

## **Information About Experian Credit Educator's Arbitration Program**

### **1. How to Commence an Arbitration Under Experian's Current Arbitration Provision**

Experian is committed to customer satisfaction. Part of that commitment is ensuring that any dispute a customer may have is resolved in a fair, effective, and efficient manner. Most of the time that you might have a concern about the Experian Credit Educator Service, that concern can be resolved quickly and to your satisfaction by calling our customer service department at 877-901-6909. If you are still not satisfied, you may have your dispute resolved through binding arbitration before the American Arbitration Association ("AAA"). Alternatively, you may file an action in Small Claims Court.

### **2. What Is Arbitration?**

Arbitration is a more informal method of binding dispute resolution than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, has more limited discovery than in court, and is subject to very limited review by courts. Arbitration hearings are typically brief. For claims of \$10,000 or less, you may choose whether the hearing takes place in person, by telephone, or solely on the basis of documents submitted to the arbitrator. (If you choose an in-person hearing, it will take place in the county (or parish) of your billing address.) If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for in Experian's arbitration provision, Experian will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in your demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Experian for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

You may retain an attorney to represent you in arbitration if you choose.

**ARBITRATION UNDER EXPERIAN'S ARBITRATION PROVISION WILL TAKE PLACE ON AN INDIVIDUAL BASIS. THE ARBITRATOR CANNOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PERSON OR PROCEED ON A CLASS-WIDE BASIS. BUT ARBITRATION DOES NOT AFFECT THE SUBSTANCE OF YOUR LEGAL CLAIMS; ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD.**

Arbitrations under Experian's arbitration provision will be administered by the AAA, a leading non-profit arbitration provider (<http://www.adr.org>). The arbitration will be conducted using the AAA's Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes as modified by Experian's arbitration provision to make arbitration less expensive and more convenient for our customers. Because the AAA may update those rules from time to time, and because the applicable rules for any particular arbitration will be the ones in force at the time, please check the AAA's website ([http://www.adr.org/arb\\_med](http://www.adr.org/arb_med)) to see the latest version.

If you have retained an attorney, he or she may help you answer any further questions you might have about arbitration.

### **3. How Do I Arbitrate A Claim?**

You can arbitrate a claim against Experian by taking the following steps:

**Notify us of Your Dispute:** Before beginning an arbitration against Experian, you must first notify us (“Notice”) of your dispute and allow us an opportunity to resolve it without the need for arbitration. The Notice to Experian should be addressed to: General Counsel, Experian, 475 Anton Blvd., Costa Mesa, CA 92626 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If Experian and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Experian may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Experian or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Experian is entitled. You may download or copy a form Notice and a form to initiate arbitration from here: <http://www.experian.com/arbitration>. The AAA provides a form Demand for Arbitration on its web site (at <http://www.adr.org/si.asp?id=3477>). (There is a separate form for California residents, also available on the AAA's web site (at <http://www.adr.org/si.asp?id=3485>).

Please be sure to keep a copy of the letter or Notice for your records.

**Make a Demand for Arbitration:** Complete the Demand for Arbitration and make at least four (4) copies. Make sure to keep one copy for your records. Send one copy to us at: General Counsel, Experian, 475 Anton Blvd., Costa Mesa, CA 92626.

Send the final two copies of the Demand for Arbitration to the AAA Case Management Center for the state in which your billing address is located. Please be sure to include (1) a copy of Experian's arbitration provision (you may obtain a copy from our web site) <http://www.experian.com/arbitration>); and (2) the appropriate AAA filing fee. We will promptly reimburse you this amount when we receive a copy of your Demand for Arbitration. The filing fee is currently \$125 for claims under \$10,000, but the AAA may change the amount of the fee. You may obtain the amount of the fee by consulting the AAA's rules. Those rules may be obtained from the AAA's web site ([http://www.adr.org/arb\\_med](http://www.adr.org/arb_med)), or by calling the AAA at 800-778-7879. If you are unable to pay the AAA's filing fee, please inform us by writing a letter to the above address and we will arrange to pay it directly. The contact information for each of the AAA's Case Management Centers can be found at their website (<http://www.adr.org/sp.asp?id=29019>).

**Case Manager Assignment:** Once the AAA receives your Demand for Arbitration, the AAA will assign your case to a Case Manager. The Case Manager will then send us both a confirmation letter and give Experian 10 days to respond to your Demand.

**Appointment Of Arbitrator:** If no claim in the arbitration exceeds \$75,000, the AAA will appoint an arbitrator and notify us both of that arbitrator's name and qualifications. The AAA requires all

arbitrators to check for any past or present relationships with the parties, potential witnesses, and the parties' attorneys. If the arbitrator has any such relationship, the AAA will tell both you and us. If either you or us objects to the AAA's choice of arbitrator, we will have seven days to inform the AAA. Note that all arbitrators must swear an oath for each case promising to be impartial and to abide by the AAA's Code of Ethics for Arbitrators in Commercial Disputes. A copy of that Code may be obtained from the AAA's website (at <http://www.adr.org/sp.asp?id=32124>).

Choose The Kind Of Hearing You Would Like: Unless you and we agree to have any arbitration hearings somewhere else, they will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, you may choose whether any hearings are conducted in person or by telephone. Alternatively, you may choose to proceed by a "desk" arbitration, which does not involve a hearing. Instead, the arbitrator resolves the dispute solely on the basis of the documents that you and we submit. Once the AAA has commenced the arbitration, you have 10 days to inform the AAA of your choice of hearing. If you do not make a choice, the AAA will assume that you want a desk arbitration. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules. Those rules currently provide for an in-person hearing if the consumer's claim exceeds \$10,000, but you and we may agree whether that hearing is in person or by telephone, or whether to instead proceed with a desk arbitration.

Arbitrator's Decision: Within 14 days from the conclusion of the in-person or telephone hearing or from the submission of all written evidence to the arbitrator if you chose a desk arbitration, the arbitrator will render a written decision. That decision will include the essential findings and conclusions upon which the arbitrator based his or her award.

Arbitration Costs In Frivolous Cases: If the arbitrator not only rules against you, but also rules that either the substance of your claim or the relief you requested in your Demand for Arbitration was either frivolous or brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then responsibility for the costs of arbitration will be set by the AAA's rules. For frivolous cases in which your demand is \$10,000 or less, your share of the costs is currently limited to \$125, though the AAA may change that amount. If the arbitrator makes this determination, you may be required to reimburse Experian for paying your share of the arbitration costs.

Arbitration Costs for Claims Exceeding \$75,000: If you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of AAA filing, administration, and arbitrator fees will be governed by the AAA rules. Those rules may be downloaded from the AAA's web site (at [www.adr.org/arb\\_med](http://www.adr.org/arb_med)).

## **Frequently Asked Questions Related to Experian Credit Educator's Arbitration Program**

Q. What is arbitration?

A. Arbitration is a process, not unlike court (but much less formal), where an independent neutral person hears evidence and issues a decision, known as an "award". This award is generally final and binding on the parties in the case.

Q. What is the American Arbitration Association and what role does it play?

A. The American Arbitration Association (AAA) is a not-for-profit, public service organization committed to the resolution of disputes through the use of arbitration, mediation and other voluntary procedures.

The AAA processes a case from filing to closing, appointing arbitrators, setting hearings, transmitting documents and scheduling conference calls. The goal is to keep cases moving in a fair and impartial process until completion.

Q. What kinds of disputes are covered by the Experian Arbitration Program?

A. The arbitration clause in the contract between you and Experian explains what kinds of disputes are covered. The AAA also applies its Supplementary Procedures for Consumer-Related Disputes to disputes between you and Experian. The AAA will have the discretion to apply or not to apply the Supplementary Procedures and the parties will be able to bring any disputes concerning the application or non-application to the attention of the arbitrator. Consumers are not prohibited from seeking relief in a small claims court for disputes or claims within the scope of its jurisdiction, even in consumer arbitration cases filed by the business.

Q. Can I proceed in a representative or class-wide basis in arbitration?

A. No. Arbitration under Experian's arbitration provision will take place on an individual basis. The arbitrator cannot consolidate the claims of more than one person or proceed on a class-wide basis. But arbitration does not affect the substance of your legal claims; arbitrators can award the same damages and relief that a court can award.

Q. Who are the arbitrators?

A. Arbitrators are the independent third parties who hear the evidence and decide the outcomes of cases. They are independent contractors and not employees of the AAA or of Experian. Arbitrators are carefully selected for their expertise and trained extensively by the AAA. In consumer cases, the AAA will appoint an arbitrator who is an attorney, unless the parties agree otherwise for example, on a case in which there are many financial records, the parties may agree to use an arbitrator who is an accountant instead of an attorney.

Q. If the contract says I have to arbitrate my dispute, does that mean I can't go to court?

A. The AAA's Consumer Due Process Protocol gives either you or Experian the option of going to small claims court if the amount of money you are seeking falls within the limits set for small claims courts in the state in which you live or operate.

Q. Do I have to hire an attorney at arbitration?

A. Either you or Experian may be represented by an attorney. However, there is no requirement that you have an attorney to participate in arbitration.

Q. Where can I find more information about arbitration?

A. You can review other arbitration information on the AAA's Web site at <http://www.adr.org>.

Q. Why has the AAA developed the Supplementary Procedures for Consumer-Related Disputes?

A. The AAA developed the Supplementary Procedures for Consumer-Related Disputes to provide a low-cost, streamlined process to resolve disputes between consumers and businesses whose contracts contain a standardized arbitration clause. The Supplementary Procedures are also intended to reinforce the principles of the Consumer Due Process Protocol.

Q. What is the Consumer Due Process Protocol?

A. The Consumer Due Process Protocol (Protocol) is a statement of principles and standards aimed at promoting fair procedures that protect consumers in arbitrations. The protocol was developed to address a wide range of consumer transactions – those involving the purchase or lease of goods or services for personal, family or household use. A complete copy of the Protocol can be found on the AAA's Web site at <http://www.adr.org/sp.asp?id=22019>.

Q. What if I am having problems with Experian? Will the AAA help me before I file for arbitration?

A. No. The AAA is a neutral administrative agency and cannot act on behalf of either the consumer or Experian, or become involved in a dispute before the filing of a case. If you are attempting to resolve a problem with Experian, you should contact them directly or seek the assistance of a consumer advocacy group.

Q. Where can I file my claim?

A. AAA's administrative services are available through the Association's Case Management Centers. Address information can be found on the AAA's Web site at <http://www.adr.org>. In-person hearings, if any are needed, can be held at any location convenient to the parties.

Q. How do I file my claim?

A. To begin the process, either your or Experian can use the Demand for Arbitration form found on the AAA's Web site. Send the completed form, along with a copy of the arbitration provision in your contract, and the appropriate filing fees and/or deposits to any AAA office. The AAA will notify Experian, advising them that the AAA has received a consumer case under these supplementary procedures.

Q. Can Experian file for arbitration against a consumer?

A. Yes. Either you or Experian can start an arbitration proceeding.

Q. Can I have a hearing?

A. Many consumer disputes can be resolved simply through the review of documents. However you may request a hearing. This request should be made no later than ten days after the AAA has initiated the case. You can request either a telephone hearing or an in-person hearing.