

# If you provided personal information or made mortgage payments to Countrywide before July 1, 2008, you could get benefits from a data theft settlement.

*A federal court authorized this notice. This is **not** a solicitation from a lawyer.*

- A settlement has been reached with Countrywide Financial Corporation, Countrywide Home Loans, Inc., Countrywide Bank, FSB, Full Spectrum Lending Division, and Bank of America Corporation (together called “Countrywide” or the “Defendants”) about the theft of personal and financial information from their customer databases.
- The settlement offers credit monitoring, identity theft insurance, and cash reimbursements for identity theft and out-of-pocket expenses to eligible people whose personal and financial information was stolen.
- Your legal rights are affected whether you act, or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>SUBSCRIBE TO CREDIT MONITORING AND/OR SUBMIT A CLAIM FORM</b>	The only way to get benefits.
<b>EXCLUDE YOURSELF</b>	Get no benefits. This is the only option that allows you to sue Countrywide over the claims resolved by this settlement.
<b>OBJECT</b>	Write to the Court about why you do not like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	Get no benefits. Give up your rights to sue Countrywide about the legal claims in this case.

- 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. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying claim forms. Please be patient.

**QUESTIONS? CALL 1-866-940-3612 TOLL FREE, OR VISIT [WWW.CWDATACLAIMS.COM](http://WWW.CWDATACLAIMS.COM)  
PARA UNA NOTIFICACIÓN EN ESPAÑOL, VISITE NUESTRO SITIO DE INTERNET.**

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QUESTIONS? CALL 1-866-940-3612 TOLL FREE, OR VISIT [WWW.CWDATACLAIMS.COM](http://WWW.CWDATACLAIMS.COM)

## BASIC INFORMATION

### 1. Why is this Notice being provided?

A Court authorized the notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to give “final approval” to the settlement. If the settlement is approved, benefits will be given to everyone who submitted a valid claim. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Chief Judge Thomas B. Russell of the United States District Court for the Western District of Kentucky is overseeing this class action. The case is known as *In Re: Countrywide Financial Corp. Customer Data Security Breach Litigation*, No. 3:08-MD-01998-TBR, MDL 1998. The people who sued are called the “Plaintiffs,” and the companies that they sued, Countrywide Financial Corporation, Countrywide Home Loans, Inc., Countrywide Bank, FSB, Full Spectrum Lending Division, and Bank of America Corporation are called “Countrywide” or the “Defendants.”

### 2. What is this lawsuit about?

Around August 2008, it was learned that a senior financial advisor formerly employed by Countrywide allegedly stole private information of millions of consumers from Countrywide’s records and sold or attempted to sell it to third parties. The lawsuit alleges that Countrywide did not adequately protect confidential personal and financial information. Countrywide denies all of the Plaintiffs’ claims and says that it did nothing wrong.

### 3. What information was stolen?

The stolen information included names, Social Security numbers, home addresses, office addresses, telephone numbers, credit account information, bank account information, employment history and information, and other information people may have provided on mortgage applications or other mortgage documents with Countrywide or any mortgage serviced by Countrywide.

### 4. Why is this a class action?

In a class action, one or more people called “Representative Plaintiffs” (in this case, Cody M. Dragon, Laila Elkhettab, Jay B. Gaumer, Scott Gregg, Matthew B. Martin, Harold L. Mooney, Edmund Moses, Thomas A. Munz, Michael J. Rich, and Kim Wickman) sue on behalf of people who have similar claims. All of these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who timely exclude themselves from the Class.

### 5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or the Defendants. Instead, both sides agreed to settle this case to avoid the cost and risk of trial. The settlement does not mean that any law was broken or that the Defendants did anything wrong. The Defendants deny all legal claims in this case. The Representative Plaintiffs and their lawyers think the settlement is best for all Class Members.

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## WHO IS IN THE SETTLEMENT

To see if you will be affected by this settlement or if you can get money or other benefits from it, you first have to determine if you are a Class Member.

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

The Court decided that the Class includes everyone in the United States who: (1) received a letter from Countrywide anytime from August 2, 2008 to and including November 2, 2008, notifying them that their personal information was involved in an alleged theft committed by a Countrywide employee; or (2) who obtained a mortgage from Countrywide or whose mortgage was serviced by Countrywide prior to July 1, 2008. Countrywide, for this purpose, does not include Bank of America.

### 7. How do I know if my information was included in the theft?

All known Class Members whose private information was stolen were mailed a letter from Countrywide between August 2, 2008 and November 2, 2008, notifying them that their personal information was involved in an alleged theft committed by a Countrywide employee.

### 8. If my information was included, does that mean that my identity was stolen?

No. However, you should remain vigilant by reviewing account statements and monitoring free credit reports. If you notice any unauthorized activity, promptly contact your financial institution. You can receive a free credit report at [www.annualcreditreport.com](http://www.annualcreditreport.com) or by calling 1-877-322-8228.

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

Yes. The following are not included in the settlement: Countrywide and its officers and directors; the Court presiding over any motion to approve this settlement; defendants in any of the pending lawsuits in this litigation; and anyone who timely requests to be excluded from the Class (see Excluding Yourself from the Settlement below).

### 10. What if I am not sure whether I am included in the settlement?

If you are not sure whether you are in the Class, or have any other questions about the settlement, call the toll-free number, 1-866-940-3612. You also may write with questions to: Countrywide Data Settlement, PO Box 2730, Portland, OR 97208.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 11. What does the settlement provide?

The settlement offers a variety of benefits to Class Members, including those who were sent a letter or notice from Countrywide anytime from August 2, 2008 through November 2, 2008 with an offer of two years of free credit monitoring. The benefits you can get depend on whether you were sent a letter or notice from Countrywide, where you live and whether or not you accepted Countrywide's prior offer of two years of credit

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monitoring (see Questions 12 through 18). Complete details on all of the settlement benefits are available in the Settlement Agreement, which is available at [www.CWdataclaims.com](http://www.CWdataclaims.com).

### **12. What if I accepted Countrywide's prior offer of credit monitoring?**

If you live anywhere in the United States (except New York, Puerto Rico, or any other recognized territory of the U.S.) and you accepted Countrywide's prior offer of two years free credit monitoring, you are currently enrolled in Triple Advantage<sup>SM</sup> Premium credit monitoring (see Question 19 for a complete list of all product features) provided by ConsumerInfo.com, Inc., an Experian<sup>®</sup> Company. As part of the settlement you are now automatically receiving Experian's \$1 million guarantee in addition to the \$25,000 identity theft insurance coverage you have been receiving. In addition, you are eligible to receive reimbursement from Countrywide of up to \$50,000 for each identity theft incident (see Question 20). Separately, you are eligible for reimbursement from Countrywide of certain out-of-pocket expenses such as check printing, credit monitoring, telephone calls and postage, among others (see Question 21).

### **13. What if I did not accept Countrywide's prior offer of credit monitoring?**

If you were sent a letter from Countrywide offering two free years of credit monitoring and you live anywhere in the United States (except New York, Puerto Rico, or any other recognized territory of the U.S.) and you did not accept Countrywide's prior offer of two years free credit monitoring, you are eligible for two years of free credit monitoring through the Triple Advantage<sup>SM</sup> Premium credit monitoring product (see Question 19 for a complete list of all product features) provided by ConsumerInfo.com, Inc., an Experian<sup>®</sup> Company. This Triple Advantage<sup>SM</sup> Premium credit monitoring includes \$25,000 of identity theft insurance. In addition, you are eligible to receive reimbursement from Countrywide of up to \$50,000 for each identity theft incident (see Question 20). Separately, you are eligible for reimbursement from Countrywide of certain out-of-pocket expenses such as check printing, credit monitoring, telephone calls and postage, among others (see Question 21).

### **14. What if I live in New York and I accepted Countrywide's prior offer of credit monitoring?**

If you live in New York and you accepted Countrywide's prior offer of two years free credit monitoring, you are currently enrolled in Triple Advantage<sup>SM</sup> Premium credit monitoring (see Question 19 for a complete list of all product features) provided by ConsumerInfo.com, Inc., an Experian<sup>®</sup> Company. Your Triple Advantage<sup>SM</sup> Premium credit monitoring includes \$10,000 of identity theft insurance (coverage became effective August 1, 2009). In addition, you are eligible to receive reimbursement from Countrywide of up to \$50,000 for each identity theft incident (see Question 20). Separately, you are eligible for reimbursement from Countrywide of certain out-of-pocket expenses such as check printing, credit monitoring, telephone calls and postage, among others (see Question 21). You are not eligible for the \$1 million guarantee provided by ConsumerInfo.com, Inc.

### **15. What if I live in New York and I did not accept Countrywide's prior offer of credit monitoring?**

If you were sent a letter from Countrywide offering two free years of credit monitoring and live in New York, and you did not accept Countrywide's prior offer of two years free credit monitoring, you are eligible for two years of free credit monitoring through the Triple Advantage<sup>SM</sup> Premium credit monitoring product (see Question 19 for a complete list of all product features) provided by ConsumerInfo.com, Inc., an Experian<sup>®</sup> Company. This Triple Advantage<sup>SM</sup> Premium credit monitoring includes \$10,000 of identity theft insurance. In addition, you are eligible to receive reimbursement from Countrywide of up to \$50,000 for each identity theft incident (see Question 20). Separately, you are eligible for reimbursement from Countrywide of certain

out-of-pocket expenses such as check printing, credit monitoring, telephone calls and postage, among others (see Question 21). You are not eligible for the \$1 million guarantee provided by ConsumerInfo.com, Inc.

**16. What if I live in Puerto Rico or any other recognized territory of the U.S. and I accepted Countrywide's prior offer of credit monitoring?**

If you live in Puerto Rico or any other recognized territory of the U.S. and you accepted Countrywide's prior offer of two years free credit monitoring, you are currently enrolled in Triple Advantage<sup>SM</sup> Premium credit monitoring (see Question 19 for a complete list of all product features) provided by ConsumerInfo.com, Inc., an Experian<sup>®</sup> Company. As part of the settlement you are now automatically receiving Experian's \$1 million guarantee. In addition, you are eligible to receive reimbursement from Countrywide of up to \$50,000 for each identity theft incident (see Question 20). Separately, you are eligible for reimbursement from Countrywide of certain out-of-pocket expenses such as check printing, credit monitoring, telephone calls and postage, among others (see Question 21). You are not eligible for the \$25,000 identity theft insurance coverage provided by ConsumerInfo.com, Inc.

**17. What if I live in Puerto Rico or any other recognized territory of the U.S. and I did not accept Countrywide's prior offer of credit monitoring?**

If you were sent a letter from Countrywide offering two free years of credit monitoring and live in Puerto Rico or any other recognized territory of the U.S. and you did not accept Countrywide's prior offer of two years free credit monitoring, you are eligible for two years of free credit monitoring through the Triple Advantage<sup>SM</sup> Premium credit monitoring product (see Question 19 for a complete list of all product features) provided by ConsumerInfo.com, an Experian<sup>®</sup> Company. In addition, you are eligible to receive reimbursement from Countrywide of up to \$50,000 for each identity theft incident (see Question 20). Separately, you are eligible for reimbursement from Countrywide of certain out-of-pocket expenses such as check printing, credit monitoring, telephone calls and postage, among others (see Question 21). You are not eligible for the \$25,000 identity theft insurance coverage provided by ConsumerInfo.com, Inc.

**18. What if I did not receive a letter from Countrywide?**

If you did not receive a letter from Countrywide offering two free years of credit monitoring, you still may be eligible to receive identity theft reimbursement from Countrywide of up to \$50,000 for each identity theft incident (see Question 20).

**19. Tell me more about the Triple Advantage<sup>SM</sup> Premium credit monitoring.**

The complete list of Triple Advantage<sup>SM</sup> Premium (online) features is as follows:

- Unlimited online access to your Experian<sup>®</sup> Credit Report and Score for the duration of the membership
- Score Simulator - helps you understand how factors on your credit report impact your credit score
- Consumer-friendly credit report with detailed explanations and descriptions
- Daily monitoring of credit reports from all three national credit reporting companies: Experian<sup>®</sup>, Equifax<sup>®</sup> and TransUnion<sup>®</sup>
- Email monitoring alerts to inform you of key changes to your credit reports, including new inquiries, newly opened accounts, delinquencies, address changes and public record items

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- Monthly online “no hit” alerts, if there have been no important changes to your credit report
- Monthly Score Trending of your Experian score
- Informative credit related articles
- One free 3-Bureau Credit Report and Score upon enrollment
- Toll-free access to Experian’s Customer Care Center
- Toll-free access to fraud resolution representatives and support after you enroll in Triple Advantage Premium (Online)
- Assistance from fraud resolution representatives who will walk you step-by-step through the process of resolving problems associated with credit fraud or Identity Theft and: (i) assist with understanding credit reports and alerts (ii) assist in contacting law enforcement officials, (iii) receive and make calls with you, and (iv) contact financial institutions and creditors as required. All assistance is provided as appropriate on a case by case basis.
- \$25,000 identity theft insurance coverage—or \$10,000 identity theft insurance coverage for residents of New York—provided by a designated third party insurer\* (for further information see the following URL: <https://www.CWdataclaims.com/ExperianIDTheftCoverage.aspx>).
- Triple Advantage<sup>SM</sup> Premium Credit Monitoring is backed by a \$1 million product guarantee.\*\* If you become a victim of identity theft while enrolled in and using Triple Advantage<sup>SM</sup> Premium Credit Monitoring, you will be reimbursed for certain identity theft expenses such as lost wages, legal fees and stolen funds not reimbursed by your bank or credit cards (for further information see the following URL: <https://www.CWdataclaims.com/ExperianGuarantee.aspx>).

The complete list of Triple Advantage<sup>SM</sup> Premium (offline) features is as follows:

- Unlimited offline (paper) delivery, via U.S. mail, of your Experian<sup>®</sup> Credit Report and Score for the duration of the membership
- Consumer-friendly credit report with detailed explanations and descriptions
- Daily monitoring of credit reports from all three national credit reporting companies: Experian<sup>®</sup>, Equifax<sup>®</sup> and TransUnion<sup>®</sup>
- Mail monitoring alert letters to inform you of key changes to your credit reports, including new inquiries, newly opened accounts, delinquencies, address changes and public record items
- Quarterly “no hit” alerts, via U.S. mail, if there have been no important changes to your credit report
- One free 3-Bureau Credit Report and Score upon enrollment
- Toll-free access to Experian’s Customer Care Center
- Toll-free access to fraud resolution representatives and support after you enroll in Triple Advantage Premium (Offline)
- Assistance from fraud resolution representatives who will walk you step-by-step through the process of resolving problems associated with credit fraud or Identity Theft and: (i) assist with understanding credit reports and alerts (ii) assist in contacting law enforcement officials, (iii) receive and make calls with you, and (iv) contact financial institutions and creditors as required. All assistance is provided as appropriate on a case by case basis.
- \$25,000 identity theft insurance coverage—or \$10,000 identity theft insurance coverage for residents of New York—provided by a designated third party insurer\* (for further information see the following URL: <https://www.CWdataclaims.com/ExperianIDTheftCoverage.aspx>).

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- Triple Advantage<sup>SM</sup> Premium Credit Monitoring is backed by a \$1 million product guarantee.\*\* If you become a victim of identity theft while enrolled in and using Triple Advantage<sup>SM</sup> Premium Credit Monitoring, you will be reimbursed for certain identity theft expenses such as lost wages, legal fees and stolen funds not reimbursed by your bank or credit cards (for further information see the following URL: <https://www.CWdataclaims.com/ExperianGuarantee.aspx>).

The deadline to subscribe to Triple Advantage<sup>SM</sup> Premium credit monitoring is **September 7, 2010**.

\*Puerto Rico and other Recognized U.S. Territories: Identity theft insurance is not available to Class Members who live in Puerto Rico or other recognized territories of the U.S. Therefore, the Triple Advantage<sup>SM</sup> Premium credit monitoring product will be offered without identity theft insurance to Class Members residing in Puerto Rico and other recognized U.S. territories.

\*\* New York: \$1 million guarantee is not available to Class Members who live in New York. Therefore, the Triple Advantage<sup>SM</sup> Premium credit monitoring product will be offered without this feature to Class Members residing in New York.

## 20. Tell me more about reimbursement for identity theft.

Identity theft reimbursement is a benefit that is available to all Class Members. It covers any unreimbursed identity theft losses caused by the data theft occurring between January 1, 2006 and July 31, 2012. If you have a claim with Experian<sup>®</sup> that exceeds the \$25,000 identity theft insurance coverage or \$1 million guarantee, or your claim is denied by Experian<sup>®</sup>, you should then file your claim with Countrywide. Countrywide will make payments of up to \$50,000 to qualifying Class Members for each identity theft incident. No one can be reimbursed for charges that they initiated.

If you are reimbursed by Countrywide for an identity theft loss, you will also be eligible to receive one additional year of the Triple Advantage<sup>SM</sup> Premium credit monitoring. Your payment will contain information on how to receive this additional year of coverage.

Payments by Countrywide will be paid on a first-come, first-serve basis, up to a total of \$5 million. The deadline to request reimbursement from Countrywide for known identity theft is 90 days after the Court grants final approval of the settlement and any appeals are resolved. The earliest deadline to submit such a claim for known identity theft could be **October 18, 2010**. If you discover later that your identity has been stolen, you have **90 days** after you first find out about the identity theft, or until **October 31, 2012**, whichever comes first, to file a claim for reimbursement from Countrywide. Please refer to the Proof of Claim form for specific requirements to file a claim.

**New York Residents:** If you live in New York and suffered identity theft losses prior to August 1, 2009, you should file your identity theft claim directly with Countrywide because you are not eligible to receive reimbursements from Experian<sup>®</sup>. For losses suffered on or after August 1, 2009, if you have a claim with Experian<sup>®</sup> that exceeds the \$10,000 identity theft insurance coverage, or your claim is denied by Experian<sup>®</sup>, you should then file your claim with Countrywide.

## 21. Tell me more about reimbursement for out-of-pocket expenses.

Class Members who were sent a letter from Countrywide offering two free years of credit monitoring can get:

- (1) Up to \$90 for paper check printing costs that were required to open a new or change an existing checking account;
- (2) Up to \$200 (no more than \$20 a month), for the cost of any credit monitoring or identity theft insurance they paid for before the Triple Advantage<sup>SM</sup> Premium credit monitoring (see number 19) became available to them under the settlement;

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- (3) Up to \$60 for the cost of telephone calls or the changing of a telephone number, postage relating to inquiries to bank accounts, financial accounts, mortgage accounts, and credit reports, lost time (\$10 per hour), and costs associated with freezing a credit report; and
- (4) The cost of replacing a driver's license.

A fund of \$1.5 million has been established for the reimbursement of these expenses. If the total amount needed to pay valid out-of-pocket claims exceeds \$1.5 million, each Class Member's payment will be reduced and paid in proportion to all Class Members' payments. The deadline to request reimbursement for these out-of-pocket expenses is 90 days after the Court grants final approval of the settlement and any appeals are resolved. The earliest deadline to submit a claim for reimbursement of out-of-pocket expenses could be **October 18, 2010**. Please refer to the Proof of Claim form for specific requirements to file a claim.

## HOW TO GET BENEFITS

### 22. How do I sign up for Triple Advantage<sup>SM</sup> Premium credit monitoring?

If you qualify for the Triple Advantage<sup>SM</sup> Premium credit monitoring product, you should receive a notice in the mail containing your Credit Monitoring Subscription Code. Using the Code, go to [www.CWdataclaims.com](http://www.CWdataclaims.com) or call 1-866-940-3612 to subscribe. The deadline to subscribe for Triple Advantage<sup>SM</sup> Premium credit monitoring is **September 7, 2010**. If you have questions on how to subscribe, you may view the instructional video available at the website or call the toll free number.

### 23. If I am already enrolled, how do I review my Triple Advantage<sup>SM</sup> Premium credit monitoring benefits?

If you previously enrolled in Triple Advantage<sup>SM</sup> Premium credit monitoring and you want to review your benefits, go to <http://partner.consumerinfo.com/countrywide> or call 1-866-369-0422. As part of the settlement your Experian package now includes their \$1 million product guarantee (except if you live in New York where the \$1 million guarantee is not available).

### 24. How do I ask for reimbursements from Countrywide?

To ask Countrywide for reimbursements for identity theft or out-of-pocket expenses, you must complete and submit the appropriate claim form(s) and provide required documentation. You can get claim forms at [www.CWdataclaims.com](http://www.CWdataclaims.com) or by calling 1-866-940-3612. For each claim form, please read the instructions carefully, fill out the claim form, attach the required documentation and mail it postmarked no later than the applicable deadline, to:

Countrywide Data Settlement  
Post Office Box 2730  
Portland, OR 97208

If you have questions about how to file a claim, call 1-866-940-3612 or go to [www.CWdataclaims.com](http://www.CWdataclaims.com) to view an instructional video which illustrates how to fill out the claim forms.

### 25. When and how will I get my benefits?

Eligible Class Members who submit valid claims for Triple Advantage<sup>SM</sup> Premium credit monitoring and/or reimbursements from Countrywide will receive these benefits after the Court grants "final approval" of the settlement and after any appeals are resolved (see the section "The Court's Fairness Hearing" below). It is uncertain when any appeals made will be resolved, and resolving them can take time. Please be patient.

**QUESTIONS? CALL 1-866-940-3612 TOLL FREE, OR VISIT [WWW.CWDATACLAIMS.COM](http://WWW.CWDATACLAIMS.COM)**

## 26. What if I disagree with the amount of my reimbursements?

There is a process in the Settlement Agreement to resolve any potential disagreement between you and Countrywide over the amount of your reimbursements. Should a disagreement occur, you will receive a letter from the settlement administrator that explains the dispute resolution process. You may be asked to provide additional information to document your claim and will be given a new deadline to re-file your claim. Section 2.1(d) of the Settlement Agreement, available at [www.CWdataclaims.com](http://www.CWdataclaims.com), also provides more information about the dispute resolution process.

## 27. What am I giving up as part of the settlement?

If the settlement becomes final, Class Members who subscribed to Triple Advantage<sup>SM</sup> Premium credit monitoring, receive a reimbursement from Countrywide for identity theft or out-of-pocket expenses, or do nothing at all, will be releasing the Defendants and all related people and entities from all of the claims described and identified in section 6 of the Settlement Agreement. This means you will no longer be able to sue the Defendants regarding any of the claims described in the Settlement Agreement. The Settlement Agreement is available at [www.CWdataclaims.com](http://www.CWdataclaims.com) or by calling 1-866-940-3612. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Class listed in Question 31 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

# EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this proposed settlement and you want to keep the right to sue the Defendants about the legal issues in this case, then you must take steps to get out of the settlement. This is called asking to be excluded from—or sometimes called “opting out” of—the Class.

## 28. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you may not apply for any benefits under the proposed settlement and you cannot object to the proposed settlement. However, if you ask to be excluded, you may sue, continue to sue, or be part of a different lawsuit against the Defendants in the future. You will not be bound by anything that happens in this lawsuit.

## 29. If I do not exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue the Defendants for all of the claims that this proposed settlement resolves. You must exclude yourself from this Class to start your own lawsuit, continue with a lawsuit, or be part of any other lawsuit relating to the claims in this case.

## 30. How do I exclude myself from the settlement?

To exclude yourself from the proposed settlement, you must send a letter or other written document by mail clearly stating that you want to be excluded from *In Re: Countrywide Financial Corp. Customer Security Breach Litigation*, No. 3:08-MD-01998-TBR, MDL 1998. Be sure to include your full name, address, signature, and date. You must mail your request for exclusion so that it is postmarked by **June 24, 2010** to:

**QUESTIONS? CALL 1-866-940-3612 TOLL FREE, OR VISIT [WWW.CWDATACLAIMS.COM](http://WWW.CWDATACLAIMS.COM)**

Countrywide Data Settlement Exclusions  
PO Box 2730  
Portland, OR 97208

You cannot ask to be excluded on the phone, by email, or at the website.

## THE LAWYERS REPRESENTING YOU

### 31. Do I have a lawyer in the case?

The Court appointed Ben Barnow, Barnow and Associates, P.C., of Chicago, Illinois, (312) 621-2000, and Burton H. Finkelstein, Finkelstein Thompson LLP, of Washington, D.C., (202) 337-8000, as “Co-Lead Settlement Class Counsel” to represent you and other Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

### 32. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees of \$3.5 million and reasonable costs and expenses not to exceed \$125,000. Class Counsel will also request awards of \$500 for the Representative Plaintiffs and \$250 for the Named Plaintiffs for their services on behalf of the whole Class. The Court may award less than these amounts. The payment of attorneys’ fees, incentive awards, and reimbursement of costs and expenses awarded by the Court are in addition to all of the other benefits under the settlement and will be paid separately by Countrywide.

## OBJECTING TO THE SETTLEMENT

### 33. How do I tell the Court if I do not like the settlement?

You can object to the settlement if you do not like some part of it. You must give reasons why you think the Court should not approve the settlement. To object, send a letter to the three addresses below, saying that you object to the proposed settlement in *In Re: Countrywide Financial Corp. Customer Security Breach Litigation*, No. 3:08-MD-01998-TBR, MDL 1998. Be sure to include:

- your name, address, telephone number and email address;
- any documents you have that show you are a member of the Class (such as a letter from Countrywide notifying you that your personal information was involved in an alleged theft by a Countrywide employee, mailed notice of the settlement, or evidence that you obtained a mortgage from Countrywide prior to July 1, 2008 or had your mortgage serviced by Countrywide before July 1, 2008);
- if no documents are available, a sworn statement that you (1) received a letter from Countrywide, or received a mailed/emailed notice, addressed to you notifying you that your personal information may have been compromised, including the approximate date you received the letter or notice, (2) that you obtained a mortgage from Countrywide prior to July 1, 2008, or (3) that your mortgage was serviced by Countrywide prior to July 1, 2008;

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- documentation showing that you were damaged as a result of the alleged theft of your personal information if you are objecting to any portion of the settlement dealing with reimbursement of identity theft losses and for which you believe you would have an existing claim;
- the reasons why you object to the settlement, accompanied by any legal support for the objection;
- the name and address of any attorney representing you;
- the names and addresses of your attorneys who will appear at the Fairness Hearing (see the section on the “Court’s Fairness Hearing” below);
- a list of all people you will call to testify at the Fairness Hearing;
- a statement saying whether you plan to personally appear and/or testify at the Fairness Hearing; and
- your signature or the signature of your duly authorized attorney or other representative (along with supporting documentation of such representation).

Mail the objection to **each of the following** three different places so that it is postmarked no later than **June 24, 2010**:

<b>COURT</b>	<b>CLASS COUNSEL</b>	<b>DEFENDANTS’ COUNSEL</b>
Clerk of the Court Gene Snyder U.S. Courthouse 601 West Broadway Louisville, KY 40202	Ben Barnow Barnow and Associates, P.C. One North LaSalle St., Suite 4600 Chicago, IL 60602	Mark S. Melodia Reed Smith LLP Princeton Forrestal Village 136 Main St., Suite 250 Princeton, NJ 08543-7839

#### **34. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object to the settlement and you will not be eligible to apply for any benefits under the settlement because the case no longer affects you.

## **THE COURT’S FAIRNESS HEARING**

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

The Court will hold a Fairness Hearing at 9:00 a.m., on **July 19, 2010**, at the United States District Court for the Western District of Kentucky, Gene Snyder U.S. Courthouse, 601 West Broadway, Louisville, Kentucky. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for attorneys' fees, costs, and expenses, and the incentive awards. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the proposed settlement and how much to award to Class Counsel as fees, costs, and expenses and the incentive awards.

The Fairness Hearing may be moved to a different date or time without additional notice, so it is recommended that you periodically check [www.CWdataclaims.com](http://www.CWdataclaims.com) for updated information.

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### 36. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. You also may pay your own lawyer to attend the Fairness Hearing, but their attendance is not necessary.

### 37. May I speak at the hearing?

To speak at the Fairness Hearing, you must send a letter or other written documents stating that it is your "Notice of Intention to Appear" in *In Re: Countrywide Financial Corp. Customer Security Breach Litigation*, No. 3:08-MD-01998-TBR, MDL 1998. Be sure to include your name, address, telephone number, and your signature. Please send your Notice of Intent to Appear postmarked no later than **June 24, 2010**, to the addresses listed in Question 33, along with the following information:

- a statement confirming that you want to speak at the Fairness Hearing;
- the name and address of your attorney (if you have one) that will appear at the Fairness Hearing; and
- a list of any witnesses you intend to call at the Fairness Hearing.

You cannot speak at the hearing if you exclude yourself from the settlement.

## IF YOU DO NOTHING

### 38. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will not get benefits from this settlement. And, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the claims in this case, ever again.

## GETTING MORE INFORMATION

### 39. How do I get more information about the proposed settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.CWdataclaims.com](http://www.CWdataclaims.com). You also may write with questions to Countrywide Data Settlement, PO Box 2730, Portland, OR 97208. You can get claim forms and watch an instructional video on how to fill them out at the website. You can also have claim forms, a copy of the settlement agreement, and a detailed notice mailed to you by calling the toll-free number, 1-866-940-3612.

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