

United States District Court for the Central District of California

**If you received a non-emergency call from or on behalf of Dun & Bradstreet Credibility Corp. to a cellular telephone through the use of an automatic telephone dialing system, you may be eligible to receive a payment from a class action settlement.**

**Si ha recibido una llamada que no sea de emergencia de o en nombre de Dun & Bradstreet credibilidad Corp. a un teléfono celular a través de la utilización de un sistema automático de llamadas telefónicas, usted puede ser elegible para recibir un pago de un acuerdo de demanda colectiva.**

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

- Plaintiffs brought a lawsuit alleging that Dun & Bradstreet Credibility Corp. (“DBCC”) violated the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.* by using an automatic telephone dialing system to place non-emergency calls to cell phones without the recipients’ prior express consent. DBCC denies the allegations in the lawsuit.
- A settlement has been reached in this case and affects individuals who:  
Between April 28, 2011 and January 31, 2016, received a nonemergency Call from or on behalf of Dun & Bradstreet Credibility Corp., Dun & Bradstreet Emerging Businesses Corp., Credibility Corp., or Brad Acquisition Corp. (collectively, the “Related Entities”) to a cellular telephone through the use of an automatic telephone dialing system.
- The Settlement, if approved, would provide \$10,500,000 to pay any and all claims from those who received any of the above-described calls from DBCC or the Related Entities, as well as to pay Plaintiff’s attorneys’ fees, costs, a service award for the Representative Plaintiff, and the administrative costs of the Settlement; it avoids the further cost and risk associated with continuing the lawsuits; it pays money to recipients of the calls who make valid and timely claims; and it releases DBCC and the Related Entities from further liability.
- DBCC and the Related Entities have put in place certain practice changes designed to prevent violations of the TCPA’s provisions on dialing cell phones using an automatic telephone dialing system.
- **Your legal rights are affected whether you act or don’t act. Read this notice carefully.**
- **On the website, [www.CredibilityTCPASettlement.com](http://www.CredibilityTCPASettlement.com), there is a complete notice of the Settlement in Spanish. En el sitio web, [www.CredibilityTCPASettlement.com](http://www.CredibilityTCPASettlement.com), hay una notificación completa del acuerdo en Español.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim Form</b>	This is the only way to get a payment from the Settlement. You can submit a valid and timely Claim Form online at <u><a href="http://www.CredibilityTCPASettlement.com">www.CredibilityTCPASettlement.com</a></u> or by mail to Credibility TCPA Settlement Claims Administrator, P.O. Box 43437, Providence, RI 02940-3437, or by calling the toll-free number, 1-888-344-6707. If you fail to do so, you will not receive a settlement payment.
<b>Do Nothing</b>	Get no payment but remain in the Class. You will be bound by the judgment against DBCC and you will release claims you may have against DBCC and the Related Entities.
<b>Exclude Yourself OR “Opt Out” of the Settlement</b>	You are not required to participate in the Settlement. You have the right to exclude yourself from the Class and the Settlement by taking certain steps outlined in this Notice.
<b>Object</b>	Write to the Court about why you believe the Settlement is unfair.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the Settlement.

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. Payments will be made if the Court approves the Settlement. Please be patient.

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## BASIC INFORMATION

### 1. Why is there a notice?

A Court authorized this Notice because you have a right to know about a proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, an administrator appointed by the Court will make the payments that the Settlement allows. Because your rights will be affected by this Settlement, it is extremely important that you read this Notice carefully.

If you received a postcard Notice, it is because according to DBCC's records, you may have received a non-emergency call from or on behalf of DBCC or the Related Entities to a cellular telephone through the use of an automatic telephone dialing system between April 28, 2011, and January 31, 2016. The Court in charge of the case is the United District Court for the Central District of California, and the case is known as *Thomas v. Dun & Bradstreet Credibility Corp.*, U.S.D.C., Central District of California Case No. CV15-03194 BRO (GJSx). The person who sued on behalf of the Class is called the Plaintiff, and the company he sued, Dun & Bradstreet Credibility Corp. ("DBCC"), is called the Defendant.

## **2. What is this class action lawsuit about?**

A class action is a lawsuit in which the claims and rights of many people are decided in a single court proceeding. One or more representative plaintiffs, also known as “class representatives,” assert claims on behalf of the entire class.

The Representative Plaintiff filed this case against Defendant alleging that DBCC violated the Telephone Consumer Protection Act (“TCPA”) by using an automatic telephone dialing system to call cell phones without the prior express consent of the recipients.

DBCC denies that it did anything wrong, or that this case is appropriate for treatment as a class action.

## **3. Why is there a Settlement?**

The Court did not decide in favor of the Plaintiff or Defendant. Both sides agreed to a settlement instead of going to trial. That way, they avoid the cost of a trial, and the people affected will get compensation. The Representative Plaintiff and his attorneys think the Settlement is best for all Class Members.

### **WHO IS IN THE SETTLEMENT**

## **4. How do I know if I am part of the Settlement?**

The Settlement provides relief for all Class Members, who are described as individuals who between April 28, 2011, and January 31, 2016, received a non-emergency Call from or on behalf of DBCC or the Related Entities, to a cellular telephone through the use of an automatic telephone dialing system. Excluded from the Class are Defendant; its parent companies, affiliates or subsidiaries, or any employees thereof, and any entities in which any of such companies has a controlling interest; the judge or magistrate judge to whom the Action is assigned; any member of those judges’ staffs and immediate families; and Plaintiff’s counsel.

If you have questions about whether you are a Class Member, or are still not sure whether you are included, you can call 1-888-344-6707 or visit [www.CredibilityTCPASettlement.com](http://www.CredibilityTCPASettlement.com) for more information.

### **THE SETTLEMENT BENEFITS - WHAT YOU GET**

## **5. What does the Settlement provide?**

DBCC has agreed to pay a total settlement amount of \$10,500,000 which will be used to create a Settlement Fund to pay Settlement Awards to Class Members, Plaintiff’s attorney fees, any service award to the Representative Plaintiff, costs, expenses, and settlement administration.

Any residual amount under \$200,000 remaining after all the payments included in the Settlement are made will be donated to a nonprofit selected by the parties and approved by the Court. Additionally, DBCC has put in place certain practice changes with the purpose of ensuring that it prevents violations of the TCPA’s provisions on dialing cell phones using an automatic telephone dialing system.

### **HOW YOU GET A PAYMENT**

## **6. How and when can I get a payment?**

Each Class Member who submits a valid and timely Claim Form will receive a Settlement Award.

A Settlement Award is a cash payment that will be issued by check or electronic transfer, whichever you choose. It is estimated that Eligible Class Members’ cash award payment will be between \$60 and \$120 per claim, but the final cash payment amount will depend on the total number of valid and timely claims filed by all Class Members.

Claims may be submitted **by no later than February 6, 2017**, electronically at [www.CredibilityTCPASettlement.com](http://www.CredibilityTCPASettlement.com), or by calling the toll-free number 1-888-344-6707, or by mail to:

Credibility TCPA Settlement Claims Administrator  
P.O. Box 43437  
Providence, RI 02940-3437

The Court will hold a hearing on March 20, 2017, to decide whether to approve the Settlement. Please be patient.

## **7. What am I giving up to get a payment or stay in the Class?**

If you are a Class Member, unless you exclude yourself, that means that you can't sue, continue to sue, or be part of any other lawsuit against DBCC or the Related Entities about the legal issues in *this* case and all of the decisions and judgments by the Court will bind you.

For non-emergency calls made using an automatic telephone dialing system, without the prior express consent of the called party, the TCPA provides for damages of \$500 per call, or \$1,500 for willful violations. However, DBCC has denied that it made any illegal calls to anyone, and in any future lawsuit it will have a full range of potential defenses, including that it had prior express consent to make the calls if the business provided its cellular telephone number to DBCC at any time, and that certain customer agreements provided DBCC with consent to make the calls. In addition, please note that the TCPA does not provide for attorneys' fees to prevailing individual plaintiffs.

If you file a Claim Form for benefits or do nothing at all, you will release DBCC and the Related Entities from any liability for them.

Remaining in the Class means that you, as well as your respective assigns, heirs, executors, administrators, successors and agents, will release, resolve, relinquish and discharge DBCC, the Related Entities, The Dun & Bradstreet Corporation, Dun & Bradstreet, Inc., and any third party vendors making calls to settlement Class Members on behalf of the Related Entities from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that arise out of the DBCC's or the Related Entities' use of an "automatic telephone dialing system" or "artificial or prerecorded voice" to contact or attempt to contact Settlement Class Members via non-emergency Calls to cellular telephones from April 28, 2011, to January 31, 2016, to the fullest extent those terms are used, defined or interpreted by the TCPA and relevant regulatory or administrative promulgations and case law, or (2) arise from the administration of this Settlement. Remaining in the Class also means that you further agree that you will not institute any action or cause of action (in law, in equity or administratively), suits, debts, liens, or claims, known or unknown, fixed or contingent, which you may have or claim to have, in state or federal court, in arbitration, or with any state, federal or local government agency or with any administrative or advisory body, arising from or reasonably related to the Released Claims.

The Settlement Agreement (available at the website) 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 9 for free or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Parties or the Released Claims or what they mean.

The release does not apply to Class Members who timely opt out of the Settlement.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to participate in this Settlement, then you must take the steps below to exclude yourself from the Settlement.

### 8. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must submit your Exclusion Request Form electronically at [www.CredibilityTCPASettlement.com](http://www.CredibilityTCPASettlement.com) or mail your Exclusion Request Form postmarked no later than January 7, 2017, to:

Credibility TCPA Settlement Claims Administrator  
P.O. Box 43437  
Providence, RI 02940-3437

If you ask to be excluded, you will not get any Settlement Award, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

The Court appointed the following law firms to represent you and other Class Members: Lieff Cabraser Heimann & Bernstein, LLP, Siri & Glimstad, LLP, and Parisi & Havens, LLP.

These lawyers are called Class Counsel. You will not be charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 10. How will the lawyers and class representatives be paid?

Class Counsel will ask the Court to approve payment of no more than \$3,150,000 (not more than 30% of the Settlement Fund) to compensate them for expenses and for attorneys' fees for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also request an award of one service payment of \$10,000 to the Class Representative, in compensation for his time and effort. The Court may award less than these amounts. These payments, along with the costs of administering the Settlement, will be made out of the Settlement Fund.

Any objection to Class Counsel's application for attorneys' fees and costs may be filed, and must be postmarked, no later than **January 7, 2017**, which is 30 days following the filing of Class Counsel's motion for an award of attorneys' fees and costs.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### 11. How do I tell the Court that I do not think the Settlement is fair?

You can tell the Court that you don't agree with the Settlement or some part of it. If you are a Class Member, you can object to the Settlement if you do not think the Settlement is fair. You can state reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the proposed Settlement in *Thomas v. Dun & Bradstreet Credibility Corp.*, No. CV15-03194 BRO (GJSx) (C.D. Cal.). Be sure to include your full name, address, telephone number, the reasons you object to the Settlement and whether you intend to appear at the fairness hearing on your own behalf or through counsel. **Your objection to the Settlement must be postmarked no later than January 7, 2017.**

The objection must be mailed to:

Credibility TCPA Settlement Claims Administrator  
P.O. Box 43437  
Providence, RI 02940-3437

## THE FAIRNESS HEARING

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

The Court will hold a hearing to decide whether to approve the Settlement. This Fairness Hearing will be held at 1:30 p.m. on March 20, 2017, at the United States District Court for the Central District of California, 312 North Spring Street, Los Angeles, California, Courtroom 14, Spring Street Floor. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check the website for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to award attorneys' fees, expenses, and service awards as described above, and in what amounts. If there are objections, the Court will consider them. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take the Court to issue its decision. It is not necessary for you to appear at this hearing, but you may attend at your own expense.

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

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that you intend to appear at the Fairness Hearing in *Thomas v. Dun & Bradstreet Credibility Corp.*, No. CV15-03194 BRO (GJSx) (C.D. Cal.). Be sure to include your full name, address, and telephone number. Your letter stating your notice of intention to appear must be postmarked no later than **January 7, 2017**, and be sent to the Clerk of the Court. You cannot speak at the hearing if you excluded yourself.

## IF YOU DO NOTHING

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

If you do nothing, and are a Class Member, you will not receive a payment after the Court approves the Settlement. In order to receive a payment, you must submit a Claim Form. You will be bound by the judgment against DBCC and you will release claims you may have against DBCC and the Related Entities.

## GETTING MORE INFORMATION

### 15. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by calling the Claims Administrator toll-free at 1- 888-344-6707, writing to: Credibility TCPA Settlement Claims Administrator, P.O. Box 43437, Providence, RI 02940-3437; or visiting the website at [www.CredibilityTCPASettlement.com](http://www.CredibilityTCPASettlement.com), where you will find answers to common questions about the Settlement, a claim form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

On the website, [www.CredibilityTCPASettlement.com](http://www.CredibilityTCPASettlement.com), there is a complete Notice of the settlement in Spanish. En el sitio web, [www.CredibilityTCPASettlement.com](http://www.CredibilityTCPASettlement.com), hay una notificación completa del acuerdo en Español.