

**Exhibit 1**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

**MARLENE STEINBERG,**

**Plaintiff,**

**v.**

**Civil Action No. 3:22-cv-00498-H-KSC**

**CORELOGIC CREDCO, 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 31, 2023, in the case captioned *Marlene Steinberg v. CoreLogic Credco, LLC*, No. 3:22-cv-00498-H-KSC, pending in the United States District Court for the Southern District of California (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 February 4, 2022, Plaintiff, Marlene Steinberg, brought a proposed class action against CoreLogic Credco, LLC (“Defendant”) in the Superior Court of California, County of San Diego, which Defendant then removed to the United States District Court for the Southern District of California, on April 12, 2022;

WHEREAS, Plaintiff’s Complaint alleges that Defendant negligently and willfully violated the Fair Credit Reporting Act (15 U.S.C. § 1681e(b)) by, among other things, inaccurately including notations in the Plaintiff’s and putative class members’ consumer reports that the Plaintiff and putative class members were deceased;

WHEREAS, Defendant denies each and every one of the allegations of wrongful conduct and damages made by the Plaintiff and 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 was 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 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, 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 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 Eleanor Michelle Drake, Joseph C. Hashmall, and Sophia Marie Rios with Berger Montague, P.C., representing the Plaintiff, and if approved by the Court, the Settlement Class.

**2.3** "Claim Form" means the claim form substantially in the form attached hereto as **Exhibit A**.

**2.4** "Claims Deadline" means sixty (60) days from the Settlement Notice Date.

**2.5** “Claims Period” means the sixty (60) day period that begins on the Settlement Notice Date.

**2.6** “Court” means the United States District Court for the Southern District of California where this Litigation is pending.

**2.7** “Defendant” means CoreLogic Credco, LLC.

**2.8** “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 sixty-day time period during which an individual could appeal the Final Approval Order under Federal Rules of Appellate Procedure 4(a)(1) and (5)(i) and (ii) has passed without any appeal having been filed, or unless that 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.

**2.9** “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.

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

**2.11** “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.

**2.12** “Final Approval Order” means a final order and judgment as entered by the Court, in the form attached hereto as **Exhibit E**, 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.

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

**2.14** “Funding Date” means ten (10) business days from the Effective Date.

**2.15** “Notice” means the notice (in a form substantially similar to that attached as **Exhibits B and C** and approved by the Court) that will be mailed to the Settlement Class, as further described in Section 4.2.3.

**2.16** “Plaintiff” means Marlene Steinberg.

**2.17** “Preliminary Approval” and “Preliminary Approval Order” mean the Court’s order in the form attached hereto as **Exhibit D** 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.

**2.18** “Released Claims” means all claims, rights, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever arising before the Effective Date, whether known or unknown, matured or unmatured, foreseen or unforeseen, suspected or unsuspected, accrued or unaccrued which each Settlement Class Member ever had or now has under the FCRA, state equivalents, or common law, resulting from, arising out of, or regarding the inclusion of any notations or indicators that the consumer is deceased in reports published by Defendant.

**2.19** “Released Parties” means the Defendant and its predecessors, successors, 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, customers, vendors, contractors, agents, advisors, assigns, shareholders, representatives, attorneys, and any person involved in any respect with regard to the Defendant's conduct alleged in the Litigation, and representatives of any of the above. Notwithstanding the forgoing, nothing in this Agreement serves to release Equifax, Experian or TransUnion for any claims.

**2.20** "Settlement Administrator" means, subject to Court approval, JND Legal Administration.

**2.21** "Settlement Agreement" means this Settlement Agreement and Release, including all attached Exhibits.

**2.22** "Settlement Class" or "Settlement Class Members" means all persons residing in the United States of America (including its territories and Puerto Rico) who were the subject: (1) of a consumer report resold by Defendant to a third party within the time period of January 1, 2021 and continuing through May 2, 2023, (2) where the consumer report contained a notation that the consumer was deceased, and (3) either one or two of the nationwide consumer reporting agencies (Experian, Trans Union and Equifax) provided information to Defendant that did not include a deceased notation. The Settlement Class does not include counsel of record (and their respective law firms) for any of the Parties, employees of Defendants, and employees of the Federal judiciary.

**2.22.1** "Automatic Payment Settlement Class Member" means all Settlement Class Members who qualify to receive an automatic payment from the Settlement Fund pursuant to Section 4.3.1.2.

**2.22.2** "Claim Form Settlement Class Member" means all Settlement Class Members who qualify to submit a claim form for receipt of payment from the Settlement Fund pursuant to Section 4.3.1.3.

**2.23** “Settlement Class Notice List” shall be the list of those consumers to whom the Notice is sent, and more fully defined at 4.2.2.

**2.24** “Settlement Class Notice Plan” means the plan for providing notice 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.

**2.25** “Settlement Class Period” shall be from January 1, 2021, through May 2, 2023.

**2.26** “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 4.2.4.

**2.27** “Settlement Fund” means the monetary relief which Defendant has agreed to provide for the benefit of the Settlement Class, as further described in Section 4.3.1.

**2.28** “Settlement Notice Date” means the date on which the Settlement Administrator first mails the Settlement Class Notice as set forth in Section 4.2.3.

**2.29** “Service Award” means the one-time payment to the Plaintiff, for the risk, time, and resources that she 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, attached as **Exhibit D**, 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 27,014 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, JND Legal Administration. The Settlement Administrator's responsibilities shall include, but are not limited to: giving notice, obtaining new addresses for returned mail, using commercially reasonable methods to determine email addresses for Class Members, setting up and maintaining a Settlement Website and toll-free telephone number,

fielding inquiries about the Settlement Agreement, processing and reviewing Claims Forms, directing the mailing of payments to certain Settlement Class Members, and any other tasks reasonably required to effectuate the 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 Settlement Class Members**

Within fourteen (14) days after preliminary approval, Defendant shall provide the Settlement Administrator with a list of the Settlement Class Members as defined by the criteria set forth in Section 2.22 (the “Class List”). The Class List shall include personal identifying information for each person on the list, and including, as available, the person’s: (a) name; (b) Social Security number; (c) date of birth; (d) postal address, as identified the most recent report prepared by Defendant pertaining to the person; and (e) whether the Class Member is an Automatic Payment Settlement Class Member. Before providing the Class List to Class Counsel, Defendant will also use commercially reasonable efforts to dep-duplicate the Class List down to the level of unique consumers by using the Social Security numbers identified for the Settlement Class Members. The Class List will become the Settlement Class Notice List and reflect the Settlement Class Members.

The production of this Class List identifying the Settlement Class Members shall be governed by the Protective Order previously entered in the Case and designated as Confidential. (Dkt. No. 21.) Plaintiff, Class Counsel, and the 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 above are material terms of this Settlement Agreement.

#### 4.2.3 Settlement Class Notice

Plaintiff, Defendant, and the Settlement Administrator have agreed that they will jointly recommend the Notice, substantially in the forms attached as **Exhibits B and C**, to the Court for approval. After the Court enters Preliminary Approval, and within twenty-one (21) days of receiving the Settlement Class Notice List from the Parties, the Settlement Administrator will send the Notice via U.S. mail, postage prepaid. The Settlement Administrator shall also use commercially reasonable methods to locate email addresses for Class Members, and it shall send notices to Class Members via email as well.

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 date on which the Settlement Administrator mails the Settlement Notice shall be the Settlement Notice Date.

For up to thirty (30) days following the mailing of the Notice via U.S. Mail, the Settlement Administrator will re-mail the Notice 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 Notice 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.

Thirty (30) days after sending the Notice, the Settlement Administrator shall send a reminder notice via email.

No later than fifteen (15) days before the Final Approval Hearing, the Settlement Administrator will file proof of the mailing of the Notice 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 Notice described above. The Settlement Administrator's responsibilities will also include securing an appropriate URL, such as <http://www.creditreportsettlement.com>. 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 Notice, the Settlement Agreement, and the Preliminary Approval Order. The Settlement Class Website will also contain the Long Form Notice attached as **Exhibit F**. 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) one hundred days (100) 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 Notice and Settlement Website. The Notice, 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. JND Legal Administration shall prepare and mail the applicable notices, and the costs for preparing and mailing such notices shall be paid out of the Settlement Fund.

#### **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 full credit for that advance payment when it comes time to fund the Settlement Fund after the Effective Date.

### **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.

The Settlement Fund will consist of five million six hundred ninety-five thousand dollars (\$5,695,000.00), minus any amount the Court awards in attorneys' fees, a Service Award, costs, administrative fees, notice expenses, and any other expenses, apart from the \$25,000 amount discussed above in Section 4.2.7.

The Settlement Fund shall be used to make payments to each Settlement Class Member, as outlined in the following sections.

##### **4.3.1.1 Settlement Class Members Eligible for Payment**

Only Settlement Class Members who are listed on the Class List will receive the Settlement Class Notice and will be eligible for a cash payment. Each Settlement Class Member will be eligible to receive a portion of the total amount in the Settlement Fund less any amount the Court awards in attorneys' fees, a Service Award, costs, administrative fees, notice expenses, and any other expenses. Settlement Class Members shall receive payment by either: (1) qualifying as an Automatic Payment Settlement Class Member pursuant to Section 4.3.1.2; or (2) qualifying as a Claim Form Settlement Class Member and submitting a valid and timely claim pursuant to Section 4.3.1.3. Settlement Class Members who validly and timely submit a Request for Exclusion from the settlement class pursuant to Section 4.4.5 shall not receive any payment.

##### **4.3.1.2 Payments to Automatic Payment Settlement Class Members**

A Settlement Class Member will qualify as an Automatic Payment Settlement Class Member if the following conditions are all met: (1) the Settlement Class Member was the subject of a consumer report resold by Defendant to a third-party during the Settlement Class Period that

included information from at least one nationwide consumer reporting agency (but not all of the reporting nationwide consumer reporting agencies) where the score segment of the report indicated that the consumer was deceased; and (2) that nationwide consumer reporting agency's report does not contain a deceased notation within a tradeline.

Each Automatic Payment Settlement Class Member who does not opt-out of the Settlement Class shall be entitled to receive a single *pro rata* payment as described in Section 4.3.1.1, regardless of the number of consumer reports pertaining to the Settlement Class Member furnished by Defendant during the Settlement Class Period. Payments shall be made to eligible Automatic Payment Settlement Class Members automatically, in accordance with the Payment Schedule set forth in Section 5.3.1. Automatic Payment Settlement Class Members shall not be required to submit a Claim Form to receive payment. In the event that any Automatic Payment Settlement Class Member submits a Claim Form, that Settlement Class Member shall nevertheless be entitled to only one payment.

#### **4.3.1.3 Payments to Claim Form Settlement Class Members**

A Settlement Class Member will qualify as a Claim Form Settlement Class Member if he or she does not otherwise qualify as an Automatic Payment Settlement Class Member.

Each Claim Form Settlement Class Member who does not opt-out of the Settlement Class shall be entitled to submit one claim, regardless of the number of consumer reports pertaining to the Settlement Class Member furnished by Defendant during the Settlement Class Period. Payments shall be made to eligible Claim Form Settlement Class Members on a claims-made basis.

To submit a claim for payment, Claim Form Settlement Class Members must submit a valid and timely Claim Form, either by mail or via the Settlement Website which shall include: (i) the Claim Form Settlement Class Member's full name, address, and other information, as necessary, to allow the Settlement Administrator to contact the Settlement Class Member to

validate the Claim, if necessary; (ii) affirmation that the Claim Form Settlement Class Member was the subject of a consumer report resold by Defendant during the Settlement Class Period, and that the Claim Form Settlement Class Member was alive at the time the consumer report was resold by Defendant; and (iii) the Claim Form Settlement Class Member's signature or electronic signature.

Claim Forms must be mailed by the last day of the Claims Period to be considered timely. Only one valid Claim Form will be honored per Claim Form Settlement Class Member. Any Claim Form submitted by an Automatic Payment Settlement Class Member shall be disregarded by the Settlement Administrator. Defendant shall have the right to review and research the submitted Claim Forms and to suggest denial of claims if Defendant has a good faith belief that such claims are improper or fraudulent. Any suggestion of denial of claims shall be provided to Class Counsel in writing. If the Parties cannot agree upon which claims should be denied, then they shall submit the issue to the Court for determination at final approval.

#### **4.3.2 Settlement Class Injunctive Relief**

Subject to the terms and conditions of this Settlement Agreement, the Named Plaintiff, the Class, and Defendant have agreed to move jointly for the Court to enter an injunction applicable to Defendant by consent. The Court will be asked to adopt the Final Approval Order attached as **Exhibit E** to this Settlement Agreement, which shall include the terms below.

##### **4.3.2.1 Reseller Disclosure Statement**

Defendant will agree to include on all "human-readable" versions of its Instant Merge Credit Reports furnished by Defendant the following statement: "CoreLogic Credco is a reseller and conduit of credit information provided by the three national credit bureaus, Equifax (EFX), Experian (XPN) and TransUnion (TUC). CoreLogic Credco has assembled this information so that it accurately reflects what the bureaus have provided but cannot evaluate its content. If, upon

review of the information contained within this Instant Merge Credit Report, you believe that any Equifax, Experian, and/or TransUnion information is inaccurate or incomplete, please contact CoreLogic Credco at [designated phone number].” The designated phone number will vary depending on the individual/entity receiving the human-readable version of the Instant Merge Credit Report. For Defendant’s customers, the designated phone number will display the contact information for its customer support team. For individual consumers, the designated phone number will display the contact information for its consumer relations team.

#### **4.3.2.2 Revision of Deceased Notation Language**

If Experian, Equifax, and/or TransUnion communicates to Credco that it has not provided provide a credit score for a consumer because of the presence of a deceased indicator, then Defendant will include the following statement within the “Score Information” segment of its reports: “SCORE NOT PROVIDED BY BUREAU DUE TO PRESENCE OF DECEASED NOTATION”.

#### **4.3.2.3 Implementation of Injunctive Relief**

Defendant will make a reasonable and good faith effort to implement the agreed-to injunctive relief within six months of the Effective Date. Notwithstanding this provision, if Defendant is unable to comply with this deadline, Defendant shall receive a reasonable extension of time sufficient to permit completion of the task upon submission of an application to the Court showing good cause for the extension.

#### **4.3.2.4 Time Period**

The Parties agree the obligations of the agreed-to injunctive relief will expire three years from the date on which the Defendant implements the injunctive relief.

#### 4.3.2.5 Changes in Law

If, during the period of the injunctive relief described above, Defendant believes that developments have occurred in federal, state or local law, or through other applicable regulations or administrative actions, that alter Defendant's ability to comply with its obligations to provide the agreed-upon injunctive relief, or if Defendant believes its procedures should be modified based on such developments, then Defendant is permitted to modify the procedures discussed above in the manner it deems necessary to maintain compliance with the law. At the time of the change, Defendant must provide notice of the change to Class Counsel. If Class Counsel, acting in good faith, disagrees that the change is consistent with developments in the applicable law, they shall provide Defendant with written notice of any objections to the proposed change, and the reasons for the same, within fifteen (15) days of Defendant's communication notifying Class Counsel of the change. Thereafter, if Defendant and Class Counsel cannot reach agreement on the proposed change, Defendant must petition the Court for approval of the proposed change. Defendant may discontinue the injunctive relief during the period of time that the parties await a ruling from the Court.

#### 4.4 Settlement Class Release

##### 4.4.1 Release of All Claims

Upon the Effective Date, Plaintiff, for herself and as representative of the Settlement Class, and on behalf of each Settlement Class Member and/or his or her respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors, 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 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 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 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 of California Civil Code § 1542, Section 20-7-11 of the South Dakota Codified Laws, and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that might apply to the fullest extent permitted by law related to all unknown claims.

Each Settlement Class Member acknowledges that he or she is familiar with principles of law such as § 1542 of the Civil Code of the State of California and § 20-7-11 of the South Dakota Codified Laws, which provide:

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.

This Settlement Agreement provides a specific release of the Released Claims, not a general release in the sense contemplated by these laws. To the extent applicable, the Settlement Class Members hereby waive the provisions, rights, and benefits of § 1542 of the Civil Code of the State of California and § 20-7-11 of the South Dakota Codified Laws and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction that might apply to the fullest extent permitted by law related to all unknown claims. The Settlement Class Members hereby affirm that this waiver is knowing and voluntary.

#### 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 sixty (60) days from the Settlement Notice Date. 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 *Steinberg v. CoreLogic Credco, LLC*, No. 3:22-cv-00498, United States District Court, Southern District of California.”

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 prepare a declaration listing all 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.

##### **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 himself or herself from the Settlement Class and preserve his or her ability to independently pursue, at his or her 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 shall, if contacted, 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 sixty (60) days from the Settlement Notice Date, and must concurrently serve the objection on the Settlement Administrator. 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, whether 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 at a federally insured financial institution (the “Financial Institution”), which shall be considered a common fund created because 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, and to pay the Settlement Administrator.

By the Funding Date, Defendant agrees to fund the Settlement Fund in the remaining total amount of five million six hundred ninety-five thousand dollars (\$5,695,000.00), less the \$25,000 advance payment specified 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 five million six hundred ninety-five thousand dollars (\$5,695,000.00) in connection with the Settlement Class.

## **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 Treasury Regulation § 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 does 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 fourteen (14) days prior to the Opt Out & Objections Deadlines, 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 of fees that will be requested by Class Counsel shall be no greater than \$1,423,750.00, or 25% of the Settlement Fund. The amount of costs and other expenses requested by Class counsel shall not exceed actually incurred costs, and other expenses actually incurred in the litigation of this matter. 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 fourteen (14) days prior to the Opt Out & Objections Deadlines, 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 five business (5) days after the Funding Date. The Service Award, subject to Court approval, shall be paid in the amount approved by the Court within five (5) business 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 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: (1) each Automatic Payment Settlement

Class Member and (2) each Claim Form Settlement Class Member who submitted a valid and timely Claim Form pursuant to Section 4.3.1.3. Such payments shall be mailed via U.S. mail to the last known address reflected 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 the 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 revert to the Settlement Fund.

If there are any funds remaining, and assuming such funds are sufficient to permit a second distribution in the amount of at least \$25 per mailed check, 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.

Any checks from the 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 evenly paid to the Homeownership Preservation Foundation and Habitat for Humanity as *cy pres* recipients, but which cannot be used for purposes of litigation. The funds shall be split and distributed within thirty (30) 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 50 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; or

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.

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 her 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.  
Casey Nash, Esq.  
KELLY GUZZO, PLC  
3925 Chain Bridge Road, Suite 202  
Fairfax, VA 22030  
kkelly@kellyguzzo.com  
casey@kellyguzzo.com

Eleanor Michelle Drake, Esq.  
Joseph C. Hashmall, Esq.  
BERGER MONTAGUE PC  
1229 Tyler Street Northeast, Suite 205  
Minneapolis, MN 55413  
emdrak@bm.net  
jhashmall@bm.net

For Defendant:

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

Cindy D. Hanson, Esq.  
TROUTMAN PEPPER HAMILTON SANDERS, LLP  
600 Peachtree Street, Northeast, Suite 3000  
Atlanta, GA 30308  
cindy.hanson@troutman.com

Timothy St. George, Esq.  
TROUTMAN PEPPER HAMILTON SANDERS, LLP  
1001 Haxall Point  
Richmond, VA 23219  
tim.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 her 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 Protective Order (Dkt. No. 21), 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 communications to respective Settlement 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.

**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, whether between the parties or before the Court.

This Settlement Agreement shall not be modified except by a writing executed by all the Parties.

**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 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 herself, 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:**

**Defendant**

  
Marlene Steinberg (Aug 24, 2023 10:02 EDT)

Marlene Steinberg

CoreLogic Credco, LLC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Counsel for Plaintiff and Settlement Class:**

**Counsel for Defendant:**



Eleanor Michelle Drake  
BERGER MONTAGUE PC  
1229 Tyler Street Northeast, Ste 205  
Minneapolis, MN 55413  
Telephone: (612) 594-5933  
Facsimile: (612) 584-4470

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

**Plaintiff:**

**Defendant**



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Marlene Steinberg

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CoreLogic Credco, LLC  
Name: Francis Aaron Henry  
Title: Chief Legal Officer

**Counsel for Plaintiff and Settlement Class:**

**Counsel for Defendant:**

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Eleanor Michelle Drake  
BERGER MONTAGUE PC  
1229 Tyler Street Northeast, Ste 205  
Minneapolis, MN 55413  
Telephone: (612) 594-5933  
Facsimile: (612) 584-4470

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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

**Plaintiff:**

**Defendant**

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Marlene Steinberg

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CoreLogic Credco, LLC  
Name: Francis Aaron Henry  
Title: Chief Legal Officer

**Counsel for Plaintiff and Settlement Class:**

**Counsel for Defendant:**

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Eleanor Michelle Drake  
BERGER MONTAGUE PC  
1229 Tyler Street Northeast, Ste 205  
Minneapolis, MN 55413  
Telephone: (612) 594-5933  
Facsimile: (612) 584-4470



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5 Park Plaza, Ste 1400  
Irvine, CA 92614  
Telephone: (949) 622-2722  
Facsimile: (949) 622-2739

**EXHIBIT A**

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

Unique Claim Number: #####

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**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.

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**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 was the subject of a consumer report generated by Credco between January 1, 2021 and May 2, 2023 and that I am not deceased.

\_\_\_\_\_  
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.

**EXHIBIT B**

## UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

**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 *Marlene Steinberg v. CoreLogic Credco, LLC*, No. 3:22-cv-00498-H-KSC (the “Litigation”), which is a lawsuit that claims CoreLogic Credco, LLC (“Credco”) violated the Fair Credit Reporting Act (“FCRA”). Plaintiff alleges that Credco violated the FCRA by inaccurately including notations in credit reports that consumers were deceased. Credco denies Plaintiff’s allegations and denies that Credco is liable to Plaintiff or any of the putative settlement class members.
- If you do not exclude yourself from the proposed settlement, you will receive a cash payment due to the inclusion of deceased notation data on a Credco consumer 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
<b>Object to the Settlement</b>	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> , 2023
<b>Opt out of the Settlement</b>	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> , 2023
<b>Do Nothing</b>	You are not required to take any action to receive the benefits of the proposed settlement, including the cash payment. 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.creditreportsettlement.com](http://www.creditreportsettlement.com).

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

**1. Does this Notice apply to me?**

Credco's business records reflect that, between January 1, 2021 and May 2, 2023, you were the subject of a consumer report resold by Credco that included a notation that the consumer was deceased, and where either one or two of the nationwide consumer reporting agencies (Experian, Trans Union and Equifax) provided information to Credco that did not include a deceased notation. 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. Once the proposed settlement is final, you will also be bound by the release and other provisions of the proposed settlement.

More details about the 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.creditreportsettlement.com](http://www.creditreportsettlement.com). This notice is only a summary of the proposed settlement and does not alter the formal, written terms of the Settlement Agreement.

**2. What is this lawsuit about?**

The class action lawsuit is captioned as *Marlene Steinberg v. CoreLogic Credco, LLC*, No. 3:22-cv-00498-H-KSC, and it is pending in the United States District Court for the Southern District of California, with Judge Marilyn L. Huff presiding. The individual who sued is called the Plaintiff; the company that he sued is called the Defendant.

The Plaintiff is Marlene Steinberg. The Defendant is Credco.

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." She has her name listed in the title of the case (Marlene Steinberg). You can read Plaintiff's Class Action Complaint at [www.creditreportsettlement.com](http://www.creditreportsettlement.com).

Credco 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. Credco contends that its practices satisfy the requirements of the FCRA. Credco's Answer to the Complaint can also be found at [www.creditreportsettlement.com](http://www.creditreportsettlement.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:

Questions -- call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.com)  
Para una notificación en Español, llame o visite nuestro sitio web

All natural persons residing in the United States of America (including its territories and Puerto Rico) who were the subject: (1) of a consumer report resold by Defendant to a third party within the time period of January 1, 2021 and continuing through May 2, 2023, (2) where the consumer report contained a notation that the consumer was deceased, and (3) either one or two of the nationwide consumer reporting agencies (Experian, Trans Union and Equifax) provided information to Defendant that did not include a deceased notation.

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

**4. What benefits does the proposed settlement provide?**

Credco is paying \$5,695,000 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 you will receive at least \$ [REDACTED], after the settlement is fully administered and the requested attorneys' fees and other awards are approved. Credco has also agreed to certain business practice changes, which are detailed in the Settlement Agreement.

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 Credco or its related companies, for any claims regarding the inclusion of notations or indicators that you are deceased. 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 notations or indicators that you are deceased in reports published Credco 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.creditreportsettlement.com](http://www.creditreportsettlement.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 Credco. If you have any questions about the release, then you should visit [www.creditreportsettlement.com](http://www.creditreportsettlement.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.

Questions -- call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.com)  
Para una notificación en Español, llame o visite nuestro sitio web

**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 JND Legal Administration at [REDACTED], postmarked no later than sixty (60) days from the date of the mailing of the settlement notice. 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 *Marlene Steinberg v. CoreLogic Credco, LLC*, No. 3:22-cv-00498, United States District Court, Southern District of California." 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.creditreportsettlement.com](http://www.creditreportsettlement.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 Credco. 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.
- Eleanor Michelle Drake, Joseph C. Hashmall, and Sophia Marie Rios of Berger Montague, P.C. at 1229 Tyler Street Northeast, Suite 205, Minneapolis, Minnesota 55413.

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 \$1,423,750, and a Named Plaintiff service award for the Named Plaintiff of up to \$7,500, in addition to the cash payment that Marlene Steinberg 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.

Questions -- call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.com)  
Para una notificación en Español, llame o visite nuestro sitio web

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 sixty (60) days from the date of the mailing of the settlement notice. You must also provide a copy of your objection to the Settlement Administrator (JND Legal Administration). 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.

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 [REDACTED], 2023, at [REDACTED].m., before the Hon. Marilyn L. Huff, in the United States District Court for the Southern District of California, in San Diego, California.

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.

Questions -- call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.com)  
Para una notificación en Español, llame o visite nuestro sitio web

The Court may change the date of the final approval hearing without further notice to the Class. You should check the website, [www.creditreportsettlement.com](http://www.creditreportsettlement.com), after [REDACTED], 2023 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. However, if you do not opt out of the settlement, you will release your claims against Credco, as described in Section 5 above.

**12. 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.creditreportsettlement.com](http://www.creditreportsettlement.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, CREDCO, OR CREDCO'S COUNSEL. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.**

Questions -- call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.com)  
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**EXHIBIT C**

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

**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 *Marlene Steinberg v. CoreLogic Credco, LLC*, No. 3:22-cv-00498-H-KSC (the “Litigation”), which is a lawsuit that claims CoreLogic Credco, LLC (“Credco”) violated the Fair Credit Reporting Act (“FCRA”). Plaintiff alleges that Credco violated the FCRA by inaccurately including notations in credit reports that consumers were deceased. Credco denies Plaintiff’s allegations and denies that Credco 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 deceased notation data on a Credco consumer 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.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT</b>		
<b>Your Rights and Options</b>	<b>What to Do</b>	<b>Deadlines to Do It</b>
<b>Object to the Settlement</b>	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> , 2023
<b>Opt out of the Settlement</b>	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> , 2023
<b>Submit a Claim Form</b>	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> , 2023
<b>Do Nothing</b>	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. Also, if you do not submit a Claim Form, then you will not receive a cash payment as a result of any approved settlement.	None

Questions – call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.com)  
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**1. Does this Notice apply to me?**

Credco's business records reflect, between January 1, 2021 and May 2, 2023, you were the subject of a report sold by Credco that included a notation that the consumer was deceased, and where either one or two of the nationwide consumer reporting agencies (Experian, Trans Union and Equifax) provided information to Credco that did not include a deceased notation.

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.

More details about the 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.creditreportsettlement.com](http://www.creditreportsettlement.com). This notice is only a summary of the proposed settlement and does not alter the formal, written terms of the Settlement Agreement.

**2. What is this lawsuit about?**

The class action lawsuit is captioned as *Marlene Steinberg v. CoreLogic Credco, LLC*, No. 3:22-cv-00498, and it is pending in the United States District Court for the Southern District of California, with Judge Marilyn L. Huff presiding. The individual who sued is called the Plaintiff; the company that he sued is called the Defendant.

The Plaintiff is Marlene Steinberg. The Defendant is Credco.

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." She has her name listed in the title of the case (Marlene Steinberg). You can read Plaintiff's Class Action Complaint at [www.creditreportsettlement.com](http://www.creditreportsettlement.com).

Credco 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. Credco contends that its practices satisfy the requirements of the FCRA. Credco's Answer to the Complaint can also be found at [www.creditreportsettlement.com](http://www.creditreportsettlement.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.

Questions -- call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.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 were the subject: (1) of a consumer report resold by Defendant to a third party within the time period of January 1, 2021 and continuing through May 2, 2023, (2) where the consumer report contained a notation that the consumer was deceased, and (3) either one or two of the nationwide consumer reporting agencies (Experian, Trans Union and Equifax) provided information to Defendant that did not include a deceased notation.

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

**4. What benefits does the proposed settlement provide?**

Credco is paying \$5,695,000 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 at least \$ [REDACTED], 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 were alive at the time the Credco consumer report about you was generated and resold. If the Settlement is approved and you submit a valid Claim Form, then you will receive a payment. Credco has also agreed to certain business practice changes, which are detailed in the Settlement Agreement.

There are other Settlement Class Members who will receive an automatic payment from the settlement based on the specific content of their consumer report without having to submit a Claim Form. You are not one of those Settlement Class Members. The specifics of those two payment structures can be located within the terms of the Settlement Agreement.

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 settlement fund?**

If you believe that you are eligible to receive a cash payment, then please complete the enclosed Claim Form and mail it to JND Legal Administration at [REDACTED]. Your Claim Form must be postmarked sixty (60) days from the date of the mailing of the settlement notice. If accepted, you will be entitled to a cash payment from the settlement fund.

Questions -- call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.com)  
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You may also submit a Claim Form through the settlement website, [www.creditreportsettlement.com](http://www.creditreportsettlement.com).

**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 Credco or its related companies, for any claims regarding the inclusion of notations or indicators that you are deceased. 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 notations or indicators that you are deceased in reports published Credco 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.creditreportsettlement.com](http://www.creditreportsettlement.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 Credco. If you have any questions about the release, then you should visit [www.creditreportsettlement.com](http://www.creditreportsettlement.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 JND Legal Administration at [REDACTED], postmarked no later than sixty (60) days from the date of the mailing of the settlement notice. 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 *Marlene Steinberg v. CoreLogic Credco, LLC*, No. 3:22-cv-00498, United States District Court, Southern District of California." 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.creditreportsettlement.com](http://www.creditreportsettlement.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 Credco. 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:

Questions -- call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.com)  
Para una notificación en Español, llame o visite nuestro sitio web

- Kristi Kelly, Andrew Guzzo, and Casey Nash of Kelly Guzzo, PLC at 3925 Chain Bridge Road, Suite 202, Fairfax, Virginia 22030.
- Eleanor Michelle Drake, Joseph C. Hashmall, and Sophia Marie Rios of Berger Montague, P.C. at 1229 Tyler Street Northeast, Suite 205, Minneapolis, Minnesota 55413.

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 \$1,423,750, and a Named Plaintiff service award for the Named Plaintiff of up to \$7,500, in addition to the cash payment that Marlene Steinberg 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.

**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 sixty (60) days from the date of the mailing of the settlement notice. You must also provide a copy of your objection to the Settlement Administrator (JND Legal Administration). 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.

Questions -- call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.com)  
Para una notificación en Español, llame o visite nuestro sitio web

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.

**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], 2023, at [REDACTED].m., before the Hon. Marilyn L. Huff, in the United States District Court for the Southern District of California, in San Diego, California.

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 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.creditreportsettlement.com](http://www.creditreportsettlement.com), after [REDACTED], 2023 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, then you will not receive payment and will release your claims against Credco, 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.creditreportsettlement.com](http://www.creditreportsettlement.com). The website also contains answers to

Questions -- call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.com)  
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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, CREDCO, OR CREDCO'S COUNSEL. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.**

Questions -- call toll-free 1-800-000-0000 or visit [www.creditreportsettlement.com](http://www.creditreportsettlement.com)  
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**EXHIBIT D**

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

MARLENE STEINBERG,  
Plaintiff,  
v.  
CORELOGIC CREDCO, LLC  
Defendant.

Case No. 3:22-CV-00498-H-AGS

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

1 The Settlement Agreement has been filed with the Court (Dkt. No. [REDACTED]) and the  
2 definitions and terms set forth in the Settlement Agreement are incorporated herein  
3 by reference.

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

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

9 All natural persons residing in the United States of America (including its  
10 territories and Puerto Rico) who were the subject: (1) of a consumer report resold by  
11 Defendant to a third party within the time period of January 1, 2021 and continuing  
12 through May 2, 2023, (2) where the consumer report contained a notation that the  
13 consumer was deceased, and (3) either one or two of the nationwide consumer  
14 reporting agencies (Experian, Trans Union and Equifax) provided information to  
15 Defendant that did not include a deceased notation.

16 The Settlement Class does not include counsel of record (and their respective  
17 law firms) for any of the Parties, employees of Defendants, and employees of the  
18 Federal judiciary.

19 2. The Settlement Agreement entered between the parties as of August  
20 [REDACTED], 2023 (Dkt. No. [REDACTED]), appears, upon preliminary review, to be fair, reasonable, and  
21 adequate to the Settlement Class. Accordingly, for settlement purposes only, the  
22 proposed settlement is preliminarily approved, pending a Final Approval Hearing, as  
23 provided for herein.

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

26 (a) The Settlement Class consists of approximately [REDACTED] Class  
27 Members;

28 (b) The claims of the Named Plaintiff are typical of those of the other

1 members of the Settlement Class;

2 (c) There are questions of fact and law that are common to all  
3 members of the Settlement Class; and

4 (d) The Named Plaintiff will fairly and adequately protect the  
5 interests of the Settlement Class and has retained Class Counsel  
6 experienced in consumer class action litigation who have and will  
7 continue to adequately represent the Settlement Class.

8 4. For settlement purposes only, the Court finds that this action is  
9 preliminarily maintainable as a class action under Fed. R. Civ. P. 23(b)(3) because:

10 (1) a class action is a fair and efficient adjudication of this controversy; and  
11 (2) questions of fact and law common to the members of the Settlement Class  
12 predominate over any questions affecting only individual members.

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

21 6. The Court appoints Marlene Steinberg as the class representative. The  
22 Court also appoints Kristi Kelly, Andrew Guzzo and Casey Nash with Kelly Guzzo,  
23 PLC, and Eleanor Michelle Drake, Joseph C. Hashmall, and Sophia Marie Rios with  
24 Berger Montague, P.C., as counsel for the Settlement Class (“Class Counsel”).

25 7. The Court appoints JND Legal Administration as the Settlement  
26 Administrator.

27 8. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ.  
28 P. 23(e) on \_\_\_\_\_, 2023 (*at least 150 days after entry of Preliminary*

1 *Approval Order*) at the United States District Court, Southern District of California,  
2 at 333 West Broadway, San Diego, CA 92101, at \_\_\_\_\_m. for the following  
3 purposes:

- 4 (a) To determine whether the proposed settlement is fair, reasonable,  
5 and adequate and should be granted final approval by the Court;  
6 (b) To determine whether a final judgment should be entered  
7 dismissing the claims of the Settlement Class with prejudice, as  
8 required by the Settlement Agreement;  
9 (c) To consider the application of Class Counsel for an award of  
10 attorney's fees, costs, and expenses, and for a service award to the  
11 class representative; and  
12 (d) To rule upon other such matters as the Court may deem  
13 appropriate.

14 9. As is provided in Section 4.2.2 of the Settlement Agreement, Class  
15 Counsel and Defendant shall provide a Class List of the Settlement Class Members to  
16 the Settlement Administrator, who shall send the agreed upon Notices to the  
17 Settlement Class Members in accordance with the Settlement Class Notice Plan set  
18 forth in the Settlement Agreement. The Court also approves the parties' Notices,  
19 which are attached to the Settlement Agreement as **Exhibits B & C**. To the extent  
20 the parties or Settlement Administrator determine that ministerial changes to the  
21 Notices are necessary before disseminating either to the Settlement Class Members,  
22 they may make such changes without further application to the Court.

23 Not later than fifteen (15) days before the Final Approval Hearing, the  
24 Settlement Administrator will cause a declaration to be filed with the Court that the  
25 Notice described above was given as required herein.

26 10. The Court finds this manner of giving notice fully satisfies the  
27 requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice  
28 practicable under the circumstances, including its use of individual notice to all

1 members who can be identified through reasonable effort, and shall constitute due and  
2 sufficient notice to all persons entitled thereto.

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

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

19 13. Any Settlement Class Member who wishes to be heard orally at the  
20 Final Approval Hearing, and/or who wishes for any objection to be considered, must  
21 file a written notice of objection to be filed with the Court no than sixty (60) days  
22 from the date of the mailing of the Notice. The notice of objection shall be sent by  
23 First Class United States Mail to the Settlement Administrator and the Clerk of the  
24 Court.

25 The objection must include the following: (1) the Settlement Class Member's  
26 full name, address and current telephone number; (2) if the individual is represented  
27 by counsel, the name and telephone number of counsel, if counsel intends to submit  
28 a request for fees, and all factual and legal support for that request; (3) all objections

1 and the basis for any such objections stated with specificity, including a statement as  
2 to whether the objection applies only to the objector, to a specific subset of the class,  
3 or to the entire class; (4) the identity of any witnesses the objector may call to testify;  
4 (5) a listing of all exhibits the objector intends to introduce into evidence at the Final  
5 Approval Hearing as well as true and correct copies of such exhibits; and, (6) a  
6 statement of whether the objector intends to appear at the Final Approval Hearing,  
7 either with or without counsel. Any Settlement Class Member who fails to timely  
8 file and serve a written objection pursuant to the terms of this paragraph shall not be  
9 permitted to object to the approval of the settlement or the Settlement Agreement and  
10 shall be foreclosed from seeking any review of the settlement or the terms of the  
11 Settlement Agreement by appeal or other means.

12 14. All briefs, memoranda, petitions and affidavits to be filed in support of  
13 an individual award to the Class Representative and in support in support of Class  
14 Counsel's application for fees, costs and expenses, shall be filed No later than fourteen  
15 (14) days prior to the Opt Out & Objections Deadlines.

16 15. Any other briefs, memoranda, petitions, or affidavits that Class Counsel  
17 intends to file in support of final approval shall be filed not later than twenty-eight  
18 (28) days before the Final Approval Hearing in accordance with Local Rule.

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

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

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

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HON. MARILYN L. HUFF  
DISTRICT JUDGE

**EXHIBIT E**

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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

MARLENE STEINBERG,  
Plaintiff,  
v.  
CORELOGIC CREDCO, LLC  
Defendant.

Case No. 3:22-CV-00498-H-AGS  
**FINAL APPROVAL ORDER**

1 This matter, having come before the Court on Plaintiff’s Motion for Final  
2 Approval of the proposed class action settlement with Defendant, CoreLogic Credco,  
3 LLC (“Defendant”); the Court having considered all papers filed and arguments made  
4 with respect to the proposed settlement of the claim asserted under the Fair Credit  
5 Reporting Act (“FCRA”) by a proposed class of consumers (the “Settlement Class”),  
6 and the Court, being fully advised, finds that:

7 1. On [REDACTED], the Court held a Final Approval Hearing, at which  
8 time the parties were afforded the opportunity to be heard in support of or in  
9 opposition to the settlement. The Court received [REDACTED] objections regarding the  
10 settlement.

11 2. Notice to the Settlement Class required by Rule 23(e) of the Federal  
12 Rules of Civil Procedure has been provided in accordance with the Court’s  
13 Preliminary Approval Order. Such Notice has been given in an adequate and  
14 sufficient manner; constitutes the best notice practicable under the circumstances,  
15 including the dissemination of individual notice to all members who can be identified  
16 through reasonable effort; and satisfies Rule 23(e) and due process.

17 3. Defendant has timely filed notification of this settlement with the  
18 appropriate officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28  
19 U.S.C. § 1715.

20 4. The terms of the Settlement Agreement are incorporated fully into this  
21 Order by reference, including the terms of injunctive relief agreed to in Section 4.3.2  
22 of the Settlement Agreement.

23 5. The Court finds that the terms of Settlement Agreement are fair,  
24 reasonable, and adequate in light of the complexity, expense and duration of litigation  
25 and the risks involved in establishing liability, damages, and in maintaining the class  
26 action through trial and appeal.

27 6. The Court has considered the factors enumerated in Rule 23(e)(2) and  
28 finds they counsel in favor of final approval.

1           7. The Court finds that the relief provided under the settlement constitutes  
2 fair value given in exchange for the release of claims.

3           8. The parties and each Settlement Class Member have irrevocably  
4 submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute  
5 arising out of the Settlement Agreement.

6           9. The Court finds that it is in the best interests of the parties and the  
7 Settlement Class and consistent with principles of judicial economy that any dispute  
8 between any Settlement Class Member (including any dispute as to whether any  
9 person is a Settlement Class Member) and any Released Party which, in any way,  
10 relates to the applicability or scope of the Settlement Agreement or the Final Judgment  
11 and Order should be presented exclusively to this Court for resolution by this Court.

12           IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

13           10. This action is a class action against CoreLogic Credco, LLC, on behalf  
14 of a class of consumers that has been defined as follows:

15           All natural persons residing in the United States of America (including  
16 its territories and Puerto Rico) who were the subject: (1) of a consumer  
17 report resold by Defendant to a third party within the time period of  
18 January 1, 2021 and continuing through May 2, 2023, (2) where the  
19 consumer report contained a notation that the consumer was deceased,  
20 and (3) either one or two of the nationwide consumer reporting  
21 agencies (Experian, Trans Union and Equifax) provided information  
22 to Defendant that did not include a deceased notation.

23           The Settlement Class does not include counsel of record (and their  
24 respective law firms) for any of the Parties, employees of Defendants,  
25 and employees of the Federal judiciary.

26           11. The Settlement Agreement submitted by the parties for the Settlement  
27 Class is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil  
28 Procedure as fair, reasonable, and adequate and in the best interests of the Settlement  
Class. The Settlement Agreement, including the monetary and injunctive relief set  
forth therein, shall be deemed incorporated herein and shall be consummated in  
accordance with the terms and provisions thereof, except as amended or clarified by  
any subsequent order issued by this Court.

1           12. As agreed by the parties in the Settlement Agreement, upon the  
2 Effective Date, the Released Parties shall be released and discharged in accordance  
3 with the Settlement Agreement.

4           13. As agreed by the parties in the Settlement Agreement, upon the  
5 Effective Date, each Settlement Class Member is enjoined and permanently barred  
6 from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit  
7 that asserts Released Claims.

8           14. Upon consideration of Class Counsel’s application for fees and costs  
9 and other expenses, the Court awards \$                      as reasonable attorneys’  
10 fees and reimbursement for reasonable out-of-pocket expenses, which shall be paid  
11 from the Settlement Fund.

12           15. Upon consideration of the application for approval of a service award,  
13 the Named Plaintiff, Marlene Steinberg, is awarded the sum of \$                     , to be paid  
14 from the Settlement Fund, for the service she has performed for and on behalf of the  
15 Settlement Class.

16           16. The Court overrules any objections to the settlement. After carefully  
17 considering each objection, the Court concludes that none of the objections create  
18 questions as to whether the settlement is fair, reasonable, and adequate.

19           17. Neither this Final Judgment and Order, nor the Settlement Agreement,  
20 shall be construed or used as an admission or concession by or against the Defendant  
21 or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the  
22 validity of any of the Released Claims. This Final Judgment and Order is not a finding  
23 of the validity or invalidity of any claims in this lawsuit or a determination of any  
24 wrongdoing by the Defendant or any of the Released Parties. The final approval of  
25 the Settlement Agreement does not constitute any opinion, position, or determination  
26 of this Court, one way or the other, as to the merits of the claims and defenses of  
27 Plaintiff, the Settlement Class Members, or the Defendant.

28           18. Without affecting the finality of this judgment, the Court hereby

1 reserves and retains jurisdiction over this settlement, including the administration and  
2 consummation of the settlement. In addition, without affecting the finality of this  
3 judgment, the Court retains exclusive jurisdiction over Defendant and each member  
4 of the Settlement Class for any suit, action, proceeding or dispute arising out of or  
5 relating to this Order, the Settlement Agreement or the applicability of the Settlement  
6 Agreement. Without limiting the generality of the foregoing, any dispute concerning  
7 the Settlement Agreement, including, but not limited to, any suit, action, arbitration  
8 or other proceeding by a Settlement Class Member in which the provisions of the  
9 Settlement Agreement are asserted as a defense in whole or in part to any claim or  
10 cause of action or otherwise raised as an objection, shall constitute a suit, action or  
11 proceeding arising out of or relating to this Order. Solely for purposes of such suit,  
12 action or proceeding, to the fullest extent possible under applicable law, the parties  
13 hereto and all Settlement Class Members are hereby deemed to have irrevocably  
14 waived and agreed not to assert, by way of motion, as a defense or otherwise, any  
15 claim or objection that they are not subject to the jurisdiction of this Court, or that this  
16 Court is, in any way, an improper venue or an inconvenient forum.

17 19. This action is hereby dismissed on the merits, in its entirety, with  
18 prejudice and without costs.

19 20. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil  
20 Procedure, that there is no just reason for delay, and directs the Clerk to enter final  
21 judgment.

22 21. The persons listed on **Exhibit 1** hereto have validly excluded themselves  
23 from the Settlement Class in accordance with the provisions of the Settlement  
24 Agreement and Preliminary Approval Order and are thus excluded from the terms of  
25 this Order. Further, because the settlement is being reached as a compromise to  
26 resolve this litigation, including before a final determination of the merits of any issue  
27 in this case, none of the individuals reflected on **Exhibit 1** may invoke the doctrines  
28 of *res judicata*, collateral estoppel, or any state law equivalents to those doctrines in

1 connection with any further litigation against Defendant in connection with the claims  
2 settled by the Settlement Class.

3 **IT IS SO ORDERED.**

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5 Dated: \_\_\_\_\_

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6 HON. MARILYN L. HUFF  
7 DISTRICT JUDGE  
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## **EXHIBIT F**



**Class Action Settlement Notice**  
*Authorized by the U.S. District Court for the Southern District of California*

**This website explains the Settlement, the Settlement Class, and your legal rights and options.**

**Please read its contents carefully.**

**You are not being sued.**

**Does this Settlement Affect Me?**

If you received a notice by mail or email about this Settlement, you have been identified as a member of a class in a purported class action lawsuit.

Specifically, CoreLogic Credco, LLC's records indicate that: (1) it resold a consumer report about you to a third party between January 1, 2021 and May 2, 2023; (2) in that report, there was a notation that you were deceased; and (3) one or two of either Equifax, Experian, or Trans Union did not provide any notation indicating you were deceased. As a class member, you may be eligible to receive a payment as part of this class action Settlement.

This notice describes your rights. Please review it carefully.

If you are not sure whether you are a member of the Settlement Class, you may contact the settlement administrator to ask. The Settlement Administrator may be reached at **CONTACT INFO**.

What is a class action lawsuit?

A class action is a lawsuit in which one or more people sue on behalf of a larger group, called the Class.

**Your Legal Rights & Options:**

<b>STAY IN THE CLASS</b>	<p>If you do nothing, then you will be bound by the Court’s decisions regarding the Settlement. You will not be able to pursue any potential claims against the Defendant that have been released as part of the Settlement. Review the full release is available on this website as part of the Settlement Agreement.</p>		
	<b>Automatic Payment Group</b>	<b>Claim Form Group</b>	
	<p>If you are in the Automatic Payment group, then you do not need to do anything to receive a payment. If the Settlement is approved, then you will be sent a check.</p>	<p>If you are in the Claim Form group and are eligible to receive payment, then you must complete and return a Claim Form by <b>[date]</b> if you want to be eligible for a payment.</p>	<p>Your mailed or emailed notice will tell you which group you are in.</p> <p>If you are still unsure of which group to whom you belong, please consult the notice you received or contact the Settlement Administrator. The settlement administrator may be reached at <b>CONTACT INFO</b>.</p>
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b>	<p>You can opt-out of the Settlement if you want to maintain any legal rights you may have against Defendant. If you opt-out, you will not be eligible to receive a settlement payment.</p> <p>To opt-out from the Settlement, you must send a written request addressed to the Settlement Administrator and state that you wish to be excluded from the Settlement and include the information discussed in more detail in this Notice. The opt-out deadline is <b>[date]</b>.</p>		
<b>OBJECT TO THE SETTLEMENT</b>	<p>You have the right to write to the Court to object to the Settlement if you believe it is unfair. You would remain a part of the Class and be bound by the Court’s decisions regarding the Settlement. The objection deadline is <b>[date]</b>.</p>		

Read on to understand the specifics of the Settlement and what each choice would mean for you. The Court still must decide whether to grant final approval of the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are fully resolved.

**What are the most important dates?**

The Court has scheduled a final approval hearing for **DATE**. Your deadline to opt-out of the Settlement, or object to the Settlement, is **[date]**. If you are part of the Claim Form group and

eligible to receive payment, then you must complete and return a Claim Form by **Date**.

## **Learning About the Lawsuit & Settlement**

### **What is This Lawsuit About?**

Plaintiff Marlene Steinberg (“Plaintiff”) filed a class action lawsuit against CoreLogic Credco, LLC (“Defendant”) alleging the Defendant violated the Fair Credit Reporting Act (“FCRA”) by including a deceased notation on her consumer report when she was in fact alive.

Defendant denies it violated the FCRA.

The Court has not made any determination whether Defendant violated the FCRA. Nor has the Court made any determination that this lawsuit should proceed as a class action, as opposed to an individual claim brought by Plaintiff. This Notice should not be interpreted as an expression of the Court’s opinion on the merits of the lawsuit. If the Parties had not reached a settlement, Defendant would have vigorously defended the lawsuit and moved for judgment in its favor, and it also would have opposed any attempt to have this case certified as a class action.

The Settlement Class is defined to include: all persons residing in the United States of America (including its territories and Puerto Rico) who were the subject: (1) of a consumer report resold by Defendant to a third party within the time period of January 1, 2021 and continuing through May 2, 2023, (2) where the consumer report contained a notation that the consumer was deceased, and (3) either one or two of the nationwide consumer reporting agencies (Experian, Trans Union and Equifax) provided information to Defendant that did not include a deceased notation.

### **What Can I Get Out of The Settlement?**

If Settlement is finally approved, a \$5,695,000 Settlement Fund will be used to make cash payments to the Settlement Class Members, pay the attorneys’ fees requested by Class Counsel, to pay a service award to the Plaintiff/Class Representative, and to pay for the costs of notice and administration of the Settlement Class.

If the Settlement is approved in full, each Automatic Payment Class Member and Claim Form group Class Members who returns a timely and valid Claim Form will receive a settlement payment.

Depending on the final number of participating Class Members and after deduction of the requested amounts to be approved by the Court to be paid from the Settlement Fund for fees, costs, and a service award, it is estimated that each Class Member will receive approximately **\$xxx**.

### **Who Are The Attorneys Representing The Class And How Will They be Paid?**

The Court has approved lawyers to represent the Settlement Class (“Class Counsel”). The attorneys who have been appointed by the Court to represent the Settlement Class are:

E. Michelle Drake  
Joseph C. Hashmall  
Berger Montague PC  
1229 Tyler Street NE, Suite 205  
Minneapolis, MN 55413  
612-594-5999

Kristi C. Kelly  
Andrew Guzzo  
Casey Nash  
Kelly Guzzo PLC  
3925 Chain Bridge Rd, Suite 202  
Fairfax VA 22030  
703-424-7570

Subject to Court approval, Class Counsel will seek attorneys' fees in the amount of 25% of the Settlement Fund (\$1,423,750) and reimbursement of their out-of-pocket expenses.

Class Counsel may also seek a service award in an amount not to exceed \$ [REDACTED] to be paid to Plaintiff/Class Representative for her services in representing the Settlement Class.

The attorneys' fees, costs, service award, and settlement administration expenses will be paid from the Settlement Fund, if approved by the Court.

## **Deciding What You Want to Do**

### **What are my options?**

You have three options. You can (1) remain in the Class, or (2) exclude yourself (i.e., "opt out") from the Settlement, or (3) remain in the class and object to the Settlement.

Your options and rights are explained in the following sections, along with the steps you must take if you wish to opt-out or object.

### **Remaining in the Class**

#### **What Are The Consequences of Remaining in the Settlement Class?**

You do not have to take any action to remain in the Settlement Class.

If you remain in the Class, you will not be able to pursue claims against Defendant that are covered by the Settlement's release. All the Court's decisions regarding the Settlement will apply to you and you will be bound by any judgment entered.

If you remain in the Settlement Class, and you are in the Automatic Payment group, then you will receive a monetary settlement payment if the Court grants final approval of the Settlement.

If you remain in the Settlement Class and you are in the Claim Form group, you must return a timely and valid Claim Form in order to receive a monetary settlement payment if the Court grants final approval of the Settlement.

### **Opting Out**

#### **What Happens if I Opt-Out of The Settlement Class?**

If you exclude yourself from the Settlement Class, you will not receive any money from the

Settlement. You will not be bound by any of the Court’s orders regarding the Settlement Class, or any judgment or release entered regarding the Settlement Class. You will retain any legal rights you may have against Defendant.

You will be responsible for the fees and costs of any future services provided by your own lawyer.

### **How do I Opt-Out?**

If you wish to be excluded or “opt out” of the Settlement Class, then you must mail a written request for exclusion addressed to the Settlement Administrator at [address]. Your request for exclusion must be in writing, signed by you, and postmarked on or before [date]. The request must state: “I do not want to be part of the Class in *Steinberg v. CoreLogic Credco*.”

The request for opt-out/exclusion must also be dated and include your name, address, telephone number. The address you use on your exclusion request should be the address to which this notice was mailed. If you have a new address, please also inform the Administrator of the new address so they can update the appropriate records. If you exclude yourself, you are not eligible to receive a payment.

### **Objecting to the Settlement**

#### **What Happens if I Object to The Settlement?**

If you object according to the steps below, the Court will consider your objection. If it overrules your objection, you will be bound by the Court’s decision, and you will remain a part of the Settlement Class.

#### **How Do I Object to The Settlement?**

You may object to all or part of the Settlement if you think it is not fair, reasonable and/or adequate for any reason.

To object, you must submit to the Settlement Administrator at [address], a written explanation of the reasons you think that the Court should not approve the Settlement. Be sure to sign the letter and include your name, address, and the basis of your objection including any documentation, and include a notation that it is for “*Steinberg v. CoreLogic Credco*.” The deadline to postmark an objection to the Settlement Administrator is [date]. If you are represented by counsel in your objection, you must include that attorney’s information with your objection.

### **Additional Information**

#### **How Do I Know if I am Required to Make a Claim?**

Money from the Settlement Fund will be paid to some Class Members automatically, while other Class Members are required to make a Claim in order to receive a payment. Your mailed or emailed notice will tell you whether you are required to make a claim. If you are unsure whether you have to make a claim, you may contact the Settlement Administrator to find out which group you are in. The settlement administrator may be reached at **CONTACT INFO**.

If you are part of the Claim Form group and eligible to receive payment, then you must complete and return a Claim Form by **Date**.

Precise details about which Class Members are required to make Claims is included in the full Settlement Agreement, which is available on this website.

**When And Where Will The Court Decide Whether to Approve The Settlement?**

The Court will hold a Final Fairness Hearing on [REDACTED], at [REDACTED].m. at 333 West Broadway, San Diego, CA 92101. At the Final Fairness Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also hear objections to the Settlement, if any. We do not know how long the Court will take to make its decision after the Final Fairness Hearing. In addition, the Final Fairness Hearing may be continued at any time by the Court without further notice to you.

You do not have to appear at the Final Fairness Hearing. If you are filing an objection, your objection should include a statement of whether or not you intend to appear at the Hearing, and if you intend to appear with counsel (see Section “How Do I Object to The Settlement” above).

**Where Can I Get Additional Information?**

Review the additional documents available on this Website, including the Complaint, and the full Settlement Agreement. You may also contact the Settlement Administrator at **CONTACT INFO**.