

EXHIBIT 1

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Richmond Division**

TERRY BROWN, *on behalf of himself and
all similarly situated individuals,*

Plaintiff,

v.

Civil Action No. 3:20-cv-00363-JAG

CORELOGIC RENTAL PROPERTY
SOLUTIONS, LLC,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement Agreement”) is made and entered into by the Parties and their counsel as of August 12, 2021, in the case captioned *Terry Brown v. Corelogic Rental Property Solutions, LLC*, No. 3:20-cv-363-JAG, pending in the United States District Court for the Eastern District of Virginia (the “Litigation”), and it is submitted to the Court for approval pursuant to Rule 23 of the Federal Rules of Civil Procedure.

1. RECITALS

WHEREAS, on May 21, 2020, Plaintiff, Terry Brown, brought a proposed class action in the United States District Court for the Eastern District of Virginia (the “Court”), alleging that CoreLogic Rental Property Solutions, LLC (“Defendant”), negligently and willfully violated the Fair Credit Reporting Act, 15 U.S.C. §§ 1681a–x (“FCRA”) by, among other things, reporting inaccurate sex offender information in the Plaintiff’s and putative class members’ tenant screening reports;

WHEREAS, Defendant denies each and every one of the allegations of wrongful conduct and damages made by the Plaintiff; Defendant has asserted numerous defenses to Plaintiff’s claims. Defendant disclaims any wrongdoing or liability whatsoever, and Defendant further denies that this matter satisfies the requirements to be tried as a class action under Rule 23 of the Federal Rules of Civil Procedure;

WHEREAS, this Settlement Agreement has been reached after the Parties exchanged substantial documents and information, and it is the product of sustained, arm’s-length settlement negotiations and formal mediation; and

WHEREAS, the Plaintiff and Defendant recognize that a final resolution through the litigation process would require protracted adversarial litigation and appeals; substantial risk and expense; the distraction and diversion of the Defendant’s personnel and resources, and the expense of any possible future litigation raising similar or duplicative claims; and the Plaintiff, Defendant,

and their counsel have agreed to resolve this matter as a class action settlement according to the terms of this Settlement Agreement.

NOW, THEREFORE, without: (1) any admission or concession of the lack of merit of the Litigation by Plaintiff ; or (2) any admission or concession of liability or wrongdoing or the lack of merit of any defense or Rule 23 argument by Defendant, it is hereby stipulated and agreed by the undersigned on behalf of the Plaintiff, the Settlement Class, and the Defendant that this matter and all claims of the Settlement Class be settled, compromised, and dismissed on the merits and with prejudice as to Defendant, subject to Court approval, as required by Rule 23 of the Federal Rules of Civil Procedure, on the terms and conditions set forth herein.

The recitals above are true and accurate and are a part of this Settlement Agreement.

2. DEFINITIONS

For the purposes of this Settlement Agreement, including the recitals stated above, the following terms will have the following meanings:

2.1 “CAFA Notice” means notice of this settlement to the appropriate federal and state officials, as provided by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

2.2 “Class Counsel” means Kristi Kelly, Andrew Guzzo and Casey Nash with Kelly Guzzo, PLC, and Leonard A. Bennett and Craig C. Marchiando of Consumer Litigation Associates, P.C., representing the Plaintiff, and if approved by the Court, the Settlement Class.

2.3 “Claim Form” means the form that will be enclosed with certain Notices, which the Claim Class Members may submit in order to claim a share of the Settlement Fund, attached as **Exhibit D**.

2.4 “Defendant” means CoreLogic Rental Property Solutions, LLC n/k/a SafeRent Solutions, LLC.

2.5 “Effective Date” is the date on which this Court’s entry of the Final Approval Order and this Court’s order regarding attorneys’ fees have all become final because the following has occurred: (i) the expiration of three (3) business days after the time to file a motion to alter or amend the Final Approval Order under Federal Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the expiration of three (3) business days after the time in which to appeal the Final Approval Order under Federal Rule of Appellate Procedure 4(a)(1) and (5) has passed without any appeal having been filed, or unless the day falls on a weekend or a Court holiday, in which case the date for purposes of this Settlement shall be deemed to be the next business day; and (iii) if such motion to alter or amend is filed, or if an appeal is taken, three business days after a final determination of any such motion or appeal that permits the consummation of the Settlement. For purposes of this definition, the term “appeal” includes all writ proceedings.

2.6 “Escrow Account” means an interest-bearing account at a financial institution to be identified by Class Counsel and approved by Defendant in which the Settlement Fund shall be deposited.

2.7 “FCRA” means the federal Fair Credit Reporting Act, 15 U.S.C. §§ 1681–1681x.

2.8 “FCRA State Equivalents” means any statute or regulation of any state, United States territory, the District of Columbia, or Puerto Rico, that has the purpose or effect of regulating the reporting of consumer information and related actions and conduct.

2.9 “Final Approval Order” means a final order and judgment as entered by the Court giving Final Approval of the Settlement Agreement and dismissing with prejudice Plaintiff’s claims and entering a judgment according to the terms set forth in this Settlement Agreement.

2.10 “Final Approval Hearing” is the hearing the Court schedules to make a final determination as to whether this settlement is fair, reasonable, and adequate.

2.11 “Funding Date” means fifteen (15) days from the Effective Date.

2.12 “Notices” means the notices (in a forms substantially similar to that attached as **Exhibits A & B** and approved by the Court) that will be emailed or mailed to the Settlement Class.

2.13 “Payment Notice” means the notice that will be included within any payments to Settlement Class Members and shall include the following statement: “By negotiating this check, you are certifying under penalty of perjury that you have not been required to register in a Sex Offender Registry.”

2.14 “Plaintiff” means Terry Brown.

2.15 “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order in the form attached hereto as **Exhibit C** preliminarily approving the Settlement Class, preliminarily approving the proposed settlement, approving and directing the Settlement Class Notice Plan, appointing a Settlement Administrator, and appointing Class Counsel.

2.16 “Released Claims” means all demands, claims, actions, causes of action, suits, damages, rights or liabilities that could be brought under the common law, statute, or FCRA and/or FCRA state equivalents, whether known or unknown, regarding the inclusion of a sex offender record in the report previously published by Defendant.

2.17 “Released Parties” means the Defendant and its predecessors, successors (including, but not limited to, SafeRent Solutions, LLC), and assigns, as well as each of their present and former, direct and indirect, parents, subsidiaries, sister corporations, divisions, corporate affiliates, or associates of any of the above; and the present and former members, principals, partners, officers, directors, control persons, employees, insurers, vendors (excluding any sources of data reported to Defendant), contractors, agents, advisors, assigns, shareholders, representatives, and/or attorneys involved in any respect with regard to the Defendant’s conduct alleged in the Litigation, and representatives of any of the above.

2.18 “Settlement Administrator” means, subject to Court approval, the entity that will administer the Settlement Agreement, as described herein.

2.19 “Settlement Agreement” means this Settlement Agreement and Release, including all attached Exhibits.

2.20 “Settlement Class” or “Settlement Class Members” means all natural persons residing in the United States of America (including its territories and Puerto Rico) who: (1) were the subject of a consumer report furnished by Defendant from May 21, 2015 through July 16, 2021 that included a record from a sex offender registry that did not originate from a state where the consumer currently or previously resided; or (2) submitted a dispute to Defendant from May 21, 2015 through July 16, 2021 involving one or more sex offender records and where a sex offender record was deleted from the consumer’s file as a result of the dispute; or (3) submit a valid Claim Form. The Settlement Class does not include Defendant’s officers, directors, and employees; Defendant’s attorneys; Plaintiff’s attorneys; and any employee of the Federal Judiciary.

2.21 “Settlement Class Notice List” shall be those Settlement Class Members to whom the Notices are sent.

2.22 “Settlement Class Notice Plan” means the plan for providing notices of this settlement to the Settlement Class under Federal Rules of Civil Procedure, Rule 23(c)(2)(A) and (e)(1), as set forth in Section 4.2.

2.23 “Settlement Class Period” shall be from May 21, 2015 through July 16, 2021.

2.24 “Settlement Class Released Claims” means those claims that the Settlement Class Members are releasing, as set forth in Section 4.4.

2.25 “Settlement Class Website” means the Internet website to be established by the Settlement Administrator, as part of the Settlement Class Notice Plan, as set forth in Section 4.2.

2.26 “Settlement Fund” means the monetary relief which Defendant has agreed to provide for the benefit of the Settlement Class, as further described in Section 5.

2.27 “Service Award” means the one-time payment to the Plaintiff, for the risk, time and resources that he has put into representing the Settlement Class, as set forth in Section 5.3.

3. PRELIMINARY APPROVAL

3.1 Preliminary Approval Order

As soon as reasonably practicable, Plaintiff shall file with the Court a Motion for Preliminary Approval of the Proposed Settlement; Conditional Certification of the Settlement Class, Appointment of Class Counsel; Approval and Direction of the Settlement Class Notice Plans; and Appointment of the Settlement Administrator. The Motion shall seek entry of an Order that would, for settlement purposes only: (a) preliminarily approve this Settlement Agreement; (b) certify the Settlement Class under Federal Rules of Civil Procedure, Rule 23(b)(3); (c) appoint the Plaintiff and Class Counsel to represent the Settlement Class; (d) approve the proposed Settlement Class Notice Plan, including the Notice; and (e) appoint the Settlement Administrator.

3.2 Class Certified for Settlement Purposes Only

Nothing in this Settlement Agreement shall be construed as an admission by Defendant that this Litigation or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement shall prevent Defendant from opposing class certification or seeking de-certification of the conditionally-certified, tentative Settlement Class if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by the United States Supreme Court, for any reason, or if any of the conditions exist that permit Defendant to terminate this Settlement Agreement in accordance with Section 7.

4. Settlement Class

4.1 Certification of Settlement Class

For purposes of settlement only, and upon the express terms and conditions set forth in this Settlement Agreement, Plaintiff and Defendant agree to seek certification of the Settlement Class pursuant to Fed. R. Civ. P. 23(b)(3). There are an estimated 8,250 Settlement Class Members.

4.2 Settlement Class Notice Plan

4.2.1 Court Appointment and Retention of Settlement Administrator

At the Preliminary Approval hearing, the Parties will propose that the Court appoint the Settlement Administrator. The Settlement Administrator's responsibilities shall include, but are not limited to, giving notice, obtaining new addresses for returned mail, setting up and maintaining a Settlement Website and toll-free telephone number, fielding inquiries about the Settlement Agreement, directing the mailing of payments to Settlement Class Members, and any other tasks reasonably required to effectuate Settlement. The Settlement Administrator will provide monthly updates on the status of disbursements and cashed checks to counsel for the Parties.

4.2.2 List of Possible Settlement Class Members

After review and approval by Defendant, Class Counsel shall provide the Settlement Administrator with a list of Settlement Class Members, in either a spreadsheet or SQL database output (the "Class List"). The Class List shall include personal identifying information for each person on the list, and including, as available, the individual's: (a) name; (b) Social Security number; (c) date of birth; (d) postal address; and (e) e-mail address, to the extent this information is reasonably available in Defendant's records. The Class List will become the Settlement Class Notice List and reflect all Settlement Class Members.

The production of this Class List shall be governed by the Supplemental Stipulated Protective Order. (Dkt. No. 41.) Plaintiff, Class Counsel, and Settlement Class hereby

acknowledge and agree that the Class List shall be provided to the Settlement Administrator solely for the purpose of effecting the terms of this Settlement Agreement, and that such information shall not be used, disseminated, or disclosed by or to any other person for any other purpose. Defendant's inclusion of these individuals' personal identifying information on the Class List is in no way an admission of liability by Defendant with respect to these individuals or that they represent a class that would be certifiable in a contested Rule 23 posture.

If the settlement is terminated for any of the reasons identified in Section 7, then Plaintiff, the Settlement Administrator, and Class Counsel shall immediately destroy any and all copies of the Class List. The provisions regarding the compilation and treatment of the Class List referenced herein are material terms of this Settlement Agreement.

The Class List shall be subdivided into two groups. The first subgroup of the Class List will consist of those consumers who: (1) were the subject of a consumer report furnished by Defendant from May 21, 2015 through July 16, 2021 that included a record from a sex offender registry that did not originate from a state where the consumer currently or previously resided; or (2) submitted a dispute to Defendant from May 21, 2015 through July 16, 2021 involving one or more sex offender records and where a sex offender record was deleted from the consumer's file as a result of the dispute. The consumers appearing on this portion of the Class List shall become "Automatic Payees" from the Settlement Fund and receive the "Automatic Class Notice," as detailed in Section 4.2.3 below. The second subgroup will consist of all remaining individuals on the Class List who do not fit the foregoing criteria for automatic payment and automatic notice. Those consumers will become "Claim Class Members" and receive the "Claim Class Notice," as detailed in Section 4.2.3 below.

4.2.3 Settlement Class Notices

Plaintiff, Defendant, and the Settlement Administrator have agreed that they will jointly recommend the Notices, substantially in the form attached as **Exhibits A & B**, to the Court for approval. After the Court enters Preliminary Approval and within twenty-one (21) days of receiving the Class List from the Parties, the Settlement Administrator will send the Automatic Class Notice, attached as Exhibit A, via electronic mail, if one is available on the Class List to the Automatic Payees. If the Settlement Administrator receives a bounce-back, it will send the Automatic Class Notice via U.S. mail, postage prepaid. If an electronic mail address is not available on the Class List, then the Automatic Class Notice shall be sent via U.S. mail, postage prepaid. As it determines necessary, the Settlement Administrator may use commercially-reasonable means to obtain updated and current U.S. mail addresses. Such means may include, without limitation and by example only, and at the Settlement Administrator's reasonable discretion: data from Experian, Trans Union, or Equifax and/or any of their affiliates; data from LexisNexis or other comparable skip-trace data sources; and other, appropriate commercial or public sources. The Settlement Administrator may also request forwarding service or change service to the last known address reflected in the Class List. Prior to mailing, the Settlement Administrator shall utilize the U.S. Postal Office's National Change of Address System.

The Settlement Administrator shall follow the same notice process outlined immediately above with respect to the Claim Class Members, except the Settlement Administrator will send to those individuals the Claim Class Notice, attached as Exhibit B. The Claim Class Notice shall enclose a copy of the Claim Form.

The Automatic Class Notice and the Claim Class Notice are collectively referred to herein as the "Notices."

For up to forty-five (45) days following the mailing of the Notices via U.S. Mail (if applicable), the Settlement Administrator will re-mail the Notices via standard U.S. Mail, postage prepaid, to those Settlement Class Members whose Notices were returned as undeliverable to the extent an alternative mailing address can be reasonably located. The Settlement Administrator will first attempt to re-mail the Notices to the extent that it received an address change notification from the U.S. Postal Service. If an address change notification form is not provided by the U.S. Postal Service, the Settlement Administrator may attempt to obtain an updated address using reasonable and appropriate methods to locate an updated address.

No later than thirty (30) days before the Final Approval Hearing, the Settlement Administrator will file proof of the mailing of the Notices with the Court. Neither the Parties nor the Settlement Administrator will have any further obligation to send notice of the settlement to the Settlement Class Members.

4.2.4 Settlement Website

The Settlement Administrator also will create and maintain the Settlement Class Website to be activated no later than five (5) days prior to the mailing of the Notices described above. The Settlement Administrator's responsibilities will also include securing an appropriate and agreed URL. Before procuring an appropriate URL, the Settlement Administrator must first obtain approval of the URL from both Class Counsel and Defendant. The Settlement Class Website will post important settlement documents, such as the operative Complaint, the Notices, the Settlement Agreement, and the Preliminary Approval Order. In addition, the Settlement Class Website will include a Claim Form that can be submitted electronically, a section for frequently-asked questions, and procedural information regarding the status of the Court-approval process, such as an announcement when the Final Approval Hearing is scheduled, when the Final Judgment and

Order has been entered, when the Effective Date is expected or has been reached, and when payment will likely be mailed.

The Settlement Administrator will terminate the Settlement Class Website either: (1) three hundred and sixty five (365) days after the Effective Date; or (2) thirty (30) days after the date on which the settlement is terminated or otherwise not approved by the Court.

4.2.5 Telephone Assistance

Class Counsel shall provide their telephone number to the Settlement Administrator to include in the Notices and Settlement Website. The Notices, Settlement Website and Settlement Administrator shall direct Settlement Class Member questions to Class Counsel, who shall be responsible for answering such questions or otherwise assisting Settlement Class Members.

4.2.6 CAFA Notice

The Parties agree that the Defendant shall serve notice of the settlement that meets the requirements of CAFA, 28 U.S.C. § 1715, on the appropriate federal and state officials not later than ten (10) days after the filing of this Settlement Agreement with the Court.

4.2.7 Costs and Expenses

Within fourteen (14) days after Preliminary Approval, Defendant will advance twenty-five thousand dollars (\$25,000) to the Settlement Administrator to effectuate the Settlement Class Notice Plan. Defendant shall receive a credit for this payment when it comes time to fund the Settlement Fund.

4.3 Settlement Consideration

4.3.1 Settlement Class Monetary Relief

The Settlement Fund shall be paid according to the terms set forth herein and in Section 5 below.

4.3.2 Settlement Class Cash Payments

4.3.2.1 Settlement Class Members are Eligible for Payment

Settlement Class Members who are listed on the Class List are eligible to receive a cash payment from the Settlement Fund.

The Automatic Payees shall receive a cash payment from the Settlement Fund without any further action by the consumer.

Claim Class Members will only receive a cash payment from the Settlement Fund if the Claim Class Member properly, truthfully, and timely completes and returns the provided Claim Form to attest under penalty of perjury that he or she has never been a registered sex offender. Upon receipt of a completed Claim Form, Class Counsel and Defendant's Counsel shall have thirty (30) days to jointly or separately review the Claim Form to verify the accuracy of consumer's attestation contained therein. Either Class Counsel or Defendant's counsel may challenge any Claim Form within the thirty (30) day review period by notifying the Class Administrator of the challenge in writing. If a Claim Form is challenged, then the Class Administrator shall review the challenge and, within fifteen (15) days of the challenge, determine whether the consumer should receive a cash payment. Claim Forms may be submitted until 30 days after the date of Final Approval.

Settlement Class Members who qualify for a cash payment as outlined in this Section are entitled to a *pro rata* portion of the Settlement Fund distributions.

Settlement Class Members shall only receive one *pro rata* Settlement Fund distribution, regardless of whether they meet two or more of the criteria for class membership set forth in Section 4.2.2. If a Settlement Class Member is both an Automatic Payee and a Claim Class Member, then the Settlement Class Member shall be deemed to be an Automatic Payee for

purposes of the Settlement Fund distributions. Distributions of these pro rata payments shall be made under the terms set forth in in Section 5.3.1.

4.3.2.2 Payment Notice

Each payment distributed by the Settlement Administrator to a Settlement Class Member shall include a Payment Notice.

4.4 Settlement Class Release

4.4.1 Release of All Claims

Upon the Effective Date, Plaintiff, for himself and as representative of the Settlement Class, and on behalf of each Settlement Class Member (including all Automatic Payees and all Claim Class Members, regardless of the submission of a Claim Form) and/or his or her respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, insurers, and assigns and all those acting or purporting to act on their behalf acknowledge full satisfaction of, and shall be conclusively deemed to have fully, finally and forever settled, released and discharged the Released Parties of and from the Released Claims. Nothing in this Settlement Agreement, however, shall be deemed a release of the Parties' respective rights and obligations under this Settlement Agreement.

Subject to the Court's approval, the Settlement Class Members shall be bound by this Settlement Agreement and all of their Settlement Class Released Claims shall be dismissed with prejudice and released as against the Released Parties, even if the Settlement Class Member never received actual notice of the settlement prior to the Final Approval Hearing, never submitted a Claim Form, or never cashed a check received in connection with this Settlement.

4.4.2 Waiver of Unknown Claims; General Release

Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they or Class Counsel now know or believe

to be true with respect to the subject matter of this Litigation and the Settlement Class Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release any and all Settlement Class Released Claims, without regard to the subsequent discovery or existence of such different additional facts, whether known or unknown. Settlement Class Members and Class Counsel understand and acknowledge the significance of this waiver and/or of any other applicable federal or state law relating to limitations on releases with respect to the Settlement Class Released Claims.

4.4.3 Waiver of California Civil Code § 1542

The Settlement Class Members waive all rights and benefits afforded by California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Settlement Class Members, and Class Counsel understand and acknowledge the significance of this waiver of California Civil Code § 1542 and/or of any other applicable federal or state law relating to limitations on releases.

4.4.4 Binding Release

Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this Settlement Agreement or any order entered in connection with such shall affect the dismissal of the Litigation, the *res judicata* effect of the Final Judgment and Order, the foregoing releases, or any other provision of the Final Judgment and Order; provided, however,

that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

4.4.5 Opt-Out from Settlement Class Members

4.4.5.1 Requests for Exclusion

All Settlement Class Members shall be given the opportunity to opt out of the Settlement Class by submitting a “Request for Exclusion.” All Requests for Exclusion must be in writing, sent to the Settlement Administrator and postmarked no later than thirty (30) days before the Final Approval Hearing. To be valid, a Request for Exclusion must be personally signed and must include: (1) the individual’s name, address and telephone number; and (2) a statement substantially to the effect that: “I request to be excluded from the Settlement Class in *Terry Brown v. CoreLogic Rental Property Solutions, LLC*, No. 3:20-cv-363-JAG, United States District Court, Eastern District of Virginia.”

Notwithstanding the foregoing, no person within the Settlement Class, or any person acting on behalf of or in concert or participation with that person, may submit a Request for Exclusion on behalf of any other person within the Settlement Class.

4.4.5.2 Verification of Opt-Outs by Settlement Administrator

The Settlement Administrator shall provide copies of the Requests for Exclusion to the Parties no later than three days after they are received by the Settlement Administrator. No later than fourteen days before the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel (with a copy to Defendant), who shall file it with the Court, along with a declaration verifying that notice has been provided to the Settlement Class as set forth herein and listing all of the valid opt-outs received.

4.4.5.3 Effect of Opt-Out from Settlement Class

All individuals within the Settlement Class who timely submit a valid Request for

Exclusion will, subject to Court approval, exclude themselves from the Settlement Class and preserve their ability to independently pursue, at their own expense, any individual claims he or she claims to have against Defendant. Any such individual within the Settlement Class who validly opts out will not be bound by further orders or judgments in the Litigation as they relate to the Settlement Class.

4.4.6 Representation of Opt-Outs

Class Counsel agree that this Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class Members. Class Counsel therefore agree that the Settlement Class Members who seek to opt-out should be represented by counsel who do not agree that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class Members. Accordingly, Class Counsel has represented that, if contacted, they will refer any such opt-outs to the applicable state bar association or other referral organization for other appropriate counsel in any subsequent litigation of claims by such opt-outs against Defendant.

4.4.7 Objections from Settlement Class Members

Any Settlement Class Member who has not previously validly opted-out in accordance with the terms above and who intends to object to this Settlement Agreement must file the objection in writing with the Clerk of Court no later than thirty (30) days prior to the Final Approval Hearing and must concurrently serve the objection on the Settlement Administrator. The notice of objection shall be sent by First Class United States Mail to the Settlement Administrator and the Clerk of the Court. The objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to

the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel.

Any Settlement Class Member who fails to timely file and serve a written objection pursuant to this Section shall not be permitted to object to the approval of the settlement or this Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

5. SETTLEMENT FUND

5.1 Settlement Fund

Class Counsel, in conjunction with the Settlement Administrator, shall establish as the Settlement Fund an escrow account or equivalent account at Towne Bank or as otherwise approved by Defendant at a federally-insured financial institution (the “Financial Institution”), which shall be considered a common fund created as a result of the Lawsuit. The Settlement Administrator shall direct the Financial Institution to make distributions from the Settlement Fund only in accordance with this Settlement Agreement. No funds shall be distributed or paid by the Financial Institution without written confirmation from both Class Counsel and Defendant’s Counsel. Class Counsel shall promptly notify Defendant’s Counsel of the date of the establishment of the account. The Settlement Fund may not be commingled with any other funds and may be held in cash, cash equivalents, certificates of deposit, or instruments insured by an arm of or backed by the full faith and credit of the United States Government. Interest earned, if any, on the Settlement Fund shall be for the benefit of the Settlement Class in the event this Settlement Agreement is not terminated

by the Defendant and the Effective Date otherwise occurs. The Settlement Fund will only be used to make distributions to Settlement Class Members, pay Attorneys' Fees, pay the Service Award.

By the Funding Date, Defendant agrees to fund the Settlement Fund in the total amount of eight million, two-hundred-twenty-five thousand dollars (\$8,225,000.00), less the \$25,000 advanced pursuant to Section 4.2.7 above. Defendant shall deposit this amount in the Escrow Account. This funding from Defendant includes all potential amounts awarded by the Court as the total monetary consideration to the Settlement Class, inclusive of any and all payment of attorneys' fees, Service Award, costs, administrative fees, notice expenses, and any other expenses described herein. Defendant shall not be ordered or required to pay any other award or any other fees, costs, or expenses aside from the Settlement Fund as provided for herein. In no event shall Defendant be required to pay more than eight million, two-hundred-twenty-five thousand dollars (\$8,225,000.00).

5.2 Settlement Fund Tax Status

5.2.1 The Parties agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Subsection, including the "relation back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5.2.2 For the purpose of Treasury Regulation § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all

informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns shall be consistent with this Subsection and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the respective settlement fund as provided herein.

5.2.3 All (a) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund do not qualify as a “qualified settlement fund” for federal or state income tax purposes (“Taxes”), and (b) expenses and costs incurred in connection with the operation and implementation of this Subsection (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns (“Tax Expenses”)), shall be paid out of the respective settlement fund for which the income was earned or expense or cost incurred; in no event shall the Released Parties have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Settlement Administrator shall indemnify and hold the Released Parties harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court, and the Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)); the Released Parties are not responsible therefore nor shall they have any liability with respect thereto. The Parties hereto agree to cooperate with

the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out this Section.

5.3 Attorneys' Fees, Service Award, Costs, and Other Expenses

No later than thirty (30) days prior to the Final Approval Hearing, Class Counsel shall make an application to the Court for an award of attorneys' fees, costs, and other expenses for their representation of the Settlement Class. This application will be posted to the Settlement Website within one day of filing with the Court. The amount that will be requested by Class Counsel shall be no greater than \$2,741,639, or one-third of the Settlement Fund. Class Counsel's application shall also request that the Court specifically approve all of the terms of this Section. No later than the time Class Counsel files the application above for an award of attorneys' fees, Class Counsel shall provide to the Settlement Administrator and Defendant a properly-completed W-9 Form pertaining to Class Counsel.

Defendant agrees not to oppose or object to the application by Class Counsel for attorneys' fees, costs, and other expenses in an amount to be paid exclusively from the Settlement Fund under the terms of the preceding paragraph. The award shall include all fees, costs, and other expenses for all attorneys (and their employees, consultants, experts, and other agents) who performed work in connection with the Litigation of the claims on behalf of the Settlement Class Members.

No later than forty-five (45) days prior to the Final Approval Hearing, Plaintiff shall make an application to the Court for the Court's approval of a Service Award of \$7,500 to be paid from the Settlement Fund. Defendant agrees not to oppose a Service Award of \$7,500 for the Plaintiff to be paid from the Settlement Fund. Defendant's agreement to this Service Award is in no way an admission of liability for Plaintiff's claims in the Litigation. No later than the time Plaintiff files the application for his Service Award, Plaintiff shall provide to the Settlement Administrator and Defendant a properly-completed W-9 Form pertaining to Plaintiff.

To the extent the Court approves an award of attorneys' fees or Service Award in an amount less than the requested amount, the difference shall be added to the Settlement Fund to be used for the benefit of the Settlement Class Members.

The application for attorneys' fees, the Service Award, and any and all matters related thereto shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement Agreement. The Plaintiff and Class Counsel agree that this Settlement Agreement is not conditional on the Court's approval of attorneys' fees or the Service Award in the requested amount or in any amount whatsoever. The Court's ruling on the application or applications for such fees and Service Award shall not operate to terminate or cancel the Settlement Agreement.

5.3.1 Payment Schedule

Attorneys' fees and costs, subject to Court approval, shall be paid in the amount approved by the Court within ten (10) days after the Funding Date. The Service Award, subject to Court approval, shall be paid in the amount approved by the Court within ten (10) days after the Funding Date.

In addition, before commencing distribution to the Settlement Class Members, the Settlement Administrator shall determine the funds necessary to cover the costs of notice and administration that the Settlement Administrator has already incurred, and reasonably expects to incur, in completing the Settlement Class Notice Plan. The Settlement Administrator shall submit that estimate to Class Counsel and Defendant's counsel for approval. Once approved, the Settlement Administrator should withhold the estimated amount from further distribution from the Settlement Fund in order to cover costs of notice and administration.

Within forty-five (45) days after the Funding Date, the Settlement Administrator shall mail equal, *pro rata* payments out of the Settlement Fund to each Automatic Payee and to any Claim

Class Member who has submitted a valid Claim Form via U.S. mail to the last known address reflected for those consumers in the Class List or the updated address previously used during the Settlement Class Notice Plan set forth in Section 4.2.3. The payment notices shall notify the recipients that the checks must be cashed within sixty (60) days from the date on enclosed check and that the enclosed check shall not be valid after that date. Any checks not cashed within 60 days of delivery (or any checks that were undeliverable) shall return to the Settlement Fund.

If there are any funds remaining as set forth in the immediately preceding paragraph, then within ninety days of the initial mailing of the first checks described in the immediately preceding paragraph, the Settlement Administrator shall mail equal payments out of the Settlement Fund to each Settlement Class Member who cashed the check described in the preceding paragraph. The payments will be mailed in the same manner as the first check, and the payment notices accompanying the payment check shall notify the recipients that the checks must be cashed within sixty (60) days from the date on the enclosed check and that the enclosed check shall not be valid after that date. No checks will be distributed or mailed if the amount of the check is less than \$50.00.

Any checks from this second distribution in the immediately preceding paragraph that are not cashed by the stale date referenced above, or funds remaining as a result of checks that were undeliverable, shall be paid to the Virginia Poverty Law Center as *cy pres* recipient earmarked for its eviction prevention programs, but which cannot be used for purposes of litigation. The funds shall be distributed within fifteen (15) days of the final stale date referenced above.

6. ENTRY OF FINAL JUDGMENT AND ORDER

The Parties shall jointly seek entry by the Court of a Final Judgment and Order, which includes the following provisions (among others):

- a) granting final approval of this Settlement Agreement, and directing its implementation pursuant to its terms and conditions;
- b) ruling on Class Counsel's applications for attorneys' fees, costs, and other expenses;
- c) discharging and releasing the Released Parties, and each of them, from the Settlement Class Released Claims, as provided in Section 4.4;
- d) permanently barring and enjoining all Settlement Class Members from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit against the Released Parties that asserts Settlement Class Released Claims;
- e) directing that the Litigation be dismissed with prejudice and without costs;
- f) stating pursuant to Federal Rules of Civil Procedure, Rule 54(b) that there is no just reason for delay and directing that the Final Judgment and Order is a final, appealable order; and
- g) reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the Settlement Agreement and the Final Judgment and Order as provided in Section 8.3.

7. TERMINATION

Defendant's willingness to settle this Litigation on a class action basis and to agree to the accompanying preliminary certification of the Settlement Class is dependent upon achieving finality in this Litigation and the desire to avoid the expense of this and other litigation. Consequently, Defendant has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement to the Plaintiff or to members of the Settlement Class if any of the following conditions subsequent occurs:

- a) the Parties fail to obtain and maintain Preliminary Approval consistent with the provisions of this Settlement Agreement;
- b) more than 20 members of the Settlement Class opt out of the proposed settlement;

c) the Court fails to enter a Final Judgment and Order under the provisions of this Settlement Agreement;

d) the settlement of the Settlement Class claims, or the Final Judgment and Order, is not upheld on appeal, including review by the United States Supreme Court;

e) the Plaintiff or Class Counsel commit a material breach of the Settlement Agreement before entry of the Final Judgment and Order;

f) the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement; or.

g) The parties fail to agree on the final composition of the Class List.

The failure of the Court or any appellate court to approve in full the request by Class Counsel for attorneys' fees, costs, and other expenses shall not be grounds for the Plaintiff, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement. The failure of the Court or any appellate court to approve in full the request of the Plaintiff for his Service Award shall not be grounds for the Plaintiff, the Settlement Class, or Class Counsel to cancel or terminate this Settlement Agreement.

If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason, then the Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

8. MISCELLANEOUS PROVISIONS

8.1 Best Efforts to Obtain Court Approval

Plaintiff and Defendant, and the Parties' Counsel, agree to use their best efforts to obtain Court approval of this Settlement Agreement, subject, however, to Defendant's rights to terminate the Settlement Agreement, as provided herein.

8.2 No Admission

This Settlement Agreement, whether or not it shall become final, and any and all negotiations, communications, and discussions associated with it, shall not be:

a) offered or received by or against any Party as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by a Party of the truth of any fact alleged by Plaintiff or defense asserted by Defendant, of the validity of any claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault, or wrongdoing on the part of Plaintiff or Defendant;

b) offered or received by or against Plaintiff or Defendant as a presumption, concession, admission, or evidence of any violation of the FCRA or any state or common law equivalent of the FCRA, or any state or federal statute, law, rule, or regulation or of any liability or wrongdoing by Defendant, or of the truth of any of the allegations in the Litigation, and evidence thereof shall not be directly or indirectly admissible, in any way, (whether in the Litigation or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and the Final Judgment and Order including, without limitation, asserting as a defense the release and waivers provided herein;

c) offered or received by or against Plaintiff or Defendant as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the

certification of a class, or for purposes of proving any liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against Defendant, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement; provided, however, that if this Settlement Agreement is finally approved by the Court, then Plaintiff or Defendant may refer to it to enforce their rights hereunder; or

d) construed as an admission or concession by Plaintiff, the Settlement Class, or Defendant that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Litigation.

8.3 Court's Jurisdiction

The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement. The Court also shall retain exclusive jurisdiction over any determination of whether a subsequent suit is released by the Settlement Agreement.

8.4 Settlement Notices

Except for the Settlement Class Notice Plan, as provided for in Section 4.2 above, all other notices or formal communications under this Settlement Agreement shall be in writing and shall be given, with a copy by email: (1) by hand delivery; (2) by registered or certified mail, return receipt requested, postage pre-paid; or (3) by overnight courier to counsel for the Party to whom notice is directed at the following addresses:

For the Plaintiff and the Settlement Class:

Kristi Cahoon Kelly, Esq.
KELLY GUZZO, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030
kkelly@kellyguzzo.com

Leonard A. Bennett, Esq.
CONSUMER LITIGATION ASSOCIATES, P.C.
763 J. Clyde Morris Blvd., Suite 1A
Newport News, VA 23601
lenbennett@clalegal.com

For Defendant:

Ronald I. Raether, Jr., Esq.
TROUTMAN PEPPER HAMILTON SANDERS, LLP
5 Park Plaza, Suite 1400
Irvine, CA 92614
ron.raether@troutman.com

Timothy St. George, Esq.
TROUTMAN PEPPER HAMILTON SANDERS, LLP
1001 Haxall Point
Richmond, VA 23219
timothy.st.george@troutman.com

Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

8.5 Parties' Costs

Except as otherwise provided for herein, the Plaintiff and the Defendant shall be solely responsible for his or its own costs and expenses.

8.6 Confidentiality of Discovery Materials and Information

The Parties, their counsel, and any retained or consulting experts in this Litigation, agree that they remain subject to the Court's Stipulated Protective Order, as appropriate.

8.7 Communication with Customers, Businesses, and Members of the Public

Defendant reserves the right to communicate with its customers, business contacts, and members of the public about the Settlement Agreement in the ordinary course of its business. The Parties further agree to cooperate with each other and the Settlement Administrator in connection with any mass communications to respective Class Members or others, as may be necessary to effectuate the terms of this Settlement Agreement. Otherwise, Plaintiff and Class Counsel agree

not to make any public statements regarding the settlement or the Litigation as to any matters not contained in the public record of the Litigation that are inconsistent with the Class Notice or this Settlement Agreement.

8.8 Complete Agreement

This Settlement Agreement is the entire, complete agreement of each and every term agreed to by and among Plaintiff, the Settlement Class, and their counsel. In entering into this Settlement Agreement, no Party has made or relied on any warranty or representation not specifically set forth herein. This Settlement Agreement shall not be modified except by a writing executed by all the Parties.

The Parties have also reached a separate settlement that pertains to Plaintiff's individual, non-class claims that were discovered during the discovery phase of this Litigation.

8.9 Headings for Convenience Only

The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

8.10 Severability

In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, with the exception of release in Section 4.4, this Agreement shall continue in full force and effect without said provision to the extent Defendant does not exercise its right to terminate under Section 7.

8.11 No Party Is the Drafter

None of the Parties to this Settlement Agreement shall be considered to be the primary drafter of this Settlement Agreement or any provision hereof for the purpose of any rule of interpretation or construction that might cause any provision to be construed against the drafter.

8.12 Binding Effect

This Settlement Agreement shall be binding according to its terms upon, and inure to the benefit of, the Plaintiff, the Settlement Class, the Defendant, the Released Parties, and their respective successors and assigns.

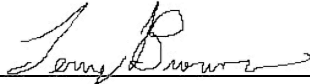
8.13 Authorization to Enter Settlement Agreement

The individual signing this Settlement Agreement on behalf of the Defendant represents that he or she is fully authorized by the Defendant to enter into, and to execute, this Settlement Agreement on its behalf. Class Counsel represent that they are fully authorized to conduct settlement negotiations with counsel for Defendant on behalf of Plaintiff, and to enter into, and to execute, this Settlement Agreement on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rules of Civil Procedure, Rule 23(e). The Plaintiff enters into and executes this Settlement Agreement on behalf of himself, and as a representative of and on behalf of the Settlement Class, subject to Court approval pursuant to Federal Rules of Civil Procedure, Rule 23(e).

8.14 Execution in Counterparts

Plaintiff, Class Counsel, Defendant, and Defendant's counsel may execute this Settlement Agreement in counterparts, and the execution of counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile, electronic and scanned signatures shall be considered as valid signatures as of the date signed, although the original signature pages shall thereafter be appended to the Settlement Agreement. This Settlement Agreement shall not be deemed executed until signed by all Plaintiff, by all Class Counsel, and by counsel for and representatives of Defendant.

Plaintiff:



Terry Brown


Defendant:

SafeRent Solutions, LLC f/k/a Corelogic
Rental Property Solutions, LLC

Name: _____

Title: _____

Counsel for Plaintiff and Settlement Class:



Kristi C. Kelly
Andrew Guzzo
Casey Nash
KELLY GUZZO, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030
Telephone: (703) 424-7576
Facsimile: (703) 591-0167

Leonard A. Bennett, Esq.
CONSUMER LITIGATION ASSOCIATES,
P.C.
763 J. Clyde Morris Blvd., Suite 1A
Newport News, VA 23601
Telephone: (757) 930-3660
Facsimile: (757) 930-3662

Counsel for Defendant:

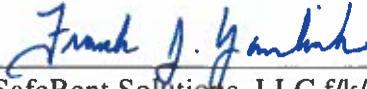
Ronald I. Raether, Jr.
TROUTMAN PEPPER HAMILTON
SANDERS LLP
5 Park Plaza Ste 1400
Irvine, CA 92614
Telephone: (949) 622-2722
Facsimile: (949) 622-2739

Timothy St. George, Esq.
David N. Anthony, Esq.
TROUTMAN PEPPER HAMILTON
SANDERS LLP
1001 Haxall Point
Richmond, VA 23219
Telephone: (804) 697-1254
Facsimile: (804) 698-6013

Plaintiff:

Terry Brown

Defendant:


SafeRent Solutions, LLC f/k/a Corelogic
Rental Property Solutions, LLC
Name: FRANK J. YANKOVICH
Title: CEO

Counsel for Plaintiff and Settlement Class:

Kristi C. Kelly
Andrew Guzzo
Casey Nash
KELLY GUZZO, PLC
3925 Chain Bridge Road, Suite 202
Fairfax, VA 22030
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Counsel for Defendant:

Ronald I. Raether, Jr.
TROUTMAN PEPPER HAMILTON
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5 Park Plaza Ste 1400
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1001 Haxall Point
Richmond, VA 23219
Telephone: (804) 697-1254
Facsimile: (804) 698-6013

Plaintiff:



Terry Brown


Defendant:

SafeRent Solutions, LLC f/k/a Corelogic
Rental Property Solutions, LLC

Name: _____

Title: _____


Counsel for Plaintiff and Settlement Class:



Kristi C. Kelly
Andrew Guzzo
Casey Nash
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Counsel for Defendant:



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Timothy St. George, Esq.
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Telephone: (804) 697-1254
Facsimile: (804) 698-6013

EXHIBIT A

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

A proposed class action settlement may affect your rights.

A federal court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

- There is a proposed settlement in a class action lawsuit entitled *Terry Brown v. RPS Rental Property Solutions, LLC*, No. 3:20-cv-363 (the “Litigation”), which is a lawsuit that claims CoreLogic Rental Property Solutions, LLC (“RPS”) violated the Fair Credit Reporting Act (“FCRA”). The Plaintiff alleges that RPS violated the FCRA by including sex offender registry records on tenant screening reports that did not belong to the applicant that was the subject of the report. RPS denies Plaintiff’s allegations and denies that RPS is liable to Plaintiff or any of the putative settlement class members.
- If you do not opt out of the proposed settlement, you will receive a cash payment due to the inclusion of sex offender data on a RPS report. Whether you act or not, your legal rights are affected by the proposed settlement. Your rights and options – and the deadlines to exercise them – are explained in this notice. Please read this notice carefully in its entirety.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT		
Your Rights and Options	What to Do	Deadlines to Do It
Object to the Settlement	Write to the Court about why you do not like the proposed settlement; for more information regarding objecting, please read Section 9 below.	Postmarked on or before <u> </u> , 2021
Opt out of the Settlement	Write to the Settlement Administrator stating that you do not wish to participate in the proposed settlement. See Section 6 below. If you validly opt out, you will not receive any monetary payments from the settlement.	Postmarked on or before <u> </u> , 2021
Do Nothing	You are not required to take any action to receive the benefits of the proposed settlement. If the proposed settlement is finally approved and you do not opt out, then you will be bound by the Court’s final judgment and the release of claims in the Settlement Agreement.	None

1. Does this Notice apply to me?

If, from May 25, 2015 to July 16, 2021, you were the subject of a report sold by RPS that included a record from a sex offender registry. This notice informs you about the proposed settlement and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to approve the proposed

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settlement. The proposed settlement will only be finally approved after any objections or appeals are resolved. If the proposed settlement is finally approved, then you will benefit from the relief provided by the proposed settlement. Once the proposed settlement is final, you will also be bound by the release and other provisions of the proposed settlement.

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.██████████.com.

2. What is this lawsuit about?

The class action lawsuit is captioned as *Terry Brown v. RPS Rental Property Solutions, LLC*, No. 3:20-cv-363, and it is pending in the United States District Court for the Eastern District of Virginia, with Judge John A. Gibney, Jr., presiding. The individual who sued is called the Plaintiff; the company that he sued is called the Defendant. The Plaintiff is Terry Brown. The Defendant is RPS.

The substance of Plaintiff's claims is described above. A "class action" seeks to bring similar claims in one case in one court. In a class action, the plaintiff who brings the case is called the "Class Representative." He has his name listed in the title of the case (Terry Brown). You can read Plaintiff's Class Action Complaint at www.██████████.com.

RPS denies that it did anything wrong; that any damages are provable for Plaintiff and/or the members of the class; or that the case should be maintained as a class action. RPS contends that its practices are reasonable, and that those practices satisfy the requirements of the FCRA. RPS's Answer to the Complaint can also be found at www.██████████.com.

The Court has not decided whether either side is right or wrong. Instead, both sides agreed to the proposed settlement to resolve the case and provide benefits to the class. When the parties reached this proposed settlement, the Court had not decided whether the case could be a class action.

3. How do I know if I am part of the proposed settlement?

The Court has decided that everyone who fits the following description is a Settlement Class Member:

All natural persons residing in the United States of America (including its territories and Puerto Rico) who: (1) were the subject of a consumer report furnished by Defendant from May 21, 2015 through July 16, 2021 that included a record from a sex offender registry that did not originate from a state where the consumer currently or previously resided; or (2) submitted a dispute to Defendant from May 21, 2015 through July 16, 2021 involving one or more sex offender records and where a sex offender record was deleted from the consumer's file as a result of the dispute; or (3) submit a valid Claim Form.

Because you have received this notice, you have been identified as a class member based on the business records maintained by RPS.

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4. What benefits does the proposed settlement provide?

RPS paying \$8,225,000 to settle this case, which includes all sums from which Settlement Class Members shall be paid, all costs to notify the Settlement Class Members, all costs to administer the Settlement, and all sums to pay the attorneys and the Class Representative who filed the action.

If you received this notice and do not opt out of the Settlement, and the Settlement is approved, you will receive a payment without the need to submit any further documentation. If finally approved, the parties estimate that each Settlement Class Member will receive in excess of \$750, after the settlement is fully administered and the requested attorneys' fees and other awards are approved.

No Settlement Class Members will have to pay or buy anything to benefit from the relief provided by the Settlement Agreement.

5. How does the proposed settlement affect my rights?

In general terms, if the proposed settlement is finally approved by the Court, then you will be giving up the right to file a lawsuit against RPS or its related companies, for any claims regarding the inclusion or accuracy of sex offender data. Specifically, you will be giving up the right to bring any claims under federal or state law resulting from, arising out of, or regarding the inclusion of sex offender data, or the accuracy of sex offender data, in reports published by RPS during the class period. You will be giving up all such claims whether or not you know about them.

The precise terms of the dismissal and release are explained in the Settlement Agreement, which you can view on the settlement website, www._____.com.

The Court's order will apply to you even if you object to the settlement or have any other claim, lawsuit, or proceeding pending against the RPS. If you have any questions about the release, then you should visit www._____.com for more information or consult with a lawyer.

See Section 7 below for more information regarding your options in seeking legal advice concerning the Settlement.

6. Can I choose not to be in the proposed settlement?

Yes. You have the opportunity to opt out of the Settlement by submitting a written Request for Exclusion to _____ at _____, postmarked no later than thirty (30) days before the Final Approval Hearing in this action. To be valid, a Request for Exclusion must be personally signed and must include: (i) your name, address and telephone number; (ii) and a statement substantially to the effect that: "I request to be excluded from the Settlement Class in *Terry Brown v. RPS Rental Property Solutions, LLC*, No. 3:20-cv-363-JAG, United States District Court, Eastern District of Virginia." Notwithstanding the foregoing, no person within the Settlement Class may submit a Request for Exclusion for any other person in the Settlement Class. You may also obtain a Request for Exclusion form at the website, www._____.com.

Questions -- call toll-free 1-800-000-0000 or visit www._____.com

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If you timely submit a valid Request for Exclusion and the proposed settlement is given final approval, you will exclude yourself from the settlement class and will not be bound by further orders or judgments in the Litigation. You will preserve your ability to independently pursue, at your own expense, any individual, non-class, non-representative claims that you claim to have against RPS. No person who has opted out of the Settlement may object to any part of the Settlement Agreement.

7. Do I have a lawyer in this case?

Yes. The Court approved the following individuals to represent you and other Class Members:

- Kristi Kelly, Andrew Guzzo, and Casey Nash of Kelly Guzzo, PLC at 3925 Chain Bridge Road, Suite 202, Fairfax, Virginia 22030. Telephone: (703) 424-7570.
- Len Bennett and Craig Marchiando of Consumer Litigation Associates, P.C., 763 J. Clyde Morris Blvd, Suite 1A, Newport News, Virginia 23601. Telephone: (757) 930-3660.

The Court has appointed these lawyers as Class Counsel. You will not be charged for these lawyers. You may hire your own attorney, if you so choose, but you will be personally responsible for your attorney's fees and expenses.

8. How will the lawyers be paid? What will the Class Representatives receive?

The attorneys representing the class have handled this case on a contingency basis. To date, they have not been paid anything for their work. Class Counsel will request that the Court award attorneys' fees and expenses for the time and effort they have spent on this case. The amount that will be requested by Class Counsel will be no more than \$2,741,639, and a Named Plaintiff service award for the Named Plaintiff of up to \$7,500, in addition to the cash payment that Terry Brown will receive as a Class Member.

If the Court approves an award of attorneys' fees and expenses and the service award, then Class Counsel and the Named Plaintiff will receive the Court-approved amounts after the Effective Date.

Any approved amount of attorneys' fees and expenses or Named Plaintiff service awards will be paid from the settlement fund, and no Class Member will owe or pay anything directly for the attorneys' fees and expenses of Class Counsel.

9. How do I tell the Court if I do not agree with the proposed settlement?

If you are a Settlement Class Member, then you can object to the proposed settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object to this Settlement Agreement, you must file your objection in writing with the Clerk of Court no later than thirty (30) days prior to the final approval hearing. You must also provide a copy of your objection to the Settlement Administrator (XXXX), identified above). The notice of objection shall be sent by First Class United States Mail to the Settlement Administrator and the Clerk of the Court. The objection must

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include the following: (1) your full name, address and current telephone number; (2) the name and telephone number of your attorney, if you are represented by an attorney and if your attorney intends to submit a request for fees, and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses you may call to testify; (5) a listing of all exhibits you intend to introduce into evidence at the Final Approval Hearing, if any, as well as true and correct copies of all exhibits; and (6) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel. If you fail to timely file and serve a written objection, you shall not be permitted to object to the approval of the Settlement or the terms of the Settlement Agreement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

You will not be permitted to object to the Settlement or the Settlement Agreement if you decide to opt out from the Settlement.

10. When and where will the Court decide whether to finally approve the proposed settlement?

The Court will hold a final approval hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to do either one.

The Court will hold a final approval hearing on _____, 2021, at _____m., before the Hon. John A. Gibney, Jr., in the United States District Court for the Eastern District of Virginia in Richmond, Virginia.

At this hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will consider all timely and proper objections. The Court will consider all timely and proper objections. The Court will listen to people who have asked for permission to speak at the hearing and complied with the other requirements for objections explained in Section 9.

The Court may also decide how much to award Class Counsel and the Named Plaintiff. After the hearing, the Court will decide whether to finally approve the proposed settlement. There may be appeals after that. We do not know how long these decisions will take.

The Court may change the date of the final approval hearing without further notice to the Class. You should check the website, www._____.com, after _____, 2021 to check on the hearing date, the court-approval process, and the Effective Date.

11. What happens if I do nothing at all?

You are not required to take any further action. If you received this notice and do not opt out of the proposed settlement, you will be deemed to have submitted a timely and valid claim for payment, without the need to submit any further documentation. However, if you do not opt out of the settlement, you will release your claims against RPS, as described in Section 5 above.

12. How do I get more information?

Questions -- call toll-free 1-800-000-0000 or visit www._____.com
Para una notificación en Español, llame o visite nuestro sitio web

This notice is only a summary of the proposed settlement. More details about the proposed Settlement, the date when appeals are no longer allowed and the Settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.██████████.com. The website also contains answers to common questions about the proposed settlement. In addition, some of the key documents in the case will be posted on the website. You can also write or call Class Counsel at the contact information listed above.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, RPS, OR RPS'S COUNSEL. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.

Questions -- call toll-free 1-800-000-0000 or visit www.██████████.com
Para una notificación en Español, llame o visite nuestro sitio web

EXHIBIT B

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

A proposed class action settlement may affect your rights.

A federal court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

- There is a proposed settlement in a class action lawsuit entitled *Terry Brown v. CoreLogic Rental Property Solutions, LLC*, No. 3:20-cv-363 (the “Litigation”), which is a lawsuit that claims CoreLogic Rental Property Solutions, LLC (“RPS”) violated the Fair Credit Reporting Act (“FCRA”). The Plaintiff alleges that RPS violated the FCRA by including sex offender registry records on tenant screening reports that did not belong to the applicant that was the subject of the report. RPS denies Plaintiff’s allegations and denies that RPS is liable to Plaintiff or any of the putative settlement class members.
- You have the right to submit a claim to receive a cash payment due to the inclusion of sex offender data on a RPS report. You also have the right to opt out of the proposed settlement. Whether you act or not, your legal rights are affected by the proposed settlement. Your rights and options – and the deadlines to exercise them – are explained in this notice. Please read this notice carefully in its entirety.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT		
Your Rights and Options	What to Do	Deadlines to Do It
Object to the Settlement	Write to the Court about why you do not like the proposed settlement; for more information regarding objecting, please read Section 10 below.	Postmarked on or before <u> </u> , 2021
Opt out of the Settlement	Write to the Settlement Administrator stating that you do not wish to participate in the proposed settlement. See Section 7 below. If you validly opt out, you will not receive any monetary payments from the settlement.	Postmarked on or before <u> </u> , 2021
Submit a Claim Form	Submit a form to the Settlement Administrator for a payment from the settlement; for more information, please read Section 5 below.	Postmarked on or before <u> </u> , 2021
Do Nothing	If the proposed settlement is finally approved and you do not opt out, then you will be bound by the Court's final judgment and the release of claims in the Settlement Agreement.	None

Questions – call toll-free 1-800-000-0000 or visit www. .com

Para una notificación en Español, llame o visite nuestro sitio web

	Also, if you do not submit a Claim Form, you will not receive a cash payment as a result of any approved settlement.	
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1. Does this Notice apply to me?

If, from May 25, 2015 to July 16, 2021, you were the subject of a report sold by RPS that included a record from a sex offender registry. If you can affirm under oath that you are not, and never have been, a registered sex offender, then this notice applies to you.

This notice informs you about the proposed settlement and your rights. Before any final judgment is entered, the Court will have a hearing to decide whether to approve the proposed settlement. The proposed settlement will only be finally approved after any objections or appeals are resolved. If the proposed settlement is finally approved, then you will benefit from the relief provided by the proposed settlement if you submit a Claim Form as detailed below in Section 5. Once the proposed settlement is final, you will also be bound by the release and other provisions of the proposed settlement, as outlined below.

This notice is only a summary of the proposed settlement. More details about the proposed settlement, the date when appeals are no longer allowed and the settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting www.██████████.com.

2. What is this lawsuit about?

The class action lawsuit is captioned as *Terry Brown v. CoreLogic Rental Property Solutions, LLC*, No. 3:20-cv-363, and it is pending in the United States District Court for the Eastern District of Virginia, with Judge John A. Gibney, Jr., presiding. The individual who sued is called the Plaintiff; the company that he sued is called the Defendant. The Plaintiff is Terry Brown. The Defendant is RPS.

The substance of Plaintiff's claims is described above. A "class action" seeks to bring similar claims in one case in one court. In a class action, the plaintiff who brings the case is called the "Class Representative." He has his name listed in the title of the case (Terry Brown). You can read Plaintiff's "Class Action Complaint" at www.██████████.com.

RPS denies that it did anything wrong; that any damages are provable for Plaintiff and/or the members of the class; or that the case should be maintained as a class action. RPS contends that its practices are reasonable and that those practices satisfy the requirements of the FCRA. RPS's "Answer" to the Class Action Complaint can also be found at www.██████████.com.

The Court has not decided whether either side is right or wrong. Instead, both sides agreed to the proposed class action settlement to resolve the case and provide benefits to the class. When the parties reached this proposed settlement, the Court had not decided whether the case could be a class action. As part of the proposed settlement, the Court certified a tentative class action for settlement purposes only.

Questions -- call toll-free 1-800-000-0000 or visit www.██████████.com

Para una notificación en Español, llame o visite nuestro sitio web

3. How do I know if I am part of the proposed settlement?

The Court has decided that everyone who fits the following description is a Settlement Class Member:

All natural persons residing in the United States of America (including its territories and Puerto Rico) who: (1) were the subject of a consumer report furnished by Defendant from May 21, 2015 through July 16, 2021 that included a record from a sex offender registry that did not originate from a state where the consumer currently or previously resided; or (2) submitted a dispute to Defendant from May 21, 2015 through July 16, 2021 involving one or more sex offender records and where a sex offender record was deleted from the consumer's file as a result of the dispute; or (3) submit a valid Claim Form.

Because you have received this notice, you have been identified as a class member based on the business records maintained by RPS.

4. What benefits does the proposed settlement provide?

RPS is paying \$8,225,000 to settle this case, which includes all sums from which Settlement Class Members shall be paid, all costs to notify the Settlement Class Members, all costs to administer the Settlement, and all sums to pay the attorneys and the Class Representative who filed the action.

If finally approved, the parties estimate that each Settlement Class Member who submits a valid claim will receive in excess of \$750, after the settlement is fully administered and the requested attorneys' fees and other awards are approved.

To receive a cash payment, you must submit the enclosed Claim Form where you must certify under penalty of perjury that you are not, and have never been, a registered sex offender. If the Settlement is approved and you submit a valid Claim Form, then you will receive a payment.

No Settlement Class Members will have to pay or buy anything to benefit from the relief provided by the Settlement Agreement.

5. How do I submit a Claim Form for payment from the Claims Fund?

If you are not and have never been registered as a sex offender and wish to receive a cash payment, please complete the enclosed Claim Form and mail it to [REDACTED] at [REDACTED]. Your Claim Form must be postmarked by [REDACTED]. If accepted, you will be entitled to a cash payment from the settlement fund.

You may also submit a Claim Form at the settlement website, [REDACTED].

Questions -- call toll-free 1-800-000-0000 or visit [www.\[REDACTED\].com](http://www.[REDACTED].com)

Para una notificación en Español, llame o visite nuestro sitio web

6. How does the proposed settlement affect my rights?

In general terms, if the proposed settlement is finally approved by the Court, then you will be giving up the right to file a lawsuit against RPS or its related companies or its successors, for any claims regarding the inclusion or accuracy of sex offender data. Specifically, you will be giving up the right to bring any claims under federal or state law resulting from, arising out of, or regarding the inclusion of sex offender data, or the accuracy of sex offender data, in reports published by RPS during the class period. You will be giving up all such claims whether or not you know about them. And, you will be giving up all such claims whether you complete a Claim Form or not.

The precise terms of the dismissal and release are explained in the Settlement Agreement, which you can view on the settlement website, www._____.com.

The Court's order will apply to you even if you object to the settlement or have any other claim, lawsuit, or proceeding pending against the RPS. If you have any questions about the release, then you should visit www._____.com for more information or consult with a lawyer.

See Section 8 below for more information regarding your options in seeking legal advice concerning the Settlement.

7. Can I choose not to be in the proposed settlement?

Yes. You have the opportunity to opt out of the Settlement by submitting a written Request for Exclusion to _____ at _____, postmarked no later than thirty (30) days before the Final Approval Hearing in this action. To be valid, a Request for Exclusion must be personally signed and must include: (i) your name, address and telephone number; (ii) and a statement substantially to the effect that: "I request to be excluded from the Settlement Class in *Terry Brown v. CoreLogic Rental Property Solutions, LLC*, No. 3:20-cv-363-JAG, United States District Court, Eastern District of Virginia." Notwithstanding the foregoing, no person within the Settlement Class may submit a Request for Exclusion for any other person in the Settlement Class. You may also obtain a Request for Exclusion form at the website, www._____.com.

If you timely submit a valid Request for Exclusion and the proposed settlement is given final approval, you will exclude yourself from the settlement class and will not be bound by further orders or judgments in the Litigation. You will preserve your ability to independently pursue, at your own expense, any individual, non-class, non-representative claims that you claim to have against RPS. No person who has opted out of the Settlement may object to any part of the Settlement Agreement.

8. Do I have a lawyer in this case?

Yes. The Court approved the following individuals to represent you and other Class Members:

- Kristi Kelly, Andrew Guzzo, and Casey Nash of Kelly Guzzo, PLC at 3925 Chain Bridge Road, Suite 202, Fairfax, Virginia 22030. Telephone: (703) 424-7570.

Questions -- call toll-free 1-800-000-0000 or visit www._____.com

Para una notificación en Español, llame o visite nuestro sitio web

- Len Bennett and Craig Marchiando of Consumer Litigation Associates, P.C., 763 J. Clyde Morris Blvd, Suite 1A, Newport News, Virginia 23601. Telephone: (757) 930-3660.

The Court has appointed these lawyers as Class Counsel. You will not be charged for these lawyers. You may hire your own attorney, if you so choose, but you will be personally responsible for your attorney's fees and expenses.

9. How will the lawyers be paid? What will the Class Representatives receive?

The attorneys representing the class have handled this case on a contingency basis. To date, they have not been paid anything for their work. Class Counsel will request that the Court award attorneys' fees and expenses for the time and effort they have spent on this case. The amount that will be requested by Class Counsel will be no more than \$2,741,639, and a Class Representative service award for the Terry Brown of up to \$7,500, in addition to the cash payment that Terry Brown will receive as a Class Member.

If the Court approves an award of attorneys' fees and expenses and the service award, then Class Counsel and the Class Representative will receive the Court-approved amounts after the Effective Date.

Any approved amount of attorneys' fees and expenses or Class Representative service awards will be paid from the settlement fund, and no Class Member will owe or pay anything directly for the attorneys' fees and expenses of Class Counsel.

10. How do I tell the Court if I do not agree with the proposed settlement?

If you are a Settlement Class Member, then you can object to the proposed settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

To object to this Settlement Agreement, you must file your objection in writing with the Clerk of Court no later than thirty (30) days prior to the final approval hearing. You must also provide a copy of your objection to the Settlement Administrator (XXXX), identified above). The notice of objection shall be sent by First Class United States Mail to the Settlement Administrator and the Clerk of the Court. The notice of objection shall be sent by First Class United States Mail to the Settlement Administrator and the Clerk of the Court. The objection must include the following: (1) your full name, address and current telephone number; (2) the name and telephone number of your attorney, if you are represented by an attorney and if your attorney intends to submit a request for fees, and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to you, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses you may call to testify; (5) a listing of all exhibits you intend to introduce into evidence at the Final Approval Hearing, if any, as well as true and correct copies of all exhibits; and (6) a statement of whether you intend to appear at the Final Approval Hearing, either with or without counsel. If you fail to timely file and serve a written objection, you shall not be permitted to object to the approval of the Settlement or the terms of the Settlement Agreement and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

Questions -- call toll-free 1-800-000-0000 or visit www._____.com

Para una notificación en Español, llame o visite nuestro sitio web

You will not be permitted to object to the Settlement or the Settlement Agreement if you decide to opt out from the Settlement.

11. When and where will the Court decide whether to finally approve the proposed settlement?

The Court will hold a final approval hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to do either one.

The Court will hold a final approval hearing on [REDACTED], 2021, at [REDACTED] .m., before the Hon. John A. Gibney, Jr., in the United States District Court for the Eastern District of Virginia in Richmond, Virginia.

At this hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will consider all timely and proper objections. The Court will consider all timely and proper objections. The Court will listen to people who have asked for permission to speak at the hearing and complied with the other requirements for objections explained in Section 10.

The Court may also decide how much to award Class Counsel and the Class Representative. After the hearing, the Court will decide whether to finally approve the proposed settlement. There may be appeals after that. We do not know how long these decisions will take.

The Court may change the date of the final approval hearing without further notice to the Class. You should check the website, [www.\[REDACTED\].com](http://www.[REDACTED].com), after [REDACTED], 2021 to check on the hearing date, the court-approval process, and the Effective Date.

12. What happens if I do nothing at all?

You are not required to take any further action. However, if you do not submit a Claim Form or opt out of the settlement, you will not receive payment and will release your claims against RPS, as described in Section 6 above.

13. How do I get more information?

This notice is only a summary of the proposed settlement. More details about the proposed Settlement, the date when appeals are no longer allowed and the Settlement is final, deadlines for certain actions, and your options are available in a longer document called the Settlement Agreement. You can get a copy of the Settlement Agreement by visiting [www.\[REDACTED\].com](http://www.[REDACTED].com). The website also contains answers to common questions about the proposed settlement. In addition, some of the key documents in the case will be posted on the website. You can also write or call Class Counsel at the contact information listed above.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, RPS, OR RPS'S COUNSEL. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.

Questions -- call toll-free 1-800-000-0000 or visit [www.\[REDACTED\].com](http://www.[REDACTED].com)

Para una notificación en Español, llame o visite nuestro sitio web

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

TERRY BROWN, *on behalf of himself and* :
all others similarly situated, :

Plaintiff, :

v. :

Civil Action No. 3:20-cv-00363-JAG

CORELOGIC RENTAL PROPERTY :
SOLUTIONS, LLC, :

Defendant. :

**ORDER PRELIMINARILY APPROVING SETTLEMENT
AND DIRECTING NOTICE TO CLASS**

The Settlement Agreement has been filed with the Court (Dkt. No. __) and the definitions and terms set forth in the Settlement Agreement are incorporated herein by reference.

The Court, having reviewed the Settlement Agreement entered by the parties, hereby Orders that:

1. The Court has considered the proposed settlement of the claim asserted under the Fair Credit Reporting Act (“FCRA”) by a class of consumers defined as follows (the “Settlement Class”):

All natural persons residing in the United States of America (including its territories and Puerto Rico) who: (1) were the subject of a consumer report furnished by Defendant from May 21, 2015 through July 16, 2021 that included a record from a sex offender registry that did not originate from a state where the consumer currently or previously resided; or (2) submitted a dispute to Defendant from May 21, 2015 through July 16, 2021 involving one or more sex offender records and where a sex offender record was deleted from the consumer’s file as a result of the dispute; or (3) submit a valid Claim Form.

The Settlement Class does not include Defendant’s officers, directors, and employees; Defendant’s attorneys; the Named Plaintiff’s attorneys; or any employee of the Federal Judiciary.

2. The Settlement Agreement entered between the parties as of August 12, 2021 (Dkt. No. ___), appears, upon preliminary review, to be fair, reasonable, and adequate to the Settlement Class. Accordingly, for settlement purposes only, the proposed settlement is preliminarily approved, pending a Final Approval Hearing, as provided for herein.

3. The prerequisites to a class action under Fed. R. Civ. P. 23(a) have been preliminarily satisfied, for settlement purposes only, in that:

- (a) The Settlement Class consists of approximately 8,250 members;
- (b) the claims of the Named Plaintiff are typical of those of the other members of the Settlement Class;
- (c) there are questions of fact and law that are common to all members of the Settlement Class; and
- (d) the Named Plaintiff will fairly and adequately protect the interests of the Settlement Class and has retained Class Counsel experienced in consumer class action litigation who have and will continue to adequately represent the Settlement Class.

4. For settlement purposes only, the Court finds that this action is preliminarily maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because: (1) a class action is a fair and efficient adjudication of this controversy; and (2) questions of fact and law common to the members of the Settlement Class predominate over any questions affecting only individual members.

5. If the Settlement Agreement is not finally approved, is not upheld on appeal, or is otherwise terminated for any reason before the Effective Date, then the Settlement Class shall be decertified; the Settlement Agreement and all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall

not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural position as if the Settlement Agreement had not been negotiated, made, or filed with the Court.

6. The Court appoints Terry Brown as the class representative. The Court also appoints Kristi Kelly, Andrew Guzzo, and Casey Nash of Kelly Guzzo, PLC and Leonard Bennett and Craig Marchiando of Consumer Litigation Associates, P.C., as counsel for the Settlement Class (“Class Counsel”).

7. The Court appoints _____ as the Settlement Administrator.

8. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on _____, 2022 (*at least 150 days after entry of Preliminary Approval Order*) at the United States District Court, Eastern District of Virginia, at 701 E. Broad St., Richmond, VA 23219, at _____.m. for the following purposes:

(a) To determine whether the proposed settlement is fair, reasonable, and adequate and should be granted final approval by the Court;

(b) To determine whether a final judgment should be entered dismissing the claims of the Settlement Class with prejudice, as required by the Settlement Agreement;

(c) To consider the application of Class Counsel for an award of attorney’s fees, costs, and expenses, and for a service award to the class representative; and

(d) To rule upon other such matters as the Court may deem appropriate.

9. (a) As is provided in Section 4.2.2 of the Settlement Agreement, Class Counsel and Defendant shall provide a Class List of the Settlement Class Members to the Settlement Administrator, who shall send the agreed upon Notices to the Settlement Class Members in accordance with the Settlement Class Notice Plan set forth in the Settlement Agreement. The

Court also approves the parties' Notices, which are attached to the Settlement Agreement as **Exhibits A & B**. To the extent the parties or Settlement Administrator determine that ministerial changes to the Notices are necessary before disseminating either to the Settlement Class Members, they may make such changes without further application to the Court.

(b) Not later than forty-five (45) days before the Final Approval Hearing, the Settlement Administrator will cause a declaration to be filed with the Court that the Notice described above was given as required herein.

10. The Court finds this manner of giving notice fully satisfies the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances, including its use of individual notice to all members who can be identified through reasonable effort, and shall constitute due and sufficient notice to all persons entitled thereto.

11. If a Settlement Class Member chooses to opt-out of the class, such class member is required to submit a request for exclusion to the Settlement Administrator, post-marked on or before the date specified in the Notice, which shall be no later than thirty (30) days before the date of the Final Approval Hearing. The request for exclusion must include the items identified in the Settlement Agreement pertaining to requests for exclusion. A Class Member who submits a valid request for exclusion using the procedure identified above shall be excluded from the class for any and all purposes. No later than fourteen (14) days prior to the Final Approval Hearing, the Settlement Administrator shall prepare a declaration listing all of the valid opt-outs received and shall provide the declaration and list to Class Counsel and Defendant's counsel, with Class Counsel then reporting the names appearing on this list to the Court before the Final Approval Hearing.

12. A Settlement Class Member who does not file a timely request for exclusion, or otherwise does not follow the procedure described in the Settlement Agreement, shall be bound by all subsequent proceedings, orders, and judgments in this action.

13. (a) Any Settlement Class Member who wishes to be heard orally at the Final Approval Hearing, and/or who wishes for any objection to be considered, must file a written notice of objection to be filed with the Court no later than thirty (30) days prior to the Final Approval Hearing. The notice of objection shall be sent by First Class United States Mail to the Settlement Administrator and the Clerk of the Court.

(b) The objection must include the following: (1) the Settlement Class Member's full name, address and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees, and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing as well as true and correct copies of such exhibits; and, (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel. Any Settlement Class Member who fails to timely file and serve a written objection pursuant to the terms of this paragraph shall not be permitted to object to the approval of the settlement or the Settlement Agreement and shall be foreclosed from seeking any review of the settlement or the terms of the Settlement Agreement by appeal or other means.

14. No later than ten (10) business days prior to the Final Approval Hearing, Class Counsel shall prepare and file with the Court, and serve on Defendant's counsel, a list of all persons who have timely objected to the settlement and all documents relating to the objections.

15. All briefs, memoranda, petitions and affidavits to be filed in support of an individual award to the Class Representative and in support in support of Class Counsel's application for fees, costs and expenses, shall be filed not later than forty-five (45) days before the Final Approval Hearing. Any other briefs, memoranda, petitions and affidavits that Class Counsel intends to file in support of final approval shall be filed not later than twenty-one (21) days before the Final Approval Hearing.

14. Neither this Preliminary Approval Order, nor the Settlement Agreement, shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Settlement Released Claims. This Preliminary Approval Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The preliminary approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or the Defendant.

16. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement Agreement.

BY THE COURT:

HONORABLE JOHN A. GIBNEY, JR.
UNITED STATES DISTRICT JUDGE

Dated: _____, 2021

EXHIBIT D

Name
Address Line 1
Address Line 2
City, State, Zip Code

Unique Claim Number: #####

COMPLETE THIS FORM TO OBTAIN A CASH PAYMENT

Instructions:

1. Verify that your name and address information is correct. Add your telephone number and email address (if available).
2. To submit a claim for cash payment, review the statement in Section II.
3. If the statement in Section II is accurate, sign to verify that the information you are supplying is true and accurate under the penalty of perjury.

THE DEADLINE TO SUBMIT A CLAIM IS: XXXXX

Section I: Contact Information

Please update your contact information if the information above is incorrect.

Name: _____

Mailing Address: _____

City, State, ZIP: _____

Telephone: _____ Email: _____

Section II: Claim for Cash Payment

I hereby declare that I have never been registered as sex offender on a state or federal sex offender registry.

Signature

Printed Name

Date

By signing your name, you are attesting to the truthfulness of this statement before a United States federal court under the penalty of perjury.