically unsound or is otherwise vulnerable to hack or cyberattack, sections 6.4.1 and 6.4.2 of this Agreement are suspended immediately. The CRAs will give Claimants notice of such suspension within 72 hours thereof and will meet and confer promptly in regard to (a) the timing and method of restoring use of an alternative security measure that complies with this Agreement; and (b) the need, if any, for Interim Measures during the suspension to enable Persons with a Visual Impairment to obtain Annual File Disclosures and File Disclosures. Any dispute remaining after the meet and confer will be subject to the terms of section 13.7, below.

## 7. Methods of Requesting Alternative Formats of Disclosures.

7.1. Reasonable Consumer Requests for Alternative Format Disclosures. Each Consumer Reporting Agency shall permit Consumers who are Persons with a Visual Impairment to make Reasonable Consumer Requests for Disclosures in Braille, Large Print, or Audio Format by either of the following methods: (i) over the Central Source's or the CRA's Toll-Free Customer Service Telephone Line during all hours that such Line provides information to the public, or (ii) through [www.annualcreditreport.com](http://www.annualcreditreport.com) or the CRA's own website through which File Disclosures are made.

7.2. Self-Certification. No later than thirty (30) days prior to the Alternative Format Roll-out Date, each CRA will develop a method for Consumers to certify that they are Persons with a Visual Impairment. The form may include the following language: "I certify that I am a person who is blind or visually impaired within the meaning of the Americans with Disabilities Act." The self-certification method shall be in the same format in which the Request for Disclosures has been made, or in another format that provides effective communication to the requesting Consumer and will not unreasonably delay processing the Request for Disclosure. This self-certification method will not require proof of visual impairment, as set forth in section 12.6 below, except during periods of Extraordinary Request Volume as set forth in section 12.3 herein. Each CRA will provide the draft self-certification form to Claimants for their review and comment. Claimants will provide their feedback on the draft self-certification within ten (10) days. Each CRA will consider Claimants' comments in good faith.

7.3. Identity Authentication. To the extent any CRA requires a Consumer to authenticate his or her identity (not whether he or she is a Person with a Visual Impairment) as part of the process for making a Reasonable Consumer Request for Disclosures in Braille, Large Print, or Audio Format, the Request will be considered "received" after the Consumer provides information that allows the CRA to authenticate the Consumer's identity. Any request for authentication shall be made in the same format in which the Reasonable Consumer Request has been made, or in another format that provides effective communication to the requesting Consumer and will not unreasonably delay processing the Reasonable Consumer Request. The CRAs will use the same standards for determining when to request authentication and the types of authentication to request of Consumers who are Persons with a Visual Impairment that are used for Consumers who are not Persons with a Visual Impairment. No additional authentication will be required as a result of a Consumer's Visual Impairment.

7.4 Overseas Delivery of Alternative Formats. Annual File Disclosures and File Disclosures can be sent to addresses within the United States or its territories and U.S. managed addresses such as AE, AF, and AP addresses. To the extent a CRA provides for delivery of Disclosures to other addresses outside the United States during the term of this Agreement, it will also provide for delivery of Disclosures in Alternative Formats to such other addresses. Any additional conditions placed on the delivery of Disclosures to such addresses, including additional verification requirements, shall also apply to Disclosures in Alternative Formats.

8. Interim Measures. Prior to the availability of the formats provided for in sections 3, 4, 5, and 6 and not later than ninety (90) days after the Effective Date of this Agreement, and during any period of Extraordinary Request Volume as set forth in section 12.3 below, each CRA shall provide an effective means for Consumers who are Persons with a Visual Impairment to request assistance in accessing their Disclosures through a customer service representative trained for this purpose. The CRA shall use best efforts to respond to each request within five (5) business days.

9. No Special Charge for Alternative Format Materials. The CRAs will not impose any fees or charges on any Person with a Visual Impairment for Alternative Formats or web access provided pursuant to this Agreement, except that the same fees or charges, if any, that are charged to all consumers for File Disclosures may be charged for their Braille, Large Print Format, or Audio Format counterparts. Notwithstanding the foregoing, in the event that a Consumer fraudulently self-certifies that he or she is a Person with a Visual Impairment, the CRA may charge such Consumer for the cost of providing Alternative Format materials including without limitation for the cost of postage thereon. Each CRA may advise consumers of their potential financial responsibility for making a fraudulent certification that he or she is a Person with a Visual Impairment.

10. Training. Each CRA will provide training to appropriate persons staffing the CRA's Customer Service Telephone Line. Such training will be designed to provide compliance with this Agreement. At a minimum, the training will include information on how Persons with a Visual Impairment may request Braille, Large Print Format and Audio Disclosures and the Interim Measures provided for in section 8 above. Each CRA will provide Claimants, on a confidential basis, with an outline of the training materials prior to their being finalized. Claimants will provide their feedback on the training materials within fifteen (15) days of receipt, and will return such materials upon the CRA's request. Each CRA will consider the feedback provided by Claimants in good faith.

11. Meeting Regarding Implementation of Disclosure Obligations.

During the first quarters of 2009 and 2010, the CRAs will arrange one or more conference calls among the Claimants, Claimants' Counsel, the CRAs, and the Alternative Format vendor(s), as appropriate, to discuss implementation of the obligations of this Agreement and to allow Claimants to provide feedback on issues related to the accessible web and Alternative Format Disclosures and customer service training provided pursuant to this Agreement. At the CRAs' option, there will be a joint call or separate calls with each CRA and/or with each vendor.

12. High Request Volume and Extraordinary Request Volume.

12.1. As used in sections 12.2 and 12.3 herein, the term "Reasonably Anticipated Number" means the number of Persons with a Visual Impairment that a CRA expects will make a Reasonable Consumer Request in a particular Alternative Format in a given month, based upon information provided by Alternative Format vendors and other sources.

12.2. "High Request Volume" occurs when the number of Persons with a Visual Impairment making a Reasonable Consumer Request for a particular Alternative Format from a particular CRA in a given month is: (a) during the first nine months after the Alternative Format Roll-out Date, more than 115% of the Reasonably Anticipated Number, or (b) after the first nine (9) months after the Alternative Format Roll-out, more than 125% of the Reasonably Anticipated Number. During periods of High Request Volume, the CRA has an additional period of sixty (60) days in which to provide the requested disclosure in the Alternative Format, but the CRA will provide the standard print disclosure within the time period set forth in 15 U.S.C. § 1681j(a)(2) for Annual File Disclosures. In periods of High Request Volume, the CRA will place a message on its appropriate website and a message on its automated Customer Service Telephone Line advising Consumers who are Persons with a Visual Impairment of the following: (i) the length of the anticipated delay in delivering the requested Alternative Format, (ii) the availability and anticipated delivery time of other Alternative Formats from that CRA, and (iii) the possibility of obtaining Alternative Formats from the other CRAs.

12.3. "Extraordinary Request Volume" occurs when the number of Persons with a Visual Impairment making a Reasonable Consumer Request for a particular Alternative Format from a particular CRA in a given month is more than 175% of the Reasonably Anticipated Number. During periods of Extraordinary Request Volume, the CRA has an additional period of ninety (90)

days in which to provide the requested disclosure in the Alternative Format, but the CRA will provide the standard print disclosure within the time period set forth in 15 U.S.C. § 1681j(a)(2) for Annual File Disclosures. In addition, the CRA may require proof of visual impairment pursuant to section 12.6 as a condition of providing the disclosure in the requested Alternative Format. Furthermore, the CRA will place a message on its appropriate website and a message on its automated Customer Service Telephone Line advising Consumers who are Persons with a Visual Impairment of the following: (i) the length of the anticipated delay in delivering the requested Alternative Format, (ii) the availability and anticipated delivery time of other Alternative Formats from that CRA, and (iii) the possibility of obtaining Alternative Formats from the other CRAs.

12.4. If, after the expiration of a period of three (3) months following the Alternative Format Roll-out Date, a CRA experiences Extraordinary Request Volume for a period of at least three (3) consecutive months, then that CRA may provide notice to Claimants pursuant to section 13.4 and, after such notice, immediately cease accepting and fulfilling new requests for that particular Alternative Format. Any CRA's delivery of such notice shall suspend for sixty (60) days that CRA's obligation to accept and fulfill new requests for the type(s) of Alternative Formats resulting in the Extraordinary Request Volume. Any such suspension shall not constitute a breach of such section; provided, however, that such suspension shall not excuse the CRA's performance during the suspension period of all other portions of the Agreement not affected by the suspension. During the period of suspension, the CRA will place a message on its appropriate website and a message on its automated Customer Service Telephone Line advising Consumers who are Persons with a Visual Impairment of the following: (i) that the requested Alternative Format cannot be requested or fulfilled at that time due to Extraordinary Request Volume, (ii) the availability and anticipated delivery time of other Alternative Formats from that CRA, and (iii) the possibility of obtaining Alternative Formats from the other CRAs.

12.5. During periods when a disclosure is not available in a particular Alternative Format because of Extraordinary Request Volume, Consumers who are Persons with a Visual Impairment may request and obtain assistance in accessing their File Disclosure in accordance with the Interim Measures in section 8.

#### 12.6. Proof of Visual Impairment.

No later than thirty (30) days prior to the Alternative Format Roll-out Date, each CRA will develop a draft policy for requiring proof of visual

impairment as allowed by section 12.3 that is consistent with applicable federal and state law. Each CRA will provide the draft policy to Claimants for their review and comment. Claimants will provide their feedback on the draft policy within ten (10) days. Each CRA will consider Claimants' comments in good faith.

13. Procedures in the Event of Disputes and Periods of High or Extraordinary Request Volume.

13.1. Notice of Non-Compliance. If at any time a party reasonably believes that another party has not complied with any provision of this Agreement, that party shall provide the other party with a written Notice of Non-compliance containing the following information: (i) the alleged act of non-compliance; (ii) a reference to the specific provision(s) of the Agreement that are involved; (iii) a statement of the remedial action sought by the initiating party; and (iv) a brief statement of the specific facts, circumstances and argument supporting the position of the initiating party. Notices issued pursuant to this provision shall be deemed "Confidential" and shall not be disclosed by Claimants to any third party or to another CRA, except as necessary to enforce the terms of this Agreement.

13.2. Notice of High Request Volume. If a CRA experiences a High Request Volume as set forth in section 12.2 above, it shall provide Claimants with a written Notice of High Request Volume containing the following information: (i) the Reasonably Anticipated Number for that type of alternative format; (ii) the available information upon which the Reasonably Anticipated Number was based; (iii) the type of Alternative Format request giving rise to the High Request Volume; and (iv) the number of requests made for that type of Alternative Format during the relevant period. This information shall be deemed "Confidential" and shall not be disclosed by Claimants to any third party or to another CRA, except as necessary to enforce the terms of this Agreement.

13.3. Notice of Extraordinary Request Volume. If a CRA experiences Extraordinary Request Volume as set forth in section 12.3 above, it shall provide Claimants with a written Notice of Extraordinary Request Volume containing the following information: (i) the Reasonably Anticipated Request Number for that type of Alternative Format; (ii) the available information upon which the Reasonably Anticipated Number was based; (iii) the type of Alternative Format request giving rise to the Extraordinary Request Volume; and (iv) the number of requests made for that type of Alternative Format during the relevant period. This information shall be deemed "Confidential" and shall not be disclosed

by Claimants to any third party or to another CRA, except as necessary to enforce the terms of this Agreement.

13.4. Notice of Requested Modification Due to Extraordinary Request Volume. In addition to the information provided pursuant to section 13.3, above, in the event that a CRA invokes the suspension provision of section 12.4 above, it shall, if applicable, provide Claimants with Notice of any proposed amendments or modifications to this Agreement to resolve issues arising from the Extraordinary Request Volume. In such Notice, the CRA may, in addition to any other modifications and/or amendments, propose amendments to the definition of Person with a Visual Impairment set forth in section 1.11 and/or amendments to the self-certification form and/or procedures for detecting fraudulent self-certification.

13.5. Meet and Confer. Within ten (10) days of receipt of a Notice provided pursuant to sections 13.1, 13.2, 13.3 or 13.4 Claimants and the CRA(s) giving notice of high or extraordinary volume or which are the subject of the Notice of Non-Compliance shall informally meet in person or via telephone and confer and attempt to resolve the issues raised in the Notice.

13.6. If no resolution to a Notice of Extraordinary Request Volume is reached, this Agreement is deemed null and void with respect to that CRA's obligations related to the Alternative Format at issue upon expiration of the sixty (60) day suspension period.

13.7. Except as otherwise provided in section 13.6, above, if no resolution to a Notice of Non-Compliance or other dispute is reached, the parties shall submit their dispute to mediation before a mutually agreed upon mediator. If mediation proves unsuccessful, the parties agree to submit to confidential binding arbitration. A neutral arbitrator shall be chosen by agreement of the parties. Any such arbitration will be held in the San Francisco Bay Area.

14. Notice or Communication to Parties. Any notice or communication required or permitted to be given to the parties hereunder shall be given in writing by e-mail and by overnight express mail or United States first class mail, addressed as follows:

To: Claimants:

Linda M. Dardarian  
c/o Goldstein, Demchak, Baller, Borgen & Dardarian  
300 Lakeside Drive, Suite 1000  
Oakland, CA 94612  
e-mail: ldardarian@gdblegal.com

Lainey Feingold  
Law Office of Lainey Feingold  
1524 Scenic Avenue  
Berkeley, CA 94708  
e-mail: LF@LFLegal.com

To: Equifax:

Office of the General Counsel  
Equifax, Inc.  
1550 Peachtree Street, N.W.  
Atlanta, GA 30309  
Kent.mast@equifax.com

Charles H. Morgan  
Alston & Bird, LLP  
1201 West Peachtree Street  
Atlanta, GA 30309-3424  
Charlie.morgan@alston.com

Experian:

Office of the General Counsel  
475 Anton Blvd  
Costa Mesa, CA 92626  
Jason.engel@experian.com

Alison B. Marshall  
Jones Day  
51 Louisiana, Ave., N.W.  
Washington, D.C. 20001  
abmarshall@jonesday.com



TransUnion:

Denise A. Norgle  
General Counsel's Office  
TransUnion LLC  
555 W. Adams Street  
Chicago, IL 60661  
dnorgle@transunion.com

Stephen J. Newman  
Stroock & Stroock & Lavan LLP  
2029 Century Park East, Suite 1600  
Los Angeles, CA 900067  
snewman@stroock.com

Central Source LLC  
David Vaughn  
New Management Services LLC  
PO Box 105283  
Atlanta, GA 30348-5283  
e-mail: dvaughn@newmgtservices.com

15. Publicity Regarding This Agreement and Its Terms.

15.1. The parties will issue the press release attached hereto on April 23, 2008 or on a date thereafter that is mutually acceptable.

15.2. Except as provided in section 15.1, during the term of this Agreement, neither Claimants nor Claimants' Counsel shall issue any press release or press statement regarding any of the CRA signators to this Agreement or the subject matter covered by this Agreement. Any other public statements the parties and Counsel make about the subject matter covered by this Agreement shall be consistent with the joint press release.

16. Modification in Writing. No modification of this Agreement by the parties shall be effective unless it is in writing and signed by authorized representatives of all the parties hereto.

17. Agreement Binding on Assigns and Successors; No Third Party Beneficiaries.

17.1. Assigns and Successors. This Agreement shall bind any assigns and successors of the Companies and Central Source. Within thirty (30) days of assignment or succession, Central Source or the affected CRA shall notify Claimants in writing of the existence, name, address and telephone number of any assigns or successors relating to the subject matters addressed herein.

17.2. No Third Party Beneficiaries. This Agreement is for the benefit of the parties hereto only and no other person or entity shall be entitled to rely hereon, receive any benefit herefrom, or enforce against either party any provision hereof. The parties specifically intend that there be no third party beneficiaries to this Agreement.

18. Force Majeure. The performance of the CRAs and Central Source under this Agreement shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to acts of God, strikes or lockouts, unavailability of parts, equipment or materials through normal supply sources, security threat, or any other event of force majeure. If any CRA or Central Source seeks to invoke this section as the result of an event of force majeure impacting only the CRA's ability to satisfy its obligations under the terms of this Agreement and not the CRA's ability to provide services to other consumers, it shall notify Claimants in writing as soon as reasonably practicable, specifying the particular action(s) that could not be performed and the specific reason for non-performance. Claimants' Counsel and the party(ies) invoking this section will thereafter meet and confer regarding an alternative schedule for completion of the action that could not be performed, or an alternative action. Any dispute regarding the applicability of this section, or any future action to be taken, that remains after the meet and confer session will be handled as a dispute pursuant to section 13 of this Agreement.

19. Integrated Agreement. This Agreement and the Confidential Addendum hereto constitute the final, complete and exclusive Agreement between the parties relating to the subject matters addressed herein and supersedes any prior or contemporaneous written or oral agreements between the parties, including without limitation the Structured Negotiations Agreement. The terms of this Agreement are contractual and not merely recitals.

20. Rules of Construction. Each party and its legal counsel have reviewed and participated in the drafting of this Agreement and any rule of construction to the effect that ambiguities are construed against the drafting party shall not apply in the interpretation or construction of this Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of the

Agreement. The Recitals are integral to the construction and interpretation of this Agreement and are therefore incorporated into this Agreement in their entirety.

21. Exhibits. The terms of any Exhibits attached hereto are fully incorporated into this Agreement and are an integral part thereof. The terms of this Agreement, where applicable, are fully incorporated into all Exhibits and are, where applicable, an integral part thereof. The use of the term “Agreement” herein includes all Exhibits.

22. Effect of Settlement. Neither this Agreement nor any act performed or document executed pursuant to or in furtherance of the Agreement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any wrongdoing or liability of any CRA or Central Source; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any CRA or Central Source in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any CRA or Central Source may file the Agreement in any action that may be brought against it in order to attempt to support any defense or counterclaim.

23. Multiple Originals/Execution in Counterparts. All parties and Claimants’ Counsel shall sign five (5) copies of this document and each such copy shall be considered an original. This document may be executed in counterparts and facsimile signatures shall be accepted as original.

**SO AGREED:**

**American Council of the Blind**

**Equifax Information Services LLC**

By: \_\_\_\_\_  
Melanie Brunson

By: \_\_\_\_\_  
Richard G. Goerss

Title: Executive Director

Title: Chief Privacy Officer and  
Corporate Regulatory Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**California Council of the Blind**

By: \_\_\_\_\_  
Jeff Thom

Title: President

Date: \_\_\_\_\_

**Experian Information Solutions, Inc.**

By: \_\_\_\_\_  
Scott Wheeler

Title: Treasurer

Date: \_\_\_\_\_

**Paul Parravano**

\_\_\_\_\_  
Date: \_\_\_\_\_

**TransUnion LLC**

By: \_\_\_\_\_  
Mark W. Marinko

Title: Executive Vice President of  
Consumer Services

Date: \_\_\_\_\_

**Lori Gray**

\_\_\_\_\_  
Date: \_\_\_\_\_

**Central Source LLC**

By: \_\_\_\_\_  
David Vaughn

Date: \_\_\_\_\_

**Lucy Greco**

\_\_\_\_\_  
Date: \_\_\_\_\_

## **PRESS RELEASE**

### **National Credit Reporting Companies, Blind Community, Announce Landmark Initiative to Provide Accessible Online Credit Reports**

*Braille and other formats also to be made available*

(City) (Date, 2008) The nation's three major consumer credit reporting companies today unveiled a comprehensive program to provide improved access to important credit information for people who are blind or visually impaired. The initiative, crafted with the American Council of the Blind, its California affiliate and several individual members of the blind community, will help protect the credit information of individuals who cannot read a standard print credit report.

Under the plan announced today, Equifax (NYSE: **EFX**), Experian (EXPN.L), and TransUnion have begun working to make online credit reports and related information accessible through their jointly operated website, AnnualCreditReport.com, the official site to help consumers obtain free credit reports. Accessible credit reports for people with visual impairments will be available online by October 31 of this year. By the end of the year, the companies will also make credit reports available in Braille and other formats at no charge to qualified individuals who cannot access print information.

"We are thrilled with the commitment of Equifax, Experian and TransUnion to provide credit information in accessible formats," said Melanie Brunson, Executive Director of the American Council of the Blind in Washington, D.C. "The initiative being announced today will help people with visual impairments fight identity theft by independently monitoring and reviewing their credit reports as all members of the public should."

"By proactively creating AnnualCreditReport.com, Equifax and its rivals gave consumers easy access to their credit information and this latest initiative is yet another example of how, as an industry, we are extending this access to consumers with visual impairments," said Dann Adams, President, Equifax U.S. Consumer Information Solutions.

"Experian has a long history of providing quality credit products and services to consumers and we were excited by the opportunity to improve access for consumers with visual impairments to these important tools," said Kerry Williams, group president, Credit Services & Decision Analytics, Experian Americas.

"TransUnion is very pleased to be a part of this important effort that will help empower visually impaired consumers to manage their own credit health," said Mark Marinko, president of Consumer Services at TransUnion.

## ***Web Site Access***

Today's initiative includes a commitment to design online credit reports and related web pages in accordance with guidelines issued by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C) ([www.w3.org/wai](http://www.w3.org/wai)). The guidelines, which do not affect the content or look and feel of a Web site, ensure that Web sites are accessible to persons with visual disabilities. The guidelines are of particular benefit to blind computer users who use screen reader or magnification technology on their computers and who rely on a keyboard instead of a mouse.

"Web site accessibility is of great importance to both the blind community and to people with disabilities generally," said ACB Board member, and CCB President, Jeff Thom, a blind lawyer in Sacramento, California. "We applaud the leadership role taken by all the credit reporting companies in committing to address the accessibility of AnnualCreditReport.com and online credit reports, helping to protect the financial security of a wide range of online consumers."

"We truly appreciate the credit reporting companies' willingness to engage in discussions with us to find a solution to the problem of inaccessible credit reports," said Paul Parravano, a blind M.I.T. employee in Cambridge, Massachusetts, who was involved in the discussions. "Today's announcement, reached as a result of the collaborative process, is an important milestone in the blind community's quest for independent control over their financial information."

## **About American Council of the Blind (ACB) and California Council of the Blind (CCB)**

American Council of the Blind is a national consumer-based advocacy organization working on behalf of blind and visually impaired Americans throughout the country, with members organized through seventy state and special interest affiliates. California Council of the Blind is the California affiliate of the ACB, and is a statewide membership organization, with 40 local chapters and statewide special interest associations. ACB and CCB are dedicated to improving the quality of life, equality of opportunity and independence of all people who have visual impairments. Their members and affiliated organizations have a long history of commitment to the advancement of policies and programs which will enhance independence for people who are blind and visually impaired. More information about ACB and CCB can be found by visiting [www.acb.org](http://www.acb.org) and <http://www.ccbnet.org/>

## **ABOUT EQUIFAX**

Equifax ([www.equifax.com](http://www.equifax.com)) empowers businesses and consumers with information they can trust. A global leader in information solutions, employment and income verification and human resources business process outsourcing services, we leverage one of the largest sources of consumer and commercial data, along with advanced analytics and proprietary technology, to create customized insights that enrich both the performance of businesses and the lives of consumers.

Customers have trusted Equifax for over 100 years to deliver innovative solutions with the highest integrity and reliability. Businesses – large and small – rely on us for consumer and business credit intelligence, portfolio management, fraud detection, decisioning technology, marketing tools, HR/payroll services, and much more. We empower individual consumers to manage their personal credit information, protect their identity and maximize their financial well-being.

Headquartered in Atlanta, Georgia, Equifax Inc. employs approximately 7,000 people in 14 countries throughout North America, Latin America and Europe. Equifax is a member of Standard & Poor's (S&P) 500<sup>®</sup> Index. Our common stock is traded on the New York Stock Exchange under the symbol EFX.

## **ABOUT EXPERIAN**

Experian<sup>®</sup> is a global leader in providing information, analytical and marketing services to organizations and consumers to help manage the risk and reward of commercial and financial decisions.

Combining its unique information tools and deep understanding of individuals, markets and economies, Experian partners with organizations around the world to establish and strengthen customer relationships and provide their businesses with competitive advantage.

For consumers, Experian delivers critical information that enables them to make financial and purchasing decisions with greater control and confidence.

Clients include organizations from financial services, retail and catalog, telecommunications, utilities, media, insurance, automotive, leisure, e-commerce, manufacturing, property and government sectors.

Experian Group Limited is listed on the London Stock Exchange (EXPN) and is a constituent of the FTSE 100 index. It has corporate headquarters in Dublin, Ireland, and operational headquarters in Costa Mesa, Calif., and Nottingham, UK. Experian employs approximately 15,500 people in 36 countries worldwide, supporting clients in more than 65 countries. Annual sales are in excess of \$3.8 billion.

For more information, visit the Group's Web site on [www.experiangroup.com](http://www.experiangroup.com).

## **ABOUT TRANSUNION**

As a global leader in credit and information management, TransUnion creates advantages for millions of people around the world by gathering, analyzing and delivering information. For businesses, TransUnion helps improve efficiency, manage risk, reduce costs and increase revenue by delivering comprehensive data and advanced analytics and decisioning. For consumers, TransUnion provides the tools, resources and education to help manage their credit health and achieve their financial goals. Through these and other efforts, TransUnion is working to build stronger economies worldwide. Founded in 1968 and headquartered in Chicago,

TransUnion employs more than 4,000 employees in more than 30 countries on six continents.  
[www.transunion.com](http://www.transunion.com)

## **CONTACTS**

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