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24
25 **UNITED STATES DISTRICT COURT**
26 **SOUTHERN DISTRICT OF CALIFORNIA**

27 MARLENE STEINBERG,
28
Plaintiff,

vs.

CORELOGIC CREDCO, LLC,

Defendant.

CASE NO. 3:22-cv-00498-H-SBC

**PLAINTIFF’S UNOPPOSED
MOTION & MEMORANDUM IN
SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: February 26, 2024
Time: 10:30 a.m.
Courtroom: 12A
Judge: Marilyn L. Huff

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MOTION

Plaintiff Marlene Steinberg (“Plaintiff”), individually and on behalf of the proposed Settlement Class, respectfully moves the Court for final approval of a proposed settlement with Defendant CoreLogic Credco, LLC (“Defendant”). Plaintiff requests the Court grant final approval to the settlement and order distribution of the settlement fund in accordance with the Settlement Agreement. Defendant does not oppose the relief sought in this Motion.

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1 **MEMORANDUM**

2 On October 2, 2023, the Court granted preliminary approval of the proposed
3 settlement of this action. (ECF No. 49.) The settlement provides meaningful
4 monetary relief for the Settlement Class, and noteworthy injunctive relief focused
5 on the conduct that led to the claims in this case. This settlement will result in an
6 impressive \$5.695 million common fund recovery for the Class, which, given the
7 current claims rate, means that over 27% of the Class will receive payments. The
8 settlement also includes injunctive relief. The settlement exceeds the legal standard
9 set by Rule 23 for approval.

10 Accordingly, Plaintiff Marlene Steinberg (“Plaintiff”), individually and on
11 behalf of the Settlement Class, respectfully requests the Court enter an order
12 granting final approval of the settlement with Defendant CoreLogic Credco, LLC
13 (“Defendant”), which fully resolves this class action brought under the Fair Credit
14 Reporting Act (“FCRA”).

15 **I. RELEVANT BACKGROUND**

16 **A. Summary of Claims and Litigation History**

17 The substance and history of this action is recounted in detail in Plaintiff’s
18 preliminary approval motion and is summarized here. (*See* ECF No. 46.)

19 On February 24, 2022, Plaintiff filed her initial class action complaint in San
20 Diego County Superior Court against Defendant, alleging that Defendant had
21 negligently and willfully violated the FCRA, 15 U.S.C. § 1681e(b). (ECF No. 1-
22 2.) Specifically, Plaintiff alleged that Defendant resold inaccurate information from
23 one or more of the nationwide consumer reporting agencies (Equifax, Experian, or
24 TransUnion) where the consumer report contained a notation that the consumer was
25 deceased and where either one or two of the nationwide consumer reporting
26 agencies also provided information to Defendant that did not include a deceased
27
28

1 notation. (*Id.*) On April 12, 2022, Defendant removed to this Court (ECF No. 1)
2 and answered the complaint on May 23, 2022 (ECF No. 8).

3 The parties participated in an Early Neutral Evaluation with Judge Schopler
4 on August 25, 2022 (ECF No. 24). While the case did not settle at that time, it
5 prompted ongoing discussions between the parties regarding settlement potential,
6 as well as conversations about additional discovery that would be required to fully
7 inform the parties' positions. The parties continued discovery efforts over the
8 coming months, exchanging written requests and responses and productions of
9 documents. The parties also conducted multiple meet and confers regarding
10 document and data production, both telephonically and through written
11 correspondence. By the end of the settlement process, Defendant had produced
12 over 5,000 pages of documents as well as data regarding tens of thousands of
13 consumer reports, which Class Counsel devoted significant time to reviewing and
14 understanding, both for purposes of understanding the strengths and weaknesses of
15 Plaintiff's claims, but also for the purpose of identifying what ultimately became
16 the Settlement Class.

17 In January 2023, the parties attended a full day mediation with third party
18 neutral Rodney Max, exchanging detailed mediation statements beforehand. While
19 a settlement was not reached in full at the mediation, the parties made significant
20 progress and continued to engage in arms' length negotiations through counsel
21 during February and March 2023, resulting in a terms sheet. Defendant also worked
22 diligently to compile supplemental data identifying class members and categorizing
23 them in the way required by the Settlement Agreement. Class Counsel additionally
24 methodically reviewed the confirmatory discovery and data produced to better
25 evaluate the Class's settlement position. Ultimately, the parties were able to
26 formalize their resolution in the Settlement Agreement, which was granted
27 preliminary approval on October 2, 2023.

28

1 **B. Key Settlement Terms**

2 The settlement resolves, on a classwide basis, Plaintiff’s claim that
3 Defendant failed to maintain reasonable procedures to ensure maximum possible
4 accuracy related to its reporting that consumers were deceased when they were
5 alive. The Settlement Class is defined as:

6 all persons residing in the United States of America (including its
7 territories and Puerto Rico) who were the subject: (1) of a consumer
8 report resold by Defendant to a third party within the time period of
9 January 1, 2021 and continuing through May 2, 2023, (2) where the
10 consumer report contained a notation that the consumer was deceased,
11 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.

12 (Settlement Agreement (“SA”) ¶ 2.22.)

13 The parties identified approximately 26,833 Settlement Class Members.
14 Should the Court grant final approval, Defendant will pay \$5,695,000 as a common
15 fund for the Settlement Class. (*Id.* ¶ 4.3.1.) Settlement Class Members will each
16 receive *pro rata* payments from the fund. (*Id.* ¶ 4.3.1.1.) Approximately 4,622
17 Settlement Class Members will receive those payments automatically, without
18 being required to file a claim form. (*Id.* ¶ 4.3.1.2.) Those Settlement Class
19 Members meet the following conditions: (1) the Settlement Class Member was the
20 subject of a consumer report resold by Defendant to a third party during the
21 Settlement Class Period that included information from at least one nationwide
22 consumer reporting agency (but not all of the reporting nationwide consumer
23 reporting agencies) where the score segment of the report indicated that the
24 consumer was deceased; and (2) that nationwide consumer reporting agency’s
25 report does not contain a deceased notation within a tradeline.

26 The remaining Settlement Class Members, all of whom have at least one
27 report with a tradeline stating they are deceased, but who also have reports from at
28 least one other bureau that contains no such tradelines, are required to submit a

1 simple Claim Form attesting that they are alive (*id.* ¶ 4.3.1.3). Class Members who
2 are entitled to an automatic payment and Class Members who make claims will all
3 receive equal payments from the fund. (*Id.* ¶ 5.3.1.) The precise amount of money
4 each Class Member will receive will depend on the total number of claims filed.
5 Counsel will file a notice with the Court prior to the final approval hearing stating
6 the number of claims filed and the amount of the payment each Class Member will
7 receive.

8 If settlement checks are not cashed, remaining funds will be donated to the
9 Homeownership Preservation Foundation and Habitat for Humanity. These non-
10 profit organizations are focused on assisting consumers to obtain sustainable
11 housing. The services they provide include financial education, foreclosure
12 prevention assistance, and housing counseling. These organizations' missions are
13 aligned with Class Members' interests because many Class Members were seeking
14 housing, which is why Defendant sold a consumer report about them in the first
15 instance. Defendant is a nationwide leading provider of housing-related credit
16 reports (associated with mortgage applications, rental applications, refinancing
17 applications, and more). Thus, many Class Members were seeking housing and,
18 based on Defendant's reporting, may have had a need for housing-related consumer
19 assistance to navigate Defendant's reporting.. *See Nachshin v. AOL, LLC*, 663 F.3d
20 1034, 1039 (9th Cir. 2011) (“[C]y pres distribution must be guided by (1) the
21 objectives of the underlying statute(s) and (2) the interests of the silent class
22 members.”). No portion of the settlement fund will revert to Defendant in any
23 circumstance.

24 Defendant has also agreed to injunctive relief in the settlement directed at the
25 claims alleged by Plaintiff. Specifically, Defendant has agreed to improve its
26 reporting practices to more clearly identify the parameters of the data it is reporting
27 and to provide further instructions for how consumers can address inaccurate or
28 incomplete information.

1 In exchange for the settlement’s benefits, Settlement Class Members will
2 release only claims that were or could have been raised in this litigation, namely
3 claims relating to the inclusion of any notations or indicators that the consumer was
4 deceased in reports published by Defendant. (SA ¶ 4.4.1.)

5 C. Class Notice and Reaction

6 On November 6, 2023, JND Legal Administration mailed and emailed
7 Notice to the Settlement Class Members in accordance with the procedures outlined
8 in the Settlement Agreement. (Declaration of Ryan Bahry (“Bahry Decl.”) ¶ 11.)
9 On November 1, 2023, JND also activated the Settlement Website and a toll-free
10 telephone line for Class Members with questions. (*Id.* ¶¶ 16, 18.) Further, on
11 December 6, 2023, JND sent a reminder notice to those who were in the Claim
12 Form group and had not yet returned a Claim Form. (*Id.* ¶¶ 14, 15.) Additionally,
13 throughout the Notice Period, JND sent Notices to those Settlement Class Members
14 whose had returned undeliverable with forwarding addresses or where alternative
15 addresses were found by JND using its industry-standard databases. (*Id.* ¶ 12.)

16 As of December 12, 2023, there have been zero opt outs, and zero objections.
17 (*Id.* ¶¶ 21, 23.) 2,275 Claim Forms have been received. (*Id.* ¶ 25.) Twenty-one
18 days remain in the Claims Period. (*Id.* ¶ 24.) Given that reminder notice was mailed
19 on December 6, Class Counsel expects additional claims to be filed. At current
20 claims rates, approximately 27% of the Class will receive a payment from the
21 settlement fund.

22 The Settlement Administrator has also ensured compliance with the notice
23 requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b),
24 providing notice of the proposed settlement to the appropriate officials. (*Id.* ¶ 4.)

25 Concurrently with this Motion, Plaintiff and Class Counsel are also filing the
26 Motion for Attorneys’ Fees, Costs, and Class Representative Service Award, which
27 JND will post to the Settlement Website, within twenty-four hours of filing, for
28 Class Members to access and review.

1 **II. ARGUMENT**

2 There is a “strong judicial policy that favors settlements, particularly where
3 complex class action litigation is concerned.” *In re Syncor ERISA Litig.*, 516 F.3d
4 1095, 1101 (9th Cir. 2008). Courts may approve proposed class action settlements
5 if they are found to be “fair, adequate, and reasonable.” *Class Plaintiffs v. City of*
6 *Seattle*, 955 F.2d 1268, 1292 (9th Cir. 1991). The court begins its analysis with an
7 “initial presumption of fairness when a proposed class settlement, which was
8 negotiated at arm’s length by counsel for the class, is presented for court approval.”
9 Newberg on Class Actions § 11:41 (4th ed. 2006); *accord, Dickerson v. Cable*
10 *Commc’ns, Inc.*, No. 12-cv-12, 2013 WL 6178460, at *2 (D. Or. Nov. 25, 2013)
11 (“Courts within the Ninth Circuit ‘put a good deal of stock in the product of an
12 arms[]length, non-collusive, negotiated resolution.’”) (quoting *Rodriguez v. West*
13 *Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009)).

14
15 Before approving a class action settlement, the Court must determine
16 whether the proposed settlement is fair, reasonable, and adequate. Fed.
17 R. Civ. P. 23(e)(2). In reaching this determination, the Court must
18 consider a number of factors, including: (1) the strength of the plaintiff’s
19 case; (2) the risk, expense, complexity, and likely duration of further
20 litigation; (3) the risk of maintaining class action status throughout the
21 trial; (4) the amount offered in settlement; (5) the extent of discovery
22 completed and the stage of the proceedings; (6) the experience and
23 views of counsel; (7) the presence of a governmental participant; and
24 (8) the reaction of the class members to the proposed settlement.
25 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575-76 (9th Cir.
26 2004).

27 *Gutierrez-Rodriguez v. R.M. Galicia, Inc.*, No. 16-CV-00182-H-BLM, 2018 WL
28 1470198, at *4 (S.D. Cal. Mar. 26, 2018) (Huff, J.). Proposed settlements “must
29 additionally meet the factors enumerated in Federal Rule of Civil Procedure
30 23(e)(2)(A)–(D).” *Kendall v. Odonate Therapeutics, Inc.*, No. 3:20-CV-01828-H-
31 LL, 2022 WL 1997530, at *4 (S.D. Cal. June 6, 2022) (Huff, J.). Those factors are:

- 1 (A) the class representatives and class counsel have adequately represented the class;
- 2 (B) the proposal was negotiated at arm's length;
- 3 (C) the relief provided for the class is adequate, taking into account:
 - 4 (i) the costs, risks, and delay of trial and appeal;
 - 5 (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - 6 (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - 7 (iv) any agreement required to be identified under Rule 23(e)(3); and
- 8 (D) the proposal treats class members equitably relative to each other.

9 Fed. R. Civ. P. 23.¹

10 For the reasons set forth below, all of the relevant factors weigh in favor of
11 granting final approval to the parties' settlement, and following the final hearing,
12 the Court should enter the Final Approval Order and approve the distribution of the
13 settlement fund.

14 **A. The Strength of Plaintiff's Case and the Litigation Risks Weigh in
15 Favor of Settlement**

16 While Plaintiff strongly believed in the merits of her case, there existed
17 substantial risks in litigation that could have resulted in no recovery for Plaintiff
18 and the Settlement Class. Plaintiff would have had to win a contested motion for
19 class certification, survive summary judgment motion practice, and ultimately,
20 prevail at trial. Each of these stages, of course, poses risk to Plaintiff's likelihood
21 of success.

22 In particular, Plaintiff faced risk on the issue of willfulness. Unlike many
23 consumer protection statutes, the FCRA is not a strict liability statute. Under the
24 FCRA, a plaintiff can recover only where the defendant has acted negligently or

25 ¹ Courts have noted that "factors were not designed to displace any factor
26 [developed under existing circuits' precedent], but rather to focus the court and the
27 lawyers on the core concerns of procedure and substance that should guide the
28 decision whether to approve the proposal." *Sanft v. Sims Grp. USA Corp.*, No. 19-
CV-08154-JST, 2023 WL 6851992, at *3 (N.D. Cal. Oct. 16, 2023) (quotation
omitted). This brief will therefore address the Ninth Circuit factors first, and then
briefly address the factors in the Rule, to the extent to which they were not already
covered.

1 willfully. Where the defendant’s violation was at most negligent, recovery is
2 limited to actual damages. *See* 15 U.S.C. §§ 1681n(a)(1); 1681o(a)(1). Therefore,
3 in order to obtain a certain monetary recovery for all member of the class, Plaintiff
4 would have had to prove not only that Defendant violated the FCRA, but that it did
5 so willfully. Throughout this litigation, Defendant has vigorously contested that it
6 willfully (or even negligently, for that matter) violated the FCRA. *See Guimond v.*
7 *Trans Union Credit Info. Co.*, 45 F.3d 1329, 1333 (9th Cir.1995) (“The
8 reasonableness of the procedures and whether the agency followed them will be
9 jury questions in the overwhelming majority of cases.”); *Cahlin v. Gen. Motors*
10 *Acceptance Corp.*, 936 F.2d 1151, 1156 (11th Cir.1991); *Lenox v. Equifax Info.*
11 *Servs. LLC*, 2007 WL 1406914, *6 (D. Or. May 7, 2007) (“the determination as to
12 whether defend’nt’s action or inaction rises to the level of willfulness so as to violate
13 the statutory ’bligations of the FCRA is also a question of fact”); *Centuouri v.*
14 *Experian Info. Solutions, Inc.*, 431 F. Supp. 2d 1002, 1007 (D. Ariz. 2006)
15 (declining to enter summary judgment on the issue of willfulness in a case involving
16 the reasonableness of consumer protection procedures).

17 Nor was willfulness here just the generic risk presented in most FCRA
18 litigation. In cases brought against consumer reporting agencies like Defendant,
19 who merge and resell information from other consumer reporting agencies
20 (“resellers,” in the statutory language), defendants often argue that there is no
21 willful violation in relying on data from other consumer reporting agencies, who,
22 they argue, must have been relying on their own reasonable procures before
23 reporting it. Plaintiff strongly disagrees with this argument, but recognizes that it,
24 in litigation, it posed major risk to recovery for the Class.

25 **B. The Relief Provided is Significant and Weighs Strongly in Favor of**
26 **Approval**

27 The settlement should be approved because it not only offers Settlement
28 Class Members monetary relief that is comparable or exceeds recoveries approved

1 in similar cases, it also provides meaningful non-monetary relief in the form of
2 practice changes that directly address the claims at issue.

3 Plaintiff sought statutory damages under the FCRA, which provides for
4 damages of between \$100 and \$1,000 for each willful violation. 15 U.S.C. §
5 1681n(a)(1). Due to the difficulties inherent in establishing that violations were
6 willful, it is common for FCRA class actions to settle for less than \$100 per class
7 member. *See, e.g., In re Toys R Us-Delaware, Inc.—Fair & Accurate Credit*
8 *Transactions Act (FACTA) Litig.*, 295 F.R.D. 438, 453-4 (C.D. Cal. 2014) (“A \$5
9 or \$30 award, therefore, represents 5% to 30% of the recovery that might have been
10 obtained. This is not a *de minimis* amount. Given the likelihood that plaintiffs would
11 have been unable to prove actual damages and the risk that they would have been
12 unable to prove willfulness and recover any damages at all, the court finds that the
13 amount of the settlement weighs in favor of approval.”). The estimated net recovery
14 here of approximately \$606 per eligible Class Member, which is over the mid-point
15 of the range of statutory recovery, strongly supports the fairness of the settlement.

16 The recovery that each Settlement Class Member is estimated to receive is
17 thus in line with, or higher, than other approved settlements challenging alleged
18 inaccurate reporting under the FCRA. *See, e.g., Pang v. Credit Plus*, No. 1:21-cv-
19 00122, ECF No. 61 (D. Md. 2021) (final approval of settlement regarding deceased
20 reporting where class members needed to file claim to recover; recovering class
21 members received roughly \$430); *Roe v. IntelliCorp Records, Inc.*, No. 12-2288,
22 ECF No. 139 (N.D. Ohio June 5, 2014) (final approval of settlement of alleged
23 inaccurate reporting, and other FCRA claims, providing for \$50-\$270 net per class
24 member); *Ryals v. HireRight Sols. Inc.*, No. 09-625, ECF No. 127 (E.D. Va. Dec.
25 22, 2011) (final approval of settlement involving §1681e(b) claims, providing \$15-
26 \$200 *gross* per class member recovery); *Ori v. Fifth Third Bank, Fiserv, Inc.*, No.
27 08-432, ECF No. 217 (E.D. Wis. Jan. 10, 2012) (final approval of settlement of
28 alleged inaccurate mortgage loan reporting, claims-made, each claimant receiving

1 approximately \$55); *Speers v. Pre-Employ.com, Inc.*, No. 13-1849, ECF No. 83 (D.
2 Or. Feb. 10, 2016) (final approval of settlement of failure to maintain strict
3 procedures when reporting adverse public record information, resulting in
4 approximately \$153 net per class member); *Villaflor v. Equifax Info. Servc. LLC*,
5 No. 09-329, ECF No. 177 (N.D. Cal. May 3, 2011) (final approval of settlement of
6 \$1681e(b) claims, providing credit monitoring for class members with a retail value
7 of \$155). Nor does any defect arise from the fact that some of the Settlement Class
8 are required to return a Claim Form in order to recover. *In re Volkswagen "Clean*
9 *Diesel" Mktg., Sales Practices, & Prod. Liab. Litig.*, 895 F.3d 597, 613 (9th Cir.
10 2018) (no defect with settlement that required some class members to “take
11 additional steps to claim their benefits under the settlement”). The Claim Form
12 contained a simple attestation that the Settlement Class Member was alive – this
13 was appropriate given that the group required to return the Form had at least one
14 tradeline that indicated they were deceased at the time of the report. The simple
15 Claim Form was thus essential to ensuring the given consumer was appropriately
16 included in the Settlement Class.

17 The settlement also includes important injunctive relief—practice changes
18 by Defendant to directly address Plaintiff’s claims about deceased indicator
19 reporting. This relief is noteworthy, as Defendant is “the nation’s number one
20 provider of merged and specialized credit reports” (www.credcoservices.com) and
21 thus it is likely Settlement Class Members will have their credit reports furnished
22 by Defendant again, and the practice changes will help to ensure accurate reporting.
23 This non-monetary benefit is even more significant given that it is not settled law
24 that the FCRA provides a private right to injunctive relief. *See, e.g., Howard v.*
25 *Blue Ridge Bank*, 371 F. Supp. 2d 1139, 1145 (N.D. Cal. 2005) (discussing split in
26 federal courts and ultimately striking request for injunctive relief in FCRA case).
27 In fact, the weight of the authority is that such relief is unavailable to FCRA
28 plaintiffs in litigation. *See Gauci v. Citi Mortg.*, No. 11-cv-01387, 2011 WL

1 3652589, at *3 (C.D. Cal. Aug. 19, 2011) (“District courts in the Ninth Circuit agree
2 that a private party may not obtain injunctive relief under the FCRA.”).
3 Accordingly, this benefit is noteworthy, and likely would not have been achievable
4 absent this settlement. The importance of the injunctive relief should be considered
5 as a “relevant circumstance” in analyzing the value of the settlement. *Staton v.*
6 *Boeing Co.*, 327 F.3d 938, 974 (9th Cir. 2003) (citing *Vizcaino v. Microsoft Corp.*,
7 290 F.3d 1043, 1049 (9th Cir. 2002)).

8 **C. The Stage of the Proceedings and Amount of Discovery Completed**
9 **Supports Approval**

10 This action had been vigorously investigated, litigated, and negotiated, at the
11 time of settlement. Prior to mediation, Plaintiff researched and drafted the
12 complaint, after vetting and investigating potential claims, and the parties
13 exchanged considerable formal and informal discovery, as well as detailed
14 submissions prior to mediating with an experienced third-party neutral. Only after
15 attending a full day mediation and several weeks of further discussions and
16 negotiations through counsel, and with additional assistance from the mediator, was
17 an agreement reached. Further, Counsel obtained and reviewed a significant
18 volume of documents and data to understand the practices at issue in this litigation,
19 the appropriate definition of the Class, and the strengths and weaknesses of the case,
20 both on the merits and at class certification. Consequently, the parties had a clear
21 understanding of the claims and defenses in this action and were able to
22 appropriately evaluate their positions prior to settlement. This further weighs in
23 favor of final approval. *See In re Immune Resp. Sec. Litig.*, 497 F. Supp. 2d 1166,
24 1174 (S.D. Cal. 2007) (where counsel had conducted “significant informal
25 discovery and investigation on the matters alleged,” this supported a finding that
26 the parties had a “clear view of the strengths and weaknesses,” and favored final
27 approval); *Murphy v. City of El Cajon*, No. 18-698, 2019 WL 3936143, *4 (S.D.
28 Cal. Aug. 19, 2019) (where the parties had litigated for a year, obtained and

1 reviewed documents, the court found this to weigh in favor of approval); *Yanez v.*
2 *HL Welding, Inc.*, 2021 WL 3054986, *7 (S.D. Cal. July 20, 2021) (“The use of an
3 experienced private mediator and presence of discovery supports the conclusion
4 that Plaintiffs were armed with sufficient information about the case to broker a fair
5 settlement”) (internal quotations omitted).

6 **D. The Experience and Views of Counsel Support the Settlement**

7 The views of experienced counsel are entitled to considerable weight when
8 deciding to approve a settlement. *See Blount v. Host Healthcare, Inc.*, No. 21-310,
9 2022 WL 1094616, *3 (S.D. Cal. April 12, 2022) (“Great weight is accorded to the
10 recommendation of counsel,” because “parties represented by competent counsel
11 are better positioned than the courts to produce a settlement that fairly reflects each
12 party’s expected outcome in the litigation”) (citing cases in support, internal
13 quotations omitted). Class Counsel here are experienced and skilled in consumer
14 class actions, and FCRA actions in particular. (ECF Nos. 46-1, 46-5.) Class
15 Counsel’s expertise brought this litigation to the resolution presented here, and their
16 sound support of the settlement weighs in its favor. *See In re Immune Resp. Sec.*
17 *Litig.*, 497 F. Supp. 2d at 1174 (the parties’ “negotiation and adoption of the
18 settlement terms, based on their familiarity with the law in this practice area and
19 the strengths and weaknesses of their respective positions, suggests the
20 reasonableness of the settlement. This factor clearly favors settlement.”); *see also*
21 *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995).

22 **E. The Reaction of the Class to Date has been Positive**

23 Finally, the Settlement Class has reacted well to the settlement so far, with
24 three weeks still remaining in the Notice Period. “It is established that the absence
25 of a large number of objections to a proposed class action settlement raises a strong
26 presumption that the terms of a proposed class settlement action are favorable to
27 the class members.” *Nat’l Rural Telecomms. Coop v. DIRECTV, Inc.*, 221 F.R.D.
28 523, 529 (C.D. Cal. 2004). To date, there have been no objections and no opt-outs

1 received from the 26,833 Class Members.

2 Further, 2,275 Claim Forms have been submitted as of December 12, 2023,
3 for a claims rate of 10%. This, plus the individuals receiving payments
4 automatically, means that over 27% of the Class is expected to receive monetary
5 relief from this settlement. As noted above, the use of a claim form was appropriate
6 here as the group of Class Members required to return the form had at least one
7 tradeline reported that indicated they were deceased, and the form required a simple
8 attestation that they were alive. The current claims rate, with still three weeks
9 remaining in the Claims Period, is in line with those in other approved settlements
10 in this Circuit and is indicative of the strength of the settlement and the notice
11 program. *See Shames v. Hertz Corp.*, No. 07-cv-2174, 2012 WL 5392159, at *14
12 (S.D. Cal. Nov. 5, 2012) (granting final approval of settlement with 4.9% claims
13 rate); *Zepeda v. PayPal, Inc.*, 2017 WL 1113293, at *15-16 (N.D. Cal. March 24,
14 2017) (finding in consumer protection case that a 3.8% claims rate indicated that
15 the email “notice process has been remarkably successful – and the Settlement
16 Class’s reaction to the Settlement has been overwhelmingly positive.”); *In re*
17 *LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 589 (N.D. Cal. 2015) (approving
18 settlement and finding 5.9% claims rate to indicate an overall positive reaction to
19 the settlement); *White v. Experian Info. Solutions, Inc.*, 803 F. Supp. 2d 1086, 1100
20 (C.D. Cal. 2011) (approving settlement with 5% response rate); *Couser v. Comenity*
21 *Bank*, 125 F. Supp. 3d 1034, 1044 (S.D. Cal. 2015) (claims rate in consumer class
22 action of 7.7% was “higher than average”); *Rael v. Children’s Place, Inc.*, No. 16-
23 370, 2020 WL 434482, *9 (S.D. Cal. Jan. 28, 2020) (noting “consumer class actions
24 tend to result in claims rates in the low single digits” and gathering cases in
25 support); *Tait v. BSH Home Appliances Corp.*, No. 10-cv-0711, 2015 WL 4537463,
26 at *8 (C.D. Cal. July 27, 2015) (approving settlement with 3% claims rate); *Touhey*
27 *v. U.S.*, No. 08-cv-01418, 2011 WL 3179036, at *7-8 (C.D. Cal. July 25, 2011)
28 (approving settlement with 2% claims rate).

1 The positive reaction of the Class to the settlement supports its fairness, and
2 thus this factor weighs in favor of approval. *See City of Seattle*, 955 F.2d at 1291-
3 96; *Churchill Village*, 361 F.3d at 577; *In re Wash. Public Power Supply Sys. Secs.*
4 *Litig.*, 19 F.3d 1291, 1294-95 (9th Cir. 1994); *Loomis v. Slendertone Dist., Inc.*, No.
5 19-854, 2021 WL 873340, *8 (S.D. Cal. March 9, 2021).

6 **F. The Rule 23(e) Factors Weigh in Favor of Approval**

7 In addition to the factors traditionally considered by this Circuit, the recently
8 added factors in the Federal Rules weigh in favor of final approval. Specifically,
9 as made clear in the preliminary approval papers, Counsel and the Class
10 Representative have adequately represented the Class. (ECF No. 46 at 10-11.) The
11 settlement was negotiated at arm’s length. (*Id.* at 13.) The relief provided to the
12 Class is impressive. *See* Section (B), above. Finally, the settlement treats Class
13 Members fairly, ensuring that all participating Class Members receive the same
14 recovery. Some Class Members are required to make a claim, while others receive
15 payment automatically. However, this process is fair. All Class Members were the
16 subject of contradictory reporting regarding whether they were deceased. And,
17 Defendant’s policy was the same for all Class Members: Defendant made no effort
18 to resolve the contradictions in its own reporting. However, Class Members who
19 will receive payment automatically have only a single indication in their file that
20 they are deceased, while Class Members who are required to make a claim have at
21 least one additional indicator, such as a specific creditor reporting them as deceased.
22 Thus, as a condition of receiving a settlement payment, certain Class Members need
23 to make a simple attestation that they are alive. This treatment is equitable. *See In*
24 *re WorldCom, Inc. Sec. Litig.*, No. 02-3288, 2004 WL 2591402, *12 (S.D.N.Y.
25 Nov. 12, 2004) (requiring claim form was “important in helping to insure that the
26 settlement fund is distributed to class members who deserve to recover from the
27 fund”); *Sweet v. Cardona*, 641 F. Supp. 3d 814, 832 (N.D. Cal. 2022) (approving a
28 distribution plan that treated class members differently as long as the plan was fair

1 and holding “[t]his mirrors the fairness inquiry recited by Rule 23(e)(2)(D), which
2 requires the settlement to treat class members equitably relative to one another, not
3 for each class member to receive identical relief.”); *In re Lithium Ion Batteries*
4 *Antitrust Litig.*, No. 13-MD-02420-, 2020 WL 7264559, at *16 (N.D. Cal. Dec. 10,
5 2020), *aff’d*, No. 21-15120, 2022 WL 16959377 (9th Cir. Nov. 16, 2022)
6 (approving settlement that treated class members differently because “while the
7 distribution plan treats the repealer and non-repealer subgroups differently, it does
8 so on reasonable and equitable grounds.”); *Jenson v. First Tr. Corp.*, No. CV 05-
9 3124, 2008 WL 11338161, *9 (C.D. Cal. June 9, 2008) (approving distinctions in
10 plan of allocation as reasonably reflecting likelihood of recovery of subgroups
11 within the class and stating that the distribution plan “need only have a reasonable,
12 rational basis, particularly if recommended by experienced and competent class
13 counsel.”); *In re Cathode Ray Tube (CRT) Antitrust Litig.*, No. 07-CV-05944, 2020
14 WL 1873554, at *10 (N.D. Cal. Mar. 11, 2020) (“it is reasonable to allocate the
15 settlement funds to class members based on . . . the strength of their claims on the
16 merits.”) (alterations in original); *True v. American Honda Motor Co.*, 749 F. Supp.
17 2d 1052, 1067 (C.D. Cal. 2010) (“[D]ifferential treatment of class members may be
18 appropriate where ‘the settlement terms are rationally based on legitimate
19 considerations.’”); *see also* ECF No. 46 at 14-16 (citing additional cases).

20 **III. CONCLUSION**

21 In sum, the settlement provides meaningful relief to the Settlement Class, both
22 monetary and non-monetary in form, and the Class has reacted positively to the
23 settlement’s terms to date. Based on the foregoing, the Court should grant final
24 approval.

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Dated: December 15, 2023

Respectfully submitted,

BERGER MONTAGUE PC

By: /s/E. Michelle Drake
E. Michelle Drake, *pro hac vice*
Joseph C. Hashmall, *pro hac vice*
Attorneys for Plaintiff

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

3 MARLENE STEINBERG,

Case No. 3:22-cv-00498-H-SBC

4 Plaintiff,

5 v.

6 CORELOGIC CREDCO, LLC,

7 Defendant.

8 **DECLARATION OF RYAN BAHRY REGARDING**
9 **SETTLEMENT ADMINISTRATION**

10 I, RYAN BAHRY, declare and state as follows:

11 1. I am a Director at JND Legal Administration (“JND”). JND is a legal
12 administration service provider with its headquarters located in Seattle, Washington. JND has
13 extensive experience with all aspects of legal administration and has administered settlements in
14 hundreds of class action cases.

15 2. JND is serving as the Settlement Administrator¹ in the above-captioned litigation
16 (“Action”), for the purposes of administering the Settlement Agreement and Release,
17 preliminarily approved by the Court in its Order: (1) Certifying Class for Settlement Purposes;
18 (2) Preliminarily Approving Class Settlement; (3) Appointing Class Representative and Class
19 Counsel; (4) Approving Class Notice; and (5) Scheduling Final Approval Hearing, dated October
20 2, 2023 (“Order”).

21
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23
24 ¹ Capitalized terms used and not otherwise defined herein shall have the meanings given such
terms in the Settlement Agreement and Release.

1 containing the same information for an additional 138 potential Settlement Class Members, all of
2 whom would need to file a Claim Form to participate.

3 7. Prior to mailing notices, JND analyzed the raw data to remove duplicate records,
4 resulting in 26,833 unique Settlement Class Member records. JND updated the Settlement Class
5 Member contact information using data from the National Change of Address (“NCOA”)
6 database.² The Settlement Class Member data was promptly loaded into a secure database
7 established for this Action.

8 E-MAIL NOTICE

9 8. Pursuant to the terms of the Settlement Agreement, JND researched Class
10 Members through a skip-trace database to identify e-mail addresses for Class Member records.
11 JND identified a total of 26,124 e-mail addresses with a high confidence match to a Class Member
12 record (associated to a total of 13,382 unique Class Member records).

13 9. Pursuant to the terms of the Settlement Agreement, on November 6, 2023, JND
14 sent the customized, Court-approved e-mail notice (“E-mail Notice”) via e-mail to all 26,124
15 available e-mail addresses, along with a blank Claim Form where applicable (13,451 Settlement
16 Class Members were excluded from the e-mail campaign as JND was unable to locate any valid
17 e-mail address for those individuals). Each Class Member received one (1) E-Mail Notice
18 depending on whether they were classified as an Auto-Pay Class Member or a Claim Form Class
19 Member. A representative sample of the E-mail Notices are attached hereto as **Exhibit B**.

20
21
22 ² The NCOA database is the official United States Postal Service (“USPS”) technology product
23 which makes changes of address information available to mailers to help reduce undeliverable
24 mail pieces before mail enters the mail stream. This product is an effective tool to update address
changes when a person has completed a change of address form with the USPS. The address
information is maintained on the database for 48 months.

1 Notice was successful and who did not already submit a Claim Form. A representative sample
2 of the Reminder E-mail Notice is attached hereto as **Exhibit D**.

3 15. Additionally, as JND was unable to locate a valid e-mail address for all Claim Form
4 Class Members in this matter, Counsel directed JND to send a mailed postcard reminder (“Postcard
5 Reminder Notice”) to all 22,295 Class Members designated as Claim Form Class Members on
6 December 6, 2023. The Postcard Reminder Notice included a postage pre-paid Claim Form. A
7 representative sample of the Reminder Postcard Notice is attached hereto as **Exhibit E**.

8 **SETTLEMENT WEBSITE**

9 16. On November 1, 2023, JND established a Settlement Website
10 (www.CreditReportSettlement.com), which hosts copies of important case documents, including
11 the Settlement Agreement, Class Notice, answers to frequently asked questions, and contact
12 information for the Administrator. Additionally, the Settlement Website allowed Class Members
13 to submit a Claim Form electronically.

14 17. As of the date of this Declaration, the Settlement Website has tracked 1,716 unique
15 users with 5,826 page views. JND will continue to update and maintain the Settlement Website
16 throughout the administration process.

17 **TOLL-FREE INFORMATION LINE**

18 18. On November 1, 2023, JND established a case-specific toll-free number,
19 1-888-256-6149, for Settlement Class Members to call to obtain information regarding the
20 Settlement. Callers can listen to the Interactive Voice Response (“IVR”) system which is
21 accessible 24 hours a day, seven days a week.

22 19. As of the date of this Declaration, the toll-free number has received 459
23 incoming calls. JND will continue to maintain the toll-free number throughout the settlement
24 administration process.

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REQUESTS FOR EXCLUSION

20. The E-mail and Mailed Notice informed recipients that any Class Member who wished to exclude themselves from the proposed Settlement (“opt-out”) must do so by mailing an exclusion letter to the Settlement Administrator, postmarked or submitted on or before January 5, 2024.

21. As of the date of this Declaration, JND has not received, and is not aware of, any requests for exclusion.

OBJECTIONS

22. The E-mail and Mailed Notice informed recipients that any Class Member who wished to object to the proposed Settlement could do so by filing a written objection with the Court, postmarked on or before January 5, 2024.

23. As of the date of this Declaration, JND has not received, and is not aware of, any objections.

CLAIM FORMS RECEIVED

24. The E-mail and Mailed Notice sent to Claim Form categorized Class Members informed recipients that they must file a Claim Form to participate in the Settlement and receive an award. The Notice stated that those wishing to do so must file a Claim Form by mail or electronically on the Settlement Website, postmarked or submitted on or before January 5, 2024.

25. As of the date of this Declaration, JND has received 2,275 Claim Form submissions. JND is in the process of receiving, reviewing, and validating Election Form submissions.

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1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct.

3
4 Executed December 12, 2023 in Seattle, Washington.

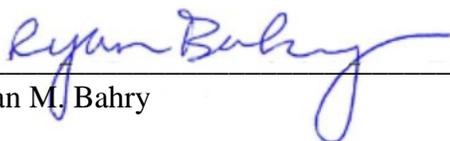
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7 _____
8 Ryan M. Bahry

EXHIBIT A

Troutman Pepper Hamilton Sanders LLP
Troutman Pepper Building, 1001 Haxall Point
Richmond, VA 23219



troutman.com

Timothy J. St. George
timothy.st.george@troutman.com

September 1, 2023

VIA FEDERAL EXPRESS

The United States Attorney General and All State
Attorneys General Identified on Attachment A

Re: Class Action Fairness Act – Notice of Proposed Settlement
Marlene Steinberg v. CoreLogic Credco, LLC
United States District Court for the Southern District of California
Civil Action No. 3:22-cv-00498-H-KSC

Dear Sir or Madam:

Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1711, *et seq.*, we provide you this notice of a proposed class action settlement of all purported class claims against CoreLogic Credco, LLC (“Credco”) in the above-referenced litigation. Plaintiff filed a Motion for Preliminary Approval on August 25, 2023, with a copy of the settlement agreement.

Pursuant to 28 U.S.C. § 1715(b)(1)-(8), Credco provides you with the information below, along with pertinent documentation on the enclosed CD:

- **A copy of the Complaint and Related Materials:** A copy of the Class Complaint is on the enclosed CD and marked as **Exhibit 1** (ECF No. 1-2);
- **Notices of Any Scheduled Judicial Hearing:** The Court has not yet set a Final Approval hearing and no other judicial hearing is currently set.
- **Proposed Notification to Class Members:** A copy of the proposed Notices of Class Action Settlement are on the enclosed CD and marked as **Exhibits 2 and 3**;
- **Proposed or Final Class Action Settlement:** A copy of the Settlement Agreement and Release is on the enclosed CD and marked as **Exhibit 4**;
- **Settlement or Other Agreement Contemporaneously Made Between Class Counsel and Counsel for Defendants Besides the Agreement Noted Above:** There are no other settlements or agreements contemporaneously made between class counsel and counsel for the defendant besides the agreement noted above;

September 1, 2023
Page 2



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- **Any Final Judgment or Notice of Dismissal:** No final judgment or notice of dismissal has yet been entered;
 - **Reasonable Estimate of the Number of Class Members Residing in Each State and the Estimated Proportionate Share of the Claims:** The final class size is estimated to be 27,014 persons. **Exhibit 5** on the enclosed CD lists the names of class members who reside in each State, and who are all eligible to share pro rata in the settlement, with certain class members being paid automatically and others having to submit a claim form, as set forth in the Settlement Agreement; and
 - **Any Written Judicial Opinion Relating to the Materials Described Above:** None at this time.

Sincerely,

/s/ Timothy St. George

Timothy St. George

Enclosure

Case No. 3:22-cv-00498-H-KSC (S.D. Cal.)
CAFA Notice - Attachment A - Service List

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Kwame Raoul
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Case No. 3:22-cv-00498-H-KSC (S.D. Cal.)
CAFA Notice - Attachment A - Service List

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Case No. 3:22-cv-00498-H-KSC (S.D. Cal.)
CAFA Notice - Attachment A - Service List

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Case No. 3:22-cv-00498-H-KSC (S.D. Cal.)
CAFA Notice - Attachment A - Service List

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Brian Schwalb
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Merrick Garland
Office of the U.S. Attorney General
U.S. Department of Justice
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Washington, DC 20530

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Tamuning, GU 96913

Domingo Emanuelli Hernández
Dpto. de Justicia de Puerto Rico
Calle Teniente César González 677
Esq. Ave. Jesús T. Piñero
San Juan, PR 00918

Ariel Smith
Office of the Attorney General
3438 Kronprindsens Gade
GERS Building 2nd Fl
St. Thomas, VI 00802

EXHIBIT B

From: Jennifer@CreditReportSettlement.com

Subject: Notice of Proposed Settlement of Class Action Lawsuit

UNIQUE ID: **XXXXXXX**

Dear **Full Name**,

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
Object to the Settlement	Write to the Court about why you do not like the proposed settlement; for more information regarding objecting, please read Section 9 below.	Postmarked on or before January 5, 2024
Opt out of the Settlement	Write to the Settlement Administrator stating that you do not wish to participate in the proposed settlement. See Section 6 below. If you validly opt out, you will not receive any monetary payments from the settlement.	Postmarked on or before January 5, 2024
Do Nothing	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

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. 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.

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.

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

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

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

All natural persons residing in the United States of America (including its territories and Puerto Rico) who 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 approximately \$607.00, 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.

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 for more information or consult with a lawyer.

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

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

Yes. You have the opportunity to opt out of the Settlement by submitting a written Request for Exclusion to JND Legal Administration at Credit Report Settlement, c/o JND Legal Administration, P.O. Box 91468, Seattle, WA 98111, 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.

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, or by phone at (703) 424-7675.
- 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, or by phone at (612) 594-5999.

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.

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 February 26, 2024, at 10:30 a.m. PST, before the Hon. Marilyn L. Huff, in the United States District Court for the Southern District of California, in San Diego, California. The hearing may be conducted by remote means (*e.g.*, by telephone or videoconference). If a remote hearing is held, the Settlement Website will advise of that fact and provide direction as to how remote participation can be accomplished.

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

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

The Court may change the date of the final approval hearing without further notice to the Class. You should check the website, www.CreditReportSettlement.com, after February 26, 2024, 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 or by emailing info@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.

From: Jennifer@CreditReportSettlement.com

Subject: Notice of Proposed Settlement of Class Action Lawsuit

UNIQUE ID: **XXXXXXX**

Dear **Full Name**,

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.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT		
Your Rights and Options	What to Do	Deadlines to Do It
Object to the Settlement	Write to the Court about why you do not like the proposed settlement; for more information regarding objecting, please read Section 10 below.	Postmarked on or before January 5, 2024
Opt out of the Settlement	Write to the Settlement Administrator stating that you do not wish to participate in the proposed settlement. See Section 7 below. If you validly opt out, you will not receive any monetary payments from the settlement.	Postmarked on or before January 5, 2024
Submit a Claim Form	Submit a form to the Settlement Administrator for a payment from the settlement; for more information, please read Section 5 below.	Postmarked on or before January 5, 2024
Do Nothing	If the proposed settlement is finally approved and you do not opt out, then you will be bound by the Court’s final judgment and the release of claims in the Settlement Agreement. Also, if you do not submit a Claim Form,	None

	then you will not receive a cash payment as a result of any approved settlement.	
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1. Does this Notice apply to me?

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. 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.

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.

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

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

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

All natural persons residing in the United States of America (including its territories and Puerto Rico) who 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 approximately \$607.00, 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 attached Claim Form and mail it to JND Legal Administration at Credit Report Settlement, c/o JND Legal Administration, P.O. Box 91468, Seattle, WA 98111. 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.

You may also submit a Claim Form through the settlement website, 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

Questions? Call toll-free at (888) 256-6149, email at info@CreditReportSettlement.com, or visit www.CreditReportSettlement.com.
Para una notificación en Español, llame o visite nuestro sitio web

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.

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 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 Credit Report Settlement, c/o JND Legal Administration, P.O. Box 91468, Seattle, WA 98111, 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.

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:

- Kristi Kelly, Andrew Guzzo, and Casey Nash of Kelly Guzzo, PLC at 3925 Chain Bridge Road, Suite 202, Fairfax, Virginia 22030, or by phone at (703) 424-7675.
- 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, or by phone at (612) 594-5999.

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 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 February 26, 2024, at 10:30 a.m. PST, before the Hon. Marilyn L. Huff, in the United States District Court for the Southern District of California, in San Diego, California. The hearing may be conducted by remote means (*e.g.*, by telephone or videoconference). If a remote hearing is held, the Settlement Website will advise of that fact and provide direction as to how remote participation can be accomplished.

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, after February 26, 2024, 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 or by emailing info@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.

Name: _____

Unique ID: _____

Address: _____

COMPLETE THIS FORM TO OBTAIN A CASH PAYMENT

Instructions:

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

THE DEADLINE TO SUBMIT A CLAIM IS: JANUARY 5, 2024

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

Date

Printed Name

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 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.**
- **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
Object to the Settlement	Write to the Court about why you do not like the proposed settlement; for more information regarding objecting, please read Section 9 below.	Postmarked on or before January 5, 2024
Opt out of the Settlement	Write to the Settlement Administrator stating that you do not wish to participate in the proposed settlement. See Section 6 below. If you validly opt out, you will not receive any monetary payments from the settlement.	Postmarked on or before January 5, 2024
Do Nothing	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

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. 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.

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.

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

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

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

All natural persons residing in the United States of America (including its territories and Puerto Rico) who 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 approximately \$607.00, 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.

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 for more information or consult with a lawyer.

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

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

Yes. You have the opportunity to opt out of the Settlement by submitting a written Request for Exclusion to JND Legal Administration at Credit Report Settlement, c/o JND Legal Administration, P.O. Box 91468, Seattle, WA 98111, 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.

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, or by phone at (703) 424-7675.
- 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, or by phone at (612) 594-5999.

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.

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 February 26, 2024, at 10:30 a.m. PST, before the Hon. Marilyn L. Huff, in the United States District Court for the Southern District of California, in San Diego, California. The hearing may be conducted by remote means (*e.g.*, by telephone or videoconference). If a remote hearing is held, the Settlement Website will advise of that fact and provide direction as to how remote participation can be accomplished.

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

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

The Court may change the date of the final approval hearing without further notice to the Class. You should check the website, www.CreditReportSettlement.com, after February 26, 2024, 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 or by emailing info@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.

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.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT		
Your Rights and Options	What to Do	Deadlines to Do It
Object to the Settlement	Write to the Court about why you do not like the proposed settlement; for more information regarding objecting, please read Section 10 below.	Postmarked on or before January 5, 2024
Opt out of the Settlement	Write to the Settlement Administrator stating that you do not wish to participate in the proposed settlement. See Section 7 below. If you validly opt out, you will not receive any monetary payments from the settlement.	Postmarked on or before January 5, 2024
Submit a Claim Form	Submit a form to the Settlement Administrator for a payment from the settlement; for more information, please read Section 5 below.	Postmarked on or before January 5, 2024
Do Nothing	If the proposed settlement is finally approved and you do not opt out, then you will be bound by the Court’s final judgment and the release of claims in the Settlement Agreement. 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

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. 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.

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.

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

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

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

All natural persons residing in the United States of America (including its territories and Puerto Rico) who 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 approximately \$607.00, 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 Credit Report Settlement, c/o JND Legal Administration, P.O. Box 91468, Seattle, WA 98111. 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.

You may also submit a Claim Form through the settlement website, 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.

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 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 Credit Report Settlement, c/o JND Legal Administration, P.O. Box 91468, Seattle, WA 98111, 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.

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:

- Kristi Kelly, Andrew Guzzo, and Casey Nash of Kelly Guzzo, PLC at 3925 Chain Bridge Road, Suite 202, Fairfax, Virginia 22030, or by phone at (703) 424-7675.
- 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, or by phone at (612) 594-5999.

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 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 February 26, 2024, at 10:30 a.m. PST, before the Hon. Marilyn L. Huff, in the United States District Court for the Southern District of California, in San Diego, California. The hearing may be conducted by remote means (e.g., by telephone or videoconference). If a remote hearing is held, the Settlement Website will advise of that fact and provide direction as to how remote participation can be accomplished.

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, after February 26, 2024, 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 or by emailing info@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.

Name

Unique ID: #####

Address Line 1

Address Line 2

City, State, Zip Code

COMPLETE THIS FORM TO OBTAIN A CASH PAYMENT

Instructions:

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

THE DEADLINE TO SUBMIT A CLAIM IS: JANUARY 5, 2024

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

Date

Printed Name

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 D

From: Jennifer@CreditReportSettlement.com

Subject: Response Required to Receive Payment - Reminder to File Claim in Class Action Settlement

REMINDER NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Claim Filing Deadline: January 5, 2024

In order to receive a payment, you must complete a claim form.

If you already filed a claim, you do not need to submit another claim.

UNIQUE ID: XXXXXXXX

Dear Full Name,

You have been identified as a class member in the case of Steinberg v. CoreLogic. The lawsuit alleges that Corelogic, a consumer reporting agency, incorrectly reported people as deceased. Corelogic denies liability. The parties agreed to a settlement, and you are eligible to make a claim and receive a payment.

This is your reminder that in order to receive a settlement payment in this case, you **must** complete and return a claim form by **January 5, 2024**. The parties estimate that individuals who submit a claim form will receive approximately **\$600**. If you do not submit a claim form, you will receive nothing.

You may submit a Claim Form either electronically on the Settlement Website by visiting www.CreditReportSettlement.com, or by printing and mailing in a paper Claim Form, copies of which are available for download on the Important Documents page.

For more information, visit www.CreditReportSettlement.com, or contact the Settlement Administrator at 1-888-256-6149 or write to Credit Report Settlement, c/o JND Legal Administration, P.O. Box 91468, Seattle, WA 98111.

Regards,

Credit Report Settlement
c/o JND Legal Administration
P.O. Box 91468
Seattle, WA 98111

EXHIBIT E

REMINDER NOTICE

Steinberg, et al.

v.

Corelogic Credco, LLC

Claim Filing Deadline:
January 5, 2024

In order to receive a payment, you must complete a claim form.

If you already filed a claim, you do not need to submit another claim.

Credit Report Settlement
c/o JND Legal Administration
P.O. Box 91468
Seattle, WA 98111



Unique ID: «NameNumber»

Postal Service: Please do not mark barcode

«Fullname»
«AddressLine1»
«AddressLine2» «AddressLine3»
«AddressCity», «AddressState»
«AddressPostalCode»
«AddressCountry»

You have been identified as a class member in the case of Steinberg v. CoreLogic. The lawsuit alleges that Corelogic, a consumer reporting agency, incorrectly reported people as deceased. Corelogic denies liability. The parties agreed to a settlement, and you are eligible to make a claim and receive a payment.

This is your reminder that in order to receive a settlement payment in this case, you **must** complete and return a claim form by **January 5, 2024**. The parties estimate that individuals who submit a claim form will receive approximately **\$600**. If you do not submit a claim form, you will receive nothing.

You may submit the Claim Form attached to this postcard, or electronically on the Settlement Website by visiting www.CreditReportSettlement.com.

For more information, visit www.CreditReportSettlement.com, or contact the Settlement Administrator at 1-888-256-6149 or write to Credit Report Settlement, c/o JND Legal Administration, P.O. Box 91468, Seattle, WA 98111.

COMPLETE AND RETURN THIS FORM TO OBTAIN A CASH PAYMENT

Unique ID: <Name Number>

Section I: Contact Information

Please update your contact information if the information on this postcard is incorrect.

Name: _____

Mailing Address: _____

City, State, ZIP: _____

Telephone: _____ Email: _____

Section II: Claim for Cash Payment

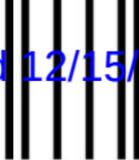
I hereby declare that I was the subject of a consumer report generated by Credco between January 1, 2021 and May 2, 2023 and that I am not deceased.

Signature

Date

Printed Name

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



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 985 SEATTLE, WA



POSTAGE WILL BE PAID BY ADDRESSEE

CREDIT REPORT SETTLEMENT
C/O JND LEGAL ADMINISTRATION
PO BOX 91468
SEATTLE WA 98111-9706

