

**JOHN S. WHITE V. E-LOAN, INC.  
UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF CALIFORNIA  
NOTICE OF CLASS ACTION PROPOSED SETTLEMENT  
AND COURT APPROVAL HEARING**

**PLEASE READ THIS ENTIRE NOTICE CAREFULLY. THE PROPOSED SETTLEMENT DESCRIBED BELOW  
MAY AFFECT YOUR LEGAL RIGHTS AND PROVIDE YOU POTENTIAL BENEFITS.**

**YOU ARE NOT BEING SUED.**

TO: All individuals throughout the United States whose credit report information was obtained or used by E-Loan, Inc. ("E-Loan"), in connection with a credit transaction not initiated by them, and who received a mailer from E-Loan designated as the S501-A mailing or as the S501-B mailing.

**I. What Is the Purpose of This Notice?**

The purpose of this Notice is (a) to advise you of a proposed Settlement (the "Settlement") of the above-captioned civil action (the "Action") against E-Loan in the United States District Court for the Northern District of California (the "Court"), (b) to summarize your rights under the Settlement, and (c) to inform you of a court hearing to consider the final approval of the Settlement to be held on March 2, 2007, at 9:00 a.m., before the Honorable Susan Illston, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102 (the "Court Approval Hearing").

**II. Why did I receive this Notice?**

You are a member of the settlement class (the "Class") because E-Loan's records show that E-Loan obtained information about you from a credit reporting agency and used that information to send you a letter about a loan in 2005.

**III. What is the Case About?**

Plaintiff claims that E-Loan violated your privacy rights by obtaining information about you from a credit reporting agency in violation of the Fair Credit Reporting Act (the "FCRA"). The Action does not seek actual damages. The Action seeks statutory damages, punitive damages, and attorneys' fees and costs. E-Loan denies that it acted unlawfully, and denies that it committed any violations of the FCRA. The Court has not made a determination that E-Loan has done anything wrong.

**IV. What are the Principal Terms of the Proposed Settlement?**

The principal terms of the proposed Settlement are:

A. Settlement Benefit. Each Class Member who does not exclude himself or herself from the Class and submits a timely Claim Form will be eligible to receive: 1) a check for \$20.00; 2) a free Credit Report; and 3) a free FICO Credit Score (a credit score calculation developed by Fair Isaac Corporation).

To receive the Settlement Benefit, your Claim Form must be completed, signed, and mailed to the following address for FCRA Settlement Administration, postmarked not later than April 2, 2007:

FCRA Settlement Administration  
PO Box 13005  
Birmingham, AL 35202-3005

If you wish to receive the Credit Report and Credit Score, then you must completely fill out and sign Section III of the Claim Form to provide the Credit Vendor with your express authorization for it to provide you with your Credit Report and Credit Score.

The Claim Form must be signed in Section IV.

B. Release. Each Class Member who does not exclude himself or herself from the Class, and his or her respective heirs, executors, administrators, successors, representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government as *parens patriae* or bankruptcy trustees), collectively, the "Class Releasing Parties," will unconditionally and irrevocably remise, release, and discharge E-Loan from, and irrevocably agree not to

commence any judicial action against E-Loan arising out of, any and all claims, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known as of the date hereof, whether existing now or to come into existence in the future, arising at law or in equity, by a right of action or otherwise, whether or not they were asserted or could have been asserted in the Action, which the Class Member has, may have, or may come to have, individually or as a member of a class, against E-Loan based on, arising out of, or in any way relating or pertaining to (a) all claims that were asserted or attempted to be asserted in the Action in connection with E-Loan's S501-A and S501-B mailings; (b) E-Loan's accessing or obtaining of consumer credit reports or consumer credit information in connection with E-Loan's S501-A and S501-B mailings; (c) E-Loan's alleged failure to comply with the requirements of the FCRA relating to the accessing or obtaining of consumer credit reports and/or consumer credit information in connection with E-Loan's S501-A and S501-B mailings; (d) the contents of and any disclosure or non-disclosure in E-Loan's S501-A and S501-B mailings; and (e) the contents, failure of delivery, or misdelivery of any Class Member's Credit Report or Credit Score that may be obtained as part of this Settlement. This Release shall be included as part of any judgment, so that all released claims and rights shall also be barred by principles of *res judicata*. Nothing in this release shall be construed to release Defendant from any obligations under this Settlement Agreement.

Each Class Member who does not exclude himself or herself from the Class agrees that, upon Final Approval, each will waive and release any and all provisions, rights, and benefits conferred either (a) by Section 1542 of the California Civil Code, or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, with respect to the claims released above.

Section 1542 of the California Civil Code reads:

Section 1542. General Release, extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Whether a beneficiary of California law or otherwise, each Class Member acknowledges that he or she may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released above, but each of those individuals expressly agrees that, upon entry of the final judgment contemplated by the Settlement Agreement, he or she shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the claims released above, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

C. Attorneys' Fees and Costs. Plaintiff's Counsel will ask the Court to award them attorneys' fees and litigation costs in the amount of \$750,000 for investigating the facts and law in the Action, litigating the Action, and negotiating the proposed Settlement of the Action. Plaintiff's Counsel has already filed a motion for such an award with the Court, and will file a detailed memorandum of law in support of that motion prior to the Court Approval Hearing. (Copies of the motion are available from the Clerk of Court and copies of the memorandum in support of that motion will be available from the Clerk of Court prior to the Court Approval Hearing.) E-Loan has agreed to pay the amount of any fees and costs awarded to Plaintiff's Counsel by the Court up to \$750,000. Any award of attorneys' fees and costs to Plaintiff's Counsel, up to the above-specified limits, will be paid by E-Loan separate from and in addition to the Settlement Benefit to Class Members.

D. Dismissal of the Action. The Action will be dismissed with prejudice.

If the Settlement is approved by the Court and becomes final, the Settlement will be consummated and the Settlement Benefit will be provided to eligible Class Members. If the Settlement is not approved by the Court or does not become final for any reason, the Action will continue, and Class Members will not be entitled to receive the Settlement Benefit.

SECTIONS IV(A)-(D) ABOVE PROVIDE ONLY A SUMMARY OF THE TERMS OF THE PROPOSED SETTLEMENT. YOU MUST CONSULT THE SETTLEMENT AGREEMENT FOR MORE INFORMATION ABOUT THE EXACT TERMS OF THE SETTLEMENT. THE SETTLEMENT AGREEMENT IS AVAILABLE FROM THE CLERK OF COURT, AS SET FORTH IN SECTION IX BELOW, OR ON THE INTERNET AT [www.whitecasesettlement.com](http://www.whitecasesettlement.com).

**V. Who Represents the Class?**

The Court provisionally has appointed the following individuals from the following law firms to act as the lawyers for the Class (referred to as "Plaintiff's Counsel"):

Jill H. Bowman  
Terry A. Smiljanich  
JAMES, HOYER, NEWCOMER &  
SMILJANICH, P.A  
One Urban Centre, Suite 550  
4830 West Kennedy Blvd.  
Tampa, FL 33609-2589

Douglas Bowdoin  
DOUGLAS BOWDOIN, P.A.  
255 S. Orange Ave., Suite 800  
Orlando, FL 32801

**VI. What Do I Need to do Now?**

A. **YOU CAN PARTICIPATE AND BE ELIGIBLE TO RECEIVE THE SETTLEMENT BENEFIT.** If the Settlement is approved at the Court Approval Hearing, you will have the right to participate in the Settlement and receive the Settlement Benefit described in this Notice. If that is what you want, you must complete and mail the attached Claim Form, by first-class mail, to the Settlement Administrator at the address provided on the Claim Form postmarked on or before April 2, 2007. If you do not mail back a fully-completed Claim Form before that deadline, you will not get a Settlement Benefit and will be bound by the Settlement.

If you participate, your interests as a Class Member will be represented by Plaintiff and the above-listed Plaintiff's Counsel. You will not be billed for their services.

You will be bound by any judgment or other final disposition of the Action, including the Release as provided in the Settlement Agreement, and will be precluded from pursuing claims against E-Loan separately if those claims are within the scope of the Release.

B. **YOU CAN OPT-OUT.** If you do not wish to be a Class Member, and do not want to participate in the Settlement, you may exclude yourself from the Class by completing and mailing a notice of intention to opt-out (referred to as an "Opt-Out") to the following address, postmarked not later than February 15, 2007:

FCRA Settlement Administration  
P.O. Box 13005  
Birmingham, AL 35202-3005

Any Opt-Out must (a) state your full name, address, and telephone number; (b) contain your original signature (conformed, reproduced, facsimile, or other non-original signatures are not valid); and (c) state unequivocally your intent to be excluded from the Class, to be excluded from the Settlement, to waive all right to the Settlement Benefit, or not to participate in the Settlement. If you choose to exclude yourself from the Class, you will not be able to participate in any benefits of the Settlement and you will retain any claims you may have against E-Loan. Class Members who do not mail in a timely and valid Opt-Out will remain Class Members and will be bound by the Settlement.

C. **YOU CAN OBJECT OR TAKE OTHER ACTIONS IN THE ACTION.** Any Class Member who has not elected to be excluded from the Class may object to part or all of the Settlement, may appear at the Court Approval Hearing, and/or may ask to become involved in the Action.

(1) **Objections to the Settlement.** You may object to the approval of the Settlement, to any aspect of the Settlement or the Settlement Agreement, and/or to the application for attorneys' fees and costs, or both. You must file any objection with the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16<sup>th</sup> Floor Room 1111, San Francisco, CA 94102 on or before February 20, 2007, and must send a copy of the objection to Plaintiff's Counsel and Defendant's Counsel at the addresses set forth below in this Section VI by that same date. To be valid, each objection must (a) set forth the Class Member's full name, current address, and telephone number; (b) contain the Class Member's original signature (conformed, reproduced, facsimile, or other non-original signatures are not valid); (c) state that the Class Member objects to the Settlement, in whole or in part; (d) set forth a statement of the legal and factual basis for the objection; and (e) provide copies of any documents that the Class Member wishes to submit in support of his/her position. Objections that are not timely filed with the Court and sent to Plaintiff's Counsel and Defendant's Counsel, and/or are otherwise invalid, will not be considered by the Court.

(2) **Appearances at the Court Approval Hearing.** It is not necessary for you to appear at the Court Approval Hearing. If you wish to appear and/or speak at the Court Approval Hearing, whether personally or through a lawyer, however, you must file a notice of appearance with the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16<sup>th</sup> Floor Room 1111, San Francisco, CA 94102 on or before February 20, 2007, and must send a copy of the notice of appearance to Plaintiff's Counsel and Defendant's Counsel at the addresses set forth above and below by February 20, 2007. Copies of any documents you wish to submit to the Court in support of your objection must have been filed and sent to Plaintiff's Counsel and Defendant's Counsel on or before February 20, 2007.

(3) **Intervention in the Action.** It is not necessary for you to intervene in the Action. If you want to intervene or seek other relief from the Court in the Action, however, you must file an appropriate motion or application to intervene, and all supporting pleadings and other documents, with the Clerk of Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, 16<sup>th</sup> Floor Room 1111, San Francisco, CA 94102 on or before February 20, 2007, and must send a copy of the motion or application to intervene or seek other relief from the Court, and all supporting pleadings and other documents, to Plaintiff's Counsel (address in Section V above) and Defendant's Counsel at the addresses set forth below by February 20, 2007.

Plaintiff's Counsel

(See list in  
Section V above)

Defendant's Counsel

Victoria R. Collado  
James C. Schroeder  
Mayer, Brown, Rowe & Maw, LLP  
71 South Wacker Drive  
Chicago, IL 60606

**VII. What Will Take Place at the Court Approval Hearing?**

The Court will hold the Court Approval Hearing in Courtroom No. 10, on the Nineteenth Floor of the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, on March 2, 2007, at 9:00 a.m. At that time, the Court will determine, among other things, (a) whether the Settlement should be finally approved as fair, reasonable, and adequate, (b) whether the Action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement, (c) whether Class Members should be bound by the Release set forth in the Agreement, (d) whether the Class should be finally certified, (e) whether Class Members should be subject to a permanent injunction that, among other things, bars Class Members from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit, claim, demand, or proceeding in any jurisdiction that is based on or related to, directly or indirectly, matters within the scope of the Release, (f) the amount of attorneys' fees and costs to be awarded to Plaintiff's Counsel, if any, and (g) the amount of the award to be awarded to Plaintiff for his service as class representative, if any. The Court Approval Hearing may be postponed, adjourned, or continued by Order of the Court without further notice to the Class.

**VIII. What Orders Has the Court Entered in Connection with the Proposed Settlement?**

A. Preliminary Injunction. The Court has preliminarily enjoined Class Members who have not timely and validly excluded themselves from the Class, and all persons acting on behalf of or in concert with any such Class Members, from, directly or indirectly, (i) commencing, prosecuting, participating in (as a class member or otherwise), and/or assisting in any lawsuit or other proceeding against E-Loan that asserts or purports to assert claims that (a) were asserted, attempted to be asserted, or could have been asserted in the Action, and/or (b) are within the scope of the Release; and (ii) organizing or soliciting Class Members or Opt-Outs into a separate class for purposes of pursuing, as a purported class action, a lawsuit or other proceeding on behalf of Class Members or Opt-Outs that asserts or purports to assert claims that (a) were asserted, attempted to be asserted, or could have been asserted in the Action, and/or (b) are within the scope of the Release (the "Injunction"). The exact terms of the Injunction are set forth in Paragraph 23 of the Court's Preliminary Approval Order dated December 5, 2006 ("Order"), a copy of which is available from the Clerk of Court, as set forth in Section IX below, or on the internet at [www.whitecasesettlement.com](http://www.whitecasesettlement.com).

B. Communication with Class Members. Class Members are currently represented by Plaintiff's Counsel. As a result, the Court has ordered that no person or entity shall be permitted to initiate communications with Class Members, whether by written correspondence, notices, advertisements, internet postings, or other media, concerning the Settlement or Settlement Agreement or its terms without prior approval from the Court upon prior notice to Plaintiff's Counsel and Defendant's Counsel.

**IX. How Can I Get Additional Information About the Action, the Proposed Settlement, the Settlement Agreement, or the Notice?**

The descriptions of the Action, the Settlement, and the Settlement Agreement that are contained in this Notice are only a general summary. In the event of a conflict between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall control. All papers filed in this case, including the full Settlement Agreement, are available for you to inspect and copy (at your cost) at the office of the Clerk of Court, United States District Court for the Northern District of California, during regular business hours.

Any questions concerning this Notice, the Settlement Agreement, or the Settlement may be directed to Plaintiff's Counsel in writing at the address set forth above in Section V or by calling Class Counsel at 1-800-634-0877.

You may also seek the advice and counsel of your own attorney, at your own expense, if you desire.

Additional copies of this Notice and the accompanying Claim Form can be obtained from Class Counsel upon written request.

In addition, copies of the Settlement Agreement and the Order of the Court preliminarily approving the Settlement are available on the internet at [www.whitecasesettlement.com](http://www.whitecasesettlement.com).

DO NOT WRITE OR TELEPHONE THE COURT, THE CLERK'S OFFICE, OR E-LOAN IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE, THE SETTLEMENT, OR THE SETTLEMENT AGREEMENT.

**X. What are the Important Deadlines I Should Know?**

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| February 15, 2007 | All OPT-OUTS must be POSTMARKED and mailed to FCRA Settlement Administration.  |
| February 20, 2007 | All NOTICES OF APPEARANCE AND MOTIONS TO INTERVENE must be FILED in Court and sent to Plaintiff's Counsel and Defendant's Counsel. |
| February 20, 2007 | All OBJECTIONS must be FILED in Court and sent to Plaintiff's Counsel and Defendant's Counsel.                                     |
| March 2, 2007     | COURT APPROVAL HEARING.  |
| April 2, 2007     | All CLAIM FORMS must be POSTMARKED and mailed to FCRA Settlement Administration, or you will not receive the Settlement Benefit.   |

Dated: December 5, 2006

The Honorable Susan Illston  
UNITED STATES DISTRICT JUDGE